

AGENDA
REGULAR MEETING
5:00 P.M.
January 6, 2020

1. Call to Order
2. Invocation and *Pledge of Allegiance* – 4Hcr to be announced
3. Approval of Agenda
4. Department Reports
 - a. Lonnie Callaway – Candler County Forestry Annual Report
 - b. Mel Kelly – EMS Monthly Report
 - c. Mike Robins – Recreation Department Monthly Report
 - d. Jerry Lanier – Roads and Bridges Department Monthly Report
 - e. Robert Hendrix – Solid Waste/Landfill Report
 - f. Jason Douglas – Fire Department Monthly Report
 - g. Allen Tyler – Coroner Monthly Report
 - h. Lisa Rigdon & Dennis Allen – Family Connection
5. Approval of Minutes
6. Financial Report
7. Executive Session – Personnel
8. Local Act Appointments
 - a. Vice-Chairman
 - b. County Administrator
 - c. County Attorney
 - d. County Clerk
 - e. EMS Director
 - f. Road Superintendent
9. Old Business
 - a. Review and Discussion of Current Ordinances Pertaining to EMS Fees and Solid Waste Disposal
 - b. Consideration of Proposed Recreational Vehicle Park and Campground Ordinance
 - c. Discussion of Poly Carts
 - d. Discussion of Zoning for unincorporated Candler County – Public Hearing scheduled for February 3rd, 2020 at 6:00 PM at the Strickland Building.
10. New Business
 - a. Consideration of an agreement to serve as the fiscal agent for Candler County Family Connection during the 2021 fiscal year

- b. Review and Consideration of bids submitted for the purchase of property located at 10 W. Candler St, Metter GA, #M43 015, known as the old jail.
- c. Consideration and Approval of Qualifying Fees for 2020 Election
- d. Consideration and Adoption of a resolution authorizing the Chairman to execute a TIA 2010 Project Agreement between the Georgia Department of Transportation and Candler County for the local administration of project HG-0159, repaving of Eden Church Road.
- e. Consideration of Lease Agreement with the Georgia State Properties Commission for 25 Daniel St., Metter for 1,848 sq. ft. of space
- f. Consideration of a request from the Georgia State Properties Commission to sub-lease 1,848 sq. ft. of space in located at 25 Daniel St, Metter, to the Technical College System of Georgia (Southeastern Technical College)
- g. Consideration of a request to use 2011 SPLOST funds for the expenditure related to two 8000 BTU Heating & Cooling Units for Public Works in the total amount of \$910.01
- h. Consideration of a request from Georgia Health Department to amend the Candler County Ordinance for Enforcement of County Environmental Health Regulations to amend section I.A. Rules and Regulations pertaining food service to reference Georgia Health Department Rules 511-6-1.
- i. Consideration of a proposal from Harbin, Hodges, Newberry & Tribble, Inc. (HHN&T) to provide engineering services for calendar year 2020 related to permitting and operation of the Candler County Landfill
- j. Appointment of the County representative to the Metter Fire Budget Review Committee, per Article II. (3) of the Fire SDS agreement
- k. Consideration of the proposed FY2021 budget schedule
- l. Approval of Authorization of Work No. 41 for the provision of engineering services by EMC Engineering for the 2020 LMIG Project at a proposal cost of \$25,750.00 (LMIG/TIA Discretionary)
- m. Consideration of a recommendation made by EMC Engineering for the purchase and installation of speed limit signs by Middle GA signs in the amount of \$29,250 (LMIG SAP/TIA Discretionary)

11. Report from Chairman

12. Report from County Administrator

13. Report from Attorney

14. Reports from Commissioners

15. Executive Session

16. Adjournment

Board of Commissioners of Candler County
Regular Meeting
January 6, 2020
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, January 6, 2020, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman, Glyn Thrift; Candler County Vice-Chairman, Brad Jones; Candler County Commissioners Wayne Culbertson, David Robinson and Blake Hendrix; Candler County Administrator, Bryan Aasheim; Candler County Clerk, Maranda K. Lank; Candler County Attorney, Kendall Gross. Other guests attending the meeting included Susan Hunt, Robert Hendrix, Jerry Lanier, Jeremy Salter, Mel Kelly, Jerry Holloway, Wallie Waters, Bobby Odom, Sheriff John Miles, Allen Tyler, Dan Chicola, Sue Allen, Dennis Allen, Dixie Odom, Tim Spencer, Jack and Ann Childs. The Metter Advertiser was represented by Jerri Goodman.

Call to Order

Chairman Thrift called the meeting to order at 5:04 p.m.

Invocation and Pledge of Allegiance

David Miles, Chair of Community Outreach for the 4-H Senior Board, delivered and led the *Pledge of Allegiance*.

Amendment to the Agenda

Vice-Chairman Jones moved to amend and approve the agenda to add items 10 L) Approval of Authorization of Work No. 41 for the provision of engineering services by EMC Engineering for the 2020 LMIG Project at a proposal cost of \$25,750.00 (LMIG/TIA Discretionary) and 10 M) Consideration of a recommendation made by EMC Engineering for the purchase and installation of speed limit signs by Middle GA signs in the amount of \$29,250 (LMIG SAP/TIA Discretionary) Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Department Reports

Lonnie Callaway – Candler County Forestry Annual Report

Annual Report submitted. However, Mr. Callaway was not present at this meeting. (Exhibit A)

Mel Kelly – EMS Monthly Report

Trip and Financial Report (Exhibit B)

Mike Robins – Recreation Department Monthly Reporter

- First night of basketball
- Fixed the electric heat in the gym
- Coach Robins is obtaining information on "turving" the gym floor

Jerry Lanier – Roads and Bridges Department Monthly Report

- All motorgraders are operational
- Lake Church Road cleaned up
- Maintenance on beaver dams

Robert Hendrix – Solid Waste/Landfill Report

- Through the holidays, there were a few calls about missed polycart/trash pick-up
- Reports due by January 31, 2020
- Mr. Aasheim will address additional costs

Jason Douglas – Fire Department Monthly Report

- Report (See Below)
- Secured a grant for nozzles
- Chief Douglas requested information on what the Commissioners would like to see in his annual report.
- Discussed the pros and cons of dry Hydrants

Mottor Fire Rescue Response List
Dec-19

Call Type and Jurisdiction

Dec-19

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	2	0	1	0	1	3	2	0	0	5	1	15
County	1	1	4	6	0	3	0	0	1	4	0	20
Total	3	1	5	6	1	6	2	0	1	9	1	

Total Calls 35

Dec-18

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Hell.	Haz.	Service	Med.	Other	Total
City	0	0	3	0	3	1	1	0	1	8	0	17
County	0	0	0	3	0	4	0	1	0	2	0	10
Total	0	0	3	3	3	5	1	1	1	10	0	

Total Calls 27

1 Mutual aid given to Emanuel County Fire 28 Calls

Allen Tyler – Coroner Monthly Report

- End of Year three autopsies and thirty-eight calls
- Identified one of the J. Does due to a pacemaker serial number
- The remaining two J. Does are held in Atlanta

Lisa Rigdon & Dennis Allen – Family Connection

Lisa Rigdon discussed projects that Family Connections has assisted in accomplishing throughout the year.

Approval of Minutes

Commissioner Culbertson moved to approve the minutes for the December 2, 2019 Regular Meeting, December 16, 2019 Regular Meeting. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Financials

Administrator Aasheim delivered the December financial report. (Exhibit C). All bank accounts and the general fund are balanced as of December 31, 2019. The general fund balance, \$638, 826.95, improved over last year and the cash flow is a little bit better. The Special Service District Fund 270 had an ending balance of \$511, 748.64. The TIA Discretionary Fund had a balance of \$646,401.00 The Candler County Hospital loan balance at the time of this meeting was \$1,981.884.02. Mr. Aasheim explained the 2018 SPLOST receivables December 2019. He concluded the financial report with a budget comparison reporting that expenditures with a number of divisions that are running slightly above 56%, but overall in the general fund is at 49%. The same applies to Fund 270, it is currently at 48%. The FY2019 Audit report will be given in February.

Executive Session – Personnel

Vice-Chairman Jones moved to exit into Executive Session to discuss personnel only at 5:37 p.m. Commissioner Culbertson provided a second to the motion. The motion carried 5-0.

Vice Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 5:55 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Vice Chairman Jones moved to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Culbertson provided the second to the motion. The motion carried 5-0.

Action Taken After Executive Session-Local Act Appointment

Appointment of Vice-Chairman

Commissioner Hendrix made the motion seconded by Commissioner Culbertson to reappoint Vice-Chairman Jones to the position of Vice-Chairman. The motion passed 4-1 with Vice-Chairman Jones abstaining.

Appointment of County Administrator

Vice-Chairman Jones made the motion seconded by Commissioner Robinson to reappoint Bryan Aasheim as the Candler County Administrator. The motion carried 5-0.

Appointment of County Attorney

Commissioner Robinson made the motion seconded by Commissioner Hendrix to reappoint Kendall Gross as the Candler County Attorney. The motion carried 5-0.

Appointment of County Clerk

Commissioner Hendrix made the motion seconded by Commissioner Robinson to reappoint Kellie Lank as the Candler County Clerk. The motion carried 5-0.

Appointment of EMS Director

Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to reappoint Melburn Kelly as the Candler County EMS Director. The motion carried 5-0.

Appointment of Roads Superintendent

Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to reappoint Jerry Lanier as the Candler County Roads Superintendent. The motion carried 5-0.

Old Business

Review and Discuss Current Ordinances for EMS fees and Solid Waste Disposal

This item was tabled.

Consideration of Proposed Recreational Vehicle Park and Campground Ordinance

This item was tabled.

Discussion of Polycarts

This item was tabled.

Discussion Regarding Zoning for Unincorporated Candler County

This item was tabled.

New Business

Consideration of an agreement to serve as the fiscal agent for Candler County Family Connection during the 2021 fiscal year

Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to enter into an agreement where Candler County Board of Commissioners will serve as the fiscal agent for Candler County Family Connection so long as the financials zero out at year end. The motion carried 5-0. (Exhibit D)

Review and Consideration of bids submitted for the purchase of property located at 10 W. Candler St, Metter GA, #M43 015, known as the old jail

Mr. Aasheim reported no bids had been received for the purchase of this property. Mr. Gross then recommended holding an auction. Commissioner Robinson moved for the Commission to allow Mr. Gross to reach out to an auction company. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

Consideration and Approval of Qualifying Fees for 2020 Election Coroner fee to be corrected to \$236. Surveyor

Vice-Chairman Jones moved to approved amendment for coroner fee of \$244.00 with a base salary of \$8,121. Commissioner Culbertson provided a second to the motion. The motion carried 5-0.

Vice-Chairman Jones moved to set the qualifying fees as amended. Commissioner Robinson provided a second to the motion. The motion carried 5-0. (Exhibit E)

Consideration and Adoption of a resolution authorizing the Chairman to execute a TIA 2010 Project Agreement between the Georgia Department of Transportation and Candler County for the local administration of project HG-0159, repaving of Eden Church Road

Mr. Aasheim presented a resolution to the Board for consideration. Commissioner Robinson moved to authorizing the Chairman to execute a TIA 2010 Project Agreement between the Georgia Department of Transportation and Candler County for the local administration of project HG-0159, repaving of Eden Church Road. Vice-Chairman Jones provided a second to the motion. The motion carried 5-0. (Exhibit F)

Consideration of Lease Agreement with the Georgia State Properties Commission for 25 Daniel St., Metter for 1,848 sq. ft. of space

This item was tabled.

Consideration of a request from the Georgia State Properties Commission to sub-lease 1,848 sq. ft. of space in located at 25 Daniel St, Metter, to the Technical College System of Georgia (Southeastern Technical College)

This item was tabled.

Consideration of a request to use 2011 SPLOST funds for the expenditure related to two 8000 BTU Heating & Cooling Units for Public Works in the total amount of \$910.01

Vice-Chairman Jones moved to approve the request to use 2011 SPLOST funds for the expenditure related to two 8000 BTU Heating & Cooling Units for Public Works in the total amount of \$910.01. Commissioner Robinson provided a second. The motion carried 5-0.

Consideration of a request from Georgia Health Department to amend the Candler County Ordinance for Enforcement of County Environmental Health Regulations to amend section I.A. Rules and Regulations pertaining food service to reference Georgia Health Department Rules 511-6-1

Commissioner Hendrix moved to adopt a resolution to amend the Candler County Ordinance for Enforcement of County Environmental Health Regulations to amend section I.A. Rules and Regulations pertaining food service to reference Georgia Health Department Rules 511-6-1. Commissioner Robinson provided a second. The motion carried 5-0. (Exhibit G)

Consideration of a proposal from Harbin, Hodges, Newberry & Tribble, Inc. (HHN&T) to provide engineering services for calendar year 2020 related to permitting and operation of the Candler County Landfill

Commissioner Robinson moved to approve the proposal from Harbin, Hodges, Newberry & Tribble, Inc. (HHN&T) in the amount of \$20,000.00 to provide engineering services for calendar year 2020 related to permitting and operation of the Candler County Landfill. Commissioner Culbertson provided a second. The motion carried 5-0. (Exhibit H)

Appointment of the County representative to the Metter Fire Budget Review Committee, per Article II. (3) of the Fire SDS agreement

Chairman Thrift moved to appoint Vice-Chairman Jones as the County representative to the Metter Fire Budget Review Committee, per Article. (3) of the Fire SDS agreement. Commissioner Robinson provided the second. The motion carried 5-0.

Consideration of the proposed FY2021 budget schedule

Mr. Aasheim presented the FY2021 budget schedule to the Commission. The Commission agreed to the schedule. The schedule shall be posted to the County website. (Exhibit I)

Approval of Authorization of Work No. 41 for the provision of engineering services by EMC Engineering for the 2020 LMIG Project at a proposal cost of \$25,750.00 (LMIG/TIA Discretionary)

Chairman Thrift moved to approve and authorize Work No. 41 for the provision of engineering services by EMC Engineering for the 2020 LMIG Project that will cost \$25,750.00 (LMIG/TIA Discretionary). Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit J)

Consideration of a recommendation made by EMC Engineering for the purchase and installation of speed limit signs by Middle GA signs in the amount of \$29,250 (LMIG SAP/TIA Discretionary)

Vice-Chairman Jones moved to approve a recommendation made by EMC Engineering for the purchase and installation of speed limit study signs in the amount of \$29,250.00 (LMIG SAP/TIA Discretionary). Commissioner Culbertson provided the second. The motion carried 5-0. (Exhibit K)

Report from Chairman

Chairman Thrift and Vice-Chairman Jones spoke to an individual about Pineland Mental Health that may be prospective partners.

Report from County Administrator

Mr. Aasheim presented the County Administrator written report:

- See attached report (Exhibit L)
- 2020 Census Meeting Kick Off Meeting in the Bigwood Room at 5:00 pm tomorrow.
- GDOT Meeting on January 16th at 1:00 pm to discuss the 121/129 connector project at the BOC office.
- LMIG Safety Action plan
- Requested information from Dan Chicola about Canoochee Road Project. Mr. Chicola stated Posts have been added to the fence. EMC Engineering has communicated with the contractor of what needs to happen with the project for it to be completed. Retainage and fence payment are currently being held until this punch list can be completed.
- Financial summary for the Candler County Hospital Authority report added on the last page of the administrator's report. Receivables are up as of the end of November.
- City of Metter fee for hauling leachate will increase
- **Census funding source. Mr. Aasheim suggested an amendment of \$500 from executive travel/education budget.**

Vice-Chairman Jones moved to approve a budget amendment allocating \$500 from the executive travel/education budget to cover 2020 Census expenses. Chairman Thrift provided a second. The motion carried 5-0.

Report from County Attorney

County Attorney, Kendall Gross, stated the Nesbitt case was dismissed. He went on to say Mr. Nesbitt's appeal was denied. The book is closed on this case. Attorney Dave Stuart will reach out to Mel Kelly to arrange for the return of the files submitted to his office relative to this case. Mr. Gross also mentioned the Angela Powell case was in court on this day. The State announced they are ready to proceed. The trial will be the 1st week of February, if the Judge moves to pass the case.

Report from Commissioners

Commissioner Culbertson representing Commission District 1 had nothing to report.

Vice-Chairman Jones representing Commission District 2 had nothing to report.

Commissioner Robinson representing Commission District 3 requested an update on Bucksnot and Ben's Way signs. He then reported that the regional Griffin Ferry Road project is completed on the Toombs County side.

Commissioner Hendrix representing Commission District 4 had nothing to report.

Executive Session – Personnel, land acquisition

Vice-Chairman Jones moved to exit into Executive Session to discuss personnel and land acquisition matters at 6:34 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

Vice Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:56 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

Vice Chairman Jones moved to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Culbertson provided the second to the motion. The motion carried 5-0.

Commissioner Robinson moved to re-appoint Ralph Clifton to seat #2 of the Metter-Candler Airport Authority. Chairman Thrift provided the second to the motion. The motion carried 5-0.

Vice-Chairman Jones moved to re-appoint Letrell Thomas to serve on the Candler County Tax Assessor's Board. Commissioner Hendrix provided the second to the motion. The motion carried 5-0.

Commissioner Hendrix moved to authorize EMS Director Kelly to hire Brandy Stafford and Weldon Stafford as part time employees (paramedic). Commissioner Robinson provided the second to the motion. The motion carried 5-0.

Adjournment

With no further business to discuss, Vice-Chairman Jones moved to adjourn the meeting at 7:59 p.m. Chairman Thrift provided a second to the motion. The motion carried 5-0.


 Maranda K. Lank, Clerk
 Attest


 Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Blake Hendrix
Commissioner

Wayne Culbertson
Commissioner

David Robinson
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the following is true and accurate to the best of his knowledge and belief:

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on Monday, January 6, 2020.

2.
During such meeting, the Board voted to go into closed session.

3.
The executive session was called to order at 5:37 p.m.

4.
The subject matter of the closed portion of the meeting was devoted to the following matter(s) within the exceptions provided in the open meetings law:

Consultation with the county attorney or other legal counsel to discuss pending or potential litigation, settlement, claims, administrative proceedings, or other judicial actions brought or to be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);


Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 6th day of January, 2020.


Glyn Thrift, Chairman
Board of Commissioners of Candler County

Sworn to and subscribed before me
this 6th day of January 2020.


Notary Public



1075 EAST HIAWASSEE DRIVE A, METTER, GEORGIA 30439
(912) 685-4823

Exhibit A

GEORGIA FORESTRY
COMMISSION



Annual Report

For

**Georgia Forestry Commission
Candler County Unit**

July 1, 2018 – June 30, 2019

Personnel

Lonnie Calloway - Chief Ranger

Bubba Bird - Ranger III

Chatt Jones - Ranger II

FIRE SUPPRESSION EQUIPMENT

Candler 32 - 2004 Ford F-250 Pickup Type 7 engine -150 gallon water tank

Candler 60 - 2008 Freightliner truck with 25 ton lowboy trailer

Candler 70 - 1999 John Deere 650G crawler with 2 disc plow

Candler 61 - 2012 Freightliner M2 truck with 25 ton lowboy

Candler 71 - 2007 John Deere 650J crawler with 2 disc plow

Candler 62 - 1993 International 8200 truck with 25 ton lowboy trailer

Candler 72 - 1999 John Deere 650G crawler with 2 disc plow

The Candler County Unit employs two full time personnel and shares a Chief Ranger with Evans County. These employees are required to respond to wild fires on a 24 hour-a-day, 7 day-a-week basis. In addition, they are responsible for all repairs and maintenance of the unit grounds and equipment. Other duties include issuing burn permits, pre-suppression firebreak plowing and harrowing, prescribe burn assistance, community outreach programs, working with RFD departments, seed collection and seedling sales, ag water meter reading, disaster preparedness and response along with other projects as may be assigned by the area supervisor.

The economic impact of the forest industry in Georgia totals over \$35.9 billion. It supports 147,380 jobs, making forestry Georgia's second largest employer. It is important to note that many residents of this county work in fields closely related to the forest products industry, or derive much of their income from the management and sale of timber. Candler County consists of 158,100 acres of land of which 89,626 acres (56%) is forestland.

Please know the Candler County Forestry Unit appreciates the Board of Commissioners support in our efforts to protect the county's forestry assets. We are glad that you share our belief that forestry is a vital part of our local economy and, therefore, must be protected and wisely managed.

Forest Protection
Wild Fire Suppression

Total number and acres wildfires burned in Candler County for FY 2019

Cause	Fires	Acres	Fires 5 Yr. Avg	Acres 5 Yr. Avg
Campfire	0	0.00	.80	2.20
Children	1	0.38	0.40	0.20
Debris: Ag Fields, Pastures, Orchards, Etc.	2	2.10	2.20	7.36
Debris: Construction Land Clearing	1	0.50	0.80	0.97
Debris: Escaped Prescribed Burn	5	40.49	2.00	11.59
Debris: Household Garbage	0	0.00	0.00	0.00
Debris: Other	0	0.00	0.40	6.59
Debris: Residential, Leaf piles, Yard, Etc.	7	3.88	5.60	9.95
Debris: Site Prep - Forestry Related	3	.12	1.00	2.73
Incendiary	1	.93	1.20	3.48
Lightning	0	0.00	0.40	0.03
Machine Use	3	1.80	1.60	9.42
Miscellaneous: Structure/Vehicle Fires	2	0.20	0.60	0.26
Miscellaneous: Other	1	0.20	0.40	0.08
Miscellaneous: Power lines/Electric fences	2	2.63	1.80	1.29
Miscellaneous: Spontaneous/Heating/Combustion	0	0.00	0.00	0.00
Miscellaneous: Woodstove Ashes	0	0.00	0.20	0.74
Undetermined	0	0.00	.80	6.85
Totals for County: Candler Year: 2018	28	53.23	20.20	63.72

Plowing & Harrowing

Plowing					
Year	2015	2016	2017	2018	2019
Total Plowing Serviced	11	12	13	13	34
Total Plowing Miles	53.55	42.0	42.0	50.10	94.35
Total Plowing Hours	35.7	28.0	28.0	33.4	62.9
Harrowing					
Year	2015	2016	2017	2018	2019
Total Harrowing Serviced	31	24	27	35	14
Total Harrowing Miles	172.50	119.0	95.25	165.5	68.25
Total Harrowing Hours	69.0	47.6	38.1	66.2	27.3

Prescribed Burning Assistance

Burn Assists					
Year	2015	2016	2017	2018	2019
Total Burn Assist Number	10	4	13	17	15
Total Burn Assist Acre	497	221	620	739	910
Agriculture Burn Assist Number	1	0	0	1	1
Silviculture Burn Assist Number	9	4	13	14	13
Land Clearing Burn Assist Number	0	0	0	2	1
Other Burn Assist Number	0	0	0	0	0
Agriculture Burn Assist Acre	1	0	0	56	10
Silviculture Burn Assist Acre	496	221	620	603	895
Land Clearing Burn Assist Acre	0	0	0	0	5
Out of County Agriculture Burn Assist Number	0	0	0	0	0
Out of County Silviculture Burn Assist Number	0	0	0	0	0
Out of County Land Clearing Burn Assist Number	0	0	0	0	0
Out of County Other Burn Assist Number	0	0	0	0	0
Out of County Agriculture Burn Assist Acre	0	0	0	0	0
Out of County Silviculture Burn Assist Acre	0	0	0	0	0
Out of County Land Clearing Burn Assist Acre	0	0	0	0	0

Burn Permits

The Georgia Forestry Commission issues burn permits for certain types of outdoor burning. There are many different ways a landowner can obtain a burn permit. Hand piled natural vegetation permits are obtained by logging on www.gatrees.org or by calling 1-800-GA-TREES. Landowners prescribe burning: Silviculture, land clearing, and agricultural land have to call the Candler County Unit at 912-685-5330 to obtain a burn permit.

Prescribed Burning Permits					
Year	2015	2016	2017	2018	2019
Total Number	1,858	2,127	2,613	2,369	2,168
Total Acre	6,692	7,974	8,388	9,030	8,713
Agriculture Number	152	143	130	128	123
Silviculture Number	179	193	265	270	294
Land Clearing Number	204	303	331	249	308
Others Number	0	0	0	0	0
Manual Annual Permit Number	0	0	0	0	0
Online Annual Permit Number	0	0	0	0	0
Online Permit Number	290	237	355	290	399
Online ACD Permit Number	3	3	3	7	15
Online ACD Permit Acres	3	9	27	83	56
Automatic Telephone (IVR) Number	1,030	1,244	1,529	1,425	1,029
Agriculture Acre	1,987	1,685	1,708	2,387	1,902
Silviculture Acre	4,225	5,526	5,890	6,138	6,237
Land Clearing Acre	480	763	790	505	518

Rural Fire Defense Units

Many years ago fire stations only existed within municipalities in Georgia. Today fire stations along with equipment are placed strategically throughout Georgia. Georgia Forestry Commission's Rural Fire Defense Program has been assisting unprotected rural fire communities in establishing an initial fire protection program since 1969. The rural fire defense program also reinforces existing fire departments by equipping them for fighting rural fires and providing the GFC with a back-up force of equipment and trained personnel for emergency forest fire use. For more information on how the Rural Fire Defense program operates please contact your Chief Ranger with the Georgia Forestry Commission.

The GFC has 11 pieces of equipment loaned out to the Metter Fire Department to help with fire suppression efforts in Candler County.

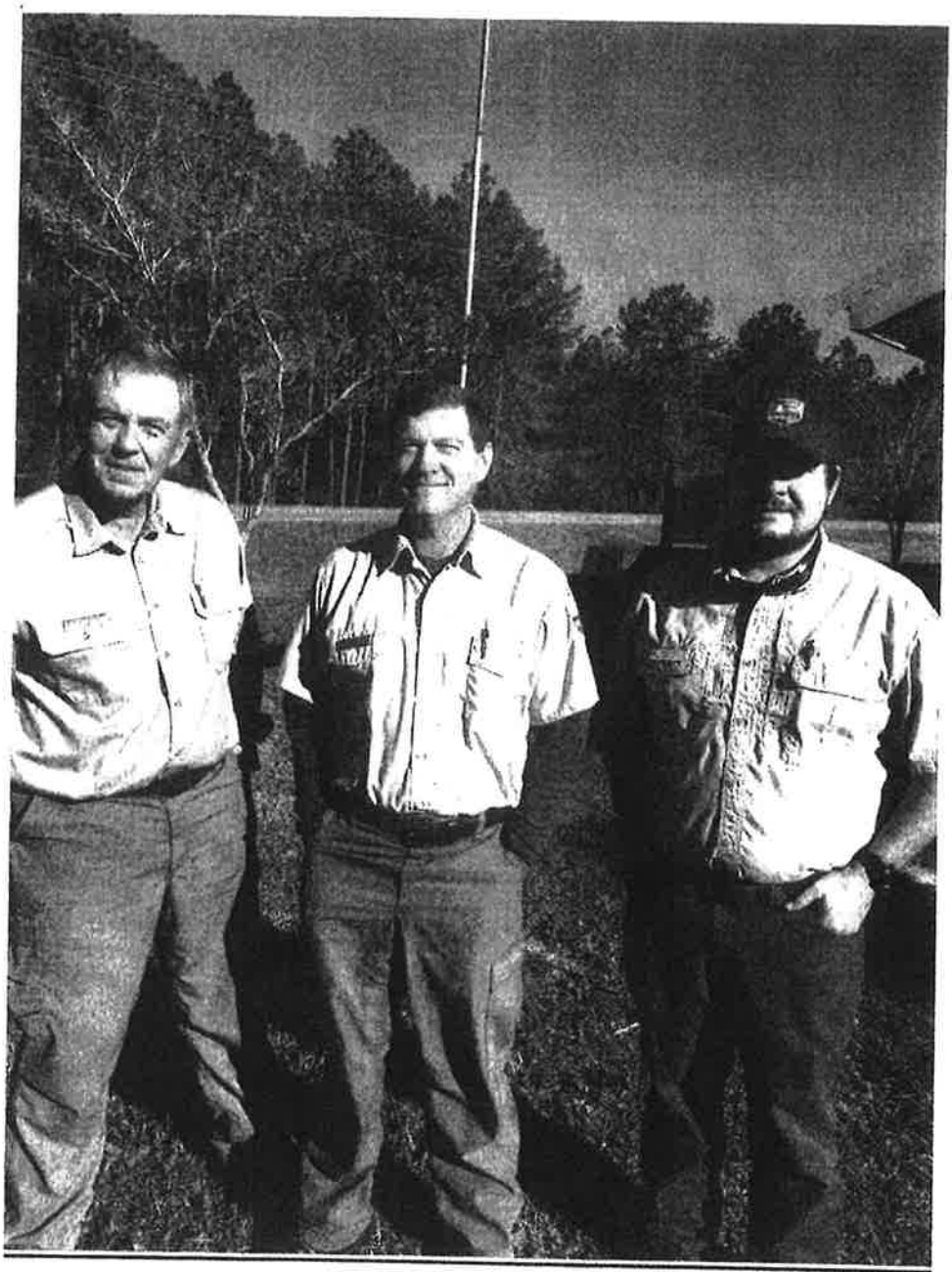
RFD Fiscal Year Fire Summary					
Cooperating Fire Departments	Candler				
Fiscal Year	2019				
Type Fire	Number	Acres	Light	Moderate	Extensive
Wildland	33	27.81			
Motorized Equipment	14	0.00	3	5	6
Structural	16	0.00	6	4	6
Miscellaneous	78	0.00	0	0	0
Grand Total	141	27.81	9	9	12
Number Pieces Of Equipment NOT In Service			0		
Total Number Pieces Of Equipment			11		
Number Counties Utilizing RFD Equipment			1		
Number Departments Utilizing RFD Equipment			1		
Total Number Of RFD Stations			2		

Reforestation

The Candler Unit sold **432,381** seedlings of pine and hardwoods to landowners in Candler County. You can still get seedlings by ordering at the local unit or online at www.gatrees.org

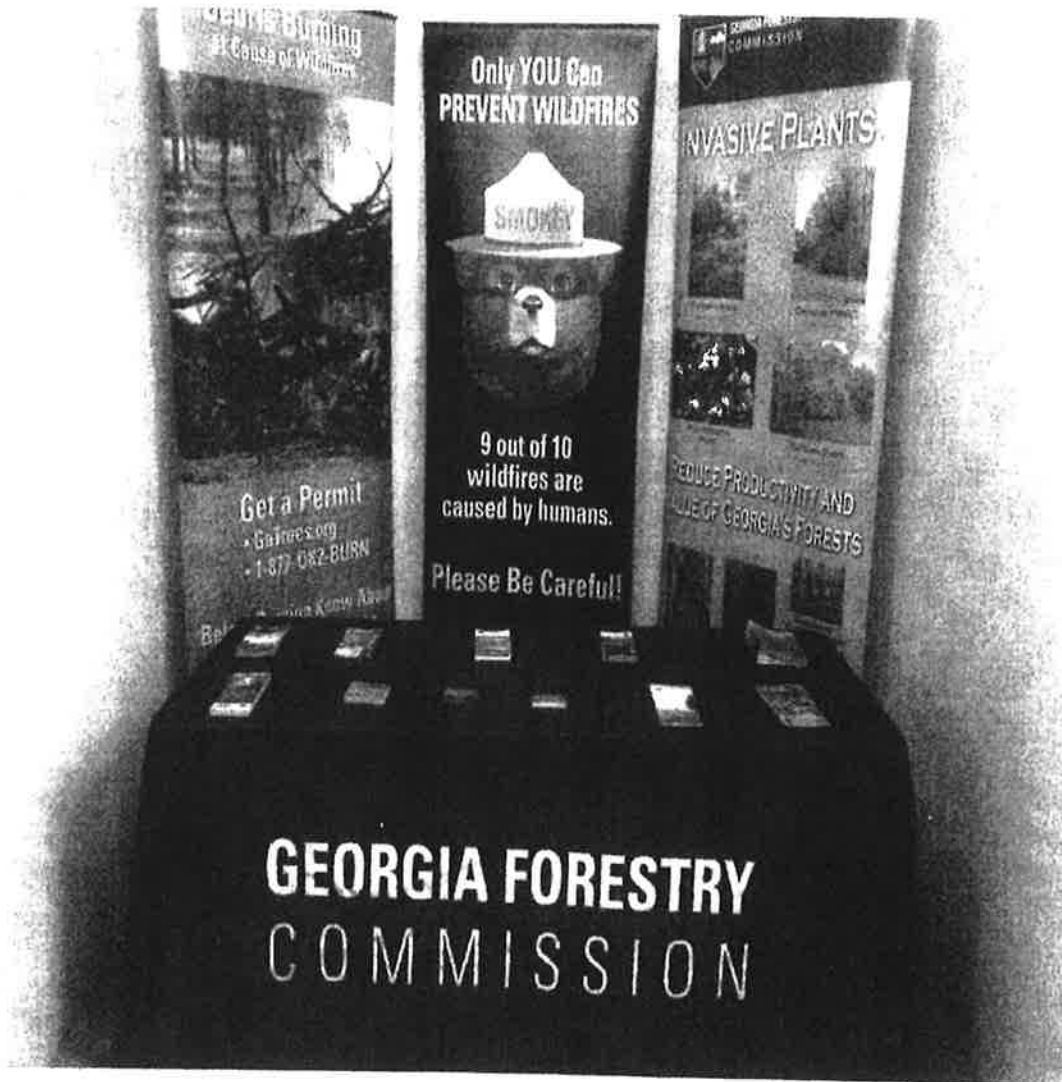


Candler County Forestry Commission Employees



Community Outreach

Candler Unit staff conducted 42 outreach programs that reached an estimated **7045** people in FY 19. These programs included Forest Education & Fire Prevention programs with Candler County Schools and Another Bloomin Festival in downtown Metter. GFC personnel also conducted **21** Firewise home site wildfire risk assessments in the wildland urban interface areas of Candler County.





Interagency Cooperation

It is the mission of the Candler County Forestry Unit to protect the lives and property of our citizens through forest protection and forest management. We are grateful to the Candler County Board of Commissioners for the support you provide in carrying out our mission.

In addition, we also wish to call attention to the invaluable assistance we receive from the Metter Fire Department. They are often called on for early size up information and structure protection on many of our calls where dwellings, sheds, equipment, etc. are in jeopardy. They are a dependable and effective component of the fire protection efforts in Candler County.

Candler County EMS

December 2019 Report

Total Calls----- (166)

Non-Transports – (43) DOA-(2) Standby – (3)

Emergency Transports – (122)

Non-Emergency Transports – (1) Hospice

Transport % - (74%)

Non-Transport % - (26%)

Fly Outs – (0) Mutual Aide – (1) Emanuel Fatality Accidents – (1) I-16

Destination Name

Candler County Hospital ----- (83)

East Georgia Regional Hospital Statesboro----- (21)

From CCH – (8) From Nursing Home – (1) By Request – (12)

Meadows Regional Hospital Vidalia ----- (5)

From CCH – (1) From Nursing Home – (0) By Request - - (4)

Memorial Medical Center Savannah ----- (6)

Augusta University Hospital (MCG) Augusta ----- (1)

Saint Joseph’s Hospital Savannah ----- (3) 1NH

Emanuel Medical Center Swainsboro ----- (0)

Candler General Hospital Savannah ----- (1) NH

University Hospital Augusta ----- (1)

Response to County Jail – (0) Nursing Home Calls – (37) Hospital Transfers-(19)

2015-(151) 2016-(165) 2017-(185) 2018-(95) 2019-(166)

Exhibit C

Account Number	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
GENERAL FUND					
100-11-1110	GENERAL FUND QNB	\$638,826.95	\$638,826.95	\$0.00	
100-11-1112	PAYROLL ACCT PSB	\$0.00	\$0.00	\$0.00	
100-11-1134	LANDFILL CLOSURE FUND QNB	\$11,285.36	\$11,285.36	\$0.00	
100-11-1135	JUVENILE COURT FUND QNB	\$1,019.27	\$1,019.27	\$0.00	
100-11-1136	PUBLIC BUILDING FUND	\$34,091.40	\$34,091.40	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$22,391.85	\$22,391.85	\$0.00	
100-11-1167	HOSPITAL LOC	\$108,476.81	\$108,476.81	\$0.00	
	HOSPITAL LOAN *9022			December 31 Balance	\$2,007,890.63
	HOSPITAL LOAN *9021			December 31 Balance	\$0.00
	HOSPITAL 30 DAY LOAN			December 31 Balance	\$0.00
100-11-1308	QNB CD (GF)-72770	\$233,562.40	\$233,562.40	\$0.00	12/15/2021 Maturity Date
100-11-1309	QNB LFILL CLO CD-72769	\$0.00	\$0.00	\$0.00	06/12/2019 Closed Date
100-11-1309	QNB LFILL CLO CD-72769	\$1,559,573.03	\$1,559,573.03	\$0.00	06/12/2021 Maturity Date
	Fund 100 Totals	\$2,609,227.07			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$42,866.00	\$42,866.00	\$0.00	
	Fund 212 Totals	\$42,866.00			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$115,428.24	\$115,428.24	\$0.00	
215-11-1303	CD_E911_QNB-72653	\$155,288.53	\$155,288.53	\$0.00	10/26/2021 Maturity Date
	Fund 215 Totals	\$270,716.77			
LMIG FUND					
250-11-1110	LMIG	\$612,484.44	\$612,484.44	\$0.00	
	Fund 250 Totals	\$612,484.44			
SSD FUND					
270-11-1110	Special Services District	\$511,748.64	\$511,748.64	\$0.00	
	Fund 250 Totals	\$511,748.64			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$78,577.44	\$78,577.44	\$0.00	
	Fund 285 Totals	\$78,577.44			
2011 & 2018 SPLOST					
320-11-1140	2011 SPLOST QNB	\$197,620.47	\$197,620.47	\$0.00	
320-11-1141	2018 SPLOST QNB	\$0.00	\$0.00	\$0.00	
320-11-1142	2018 SPLOST Hospital 20%	\$0.00	\$0.00	\$0.00	
	Fund 320 Totals	\$197,620.47			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$480,738.18	\$480,738.18	\$0.00	
321-11-1142	2018 SPLOST Hospital 20%	\$47,235.82	\$47,235.82	\$0.00	
	Fund 320 Totals	\$527,974.00			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$646,401.10	\$646,401.10	\$0.00	
	Fund 335 Totals	\$646,401.10			
	Report Totals	\$4,969,641.93			

Account Id	Account Description	2020 Budgeted	2020 Actual
Revenues:			
100-31-1100	REAL PROP-CUR YEAR	3,100,000.00	467,552.03
100-31-1120	TIMBER TAX	40,000.00	29,881.25
100-31-1190	HOSPITAL LEVY	245,000.00	42,757.23
100-31-1200	REAL PROP-PRIOR YEAR	225,000.00	0
100-31-1310	MOTOR VEHICLES	45,000.00	0.00
100-31-1314	ALTERNATIVE AD VAL T	6,300.00	0
100-31-1315	TAVT	300,000.00	234,163.26
100-31-1320	MOBILE HOME	27,000.00	1,974.62
100-31-1350	RAILROAD EQUIPMENT	0.00	3,317.67
100-31-1390	OTHER REVENUES	0.00	76.48
100-31-1500	PROPERTY NOT ON DIGE	125,000.00	1,720.28
100-31-1600	REAL ESTATE TRANSFER	40,000.00	11,296.94
100-31-3100	LOST	640,000.00	343,381.83
100-31-6300	FINANCIAL INSTITUTIO	35,000.00	0
100-31-9110	PEN & INT-REAL	150,000.00	63,079.68
100-31-9500	PEN & INT-FIFA	4,800.00	3,757.22
100-32-1240	HUNTING CAMP LIC/PER	1,500.00	1,650.00
100-32-2211	LAND TRANSFER FEE	1,500.00	980.00
100-32-2240	MOBILE HOME PERMITS	7,000.00	8,000.00
100-32-2250	ELECTRICAL PERMITS	2,000.00	910.00
100-32-2992	INSURANCE LAPSE FEES	2,500.00	0
100-32-4300	TAG PENALITES & INTE	16,000.00	0
100-33-1112	DEPUTY VEST GRANT - DOJ TREAS 310	0.00	3,087.50
100-33-1152	GEMA EMA PARTNERSHIP	7,328.00	0
100-33-1153	OP CAT FED INDIRECT/FEMA Reimbursements	0.00	31,863.60
100-33-4211	FAMILY CONNECTIONS GRANT	47,505.00	24,503.99
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	0.00	28,510.13
100-33-6002	DISPATCH METTER SHAR-FY2017 & FY2018	40,000.00	20,000.04
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	65,000.00	32,500.02
100-34-1120	STATE COURT - COMMUNITY SERVICE	3,000.00	1,248.50
100-34-1190	STATE COURT - JOF	1,400.00	900.00
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	30,000.00	11,604.90
100-34-1600	TAVT/Motor Vehicle County Fees	14,000.00	2,678.83
100-34-1601	MAIL FEES	700.00	0
100-34-1930	SALE OF MAPS	0.00	21.25
100-34-1940	COMMISSIONS ON TAXES	25,000.00	5,836.98
100-34-1941	METTER TAX COLLECTIO	5,400.00	2,800.00
100-34-2100	LAW ENFORCEMENT FEES	18,000.00	9,140.00
100-34-2200	GBI DRUG ENF-SALARY	38,000.00	16,149.76
100-34-2201	SCHOOL RESOURCE OFFICER	28,000.00	7,915.20
100-34-2301	METTER INMATE	10,000.00	0.00
100-34-2600	AMBULANCE FEES	450,000.00	221,702.15
100-34-2601	SVC FEE AMBULANCE(TA	425,000.00	73,914.98
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	0.00	200.15
100-34-2900	HOSPITAL DEBT SERVICE FEES	4,000.00	1,314.28
100-34-4131	RECYLED MATERIALS	4,000.00	2,844.70
100-34-4150	TIPPING LANDFILL FEES	80,000.00	38,108.41
100-34-4151	RESIDENTIAL LDFL USE	415,000.00	69,559.43

100-34-4152	RECYCLE CTR FEES	0.00	635.00
100-34-4153	INERT LANDFILL FEES	13,000.00	8,912.88
100-34-7202	JACK STRICKLAND RENT	6,500.00	1,875.00
100-34-7205	REC DEPT REGISTRATIO	25,000.00	11,705.00
100-34-7206	REC DEPT CONCESSIONS	10,000.00	1,054.64
100-34-7207	REC DEPT SPONSORS	12,000.00	1,044.80
100-34-7208	FIELD RENTAL	2,000.00	100.00
100-34-7209	REC DEPT ADMISSIONS	3,000.00	2,341.00
100-34-7210	REC DEPT TOURNAMENT	1,000.00	925.00
100-35-1110	SUPERIOR COURT FINES	4,000.00	596.25
100-35-1120	STATE COURT FINES	200,000.00	68,181.87
100-35-1130	MAGISTRATE COURT	35,000.00	17,358.00
100-35-1150	PROBATE COURT	25,000.00	12,512.00
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	26,000.00	7,800.11
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	5,000.00	9,001.87
100-35-1408	JUVE COURT ADD ON FEE	400.00	200.00
100-35-1901	PUBLIC DEFENDER FEES	1,000.00	167.00
100-36-1001	INTEREST INCOME	25,000.00	14,669.98
100-36-1002	INTEREST INCOME - LANDFILL CD	30,000.00	0
100-37-1120	HEALTH GRANT ACCG	1,500.00	750.00
100-38-9001	MISC SALE OF PIPE	15,000.00	4,721.70
100-38-9003	MISC TAX COMM FICA	6,100.00	5,949.70
100-38-9005	MISCELLANEOUS	0.00	14,860.18
100-38-9006	INSURANCE PROCEEDS	0.00	6,268.52
100-38-9999	CANCEL PRIOR YEAR EXPENSE	0.00	7,159.91
100-39-1800	FUND BALANCE USE	228,769.44	0
	General Fund Revenue Total	7,400,202.44	2,019,693.70

Expenditures:

100-1100	LEGISLATIVE	48,650.00	25,195.55
100-1300	EXECUTIVE	201,219.77	100,868.13
100-1400	ELECTIONS & VOTER REGISTRATION	89,567.34	30,375.99
100-1510	ADMINISTRATION	394,200.83	271,490.75
100-1514	BOARD OF EQUILIZATION:	6,700.00	2,521.45
100-1535	INFORMATION TECHNOLOGY:	186,587.00	93,697.34
100-1545	TAX COMMISSIONER	241,429.31	133,840.34
100-1550	TAX ASSESSOR	234,354.63	95,351.78
100-1565	PUBLIC BUILDINGS	235,568.00	113,705.33
100-2150	SUPERIOR COURT	206,200.34	102,588.55
100-2180	CLERK OF COURT	169,568.87	83,706.58
100-2300	STATE COURT	114,245.34	56,391.07
100-2400	MAGISTRATE COURT	86,685.70	43,278.17
100-2450	PROBATE COURT	124,627.09	64,215.03
100-3300	SHERIFF	1,252,292.47	590,831.73
100-3326	DETENTION CENTER	617,216.01	316,358.57
100-3600	EMERGENCY MEDICAL SERVICES	1,058,853.55	512,195.26
100-3700	CORONER	11,893.53	6,754.16
100-3920	EMERGENCY MANAGEMENT ASSOCIATION	9,590.47	5,449.59
100-4200	ROADS & BRIDGES	961,878.83	477,326.33
100-4520	COLLECTIONS	24,065.46	11,594.71
100-4530	SOLID WASTE DISPOSAL	451,581.61	194,220.30
100-5550	FAMILY CONNECTIONS:	48,000.00	24,508.25
100-7130	AGRICULTURAL RESOURCES	85,461.83	28,938.80
100-7450	CODE ENFORCEMENT	11,033.00	5,382.48
100-7460	RECREATION DEPARTMENT	268,890.45	135,973.69
100-8000	DEBT SERVICES:	25,000.00	12,500.00
100-9000	OTHER DEPARTMENTS	260,836.00	82,488.58
	General Fund Expenditure Total	7,426,197.43	3,621,748.51

Revenues:

212-35-1406	D.A.T.E. DRUG ABUSE FINES	1,500.00	539.60
212-36-1001	INTEREST INCOME	300.00	351.69
	D.A.T.E. Fund Revenue Total	1,800.00	891.29

Expenditures:

212-9000	OTHER DEPARTMENTS	1,800.00	0
	D.A.T.E. Fund Expenditure Total	1,800.00	0.00

Revenues:

215-34-2500	E-911 FEES REV	170,000.00	92,878.05
215-36-1001	INTEREST INCOME	500.00	2,980.72
	Fund 215 Revenue Total	170,500.00	95,858.77

Expenditures:

215-3800	E-911	175,000.00	81,854.88
	Fund 215 Expenditure Total	175,000.00	81,854.88

Revenues:

250-33-4254	DOT GRANT - 2019 LMIG	430,000.00	0
250-33-4256	DOT GRANT - 2020 LMIG	468,389.20	468,389.20
250-36-1001	LMIG INTEREST INCOME	1,500.00	3,952.14
	LMIG Revenue Total	899,889.20	472,341.34

Expenditures:

250-4200	ROADS & BRIDGES	1,029,767.29	426,319.59
	LMIG Expenditure Total	1,029,767.29	426,319.59

Revenues:

270-31-1350	RAILROAD EQUIPMENT	5,000.00	2,523.73
270-31-1750	FRANCHISE TAX-TELEVI	52,000.00	25,900.65
270-31-4200	ALCOHOL BEVERAGE EXC	90,000.00	49,764.04
270-31-6200	INSURANCE PREMIUM TAX	420,000.00	460,489.28
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	13,500.00	6,300.00
270-32-1200	GENERAL BUSINESS LICENSE	3,700.00	5,400.00
270-34-4110	REFUSE COLLECTION CHARGE	275,000.00	61,494.32
270-36-1001	INTEREST INCOME	3,500.00	2,681.08
	Special Service District Revenue Total	862,700.00	614,553.10

Expenditures:

270-1510	ADMINISTRATION	0.00	69.73
270-4520	COLLECTIONS	350,000.00	162,265.68
270-7450	CODE ENFORCEMENT	11,058.00	0
270-9000	OTHER DEPARTMENTS	471,760.50	238,008.90
	Special Service District Expenditure Total	832,818.50	400,344.31

Revenues:			
285-34-2900	JAIL STORE FUND	0.00	14,256.57
285-36-1001	INTEREST INCOME	0.00	19.85
	Fund 285 Revenue Total	0.00	14,276.42

Expenditures:			
285-3326	DETENTION CENTER	0.00	28,664.18
	Fund 285 Expenditure Total	0.00	28,664.18

Revenues:			
320-36-1003	INTEREST INC 2011 SP	4,000.00	2,528.26
	Fund 320 Revenue Total	4,000.00	2,528.26

Expenditures:			
320-1510	ADMINISTRATION	12,000.00	0
320-1535	320-1535	22,000.00	17,465.90
320-1550	TAX ASSESSOR	7,638.61	0
320-1565	PUBLIC BUILDINGS	15,878.47	4,820.65
320-3300	SHERIFF	7,880.00	8,209.50
320-3500	320-3500	24,280.00	4,482.25
320-3600	EMERGENCY MEDICAL SERVICES	7,200.00	0
320-4965	RECREATIONAL DEPT:	0.00	2,160.00
320-4967	COUNTY 2011 SPLOST:	0.00	5,891.27
320-7460	RECREATION DEPARTMENT	15,000.00	16,285.00
320-8000	DEBT SERVICE:	108,625.64	108,626.64
	Fund 320 Expenditure Total	220,502.72	167,941.21

Revenues:			
321-31-3208	2018 SPLOST (COUNTY 56%)	616,000.00	313,736.04
321-31-3209	2018 SPLOST (Hospital 20%)	250,000.00	140,060.74
321-31-3210	2018 SPLOST (Metter 40%)	440,000.00	224,097.17
321-31-3211	2018 SPLOST (Pulaski 4%)	44,000.00	22,409.72
321-36-1005	INTEREST INC 2018 SP	6,000.00	4,078.07
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	0.00	197.51
	Fund 321 Revenue Total	1,356,000.00	704,579.25

Expenditures:			
321-1535	321-1535	10,000.00	5,310.90
321-1565	PUBLIC BUILDINGS	100,000.00	0
321-3300	SHERIFF	289,935.74	168,922.95
321-3920	EMERGENCY MANAGEMENT ASSOCIATION	8,200.00	8,712.00
321-4200	ROADS & BRIDGES	65,000.00	59,193.99
321-4530	SOLID WASTE DISPOSAL	10,000.00	0
321-4963	321-4963	425,000.00	224,097.17
321-4964	321-4964	43,000.00	22,409.72
321-4968	321-4968	267,000.00	140,060.74
321-7460	RECREATION DEPARTMENT	150,000.00	0
	Fund 321 Expenditure Total	1,368,135.74	628,707.47

Revenues:

335-31-3204	TIA SPLOST	225,000.00	135,952.03
335-36-1004	INTEREST INC TIA SPL	6,000.00	5,456.69
Fund 335 Revenue Total		231,000.00	141,408.72

Expenditures:

335-4968	2012 TIA SPLOST:	471,048.45	265,772.63
Fund 335 Expenditure Total		471,048.45	265,772.63

Revenue Account Range: First to Last Include Non-Anticipated: Yes
Expend Account Range: First to Last Include Non-Budget: No
Print Zero YTD Activity: No 2020 As Of: 12/31/19

	FY2019	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 110,246.13	\$ 22,049.23	\$ 88,196.90	\$ 35,278.76	\$ 3,527.88	\$ 49,390.27
August	\$ 114,954.34	\$ 22,990.87	\$ 91,963.47	\$ 36,785.39	\$ 3,678.54	\$ 51,499.54
September	\$ 109,679.12	\$ 21,935.82	\$ 87,743.30	\$ 35,097.32	\$ 3,509.73	\$ 49,136.25
October	\$ 109,731.74	\$ 21,946.35	\$ 87,785.39	\$ 35,114.16	\$ 3,511.42	\$ 49,159.82
November	\$ 119,386.08	\$ 23,877.22	\$ 95,508.86	\$ 38,203.55	\$ 3,820.35	\$ 53,484.96
December	\$ 105,842.93	\$ 21,168.59	\$ 84,674.34	\$ 33,869.74	\$ 3,386.97	\$ 47,417.63
January	\$ 106,437.84	\$ 21,287.57	\$ 85,150.27	\$ 34,060.11	\$ 3,406.01	\$ 47,684.15
February	\$ 105,878.56	\$ 21,175.71	\$ 84,702.85	\$ 33,881.14	\$ 3,388.11	\$ 47,433.59
March	\$ 99,434.97	\$ 19,886.99	\$ 79,547.98	\$ 31,819.19	\$ 3,181.92	\$ 44,546.87
April	\$ 117,339.34	\$ 23,467.87	\$ 93,871.47	\$ 37,548.59	\$ 3,754.86	\$ 52,568.02
May	\$ 112,543.87	\$ 22,508.77	\$ 90,035.10	\$ 36,014.04	\$ 3,601.40	\$ 50,419.65
June	\$ 113,404.60	\$ 22,680.92	\$ 90,723.68	\$ 36,289.47	\$ 3,628.95	\$ 50,805.26
Totals	\$ 1,324,879.52	\$ 264,975.90	\$ 1,059,903.62	\$ 423,961.45	\$ 42,396.14	\$ 593,546.02

\$ 1,333,333.00
99.37%

	FY2020	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 114,653.18	\$ 22,930.64	\$ 91,722.54	\$ 36,689.02	\$ 3,668.90	\$ 51,364.62
August	\$ 119,730.47	\$ 23,946.09	\$ 95,784.38	\$ 38,313.75	\$ 3,831.38	\$ 53,639.25
September	\$ 111,955.15	\$ 22,391.03	\$ 89,564.12	\$ 35,825.65	\$ 3,582.56	\$ 50,155.91
October	\$ 115,002.35	\$ 23,000.47	\$ 92,001.88	\$ 36,800.75	\$ 3,680.08	\$ 51,521.05
November	\$ 130,021.03	\$ 26,004.21	\$ 104,016.82	\$ 41,606.73	\$ 4,160.67	\$ 58,249.42
Nov Pro Rata	\$ 383.45	\$ 76.69	\$ 306.76	\$ 122.70	\$ 12.27	\$ 171.79
December	\$ 108,558.04	\$ 21,711.61	\$ 86,846.43	\$ 34,738.57	\$ 3,473.86	\$ 48,634.00
January	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
February	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
March	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 700,303.67	\$ 140,060.73	\$ 560,242.94	\$ 224,097.17	\$ 22,409.72	\$ 313,736.04

52.52%

Exhibit D

Annex A Part 5

Fiscal Agent Designation and Acceptance Agreement

COUNTY: Candler

The Board of Commissioners of Candler County agrees to serve
legal name of agency or board

as the Fiscal Agent for the Candler County Family Connection
name of Georgia Family Connection collaborative

for the period of July 1, 2019 through June 30, 2020.

The Fiscal Agent certifies they 1) understand this is a 12 month commitment, 2) understand expenses are reimbursable on a quarterly basis, 3) agree to receive all financial correspondence and payments relating to the funds, and make all records available for any required financial audit, 4) have appropriate accounting and financial systems to document costs incurred and claims made and 5) agree the local Family Connection collaborative board is the body responsible for all decisions associated with budgeting of these funds, but will ensure such decisions shall be in compliance with the Fiscal Agent's own policies and procedures.

Mail signed agreement with signed IRS W-9 form to:

FY 2020 Fiscal Agent Information
Georgia Family Connection Partnership
235 Peachtree Street
Suite 1600
Atlanta, GA 30303-1422

Deadline: February 15, 2019

Family Connection Collaborative Chairperson:

[Signature]
(Signature in ink)

Dennis D Allen
(Print Name in Block Letters)

Date: 1-14-19

Family Connection Coordinator:

[Signature]
(Signature in Ink)

Lisa Brown Bigden
(Print Name in Block Letters)

Date: 1-14-19

Fiscal Agent:

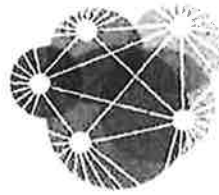
Fiscal Agent's fiscal year end date
(month and day): 6/30

[Signature]
(Signature of agency representative legally responsible to enter into contract. Signature in ink)

Bryan Aasheim
(Print Name in Block Letters)

Title: Administrator
(Print Title in Block Letters)

Date: 2/14/19



GEORGIA
family connection
 PARTNERSHIP

Responsibilities of a Georgia Family Connection Collaborative

Collaborative

In order to fulfill the Georgia General Assembly's intent for the Georgia Family Connection appropriation, safeguard the integrity of the statewide network, and achieve the network's mission of improving outcomes for children and families, we—as a local Georgia Family Connection Collaborative and a member of the Georgia Family Connection statewide network—agree to:

- always act in the best interest of the Georgia Family Connection statewide network and the communities we serve;
- operate within the framework of Georgia Family Connection's disciplined model of collaboration;
- identify a Collaborative governing body and fiscal agent to provide leadership and oversight to the Collaborative's work and finances;
- review and adhere to all requirements as outlined in the Georgia Department of Human Services (DHS) contract and any additional policies developed by the Collaborative to guard against conflicts of interest and acting for personal gain;
- demonstrate effective collaboration by being inclusive and nonpartisan, and by opening the process to all interested parties; and
- develop and implement a data-driven annual plan that focuses on indicators of child and family well-being.

Governing Body

The governing body is responsible for ensuring that the Collaborative engages in activities that help further its organizational purpose and the statewide network's purpose. The governing body, at a minimum:

- elects a chair who can take action on behalf of the governing body for the good of the Collaborative;
- ensures that decisions are made jointly and are documented in meeting minutes;
- regularly meets, communicates, and takes action in support of agreed-upon plans for improving outcomes for children and families;
- ensures that the appropriate processes and agreements are in place and documented so the Collaborative can maintain organizational function, roles, and integrity, with written documents including, but not limited to, agreements between the Collaborative and partners, by-laws, meeting agendas and minutes, sign-in sheets, and policies and procedures;

Responsibilities of a Georgia Family Connection Collaborative

- provides leadership and oversight for the Collaborative's work, including, but not limited to, using data to assess the community and identify priorities; develops, implements, sustains and reports on the annual plan; and holds itself and the Collaborative accountable for community improvement;
- annually reviews, with the fiscal agent, the Responsibilities of a Georgia Family Connection Collaborative;
- formalizes, in an annual written agreement, the relationship between the fiscal agent and the Collaborative;
- provides, in concert with the fiscal agent, oversight of the Georgia Family Connection fiscal allocation, including, but not limited to, developing the budget for the allocation and any subsequent revisions; ensuring that it is formally approved by vote and the act of approval recorded in the minutes of that meeting; and by ensuring compliance with fiscal agent policies and procedures, and with Georgia Family Connection Partnership (GaFCP) and DHS contractual and reporting requirements;
- develops and manages, in association with the fiscal agent, a written contract for an independent contractor, which includes, but is not limited to, specific deliverables; reporting, invoicing, and payment requirements; and provisions for the fiscal agent's role in the initial hiring of a contractor and in a routine contract performance review to ensure that the contractor meets the terms of the contract;
- supervises the salaried Family Connection coordinator or executive director, which includes, but is not limited to, providing in writing, and in accord with the employment policies of the fiscal agent, a job description; terms for employment, including salary, benefits if any, travel and leave policies, work hours, and reporting requirements; and provisions for the fiscal agent's role in the initial hiring of the salaried employee and in a routine performance assessment; and
- builds the Collaborative's capacity for governance, and develops, implements, and sustains data-informed, community-inclusive annual plans that measurably impact and improve outcomes for children and families by actively working with GaFCP staff and consultants, and by participating in the training and peer opportunities GaFCP organizes and sponsors.

Collaborative Coordinator/Executive Director

The Collaborative coordinator or executive director staff position carries with it certain responsibilities that will advance the work and preserve the integrity of the local Collaborative and the Georgia Family Connection statewide network. Under the direction of the Collaborative governing body, the coordinator or executive director, at a minimum:

- serves, in conjunction with the Collaborative chair, as liaison between the Collaborative, the community, and GaFCP;
- ensures, in conjunction with the Collaborative governing body, that all Collaborative and fiscal-agent policies and procedures are followed; that the governing body and fiscal agent determine and approve the budget and any subsequent revisions for the fiscal allocation, and document those actions in meeting minutes; and that GaFCP's and DHS's contractual and reporting requirements are met in a timely manner;
- coordinates the development and implementation of the Collaborative's annual plan as guided by the Collaborative governing body and supported by Collaborative partners;
- reports regularly to the Collaborative governing body at meetings and via email on actions taken on behalf of the Collaborative, including, but not limited to, progress on annual plan development and implementation; coordination of activities with Collaborative partners; meetings attended; all GaFCP required reports prepared

Responsibilities of a Georgia Family Connection Collaborative

and submitted; new contacts; data updates; new fund sources; presentations given; and work with GaFCP and Family Connection peers;

- supports the Collaborative's meeting and communications needs; and
- develops and expands personal professional capacity by actively working with GaFCP staff and its consultants and participates in the training and peer opportunities GaFCP organizes and sponsors.

Collaborative Chair and Collaborative Coordinator/Executive Director

Having read and understood all the responsibilities of a Georgia Family Connection Collaborative, we hereby agree, as reflected in the governing body's minutes, to be responsible for the fulfillment of the duties set forth herein.

Collaborative Name: Carroll County Family Connection

Collaborative Chair:

Dennis D. Allen [Signature] 1-14-19
 Print Name Signature Date

Collaborative Coordinator:

Lisa Brown Bigler [Signature] 1-14-19
 Print Name Signature Date

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CANDLER COUNTY BOARD OF COMMISSIONERS

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see Instructions) ▶ **EXEMPT**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1075 E HIAWATHA ST STE A

6 City, state, and ZIP code
METTER, GA 30439

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-			
--	--	--	---	--	--	--	---	--	--	--

OR

Employer identification number

5	8	-	6	0	0	0	7	9	3
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ 

Date ▶ 2/14/19

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

Exhibit E

Pursuant to O.C.G.A. § 21-2-131, The Candler County Commissioners set the following Qualifying Fees:

<u>Office</u>	<u>Minimum Salary</u>	<u>3%</u>
<u>County Commission, Chairman</u>	\$ 10,000	\$ 300
<u>County Commission, District 1</u>	\$ 4,800	\$ 144
<u>County Commission, District 3</u>	\$ 4,800	\$ 144
<u>Probate Judge</u>	\$ 40,968	\$ 1,229
<u>Clerk of Court</u>	\$ 40,968	\$ 1,229
<u>Solicitor</u>	\$ 32,959	\$ 989
<u>Coroner</u>	\$ 8,121	\$ 244
<u>Sheriff</u>	\$ 46,918	\$ 1,408
<u>State Court Judge</u>	\$ 36,621	\$ 1,099
<u>Surveyor</u>	\$ -	\$ 100
<u>Tax Commissioner</u>	\$ 40,968	\$ 1,229

<u>Office</u>	<u>2019 Gross Salary + Supplements</u>	<u>3%</u>
<u>Board of Education, District 1</u>	\$ 4,800	\$ 144
<u>Board of Education, District 3</u>	\$ 4,800	\$ 144
<u>Board of Education, District 5</u>	\$ 4,800	\$ 144

This the 6th day of January, 2020

Maramba K. Jank
 Clerk, Candler County
 Board of Commissioners



Exhibit F

STATE OF GEORGIA
CANDLER COUNTY

RESOLUTION

BE IT RESOLVED, by the Commission Chairman and Board of Commissioners of Candler County it is hereby resolved, that foregoing attached Agreement, relative to the aforementioned projects and that Glyn Thrift as Commission Chairman and Kellie Lank, as Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said by the Commission Chairman and Board of Commissioners of Candler County

Passed and Adopted this 6th day of January, 2020.

COUNTY OF CANDLER, GEORGIA

Attest: Maramba K. Lank
Kellie Lank, Clerk

By: Glyn Thrift
Glyn Thrift, Chairman

CLERK'S CERTIFICATE

The undersigned Clerk of the Board of Commissioners of Candler County, keeper of the records and seal thereof, certifies that the foregoing is a true and correct copy of a resolution approved and adopted by majority vote of said Board of Commissioners in a meeting assembled on Jan. 6 2020, the original of which resolution has been entered in the official records of said Board of Commissioners under my supervision and is in my official possession, custody, and control.

I further certify that said meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia.



Marande K. Lank

Kellie Lank

Board of Commissioners of Candler County

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By and Between



THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

CANDLER COUNTY

This Agreement, made and entered into this 6th day of January 2020 ("Effective Date"), by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CANDLER COUNTY, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

WHEREAS, pursuant to O.C.G.A. § 48-8-240 et seq., the General Assembly adopted the Transportation Investment Act of 2010 which creates twelve (12) special districts of the State and authorized elections to be held in each special district which would allow each special district independently of any other district to approve and authorize the imposition of a special district transportation sales and use tax to fund transportation projects within the special district ("Act"); and

WHEREAS, on July 31, 2012, three (3) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, and the Heart of Georgia Altamaha special tax district; and

WHEREAS, the Southern Georgia special tax district voted to levy the special district sales and use tax on May 22, 2018 by voter referendum; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing And Investment Commission dated January 1, 2013, and amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

WHEREAS, the LOCAL GOVERNMENT desires to deliver all or part of the scope for the following project(s) as set forth in Exhibit C:

- 1) Eden Church Road, HG-0159, P.I. 0011871

hereinafter individually referred to as "PROJECT" and collectively referred to as "PROJECTS"; and

WHEREAS the PROJECTS were approved by the final regional transportation roundtable for the special district and provided to the Director of Planning in accordance with O.C.G.A. § 48-8-243(b); and

WHEREAS, the LOCAL GOVERNMENT has indicated that it is qualified and experienced to provide such services necessary for all or part of the scope of the PROJECTS and the DEPARTMENT has relied upon such representations; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(c)(4), the DEPARTMENT has made the determination that the LOCAL GOVERNMENT has the requisite experience to undertake the PROJECTS as set forth in the Local Project Delivery Application form, Appendix A, attached hereto and incorporated herein by reference; and

WHEREAS, the LOCAL GOVERNMENT has been approved by the DEPARTMENT to deliver these PROJECTS; and,

WHEREAS, pursuant to provisions of O.C.G.A. § 48-8-249(b), GSFIC is authorized to dispense special district transportation sales and use tax proceeds upon the receipt of certified invoices from the DEPARTMENT of the completion of an Eligible PROJECT Cost, as herein defined, as reimbursement to the DEPARTMENT; and

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶1(a).

NOW, THEREFORE, in consideration of the mutual promises and the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT do hereby agree as follows:

**ARTICLE I
SCOPE AND PROCEDURE**

A. General Scope and Procedures. The SCOPE AND PROCEDURE for the PROJECTS is set forth in "Exhibit C", Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

The LOCAL GOVERNMENT shall be responsible for assuring that the PROJECTS will be economically feasible and that the design and construction will be based upon sound engineering principles, meet American Association of State Highway and Transportation Officials ("AASHTO") Guidelines and will be sensitive to ecological, environmental and archaeological issues. The LOCAL GOVERNMENT shall also be responsible for assuring that the PROJECTS meet and comply with the scope as defined in the Approved Investment List.

It is understood and agreed that the reimbursement for the PROJECTS shall be dependent on the DEPARTMENT's review and approval of the certified vouchers and contingent upon the availability of special district transportation sales and use tax proceeds, hereinafter referred to as "TIA PROCEEDS", as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT shall work with the DEPARTMENT or its designees, as may be designated by the DEPARTMENT at a later date, who will advise the LOCAL GOVERNMENT on the work scope and provide guidance and required approvals during implementation of the PROJECTS.

B. Local Project Delivery Application. The LOCAL GOVERNMENT has submitted its Local Project Delivery Application to administer the PROJECTS, attached hereto as Appendix A. The DEPARTMENT'S State TIA Administrator has reviewed, confirmed and approved the Local Project Delivery Application for the LOCAL GOVERNMENT to develop the PROJECTS within the scope of its certification. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or expenditures made pursuant to other funding agreements shall not be reimbursed by the DEPARTMENT.

C. Applicable Laws, Regulations and Standards. During the duration of the PROJECTS and this Agreement, the LOCAL GOVERNMENT has and will take into consideration, and has and will comply with, as applicable, the DEPARTMENT'S Transportation Investment Act of 2010 Manual - Processes and Procedures, available on the DEPARTMENT'S website, and as may be amended or supplemented from time to time and including addenda (hereinafter referred to as "TIA Manual"), and other standards and guidelines as may be applicable to the PROJECTS. The DEPARTMENT may in its sole discretion waive certain requirements set forth in the TIA Manual unilaterally or upon receipt of a written request from the LOCAL GOVERNMENT.

D. Notices to Proceed. The work shall be carried on in accordance with the schedule attached to this Agreement as "Exhibit A" WORK SCHEDULE with the understanding that unforeseen events may make necessary some minor variations in that schedule. The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

No work on any phase of the PROJECTS shall begin without a written notice to proceed from the DEPARTMENT to the LOCAL GOVERNMENT for each of the following separate phases:

- 1) Preliminary Engineering Activities - Concept Report Approval
- 2) Preliminary Engineering Activities - Field Plan Review Approval
- 3) Right of Way
- 4) Construction - Notice to Advertise
- 5) Construction - Notice to Proceed
- 6) Transit - Operations Per Year (if applicable)

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL

GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. Preliminary Engineering Activities. The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering ("PE") activities for the PROJECTS. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

F. Right of Way Acquisition. The LOCAL GOVERNMENT shall be solely responsible for Right of Way Acquisition. The Right of Way (hereinafter referred to as "ROW") activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss funding.

Upon approval of the ROW plans by the DEPARTMENT, the LOCAL GOVERNMENT may begin the acquisition of the necessary ROW for the PROJECTS. ROW acquisition can occur concurrently with the environmental process once final impacts are known, provided that the DEPARTMENT has provided a written notice to proceed to the LOCAL GOVERNMENT to stake the ROW and proceed with all pre-acquisition ROW activities. LOCAL GOVERNMENT shall acquire ROW, if required, and related ROW services for the PROJECTS. Further, the LOCAL GOVERNMENT shall be responsible for making all changes to the approved ROW plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to purchase the ROW or to match actual conditions encountered.

Reimbursement of acquisition expenses will be eligible on a monthly basis. After completion of all land and improvement acquisition; completion of all property management; completion of all demolition; and, after all occupants have relocated off the PROJECTS, the LOCAL GOVERNMENT shall certify in writing to the DEPARTMENT that title to all parcels, whether acquired by deed or condemnation, has been quitclaimed from the LOCAL GOVERNMENT to the DEPARTMENT where PROJECTS are located on a federal or state route, and that all property management, all demolition and all relocation has been completed. Said certification will include a statement that "All parcels are vacant and immediately available for construction purposes".

The LOCAL GOVERNMENT agrees to pay for the defense of any and all suits, if any should arise, involving property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation. To the extent allowed by law, the LOCAL GOVERNMENT hereby agrees to indemnify and hold harmless the DEPARTMENT, the State of Georgia and its departments, agencies and instrumentalities and all of their respective officers, members, employees and directors from and against any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, due to due to liability to a third party or Parties, arising from, related to, or caused by property titles and/or contaminated properties associated with the acquisition of ROW by deed or condemnation.

G. Utility/Railroad Activities. The LOCAL GOVERNMENT shall be solely responsible for the Utility/Railroad Activities for the PROJECTS. The Utility/Railroad Activities shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

H. Construction. The LOCAL GOVERNMENT shall be solely responsible for Construction. Construction shall be accomplished in accordance with the ACT, the DEPARTMENT's TIA Manual, and all applicable design guidelines and policies of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

The LOCAL GOVERNMENT shall ensure that all contracts as well as any subcontracts for the construction and implementation of the PROJECTS shall comply with the applicable State legal requirements imposed on the DEPARTMENT and any amendments thereto. The LOCAL GOVERNMENT is required and does agree to abide by those provisions governing the DEPARTMENT's authority to contract Sections 32-2-60 through 32-2-77 of the Official Code of Georgia Annotated; the DEPARTMENT's Rules and Regulations governing the Prequalification of Prospective Bidders, Chapter 672-5; the DEPARTMENT's *Standard Specifications and Special Provisions*, Current Edition, as amended in the DEPARTMENT's *Supplemental Specifications Book*, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

The LOCAL GOVERNMENT shall be solely responsible for Letting the PROJECTS to construction, for the execution of all applicable agreements, and for securing and awarding the construction contract for the PROJECTS after the following items have been completed and submitted by the LOCAL GOVERNMENT to the DEPARTMENT:

- 1. Submittal of acceptable PE activity deliverables for the PROJECTS as noted in the TIA Manual; and
- 2. Providing the necessary certifications as set forth in the TIA Manual.

The work can be performed by the LOCAL GOVERNMENT or can be subcontracted through the appropriate procurement process to a private contractor or government entity as may be appropriate. If the work is performed by a private contractor, the LOCAL GOVERNMENT is responsible for preparing the bid contract documents and letting the work out for bid in accordance with the express limitations as provided in Part 2 of Chapter 4 of Article 3 of Title 32 or any other applicable provisions of State law. Upon opening bids, the LOCAL GOVERNMENT shall award the PROJECTS to the lowest reliable bidder. The LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements of the DEPARTMENT's TIA Manual.

Prior to award of the PROJECTS, the LOCAL GOVERNMENT shall submit to the DEPARTMENT a bid tabulation and the LOCAL GOVERNMENT's recommendation for awarding the PROJECTS. The DEPARTMENT will review the information focusing on budget proposals and issue a written recommendation to award or reject the bids. If a recommendation to award is given by the DEPARTMENT a written Notice to Proceed with Construction will be issued. No work shall begin until this Notice to Proceed has been issued to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT will be responsible for performing the construction, inspection, supervision and documentation. At the discretion of the DEPARTMENT, spot inspection and material testing will be performed by the DEPARTMENT when deemed necessary by the DEPARTMENT and pursuant to the TIA Manual.

- I. RESERVED.
- J. RESERVED.
- K. Reporting. During each phase of the PROJECTS, on a monthly basis, the LOCAL GOVERNMENT must submit to the DEPARTMENT the Estimated Costs to Complete and the Estimated Costs at Completion.

**ARTICLE II
REVIEW OF WORK**

Authorized representatives of the DEPARTMENT, GSFIC and the Citizens Review Panel as defined in O.C.G.A. § 48-8-251 may at all reasonable times review and inspect the activities and data collected under the terms of this Agreement and amendments thereto, including but not limited to, all reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the LOCAL GOVERNMENT. The DEPARTMENT reserves the right for reviews and acceptance on the part of affected public agencies, railroads and utilities insofar as the interest of each is concerned.

Acceptance shall not relieve the LOCAL GOVERNMENT of its obligation to correct, at its expense, any of its errors in the work. The DEPARTMENT's review recommendations shall be incorporated into the work activities of the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall keep accurate records in a manner approved by the DEPARTMENT with regard to the PROJECTS and submit to the DEPARTMENT, upon request, such information and documentation as is required in order to ensure compliance with this Article and the ACT.

**ARTICLE III
TERM OF AGREEMENT AND TIME OF PERFORMANCE**

A. Term of Agreement. This Agreement will commence on the Effective Date as defined above and continue for a period of ten (10) years, unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

B. Time of Performance. TIME IS OF THE ESSENCE IN THIS AGREEMENT. The LOCAL GOVERNMENT shall perform its responsibilities for the PROJECTS, commencing upon receipt from the DEPARTMENT of written Notice to Proceed for each Phase as outline in Article I.D above.

C. The work shall be carried on expeditiously, it being understood, however, that this Agreement may be extended or continued in force by mutual consent of the parties and evidenced by a written amendment thereto. If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to take control of the PROJECTS and to complete the PROJECTS through its own process.

**ARTICLE IV
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

The LOCAL GOVERNMENT shall, to the extent permitted by law, be responsible for any and all damages to property or persons and shall indemnify and save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions or damages of any nature whatsoever resulting from the negligence of the LOCAL GOVERNMENT in the performance of the work under this Agreement.

It is understood by the LOCAL GOVERNMENT that claims, damages, losses, and expenses may include monetary claims made by the construction contractor for the PROJECTS, and its related facilities, that are a result of the LOCAL GOVERNMENT's negligence or improper representation in the plans.

The LOCAL GOVERNMENT shall ensure that all provisions of this Article are included in all contracts and subcontracts.

These indemnities shall not be limited by reason of any insurance coverage held by the LOCAL GOVERNMENT or the LOCAL GOVERNMENT's contractors or subcontractors as allowed by law.

**ARTICLE V
INSURANCE**

It is understood that the LOCAL GOVERNMENT (indicate by checking which is applicable):

is self-insured and all claims against LOCAL GOVERNMENT will be handled through
OR

shall, prior to beginning work, obtain and furnish to the DEPARTMENT certificates and the endorsement page for the minimum amounts of insurance indicated below.

Prior to beginning work, the LOCAL GOVERNMENT shall cause its engineering firms, contractors and subcontractors to obtain and furnish certificates and the endorsement page to the DEPARTMENT for the minimum amounts of insurance indicated below.

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.
- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
 - i. For Professionals - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects - \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants - \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

The above listed instrument(s) of insurance shall be maintained in full force and effect during the life of the Agreement and until final completion of the PROJECTS.

ARTICLE VI
COMPENSATION AND PAYMENT

A. 100% TIA Funded Project.

THE LOCAL GOVERNMENT ACKNOWLEDGES THAT THE PROJECTS ARE 100% FUNDED WITH TIA PROCEEDS COLLECTED PURSUANT TO THE ACT AND THAT THE DEPARTMENT'S PAYMENT OBLIGATIONS RELATED TO THE PROJECTS ARE STRICTLY LIMITED AS SET FORTH HEREIN. THE LOCAL GOVERNMENT FURTHER ACKNOWLEDGES THAT NO ENTITY OF THE STATE OF GEORGIA OTHER THAN THE DEPARTMENT HAS ANY OBLIGATIONS TO THE LOCAL GOVERNMENT RELATED TO THESE PROJECTS.

THE OBLIGATION OF THE DEPARTMENT TO PAY OR REIMBURSE ANY INCURRED COST IS EXPRESSLY LIMITED TO THE AMOUNT OF TIA PROCEEDS REMITTED TO THE DEPARTMENT BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. THIS AGREEMENT DOES NOT OBLIGATE THE DEPARTMENT TO MAKE ANY PAYMENT TO THE LOCAL GOVERNMENT FROM ANY FUNDS OTHER THAN THOSE MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS BY GSFIC AND DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS. IN THE EVENT THE FUNDS MADE AVAILABLE TO THE DEPARTMENT FROM TIA PROCEEDS ARE INSUFFICIENT FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT, THE DEPARTMENT'S PAYMENT OBLIGATIONS SHALL NOT EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS AND THE DEPARTMENT SHALL HAVE THE RIGHT AT ITS SOLE DISCRETION TO TERMINATE THIS AGREEMENT IMMEDIATELY UPON NOTICE TO THE LOCAL GOVERNMENT WITHOUT FURTHER OBLIGATION OF THE DEPARTMENT TO THE EXTENT THAT THE OBLIGATIONS EXCEED THE AVAILABILITY OF SUCH TIA PROCEEDS FOR THE PROJECTS AS DESIGNATED BY THE DEPARTMENT. THE DEPARTMENT'S CERTIFICATION AS TO THE AVAILABILITY OF TIA PROCEEDS AS DESIGNATED BY THE DEPARTMENT FOR THE PROJECTS SHALL BE CONCLUSIVE.

Any payments shall be made to the LOCAL GOVERNMENT after receipt of such transportation sales and use tax proceeds from GSFIC. The parties agree that the provisions of the Georgia Prompt Pay Act, O.C.G.A. § 13-11-1 *et seq.*, do not control and that the LOCAL GOVERNMENT waives any and all rights it may have under said Act.

The LOCAL GOVERNMENT shall ensure that the provisions of this Article are included in all contracts and subcontracts.

To the extent practically possible, the DEPARTMENT will provide notification to the LOCAL GOVERNMENT that this Agreement will be terminated or that the work will be suspended as set forth in Subsection VI.E below, three (3) months prior to the date of the termination or suspension.

B. Eligible Project Costs. Any LOCAL GOVERNMENT cost must meet the definition of ELIGIBLE PROJECT COST as set forth in O.C.G.A. § 48-8-242(2) and the Intergovernmental Agreement between GDOT and GSFIC in order to be compensated.

C. Budget Estimate and Reimbursement.

It is understood and agreed that the total costs of the PROJECTS is the amount established in the Approved Investment List. This cost, as shown in **EXHIBIT B, BUDGET ESTIMATE**, attached hereto and incorporated as if fully set forth herein, is the maximum amount of TIA PROCEEDS that can be made available for the PROJECTS, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECTS. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

The DEPARTMENT agrees to reimburse the LOCAL GOVERNMENT **Not to Exceed the following amounts for each PROJECT** for ELIGIBLE PROJECT COSTS, contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT:

- 1) **Eden Church Road, HG-0159, P.I. 0011871: FIVE HUNDRED TWENTY-FOUR THOUSAND TWENTY DOLLARS AND ZERO CENTS (\$524,020.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. The LOCAL GOVERNMENT may request that the reimbursement cap for ELIGIBLE PROJECT COSTS be increased or decreased by written request sent to the DEPARTMENT. If the

DEPARTMENT agrees, a supplemental agreement with the new reimbursement cap for ELIGIBLE PROJECT COSTS shall be issued and signed by the Parties.

It is understood and agreed that nothing in the foregoing shall prevent an adjustment of the BUDGET ESTIMATE at the discretion of the DEPARTMENT, provided that the maximum obligation under this Agreement is not exceeded and that the original intent of the PROJECTS is not substantially altered from the approved PROJECTS. The LOCAL GOVERNMENT shall submit to the DEPARTMENT a revised BUDGET ESTIMATE whenever the PROJECT estimates for the design, right of way, or construction have changed. It is also understood that in order to adjust said BUDGET ESTIMATE, the LOCAL GOVERNMENT shall make such request for any and all budget changes within the confines of the maximum amount established herein. Such budget change request shall be in writing and any adjustment of the budget shall be subject to written approval by the DEPARTMENT.

If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. Process For Payment.

The LOCAL GOVERNMENT shall submit to the DEPARTMENT monthly payment vouchers containing Project Number and PI number for ELIGIBLE PROJECT COSTS. Payment Vouchers will be made monthly on the basis of calendar months. In the event a monthly payment voucher is \$500.00 or less, the LOCAL GOVERNMENT shall forgo the submission of the monthly voucher until such time that the sum of amounts earned less previous partial payments exceeds \$500.00. The DEPARTMENT shall, at the request of the LOCAL GOVERNMENT, review such payment vouchers. If approved, the vouchers shall be certified by the Commissioner of Transportation or the Commissioner's designee and submitted to GSFIC along with the DEPARTMENT'S certification. After reimbursement from GSFIC, payment shall be made to the LOCAL GOVERNMENT, subject to the provisions set forth herein.

Should the work for the PROJECTS begin within any one month, the first voucher shall cover the partial period from the beginning date of the work through the last date of the month in which it began. The vouchers shall be numbered consecutively and subsequent vouchers submitted each month until the work is completed.

Payment will be made in the amount of sums earned less previous partial payments, contingent entirely upon the availability of TIA FUNDS as set forth herein. If an error is found in a previously paid invoice which resulted in overbilling by the LOCAL GOVERNMENT and/or an overpayment to the LOCAL GOVERNMENT, future payments will be made in the amount of sums earned less this error, contingent entirely upon the availability of TIA FUNDS as set forth herein.

The final payment voucher shall reflect the actual cost of work accomplished by the LOCAL GOVERNMENT under the terms of this Agreement, and shall be the basis for final payment. The final payment voucher shall include all ELIGIBLE PROJECT COSTS incurred by the LOCAL GOVERNMENT in all phases. See ARTICLE VII, FINAL PAYMENT for further detail. The final payment voucher submitted for each phase of the PROJECTS must contain a certification from the LOCAL GOVERNMENT that all work for that phase has been completed in accordance with this Agreement and in accordance with the scope as defined in the Approved Investment List, using the form provided by the DEPARTMENT.

Should the work under this Agreement be terminated by the DEPARTMENT, pursuant to the provisions of ARTICLE XI, TERMINATION, or subsection E. herein, the LOCAL GOVERNMENT shall be paid based upon the percentage of work completed at the point of termination, notwithstanding any just claims by the LOCAL GOVERNMENT, and contingent entirely upon the availability of TIA PROCEEDS as set forth herein.

E. Insufficient TIA FUNDS.

If the DEPARTMENT determines that there are insufficient TIA PROCEEDS remitted to the Department by GSFIC and designated by the Department for the PROJECTS, the DEPARTMENT may at in its sole discretion:

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or

2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

**ARTICLE VII
FINAL PAYMENT**

Upon completion of the work by the LOCAL GOVERNMENT and acceptance by the DEPARTMENT of the work, including the receipt of any final written submission by the LOCAL GOVERNMENT and a final statement of costs, the DEPARTMENT shall submit the certified final payment voucher to GSFIC and, after receipt of reimbursement from GSFIC, shall pay to the LOCAL GOVERNMENT a sum equal to one hundred percent (100%) of the total compensation as set forth in all approved invoices, less the total of all previous partial payments, paid or in the process of payment, contingent upon the availability of TIA FUNDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

The LOCAL GOVERNMENT agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT or the State for work done, materials furnished, costs incurred, or otherwise arising out of this Agreement and shall release the DEPARTMENT and the State from any and all further claims of whatever nature, whether known or unknown, for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

The LOCAL GOVERNMENT will allow examination and verification of costs by the DEPARTMENT and GSFIC's representative(s) before final payment is made, in accordance with the provisions of Article IX, MAINTENANCE OF CONTRACT COST RECORDS, herein. If the DEPARTMENT or any authorized entity's examination of the contract cost records, as provided for in Article IX, results in unallowable expenses, the LOCAL GOVERNMENT shall immediately be responsible for reimbursing the DEPARTMENT the full amount of such disallowed expenses.

**ARTICLE VIII
SUBSTANTIAL CHANGES**

No material changes in the scope, character, complexity, or duration of the PROJECTS from those required under the Agreement or from the general description of the PROJECTS as approved by the DEPARTMENT shall be allowed without the execution of a written Supplemental Agreement between the DEPARTMENT and LOCAL GOVERNMENT.

Minor changes in the work which do not involve increased compensation, extensions of time, or changes in the goals and objectives of the PROJECTS, may be made by written notification of such change by either party with written approval by the other party.

**ARTICLE IX
MAINTENANCE OF CONTRACT COST RECORDS**

The LOCAL GOVERNMENT shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECTS and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for seven years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, any authorized entity, any reviewing agencies, and the Citizen Review Panel as referenced in the ACT; and copies thereof shall be furnished upon request. The LOCAL GOVERNMENT agrees that the provisions of this Article shall be included in any Agreement it may make with any engineering firm, contractor, subcontractor, assignee, or transferee. The LOCAL GOVERNMENT shall provide any and all information and/or documentation requested by GDOT or GSFIC, when either state agency is complying with the requirements of O.C.G.A. § 48-8-249(d).

**ARTICLE X
SUBLETTING, ASSIGNMENT, OR TRANSFER**

The work of the LOCAL GOVERNMENT is considered personal by the DEPARTMENT. The LOCAL GOVERNMENT agrees not to assign, sublet, or transfer any or all of its interest in this Agreement without prior written approval of the DEPARTMENT.

The DEPARTMENT reserves the right to review all contracts and subcontracts prepared in connection with the Agreement and maintained by the LOCAL GOVERNMENT, and the LOCAL GOVERNMENT agrees that upon request it shall submit to the DEPARTMENT proposed contract and subcontract documents together with contractor and subcontractor cost estimates in its possession for the DEPARTMENT's review and written concurrence in advance of their execution.

**ARTICLE XI
TERMINATION**

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, or for no cause upon sixty (60) days written notice to the LOCAL GOVERNMENT, notwithstanding any just claims by the LOCAL GOVERNMENT for payment of services rendered prior to the date of termination. Subject to the availability of TIA PROCEEDS designated by the Department for the PROJECTS, the provisions of ARTICLE VI COMPENSATION AND PAYMENT and the Department's Prioritization and Order of Payments policy, the Department will make all efforts to pay the LOCAL GOVERNMENT for services rendered prior to the date of termination.

Subject to the provisions of ARTICLE VI, COMPENSATION AND PAYMENTS, it is understood by the parties hereto that should the DEPARTMENT terminate this Agreement prior to the completion of a PROJECT or PROJECT Element the LOCAL GOVERNMENT shall be reimbursed for such PROJECT or PROJECT Element contingent upon the availability of TIA PROCEEDS as set forth in ARTICLE VI, COMPENSATION AND PAYMENT.

Failure to meet the time set for completion of an approved work authorization may be considered just cause for termination of the Agreement.

**ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS**

In accordance with the provisions of O.C.G.A. § 32-2-2(a)(1), the DEPARTMENT shall plan, designate, improve, manage, control, construct, and maintain a state highway system and shall have control of and responsibility for all construction, maintenance, or any other work upon the state highway system and all other work which may be designated to be done by the DEPARTMENT by this title or any other law. However, on those portions of the state highway system lying within the corporate limits of any municipality, the DEPARTMENT shall be required to provide only substantial maintenance activities and operations, including but not limited to reconstruction and major resurfacing, reconstruction of bridges, erection and maintenance of official department signs, painting of striping and pavement delineators, furnishing of guardrails and bridge rails, and other major maintenance activities.

It shall be the duty of the DEPARTMENT to maintain, or cause to be maintained, any PROJECTS constructed as part of a Federal-aid system. For those PROJECTS that are not part of the Federal-aid system, the maintenance responsibility will reside with the LOCAL GOVERNMENT, the county or municipality in which the PROJECTS are located.

Notwithstanding the foregoing, the DEPARTMENT is responsible for inspection of bridges in Georgia, both on and off the State Highway System. The LOCAL GOVERNMENT will be notified by the DEPARTMENT of all deficient bridges under their jurisdiction. It is the responsibility of the LOCAL GOVERNMENT to post load limits signs or close bridges based on the DEPARTMENT bridge inspection reports and the deficient bridge list.

Any maintenance activities that are the responsibility of the LOCAL GOVERNMENT pursuant to O.C.G.A. § 32-2-2(a)(1), as set forth herein, or made the subject of other agreements with the DEPARTMENT shall not be reimbursed from TIA FUNDS except as stated herein for Transit projects.

The DEPARTMENT reserves the right to conduct periodic site inspections for the purpose of confirming proper operation and maintenance of the PROJECTS. The LOCAL GOVERNMENT shall be responsible for the continual maintenance, operation and replacement of all lighting systems installed for the PROJECTS.

Furthermore, if the PROJECTS pertain to or includes a roundabout, the LOCAL GOVERNMENT shall also be responsible for the maintenance and operation of all lighting and the maintenance of all landscaping installed as part of any roundabout construction and shall not be reimbursed from TIA FUNDS.

**ARTICLE XIII
OWNERSHIP OF DOCUMENTS**

The LOCAL GOVERNMENT agrees that all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer discs and printouts and other data prepared by, of, or for it under the terms of this Agreement shall remain the property of the LOCAL GOVERNMENT upon termination or completion of the work if the work is on a local roadway. The DEPARTMENT shall have the right to use the same without restriction or limitation and without additional compensation to the LOCAL GOVERNMENT other than that provided for in this Agreement.

If the PROJECTS are on the state route system, the LOCAL GOVERNMENT agrees that all of the foregoing information shall be provided to the DEPARTMENT and is the sole property of the DEPARTMENT.

**ARTICLE XIV
PUBLICATION AND PUBLICITY**

Articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement regarding the TIA Program shall not be presented publicly or published without prior written approval by the DEPARTMENT.

All releases of information, findings, and recommendations regarding the TIA Program shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

"The contents in this publication reflect the views of the author(s), who is (are) responsible for the facts and accuracy of the data presented herein. The opinions, findings, and conclusions in this publication are those of the author(s) and do not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia. This publication does not constitute a standard, specification or regulation."

If any information concerning the TIA Program, its conduct, results or data gathered or processed should be released by the LOCAL GOVERNMENT without prior approval from the DEPARTMENT, the release of same may constitute grounds for termination of this Agreement without indemnity to the LOCAL GOVERNMENT; but should any such information be released by the DEPARTMENT, or by the LOCAL GOVERNMENT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Provided, however, that should the release of such information be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et seq.*, the restrictions and penalties set forth herein shall not apply. Any request for information directed to the LOCAL GOVERNMENT, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT in the performance of a service or function for or on behalf of the DEPARTMENT shall be released pursuant to provisions of the Open Records Act. Further, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents.

**ARTICLE XV
DBE, SMALL BUSINESS AND VETERAN OWNED BUSINESS**

A. On May 17, 2012, the DEPARTMENT, acting by and through its Board, passed a resolution in which it:

- 1) reaffirmed its commitment to Title VI of the 1964 Civil Rights Act of nondiscrimination in the delivery and management of TIA funded projects; and
- 2) encouraged the use of Disadvantaged Business Enterprises (including minority and woman owned businesses), small businesses, and veteran owned businesses in any project that is funded in whole or in part by TIA funds, and encouraged wherever practical and feasible, the local government or governments that manage TIA funded projects to include the same in its delivery and management of a project.

B. Reference to this resolution shall be included in all contracts entered in by the LOCAL GOVERNMENT related to these PROJECTS.

C. While there is no DBE, small businesses or veteran owned businesses Goal required, the LOCAL GOVERNMENT is required to provide the following information monthly to the DEPARTMENT regarding whether it utilized any DBE (as defined in forth in 49 CFR Part 26), small business (as defined in 13 CFR Part 121) or veteran owned, along with the following information:

- 1) The names and addresses of DBE firms, small businesses or veteran owned businesses committed to participate in the Contract;
- 2) A description of the work each DBE firm, small business or veteran owned business will perform; and
- 3) The dollar amount of the participation of each DBE firm, small business or veteran owned business participating.

ARTICLE XVI

The Parties acknowledge that the documents listed below are hereby incorporated into and made a part of this Agreement as though expressly written herein:

- A. TIA Manual; and
- B. Department's "TIA Invoice Process", as may be amended from time to time; and
- C. Intergovernmental Agreement between the Georgia Department of Transportation and the Georgia State Financing and Investment Commission with an Effective Date of January 1, 2013, as amended by Supplemental Agreement No.1 dated October 23, 2013, and Supplemental Agreement No. 2 dated September 13, 2018.

ARTICLE XVII

A. ASSIGNMENT. Except as herein provided, the Parties hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld.

B. NON WAIVER. No failure of either Party to exercise any right or power given to such Party under this Agreement, or to insist upon strict compliance by the other Party with the provisions of this Agreement, and no custom or practice of either Party at variance with the terms and conditions of this Agreement, will constitute a waiver of either Party's right to demand exact and strict compliance by the other Party with the terms and conditions of this Agreement.

C. CONTINUITY. Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of GDOT and the LOCAL GOVERNMENT and the successors and assigns of GDOT and the LOCAL GOVERNMENT.

D. TIME OF THE ESSENCE. All time limits stated herein are of the essence of this Agreement.

E. PREAMBLE, RECITALS AND EXHIBITS. The Preamble, Recitals and Exhibits hereto are a part of this Agreement and are incorporated herein by reference.

F. SEVERABILITY. If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

G. CAPTIONS. The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.

H. GEORGIA AGREEMENT. This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia, and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia. LOCAL GOVERNMENT hereby consents to personal jurisdiction and venue in said court and waives any claim of inconvenient forum.

I. COUNTERPARTS. This Agreement is executed in three (3) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

J. INTERPRETATION. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that the agents of all Parties have participated in the preparation hereof.

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities.

L. NO THIRD PARTY BENEFICIARIES. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

M. ENTIRE AGREEMENT. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the Parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either Party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

A. The undersigned, on behalf of the LOCAL GOVERNMENT, certify that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

B. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix C of this Agreement.

C. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7.

D. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

E. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to, comply with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, et seq. and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

F. The LOCAL GOVERNMENT hereby agrees that it shall, and shall require its contractors and subcontractors to, comply with GA Code Title 25, Section 9, Georgia Utility Facility Protection Act, CALL BEFORE YOU DIG 1-800-282-7411.

G. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix E.

H. LOCAL GOVERNMENT acknowledges and agrees that failure to complete appropriate certifications or the submission of a false certification shall result in the termination of this Agreement pursuant to the provisions of Article XI.

I. The undersigned, on behalf of the LOCAL GOVERNMENT, certifies that it shall comply with the provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act", in full; and a drug-free workplace will be provided for the Local Government's employees during the performance of the Agreement.

1) Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting contract with _____ certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3".

2) Through execution of this Agreement, the LOCAL GOVERNMENT certifies that it will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

GEORGIA DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT



Commissioner (Seal)

[Signature]
Candler County, Georgia (Seal)

Glyn Thraff, Chairman
Name and Title

Attest:

[Signature]
Witness

Treasurer

Signed, sealed and delivered
This 6th day of January, 2020
in the presence of:

Clara J. Frink
Notary Public



Attest:

Maramba K. Jank, Clerk
Name and Title

58-6000793
Federal Employer Identification Number

Contract ID: IGTIA2001085

EXHIBITS

Exhibit A

Work Schedule

Exhibit B

Budget Estimate

Exhibit C

Scope and Procedure

EXHIBIT A
WORK SCHEDULE

1) Eden Church Road, HG-0159, P.I. 0011871

The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the DEPARTMENT after execution of this Agreement

The DEPARTMENT may request additional or updated information and documentation regarding the WORK SCHEDULE from the LOCAL GOVERNMENT at any time.

If applicable, this must include the yearly operations plan for a transit project, to be updated annually by the LOCAL GOVERNMENT.

Contract ID: IGTIA2001085

EXHIBIT B
BUDGET ESTIMATE

1) Eden Church Road, HG-0159, P.I. 0011871

BUDGET ITEM	TIA AMOUNT	RESPONSIBILITY
Agreement Amount	\$524,020 00	LOCAL GOVERNMENT
TIA Office Management	\$7,980 00	DEPARTMENT
TOTAL Investment List Budget	\$532,000.00	

EXHIBIT C
SCOPE AND PROCEDURE

- 1) Construction, operation and maintenance of Eden Church Road, HG-0159, P.I. 0011871

Contract ID: IGTA2001085

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Georgia Security and Immigration Compliance Act Affidavit
Appendix D	Local Government Resolution

APPENDIX A

**LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:**

- 1) Eden Church Road, HG-0159, P.I. 0011871**



Russell R. McMurry, P.E., Commissioner
One Georgia Center
600 West Peachtree NW
Atlanta, GA 30308
(404) 631-1990 Main Office

November 18, 2019

Mr. Bryan Aasheim, County Administrator
Candler County Board of Commissioners
1075 East Hiawatha Street, Suite A
Metter, GA 30439

**SUBJECT: PI# 0011871, Eden Church Road, Candler County
TIA Band 3 – Local Delivery Approval**

Mr. Aasheim:

The Department has reviewed the TIA Local Government Application for project delivery submitted for the above referenced project. The Local Delivery Application has been approved for the following phases:

- Preliminary Engineering (PE)
- Construction (CST)

A Local Agreement between the Georgia Department of Transportation and Candler County is required to be executed prior to beginning work. A written Notice to Proceed from the Department, or its Agent, is also required prior to beginning work on any project phase.

Should you have any questions, or need additional information, please contact Brent Moseley at 912-530-4391 or by email at bmoseley@dot.ga.gov.

Sincerely,

Brent Moseley FJR:

Kenneth Franks,
State TIA Administrator

KKF:BAM

Cc: Dan Bodycomb, TIA Program Manager
Tony Collins, TIA Construction Manager
Bobby Adams, TIA Procurement Manager
Project File



Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Candler County Commissioners		Main Contact Mr. Glyn Thrift
Contact Title Chairman - Candler County Commissioners		Phone Number 912-685-2835
Contact Address 1075 E. Hiawatha Street, Suite A		
Address Line 2		
City Metter	State GA	Zip Code 30439

Section II – Project Information			
County Candler	City Metter	Congressional District 12	GDOT District District 5- Jesup
Regional Commission Heart of Georgia		MPO Region (if applicable) Not Applicable	
Regional Commission ID Number/ PI Number/ and Project Name HOGA-0159 / PI# 0011871 / EDEN CHURCH ROAD			
<input type="checkbox"/> Local Government is LAP Certified			

Please check all phases of delivery in which the Local Government desires to have responsibility (PE, ROW, UTL, CST)

- Preliminary Engineering (PE)
- Right of Way (ROW)
- Utilities (UTL)
- Construction (CST)

Section III-Attachments

Provide as attachments, the following information:

1. The Local Government's plan for delivering the selected phase(s) of the Project. Include in this plan the following information:
 - a. Type of resources necessary (internal/external, breakdown by each phase, types, and anticipated costs)
 - b. Type of contracting mechanism
 - c. Local Government's plan to contract and fund selected phase(s) until TIA revenues are available for reimbursement; and
 - d. If Project is on the State Route system.
2. Previous experience with Project or Program Delivery. List no more than 4 and no less than 2 projects of similar scope and cost. Provide dates of initializing PE, right of way acquisition, letting and completing construction for each. Provide the percentage breakdown of Local Government's project management and program management costs for each project. Provide original estimated cost and final completed cost by phase.
3. Procedures currently in place or that will be in place for managing Project quality, scope, schedule, and budget.
4. Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.
5. The Local Government's expense eligibility guidelines for delivering local transportation projects; or procedures in place for contract payment validation.
6. The MPO recommendation (if within MPO).
7. The Local Government's conflict of interest policy.

Complete the information below, add the appropriate attachments and submit to:

Kenneth Franks, State TIA Administrator
Georgia Department of Transportation
600 West Peachtree Street, NW
Atlanta, Georgia 30308

I, Glyn Thrift (Name), the Chairman - Candler County Commissioners

(Title), on behalf of Candler County, who being duly sworn do swear that the

information given herein is true to the best of his/her knowledge and belief.

LOCAL GOVERNMENT:

[Signature] (Signature)

Sworn to and subscribed before me,

Chairman (Title)

This 1st day of October, 2019.
In the presence of:

October 1, 2019 (Date)



SEAL:



Maranda K. Lank
My Commission Expires: 3/08/2020

Candler County Georgia

HG-0159 Candler Eden Church Road Project

Local Project Delivery Application: Section III - Attachments

Prepared by EMC Engineering Services, Inc.
September 24, 2019

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Attachment 1: Plan for Delivering Selected Phases(s) of the Project

Preliminary Engineering (PE)

- a) Candler County will utilize the external resource services of the Counties' Engineering Consultant – EMC Engineering Services, Inc. (EMC) to provide the necessary Preliminary Engineering Services for the Eden Church Road Project.
- b) Candler County has an annual task order contract with the firm to provide Professional Engineering, Surveying, Project Management, and General Consulting Services (See Appendix A).
- c) Candler County will fund the Preliminary Engineering (PE) for the Eden Church Road Project utilizing the funds collected by Candler County from TIA SPLOST Revenues (25% Unconstrained Allocation) until such time as GDOT authorizes the project and will reimburse the County for the initial expenditures utilizing the 75% Constrained Project Allocation.
- d) The Project is **NOT** on a State Route.

Right-of-Way (ROW)

- a) Right-of-Way acquisition is not anticipated at this time. If acquisition is needed, Candler County will utilize the external resource services of the Counties' Engineering Consultant – EMC Engineering Services, Inc. (EMC) and the Counties' Attorney –Kendall Gross, P.C. to provide the necessary Right-of-Way (ROW) acquisition services for the Eden Church Road Project.
- b) Candler County has an annual task order contract with the firm to provide Professional Engineering, Surveying, Project Management, and General Consulting Services (See Appendix A).
- c) If needed; Candler County will fund the Right-of-Way (ROW) acquisition for the Eden Church Road Project utilizing the funds collected by Candler County from TIA SPLOST Revenues (25% Allocation) until such time as GDOT authorizes the project and will reimburse the County for the initial expenditures.
- d) The Project is **NOT** on a State Route.

Utilities (UTL)

- a) Utility remediation is not anticipated at this time. If remediation is needed, Candler County will utilize the external resource services of the Counties' Engineering Consultant – EMC Engineering Services, Inc. (EMC) necessary for Utility (UTL) identification and remediation for the Eden Church Road Project.
- b) Candler County has an annual task order contract with the firm to provide Professional Engineering, Surveying, Project Management, and General Consulting Services (See Appendix A).

- c) Candler County will fund the Utility (UTL) identification and remediation of utilities within the Eden Church Road Project corridor utilizing the funds collected by Candler County from TIA SPLOST Revenues (25% Allocation) until such time as GDOT authorizes the project and will reimburse the County for the initial expenditures.
- d) The Project is **NOT** on a State Route.

Construction (CST)

- a) Candler County will **NOT** proceed with the construction phase of the project until GDOT authorizes the funding of the project utilizing the 75% Constrained Funds Allocation. In concert with the County Administrative Staff, Candler County will utilize the external resource services of the Counties' Engineering Consultant – EMC Engineering Services, Inc. (EMC) to provide the necessary CST Construction Engineering and Inspection for the Eden Church Road Project.
- b) Candler County has an annual task order contract with the firm to provide Professional Engineering, Surveying, Project Management, CEI and General Consulting Services (See Appendix A).
- c) Candler County will NOT fund the Construction (CST) for the Eden Church Road Project utilizing the funds collected by Candler County from TIA SPLOST Revenues (25% Allocation) until such time as GDOT authorizes the project and will reimburse the County for the initial expenditures.
- d) The Project is **NOT** on a State Route.

Attachment 2: Previous Experiences with Project or Program Delivery

Windmill Road and High Bluff Road Paving (HG-0169 & HG-0168)

Candler County Georgia

Description Candler County is located within the Heart of Georgia Altamaha region, which approved the 10-year one percent sales tax to fund regional and local transportation improvements through the Transportation Investment Act program (TIA). EMC was retained to provide professional engineering services for the paving of 0.46-miles of Windmill Road and 0.40-miles of High Bluff Road. Both roads were dirt with very poor drainage that often lead to flooding in several areas. EMC assisted Candler County with TIA project administration, and provided surveying, civil design, and construction administration services. The scope of work consisted of roadway and drainage improvements to convert the dirt road to an asphalt surface. EMC provided all design in accordance with Georgia DOT standards and specified horizontal and vertical alignments for the roadway. Storm water drainage design was also performed, and a new storm system network was installed to eliminate drainage problems and provide a sound roadway for residents in the area.

Client Candler County Georgia
Candler County Board of Commissioners
1075 E. Hiawatha Street
Metter, GA 30439
Glyn Thrift, Chairman
(912) 685-2835

Project Management Local Government: 0%
EMC Engineering Services: 100%

Schedule Preliminary Engineering: 2015
Right-of-Way Acquisition: N/A
Letting: 2015
Construction: 2016-2017

Costs Windmill Rd Estimated: 203,000
Windmill Rd Final: 201,185
High Bluff Rd Estimated: 152,200
High Bluff Rd Final: 150,889



Oak Tree Road Paving (HG-0166)

Candler County Georgia

Description Candler County is located within the Heart of Georgia Altamaha region, which approved the 10-year one percent sales tax to fund regional and local transportation improvements through the Transportation Investment Act program (TIA). EMC was retained to provide professional engineering services for the paving of 1.16-miles of Oak Tree Road (a dirt road with no dedicated right-of-way). EMC assisted Candler County with the TIA project administration, right-of-way acquisitions, and provided surveying, civil design, and construction administration services. The scope of work consisted of roadway and drainage improvements to convert the dirt road to an asphalt surface. EMC provided all design in accordance with Georgia DOT standards and specified horizontal and vertical alignments for the roadway. Storm water drainage design was also performed, and a new storm system network was installed to eliminate drainage problems and provide a sound roadway for residents in the area.

Client Candler County Board of Commissioners
 1075 E. Hiawatha Street
 Metter, GA 30439
 Glyn Thrift, Chairman
 (912) 685-2835

Project Management Local Government: 08
 EMC Engineering Services: 100%

Schedule Preliminary Engineering: 2013-2014
 Right-of-Way Acquisition: 2014-2015
 Letting: 2015
 Construction: 2015-2016

Costs Estimated Cost: 688,017
 Final Cost: 780,801



Fort Howard Road Intersection Improvements

Rincon Georgia

Description The Fort Howard Road Widening and Drainage Improvement project is a 2.2 mile road widening project that begins near S.R. 21 and extends to the City limits at Bunyan Kessler Road. The project was to repair, resurface and widen the existing two lane road to a three lane roadway section. The roadway improvements will improve traffic flow and safety by providing a center turn lane for this road that has a vehicle count of more than 11,400 vehicles per day. The deep drainage ditches, and small shoulders were improved by piping the existing deep drainage ditches and minimizing the depth of any required drainage swales along the shoulders of the road. A 5 foot wide sidewalk was added to the south side of Fort Howard Road that will improve the safety for pedestrian traffic in the area and allow access to the numerous subdivisions and school board property. The 2.66 million dollar project was awarded to Seaboard Construction and is being locally funded by the City of Rincon, with a combination of funding from SPLOST, and the City's General Fund reserves. The project was officially started in December 2011 and was substantially completed in December 2012.

Client City of Rincon
 Donald Toms
 302 S. Columbia Ave.
 Rincon, GA 31326
 (912) 826-5996

Project Management Local Government: 0%
 EMC Engineering Services: 100%

Schedule Preliminary Engineering: 2010
 Right-of-Way Acquisition: 2010-2011
 Letting: 2011
 Construction: 2011-2012

Costs Estimated Cost: 2.66 M
 Final Cost: 2.66 M



Worth County Roads Enhancements

Worth County Georgia

Description EMC provided professional surveying and civil engineering design services for seven rural road improvement projects in northern Worth County. These projects included:

- ▷ Jodie Hobby Road: 4.61 miles of roadway and drainage improvements.
- ▷ Hall/Davis Mill Road: 3.28 miles of roadway and drainage improvements.
- ▷ Calhoun Road: 2.44 miles of roadway and drainage improvements
- ▷ Carlton Road: 1.83 miles of roadway and drainage improvements.
- ▷ Sherrod Road: 1.28 miles of roadway and drainage improvements.
- ▷ Meadows Road: 0.91 miles of roadway, bridge, and drainage improvements.
- ▷ Jones Road: 1.79 miles of roadway and drainage improvements.

The general scope of work for these projects included right-of-way survey, topographic route survey, roadway and drainage design, Construction Plans production, permitting with Georgia Department of Transportation, soil and erosion control permitting, construction administration, and construction staking.

Client Worth County
 Matt Medders
 201 N. Main Street Rm. 30
 Sylvester, GA 31791
 (229) 776-2800

Project	Local Government:	0%
Management	EMC Engineering Services:	100%

Schedule Preliminary Engineering: 2009
 Right-of-Way Acquisition: 2009-2011
 Letting: 2011
 Construction: 2011-2012



Attachment 3: Project Quality, Scope, Schedule and Budget Management

The purpose of this project is to resurface Eden Church Road for 4.0 miles from Georgia Highway 57 to the Tattnall County Line, and to remove and replace several sections of unsuitable pavement. This project is currently Candler County's top priority as portions of the roadway have unsuitable vertical elevation changes within curves. These unsuitable portions of the roadway are dangerous to those drivers who are unaware of the area and have caused several accidents within the past few years.

Project Quality

EMC Engineering Services, Inc. is a consulting firm that was established in 1978, EMC is pre-qualified with GDOT in the areas on design, survey, and CEI that are relevant to two-lane road design and construction. EMC will act as the project manager and design consultant during all phases of the project. EMC has an established quality assurance and quality control program (See Appendix B) and will be utilizing this program on the Eden Church Road Project.

Project Scope

The project scope is to correct the unsuitable vertical elevation changes and resurface 4.0 miles of Eden Church Road from Georgia Highway 57 to the Tattnall County Line. Candler County has procession of all the right-of-way required for the project. EMC Engineering Services, Inc. will conduct a limited topographic survey of the unsuitable areas, as needed to create a new profile grade line to correct the unsuitable areas of the roadway. Construction plans and bid documents will be prepared. Candler County will advertise for bids utilizing a GDOT unit prices bid schedule. Candler County will award the contract to the lowest bid contractor. EMC will provide the CEI services during the construction phase of the project and monitor the roadway during the warranty period.

MONTHLY REPORTS WILL BE SENT TO CANDLER COUNTY AND GDOT REGARDING PROJECT SCOPE

Project Schedule

As project manager, EMC Engineering will be responsible for managing the project's schedule. Following is a timeline for the anticipated schedule:

Preliminary Engineering	60 Days from N.T.P.
Right-of-Way	No acquisition anticipated
Utilities	No utility remediation anticipated
Construction	60 Days from PE Completion

Total Project Timeline is estimated to be 9 months from acceptance of Candler County to proceed as Local Project Administrator.

MONTHLY REPORTS WILL BE SENT TO CANDLER COUNTY AND GDOT REGARDING PROJECT SCHEDULE

Project Budget

As project manager of the project, EMC Engineering will be managing the project budget for the Eden Church Road project. Following is an initial budget schedule for the project:

PROJECT TOTAL \$532,000

NOTE: The project budget listed above was developed at the conception of the constrained projects list; at this time we believe that the project budget is adequate for the design and construction of the project. As actual quantities for right-of-way, construction line items, and required utility relocations become available, the budget will be tested, verified and included in budget updates.

Attachment 4: **GDOT Reporting of Project Scope, Schedule and Budget**

All applicable reports will be filed by EMC Engineering Services, Inc. to both Candler County and GDOT with regards to Scope, Schedule, and Budget in accordance with the current and/or future guidelines for reporting.

Attachment 5: **Expense Eligibility Guidelines**

See Appendix C

Attachment 6: **MPO Recommendation**

Not Applicable

Attachment 7: **Conflict of Interest Policy**

See Appendix D

Appendix A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT made as of May 6th, 2013 between the Board of Commissioners of Candler, Georgia ("OWNER") and EMC Engineering Services, Inc. ("ENGINEER").

OWNER intends to engage ENGINEER to perform certain technical and professional engineering services on an as-needed basis, in connection with various undertakings or projects in the vicinity of Glennville, Georgia (hereinafter referred to as the "PROJECT").

OWNER and ENGINEER herein agree that the ENGINEER will perform or furnish professional engineering services related to the PROJECT, and that the OWNER shall pay for those services as set forth below. This Agreement will become effective on the date first above written.

1. SERVICES OF ENGINEER

- 1.1 ENGINEER shall perform and furnish Professional Services Work (the "Work") for OWNER on an as-needed basis as authorized by OWNER from time to time in written Authorization for Work forms in the form shown in Exhibit A, which exhibit is attached hereto and made a part hereof by reference. The specific scope and cost of each task will be described in the Authorization for Work and will be agreed upon at the time OWNER authorizes such Work from ENGINEER.
- 1.2 OWNER and ENGINEER recognize that the services performed under this Agreement may be subject to the periodic review of public agencies with jurisdiction over the Work. As a result of such reviews, the scope and/or cost of the Work may be subject to change during the performance of the Work, and the specific Authorization may require increase, decrease, or redirection of the scope or costs, and the OWNER shall give written approval of such changes.
- 1.3 OWNER and ENGINEER will use reasonable care to prevent unknown conditions and delays in the Work. The Authorization for Work is intended to accommodate existing conditions at the project sites and constitutes the best assessment by ENGINEER of the means required to perform the Work. If ENGINEER determines that conditions unknown by ENGINEER at the time of Authorization of Work may affect the performance of the Work, ENGINEER will notify OWNER, with a description of conditions and recommendations for revision of the Authorization, including cost estimates if applicable. The Authorization for Work will be revised accordingly.

2. COMPENSATION

- 2.1 OWNER shall pay ENGINEER for the Work performed under this Agreement, in accordance with the terms of this Section 2. and the specific Authorizations for Work. ENGINEER and OWNER shall mutually agree on the method of compensation on a project by project basis. Methods of compensation will include cost reimbursement and lump sum prices, for each Authorization for Work. In the event of a change in the scope

- of Work under any Authorization for Work, the parties will negotiate an equitable adjustment to the price and/or schedule for performing the Work, and will commit such adjustments in writing as soon as practicable after agreeing upon such change or adjustment.
- 2.2 For cost reimbursement Authorizations, labor costs of personnel involved with the project will be invoiced in accordance with published Hourly Rate Schedules, which hourly rates will include salary, indirect costs and profit. Expenses, including costs of suppliers and subconsultants, will be invoiced on the basis of actual out-of-pocket costs plus 10% to cover administration costs. Hourly Rates used will be those in effect at the time services are performed.
 - 2.3 For lump sum Authorizations, invoices will be submitted on a percentage completion basis.
 - 2.4 Invoices will be submitted on a monthly basis, and will include charges for each Authorization for Work on which work was performed during the month.
 - 2.5 Invoices are payable within 30 days after date of invoice. Past due invoices are subject to a service charge of 1 ½% per month. Unless ENGINEER is notified in writing of any disputed charge within thirty (30) days after invoice date, the OWNER agrees that the invoice is final and not subject to adjustment.
 - 2.6 Failure to make full payment of any invoice over sixty (60) days past due will result in an immediate "Stop Work" action until the account is fully paid, or special arrangements between OWNER and ENGINEER are made in writing. Past due accounts are also subject to further collection procedures, including filing of mechanics liens.
3. STANDARD OF PERFORMANCE
- 3.1 In providing services under this Agreement, ENGINEER will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranty, express or implied, as to its professional services rendered under this Agreement.
 - 3.2 If at any time within three (3) months following completion of the Work under an Authorization for Work, OWNER determines that there is a deficiency in the Work caused by ENGINEER's failure to meet the standards described above, OWNER shall notify ENGINEER in writing of such deficiency, and ENGINEER will correct those services not meeting such a standard.
 - 3.3 Estimates of the cost of construction, financing, land and right-of-way acquisitions made by ENGINEER in the performance of the Work shall be made in accordance with good engineering practice and procedures. ENGINEER has no control over construction costs, competitive bidding and market conditions, nor costs of financing or property acquisition. ENGINEER does not guarantee the accuracy of such estimates of cost as compared to actual costs or contractor's bids.

- 3.4 In performance of the Work, ENGINEER shall be entitled to rely on the accuracy and completeness of the work of third parties, the representations of and material provided by OWNER, and public records, and shall be under no obligation to verify any of the foregoing except as specifically included in Authorizations for Work.
- 3.5 ENGINEER will not be responsible for determining any law, regulation or ordinance with which OWNER must comply for approval or completion of any project, except as specifically included in Authorizations for Work. ENGINEER's assistance in this regard shall not be construed in any way as advice of counsel.
- 3.6 ENGINEER will use professional technical judgment and resources available to assist OWNER in obtaining required permits and approval of agencies having jurisdiction over the Work; however, nothing in this Agreement is to be construed to mean that ENGINEER can cause or guarantee issuance of any permit or approval by such agencies.
- 3.7 If any Authorization for Work involves services of ENGINEER during construction, ENGINEER will not be responsible for the construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions or programs thereto, nor shall the ENGINEER be responsible for the contractor's failure to perform the work in accordance with the construction documents.
4. OBLIGATIONS OF OWNER
- 4.1 OWNER shall be responsible for coordination with consultants or contractors hired directly by OWNER, and governmental agencies involved in the Work.
- 4.2 OWNER shall furnish information specified in Authorization for Work and shall render all approvals and decisions as necessary for the orderly progress of the Work.
- 4.3 OWNER shall provide all criteria and full information as to OWNER's requirements in connection with the Work, and shall designate a person with authority to act on OWNER's behalf on all matters pertaining to this Agreement.
- 4.4 OWNER shall arrange for access to and make provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform the Work.
5. SUBCONTRACTORS AND VENDORS
- 5.1 ENGINEER may engage the services of any subconsultants and vendors when, in the ENGINEER's opinion, it is appropriate to do so in order to carry out the scope of ENGINEER's services under this Agreement.
- 5.2 Where feasible, such subconsultants and vendors will be identified in the Authorization for Work.
- 5.3 Notwithstanding such engagement of subconsultants, ENGINEER shall remain liable and obligated to OWNER for performance of the Work and other obligations under this Agreement, and shall not be relieved of any of its responsibilities hereunder.

6. DOCUMENTS

- 6.1 All plans, drawings, electronic files, survey notes and other original documents prepared by ENGINEER in the course of performing services under this Agreement are instruments of service and shall remain the property of ENGINEER, and ENGINEER shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- 6.2 OWNER may make and retain copies of documents for information and reference in connection with the project for which they were prepared; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

7. INSURANCE

- 7.1 ENGINEER shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from damages because of injury to or destruction of property including loss of use resulting therefrom. ENGINEER shall list OWNER as an additional insured on ENGINEER's general liability insurance policy.

8. INDEMNITY

- 8.1 ENGINEER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers and employees against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by ENGINEER's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ENGINEER is legally liable.
- 8.2 OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless ENGINEER, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the OWNER's negligent acts in connection with the Work and the acts of contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

9. TERM OF AGREEMENT AND TERMINATION

- 9.1 This Agreement shall have a term of one year commencing on the date hereof, and shall renew automatically upon the end of that term and each successive term, unless it is terminated as provided herein.

- 9.2 Each Authorization for Work shall specify a completion date for Work thereunder. ENGINEER shall use its best efforts to complete the Work within the schedule set in each Authorization.
- 9.3 Either party may, with or without cause, terminate this Agreement and/or the Work thereunder, including any or all Authorizations for Work, at any time upon fifteen (15) calendar days written notice. Except upon termination for cause, ENGINEER shall be paid for all Work performed and costs incurred to the date of termination.
- 9.4 Termination of this Agreement or the Work hereunder shall not relieve or release either party from any rights, liabilities or obligations that have accrued under the terms of this Agreement or under law, or from liability for any breach of its obligations hereunder, prior to the date of such termination.
10. ADDITIONAL CONSIDERATIONS
- 10.1 Controlling Law: This Agreement shall be governed by the laws of the State of Georgia.
- 10.2 Successors and Assigns: This Agreement and each and every covenant, obligation, right, term and condition hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and any assigns that may be consented to in accordance with the provisions of this Agreement.
- 10.3 Relationship: ENGINEER will at all times during the performance of this Agreement and in connection with the Work, be deemed to be an independent Contractor. No relationship of employer-employee or agency is created by this Agreement or by ENGINEER's performance of the Work. Neither party shall have any right to enter into any contracts or commitments in the name of or on behalf of the other or to bind the other in any respect whatsoever. Subject to the terms and conditions of this Agreement and Authorizations for Work issued hereunder, each party shall exercise its own discretion to select the means to be employed and the manner to be followed in carrying out its obligations hereunder.
- 10.4 Notices: Any notice required under this Agreement will be in writing addressed to the appropriate party at the address which appears on the signature page of this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized express courier service. All notices shall be effective upon the date of receipt.
- 10.5 Severability: Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11. EXHIBITS AND SPECIAL PROVISIONS

11.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of this Agreement:

11.1.1 Exhibit A, Authorization for Work Form

11.2 This Agreement (consisting of pages 1 through 6 inclusive, and the Exhibits identified above and attached hereto) constitutes the entire agreement between OWNER and ENGINEER, and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:

ENGINEER:

CANDLER COUNTY

EMC Engineering Services, Inc.

By:

By:

Title:

Title:

[Signature]
Chairman

[Signature]
PRESIDENT AND CEO

Address for giving notices:

Candler County Board of Commissioners
1075 East Hiawatha St., Suite A
Metter, Georgia 30439

EMC Engineering Services, Inc.
1211 Merchants Way, Suite 201
Statesboro, Georgia 30458

Appendix B

EMC Engineering Services Quality Assurance Program

EMC Engineering Services, Inc. (EMC) understands the importance of providing quality services. We realize that providing quality services adds value for our clients while minimizing our exposure to professional liability claims and enhancing our marketing efforts. For these reasons, we have maintained a formalized in-house Quality Control Program since 1991. The program is embraced by EMC's management team and encourages employee participation at all levels. We believe a comprehensive quality control program involves everyone in the company; each acting with different responsibilities throughout all phases of a project.

Our program establishes the Performance Standards, Policies, and Procedures by which EMC's services are provided. The program is continuously monitored, eliminating what does not work and reinforcing procedures that do work. Our Quality Control Manual provides a guide for EMC's overall quality control program. It includes pre-design, design, construction, and post-construction procedures and checklists aimed at accomplishing the overall goal of providing quality services. Procedures have been established during the pre-design stage for client selection, scope development, proposal/qualification statements, and contracts.

Design quality control includes the initial planning process, development of design criteria and standards, and checking procedures. We gather the proposed project team and conduct a pre-design meeting to kick-off all new projects. EMC has standardized design techniques specific to each type of project that are continually upgraded to reflect our experience and changes in technology. A listing of design references available at EMC, such as books, design software manuals, standard details, standard specifications, graphic standards, and internet web sites are included in the QC Manual. Quality control procedures utilized during the design process include checking of design calculations, contract drawings, contract specifications, and cost estimates.

Procedures are in place at EMC to provide formal quality control reviews prior to submittal of all deliverables to clients and regulatory agencies. This formal review process only occurs after thorough checking by the project manager, a professional engineer or surveyor, and checking with the production group. The project is then assigned to a member of the Technical Advisory Committee for review of the submitted material. The Technical Advisory Committee is made up of EMC professionals who have had sufficient repetitive design experience to efficiently perform quality control reviews. They use their experience and the standard procedures and checklists as a base line to look for major/"big picture" type errors or omissions.

Quality control is critical during the construction phase of a project because there are many kinds of problems that can develop that can expose the owner to increased cost and the engineer to increased liability. These problems include incorrect interpretations of the documents, incorrect construction procedures, product substitutions, and project delays. EMC has developed standardized procedures for construction administrative, construction observation, shop drawing and change order reviews which. They include the establishment and maintenance of Project Evaluation Worksheets, Construction Inspection Reports, Construction Monitoring Procedure Checklists, Shop Drawing Checklists, and Shop Drawing Logs.

Post-construction procedures have been established at EMC to benefit from the lessons learned from past projects. This includes a program of project evaluation and feedback of data through communication among the owner, contractors, and designers. An Evaluation of Completed Projects Checklist is completed to document this evaluation.

Appendix C

CANDLER COUNTY EXPENSE ELIGIBILITY GUIDELINES

- 1. Subject to the terms and conditions set forth in this Agreement, the Board of Commissioners of Candler County is obligated to pay or reimburse only those Eligible Projects Costs as defined in O.C.G.A. § 48-8-242(2) and as set forth herein.
- 2. Eligible Project Costs are those cost components of a Project on an Approved Investment List outlined in O.C.G.A. § 48-8-242(2), which by way of further detail shall specifically include but is not limited to the costs associated with the following activities performed or prepared by or on behalf of a local government or the Georgia Department of Transportation (GDOT):
 - A. Program Administration and Management services to successfully manage the budget, scope, schedule, execution and delivery of the Projects on the Approved Investment List(s) including to but not limited to direct and indirect costs and procurement costs;
 - B. Professional, consulting and other services including but not limited to the following:
 - (1) Design services including surveys and design reviews;
 - (2) Preliminary Construction plans, Right of Way plans and Final Construction plans and all items necessary to develop these plans;
 - (3) Project cost estimating for construction, Right of Way and Utility/railroad at the following project stages: Concept, Preliminary design, Final design and annual updates;
 - (4) Bridge & Structural Design including but not limited to surveys and hydraulic and hydrological studies;
 - (5) Traffic Studies and design studies including but not limited to signal analysis, roundabout analysis, traffic modeling and simulations, traffic counts and projections;
 - (6) Environmental services including but not limited to costs associated with obtaining environmental document approval, such as archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies; obtaining permits including but not limited to Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and

Federal Emergency Management Agency (FEMA) approvals; meeting Municipal Separate Storm Sewer System (MS4) requirements; mitigation and other approvals necessary to satisfy all applicable environmental rules and laws. The value of any estimated mitigation credits required for a project as set forth in any GDOT bid award will be considered a Project Element. EMC Engineering Services, Inc. will certify said Project Elements prior to and in preparation for purchasing the mitigation credits;

- (7) Right of Way services, by purchase or otherwise, as needed for Projects on the Approved Investment List, including but not limited to appraisals, market value, preparation and filing of deeds, preparation of settlement documents, preparation of condemnation petitions, condemnation actions, defense of inverse condemnation actions, and compliance with moving and relocation expense reimbursement as required under the applicable law. The value of the estimated market value and/or moving and relocation expenses set forth in Right of Way settlement documents or condemnation petitions will be considered a Project Element. Kendall Gross, Candler County Attorney will certify said Project Elements prior to and in preparation for the closing or filing of the condemnation petition;
- (8) Construction services including but not limited to costs associated with construction engineering/inspection, material testing, and claims management;
- (9) Construction bidding, including but not limited to compilation of bid documents, printing, advertising, communicating, administration associated with letting a Project and the development of specifications and special provisions;
- (10) Financial management services including but not limited to revenue and commodity cost projections, financial strategies, and financing strategies;
- (11) Communications services and systems support to provide transparency and to maintain, protect, or promote a reciprocal understanding and favorable relations with the public at large, or any segment of the public.

C. The establishment of any regional office(s) by GDOT or its agents for the purpose of administrating Projects and associated costs with setting up and operating said office(s), such operational expenditures to include the continuing, day-to-day business costs, such as supplies and materials and labor ordinarily needed to operate the office, with prorating of these costs if said regional office(s) are used for other purposes not related to Projects or the Program;

- D. Compliance with O.C.G.A. § 13-10-91 (Security And Immigration Compliance);
- E. Responding to the recommendations or requests for reports from the Citizen's Review Panel as set forth in O.C.G.A. § 48-8-25;
- F. Preparation and holding public meetings, including but not limited to preparation costs, costs of facilities or other costs to provide the public information regarding Projects or the Program;
- G. Utility Relocations where approved including but not limited to the removal, relocation, or adjustment of utilities, utility plans and all costs associated with following GDOT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on a Project;
- H. Railroad coordination including but not limited to design and design reviews; Right of Way, relocations, construction, inspection, and flagging;
- I. Inspections by GDOT, or its authorized representatives, agents or employees, of any Project or of the Program;
- J. Audits of both Project and the Program by GDOT or its agents;
- K. Except as may be covered in indemnification provisions contained in other contracts, funds associated with the defense and prosecution of any and all claims, suits, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys' fees) of every kind and nature whatsoever due to allegations related to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), property damage (including but not limited to inverse condemnation), and monetary damage (including but not limited to construction claims) arising out of, in connection with or resulting from any act or omission of GDOT, a local government, or any entity acting by or on behalf of GDOT or a local government related to any Project or the Program;
- L. Costs incurred by a Metropolitan Planning Organization (MPO) or Regional Commission which meets the definition of an Eligible Project Cost as set forth herein;
- M. Material costs including but not limited to storage costs, the costs of raw materials, parts, subassemblies, components, and manufacturing supplies, including but not limited to such collateral items as inbound transportation and in-transit insurance, and including those material costs for materials which have been purchased but not yet incorporated into the Project;

- N. Costs of renting or leasing real or personal property or equipment consistent with the terms of the Project contract;
- O. Service and warranty costs consistent with the terms of the Project contract;
- P. Royalties and other costs for use of patents consistent with the terms of the Project contract;
- Q. Any incentive(s) available to a local government or contractor for the completion of a Project or Project Element earlier than as specified in the Project contract, consistent with the terms of the Project contract;
- R. Bonding and insurance costs incurred pursuant to the terms of the Project contract and as required under Georgia law;
- S. Program cost and expenses incurred on or after August 1, 2012 by GDOT staff related to the management and preparation of the management of the budget, schedule, execution, and delivery of the Projects contained in the Approved Investment List(s);
- T. Costs associated with transit projects, including but not limited to the following operating and maintenance costs: fuel; labor; routine maintenance; servicing; engineering design and evaluation of transit projects and other technical transportation-related studies; capital investments in bus and bus-related activities such as replacement of buses, overhaul of buses, rebuilding of buses, crime prevention and security equipment and engineering and construction of maintenance and passenger facilities including park and ride lots; capital investments in new systems including rolling stock, overhaul and rebuilding of vehicles, signals, communications, and computer hardware and software; and any other costs in accordance with 49 USC § 5307; and
- U. Costs associated with any airport project including runway, taxiway, hangar, communication and lighting equipment projects, such costs to include but not limited to preliminary engineering, surveying, geotechnical activities, plans development and reviews, procurement, inspection, and construction.

The above list is not intended to be exhaustive and therefore, the failure to list any item as an Eligible Project Cost in the above list does not imply that it is ineligible.

3. The following items shall not be considered Eligible Project Costs:
- A. Entertainment costs including but not limited to costs of amusement, diversions, social activities, tickets to shows or sports events, meals, lodging, rentals,

transportation, gratuities and costs of membership in social, dining, or country clubs or other organizations having the same purposes;

- B. Lobbying and political activity costs, through in kind or cash contributions, endorsements, publicity, or similar activities, to include but not be limited to the following: (1) attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure; (2) attempts to influence the introduction, enactment or modification of any pending Federal, State, or local legislation; (3) legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in ineligible activities; and (4) attempts to improperly influence either directly or indirectly, an employee or officer of the Federal, State, or local Government to give consideration to or act regarding a regulatory or contract matter;
- C. Costs of alcoholic beverages;
- D. Trade, business, technical and professional activity costs, including membership and subscription costs;
- E. Costs of training and education; and
- F. Any project costs incurred by or on behalf of any Local Government, Regional Commission or other entity prior to the execution of a contract between the Local Government and GDOT.

Appendix D

**CANDLER COUNTY, GEORGIA
CONFLICT OF INTEREST POLICY**

WHEREAS, the Board of Commissioners of Candler County is the duly elected governing body of Candler County, Georgia; and

WHEREAS, the Board of Commissioners of Candler County has determined that it is advisable to have a conflict of interest policy regulating the disclosure of potential conflicts of interest and dealing with the manner in which votes are taken where a potential conflict of interest exists among individual Commissioners; it is

NOW THEREFORE resolved that the following shall regulate the conduct of business of the Board of Commissioners of Candler County in the event that an actual or potential conflict is deemed to exist:

No member shall cast a vote on any issue before the Board of Commissioners of Candler County which involves the interest of that Commissioner or any organization in which that Commissioner has an ownership interest, an employment interest, or position of control or in any organization which that Commissioner directly or indirectly represents. Neither shall a Commissioner cast a vote on any matter which could provide direct financial benefit to that Commissioner. Whenever a conflict of interest situation arises in the conduct of business of Candler County, Georgia, the following actions shall be taken:

- (a) The individual Commissioner shall divulge the existence and the reasons for the potential conflict;
- (b) The Board of Commissioners of Candler County shall decide if such a conflict in fact exists;
- (c) If the Board of Commissioners of Candler County decides that a conflict exists, the affected Commissioner shall refrain from presenting, voting on, or discussing the project, other than answering a direct question from individual Commissioners or their agents;
- (d) Should the Board of Commissioners of Candler County determine that a conflict of interest does not exist, the nature of the alleged conflict and the reason(s) for determining a conflict did not exist shall be entered into the minutes.

Adopted this 26th day of June, 2013.

COUNTY OF CANDLER, GEORGIA

By:  _____
Glyn Griffith, Chairman

Attest:  _____
Doris Stickland, Clerk



APPENDIX B**CERTIFICATION OF COMPLIANCES**

I hereby certify that I am a principle and duly authorized representative of Candler County, Georgia, whose address is 1075 East Hiawatha Street, Suite A, Metter, GA 30439, and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

- (a) Provisions of Section Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq.* and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq.*

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$ 550,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$ 550,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 *et seq.* of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, has been complied with throughout the contract period.

January 4, 2020

Date



Signature

APPENDIX C

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Candler County

Contract No. and Name: IGTIA2001085
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

55920
E-Verify / Company Identification Number

September 27, 2007
Date of Authorization

[Signature]
Signature of Authorized Officer or Agent

Glyn Thrift
Printed Name of Authorized Officer or Agent

Chairman
Title of Authorized Officer or Agent

January 6, 2020
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

6th DAY OF January, 2020

[Signature]
Notary Public

My Commission Expires: 2/10/2020



Contract ID: IGTIA2001085

APPENDIX D

**LOCAL GOVERNMENT RESOLUTION
for the following Projects:**

- 1) Eden Church Road, HG-0159, P.I. 0011871**

STATE OF GEORGIA

COUNTY OF CANDLER

**AMENDMENT TO THE ORDINANCE FOR ENFORCEMENT OF
COUNTY ENVIRONMENTAL HEALTH REGULATIONS**

WHEREAS on March 7, 2016, the Candler County Board of Commissioners adopted a resolution for the enforcement of county environmental health regulations; and

WHEREAS said ordinance does regulate the provision of services by various businesses as well as specifying sanctions for violations of said ordinance; and

WHEREAS it has become necessary to partially amend the said ordinance to reflect changes in the state citation of health ordinances;

IT IS NOW THEREFORE RESOLVED AS FOLLOWS:

Section 1 (A) is hereby amended reflect a change in the chapter number from 290-5-14 to 511-6-1. This amendment reflects only a change to the FOD service code, and in no way impacts any other portion of said ordinance, and all remaining portions of said ordinance shall remain in full force and effect.

BOARD OF COMMISSIONERS OF CANDLER COUNTY

By: *[Signature]*
Alyn Thruitt, Chairman

Attest: *[Signature]*
Kellie Lank, Clerk



Exhibit H



HODGES, HARBIN,
NEWBERRY & TRIBBLE, INC.

Consulting Engineers

December 30, 2019

Mr. Bryan Aasheim
Administrator
Candler County Landfill / Recycling Center
842 Landfill Road
Metter, Georgia 30439

**Re: Candler County Landfill
General Consulting 2020
HHNT Project No. 1716-010-01**

Dear Mr. Aasheim:

Hodges, Harbin, Newberry & Tribble, Inc. is pleased to submit this proposal for 2020 General Consulting Services for the subject landfill. These services include, but are not limited to:

1. Coordination of the groundwater and surface water sampling as required by the Solid Waste Permit, as needed.
2. Coordination of the stormwater sampling as required per the NPDES Permit.
3. Review of annual stormwater sampling results as required by the NPDES Permit.
4. Assistance with NPDES Annual Report, GEOS, and any corrective action required.
5. Assistance with methane monitoring as required by the Solid Waste Permit.
6. Periodic site visits as directed by landfill management to assist with landfill operations.
7. Annual updates of Closure and Post-Closure Costs as required by the Solid Waste Permit.
8. Completion of the annual remaining capacity reports as required by the Solid Waste Permit.
9. Preparation of minor modifications as needed and directed by landfill management.
10. Fill plans, volume calculations, cost estimates, and other assistance as directed by landfill management.
11. Minor updates to the Stormwater Pollution Prevention Plan (SWPPP).
12. General operational assistance (On-Call Support).

Estimated Annual Fee\$20,000.00

We will provide the services listed above for the active MSW Landfill, the closed C&D Landfill and the closed MSW landfill. Costs on each facility will be tracked separately as in past years for accounting purposes. We will invoice on a time and materials basis at our standard hourly rates (see attached). The fee estimate shown is our attempt to predict the effort required to provide the

114
Mr. Bryan Aasheim
December 30, 2019
Page 2 of 2

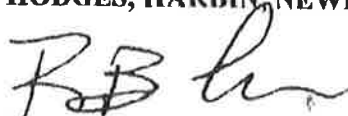
appropriate support to the landfill. Invoicing for sampling, analysis, surveying, etc. will be performed by others and sent separately from the HHNT billing.

If this proposal is acceptable, please sign the acceptance line at the end of this proposal and one (1) copy of the attached Proposal Acceptance Sheets and return to us.

Should you have any questions, please call.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.



R. Brant Lane, P.E.
Principal

RBL/jh

Enclosure


Acceptance of Proposal

1/8/2020
Date

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.

3920 Arkwright Road, Suite 101, Macon, Georgia 31210
Phone (478) 743-7175
Fax (478) 743-1703

**PROPOSAL FOR CONSULTING SERVICES
ACCEPTANCE SHEET**

PROJECT NO. 1716-010-01 PROPOSAL DATE 12/30/2019

CLIENT NAME AND ADDRESS (PERSON OR COMPANY RESPONSIBLE FOR PAYMENT)

Mr. Bryan Aasheim

Administrator

Candler County Landfill / Recycling Center

842 Landfill Road

Metter, Georgia 30439

PROJECT NAME Candler Landfill - General Consulting 2020

PROJECT SITE Candler Landfill

DESCRIPTION Proposal for 2020 General Consulting Services for the subject landfill.

ESTIMATED FEES \$20,000.00

PROGRESS SCHEDULE _____

Note: This Proposal shall remain open for a period of thirty (30) days immediately following the date of this Proposal.

PROPOSAL ACCEPTANCE:

This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted this _____ day of _____, 2020.

Candler County Landfill

Name (Print): Mr. Bryan Aasheim

Signature: 

Title: Administrator

Date: 1/8/2020
(if applicable)

Hodges, Harbin, Newberry & Tribble, Inc.

Name (Print): R. Brant Lane, P.E.

Signature: 

Title: Principal

Date: 12/30/2019

TERMS AND CONDITIONS
TO PROPOSAL FOR CONSULTING SERVICES

1. PAYMENT TERMS

Payment is due immediately upon Client's receipt of our invoice. A late payment charge of Eighteen Percent (18%) per annum, or the maximum amount allowed by law, shall be added in the event payment is not made by Client within thirty (30) days of the date of the invoice.

2. INSURANCE

We agree to maintain, subject to normal industry exclusions, statutory workers' compensation coverage, employer's liability, comprehensive general liability insurance coverage, automotive liability insurance coverage, and professional liability coverage, in accordance with the laws of the state applicable to the work performed. Client may request certificates of coverage identifying the details and limits of such insurance coverage. If Client prefers for us to have higher limits of professional liability, the limits of our professional liability can be increased to a maximum of One Million Dollars (\$1,000,000.00) upon the written request of the Client at the time of its acceptance of the Proposal for Consulting Services (the "Proposal"), provided that Client agrees to pay an additional consideration because of the greater risk insured.

3. WARRANTY AND LIABILITY

A. Standard of Care - Services rendered hereunder will be performed in accordance with that degree of care and skill ordinarily exercised by competent members of our profession in the performance of services of a similar nature and under similar conditions practicing in the same or a similar locality. NO OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE PROPOSAL FOR CONSULTING SERVICES, OR BY FURNISHING ANY ORAL OR WRITTEN REPORTS OF THE FINDINGS MADE, OR BY MAKING ANY REPRESENTATIONS REGARDING THE SERVICES PERFORMED HEREUNDER.

B. Limitation of Liability - Client's remedies with respect to defects or deficiencies in our company's services which are correctable are limited to either (i) the re-performance of such portion of the services or (ii) a refund of the amount of compensation paid to us for such portion of the services. Client expressly agrees that any and all liability of our company, its agents or employees, to Client on account of any error or omission, whether in contract, tort (including negligence, whether sole or concurrent) or otherwise arising out of, connected with, or resulting from the services provided hereunder shall be limited to a sum not to exceed Fifty Thousand Dollars (\$50,000.00) or the amount of the total fee paid by Client, whichever is greater. In no event shall our company be liable for any special, indirect, incidental or consequential loss or damages or punitive damages.

C. Claims - In the event that (i) Client makes a claim against our company, at law or otherwise, for any alleged error, omission, or other act arising out of the performance of these professional services, and Client does not succeed in obtaining judgment thereon, or (ii) if legal action is brought by our company against Client to enforce any of the obligations hereunder, and we succeed in obtaining judgment against Client thereon, then, in either event, Client shall pay all costs incurred by us, including but not limited to staff time, attorney's fees, court costs and all other claim-related expenses.

4. FIELD MONITORING

Client understands that our company may make on-site observations appropriate to the work or construction stage. If used in the Proposal on other contract documents, the words "supervision", "inspection", or "control" are used to mean periodic observation of the work and the condition of tests to verify substantial compliance with the plans, specifications and design concepts. Monitoring by our employees does not mean that our company is observing placement of all materials. Unless otherwise specified, all firms providing services on the project are direct contractors of the Client, and the Client agrees that our company will not assume responsibility for any contractor's means, methods, techniques, sequences, or procedures of construction and that the field services provided by our company will not relieve any contractor of its responsibilities for performing the work in accordance with the plans and specifications.

5. SAFETY

Should Client or its contractors be conducting activities on the Project Site, our company shall not be responsible for site safety and shall have no right or obligation to direct, interfere with, or stop the work of Client's contractors, agents, or employees. Should our company provide observations or monitoring services at the Project Site during construction, Client agrees that, in accordance with generally accepted construction practice, the contractor, or Client, will be solely and completely responsible for working conditions on the Project Site, including safety of all persons and property during the performance of work and compliance with OSHA regulations, and these regulations will apply continuously and will not be limited to working hours. Any monitoring of the contractor's procedures conducted by our company does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the Project Site.

6. REPRESENTATIONS OF CLIENT

Client warrants that sufficient funds are available or will be available upon receipt of our invoices to make payment in full for the services rendered. Where necessary to the services to be performed, Client agrees to furnish our company with all data, reports, maps, surveys, and other materials and information which are accessible to Client regarding the property which is the subject of the services. Client warrants that no information material to the performance of the services has been withheld, and that all information provided to our company regarding the project and project location is complete and accurate to the best of the Client's knowledge. Client agrees to provide our company and its employees, agents, subcontractors and consultants, along with their equipment, a right of entry onto the Project Site and permission to perform the services hereunder.

7. PROFESSIONAL WORK PRODUCT

All documents generated by our company, including all electronic documents or media prepared by us, are professional work product to which our company retains all rights. Copies of documents furnished to the Client in the course of our company's services shall remain professional work product of our company. Documents produced by our company will not be used for any project not expressly provided for herein without our company's prior written approval. Any unauthorized use or distribution of the company's work product shall be at Client's and the recipient's sole risk, and without liability to the company.

Client acknowledges that electronic media is susceptible to unauthorized modification, deterioration, and incompatibility, and, therefore, Client cannot rely upon the electronic media version of the company's professional work product. Client understands that electronic versions of the company's professional work product are not intended or represented by the company to be suitable for reuse by any party, including but not limited to the Client, its employees, agents, subcontractors or subsequent owners on any extension of a specific project not covered hereunder, or on any other project, whether Client's or otherwise, without our company's prior written permission. Client agrees that any reuse unauthorized by our company will be at Client's sole risk and that Client will defend, indemnify and hold our company (along with our company's employees and agents) harmless from any loss or liability resulting from the reuse, misuse or negligent use by the Client or any third party of electronic versions of our company's professional work product.

8. PROJECT SITE

Reasonable precautions will be taken to minimize damage to the Project Site from our company's activities and use of equipment. Client recognizes that the performance of the services may cause alteration or damage to the Project Site which is inherent in the work. Should Client not be the owner of the property, then Client agrees to notify the owner of the aforementioned possibility of unavoidable alteration and damage. Further, it shall be responsibility of the Client or his duly-authorized representative to disclose the presence and, if applicable, accurate location of all hidden or obscure man-made objects relative to field tests or boring locations.

9. UNFORESEEN OCCURRENCES

If, during the performance of services hereunder, any unforeseen hazardous substance, material, element or constituent or other unforeseen conditions or occurrences are encountered which, in our company's sole judgment, significantly affects or may affect the services, the risks involved in providing the services, or the recommended scope of services, we will promptly notify Client thereof. Subsequent to such notification, we may do any of the following: (a) If practicable in our judgment, and with the approval of Client, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with Client to modify the scope of services and the estimate of charges and such revision shall be in writing and signed by the parties and incorporated herein; or, (c) Terminate the services effective on the date of notification pursuant to the terms of Section 10 herein.

10. TERMINATION OF CONTRACT

Our company or the Client may terminate this Agreement at any time for any reason, provided that at least fifteen (15) days' prior written notice of termination is given to the other party. In the event that Client requests termination of the work prior to completion, our company reserves the right to complete such analyses and records as are necessary to protect our professional reputation and to complete a report on the work performed to date. A termination charge to cover costs thereof in an amount not to exceed thirty percent (30%) of charges incurred to date may, at our discretion, be made. In the event our company terminates this Agreement, the Client shall not be relieved of any liability for fees due.

11. HOLD HARMLESS; INDEMNITY

Except to the extent such are caused by negligence, recklessness, or intentionally wrongful conduct of our company, its agents, subcontractors, or employees, Client agrees, to the fullest extent allowed by law, to hold harmless and indemnify our company, its agents, subcontractors, and employees, from and against any and all damages, losses, or expenses to the extent they are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of Client or other persons employed or utilized by the Client. Such damages, losses, or expenses shall include, but are not necessarily limited to, liabilities, penalties and costs (including but not limited to, attorney's fees and expenses) which our company, its agents, subcontractors, or employees, may incur, may become responsible for, or pay out as a result of any suit or claim, by any third party, including any regulatory agency or authority, against our company, its agents, subcontractors and employees when allowable by law. This provision is intended to be limited and enforceable pursuant to Georgia law, specifically O.C.G.A. § 13-8-2(c), now or hereafter amended. This provision is not intended to provide our company with broad form indemnification or duties to defend which are void and enforceable under Georgia law.

12. ENTIRE AGREEMENT; AMENDMENT; WAIVER

These Terms and Conditions, along with the Proposal which is incorporated herein and made a part hereof, represents the entire agreement of the parties related to the subject matter contained herein and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither these Terms and Conditions nor the Proposal may be amended except by a writing executed by the party against whom enforcement of the amendment is sought. Any failure to enforce performance of any provision hereof by any party will not constitute a waiver of its right to subsequently enforce such provision or any other provision.

13. PRIORITY

If the Proposal varies or conflicts with any provision of these Terms and Conditions, then these Terms and Conditions shall govern.

14. SEVERABILITY

Any provision herein which is held invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and without rendering invalid or unenforceable the remaining provisions herein or affecting the validity or enforceability of any of the provisions herein in any other jurisdiction, and the court or tribunal so holding shall be empowered to substitute, to the extent enforceable, provisions similar to said provision, or other provisions, so as to provide to the parties the benefits intended by said provision to the fullest extent permitted by applicable law. If any provision herein is so broad as to be unenforceable, the provision shall be interpreted to be only as broad as is enforceable.

15. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Georgia without regard to its conflict of laws provisions.

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.
STANDARD HOURLY RATES - 2020

Sr. Principal	\$230.00 / hr.
Principal	\$215.00 / hr.
Sr. Engineer	\$190.00 / hr.
Project Manager	\$175.00 / hr.
Professional Engineer II	\$153.00 / hr.
Professional Engineer I	\$132.00 / hr.
Project Engineer II	\$127.00 / hr.
Project Engineer I	\$102.00 / hr.
Environmental Manager	\$150.00 / hr.
Senior Environmental Consultant	\$140.00 / hr.
Senior Environmental Scientist	\$130.00 / hr.
Environmental Scientist II	\$120.00 / hr.
Environmental Scientist I	\$97.00 / hr.
Drone Operator	\$50.00 / hr.
Drone Processing	\$120.00 / hr.
Arc-GIS II	\$120.00 / hr.
Arc-GIS I	\$110.00 / hr.
Analyst II	\$105.00 / hr.
Analyst I	\$85.00 / hr.
Technician	\$84.00 / hr.
Tech. Support	\$50.00 / hr.
Support	\$70.00 / hr.
Subcontractors	Cost plus 10%
Mileage	58.0¢ per mile

*Mileage subject to change according to the IRS standard mileage rate.
 HHNT rates are subject to change on January 1st of each year.*

Exhibit I

CANDLER COUNTY BOARD OF COMMISSIONERS
FY2021 BUDGET
PROPOSED BUDGET SCHEDULE

March 2, 2020	•Budget request packets/letters go out
March 27, 2020	•Budget packets due
April 1, 2020	Due date for Fire Budget Review Committee to meet
April 6, 2020	1 st Regular Meeting
April 8, 2020	•Budget meeting notice run in Metter Advertiser
April 20, 2020	2 nd Regular Meeting
April 21, 2020	•Budget – Revenue
April 23, 2020	•Budget – Legislative, Executive, Administrative, Equalization
April 28, 2020	•Budget – IT, Tax Commissioner, Tax Assessor, Public Buildings
April 30, 2020	•Budget – Superior Court, Clerk of Court, State Court, Magistrate Court, Probate Court
May 4, 2020	1 st Regular Meeting
May 5, 2020	•Budget – Sheriff, Detention, EMA
May 7, 2020	•Budget – EMS, Coroner
May 12, 2020	•Budget – Roads, Collections, Solid Waste
May 14, 2020	•Budget – Family Connection, UGA Extension, Recreation
May 18, 2020	2 nd Regular Meeting
May 19, 2020	•Budget – Fund 270 (SSD), Code Enforcement, E 911, LMIG
May 21, 2020	•Budget – SPLOST, TSPLOST
May 26, 2020	•Budget – Personnel
May 28, 2020	•Budget – Review and balance
June 1, 2020	1 st Regular Meeting
June 3, 2020	•Budget – Advertise Budget and Public Hearing
June 15, 2020	2 nd Regular Meeting & Budget Public Hearing
June 22, 2020	•Budget – Adoption
June 29, 2020	•Budget – Adoption (BACKUP DATE)

Exhibit J

AUTHORIZATION FOR WORK NO. 41
2020 Candler County Local Maintenance & Improvement Grant (LMIG) Project
PAGE 1 of 1

AUTHORIZATION FOR WORK NO. 41
UNDER AGREEMENT DATED April 15, 2013

OWNER hereby authorizes ENGINEER to performance of the following scope of work relating to the 2020 Candler County Local Maintenance & Improvement Grant (LMIG) Project:

1. **Work to be Performed: 2020 Candler Co. Local Maintenance & Improvement Grant (LMIG) Project**

a. **ROADWAY EVALUATIONS & MAPPING**

- i. Roadway Evaluations: Perform roadway evaluations for up to 40 miles of roads based on the GDOT PACES System. Submittal to include one (1) bound physical copy and an electronic PDF copy of the report. Road selection to be decided by County Road Superintendent or Commissioners.
- ii. Candler County Roadway Improvements Map: Update the County roadway improvements map including evaluated roadways, striping recommendations, and future projects. Submittal includes one (1) high-gloss board-mounted map and electronic PDF.

b. **2020 LMIG PROFESSIONAL SERVICES**

- i. Construction Documents: Preparation of Contract Documents (including exhibits and bid documents) for the resurfacing of Macwac Lake Road (3.65 miles) from State Route 23/121 to SR 57, and Covey Road (0.80 miles) from Hope Valley Circle to Cedar ST for a total of 4.45 miles of paving. Provide bidding assistance.
- ii. Construction Administration: Administer Preconstruction meeting and review of all project submittals. Provide weekly visits to the site to observe the Contractor's work for general compliance with the Contract Documents. Submittal of Construction Observation Reports to the County throughout the duration of the project.
- iii. GDOT LMIG Administration: Provide GDOT reimbursement assistance as needed and GDOT project closeout.

2. **Dates of Service: As Required**

3. **Compensation and Payment:**

a. Roadway Evaluations & Mapping	\$ 8,500.00
b. 2020 LMIG Professional Services	\$17,250.00
Total	\$25,750.00

4. **Project Manager for ENGINEER: Charles E. Perry**

5. **Special Terms: N/A**

ACCEPTED:
(OWNER)

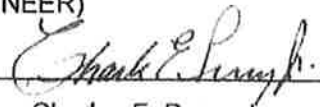
By: _____

Name: _____

Title: _____

Date: _____

EMC Engineering Services, Inc.
(ENGINEER)

By:  _____

Name: Charles E. Perry, Jr.

Title: President and CEO

Date: 1/6/2020

Exhibit K



1211 Merchant Way
 Suite 201
 Statesboro, GA 30458
 Phone: (912) 764-7022
 Fax: (912) 233-4580
 www.emc-eng.com

LETTER OF TRANSMITTAL

TO: Mr. Bryan Aasheim
 Candler County Board of Commissioners

DATE: January 6, 2020

FILE: 19-2051

RE: Candler County Safety 2019 LMIG

We are transmitting herewith, under separate cover, the following:

ITEM	ACTION	VIA
<input type="checkbox"/> Prints	<input checked="" type="checkbox"/> For your use	<input type="checkbox"/> Mail
<input type="checkbox"/> Tracings	<input type="checkbox"/> For review	<input type="checkbox"/> Air mail
<input type="checkbox"/> Specifications	<input type="checkbox"/> No exceptions taken	<input type="checkbox"/> Messenger
<input type="checkbox"/> Shop drawings	<input type="checkbox"/> Make corrections noted	<input checked="" type="checkbox"/> Email
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Rejected-resubmit	
<input checked="" type="checkbox"/> Other		

COPIES	DATE	DESCRIPTION
1	6 JAN 2020	Middle GA Signs County Wide Speed Limit Sign Pricing
1	14 MAR 2018	Bid Tabulation with Sign Pricing from Similar Project

REMARKS: Good afternoon Bryan, please find enclosed pricing from Middle GA Signs for installing the County wide Speed Limit Signs at 149 locations. EMC has reviewed the pricing and it is consistent with pricing for signage on construction projects. Attached is a bid tabulation for a local project where you can see the average pricing obtained for signs and posts exceeds that of our current quote. **EMC recommends that the County move forward with Middle GA Signs quote for \$29,250 to perform this work.** We also suggest to let the installer remove any conflicting signs at the time of installation for \$25.00 per sign and return to the Candler County Shop. If you have any questions regarding this please contact Daniel Chicola in our Statesboro office at 912-682-4826 or by email at dan_chicola@emc-eng.com.

COPY TO: File

Thank you,

BY: Daniel M. Chicola
 Daniel Chicola
 Senior Construction Manager

MIDDLE GEORGIA SIGNS DESIGNEFFEX, INC.

296 Westside Road
Mailing Address: PO BOX 496
Cochran, GA 31014
Ph: 478-934-1094 Fax: 478-934-0888
mgsofx.com

GDOT&SCDOT DBE CERTIFIED

Candler County EMC Project #18-2073 Quote

Description	Qty.	Qty. (ft ²)	Qty. (Linear Feet)	Cost/ft ²	Cost/Linear ft	AMOUNT
TP3 Sheeting/TP1 Material *R2-1/35MPH*	20	100.00	N/A	\$ 18.00	N/A	\$ 1,800.00
TP3 Sheeting/TP1 Material *R2-1/45MPH*	32	160.00	N/A	\$ 18.00	N/A	\$ 2,880.00
TP3 Sheeting/TP1 Material *R2-1/55MPH*	74	370.00	N/A	\$ 18.00	N/A	\$ 6,660.00
TP3 Sheeting/TP1 Material *Speed Check*	15	75.00	N/A	\$ 18.00	N/A	\$ 1,350.00
TP9 Sheeting/TP1 Material *W3-5*	8	50.00	N/A	\$ 20.00	N/A	\$ 1,000.00
TP7 Post	149	N/A	1945.00	N/A	\$ 8.00	\$ 15,560.00
TOTAL						\$ 29,250.00

Special Notes: Middle Georgia Signs will handle flagging and utility locates for all signs prior to installation.

**Removal of existing signs as needed to avoid conflict with new signs or double-indication will be \$25.00/per sign.

3/14/2018

BID TABULATION
 2018 Emanuel County LMIG
 EMC PROJECT NO.: 17-2087
 SWAINSBORO, EMANUEL COUNTY, GEORGIA
 prepared for:

Emanuel County Board of Commissioners
 BID OPENING DATE/TIME/PLACE: March 13, 2018 / 2:00PM / Emanuel BOC - 101 North Main Street, Swainsboro, GA

NO.	ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	AVERAGE PRICE	REVES CONSTRUCTION CO			ELLIS WOOD CONTRACTING, INC			SIKES BROTHERS, INC.		
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1	150-1000	TRAFFIC CONTROL	1	LS		\$ 99,685.00	\$ 99,685.00	\$ 16,200.00	\$ 16,200.00	\$ 6,902.06	\$ 6,902.06	\$ 6,902.06	\$ 6,902.06	
2	210-0100	GRADING COMPLETE	1	LS		\$ 93,560.00	\$ 93,560.00	\$ 75,425.00	\$ 75,425.00	\$ 57,250.00	\$ 57,250.00	\$ 57,250.00	\$ 57,250.00	
3	310-5060	6" GRADED AGGREGATE BASE COURSE	4,292	TN		\$ 40.30	\$ 172,967.60	\$ 32.20	\$ 138,702.40	\$ 34.08	\$ 146,271.36	\$ 146,271.36	\$ 146,271.36	
7	402-3031	1.50" RECYCLED ASPHALT CONC. WEAR COURSE, 12.5MM (185LBS/SY)	1,147	TN		\$ 82.65	\$ 94,799.55	\$ 84.00	\$ 96,348.00	\$ 78.15	\$ 89,688.05	\$ 89,688.05	\$ 89,688.05	
8	652-2501	SINGLE WHITE STRIPE, 5" PAINTED	2.2	LM		\$ 950.40	\$ 2,090.88	\$ 1,006.25	\$ 2,213.75	\$ 850.00	\$ 1,870.00	\$ 1,870.00	\$ 1,870.00	
9	652-2502	SINGLE YELLOW STRIPE, 5" PAINTED	2.2	LM		\$ 950.40	\$ 2,090.88	\$ 1,006.25	\$ 2,213.75	\$ 850.00	\$ 1,870.00	\$ 1,870.00	\$ 1,870.00	
10	413-1000	BITUMINOUS TACK COAT (0.08 GAL/SY)	50	GAL		\$ 2.70	\$ 135.00	\$ 3.75	\$ 187.50	\$ 3.00	\$ 150.00	\$ 150.00	\$ 150.00	
11	653-1000	THERMO PLASTIC SOLID TRAFFIC STRIPE, 24" WHITE STOP BAR	8	EA		\$ 96.00	\$ 768.00	\$ 110.00	\$ 880.00	\$ 75.00	\$ 600.00	\$ 600.00	\$ 600.00	
12	700-6910	PERMANENT GRASSING	2.5	AC		\$ 2,250.00	\$ 5,625.00	\$ 2,500.00	\$ 6,250.00	\$ 1,900.00	\$ 4,750.00	\$ 4,750.00	\$ 4,750.00	
13	935-8000	MATERIALS TESTING DENSITY ON SUBGRADE, GABC, ASPHALT	1	LS		\$ 10,665.00	\$ 10,665.00	\$ 3,000.00	\$ 3,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	
14	635-100	PERMANENT TYPE 3 BARRICADE	0	LF		\$ 7,500.00	\$ -	\$ 1,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	
15	636-1033	HIGHWAY SIGNS, TP 1 MATL	148	SF		\$ 19.95	\$ 2,952.60	\$ 20.90	\$ 3,093.20	\$ 19.95	\$ 2,952.60	\$ 2,952.60	\$ 2,952.60	
16	636-2070	GALV STEEL POST, TP 7	308	LF		\$ 8.43	\$ 2,618.00	\$ 8.80	\$ 2,710.40	\$ 8.50	\$ 2,618.00	\$ 2,618.00	\$ 2,618.00	
MASON SUBDIVISION TOTAL:						\$ 487,662.91	\$ 487,662.91	\$ 346,725.10	\$ 346,725.10	\$ 318,372.07	\$ 318,372.07	\$ 318,372.07	\$ 318,372.07	
TOTAL ON BID SHEET AS TURNED IN:						\$ 487,662.91	\$ 487,662.91	\$ 346,725.10	\$ 346,725.10	\$ 318,372.07	\$ 318,372.07	\$ 318,372.07	\$ 318,372.07	

CANDLER COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM: County Administrator's Report

DATE: January 6, 2020

- 1) **Census 2020 – Candler County Complete County Committee** – The project kick off meeting will be held at the Bigwood Room on January 7th at 5:00 PM. All committee members, sub committee members and local leaders are encouraged to attend.
- 2) **Hwy 121 / Hwy 129 Connector & Bypass Plans** - A meeting has been scheduled with DOT traffic engineers on January 15th at 10:00 am to review the proposals and discuss.
- 3) **FY 2019 LMIG Safety Action Plan** –
 - We have received the funds (\$136,409.08) from DOT and submitted the final roads list for the speed limits study as well.
 - After consulting with EMC we will let this project in conjunction with FY2020 LMIG project to reduce costs.
- 4) **2020 TIA (Band 3) – St. Matthew's Church Rd** –
 - I have notified Neil Dubberly that the current estimated cost for the project is \$1,252,646. This includes: \$150,000 for engineering, \$300,000 for right-of-way acquisition, and \$802,646 for paving costs.
 - It has also been determined that the County can use LMIG funds to support this project, but it can not be used for right-of-way acquisition.
 - Continue to work on ROW acquisition
- 5) **2020 TIA (Band 3) – Eden Church Rd** –
 - Received letter from GDOT dated November 18, 2019 approving local project delivery.
 - Resolution and agreement presented in packet for approval.
 - Anticipate project being bid out in Spring 2020
- 6) **Canoochee Rd Repair** – Project is complete.
 - We are still waiting for the contractor to complete the punch list items.
- 7) **FY2019 LMIG - Stillmore Highway** –
 - Project is complete and ready for punch list review;
 - Hwy 46 decorative driveway still needs to be cleaned, EMC is aware and working on it with vendor;
 - Outstanding pay requests: \$102,918.55 (TIA Funds)
 - Project Expense vs. Budget: \$575,956.30 - \$608,800 = \$32,843.70 under budget
- 8) **FY2020 LMIG** – Projects selected were MacWac Rd and Covey Rd.
 - Application was sent to DOT and was approved
 - We receive funding of \$468,389.20 on November 6th.

CANDLER COUNTY BOARD OF COMMISSIONERS

- Project will be bid in Spring 2020

9) **TSPLOST2 –**

- Projects were selected on 9/27/19.
- EMC is working on inputting projects into the HOGARC web portal
- Deadline is 10/31/2019
- Current local projects estimated to be \$293,680 over budget

- 10) **25 Daniel St –** I met with Susan Cross from Southeastern Tech on 12/19 to finalize their construction requirements for the section they are using. I am meeting with Patty Sikes and Marian Grier on 1/3 to review the construction plans. Once finalized, BAK will submit construction and design proposals for review.

Hospital Authority

Loan Information:

Balance:	\$2,007,980.63
Payment:	\$35,076.30
Rate:	5.25%
Last Principal Paid:	\$26,252.13
Last Interest Paid:	\$8,824.17
20% SPLOST funds for Hospital:	\$25,490.14
1 Mill tax levy for Hospital:	\$108,355.73

Financial Summary:

	<u>November, 2019</u>	<u>October, 2019</u>
Cash & Equivalents	179,732	418,573
Net Patient Receivables	2,547,194	2,135,357
Accounts Payable – Trade	5,037,239	4,969,635
Total Current Liabilities	7,034,233	6,964,744
Long Term Debt	4,212,359	3,967,162
Fund Balance	(5,125,548)	
		<u>Year to Date</u>
Net Income (Loss) From Operations*	147,830	(664,768)
EBIDTA	214,000	(100,493)
Non-Operating Income (HEART, etc.)	42,599	1,412,244
Excess Revenue over Expenses	190,604	748,833

*The hospital has shown two consecutive months with net income from operations being positive.

Resolution

STATE OF GEORGIA
CANDLER COUNTY

RESOLUTION FOR THE APPOINTMENT TO
THE CANDLER COUNTY BOARD OF TAX ASSESSORS

WHEREAS, The Board of Commissioners of Candler County, Georgia, met in an open meeting on January 6, 2020, and, upon motion, second and unanimous vote, have appointed Leonard W. Childs, Jr. to the Candler County Board of Tax Assessors; and,

WHEREAS, O.C.G.A. § 48-5-295 provides that members of the county board of tax assessors shall be appointed by the county governing authority; and,

WHEREAS, it is the duty of the county governing authority to appoint members for vacancies on the Candler County Board of Tax Assessors;


WHEREAS, pursuant to O.C.G.A. § 48-5-291 et seq., Leonard W. Childs, Jr. is duly qualified to serve as a member of the Candler County Board of Tax Assessors and is agreeable to serve the people of Candler County in such capacity.

NOW THEREFORE, BE IT RESOLVED, the Candler County Board of Commissioners appoints Leonard W. Childs, Jr. to the Candler County Board of Tax Assessors complete the remainder of a vacant term of office to begin on January 6, 2020 and expire on December 31, 2021.

Adopted this 6th day of January 2020.

COUNTY OF CANDLER, GEORGIA

By: 
Glyn Thrift, Chairman

Attest: 
Kellie Lank, Clerk

