- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Approval of Agenda
- 4. Citizens wishing to address the Commission Citizens will be allowed to address the commission individually for a period of up to 5 minutes. Citizens should be prepared at the time of their appearance, wait outside the meeting room until called and observe social distancing measures prior to/after appearing before the commission.
- 5. Financial Report
- 6. Old Business
- 7. New Business
 - a. Consideration of a proposal from GIS1, LLC for the provision of GIS services to the Candler County Tax Assessor for FY22
 - b. Consideration of a proposal from The Million Pines Company, LLC, for the provision of assessment services to the Candler County Tax Assessor for FY22
 - c. Consideration of a proposal from Five Guys FCS for the provision of trash pickup on the county rights-of-way
 - d. Consideration of a Mutual Aid Agreement between the City of Swainsboro and Candler County for the provision of fire protection services
 - e. Consideration of a Periodic Maintenance (PM) agreement between CAT/Yancey and the Board of Commissioners for equipment at the Roads and Solid Waste departments
 - f. Authorization for the Chairman and staff to execute the required certifications for the St. Matthews Church Rd TIA project
 - g. Consideration of a request from Nexamp Southeast and Canoochee Rocky Comfort LLC for a solar permit to locate a solar collection facility at 536 Canoochee Road, Metter, GA (Parcel # 048 002)
 - h. Consideration of Discussion regarding the establishment of the Candler County Fire Rescue service
 - i. Consideration of an agreement with Schneider Geospatial (qPublic) in the amount of \$8,400 per year for provision of GIS website services for the Candler County Tax Assessor's Office
 - j. Consideration of a proposal from Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) and Bunnell Lammons Engineering (BLE) for required stability analysis and engineering services to be provided relative to the 5-year annual permit review by EPD for the Candler County Landfill in a total amount of \$16,500
 - k. Consideration of a request from the County Administrator to apply for the 2021 GDOT LMIG Safety Action Plan (SAP) grant for off-system safety improvements in an amount not to exceed \$200,000

- 8. Report from Chairman
- 9. Report from County Administrator
 - a. Candler County Courthouse 100 Year Anniversary
- 10. Report from Attorney
- 11. Reports from Commissioners
- 12. Executive Session
- 13. Adjournment

Board of Commissioners of Candler County Regular Meeting March 22, 2021 5:00 p.m.

469

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, March 22, 2021, 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; Vice-Chairman Brad Jones; Candler County Commissioners Gregory Thomas and Blake Hendrix; Candler County Administrator, Bryan Aasheim; Candler County Attorney, Kendall Gross; Candler County Clerk, Kellie Lank. Other guests attending the meeting included Candler County Sheriff John Miles and Captain Justin Wells; Brion Fitzpatrik with Nexamp Solar Energy. This meeting was offered via teleconference to the public. The Metter Advertiser was represented by Jerri Goodman. Candler County Commissioner David Robinson did not attend this meeting.

Call to Order

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

Invocation and Pledge of Allegiance

Commissioner Hendrix delivered the invocation and Chairman Thrift led the Pledge of Allegiance.

Amendment to the Agenda

Commissioner Thomas made a motion to approve the agenda with the additions of the following items. Commissioner Hendrix provided a second. The motion carried 3-0.

- 7. i. Consideration of an agreement with Schneider Geospatial (qPublic) in the amount of \$8,400 per year for provision of GIS website services for the Candler County Tax Assessor's Office
- 7. j. Consideration of a proposal from Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) and Bunnell Lammons Engineering (BLE) for required stability analysis and engineering services to be provided relative to the 5-year annual permit review by EPD for the Candler County Landfill in a total amount of \$16,500
- 7. k. Consideration of a request from the County Administrator to apply for the 2021 GDOT LMIG Safety Action Plan (SAP) grant for off-system safety improvements in an amount not to exceed \$200,000

Citizens Wishing to Address the Board

No citizens were present to address the Board at this meeting.

Financial Report

Administrator Aasheim delivered the March 2021 financial report. (Exhibit A)

- General Fund balance as of February 28, 2021 was \$3,817,283.77. Total General Fund is \$4,053,766.07
 - Revenue some items are ahead of projection heading into the revenue season.
 - Real Property Tax Collection is at 83% of budget.

- General Fund Revenue totals are at 90% with four months of collections remaining in FY21.
- Expenditure across the divisions is at 63% of the projected budget.
- Special Service District balance is in good position closing February 2021 at \$908,441.72.
 - Revenues are at 101% of budget.
 - Expenditures are at 63% of the projected budget.
- The 2018 SPLOST account reconciled February 2021 with a balance of \$860,311.99.
 - Revenues continue to be stronger than projected. 2018 SPLOST returns for February 2021 proceeds came in at \$119,113.35. The County's portion was \$53,362.78.

Old Business

*** Let the record reflect that Vice-Chairman Jones entered the meeting at 5:12 pm

New Business

Consideration of a proposal from GIS1, LLC for the provision of GIS services to the Candler County Tax Assessor for FY22

Commissioner Hendrix made a motion to enter into a contract with GIS1, LLC for the provision of GIS services to the Candler County Tax Assessor for FY22. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit B)

Consideration of a proposal from The Million Pines Company, LLC, for the provision of assessment services to the Candler County Tax Assessor for FY22

Commissioner Thomas made a motion to the proposal from The Million Pines Company, LLC, for the provision of assessment services to the Candler County Tax Assessor for FY22. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit C)

Consideration of a proposal from Five Guys FCS for the provision of trash pickup on the county right-of-ways

Chairman Thrift made a motion to table this item until the April 5, 2021 meeting. Vice-Chairman Jones provided a second. The motion carried 4-0.

Consideration of a Mutual Aid Agreement between the City of Swainsboro and Candler County for the provision of fire protection service

Vice-Chairman Jones made a motion to enter into a Mutual Aid Agreement between the City of Swainsboro and Candler County for the provision of fire protection service. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit D)

Consideration of a Periodic Maintenance (PM) agreement between CAT/Yancey and the Board of Commissioners for equipment at the Roads and Solid Waste departments

Chairman Thrift made a motion to approve the 5-year Periodic Maintenance (PM) agreement between CAT/Yancey for equipment at the Roads and Solid Waste departments. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit E)

Authorization for the Chairman and staff to execute the required certifications for the St. Matthews Church Rd TIA project

Commissioner Thomas made a motion to authorize the Chairman and staff to execute the required certifications for the St. Matthews Church Rd TIA project. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit F)

Consideration of a request from Nexamp Southeast and Canoochee Rocky Comfort LLC for a solar permit to locate a solar collection facility at 536 Canoochee Road, Metter, GA (Parcel # 048 002)

Mr. Brion Fitzpatrick represented Nexamp Solar and answered questions. Chairman Thrift made a motion to approve the request from Nexamp Southeast and Canoochee Rocky Comfort LLC for a solar permit to locate a solar collection facility at 536 Canoochee Road, Metter, GA (Parcel # 048 002). Commissioner Thomas provided a second. The motion carried 3-1, with Commissioner Hendrix voting against.

Consideration of Discussion regarding the establishment of the Candler County Fire Rescue Service

County Administrator Aasheim presented information to the Commission related to an initial project plan and funding / budget for the proposed fire department. He reminded the Commission that the funding for the stand-alone fire department must come from the unincorporated area (special service district) and not the general fund. Aasheim reported that the first step would be to engage a qualified consultant or Chief who could begin the planning and implementation process.

Chairman Thrift made a motion to move forward with advertising the position of a fire chief for Candler County. Commissioner Thomas provided a second. The motion carried 4-0.

Consideration of an agreement with Schnider Geospatial (qPublic) in the amount of \$8,400 per year for provision of GIS website service for the Candler County Tax Assessor's Office

Commissioner Thomas made a motion to approve an agreement with Schneider Geospatial (qPublic) in the amount of \$8,400 per year for provision of GIS website service for the Candler County Tax Assessor's Office. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit G)

Consideration of a proposal from Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) and Bunnell Lammons Engineering (BLE) for required stability analysis and engineering services to be provided relative to the 5-year annual permit review by EPD for the Candler County Landfill in a total amount of \$16,500

Commissioner Thomas made a motion to approve the proposal from Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) and Bunnell Lammons Engineering (BLE) for required stability analysis and engineering services to be provided relative to the 5-year annual permit review by EPD for the Candler County Landfill in a total amount of \$16,500. Vice-Chairman Jones provided a second. The motion carried 4-0. (Exhibit H)

Consideration of a request from the County Administrator to apply for the 2021 GDOT LMIG Safety Action Plan (SAP) grant for off-system safety improvements in an amount not to exceed \$200,000

Vice-Chairman Jones made a motion to apply for the 2021 GDOT LMIG Safety Action Plan (SAP) grant for off-system safety improvements in an amount not to exceed \$200,000. Commissioner Thomas provided a second. The motion carried 4-0. (Exhibit I)

Report from the Chairman

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Chairman Thrift had nothing to report at this meeting.

Report from the Administrator

Mr. Aasheim presented a report

- 100 Year Anniversary Courthouse
- 20 Year Anniversary of 9/11. There was discussion of the 9/11 monument.
- Audio System piece failed from the old system. This piece needs to be replaced for the new video system to work.
- ACCG pushing for all counties to be part of NACO. Subscription is \$450
- Two Sheriff's vehicles were wrecked. One is possibly a total loss. The other is a repair.
- The Sheriff's roster is fully staffed. Vehicles do not match the roster. Possible consideration of an additional vehicle in the near future.
- Recreation Department tree fell across tennis court. Repairs needed to the 10 foot fence
- Executive Session for personnel

Report from the County Attorney

Mr. Gross requested executive session for land acquisition and litigation.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 reported on several calls about the fire protection.

Vice-Chairman Jones representing Commission District 2 questions about the road closure.

Commissioner Robinson representing Commission District 3 was not present at this meeting.

Commissioner Hendrix representing Commissioner District 4 had nothing to report at this meeting.

Executive Session – Personnel, Land Acquisition and Litigation

Commissioner Hendrix moved to exit into Executive Session to discuss personnel, land acquisition, and litigation at 6:34 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.

Vice Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:36 p.m. Chairman Thrift provided a second to the motion. The motion carried 4-0.

Commissioner Hendrix moved to authorize Chairman Thrift to sign *the Closed Meeting Affidavit*. Commissioner Thomas provided the second to the motion. The motion carried 4-0.

Vice Chairman Jones made a motion to authorize EMS Director Reynolds to move EMT Tim Woods from a part-time position to full-time, to hire one (1) part-time paramedic, and three (3) part-time EMT's as

discussed in executive session. Commissioner Hendrix provided the second to the motion. The motion carried 4-0.

Commissioner Hendrix made a motion to authorize the County Attorney to complete a land acquisition from Patrick and Maggie Griffin in the amount of \$1,735 for right-of-way on the St. Matthews Church Rd TIA project. Vice Chairman Jones provided the second. The motion carried 4-0.

Adjournment

Commissioner Hendrix moved to adjourn the meeting at 7:41 p.m. Vice Chairman Jones provided a second to the motion. The motion carried 4-0.

Marandak Kark

Maranda K. Lank, Clerk Attest

airman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift Chairman

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Bryan Aasheim County Administrator Brad Jones Vice-Chairman

Gregory Thomas Commissioner

David Robinson Commissioner

Blake Hendrix 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:

2

The Board of Commissioners of Candler County met in a duly advertised meeting on March 22, 2021

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

The executive session was called to order at 6.34 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);

mm. Exn

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

Notary Public

This 22nd day of March 2021.

Sworn to and subscribed before this 22^{nd} day of March 2021.

1075 EAST HIAV

Han Thriff Chairman Board of Commissioners of Candler County

SUITE A, METTER, GEORGIA 30439 FAX (912) 685-4823

Exhibit A

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANOT	Difform	1.
100-11-1110	GENERAL FUND QNB	\$3,817,283.77	BANK BALANCE \$3,817,283.77		Notes
100-11-1308	QNB CD (GF)-72770	\$236,482.30	\$236,482.30	\$0.00	
	Total	\$4,053,766.07	\$230,462.30	\$0.00	12/15/2021 Maturity Dat
100-11-1134	LANDFILL CLOSURE FUND QNB	\$54,713.47	CEA 712 47	R0.05	
100-11-1309	QNB LFILL CLO CD-72769	\$1,596,278.69	\$54,713.47 \$1,596,278.69	\$0.00	
	Total		\$1,590,270.69	\$0.00	06/12/2021 Maturity Dat
100-11-1135	JUVENILE COURT FUND QNB	\$1,249.96	\$1,249.96	00.00	
100-11-1136	PUBLIC BUILDING FUND	\$9,272.65	\$9,272.65	\$0.00	(
100-11-1139	CANDLER COUNTY JAIL FUND	\$77,879.15	\$77.879.15	\$0.00	
100-11-1167	HOSPITAL LOC	\$431,524.98	\$431,524.98	\$0.00	
	HOSPITAL LOAN *9022	0401,024.00	\$451,524.96	\$0.00	
	Fund 100 Totals	\$6,224,684.97		5-Mar-21	\$1,575,789.2
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$47,824.87	\$47,824.87	\$0.00	
	Fund 212 Totals	\$47,824.87		+0.00	
E-911 FUND					
215-11-1138	E-911 FUND QNB				
215-11-1303	CD E911 QNB-72653	\$156,016.42	\$156,016.42	\$0.00	
	Fund 215 Totals	\$157,230.61	\$157,230.61	\$0.00	10/26/2021 Maturity Date
		\$313,247.03			
LMIG FUND					
250-11-1110	LMIG	\$444,425.01	\$444,425.01	\$0,00	
	Fund 250 Totals	\$444,425.01	44.01 (20.01)	40.00	
SSD FUND					
270-11-1110	Special Services District				
	Fund 270 Totals	\$908,441.72	\$908,441.72	\$0.00	
	Tunu 270 Totais	\$908,441.72			
NMATE FUND					
35-11-1139	JAIL STORE FUND QNB	600 700 40	000 700 /0		
	Fund 285 Totals	\$89,720.19	\$89,720.19	\$0.00	
		\$89,720.19			
011 SPLOST					
20-11-1140	2011 SPLOST QNB	\$26,767.37	FOC 707 07		
	Fund 320 Totals	\$26,767.37	\$26,767.37	\$0.00	
		\$20,707.37			
018 SPLOST					
21-11-1141	2018 SPLOST QNB	\$860,311.99	\$860,311.99	\$0.00	
21-11-1142	2018 SPLOST Hospital 20%	\$3,025.61	\$3,025.61	\$0.00	
	Fund 320 Totals	\$863,337.60	\$3,023.01	\$0.00	
SPLOST CAPITAL					
35-11-1141	CASH IN PANK THA ODI COT OUT				
	CASH IN BANK TIA SPLOST QNB Fund 335 Totals	\$858,965.57	\$858,965.57	\$0.00	
	Fund 355 Totals	\$858,965.57			
	Report Totals	\$8 014 076 72			
		\$8,914,076.73			

⊃age: 1		Board of Commiss Statement of Re	statement of Revenue and Expenditures	s ounty ures				3/4/2 11:19	3/4/2020
Revenue Account	Revenue Account Range: 100-00-0000 to 100-99-9999		Include Non-Anticipated: Yes	ipated: Yes	Year To Date As Of. 03/04/21	e As Of. 03,	04/21		
Expend Account Range: 10 Print Zero YTD Activity: No	Expend Account Range: 100-6000-00-0000 to 100-9999-99-99999 Print Zero YTD Activity: No		Inciude Nan-Budget: No	3udget: No	Current Prie	ent Period: 03, Prior Year: 03,	Current Period: 03/01/21 to 03/04/21 Prior Year: 03/01/20 to 03/04/20		
Revenue Account	t Description	Drive Ve Dou				-			
100-31-1100	i i		- 21	CULL KEV		Cancel	Π	%	eal
0011-10-001		20.00	\$3,100,000.00	\$0.00	\$2,585,042.34	\$0.00	00 -\$514,957.66		83%
100-31-1120	TIMBER TAX	\$0.00	\$40,000.00	20.00	\$32,679.18	\$0.03	00 -\$7 ,320.82		82%
100-31-1190	HOSPITAL LEVY	\$16.655.50	\$245,000.00	20.00	\$241,729.06	\$0.00	00 -\$3,270.94		99%
100-31-1200	REAL PROP-PRIOR YEAR	S170,165.79	\$215,000.00	20.00	\$186,287.03	\$0.00	00 -\$28,712,97		87%
100-31-1310	MOTOR VEHICLES	\$0.00	\$0,00	\$0.00	\$0.00	\$0.00	00.00		%0
100-31-1314	ALTERNATIVE AD VAL T	\$0.00	\$6,300,00	\$0.00	\$0.00	\$0.00	00 -\$6,300.00		0%
100-31-1315	TAVT	\$0.00	\$380,000.00	\$0.00	\$376,238.53	\$0.00	00 -\$3,761,47		99%
100-31-1320	MOBILE HOME	\$0.00	\$27,000.00	\$0.00	\$3,406.38	\$0.00	00 -\$23,593,62		13%
100-31-1350	RAILROAD EQUIPMENT	\$0,00	\$3,500,00	\$0.00	\$3,686.27	\$0.00	30 \$186.27		105%
100-31-1500	PROPERTY NOT ON DIGE	\$0.00	\$135,000.00	\$0.00	\$176,782.27	\$0.00	00 \$41,782.27		131%
100-31-1600	REAL ESTATE TRANSFER	\$0.00	\$40,000.00	\$0.00	\$26,913.15	\$0.00	00 -\$13,086,85		67%
100-31-3100	LOST	\$0,00	\$600,000.00	\$0,00	\$483,996.49	\$0.00	00 -\$116,003.51		31%
100-31-6300	FINANCIAL INSTITUTIO	\$16,111.00	\$30,000,00	\$12,824.00	\$19,168.00	\$0.00	00 -\$10,832.00		54%
100-31-9110	PEN & INT-REAL	\$0.00	\$150,000.00	\$0.00	\$89,454.75	\$0.00	00 -\$60,545.25		60%
100-31-9500	PEN & INT-FIFA	\$0.00	\$4,800.00	\$0.00	\$3,917.09	\$0.00	-\$882.91		82%
100-32-1240	HUNTING CAMP LIC/PER	\$0.00	\$1,700.00	\$0.00	\$1.714.72	\$0.00	\$14.72		101%
100-32-2211	LAND TRANSFER FEE	\$70.00	\$1,500,00	\$0.00	\$1,505.00	\$0.00	30 \$5.00		100%
100-32-2240	MOBILE HOME PERMITS	\$0.00	\$8.500.00	\$1,250.00	\$7,750.00	\$0.00	-\$750.00		31%
100-32-2250	ELECTRICAL PERMITS	\$0.00	\$1,500.00	\$175.00	\$1.755.00	\$0.00	00 \$255.00		117%
100-32-2991	LAND DISTURBING FEES	\$0.00	\$0.00	\$91.67	\$91.67	\$0,00	30 \$91.67		°%D
100-32-2992	INSURANCE LAPSE FEES	\$0.00 \$	\$0.00	\$0,00	\$0.00	\$0.00	00 \$0.00		%0
100-32-4300	TAG PENALITES & INTE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	00 \$0.00		%0
100-33-1152	GEMA EMA PARTNERSHIP	\$0.00	\$7,328,00	\$0.00	\$7,328.00	\$0.00	00 \$0.00		100%
100-33-1154	GEORGIA CARES ACT	\$0.00	\$0.00	\$0.00	\$345.390.04	\$0.00	00 \$345,390.04		0%
100-33-1155	GEORGIA CARES ACT-Elections	S0.00	\$0.0D	\$0.00	\$1,038.50	\$0.00	00 \$1,038.50		0%0
100-33-1156	GEORGIA CARES ACT-County Jail	\$0.00	\$0.00	\$0.00	\$8,280.00	\$0.00	00 \$8 280.00		%0

Dage: 2	H	Board of Com Statement of Re	ard of Comi ars of Candler County Statement of Revenue and Expenditures	County itures				3/4/2021 11:19 AM
Revenue Account	- î	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Evress/Doficit	
100-33-4211	FAMILY CONNECTIONS GRANT	20'00	\$50,000.00	\$0.00	\$37,371.93		-\$10 808 07	70 Keal
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	\$0.00	\$25,000.00	\$0.00	\$0.00		- \$25 000 00	0/ C /
100-33-6002	DISPATCH METTER SHAR-FY2017 & FY2018	\$0.00	\$0.00	\$0.00	\$0.00			0/0
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMEN	\$0.00	\$65,000.00	\$0.00	\$43,333.36	80.00	-\$21 666 64	0/0 87%
100-34-1120	STATE COURT - COMMUNITY SERVICE	\$0.00	\$0.00	\$0.00	\$1,513.00		\$1 213 00	0/_/O
100-34-1190	STATE COURT - JOF	\$0.00	\$2.000.00	\$0.00	\$1,100.00			0/0 20/2
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	\$0.00	\$35,000,00	\$0.00	\$25,679.40		-RQ 300 60	0/.CC
100-34-1600	TAVT/Motor Vehicle County Fees	\$0.00	\$25,000.00	\$0.00	\$20,136.13	\$0.00	-54,863,87	81%
100-34-1601	MAIL FEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%
100-34-1930	SALE OF MAPS	\$0.00	\$0.00	\$0.00	\$10.00	\$0.00	\$10.00	2/2
100-34-1940	COMMISSIONS ON TAXES	\$0.00	\$15,000.00	\$0.00	\$13,303.55	\$0.00	-\$1,696,45	89%
100-34-1941	METTER TAX COLLECTIO	\$0.00	\$5,400.00	\$0.00	\$3,500.00	\$0,00	-\$1,900.00	85%
100-34-2100	LAW ENFORCEMENT FEES	\$0.00	\$12,000.00	\$0.00	\$12,103.50	\$0.00	\$103.50	101%
100-34-2200	GBI DRUG ENF-SALARY	\$0.00	\$38,000.00	\$0.00	\$0.00	\$0.00	-\$38,000.00	%0
100-34-2201	SCHOOL RESOURCE OFFICER	\$0.00	\$56,000.00	\$1,849.60	\$17,809.20	\$0.00	-\$38, 190.80	32%
100-34-2301	METTER INMATE	\$0.00	\$0.00	\$0.00	\$0.00	\$0 [.] 00	20.00	%0
100-34-2600	EMS TRIP SERVICE FEES	\$6,385.70	\$450,000.00	\$9,623.90	\$342,418,19	\$0.00	-\$107,581,81	76%
100-34-2601	EMS ANNUAL FEES	\$47,144.39	\$435,000.00	\$91.67	\$378,278.38	\$0.00	-\$56,721.62	87%
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	\$0.00	\$0.00	S0.00	\$116.75	\$0.00	\$116.75	%0
100-34-2900	HOSPITAL DEBT SERVICE FEES	\$0.00	\$0.00	\$0.00	\$1,172.32	\$0.00	\$1,172.32	0%
100-34-4131	RECYLED MATERIALS	\$0.00	\$4,000.00	\$0.00	\$1,552.97	\$0.00	-\$2,447.03	39%
100-34-4150	TIPPING LANDFILL FEES	\$0.00	\$75,000.00	\$0.00	\$72,064.59	\$0.00	-\$2,935,41	96%
100-34-4151	RESIDENTIAL LDFL USE	\$47,227.61	\$415,000.00	\$0.00	\$365,177,43	\$0.00	-\$49,822.57	88%
100-34-4152	RECYCLE CTR FEES	\$0.00	\$0.00	\$0.00	\$1.332.00	\$0.00	\$1,332.00	0%
100-34-4153	INERT LANDFILL FEES	\$0.00	\$15,000.00	\$0.00	\$18,391.38	\$0.00	\$3,391.38	123%
100-34-7202	JACK STRICKLAND RENT	\$0.00	\$2,500.00	\$0.00	-\$250.00	\$0.00	-\$2,750.00	-10%
100-34-7205	REC DEPT REGISTRATIO	\$4,750.00	\$25,000.00	\$0.00	\$20,105.00	\$0.00	-\$4,895.00	80%
100-34-7206	REC DEPT CONCESSIONS	\$0.00	\$10,000.00	\$0.00	\$262.04	\$0.00	-\$9,737.96	3%
100-34-7207	REC DEPT SPONSORS	\$0.00	\$12,000.00	\$0.00	\$1,486.60	\$0.00	-\$10,513.40	47%21
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Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	u.	Excess/Deficit	% Real
100-34-7208	FIELD RENTAL	\$0.00	\$500.00	\$0.00	\$300.00		S0.00	-\$200.00	60%
100-34-7209	REC DEPT ADMISSIONS	S0.00	\$3,000.00	\$0.00	\$0.00		S0.00	-\$3.000.00	%0
100-34-7210	REC DEPT TOURNAMENT	\$0.00	\$1,000.00	\$0.00	\$0.00		\$0.00	-\$1,000,00	%0
100-35-1110	SUPERIOR COURT FINES	\$0.00	\$3,000.00	\$0.00	\$9,314.26		\$0.00	\$6,314.26	310%
100-35-1120	STATE COURT FINES	\$0.00	\$175,000.00	\$0.00	\$163,943.65		\$0.00	-\$11,056.35	34%
100-35-1130	MAGISTRATE COURT	\$0.00	\$28,000.00	\$0.00	\$21,587.00		\$0.00	-\$6,413,00	27%
100-35-1150	PROBATE COURT	\$0.00	\$25,000.00	\$0.00	\$22,476.63		\$0.00	-\$2,523.37	90% 80%
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	\$0.00	\$17,500.00	\$0.00	\$18,352.98		\$0.00	\$852.98	105%
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	\$0.00	\$12,000.00	\$0.00	\$17,066.62		\$0.00	\$5,066.62	142%
100-35-1408	JUVE COURT ADD ON FEE	\$0.00	\$400.00	\$0.00	\$80.00		\$0.00	-\$320,00	20%
100-35-1901	PUBLIC DEFENDER FEES	\$0.00	\$500.00	\$0.00	\$322.84		\$0.00	-\$177.16	65%
100-36-1001	INTEREST INCOME	\$0.00	\$10,000.00	\$0.00	\$3,173.58		\$0.00	-\$6,826.42	32%
100-36-1002	INTEREST INCOME - LANDFILL CD	\$0.00	\$30,000.00	\$0.00	\$0.00		\$0.00	-\$30,000.00	%0
100-36-1003	INTEREST INCOME - GENERAL FUND CD	\$0.00	\$0.00	\$0.00	\$2,919.90		\$0.00	\$2,919.90	%0
100-37-1120	HEALTH GRANT ACCG	\$0.00	\$1,500.00	\$0.00	\$1,500.00		\$0.00	\$0.00	100%
100-38-9001	MISC SALE OF PIPE	\$0.00	\$10,000.00	20.00	\$14,359.99	- ,	\$0.00	\$4,359.99	144%
100-38-9003	MISC TAX COMM FICA	\$0.00	\$6,100.00	\$0.00	\$6,031.83	.,	\$0.00	-\$68.17	619%
100-38-9005	MISCELLANEOUS	\$500.00	\$0.00	20.00	\$10,332.08		\$0.00	\$10,332.08	0%
100-38-9006	INSURANCE PROCEEDS	\$0.00	\$0.00	\$0.00	\$32,117.71		\$0.00	\$32,117,71	0%0
100-38-9007	MISC SALE OF SIGNS	\$0.00	\$0,00	\$0.00	\$68.00		\$0.00	\$68.00	%0
100-38-9009	RECOVERY ON TAX COMMISSIONER LOSS	\$0. 00	\$0.00	\$0.00	\$2,199.76		\$0.00	\$2,199.76	%0
100-38-9999	CANCEL PRIOR YEAR EXPENSE	\$0.00	\$0.00	\$0.00	\$671.00		\$0.00	\$671.00	0%0
100-39-1800	FUND BALANCE USE	\$0.00	\$103,255.86	\$0.00	\$0.00		\$0.00	-\$103,255.86	0%
100-39-2100	SALE OF ASSETS	\$0.00	\$0.00	\$0.00	\$159,000.00		\$0.00	\$159,000.00	%0
	General Fund Revenue Total	\$309,009.99	\$7,195,783,86	\$25,905.84	\$6,467,939.02		\$0.00	-\$727,844.84	%06
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	ΥΤD Εχρά	Cancel	9	Balance	% Expd
100-1100-		\$0.00	\$53,546.53	\$0.00	\$31,437.06		\$0.00	\$22,109.47	59%
100-1300-	EXECUTIVE	\$0.00	\$204,571.74	\$170.36	\$133,464.50		\$0.00	271 107.24	65%

Board of Commissioners of Candler County Statement of Revenue and Expenditures

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Expend Account		Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Ralarro	07. E.m.d
100-1400-	ELECTIONS & VOTER REGISTRATION	\$578.57	\$83,218.41	\$307.44	\$58.852.17	00.03	\$24 366 34	/o Expu
100-1510-	ADMINISTRATION	\$2,753.45	\$347,112.58	\$2,438.32	\$230.938.21		4116 171 27	6170 570/
100-1514~	BOARD OF EQUALIZATION:	\$0.00	\$5,803.19	\$0,00	\$1.722.19		\$1 064 00 \$1 084 00	01.70
100-1535-	INFORMATION TECHNOLOGY:	\$5,269.93	\$157,107.00	\$5,977.83	\$129.065.12		00.100,F%	0/.00 0-00
100-1545-	TAX COMMISSIONER	\$954.98	\$252,040.31	\$464.49	\$180,833.56	\$0.00 \$0.00	571 206 75	7062
100-1550-	TAX ASSESSOR	\$129.84	\$221,409.04	\$9,946.24	\$127,054.07	\$0.00	\$94,354,97	57%
100-1565-	PUBLIC BUILDINGS	\$4,063.29	\$222,078.00	\$4,448.28	\$154,736.59	\$0.00	\$67,341.41	20%
100-2150-	SUPERIOR COURT	\$12,291.18	\$207,088.34	\$12,365.43	\$137,712.79	\$0.00	\$69,375.55	66%
100-2180-	CLERK OF COURT	\$79.30	\$193,403.19	\$305.27	\$118,955.18	\$0.00	\$74,448.01	62%
100-2300-	STATE COURT	\$0.00	\$112,693.99	\$463.43	\$78,542.00	\$0.00	\$34,151.99	70%
100-2400-	MAGISTRATE COURT	\$0.00	\$87,769.83	\$65.20	\$57,935.68	\$0.00	\$29,834.15	66%
100-2450-	PROBATE COURT	\$0.00	\$132,801.71	\$523.68	\$90,469.82	\$0.00	\$42,331.89	68%
100-3300-	SHERIFF	\$7,761.26	\$1,260,650.11	\$11,569.29	\$757,168.85	\$0.00	\$503,481.26	60%
100-3326-	DETENTION CENTER	\$3,012.49	\$621,550.51	\$7,432.63	\$418,457.97	\$0.00	\$203,092.54	67%
100-3600-	EMERGENCY MEDICAL SERVICES	\$3,134.76	\$993,839.31	\$2,481.43	\$664,134.34	\$0.00	\$329,704.97	67%
100-3700-	CORONER	\$0.00	\$12,527.31	\$700.00	\$23,672,88	\$0.00	-\$11,145.57	189%
100-3920-	EMERGENCY MANAGEMENT ASSOCIATION	\$0.00	\$16,618.47	\$0.00	\$14,880.95	\$0.00	\$1,737.52	%06
100-4200-	ROADS & BRIDGES	\$8,010.24	\$982,248.97	\$6,358.36	\$583,301.44	\$0.00	\$398,947.53	59%
100-4520-	COLLECTIONS	\$9.00	\$2,500.00	\$0.00	\$1,534.16	\$0.00	\$965.84	61%
100-4530-	SOLID WASTE DISPOSAL	\$4,488.17	\$518,245.02	\$1,866.18	\$230,320.32	\$0.00	\$287,924.70	44%
100-5550-	FAMILY CONNECTIONS:	\$0.00	\$48,000.00	\$4,226.37	\$35,328.88	\$0.00	\$12,671.12	74%
100-7130-	AGRICULTURAL RESOURCES	\$0.00	\$66,301.02	\$0.00	\$29,784.50	\$0.00	\$36,516.52	45%
100-7450-	CODE ENFORCEMENT	\$0.00	\$0.00	\$0.00	\$7,176.64	\$0.00	-\$7,176.64	0%0
100-7460-	RECREATION DEPARTMENT	\$652.25	\$245,185.96	\$933.94	\$157,645.25	\$0.00	\$87,540.71	64%
100-8000-	DEBT SERVICES:	\$0.00	\$25,000.00	\$0.00	\$18,750.00	\$0.00	\$6,250.00	75%
100-9000-	OTHER DEPARTMENTS	\$35,659,63	\$419,945.59	-\$123,449.96	\$277,841.21	\$0.00	\$142,104.38	66%
	General Fund Expend Total	\$88,839.34	\$7,493,256.13	-\$50,405.79	\$4,751,716.33	\$0.00	\$2,741,539.80	63%

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⊃age: 5	Board of C Stateme	Board of Commissioners of Candler County Statement of Revenue and Expenditures	andler County Expenditures				3/4/20215 11:19 AM
and Account Description	Prior Yr Expd	Expd Budgeted	d Curr Expd	d YTD Expd	Cancel	Balance	% Expd
100 General Fund	Revenue; Expended:	<u>Prior</u> \$309,009.99 \$88.839.34	<u>Current</u> \$25,905.84 -\$50.405.79	<u>YTD</u> \$6,467,939.02 \$4 751 716 33			
	Net Income:	\$220,170.65	\$76,311.63	\$1,716,222.69			
Grand Totals							
	Revenue: Expended:	<u>Prior</u> \$309,009.99 \$88.839.34	Current \$25,905.84 -\$50.405.79	<u>YTD</u> \$6,467,939.02 \$4.751.716.33			
	Net Income:	\$220,170.65	\$76,311.63	\$1,716,222.69			
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age: 1		Board of Comm Statement of Re	ard of Comments of Candler County Statement of Revenue and Expenditures	County litures				3/4/2021 11-20 AM
Revenue Account	Revenue Account Range: 250-00-0000 to 250-99-9999		Include Non-Anticipated: Yes	licipated: Yes	Year To Da	Year To Date As Of: 03/04/21	14/21	
Expend Account	Expend Account Range: 250-0000-00-00-0000 to 250-9999-99-99999		Include Non	Include Non-Budget: No	Currei	it Period: 03/C	Current Period: 03/01/21 to 03/04/21	
FILL LETO Y I D ACTIVITY: NO	cavity: No				đ.	Prior Year: 03/0	03/01/20 to 03/04/20	Ŕ
Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Excess/Deficit	% Roal
250-33-4254	DOT GRANT - 2019 LMIG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0%0
250-33-4256	DOT GRANT - 2020 LMIG	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		%0
250-33-4257	DOT GRANT - 2020 LMIG - SUPPLEMENT SOE	\$0.00	\$405,267.25	\$0.00	20.03	\$0.00	0 -\$405,267.25	%0
250-33-4258	DOT GRANT - 2021 LMIG	\$0.00	\$405,287,25	\$0.00	\$405,287.25	\$0.00	0 \$0,00	100%
250-36-1001	LMIG INTEREST INCOME	\$0.00	\$4,000.00	\$0.00	\$776.86	\$0.00	0 -\$3,223.14	19%
	LMIG Revenue Total	\$0.00	\$814,554.50	\$0.00	\$406,064.11	\$0.00	0 -\$408,490.39	50%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	% Expd
250-4200-	ROADS & BRIDGES	\$0.00	\$405,267.25	\$0.00	\$549,834.70	\$0.00	0 -\$144,567.45	136%
	LMIG Expend Total	\$0.00	\$405,267.25	\$0.00	\$549,834.70	\$0.00	0 -\$144,567.45	136%
250	LMIG		Prior	Current	YTD			
		Revenue:	\$0.00	\$0.00 \$40	\$406,064.11			
		Expended:	\$0.00	\$0.00 \$54	\$549,834.70			
	Z	Net Income:	\$0.00	\$0.00 -\$14	\$143,770.59			
	Grand Totals							
			Prior	Current	VID			
		Revenue:	\$0.00	\$0.00 \$40	\$406,064.11			
		Expended:	\$0.00	\$0.00 \$54	\$549,834.70			
	Ż	Net Income:	\$0.00	\$0.00 -\$14	-\$143,770.59			

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rage: 1		Board of Comm Statement of	Board of Commissioners of Candler County Statement of Revenue and Expenditures	er County nditures					3/4/202020
Revenue Accoun	Revenue Account Range: 270-00-0000 to 270-99-9999		Include Non-	Include Non-Anticipated: Yes	Year To Date As Of:	ate As Of:	03/04/21	1	a:
Expend Accoun	Expend Account Range: 270-0000-00-0000 to 270-9999-99-999	6	Include N	Include Non-Budget: No	Curre	nt Períod.	03/01/2	Current Period: 03/01/21 to 03/04/21	ş
Print Zero YTD Activity: No	Activity: Na				ц.	Prior Year:	03/01/2	03/01/20 to 03/04/20	
Revenue Account	t Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel		Excess/Deficit	%. Real
270-31-1350	RAILROAD EQUIPMENT	\$0.00	n F	÷			\$0.00	\$305.62	11.2%
270-31-1750	FRANCHISE TAX-TELEVI	20.00	¢÷	0 \$0.00	69		\$0.00	-\$10,897,53	76%
270-31-4200	ALCOHOL BEVERAGE EXC	\$0.00	00.000,00\$ 00	00.00	\$75,898.59		\$0.00	-\$14,101,41	84%
270-31-6200	INSURANCE PREMIUM TAX	\$0.00	0 \$460,000.00	0 \$0.00	\$489,424.84		\$0.00	\$29,424.84	106%
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	\$0.00 \$	0 \$13,500.00	00.00	\$19,200.00		\$0.00	\$5,700.00	142%
270-32-1200	GENERAL BUSINESS LICENSE	\$0.00	0 \$5,300.00	0 \$0.00	\$5,525.00		\$0.00	\$225.00	104%
270-32-2231	CELL TOWER FEES	\$0.00	00*0\$	00.00	\$100.00		\$0.00	\$100.00	%0
270-33-7001	FIRE BUDGET SURPLUS METTER	\$0.00	0 \$0.00	20.00	\$30,888.00		\$0.00	\$30,888.00	%0
270-34-4110	REFUSE COLLECTION CHARGE	\$32,109.09	9 \$335,000.00	0 \$264.00	\$302,679.31		\$0.00	-\$32,320.69	90%
270-36-1001	INTEREST INCOME	\$0°00	0 \$1,500.00	00.00	\$887.71		\$0.00	-\$612.29	59%
	Special Service District Revenue Total	\$32,109.09	9 \$952,800.00	0 \$264.00	\$961,511.54		\$0.00	\$8,711.54	101%
10									
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	I	Balance	% Expd
270-1510-	ADMINISTRATION	\$0.00	0 \$46,539.19	9 \$0.00	\$360.50		\$0.00	\$46,178.69	1%
270-4520-	COLLECTIONS	\$27,650.16	6 \$367,500.00	0 \$27,650.16	\$248,851.44		\$0.00	\$118,648.56	68%
270-7410-	SNINCZ	\$1,175.00	0 \$3,000.00	0 \$151.00	\$921.00		\$0,00	\$2,079.00	31%
270-7450-	CODE ENFORCEMENT	\$0.00	0 \$55,026.21	1 \$0.00	\$0.00		\$0.00	\$55,026.21	%0
270-9000-	OTHER DEPARTMENTS	\$29,949.72	2 \$480,734.60	0 \$30,396.13	\$350,885.82		\$0.00	\$129,848.78	73%
	Special Service District Expend Total	\$58,774.88	\$ \$952,800.00	0 \$58,197.29	\$501,018.76		\$0.00	\$351,781.24	63%
270	Special Service District		Prior	Current	<u>ATD</u>				
		Revenue:	\$32,109.09	\$264.00 \$9	\$961,511.54				
		Expended:	\$58,774.88 \$!	\$58,197.29 \$6	\$601,018.76				
		Net Income:	-\$26,665.79 -\$!	-\$57,933.29 \$31	\$360,492.78				

Page: 1		Board of Comm Statement of Ke	ard of Comm s of Candler County Statement of Kevenue and Expenditures	County itures				\square	3/4/2021
Revenue Account	Revenue Account Range: 320-00-0000 to 320-99-9999		Include Non-Anticipated: Yes	icipated: Yes	Year To Date As Of:		03/04/21		
Expend Account Range: 32 Print Zero YTD Activity: No	<i>EXpend Account Hange: 320-0000-00-0000 to 320-9999-99-99999</i> <i>Print Zero YTD Activity:</i> No		Include Non	Include Non-Budget: No	Currei	nt Períod: (3/01/21	Current Period: 03/01/21 to 03/04/21	18 13
						Prior Year: ()3/01/20	03/01/20 to 03/04/20	
Revenue Account	Description	Priar Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	L.	Excess/Deficit	% Real
320-36-1003	INTEREST INC 2011 SP	\$0.00	\$0.00	\$0.00	\$150.80		\$0.00	\$150.80	%0
	Revenue Total	\$0.00	\$0.00	\$0.00	\$150.80	**	\$0.00	\$150.80	%0
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	ũ	Balance	% Expd
320-1400-	ELECTIONS & VOTER REGISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	4	\$0.00	\$0.00	%0
320-1510-	ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00	\$0.00	%0
320-1535-		\$0.00	\$21,983.26	\$0.00	\$0.00	69	\$0.00	\$21,983.26	%0
320-1565-	PUBLIC BUILDINGS	\$0.00	\$66,240.59	\$0.00	\$54,801.69	69	\$0.00	\$11,438.90	83%
320-3300-	SHERIFF	\$0.00	\$0.00	\$0.00	\$0.00	64	\$0.00	\$0.00	%0
320-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00	\$0.00	%0
320-4200-	ROADS & BRIDGES	\$0.00	\$0.00	\$0.00	\$0.00	69	\$0.00	\$0.00	%0
320-4965-	RECREATIONAL DEPT:	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00	\$0.00	0%
320-4967-	COUNTY 2011 SPLOST	\$0.00	\$0.00	\$0.00	\$0.00	\$	\$0.00	\$0.00	%0
320-7460-	RECREATION DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	69	\$0.00	\$0.00	%0
320-8000-	DEBT SERVICE:	\$0.00	\$108,628.00	\$0.00	\$108,630.64	69	\$0.00	-\$2,64	100%
	Expend Total	\$0.00	\$201,631,85	\$0.00	\$163,432.33	\$	\$0.00	\$38,199.52	81%
320			Prior	Current	<u>VTD</u>				
		Revenue:	\$0.00	\$0.00	\$150.80				
		Expended:	\$0.00	\$0.00 \$16	\$163,432.33				
		Net Income:	\$0.00	\$0.00 -\$16	-\$163,281.53				
	Grand Totals								

Jage: 1		Board of Commissioners of Candler County Statement of Revenue and Expenditures	rd of Commissioners of Candler Coun Statement of Revenue and Expenditures	· County ditures					3/4/20200
Revenue Accoun	Revenue Account Range: 321-00-000 to 321-99-9999		Include Non-Anticipated: Yes	ticipated: Yes	Year To Da	Year To Date As Of: 03/04/21	3/04/21		
Expend Account	Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999		Include Nor	Include Non-Budget: No	Currei	Current Period: 03/01/21 to 03/04/21	3/01/21 to	03/04/21	141
Print Zero YID Activity: No	lctivity: No				Ω,	Prior Year: 0	03/01/20 to 03/04/20	03/04/20	×.
Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	Exce	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	\$0.00	\$525,000.00	\$0.00	\$442,366.28	1 S	\$0.00	\$82,633.72	84%
321-31-3209	2018 SPLOST (Hospital 20%)	\$0.00	\$212,500.00	\$0.00	\$197,484,93	99		-\$15,015.07	93%
321-31-3210	2018 SPLOST (Metter 40%)	\$0.00	\$374,000.00	\$0.00	\$315,975.91	\$0		-\$58,024,09	84%
321-31-3211	2018 SPLOST (Pulaski 4%)	\$0.00	\$37,400,00	\$0.00	\$31,597.59	\$0	\$0.00	-\$5,802.41	84%
321-36-1005	INTEREST INC 2018 SP	\$0.00	\$0.00	\$0.00	\$903.00	\$0	\$0.00	\$903.00	%0
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	\$0.00	\$0.00	\$0.00	\$21.08	\$C	\$0.00	\$21.08	%0
321-38-9005	MISCELLANEOUS	\$0°C0	\$0.00	\$0.00	\$245.38	\$0	\$0.00	\$245,38	0%
	Revenue Total	\$0.00	\$1,148,900.00	\$0.00	\$988,594.17	\$0	\$0.00 -\$	-\$160,305.83	85%
Expend Account	Description	Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Balance	nce	% Expd
321-1535-	2018 SPLOST(Control changed to Sub	\$0.00	\$18,016.74	\$9,606.85	\$9,606.85	\$0	\$0.00	\$8,409.89	53%
321-1565-	PUBLIC BUILDINGS	\$0.00	\$273,000.00	\$7,673.57	\$25,783.07	\$0	\$0.00 \$2	\$247,216.93	%6
321-3300-	SHERIFF	\$0.00	\$229,700.26	\$36,846.30	\$211,335.46	\$0	\$0.00	\$18,364.80	92%
321-3600-	EMERGENCY MEDICAL SERVICES	\$0.00	\$220,000.00	\$0.00	\$0,00	\$0	\$0.00 \$2	\$220,000.00	%0
321-4200-	ROADS & BRIDGES	\$0.00	\$65,000.00	\$0.00	\$0.00	\$0	\$0.00	\$65,000.00	%0
321-8000-		\$0.00	\$0.00	\$0.00	\$0.00	\$0	\$0.00	\$0.00	%0
	Expend Total	\$60,380.59	\$1,541,716.81	\$119,877.29	\$794,783.81	\$0	\$ 00.0\$	\$746,933.00	52%
321			Prior	Current	YTD				
		Revenue:	\$0.00	\$0.00 \$98	\$988,594.17				
		Expended: \$60	\$60,380.59 \$119,	\$119,877.29 \$79	\$794,783.81				
		Net Income: -\$60	-\$60,380.59 -\$119,	-\$119,877.29 \$19;	\$193,810.36				

Grand Totals

Jage: 1			Board of Comn Statement of Re	ard of Comn rs of Candler County Statement of Revenue and Expenditures	· County ditures					3/4/2021 11:23 AM
Revenue Account Range: 3: Expend Account Range: 3: Print Zero YTD Activity: No	Revenue Account Range: 335-00-0000 to 335-99-9999 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999 Print Zero VTD Activity: No	- <i>0</i> 9-9999 to 335-9999-99-999	ð	Include Non-Anticipated: Yes Include Non-Budget: No	ıde Non-Anticipated: Yes Include Non-Budget: No	Year To Da Curre	Year To Date As Of: 03/04/21 Current Period: 03/01/21	03/04/21 03/01/21	To Date As Of: 03/04/21 Current Period: 03/01/21 to 03/04/21	
							Príor Year:	03/01/20	03/01/20 to 03/04/20	*
Revenue Account	Description		Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Cancel	E	Excess/Deficit	% Real
222-0-2204	IIA SPLOSI		\$0.00	\$225,000.00	\$0.00	0 \$225,645.57		\$0.00	\$645.57	100%
335-31-3205	GDOT		\$0.00	\$0.00	\$0.00	0 \$526,779.39		\$0.00	\$526,779.39	%0
335-36~1004	INTEREST INC TIA SPL		\$0.00	\$6,000.00	\$0.00	0 \$1,094.11		\$0.00	-\$4,905.89	18%
		Revenue Total	\$0.00	\$231,000.00	\$0.00	0 \$753,519.07		\$0.00	\$522,519.07	326%
Expend Account	Description		Prior Yr Expd	Budgeted	Curr Expd	YTD Expd	Cancel	Ц	Balance	% Expd
335-4968-	2012 TIA SPLOST:		\$0.00	\$515,051.70	\$0.00	0 \$670,097.91		\$0.00	-\$155,046.21	130%
		Expend Total	\$0.00	\$515,051.70	\$0.00	0 \$670,097.91		\$0.00	-\$155,046.21	130%
335			Revenue:	Prior \$0.00	Current \$0.00	<u>YTD</u> \$753.519.07				
			Expended:	\$0.00		\$670,097.91				
			Net Income:	\$0.00	\$0.00	\$83,421.16				
	Grand Totals	als								
				Prior 0	Current	YTD				
			Revenue:	\$0.00	\$ 00.0\$	\$753,519.07				
			Expended:	\$0.00	\$0.00 \$1	\$670,097.91				
			Net Income:	\$0.00	\$0.00	\$83,421.16				

486

		EV2010		11									
June	\$	FY2018	~	Hospital		Vet Remaining	<u>,</u>	Metter		Pulaski		County	
June	Ş	103,621.99	\$	20,724.40	\$	82,897.59	\$	33,159.04	\$	3,315.90	\$	46,422.65	
Totals	\$	103,621.99	\$	20,724.40	\$	82,897.59	\$	33,159.04	\$	3,315.90	\$	46,422.65	;
													-
		FY2019		Hospital		let Remaining		Metter		Pulaski		County	
July	\$	110,246.13	\$,	\$	88,196.90	\$	35,278.76	\$	3,527.88	\$	49,390.27	
August	\$	114,954,34	\$	22,990.87	Ş	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	
lanuary	\$	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	
\pri l	\$	117,339.34	\$	23,467.87	\$	93,871.47	\$	37,548.59	\$	3,754.86	\$	52,568.02	
ſaγ	\$	112,543.87	\$	22,508.77	\$	90,035.10	\$	36,014.04	\$	3,601.40	\$	50,419.65	
une	\$	113,404.60	\$	22,680.92	\$	90,723.68	\$	36,289.47	\$	3,628.95	\$	50,805.26	
tals	\$	1,324,879.52	\$	264,975.90	\$	1,059,903.62	\$	423,961.45	\$	42,396.14	\$	593,546.02	1
													-
	\$	1,333,333.00											
		99,37%											
		FY2020		Hospital	N	et Remalning		Metter		Pulaski		County	
ly	\$	114,653.18	\$	22,930.64	\$	91,722.54	\$	36,689.02	\$	3,668.90	\$	51,364.62	
gust	Ś	119,730.47		23,946.09	\$	95,784.38	\$	38,313.75	\$	3,831.38	\$	53,639.25	
ptember	\$	111,955,15	Ś	22,391.03	\$	89,564.12	\$	35,825.65	÷ \$		ş Ş		
tober	\$	115,002.35	\$	23,000.47	ې \$	92,001.88	Ş	36,800.75	\$ \$	3,582.56 3,680.08	> \$	50,155.91	
vember	Ś	130,021.03		26,004.21	Ş	104,016.82	⊋ \$					51,521.05	
ov Pro Rata		383.45	\$	75.69	₽ \$	306.76	ې \$	41,606.73	\$	4,160.67	\$	58,249.42	
cember	\$	108,558.04	ې \$	21,711.61	₽ \$	86,846.43	⊋ \$	122.70 34,738.57	\$	12.27	\$	171.79	
nuary	\$	116,297.21	Ş	23,259.44	\$	93,037.77	ç Ş	34,738.57	\$	3,473.86	\$	48,634.00	
bruary	\$	109,385,13	\$	21,877.03	⊋ \$	87,508.10	\$ \$	-	\$	3,721.51	\$	52,101.15	
arch	\$	99,492.27	\$	19,898.45	\$			35,003.24	\$	3,500.32	\$	49,004.54	
oril	\$	109,871.58	\$	21,974.32	ې \$	79,593.82	\$	31,837.53	\$	3,183.75	\$	44,572.54	
ay	⊋ \$	105,330.46	ې \$		ې S	87,897.26	\$	35,158.91	\$	3,515.89	\$	49,222.47	
1Y 1e	ç S	105,330,46	> \$	21,065.09		84,264.37	\$	33,705.75	\$	3,370.57	\$	47,188.05	
ne Pro Rati		123,526.88	S	24,705.38	\$	98,821.50	\$	39,528.60	\$	3,952.86	\$	55,340.04	
tals	5	and the second state of the second		20.50	120	82.01	\$	32.80	\$	3.28	\$	45.92	
(al)	2	1,364,207.20	5.	272,841.44	2	1,091,365.76	21	436,546.30	Ş	43,654.63	Ş (511,164.83	
		102.32%											

	FY 2021		Hospital	N	et Remaining		Metter		Pulaski		County
ylut	\$ 120,784.30	\$	24,156.86	\$	96,627.44	\$	38,650.98	\$	3,865.10	\$	54,111.37
August	\$ 122,574.17	\$	24,514.83	\$	98,059.34	\$	39,223.73	\$	3,922.37	\$	54,913.23
September	\$ 118,636.48	\$	23,727.30	\$	94,909.18	\$	37,963.67	\$	3,796.37	\$	53,149.14
October	\$ 129,010.92	\$	25,802.18	\$	103,208.74	\$	41,283.49	\$	4,128.35	\$	57,796.89
November	\$ 118,740.77	\$	23,748.15	\$	94,992.62	\$	37,997.05	\$	3,799.70	\$	53,195.86
Dec Prorata	\$ 195.61	\$	39.12	\$	156,49	\$	62.60	\$	6.26	\$	87.63
December	\$ 121,766.55	\$	24,353.31	\$	97,413.24	\$	38,965.30	\$	3,896.53	\$	54,551.41
January	\$ 136,602.56	\$	27,320.51	\$	109,282.05	\$	43,712.82	\$	4,371.28	\$	61,197.95
February	\$ 119,113,35	\$	23,822.67	\$	95,290.68	\$	38,116.27	\$	3,811.63	\$	53,362.78
March		\$	-	\$	-	\$	~	\$	-	\$	
April		\$		\$	-	\$		\$	-	\$	
May		\$	100	\$	-	\$		\$	-	\$	
June		\$	54	\$	-	\$	-	\$	-	\$	
		\$	50	\$	-	\$		\$		\$	
Totals	\$ 987,424.71	S	197,484.94	Ś	789,939.77	Ś	315,975.91	Ś	31,597.59	5	442,366.27

74.06%

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Exhibit B

CANDLER COUNTY CONTRACT

A contract by and between **Candler County**, hereinafter called **County**, And **GIS1**, LLC. hereninafter called **GIS1.net**.

1. Project Title

Candler County Geographic Information System (GIS) Parcel and Road Centerline Maintenance with Included Technical Support and Conservation Use Valuation Assessment (CUVA) and Forest Land Protection Act (FLPA) Calculations.

2. Background

In response to the *GIS Maintenance Services and Products RFP* issued by the Candler County Board of Assessors, this contract is being submitted to Candler County, GA for their consideration. This contract for FY2022 is a continuation of last year's contract.

3. Scope of Work

GIS1.net's prime responsibility shall be to maintain the parcel and road centerline data sets and provide technical support to **County** as described in **Attachment A**. The work shall be performed at **GIS1.net's** worksite at and other locations as appropriate.

4. Time of Performance

The terms and conditions of this contract are valid for all work performed between July 1, 2021 and June 30, 2022 and may be extended with written agreement from both parties. The services of this contract shall commence after contract signing. Work shall be undertaken in an orderly sequence so as to ensure their expeditious completion in accordance with the purposes of this contract. Failure or delays on the part of **County** to deliver complete and legible documents may result in corresponding delays on the part of **GIS1.net** in delivery of related products and services, with no injury or penalty accruing to **GIS1.net**.

5. Review Period

County will have ninety (90) days after final delivery in which to review the products and services for functionality. **GIS1.net** will, upon notification by **County**, correct any shortcomings noted at no additional charge.

6. Compensation & Terms

GIS1.net will provide the services listed in **Attachment A** for a fee of \$4,800, payable in 12 monthly payments of \$400 each.

Payment shall be made by the **County** within 30 days of receipt of an invoice.

GIS1.net shall not be responsible for any fees, fines or penalties levied against the County by the

State of Georgia or any other entity or individual.

7. Modification of Contract

This agreement may be modified only by a formal, written modification signed by authorized representatives of both the **County** and **GIS1.net**. All changes in the scope of services shall be included in contract amendments executed by the **County** and **GIS1.net** before any such work begins.

8. Termination for the Convenience of County

County may terminate this agreement at any time by giving written notice to **GIS1.net** of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work** (Attachment A) shall become the property of the **County**. **GIS1.net** shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Compensation amount shall never exceed the value of this contract.

9. Termination for the Convenience of GIS1.net

GIS1.net may terminate this agreement at any time by giving written notice to **County** of such termination and specifying the effective date thereof, at least thirty (30) days prior to the effective date of such termination. In that event, all finished or unfinished documents, data, or other materials as described in the **Scope of Work** (Attachment A) shall become the property of the **County**. **GIS1.net** shall be entitled to receive just and equitable compensation for any satisfactory work completed and any outstanding obligations on such documents. Compensation amount shall never exceed the value of this contract.

10. Severability

If any term or provision of this agreement shall be found to be illegal or unenforceable, then notwithstanding the offending term or provision, this agreement shall remain in full force and effect and such term or provision shall be deemed stricken herefrom.

11. Ownership

All data, and/or programming applications produced in whole or in part under this contract shall remain the property of the **County**. **GIS1.net** reserves the right to use any and all data gathered, created or received during this project for its own purposes, but shall not sell or distribute this information without the consent of the **County**.

12. Entire Agreement

This agreement (and all documents incorporated herein, including Attachment A: Scope of Work) constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements, representations, statements, negotiations,

and undertakings, whether oral or written.

IN WITNESS WHEREOF COUNTY and GIS1.net have executed this agreement as of this 23day of March , 2021.

For GIS1, LLC.

Candler County, Georgia:

Signature Bujan Acisheim Printed Name Administrator

Russell C. Rupert, GISP President, GIS1, LLC.

Title

Invoices shall be sent to:

Name: Mayan Grier
Title: Chief Appraiser
Address1: 25 W Daniel St
Address2: Surre B
City, State, Zip: Metter GA 30439

ATTACHMENT A

SCOPE OF WORK

I. GIS1.net Obligations

GIS1.net will do or cause to be done the following:

 Maintain the GIS parcel layer by the most accurate means possible based upon the provided documentation such as survey plats, AutoCAD drawings, and/or written descriptions. The COordinate GeOmetry (COGO) technique will be used when possible. Each new parcel added to the GIS parcel layer will be attributed with a parcel identifier (provided by County) that will allow proper linking to the tax assessor's CAMA database.

COGO information from the provided survey plats, including survey distances and bearings, etc. will be permanently stored in the geodatabase for future reference and for quality verification purposes.

- 2) Other cadastral related GIS layers that will be maintained via this contract are described in the county's RFP.
- 3) Identify discrepancies that exist between the GIS parcel layer and **County's** Computer Assisted Mass Appraisal (CAMA) database, and provide **County** with a correlation report along with each delivery of new data.
- 4) Assist County with resolving discrepancies that exist between the GIS parcel layer and the CAMA database. At no time will the CONTRATOR be responsible for making changes to the CAMA database. GIS1.net will only make changes to the GIS parcel layer in order to resolve discrepancies. Resolutions that require changes in the CAMA database are the responsibility of County.
- 5) Compare drawn acreage of parcels within the GIS parcel layer with acreage numbers found in **County's** CAMA database and provide a report to **County** along with each delivery of new data The report will allow sorting based on percent difference or number of acres in dispute and will allow **County** to examine at any threshold level they choose.
- 6) Update **County's** road centerline data layer with newly added roads as provided by **County** via survey plats and other documents. Updating of road centerlines will be limited to adding road geometry and road name attributes as shown on the provided documents unless other attributes are requested and discussed.
- 7) Provide County's Tax Assessor's Office with unlimited GIS technical support related to parcel data and other data maintained through this contract. Support will be available during County's normal business hours and days. Response will be provided by phone, email, or Internet as quickly as possible, but should not exceed 24 hours.
- 8) Upon request, provide County with one on-site visit per year at no additional charge, which

can include training, problem solving or other topics of **County's** choice. **GIS1.net** is always available to discuss other possible GIS projects and give demonstrations at no additional charge.

- 9) Provide County with updated, electronic copies of parcel data on a daily, weekly, or monthly basis, as dictated by the delivery of split documents to GIS1.net. More frequent delivery of documents to GIS1.net will result in more frequent deliveries back to County. Updated data will be provided to County by FTP or email. The parcel shapefile delivered to the county will already have the contents of the realprop and owner tables from WinGAP attached. This will allow easy production of maps based on multiple data categories found within the WinGAP data.
- 10) Provide **County's** website service provider (qPublic) with updated, electronic copies of parcel data after each packet of parcel changes is completed.
- 11) As directed by County, fulfill all Open Records Requests for the GIS data maintained under this contract along with the associated CAMA files. Many options for data distribution are available, including direct delivery from GIS1.net to the requester for a fee or free, or as dictated by County. At no time will County data be distributed to anyone without expressed permission of County.
- 12) At the request of the **County**, run the CUVA/FLPA analysis process and deliver the analysis results to the **County** up to 12 times per year.
- 13) All split documents provided by **County** will be returned after work is completed or disposed of, whichever the **County** prefers.
- 14) Once per year, provide one complete set of printable tax maps to the County in PDF format. Tax map set shall include index maps showing the City of Metter and the County and the .MXD file used to produce the plots shall be a deliverable. This deliverable requires a prior, on-time setup fee.

Note: GIS1.net provides a wide range of other GIS services to city and county government agencies. These services are available on an hourly basis or on a fixed price, contract basis, for larger projects. Please visit our website, www.gis1.net for a more detailed description of other GIS services we offer to support county government.

II. County Obligations

County will do or cause to be done the following:

 On a regular basis (at least every 3 months), provide GIS1.net with all documentation required to perform on-going maintenance of the GIS parcel and road centerline layer. Documentation should include, but is not limited to: survey plats, AutoCAD drawings, or written descriptions, parent parcel identifiers, parcel identifiers for each new parcel and official road names. Or in the case of combining parcels, the parcel identifiers of the parcels to be combined shall be provided along with the final parcel identifier for the combined areas. All documentation provided should be well organized and clearly legible. When possible, all distances and bearings on paper or pdf survey plats should be of sufficient font size and clarity to be easily discerned. Plats available through <u>www.gsccca.org</u> can be accessed by **GIS1.net** therefore do not have to be sent to us by the **County**, as long as the plat book and page are provided along with clear instructions on which tracts showing on the plat correspond to which parcel numbers are assigned to them in WinGAP.

- 2) When requested by GIS1.net, provide a copy of the most current County CAMA database.
- 3) Promptly respond to all correspondence from **GIS1.net**, which might include reviewing data for accuracy, verifying road names, providing interpretation of drawings, providing additional plats for troublesome areas, and generally being available to clarify any issues which might delay the production process.

III. Itemized Costs

Item(s) Parcel Data Maintenance Road Centerline Maintenance CUVA/FLPA Calculations Included Technical Support and Associated Services **Total Cost for all Items**

\$4,800 (Total for 12 Months) Paid \$400 Monthly

Exhibit C

The Million Pines Company, LLC

3528 Midway Church Rd Soperton, GA 30457 478-697-2432 kightappraisal@yahoo.com

Candler County Board of Assessors 25 W Daniel St, Ste B Metter, GA 30439

Attn: Marian Grier, Chief Appraiser

The Million Pines Company, LLC makes the following proposal for assessment services for the Candler County Board of Assessors.

Proposal:

The Company will provide data collection services on 6,828 real property parcels over a period of three years, with 2,276 parcels being reviewed each year. The Company appraiser will perform an on-site inspection of each property within the designated parcels including residential, agricultural, commercial and exempt. A front and rear photo will be taken of each main improvement and will include a date and time stamp. The appraiser will check for uniformity and consistency of grades and depreciation. Any changes or corrections will be noted on the property record card for input into the county cama system. The appraiser will attempt to gain access to each parcel and ascertain the most accurate information. The Company will review all prebill mobile homes within the review area each year. The County Appraisal Staff shall provide maps and printed property record cards of the parcels to be reviewed. Going upon the property, the appraiser will make every effort to inform the occupants or owners of the property of their presence and always conduct themselves in a professional manner. The Company will review selected permits designated by the Chief Appraiser and the company will provide data entry if needed. All appraisers hold a GREAB certification.

3 22 21

The Million Pines Company, LLC

Breakdown of Fees (Including Data Entry)

Real Property 1/3 Parcel Review: 2,276 parcels at \$14.00/parcel (\$31,864.00)

Data Entry: 2,392 parcels (new const & review) (\$4,500.00)

New Construction Review: 116 parcels (\$1,856.00)

Total Annual Fee: \$38,220.00

494

Breakdown of Fees (Without Data Entry)

Real Property 1/3 Parcel Review: 2,276 parcels at \$14.00/parcel (\$31,864.00)

New Construction Review: 116 parcels (\$1,856.00)

Total Annual Fee: \$33,720.00

We appreciate the opportunity to have worked for Candler County for the past 3 years and look forward to continuing our relationship.

Respectfully,

Chris A Kight Owner, The Million Pines Company, LLC

References:

Donna Young, Chief Appraiser Treutlen/Johnson County, 478-864-4008

Lynn Bentley, Chief Appraiser Jasper County, 706-468-4904

Melzar Nye, President, Technical Appraisal Svcs of Georgia, 478-214-4254

Exhibit D





Charles Schwabe Mayor

P. O. Box 600, Swainsboro, Ga 30401

City Hall: (478)237-7025 Fax: (478)237-3358

February 18, 2021

Candler County Bryan Aasheim, County Administrator 1075 E. Hiawatha St. Suite A Metter, Ga 30439

Dear Mr. Aasheim;

The City of Swainsboro is updating our files on our Mutual Aid Agreements. Enclosed is a current contract that will bring our paperwork up to date. This is not a new request; this is just an update on the current agreement. Please obtain the appropriate signatures and return to our office.

If you have any questions, please don't hesitate to call me at city hall (478)237-7025. Thank you for your time and attention in this matter.

Sincerely, Al L. Lawson, City Administrator City of Swainsboro

ALL/rp

Enclosure



CONTRACT

MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS OF CANDLER COUNTY, GA. & THE CITY OF SWAINSBORO, GA.

This Agreement made and entered into this the first day of ______, 2021 to extend an agreement by and between the County Commissioners of the County of Candler County, Georgia and Mayor and Council of the City of Swainsboro Georgia; WITNESSETH: It is the purpose of this agreement to secure to each of the parties hereto and to pledge mutual aid in the protection of life and property from fire, and in firefighting;

It is agreed that:

1. Upon a request of a representative of **Candler County**, **Georgia**, by a representative of the **City** of **Swainsboro**, **Georgia**, firefighting equipment and personnel of **Candler County** Fire Department will be dispatched to any point within the area for which the **City of Swainsboro** normally provides fire protection, as designated by the representative of the Fire Department of the **City of Swainsboro**.

2. Upon request to a representative of the **City of Swainsboro** by representative of **Candler County**, firefighting equipment and personnel of the **City of Swainsboro** Fire Department will be dispatched to any point within the area for which the Fire Department of **Candler County** normally provides fire protection, as designated by the representative of **Candler County**.

3. Any dispatch of equipment and personnel pursuant to the agreement is subject to the following conditions:

(a) Any request for aid hereunder by either party shall include a statement of the amount and type of equipment and of personnel needed and shall specify the location to which the personnel and equipment are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization at the time of request.

(b) The responding organization shall report to the fire officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official until officially released.

(c) The responding organization shall be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.

4. Each party to this agreement waives and renounces all claims against the other party for compensation for any loss, damage of personal injury or death occurring as a consequence of the performance of any of the conditions of this agreement.

5. Neither party shall be reimbursed by the other party for any cost incurred pursuant to this agreement.

6. All equipment used by the responding organization in carrying out the terms of this agreement will at the time of action hereunder, be owned by it, and personnel acting for the responding organization will at the time of such action be an employee or volunteer member of the fire department of the responding organization and familiar with the use and operation of the responding equipment.

496.

7. The term of this agreement shall be until such time as (a) it is superseded by a subsequent agreement or (b) either party shall notify the other party by registered U.S. Mail of intent to cancel the agreement. Such cancellation notice shall be received at least thirty (30) days prior to effective date of cancellation.

IN WITNESS WHEREOF, Candler County, Georgia and the City of Swainsboro, Georgia have caused these presents to be executed by its duly designated officers.

Signed, sealed and delivered In the presence of:

By: M Notary Public

Date: _03/23 12021



SEAL

SEAL

Signed, sealed and delivered In the presence of:

Cerel Stee Notary Public By:

Date: 02 23 200

AUBLIC COUNTY

County Commissioners of Candler County

By hairman-Candler County Attest: County Administrator-Candler County

Mayor and City Council of The City of Swainsboro

By?

Mayor-City of Swainsboro

Attest:

Administrator-City of Swainsboro





PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL INCLUDED

CUSTOMER NO: 802917 QUOTE NO:

YANCEY BROS. PREVENTATIVE MAINTENANCE (PM) AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc

P.M. CONTACT (NAME, EMAIL & PHONE): Jerry Lanier 912-536-76

912-536-7639 canco@pineland.net

QUOTE DATE: 3/8/2021

18553

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Pre-Paid Price	CPH (Cost Per Hour)	Equal Pay Per Service (Billed at each service)
320D L	A9F	10,500	12 1,000	500	\$2,790.71	\$2.79	\$1,395.36
420FIT4ESA	HWD01223	3,500	12 1,000	500	\$3,496.02	\$3.50	\$1,748.01
420F4X4ESA	SKR00934	2,500	12 1,000	500	\$3,743.02	\$3.74	\$1,871.51
826G	7LN00746	7,000	12 1,000	250	\$6,270.47	\$6.27	\$1,567.62
D6N LGP	PBA02875	4,500	12 1,000	500	\$3,630.51	\$3.63	\$1,815.26
926M QC	LTE00326	2,500	12 1,000	500	\$2,863.83	\$2.86	\$1,431.92
D6M LGPFT7	4JN01574	6,300	12 1,000	500	\$3,496.80	\$3.50	\$1,748.40
140 JSTSLP	EB200202	0	60 6,000	500	\$21,341.03	\$3.56	\$1,778,42
140 JSTSLP	EB200224	0	60 6,000	500	\$21,341.03	\$3,56	\$1,778.42
140 JSTSLP	EB200244	0	60 6,000	500	\$21,341.03	\$3.56	\$1,778.42
140 JST	EB200291	0	60 6,000	500	\$21,341.03	\$3.56	\$1,778.42

DEALERSHIP RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included
To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartmonto
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All P.M. Service History

and the second se	
	natics System, Product Link or Equivalent
	ine and Check Oil Levels Daily sary with fluids meeting OEM
Perform 10, 5 As outlined in th	0, 100 and 250 Hour Maintenance e lubrication and maintenance manual
Perform All C As Required By	ooling System Maintenance Lubrication And Maintenance Manual
	e Available For P.M. Service P.M. Technician, in a safe environment
	t be located in the state of Georgia

Condition Monitoring service is included with Yancey Bros's P.M. agreements.

Our C.M. analyst will manage the following fleet services:

- . Track hours and schedule services in advance and on time
- Ensure the correct P.M. service level is performed

 Monitor health & utilization by sending event reports as they happen and providing monthly reports.

Terms of Agreement: Labor and Fluid prices are guaranteed for the Agreement Length from the enrollment date. Agreements will auto renew after 24 months and are subject to pricing adjustments. Agreement can be cancelled by either party at any time. All Yancey Bros. Co. standard terms and conditions are applicable (see reverse.)

INITIALS:

excluding customer damage

Maintain a Working Product Link system if installed

THIS WORK ORDER IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1 BILLING:

- If the customer elects to be billed by the hour, Yancey Bros. Co. will generate an invoice for each serial number every month for the previous billing period hourly usage, multiplied by the hourly agreement rate.
- If the customer elects to pre-pay, Yancey Bros. Co. will generate an invoice for each serial number for the entire agreement at the pre-paid agreement price.
- If the customer elects to be billed equal payments per service, Yancey Bros. Co. will generate an invoice for each serial number every service at the time of the service at the service agreement rate.
- EXCLUSIONS Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacture's lubrication and maintenance guide are not included. Cab filters, hoses, clamps, bulbs, nuts, bolts, etc. are not included. Replacement filters such as engine air or fuel filters outside of the normal scheduled interval are not included.

3. NOTES AND/OR SPECIAL INSTRUCTIONS:

- Tier 4 type machine diesel particulatefilter and components are not included in the price of the pm contract.
- 250 and 500 hour interval PM services do not include engine air-filter.
- Cab Air Filters are not included.
- Coolant sampling is only included at the 2000 Hr interval.
- Routine adjustments like adjusting engine valve are not included.
- 4. WARRANTY INFORMATION: Yancey Bros. Co. warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey Bros. Co.'s obligation under this warranty shall be limited to the repair or replacement at Yancey Bros. Co.'s premises of those new parts previously installed or labor previously performed demonstrated to be defective. Such remedy shall constitute customer's sole and exclusive remedy and customer hereby agrees that no other remedy (including, but not limited to claims for incidental, consequential or special damages or any cause, loss, action, claim or damage, including loss of time, whatsoever. Or injury to person or property or any other consequential damage or incidental or economic loss) shall be available to customer. This warranty is expressly in lieu of all other warranties, express or implied, including any warranties or merchantability and fitness for a Particular purpose. Substandard repair work may be performed upon request of customer and according to customer's instructions but such work will carry absolutely no warranty whatsoever. Customer further acknowledges and agrees that no verbal contracts, agreements or warranties other than what is set forth herein have been received or given.
- 5. APPLICABLE LAW: This Agreement shall be deemed to be governed by the laws of the State of Georgia.
- 6. AUTOMATIC RENEWAL: This agreement shall be automatically renewed for successive two (2) year term thereafter (each a renewal term) until and unless either party cancels.
- 7. **PRE-PAID CONTRACTS**: Billing will commence at the new hourly rate after the pre-paid services are completed. For pay per service, equal pay per service, and cost per hour agreements, billing will continue in the same method that the contract was set up at the new rate.
- 8. UNDERSIGNED ACKNOWLEDGES: The responsibilities of Yancey Bros. Co. are limited to the servicing of the equipment as outlined herein and does not guarantee the detection or replacement of worn out, defective, or malfunctioning parts. In no event shall Yancey Bros. Co. be liable for any direct, indirect, special, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising from the furnishing, functioning, or use of any items of equipment or services provided for this agreement. This agreement can be canceled at any time by either party. In the event of early cancellation, the account will be reconciled and any charges due Yancey Bros. will be payable in full at that time, any credits due to the customer will be due to the customer at that time.
- 9. TELEMATICS: In the event that this machine is equipped with Product LinkTM, I understand data concerning this machine, its condition, and its operation is being transmitted by Product LinkTM to Caterpillar Inc. its affiliates (Caterpillar) and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar Inc. and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey Bros. Co. will remain the private property of Yancey Bros. Co.
- 10. ADDITIONAL TERMS & CONDITIONS: No party to this agreement shall be held responsible for delays or failure in performance resulting from an act be- yond reasonable control. Such acts include but are not limited to the following: Strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

2 Au		
Customer Signature:	Date:	3/22/21
Yancey Bros. Co. Signature Charley Courson	Date:	10 - 18

Exhibit F

ADVERTISEMENT FOR BIDS FOR CONSTRUCTION OF

2021 LMIG RESURFACING PROJECT

FOR THE CANDLER COUNTY BOARD OF COMMISSIONERS

Candler County Board Of Commissioners 1075 E. Hiawatha St., Suite A Metter, GA 30439

500

Sealed BIDS for 2021 LMIG Resurfacing Project will be received by Candler County at the Candler County Administration conference room located at 1075 E. Hiawatha St., Suite A, Metter, GA until **2:00 PM, Local Time on March 31, 2021** and then at said office will be publicly opened and read aloud. The project includes resurfacing and associated work within the right-of-way of Portal IIwy in Candler County, beginning at the South side of Lots Creek Bridge - Bulloch County Line and progressing South for 3.2 miles to the North side of the Little Stocking Head Creek Bridge, the restriping of Hadden Road for 2.9 miles from Hiawatha RD to SR 23, and the restriping of Salem Church RD from Rosemary Church Rd progressing North to the Bulloch County line.

The CONTRACT DOCUMENTS may be examined at the following locations: 1075 E. Hiawatha St., Suite A, Metter, GA

An optional pre-bid conference will be held at 1075 E. Hiawatha St., Suite A, Metter, GA at **2:00PM on March 24, 2021.** Project scheduling, coordination requirements, and questions of interpretation will be addressed at this time.

All bids must be accompanied by a Bid Bond in an amount not less than five percent (5%) of the Base Bid. Performance Bond and Payment Bond, each in the amount of one hundred percent (100%) of the contract amount, will be required of the successful bidder. Bonds must be written by an acceptable Surety Company licensed to do business in the State of Georgia and listed in the Department of the Treasury, Circular 570, latest edition.

NOTE: Contractor and all subcontractors must obtain a business license in Georgia, be fully insured, and be a Licensed Contractor in the State of Georgia.

INSURANCE: Contractor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence, and property damage with limits of no less than

\$1,000,000 per occurrence; and (b) commercial automobile liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000 per occurrence,

BID ADVERTISEMENT

and property damage with limits of no less than \$1,000,000 per accident (c) statutory worker's compensation insurance, including \$1,000,000 employer's liability insurance (d) employee dishonesty and/or crimes coverage with respect to personnel of Contractor having access to County buildings, with limits of no less than \$50,000 per occurrence. All insurance shall be provided by an insurer(s) acceptable to the County, and shall provide for thirty (30) days prior notice of cancellation to the County. Upon request, Contractor shall deliver to the County a certificate or policy of insurance evidencing Contractor's compliance with this paragraph. Contractor shall abide by all terms and conditions of the insurance and shall do nothing to impair of invalidate the coverage.

The successful bidder shall secure and pay for all permits, assessments, charges or fees required in connection with the proposed construction. Answers to all questions shall be provided a minimum of 72 hours prior to the time of the bid.

All work to be performed under this project must be completed within 150 consecutive calendar days following receipt of Notice to Proceed.

Candler County reserves the right to reject any or all bids, including without limitation, the right to reject any and all nonconforming, non-responsive, unbalanced or conditional bids and to reject the bid of any bidder whom Owner believes would not be in the best interest of the Project to make an award to that bidder whether because the bid is not responsive, the bidder is unqualified, or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner.

Digital copies of the CONTRACT DOCUMENTS, Specifications, and drawings may be obtained upon a non-refundable payment of \$150.00 for each set at the Statesboro office of EMC Engineering Services, Inc. For an invitation to the prc-bid meeting or for Plans & SPECs please contact Emmalee Jones at (912)764-7022, or via email at emmalee_jones@emc-eng.com.

Glyn Thrift Chairman Candler County Board of Commissioners

BID ADVERTISEMENT



DEPARTMENT OF TRANSPORTATION STATE OF GEORGIA

TRANSPORTATION INVESTMENT ACT (TIA) PROJECT

Environmental Certification

P.I. NO.: 0011869 LOCATION [*City or County*]: Candler PROJECT BAND: 3 DESCRIPTION: St Matthews Church Rd

Duly Authorized City Representative

Date

City Seal

Rev: 10-13-2013


DEPARTMENT OF TRANSPORTATION **STATE OF GEORGIA**

TRANSPORTATION INVESTMENT ACT (TIA) PROJECT Right of Way Certification

P.I. NO.: 0011869 COUNTY: Candler DESCRIPTION: St Matthews Church Rd

This is to advise that the right of way and/or easements have been acquired in accordance with the current FHWA directives covering the acquisition of real property on the above referenced project.

Place an "X" at the applicable item:

This project is limited to the existing rights of way and no additional rights of way acquisition was required.

All necessary rights of way, including control of access when pertinent have been acquired including both legal and physical possession.

All Rights of Way are owned by the City/County/State/Federal Government or a combination of these.

City or County Attorney

Date

FOR DEPARTMENT OF TRANSPORTATION USE ONLY

This is to advise that the required right of way for the above listed project was acquired in compliance with 49 CFR - Part 24, the Relocation Act of 1972(as amended), and all other appropriate federal regulations and guidelines governing the acquisition of right of way for roadway purposes. Title and possession has been obtained to all rights of way. Where appropriate, relocation and property management have been completed.

R/W NOT REQUIRED ____ DEEDS ____ CONDEMNATIONS ____ TOTAL PARCELS

If R/W is being acquired; I have audited all files and they are in compliance with all Federal Guidelines outlined above.

TIA ROW Manager (Sign Only if ROW is being acquired)

TIA Administrator

Date

Rev 11-05-2013

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THIS SHALL BE PLACED ON LOCAL GOVERNMENT LETTERHEAD

Utilities Certification

Project No: HG-0167 PI #: 0011869

Description: St Matthews Church Rd

I hereby certify that the appropriate research, field investigation, design considerations and coordination with the Utility Owners on this project, as indentified in the table below, have been performed, and further certify that all known utility related issues have been indentified and resolved as conforming to 23 CFR, PART 645, SUBPART A. All necessary arrangements have been made for resolution to be undertaken and completed as required for proper coordination with the project's physical construction schedule.

Status of Utilities/Railroad

A. There are **NO** known utilities within the project limits.

B. [X] There are known utilities within the project limits.

Utility Company	Utility Type	Status 1,2, 3 or 4	Conditional Restriction and Time

<u>Status 1</u>: The Utility Owner is in conflict with the project and requires relocation by the Utility Owner during construction requiring coordination with the Contractor and the Utility Owner. The relocations are non-reimbursable and the Utility Owner will be relocating at no cost to the Local Government or the Department.

Status 2: The Utility Owner is in conflict with the project and requires relocation by the Utility Owner during construction requiring coordination with the contractor and the Utility Owner. The reimbursable agreement between the Local Government and the Utility Owner is attached.

Status 3: The Utility Owner is located within the project limits but requires no relocation work.

Status 4: Utility relocation to be incorporated into the highway construction project contract.

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Project Number: P.I. Number

Page 2

The Georgia Department of Transportation shall bear no cost in the Utility relocation reimbursement for this project. Any Utility Reimbursement Agreement required for construction of this project shall be between _______ and the respective Utility Owner. If a previously unknown conflict arises during construction that requires reimbursement, then _______ shall be responsible for all such costs.

Signature of an Official of the Local Government

Date

Revised 7/27/2018

Exhibit G



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between Schneider Geospatial, LLC, also doing business as qPublic and qPublic.net, an Indiana Limited Liability Company, whose place of business is <u>8901 Otis Avenue</u>, <u>Suite 300</u>, <u>Indianapolis</u>, <u>IN 46216</u> ("PROFESSIONAL") and **Candler County**, Georgia, whose place of business is: <u>25 West Daniel</u> <u>St</u>, <u>Suite B</u>, <u>Metter</u>, <u>GA 30439</u> ("CLIENT").

1 Services.

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PROFESSIONAL shall provide CLIENT with the following services ("Services")

qPublic.net RENEWAL

NOTE: This agreement replaces all previous contracts. This agreement also adjusts the annual term to align with CLIENT's fiscal year.

A. qPublic.net Portal Development

Development of a publicly accessible (or restricted access if chosen) web-based property information portal featuring land assessment, taxation, CAMA, and digital map data utilizing existing real estate and GIS datasets provided to PROFESSIONAL by CLIENT. This site will include the following:

- a. Property ownership, location, valuation, recording, and tax information from CLIENT's property tax administration system.
- b. Detailed residential, commercial, and agricultural land and improvements information from CLIENT's CAMA real estate system (WinGAP).
- c. Property sales history from CLIENT's CAMA real estate system (if available).
- d. Property sketches (if available and provided by CLIENT in a web-friendly image file format).
- e. Property photos (if available and provided by CLIENT in a web-friendly image file format).
- f. Esri compatible vector and raster spatial data from CLIENT's existing GIS data sources.
- g. Interactive GIS mapping interface including navigation tools such as zoom in, zoom out, dynamic and fixed panning, feature selection and query, interactive overview map, and legend. Also included are map tools to measure distance and area, buffer selected features, zoom to scale, identify features, and map printing to multiple paper sizes.
- h. Dynamic relationship between parcel reports and an Internet map service. This will allow the user to search for a property and be taken directly to the gueried parcel on the map, and alternatively select a parcel on the map and be taken directly to the specific report(s) associated with the parcel.
- Additional features are available to all real estate web site clients, including multiple search criteria, dynamic user help guides, CLIENT contact information, and user feedback forms.
- J. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the website on a regular basis.
- k. Additional components elected by CLIENT:

i. Account Management

This add-on will allow CLIENT's **qPublic.net** website administrator to manage user roles, permissions and expiration of user accounts for subscriptions and internal staff users.

ii. Comparable Search

PROFESSIONAL will add the Comparable Search Add-On feature to CLIENT's **qPublic.net** website. This feature will include modules that allow users to search for comparable properties based on data from the CLIENT's existing real estate property and sales records

don is in shifting

iii. Document Access

PROFESSIONAL will add document access report module(s) on CLIENT's **qPublic.net** site which will link to pre-rendered PDF files generated by CLIENT for each document. The filename of each PDF file must match values in associated map feature attribute data in order to match documents with map features in **qPublic.net**.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a. Annual I	Hosting:	\$8,400
Host	ing items:	
	Core Hosting:	Renewal
	Map:	Renewal
	Account Management:	Renewal
	Comparable Search:	Renewal
	Document Access:	Renewal
	Subtotal:	\$8,460
	Discount:	-\$60
_	Total:	\$8,400
B. Payment Sch	nedufe	
Year 1	January 1, 2021 – June 30, 2021: (included on INV-7928 and INV-8332)	\$4,200
Year 2	July 1, 2021 – June 30, 2022:	\$8,400
Year 3	July 1, 2022 – June 30, 2023:	\$8,400
Invoice fr	equency: quarterly	

C. Revenue Share Option (data sales):

a. 20% of all revenue from data sales of CLIENT'S data will be provided annually to CLIENT from PROFESSIONAL.

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due 30 days after the due date for non-government clients and 60 days after the due date for government clients shall be assessed an interest rate of 11/2% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within 30 days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

3 Terms of Service. Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice/. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms

of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.

4 Term, Termination and Renewal. The initial term of this Agreement shall be defined in the Scope of Service or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, 12-month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT.

5 Assignment. PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon 15 days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.

6 Rights and Benefits. Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

7 Successors. This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.

8 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.

IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through March 30, 2021.

PROFESSIONAL: Schneider Geospatial, LLC	CLIENT: Candler County, Georgia
By:	By: By the
Print: Jeff Corns, GISP	Print: Bhan Aaspern
Title: President	Title: Administrator
Date:	Date: 3/22/21

Last Modified: 3/17/2021 2:43:00 PM

Exhibit H



Consulting Engineers

March 19, 2021

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

Re: Candler County MSW Landfill Five (5) Year Permit Review Assistance HHNT Project No. 1716-010-07

Dear Mr. Aasheim:

Hodges, Harbin, Newberry & Tribble, Inc. (HHNT) appreciates the opportunity to present this proposal to the Candler County Landfill for consulting and design services on the subject landfill. As you are aware, Georgia EPD now requires a permit review of all solid waste disposal facilities approximately every five (5) years. This review process includes a requirement to confirm stability of the landfill based on current waste acceptance and other factors that may affect the overall site stability. HHNT will assist the county with completing this evaluation and has obtained a proposal from Bunnell – Lammons Engineering (BLE) for completion of the stability evaluation. BLE's proposal will be submitted under separate cover. HHNT will provide support assistance to BLE to complete the evaluation.

SCOPE OF SERVICES

Task A – Stability Analysis Assistance

We anticipate the scope of work needed to assist BLE will include the following items.

- 1. HHNT will conduct a site visit to review the condition of existing waste slopes and determine of significant leachate outbreaks are present on site. Leachate outbreaks may indicate a condition of saturated waste that will affect the site stability.
- 2. HHNT will provide the site information needed by BLE to complete the stability evaluation.
- 3. Following the site visit, HHNT will provide a brief letter summarizing the landfill conditions observed to BLE.
- 4. HHNT will research available information at the landfill to attempt to determine the type of HDPE liner material (smooth or textured) utilized for the construction of Area 1. We will also review the leachate generation volumes previously provided by the County for consistency with typical leachate generation volumes. This information will be provided to BLE for use in the stability evaluation.

Mr. Bryan Aasheim March 19, 2021 Page 2 of 2 ____

> 5. HHNT will coordinate obtaining the historical waste types received at the landfill. We have assumed this information will be available in site records and can be produced by landfill staff.

Estimated Fee\$3,000.00

Task B - Comment Response to Georgia EPD

In addition to the assistance with the stability analysis noted above HHNT will prepare a response to the comments from Georgia EPD (comment letter attached).

Estimated Fee\$3.500.00

Total Estimated Fee..... \$6,500

This proposal is based on the following assumptions and notes from the previous meetings with Georgia EPD on the landfill permit review.

- The existing topographic information on the landfill will be sufficient for BLE's evaluation. .
- The site visit and observations do not indicate significant stability issues such as numerous ۰ leachate outbreaks or other signs of instability, which may change the overall scope of the evaluation.
- All information can be obtained from the landfill site. If trips to Georgia EPD offices are needed, ٠ some additional fee may be required.

ACCEPTANCE

The estimated fee of \$6,500 will not be exceeded without prior authorization. Our work will be invoiced monthly on a time and materials basis at our standard hourly rates (attached). If the described services are acceptable, please sign this letter and the attached Proposal Acceptance Sheet with the Terms and Conditions listed on the reverse side. These documents will serve as our agreement and our notice to proceed.

Should you have any questions, please call.

Sincerely,

HODGES, HARBIN, NEWBERRY & TRIBBLE, INC.

R. Brant Lane, P.E. Principal

3/22/21

Date

RBL/jb

Enclosure

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. 171	6-010	PROPOSAL DATE_	March 12, 2021
CLIENT NAME AN	ND ADDRESS (PERSON OR COM		
Mr. Bryan Aasheim			,
County Administrate	or, Board of Commissioners of Can	dler County, Ga	
1075 East Hiawatha	Street, Suite A		
Metter, Ga 30439			
PROJECT NAME	Five (5) year Permit Review Assi	stance	
PROJECT SITE	Candler County MSW Landfill		
DESCRIPTION	Proposal for permitting services.		
PRICE	\$6,500.00		
PROGRESS SCHED	DULE		

Note: This Proposal shall remain open for a period of thirty (30) days immediately following the date of this Proposal. Should Client not accept this Proposal within such time period, this Proposal shall be void.

PROPOSAL ACCEPTANCE:

This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted this 2-2 day of March , 2021.

Board of Commissioners Candler County, Georgia

plicable)

Name (Print): Bryan Aasheim Nan nustrator

Date:

Title:

Signature:

ne (Print):	R. Brant Lane, P.E.
Signature:	BBh
Title:	Principal
Date:	1/5/2021

Hodges, Harbin, Newberry & Tribble, Inc.

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

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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 remedics 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 unforescen 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.

In the event the Client fails to timely pay HHNT in accordance with Section 1 herein, HHNT may, at its option, either (a) proceed to terminate this Agreement in accordance with this section or, (b) suspend, delay, or interrupt all or any part of the Services by giving twenty-four (24) hours prior notice in writing to the Client. In the event HHNT elects to suspend, delay, or interrupt all or any part of the Services, the Client shall not hold HHNT responsible for any damages related to the suspension, delay, or interruption. In the event of any such suspension, delay, or interruption, the contract completion date shall be extended accordingly, and the Client shall pay HHNT for Services performed to the delayed commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. The suspension, delay, or interruption shall continue until HHNT receives payment for the Services performed to the delay commencement plus reasonable delay charges. For the avoidance of doubt, IHNT's election to suspend, delay, or interrupt all or any part of the Services shall not impede in any way its ability to seek any other redress against the Client provided by this Agreement or applicable law.

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.



Environmental Protection Division

Richard E. Dunn, Director

Land Protection Branch 4244 International Parkway Suite 104 Atlanta, Georgia 30354 404-362-2537

February 4, 2021

Mr. Bryan Aasheim Candler County Administrator 1075 East Hiawatha Street, Suite A Metter, Georgia 30439

Subject: SR 121 Phase 2 MSW LF – Candler County, Georgia Permit No. 021-006D (MSWL) Minor Modification – 5 Year Permit Review Submittal ID: 478344

Dear Mr. Aasheim:

The Georgia Environmental Protection Division (EPD) received your *Request for Minor Modification to Solid Waste Handling Permit* (Minor Modification) submitted to meet the requirements of 391-3-4-.02(1). This letter is part of the technical review portion of the Permit Review. To complete the review of the Minor Modification, EPD requests that the applicant address the following comments and provide the information requested:

Engineering Comments

none

Environmental Monitoring Comments

<u>Sheet 18</u>

1. In Section III.B.5, in addition to the 5-year inspection process, the following should be added

The facility will ensure that access to environmental monitoring locations will be maintained at all times. During routine sampling events, samplers will inspect the monitoring wells, signage, and pump conditions (if applicable) for any sign of damage. This will be recorded on field sheets and submitted with the semi-annual monitoring reports. The follow up repairs will be completed within 45 days from discovery. Documentation of the repairs along with photographic documentation will be forwarded to the Division within 45 days of completion.

If a monitoring well is found to be damaged beyond repair or is dry and cannot be sampled for two consecutive sampling events, it will be replaced. Page 2 of 3 Candler County – SR 121 Phase 2 MSWLF Permit Number 021-006D (MSWL) Permit Review Comments

- 2. In Section VII, the second paragraph should be changed to indicated that one trip blank will be placed in each container holding samples for volatile analysis. This section should also indicate that one equipment blank and field blank will be required per 20 groundwater samples collected.
- 3. The portion of Section X Surface Water and Underdrain Monitoring Plan on Sheet 18 can be removed because it is included in its entirety on Sheet 19.
- 4. Section IX, Items A and B in the list of report requirements should be expanded as follows:
 - A. A certification statement signed by the qualified groundwater scientist certifying compliance with established standards for those constituents that have established standards or certifying non-compliance with those established standards per the Rules of Solid Waste Management Section 391-3-4-.14, as amended.
 - B. Certification that the report is written by or under the direction of a Georgia licensed PG or PE who is a qualified groundwater scientist in accordance with the Rules of Solid Waste Management and 40 CFR Part 258.50(F), as amended. The certification statement is to be signed, sealed, and dated by the PG/PE.

<u>Sheet 19</u>

- 1. Provide a marker detail for the surface water and underdrain sampling points.
- 2. In addition to the constituents shown in Table 7, underdrain samples should be analyzed for the total and dissolved metals in Table 2 on Sheet 18.
- 3. Well purging for low-flow sampling should proceed for at least 5 well volumes if parameters do not stabilize.

<u>Sheet 20</u>

- 1. The second sentence of paragraph one in Section III should read "Georgia Water Well Standards Advisory Council" instead of "Water Probes Advisory Council".
- 2. Eight of the ten subsurface methane monitoring locations are bar hole punches. Based on the ground level elevations provided for the bar hole punch locations and groundwater elevations from the potentiometric surface map, the depth-to-water at the bar hole punch locations ranges from 10 feet to 20 feet. In accordance with EPD's September 2015 methane monitoring guidance, bar hole punch methane monitoring is not appropriate if the depth to the water table

Page **3** of **3** Candler County – SR 121 Phase 2 MSWLF Permit Number 021-006D (MSWL) Permit Review Comments

exceeds eight feet. Therefore, bar hole punch locations will need to be replaced by methane gas monitoring wells.

- 3. The second sentence of Section V should state that if monthly methane monitoring is required, it shall be conducted at <u>every</u> monitoring point, <u>not</u> just the exceedance locations.
- 4. The third sentence of Section V and the second sentence of Section X(D) should be changed to say that, *EPD may approve returning to quarterly monitoring after methane concentrations below the LEL (or 25% LEL for structures) have been measured, and reported to EPD, for a period of six consecutive months.*
- 5. Section X.E should be expanded to a separate narrative providing more details regarding methane remedial measures. Per the 2015 Methane Monitoring Guidance, the new section should include at a minimum, a discussion of the following:
 - The requirement that a limited site assessment be developed (in accordance with Circular 14) if it is determined that the remedial measures will require addition of acreage to the facility.
 - Confirmation that any additional property incorporated into the site is zoned appropriately.
 - As part of developing remedial measures, the nature and extent of the methane release must be determined.
 - Active gas extraction/control systems need to be developed in accordance with SWM-20.

Please provide a response, via GEOS, within 45 days from the date of this letter. Please note that your existing solid waste handling permit remains in effect during the technical review. If you have any questions regarding this letter, please call Keith Stevens at (404) 362-2539 or Jim Guentert at (404) 362-2556.

Sincerely,

Sincerely,

Keith Stevens Manager Solid Waste Permitting Unit

James S. Guentert, PG Geologist III Environmental Monitoring Unit

cc: Brant Lane, HHNT John Sayer, EPD EPD Coastal District - Brunswick



February 26, 2021

Board of Commissioners of Candler County, Georgia 1075 East Hiawatha Street, Suite A Metter, Ga 30439

Attention: Mr. Bryan Aasheim County Administrator

Subject: Proposal for Geotechnical Evaluation & Engineering Services for 5-Year Permit Review Candler County SR121 MSW Landfill Candler County, Georgia BLE Job Number J21-7371-04

Dear Mr. Aasheim:

Bunnell-Lammons Engineering, Inc. (BLE) is pleased to submit this proposal to Candler County SR121 MSW Landfill to provide our geotechnical consulting services. This proposal addresses the geotechnical review and consulting services associated this the 5-Year Permit Review, as required by the Georgia Environmental Protection Division (GAEPD). According to the GAEPD review schedule, the site was scheduled for permit review during Wave 2; the site review was completed but requires an updated geotechnical analysis to satisfy the site permit review. Included in this proposal is our understanding of the project information, proposed scope of services, fee estimate, schedule, and authorization.

PROJECT INFORMATION

Candler County SR 121 Landfill is located off SR 121 on County Road 143 approximately 4 miles north of Metter, Georgia.

The subject site was included in *Wave 2* of the GAEPD 5-Year Permit Review. Hodges, Harbin, Newberry, & Tribble, Inc. (HHNT) has requested a proposal from BLE to perform a geotechnical slope stability analysis to satisfy the GAEPD 5-Year Permit Review Application of the Design and Operation (D&O) Plan Requirements listed in the "Guidance Document for Five Year Permit Reviews", dated October 2018. Our understanding of the project is based on correspondence with Mr. Brant Lane of HHNT and the relevant documents provided. These documents include the following:

• Design and Operation Plan – Candler County S.R. 121 Phase 2 MSW Landfill, Sheets 3, 4, 6A, 7, and 9B, dated April 2020.

BLE also has access to the following historical reports and data:





Proposal for Geotechnical Evaluation for 5-Yr Permit Review Candler County SR121 MSW Landfill

February 26, 2021 BLE Proposal No. J21-7371-04

- Bunnell-Lammons Engineering, Inc. May 2011. Construction Quality Assurance Report, Construction of Phase 2, Area 3, Greenville, SC: Bunnell-Lammons Engineering, Inc.
- Bunnell-Lammons Engineering, Inc. April 2015. Report of Construction Quality Assurance (CQA) Monitoring, Leachate Collection Improvements. Greenville, SC: Bunnell-Lammons Engineering, Inc.

Currently constructed MSW Cells include Areas 1, 2, and 3. BLE has performed construction quality assurance (CQA) for the construction of Area 3. Waste filling to reach the permitted final grades is ongoing. The current landfill design of the MSW waste mound includes 3H:1V outside waste slopes with side slope terrace benches and a maximum final landfill cap elevation of 278 ft. None of the landfill cells have been permanently capped at this time.

Based on our correspondence and review of the available background material, the waste cell base liner system consists of (from bottom to top):

- 24-inch thick compacted clay liner ($k \le 10^{-7}$ cm/s)
- 60-mil HDPE geosynthetic liner
- 24-inch thick protective cover $(k \ge 10^{-2} \text{ cm/s})$

Areas 2 and 3 waste cell liner systems utilize a textured 60-mil HDPE geosynthetic liner. Further review and possible site exploration via test pits is needed to determine whether Area 1 utilizes a smooth or textured liner in the base liner system. We understand HHNT will perform the necessary research to establish the geomembrane type in Area 1.

PROPOSED SCOPE OF SERVICES

Our scope will include the following tasks:

Task 1 – Global Landfill Slope Stability Analysis

In accordance with the GAEPD Guidance, BLE will perform global slope stability analyses of the long-term, 3H:1V final landfill slopes. The site is located in a seismic impact zone, therefore, the analysis will include both static and seismic landfill stability. A sliding stability analysis of the existing bottom liner system of textured and smooth geomembrane (if present) will be performed using available CQA interface friction test results and published, typical values of interface friction values.

BLE will review the available historical geotechnical and hydrogeologic reports and the available CQA reports. The information that will be needed to be furnished for our full review and analysis includes:

- Waste characterization waste constituents for the MSW landfills to confirm material matches previous geotechnical analysis.
- Current site topography in AutoCAD of the C&D and MSW landfills.
- CQA Reports for Areas 1, & 2.
- Oldest available historical site topography in AutoCAD



Proposal for Geotechnical Evaluation for 5-Yr Permit Review Candler County SR121 MSW Landfill

February 26, 2021 BLE Proposal No J21-7371-04

- Permitted seasonal high groundwater figure in AutoCAD
- Operational practices, including waste placement methods, compaction methods, leachate collection practices, and waste stream.

The information will be used for our analysis.

The global stability of a single, apparent worst case cross section of all landfill slopes under the anticipated permitted final landfill slope grades. The criteria for acceptable factors of safety will be summarized.

As part of our evaluation we will obtain records and review the waste constituents from Candler County Board of Commissioners to determine if special consideration for low shear strength waste or elevated liquid levels is warranted.

We understand Mr. Brant Lane, P.E. will perform a site visit to observe the conditions of the landfill slopes and will provide a report for our review. Findings of widespread leachate outbreaks may warrant inclusion of perched liquid levels in our analysis.

A single iteration of our analysis will be provided following receipt of the proposed landfill grades. Additional iterations due to changes in design grades would result in additional effort which would be the subject of a separate proposal and fee estimate. Our evaluation will not include subgrade settlement calculations.

Task 2 – Geotechnical Report

Our review of site information detailed in Task 1 along with the slope stability analysis for the currently permitted final landfill grades will be provided in a geotechnical report for your use. The results of the stability analysis will be discussed with you prior to preparing a written report.

FEE ESTIMATE

For the proposed scope of services, we recommend a budget allowance of \$10,000 Our actual fees will be calculated from the unit rates and the units expended during our analysis. This fee estimate is based on obtaining the information and data requested herein directly from HHNT. If the requested information is not available, additional fees and expenses may be required to perform the scope outlined herein. A fee estimate, which displays the estimated engineering time for each task and our unit rates is attached. Monthly invoices will be submitted for the work performed and will be accompanied by an explanation of the work performed.

SCHEDULE

BLE can begin consultation with HHNT immediately following authorization. Once authorized and once we have all pertinent documents required for our analysis and review, a draft report of the analyses will be provided in approximately 6 weeks.

The anticipated project duration can be completed as mentioned above assuming that the project does not encounter delays beyond our control.



Proposal for Geotechnical Evaluation for5-Yr Permit Review Candler County SR121 MSW Landfill

February 26, 2021 BLE Proposal No. J21-7371-04

AUTHORIZATION

As our written authorization, please complete and return one copy of the enclosed Proposal Acceptance Sheet. Any exceptions to this proposal or special requirements not covered in the proposal should be listed on the Proposal Acceptance Sheet. Please note that the Terms and Conditions are a part of this proposal. If you choose to authorize our services with a purchase order, please reference this proposal with terms and conditions.

CLOSING

We appreciate the opportunity to serve as your geotechnical consultant at the site. If you have any questions, please do not hesitate to contact us at (864) 288-1265.

Sincerely,

BUNNELL LAMMONS ENGINEERING INC.

LAN RENCE !! marsin

Larry A. Simonson, P.E. Senior Engineer

hw. Moos Tyler W. Moody, P.E.

Senior Engineer

Attachments: Fee Estimate Proposal Acceptance Sheet

cc: Brant Lanc, P.E. (HHNT)

GEOTECHNICAL ANALYSIS FOR 5-YEAR PERMIT REVIEW FEE ESTIMATE

CANDLER COUNTY SR 121 MSW LANDFILL CANDLER COUNTY, GEORGIA Bunnell-Lammons Engineering Project Number: J21-7371-04

Item Ergineering/Geologic Services Principal (CQA) lingmeer, PE Senior Engineer, PE Staff Engineer, PE Staff Engineer, PE Civil 3D Technologist	Units	Rate	C NOT	1 ASK 2	ы Ш	Estimated
Engineering/Geologie Services Principal (CQA) längmeer, PE Senior Engineer, PE Staff Engineer, ET Civil 3D Technologist			Stability Analysis	Report		Fee
Engineering/Geologie Services Principal (CQA) Engineer, PE Senior Engineer, PE Staff Engineer, PE Civil 3D Technologist			with Existing			
Prineipal (CQA) Hingmeer, PE Senior Hingineer, PE Staff Engineer, PE Civil 3D Technologist			Information			
Senior Engineer, PE Staff Engineer, EIT Civil 3D Technologist	ner hour	00 1000				
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Civil 3D Technologist	bet nour	\$175.00	10	Ē	64	2,275 00
	per nour	S130.00	42	∞	549	6,500 00
	per hour	S84 00	9	1	s	588 00
	per hour	\$67.00	4	m	59	469 DU
Schol Geologist, PG	per hour	\$175.00			54	
				Subtotal	69	10,057 00
Travel Expenses						
Per diem, per person	per dav	\$165.00			e	
Vehicle Mileage	per mile	\$0.68			A 6	×
				Subtotal	64	
Shipping/Handling Expenses						
	Allowance	\$275.00			6	
Shipping	per exp	\$250.00			A 63	•
				Subtotal	57	
			Task 2	Task 4		
		Task Fees	S8,207.00	\$1,850.00		
			ť	Pruject Total	64	10,057.00



524

PROPOSAL ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for our services and confirm the terms and conditions under which these services are provided as shown below.

Compensation for services rendered will be based on the attached schedule of fees (or as otherwise indicated below) which are part of this work authorization. If we are requested to modify the scope of work at your request or determine during the execution of the work that a modification of scope is required, we will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All testing will be performed in accordance with the applicable specifications unless otherwise noted and test results apply only to the materials actually tested.

Project Name and Proposal Number: Candler County SR121 LF, GA 5-yr Permit Review Geotechnical Evaluation

Project Location: Candler Co	unty, Georgia	
FOR PAYMENT OF CHARG	ES: (to the account of)	
Firm:		Attention:
		Phone Number:
Email Address:	\cap	Fax Number:
WORK AUTHORIZED BY:	Signature Bryan Aashein Print Name and Title - Signatory war Candler County E	3/22/21 Date Administrator runts his/her authority to bind the entity represented here.
	Company Name 1075 5 Higwat Address	
	City St	A 304.39 ate Zip Code
PECIAL INSTRUCTIONS: _		

6004 Ponders Court, Greenville, SC 29615 864.288.1265 864.288.4430 info@blecorp.com

BLECORP.COM



TERMS AND CONDITIONS

WHEREAS, CLIEN1 is seeking engineering and/or environmental or other consulting services in regards to services associated with a property or projectics ("Subject Property") and/or services associated with a specific activity or activities, and Bunnell-Lammons Engineering, Inc., (hereinafter "BLE") is an independent consultant. Therefore, CLIENT and BLE (collectively, the "Pariles") agree as follows (the "Agreement").

I SERVICES TO BE PROVIDED BUE through and by its officers, employees and subcontractors, is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in BLE's proposal. No third party beneficiaries are intended by this agreement.

2 PAYMENT TERMS: Chent agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Chent's receipt of invoice, Chent agrees to pay a service charge on the past due amount at the greater of 1.5% per month or the allowable lepal rate, including attorney's fees and expenses if BLE's fee is collected through an attorney. No deduction shall be made from invoice on account of highlated damages unless expressly included in the Agreement BLE may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Chent's receipt of BLE's invoice. Invoices will be sent approximately monthly for the services performed.

3. STANDARD OF CARE. BLE will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service NO OTHER WARRANTY, EXPRESS DR IMPLIED, IS MADE OR INTENDED BY BLE's PROPOSAL OR BY BLE'S ORAL OR WRITTEN REPORTS. Nothing in this agreement or in the services provided by BLE is intended to create, nor shall it be construed to create a fiduciary relationship owed by either party to one another

4 INSURANCE BLE maintains insurance coverage as follows.

- a Worker's Compensation Insurance
 b Employers Liability Insurance
- c Commercial General Liability Insurance
- d Professional Errors and Omission

Certificates of insurance can be provided upon acceptance of this agreement and upon request

PROFESSIONAL LIABILITY FOR ADDITIONAL CONSIDERATION FROM BLE OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED. CLIENT AGREES THAT BLE'S LIABILITY, AND THAT OF ITS OFFICERS. DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY BLE WILL BE LIMITED TO AN AGGREGATE OF \$\$0,000 OR BLE'S TOTAL CHARGES, WHICHEVER IS GREATER IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF PROFESSIONAL LIABILITY, BLE AGREES TO INCREASE THE AGGREGATE LIMIT, UP TO A MAXIMUM OF \$100,000, UPON CLIENTS WRITTEN REQUEST AT THE TIME OF ACCEPTING BLE'S PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 5% OF TOTAL CHARGES, OR \$500, WHICHEVER IS GREATER THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BLE AND IS NOT A CHARGE FOR ADDITIONAL PROFESSIONAL LIABILITY INSURANCE IN ADDITION, CLIENT FURTHER AGREES THAT NEITHER BLE NOR ITS MEMBERS, OFFICIERS, DIRECTORS, EMPLOYEES, AGENTS AND/OR SUBCONTRACTORS SHALL BE LIABLE TO CLIENT FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE THE LIMITATIONS SET OUT HEREIN SHALL NOT APPLY TO THE EXTENT PROHIBITED BY LAW

6 SITE OPERATIONS Chent will atrange for right-oF-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Chent represents that it possesses necessary permits and licenses required for its activities at the site.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or nutilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, BLE will give special instructions to BLE's field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Chent or third parties, except to the extent such damage or loss is a result of BLE's indefinition of BLE's field personnel is a result of BLE's indefinition of BLE's indefinition of the additional consideration of S1.00, to indemnify and hold BLE, its directors, officers, employees, agents and subcontractors harmless, from any such claims, suits or losses, including related reasonable attorney's fees

BLE will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so at an appropriate additional cost

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report

7 FIELD REPRESENTATIVE The presence of BLE or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as anthorized by Client Should a contractor(s) nor retained by BLE be involved in the project. Client will advise such contractor(s) that BLE's services do not include aupervision or direction of the means, methods or actual work of the contractor(s), its employees or agents. Client will also inform contractor that the presence of BLE's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that BLE will not be responsible for job or site safety or security on the project, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the contractor or other third parties.

8 UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially after the necessary services or the risks involved in completing BLE's services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

 a. Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal, if practicable in BLE's judgment;

b . Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing.

e Terminate the services effective on the date specified by BLE in writing

9 SAMPLE DISPOSAL. Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of unmediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of BLE's report. In the event that test samples contain toxic or hazardons constituents as defined by applicable law, upon completion of any testing and temporary storage by BLE and per Client's stated preference, BLE will return such samples to Client for proper disposal.

10. WASTE DISPOSAL. (f Client requests BLE to containcrize drilling wastes and/or fluids produced by BLE's activity ("Wastes"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containcrized Wastes. Non-hazardous Wastes will be disposed of by BLE for an additional charge at an appropriately licensed facility. Any huzardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility selected by Client with BLE's assistance. At no time will BLE take title to such hazardous Wastes.

¹¹ *CLIENT DISCLOSURE: Chent agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Chent, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Chent. By writtee of entering into this Agreement or providing services hereinder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agrees any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees ander advice of its coursel to notify the appropriate federal, state or local public agencies as required by law, or otherwise to disclose, in a timely unance, any information that may be necessary to prevent damage to human health, safety, or the environment. 526

12 *ENVIRONMENTAL INDEMNITY In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, for separate and valuable consideration of \$1 00, Client agrees to defend, hold humless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from

a Client's violation of any tederul, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents,

 b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or liazardous substances or constituents found or identified at the site;

c . Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE's services;

d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer unless expressly retained by Client for such services under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE's services; or,

o Any third party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE's services under this Agreement

13 *EQUIPMENT CONTAMINATION BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of BLE's services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated Bo hazardous samples or waste and to thange Client Bo the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14 DOCUMENTS BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following,

a All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain a confidential file copy of its work product and related documents.

b If Client desires to release, or for BLE to provide, BLE's report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by this request Client waives any such claim if BLE complies with the request.

c Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval

d Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of BLE's services BLE may rely upon Client-provided documents in performing the services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy Client-provided documents will remain the property of Client, but BLE may retain one confidential file copy as needed to support its report

e Upon Client's request, BLE's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by BLE in its files, with at least one written copy provided to Client, shall be the official base document. BLE makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to BLE. Such magnetic copy is subject to all other conditions of this Agreement. 15 CLAIMS The partics agree to attempt to resolve any dispute without resort to fitigation, including use of mediation, prior to filing of any suit including use of mediation, prior to filing of any suit. However, in the event that a claim results in higgation, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fccs and expenses associated with such higgation EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREDY

16 OPINIONS OF COST If requested, BLE will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, eventred conditious, contractor skills, and many other factors beyond BLE's control

17 TESTIMONY Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to services provided under this Agreement, and BLE is not a party in the dispute, then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

18 CONFIDENTIALITY BLE will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.

19 GOVERNING LAW This Agreement shall be governed in all respects by the laws of the State of South Carolina

20 PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void.

21 SURVIVAL All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the services and the termination of this Agreement

22 SEVERABILITY In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect

23 ASSIGNMENT This Agreement may not be assigned by either party without the prior permission of the other

24 CONSIDERATION The parties agree that the charges for BLE's services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions

25 INTEGRATION This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties

26 FORCE MAJEURE Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, acts of God, natural disasters, war and strikes

If an event of force majoure occurs, BLE shall notify CLIENT, identify the event of force majoure and specify the anticipated time when the Work can be continued "Timely notification of an event of force majoure shall extend the completion date of this Agreement for a time equal to the continuation of the force majoure plus any reasonable time necessary to resume Work CLIENT agrees to pay BLE for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work

27 CONFIDENTIALITY BLE and CLIENT recognize that each of them may encounter written or unwritten confidential information regarding the other Party during the course of the services set forth in the Proposal Confidential information means all

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technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. The Party receiving such confidential information agrees to hold as confidential and not to disclose such information. Each Party shall make its employees having access to said information aware of this obligation of confidentiality and bind said employees under similar obligations of confidence.

All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement shall be the property of BLE and are to be treated as confidential. They are not to be disclosed to others without BLE prior written approval BLE shall treat as confidential all documents and records (the "Documents") belonging to CLIENT or a third party that BLE reviews during the performance of services set forth in the Proposal. BLE shall not disclose the Documents to any third party without the prior written consent of the Documents' owner or owners. No articles, papers or treatises related to or in any way associated with the services set forth in the Proposal shall be submitted for publication without BLE's prior written consent. BLE may relain copies of all such documents for archival purposes and to support or defend its work. The confidentiality restrictions herein shall not apply to information that; (1) the Parties

The continent any restrictions herein shall not apply to information that; (1) the Parties had in their possession prior to disclosure; (2) becomes public knowledge through no act or fault of the receiving Party. (3) the receiving Party lawfully sequires from a third party which does not have a confidentiality obligation to the Party to which the information pertains; (4) is independently developed by the receiving Party, or (5) is required to be disclosed by law. Without the express written consent of BLE, this Agreement creates no duties or liabilities of BLE to third parties who may rely on the Work provided or the documents delivered hereunder. The Parties agree that although CLIENT may provide copies of BLE's reports to prospective property purchasers and their agents, no party olici than CLIENT, its counsel or appropriate regulatory bodies may rely on the contents of BLE's reports.

28 INDEMNITY If CLIENT or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "CLIENT Affiliates") become subject to any liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs and expenses (including, without limitation, fees and disbursements of attorneys and consultants) (collectively, "Claims"), arising from, related to or in connection with:

- the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b a violation of a statute or regulation by BLE or its Representatives; and/or
- c a breach of this Agreement by BLE or its Representatives;

BLE shall indemnify and hold harmless CLIENT and its Affiliates from and against any and all Claims For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions, but this indemnification shall only extend to the proportional extent of BLE's negligent, wrongful or willful acts or omissions

If BLE or any of its directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BLE Affiliates") become subject to any liabilities, obligations, claims, losses, damages, penalties, actions, judgments, suits, costs and expenses (including, without limitation, fees and disbursements of attorneys and consultants) (collectively, "Claims"), arising from, related to or in connection with:

- the negligence, gross negligence or willful misconduct of CLIEN1 or its directors, officers, shareholders, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
- b a violation of a statute or regulation by CLIENT or its Representatives; and/or
- c a breach of this Agreement by CLIENT or its Representatives;

CLIENT shall indomnify and hold harmless BLE and its Affiliates from and against any and all Claims For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions, but this indemnification shall only extend to the proportional extent of CLIENT's negligent, wrongful or willful acts or omissions.

29 NON-EXCLUSIVITY BLE recognizes and agrees that its services hereunder are to be provided on a non-exclusive basis.

30 WAIVER. Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement 31 TERMINATION This Agreement terminates automatically when BLE completes the services set forth in the Proposal. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. In the event CLLENT requests termination prior to completion, CLIENT agrees to pay BLE for all reasonable costs incurred to date and reasonable charges associated with termination of its services.

NOTES:

*Applies only if toxic or hazardous substances or constituents are anticipated or encountered

For work in the State of Georgia, delete the words "or any third party" as such words appear in Paragraph 5

END OF DOCUMENT

PAS revision 7.0 - 10/20/15