AGENDA REGULAR MEETING 5:00 P.M. September 20, 2021

- 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.*
- 5. Old Business
- 6. New Business
 - a. Consideration of a request from the Tax Commissioner and Tax Assessor for the Board of Commissioners to adopt a resolution pursuant to O.C.G.A. § 48-5-492(a), not to require mobile home location decals
 - b. Consideration of an agreement between Candler County Board of Commissioners, Candler County Board of Tax Assessors and Marian Grier for the provision of services to the Candler County Tax Assessors office
 - c. Authorization to issue an RFP for a 2022 Type 1 Ambulance
 - d. Authorization to issue an RFP for multi-function printing devices for Candler County
 - e. Reconsideration of bids submitted for a fencing project at the recreation department
 - f. Consideration of an application for approval to install a roof mounted solar panel array on a residence located at 377 Miles Rd, Metter (Johnson, Jeanette), parcel# 034C 303
- 7. Report from Chairman
- 8. Report from County Administrator
- 9. Report from Attorney
- 10. Reports from Commissioners
- 11. Executive Session
- 12. Adjournment

Board of Commissioners of Candler County Regular Meeting September 20, 2021 5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, September 20, 2021, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Vice-Chairman Brad Jones presided with Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. County Administrator Bryan Aasheim also attended the meeting. Clerk Kellie Lank scribed. Chairman Glyn Thrift and County Attorney Kendall Gross did not attend this meeting. The Metter Advertiser was notified of the meeting. This meeting was offered via teleconference to the public. There were no guests attending this meeting.

Call to Order

Vice-Chairman Jones called the meeting to order at 5:03 p.m.

Invocation and Pledge of Allegiance

Commissioner Thomas delivered the invocation and Vice-Chairman Jones led the Pledge of Allegiance.

Approval of the Agenda

Vice-Chairman Jones made a motion to amend the agenda to add item 6.f. Consideration of an application for approval to install a roof mounted solar panel array on a residence located at 377 Miles Rd. Metter (Johnson, Jeanette), parcel 034C 303. Commissioner Thomas provided a second to the motion. The motion carried 4-0.

Citizens Wishing to Address the Board

There were no citizens present to address the Commissioners at this meeting.

Old Business

Mr. Aasheim stated there is no Old Business to address during this meeting.

New Business

Consideration of a request from the Tax Commissioner and Tax Assessor for the Board of Commissioners to adopt a resolution pursuant to O.C.G.A. § 48-5-492(a), not to require mobile home location decals

Mr. Aasheim presented a request from the Tax Commissioner and Tax Assessor to adopt a resolution pursuant to O.C.G.A. § 48-5-492 (a), to elect not to require mobile home location decals in Candler County. He explained the Georgia Code section amended in May 2021 had extensive requirements set for Counties who also require location decals. These requirements include appraiser inspection, notification letters to the non-compliant, and furnishing the tax commissioner with a list of non-compliant mobile homes. Meeting the requirements would be costly and difficult to comply with due to staff shortage. Mr. Aasheim recommended adoption of this resolution.

Commissioner Thomas made a motion to adopt the resolution pursuant to O.C.G.A. § 48-5-492(a), not to require mobile home location decals. Commissioner Robinson provided a second to the motion. The motion carried 4-0. (Exhibit A)

Consideration of an agreement between Candler County Board of Commissioners, Candler County Board of Tax Assessors and Marian Grier for the provision of services to the Candler County Tax Assessors office

Mr. Aasheim presented an agreement between Candler County Board of Commissioners, Candler County Board of Tax Assessors and Marian Grier for the provision of services to the Candler County Tax Assessors office. Mrs. Grier has submitted a notification that she will retire on September 30, 2021 as the Candler County Chief Tax Assessor. The position has been advertised, but has not been filled nor do the Tax Assessor Board have any qualified applicants for the position. If this agreement is adopted, Mrs. Grier will provide provisional services until the position is filled beginning October 1, 2021. Commissioner Hendrix made a motion to approve an agreement between Candler County Board of Commissioners, Candler County Tax Assessors and Marian Grier for the provision of services to the Candler County Tax Assessors office. Commissioner Thomas provided a second to the motion. The motion carried 4-0. (Exhibit B)

Authorization to issue an RFP for a 2022 Type 1 Ambulance

Mr. Aasheim requested the Board to consider allowing him to issue a request for proposals for a 2022 Type 1 Ambulance. He explained that the delivery estimate for a new ambulance is in excess of 10 months putting the actual purchase of the ambulance in FY2023. He concluded that should the Commission choose to solicit bids, ordering as soon as possible will allow a new ambulance to be delivered in September of 2022.

Commissioner Robinson made a motion to authorize the issuance of the request for proposals for a 2022 Type 1 Ambulance. Commissioner Thomas provided a second to the motion. The motion carried 4-0.

Authorization to issue an RFP for multi-function printing devices for Candler County Mr. Aasheim requested the Commission consider issuing a request for proposals for multi-function printing machines for all county offices. The master contract with Canon for all multi-function machines will expire on January 30, 2022, except for the Sheriff's Office.

Commissioner Thomas made a motion to authorize the issuance of the request for proposal for multifunction printing devices for Candler County. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Reconsideration of bids submitted for a fencing project at the recreation department

Mr. Aasheim re-presented the bids for the fencing project at the recreation department. He reiterated the action taken during the September 2, 2021 meeting where this project was awarded to JW Fence. Mr. Aasheim reached out to JW Fence and was provided a contract which required an arbitration clause, 15% penalty for late payment and required 50% of the project bid cost to be paid upfront. Mr. Aasheim explained JW Fence was given an opportunity to provide the project wok under the standard County conditions. However, JW Fence declined the opportunity to accept the project. Therefore, Mr. Aasheim re-presented the remaining two bids below:

(m) for	resulting that	Camping Miles
Replace Fencing on Fields 1-3	\$29,500	\$90,413
Alternate 2 – move and extend HS field fencing	\$10,000	Not Quoted
Alternate 1 – paint field 1-3 poles	\$6,600	\$8,954
TOTAL	\$46,100	\$99,367

Commissioner Robinson made a motion to award this project to Middleground Construction and to increase the project budget to \$46,100 from \$45,000. Commissioner Hendrix provided a second. The motion carried 4-0.

Consideration of an application for approval to install a roof mounted solar panel array on a residence located at 377 Miles Rd. Metter (Johnson, Jeanette), parcel3 034C 303

Mr. Aasheim presented an application from Sunpro to install a roof mounted solar array at 377 Miles Road (parcel #034C 303), owned by Jeanette Johnson. He then confirmed Sunpro has submitted all materials required by the Candler County Solar Panel Ordinance.

Commissioner Thomas made a motion to approve Jeanette Johnson's application to install a roof mounted solar panel array on her residence located at 377 Miles Road, parcel# 034C 303. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Report from the Chairman

Chairman Thrift was not present for this meeting.

Report from the Administrator

Mr. Aasheim recapped on the email he sent the Commissioners on September 17th about a meeting he had with Sam Sullivan of Allgreen Services, LLC. Part of the reason for the meeting was that the County's Allgreen contract has an escalation clause under Section 16. which allows Allgreen to increase the per cart fee by an amount not to exceed the CPI in the most recent half year. In that email, Mr. Aasheim explained the CPI index as of Dec. 30, 2021 for waste services was 3.6 which would result in a .36 increase per cart to \$10.40 per month. Mr. Aasheim stated that Allgreen Services, LLC will be performing a cart audit and has asked for the County's assistance by providing the number of carts issued to Candler County residents.

Mr. Aasheim reported on a conversation he had with Marian Grier about the contracted services with GIS1 to maintain the GIS parcel layers. GIS1 is not contracted to provided modifications to all other data layers. He explained that Mrs. Grier requested consideration of contracting with a different vendor that could act as the County's GIS department. The vendor, RightSpot Spatial Engineering, Inc is a company located in Rincon, GA. Mr. Aasheim will send out an information packet that outlines the services this company offers and how it might benefit the County.

Mr. Aasheim concluded by stating he has spoken with EMC Engineering asking them to address the issue on Turner Road problem left after GDOT repairs as well as Lake Church Road south of the I16 overpass where he has received several complaints lately about a section of the road that abuts a yard that has no ditching.

Report from the County Attorney

Mr. Gross was not present for this meeting.

Reports from the Commissioners

Commissioner Thomas representing Commission District 1 had nothing to report at this meeting. Vice-Chairman Jones representing Commission District 2 had nothing to report at this meeting. Commissioner Robinson representing Commission District 3 had nothing to report at this meeting. Commissioner Hendrix representing Commission District 4 stated he had a resident along McNair Road requesting the county assess the elevation of the road in front of his driveway where the road may need to be "cut down".

Executive Session

An executive Session was not called during this meeting.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 5:31 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Maranda K. Lank, Clerk

Attest

Vice-Chairman, Brad Jones

Exhibit A

A RESOLUTION OF CANDLER COUNTY, GEORGIA ELECTING NOT TO REQUIRE MOBILE HOME DECALS

WHEREAS, Senate Bill 193 was passed in the 2021-2022 Regular Session of the Georgia General Assembly, and was signed by the Governor and became effective on the 6th day of May, 2021;

WHEREAS, Senate Bill 193 amended O.C.G.A. §48-5-492(a) to allow the governing authority of the county in which the mobile home is located to opt out of the requirement to issue mobile home decals as evidence of a mobile home location permit; and

WHEREAS, pursuant to O.C.G.A. §48-5-263(11), the appraiser of the County shall, in counties that elect to require decals pursuant to Code Section 48-5-492 inspect mobile homes located in the county to determine if the proper decal is attached to and displayed on the mobile home by the owner as provided by law; notify the residents of those mobile homes to which a decal is not attached of the provisions of Code Sections 48-5-492 and 48-5-493; and furnish to the tax collector or tax commissioner a periodic list of those mobile homes to which a decal is not attached; and

WHEREAS, the governing authority of Candler, County elects not to require mobile home location decals pursuant to O.C.G.A. §48-5-492(a),

NOW THEREFORE, BE IT RESOLVED, pursuant to and as authorized by O.C.G.A. §48-5-492(a), the Board of Commissioners of Candler County, resolves and elects not to require mobile home location decals in Candler County, Georgia, and hereby relieves the Tax Commissioner of Candler County and the appraiser of Candler County of any requirements under the law, whether pursuant to O.C.G.A. 48-5-263 and O.C.G.A. §48-5-492 et seq. or otherwise

related to the issuance, inspection, and enforcement of mobile home location decals, and any and all other responsibilities that may have been otherwise required due to the issuance of mobile home location decals.

REPEALER

All previous Resolutions of the Board of Commissioners of Candler County in conflict herewith are hereby superseded and repealed.

EFFECTIVE DATE

This Resolution shall be effective upon adoption. It shall remain in full force and effect until superseded or repealed.

BE IT IS SO RESOLVED, this 20th day of September, 2021.

 $\mathbf{R}\mathbf{v}^{\mathbf{s}}$

ilyn Thrift, Chairman

Candler County Board of Commissioners

Attest: Marander Stank

County Clerk

Exhibit B

An Agreement by and between the Candler County Board of Commissioners, "the County", the Candler County Board of Tax Assessors, and Marian Grier for services to the Candler County Tax Assessor's Office

WHEREAS, that Candler County, Georgia, is a political subdivision of the State of Georgia; and,

WHEREAS, Candler County has a duly appointed Board of Tax Assessors responsible for the assessment and equalization of the county tax digest; and,

WHEREAS, Candler County, Georgia is recognized by O.C.G.A. § 48-5-261 as a Class II County for purposes of administration and Class II counties are required to maintain one (1) Appraiser III designation; and,

WHEREAS, Marian Grier, has advised the Board of Tax Assessors of her intention to retire from her position as Chief Appraiser of Candler County; and,

WHEREAS, the County and the Board of Tax Assessors is desirous of maintaining continuity and oversight of the operations of the Candler County Tax Assessor's office while seeking a qualified replacement; and,

WHEREAS, the County and the Board of Tax Assessors has determined that Grier may continue to serve in an advisory and oversight position as a third party, independent contractor; and,

THAT WHEREAS, the County and Board of Tax Assessors desires to contract with Grier for certain services in the Tax Assessors Office;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SECTION 1. Scope of Work

Grier's primary responsibility shall be to provide operational oversight and assistance to the Candler County Board of Tax Assessor's Office. Such oversight shall include, but not be limited to, discretion to engage with office staff or residents of Candler County in order to facilitate office operations; providing assistance to office staff as needed; attending monthly Board of Assessors meetings and providing information about office operations and responsibilities as necessary.

The County shall provide Grier with access to the County's systems related to the duties stated above. Grier shall agree to conform to the County's policies regarding external network access to its resources as well all controls established by the County for that purpose.

Said duties shall be conducted at the direction and under the supervision of the Candler County Board of Tax Assessors. Grier shall report to the board, but shall not have a vote.

SECTION 2. Time of Performance

The terms and conditions of this agreement are valid for all work performed from **October 1, 2021 to June 30, 2022**. This agreement may be extended at its expiration for a twelve (12) month period by mutual agreement of all parties.

SECTION 3. Compensation and Terms

Grier will provide the services listed in Section 1 for a fee of \$2,000 per month. Payments shall be made by the County within 30 days of receipt of an invoice.

SECTION 4. Termination of the Agreement

Any party may terminate this agreement by giving written notice to the other parties at least thirty (30) days prior to the effective date of such termination.

In the event of termination all finished or unfinished documents, data, or other materials related to the Scope of Work shall become the property of the County.

SECTION 5. 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.

SECTION 6. Entire Agreement

This agreement 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, the Parties have executed this agreement as of this day of October, 2021.

Marian Grier

Marian Liver

Glyn Thrift, Chairman Candler County Board of Commissioners

Latrell Thomas, Chair Candler County Board of

Tax Assessors

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IN WITNESS WHEREOF, the Parties have executed this agreement as of this 1st day of October, 2021.

Marian Grier

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Glyn Thrift, Chairman Candler County Board of Commissioners

Latrell Thomas, Chair Candler County Board of

Tax Assessors

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