

AGENDA  
REGULAR MEETING  
5:00 P.M.  
April 17, 2023

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. Application for Commission approval, permit or variance –
6. Financial Report –
  - a. Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser
7. Approval of Minutes –April 3, 2023 1<sup>st</sup> Regular Meeting
8. Old Business
  - a. Discussion regarding the Candler County Jail Project
  - b. Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council
  - c. Consideration of adoption of the Candler County Mobile Home Park Ordinance
  - d. Consideration of a donation from a citizen to install a Pet Waste Disposal Station at the Walking Trail on the campus of the Candler County Recreation Department
9. New Business
  - a. Consideration of a proposal for a sale or lease agreement on a CAT D5 Bulldozer for the Candler County Landfill
  - b. Consideration of possible investment options for the General Fund contingency funds of \$1.3M
  - c. FY24 Budget Discussion
10. Report from Chairman
11. Report from County Administrator
12. Report from Attorney
13. Reports from Commissioners
14. Executive Session
15. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**April 17, 2023**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, April 17, 2023, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones and Commissioners Gregory Thomas, David Robinson and Blake Hendrix were in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank and Attorney Cindy Delgado sat in for County Attorney Kendall Gross. The Metter Advertiser was notified of the meeting, Jerri Goodman attended.

Guests attending this meeting included: Candler County Sheriff Office, Captain Justin Wells.

**Call to Order**

Chairman Thrift called the meeting to order at 5:01 p.m.

**Invocation and Pledge of Allegiance –**

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

**Approval of Agenda**

Administrator Aasheim requested the agenda be approved with no changes. Commissioner Hendrix made a motion to approve the agenda as presented. Commissioner Robinson provided a second. The motion carried 5-0.

**Citizens wishing to address the Commission –** *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*

There were no citizens present requesting to address the Commission. However, Administrator Aasheim made the Commission aware of future issues that might be brought before them in the May 1, 2023 meeting. The issues include two citizens residing along Creekside Way that would like the road paved and a resident along Lake Church Road that would like to request a variance to allow him to have an RV Park.

**Application for Commission approval, permit or variance –**

There were no citizens present requesting the Commission to consider an application for a permit or variance.

**Financial Report –**

**Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser**  
 Commissioner Robinson made a motion to table the Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser. Commissioner Thomas provided a second. The motion carried 5-0.

**Approval of Minutes – April 3, 2023 1<sup>st</sup> Regular Meeting**

Commissioner Hendrix made a motion to table the April 3, 2023 1<sup>st</sup> Regular Meeting minutes. Vice-Chairman Jones provided a second. The motion carried 5-0.

**Old Business****Discussion regarding the Candler County Jail Project**

Administrator Aasheim requested guidance on the direction the Commission would like to go with the Candler County Jail Project that would better suit the financial means of the County. Commissioner Robinson stated he would rather the Board consider renovation of the existing inmate facility. After the Board reviewed the information before them and reassessed the bid proposals, the general consensus of the Board was in favor of exploring redesigning options that were more within the County's budget that the respondents might offer.

Vice-Chairman Jones made a motion to reach out to Studio 8 and see what type of fee would be involved to help the County redesign the drawing they provided reduce the construction expense that will better fit the County's budget. Secondly, if Studio 8 is not interested, reach out to the other respondents and see if they can provide the County with the requested redesign assistance. Commissioner Thomas provided a second. The motion carried 4-1, with Commissioner Robinson voting against the motion.

**Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council**

Commissioner Hendrix made a motion to table the Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council until the May 1, 2023 meeting. Commissioner Robinson provided a second. The motion carried 5-0.

**Consideration of adoption of the Candler County Mobile Home Park Ordinance**

Commissioner Thomas made a motion to table the Consideration of adoption of the Candler County Mobile Home Park Ordinance. Commissioner Hendrix provided a second. The motion carried 5-0.

**Consideration of a donation from a citizen to install a Pet Waste Disposal Station at the Walking Trail on the campus of the Candler County Recreation Department**

Administrator Aasheim presented a request from a citizen to donate funds to have a pet waste disposal station at the walking trail on the campus of the Metter-Candler Recreation Department. Chairman Thrift stated he had spoken with director, Coach Mike Robins, and he was agreeable to the installation of the disposal station.

Commissioner Robinson made a motion to accept and approve a donation from a citizen to install a Pet Waste Disposal Station at the Walking Trail on the campus of the Candler County Recreation Department. Commissioner Hendrix provided a second. The motion carried 5-0.

**New Business****Consideration of a proposal for a sale or lease agreement on a CAT D5 Bulldozer for the Candler County Landfill**

Administrator Aasheim presented a proposal for a sale or lease/purchase agreement on a CAT D5 bulldozer for the Candler County Landfill. The current 2015 model D6 bulldozer has 7,750 hours. The dozer needs approximately \$30,000.00 for a new undercarriage and other miscellaneous repairs. CAT/Yancey is offering \$60,000.00 as is trade in value on the current dozer. The cost of a new, comparable D5 bulldozer is \$467,000.00. CAT/Yancy offered to lease/purchase agreement that included the lease/purchase with \$149,221.00 residual payment is \$78,706.00 per year (or) the lease/purchase with \$1.00 residual payment is \$111,250.00 per year.

Vice-Chairman Jones made a motion to approve the lease purchase agreement on a CAT D5 Bulldozer for the Candler County Landfill with the \$149,221.00 residual with the \$78,706.00 annual payment to be paid for with 18SPLOST funds. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit A)

**Consideration of possible investment options for the General Fund contingency funds of \$1.3M**

Administrator Aasheim requested the Board consider possible investment options for the General Fund Contingency funds of \$1,300,000.00. He recommended the six-month investment options in increments of not more than \$250,000.00 FDIC insured amount invested in each CD spread out to maximize the return.

Commissioner Robinson made a motion to approve the six-month investment option as described by Administrator Aasheim for the General Fund Contingency funds of \$1,300,000.00. Vice-Chairman Jones provided a second. The motion carried 5-0.

**FY24 Budget Discussion**

Administrator Aasheim informed the Board that all FY24 budget requests have been turned in. He informed the Board that the starting shortfall with all of the requests is approximately \$929,000.00. Aasheim requested guidance so that he could start narrowing the shortfall down. The topics of discussion were as follows:

**Code Enforcement 7450 funded by SSD-270:** Guidance on spreading the Code Enforcement over to the Sheriff's Office or to pursue the hiring of a full-time Code Enforcement Officer considering Zoning is anticipated to be enforced at the end of the year. Should zoning be passed, possibly considering a Code Enforcement administrative assistant.

**Information Technology 1535:** possible need for an inhouse technology technician rather than the 3<sup>rd</sup> party and leaning on the Sheriff's Office personnel.

**Executive Budget 1300:** Requested input as far as salaries for an administrator or an assistant administrator.

**Recreation Department 7460:** Will prepare this department's salary budget as the assistant director position will be filled on July 1, and eliminate the administrative assistant position.

**Sheriff's Office 3300:** Will work through differing options with Sheriff on proposed budget request that includes three new positions, two full-time employees and one part-time employee.

**Detention Center 3326:** Also, work with Sheriff on proposed budget request includes one new full-time employee position.

**SPLOST Fund 321:** \$500,000.00 out on this fund.

**Roads and Bridges 4200:** Remove the Work Detail as the County has not had a detail since 2019.

**Superior Court 2150:** District Attorney Payne requested a \$200,000.00 increase across the circuit, \$50,000.00 increase for Candler County to hire administrative assistants. Commissioner Thomas pointed out that the DA had a surplus in the past.

**Revenues:** Revenues are slightly up from last year.

**Physical Budget Books:** Blake Hendrix, Brad Jones, David Robinson, Kendall Gross

**Report from Chairman**

Chairman Thrift stated the 4H Banquet is May 8<sup>th</sup> at 6:00 pm, and RSVP April 20<sup>th</sup>. The FFA Farm and Agribusiness Tour is April 21<sup>st</sup> that includes the Candler County Forestry Fish Fry lunch at 11:15. Chairman Thrift concluded his report with a request for executive session to discuss personnel.

**Report from County Administrator**

Administrator Aasheim reported on the following item:

- **LWCF Projects:** Grant window is open to apply. The discussion leaned toward applying for grants for projects that would help fund the replacement of the walking trail bridges, lighting of the other fields and resurfacing of the parking lot. Aasheim suggested soliciting for private donations for a dog park, provided there is minimal liability.
- **Enterprise Fleet Management:** Proposal included a fleet leasing program
- **Proposed 2024 SPLOST Projects:** Included proposed projects for the 2024SPLOST
- **Courthouse Maintenance Issues:** Maintenance issues with the bathroom facilities. Also, a motor burned out in one of the old HVAC units in the basement. Davis recommends the unit be replaced. A proposal is being prepared by Davis.
- **Public Works Truck (2) RFP:** Two vehicles that have blown motors or need new motors, both with high mileage. Requested authorization to prepare an RFP for two new trucks for the Public Works Department.

**Report from Attorney**

Attorney Delgado had nothing to report.

**Reports from the Commissioners**

**Commissioner Thomas representing Commission District 1,** had nothing to report.

**Vice-Chairman Jones representing Commission District 2,** stated he and Commissioner Hendrix had participated in a MES 4<sup>th</sup> grade class activity where the students who prepared land use proposals that included a splash pad, dog parks, homeless shelters and a natural history museum with aquarium.

**Commissioner Robinson representing Commission District 3,** had nothing to report.

**Commissioner Hendrix representing Commissioner District 4,** had nothing to report.

**Executive Session - Personnel**


Vice-Chairman Jones moved to exit into Executive Session to discuss personnel at 6:22 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 6:51 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Vice-Chairman Jones moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for litigation and personnel. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

**Adjournment**

Commissioner Robinson moved to adjourn the meeting at 7:52 p.m. Commissioner Thomas provided a second to the motion. The motion carried 5-0.

  
 Maranda K. Lank, Clerk  
 Attest

  
 Chairman, Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

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:

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on April 17, 2023

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

3.  
The executive session was called to order at 6:00 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 to or be brought by or against the county or any officer or employee or in which the county or any officer or employee may be directly involved as provided in O.C.G.A. 50-14-2(1);

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

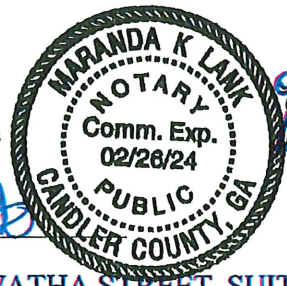
\_\_\_\_\_ Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

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

\_\_\_\_\_ Other

This 17<sup>th</sup> day of April 2023.

Sworn to and subscribed before me  
This 17<sup>th</sup> day of April 2023.



Maranda K. Link  
Notary Public

Glyn Thrift  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439  
(912) 685-2835 FAX (912) 685-4823

Exhibit A

Document Checklist – Governmental Lease



These documents were prepared especially for:  
 CANDLER COUNTY BOARD OF COMMISSIONERS  
 1075 HIAWATHA SUITE A  
 METTER, GA 30439

Dealer: YANCEY BROS. CO., D500  
 Contract Number 001-70075588  
 Transaction Number: 4356044  
 Comments:

Date: 04/26/2022  
 Time: 10:31:16 AM

Customer Executed Documents	Comments
<input checked="" type="checkbox"/> Governmental Lease Document	_____
<input checked="" type="checkbox"/> Insurance-Liability and Physical Damage	_____
<input checked="" type="checkbox"/> Advance Payment (cross out if N/A)	_____
<input type="checkbox"/> Guaranty of Payment (cross out if N/A)	_____
<input type="checkbox"/> Tax Exemption Certif. (cross out if N/A)	_____
<input type="checkbox"/> Title applied for (cross out if N/A)	_____
<input type="checkbox"/> Customer Information Verification	_____
<input type="checkbox"/> Any necessary Riders/Amendments	_____
<input type="checkbox"/> CVA DOC ADDENDUM TO FINANCE LEASE (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT ADDENDUM (Multiple CVA offers at Doc Gen)	_____
<input type="checkbox"/> FINAL CVA AT QUOTE (Customer Accepted CVA before Doc Gen)	_____
<input type="checkbox"/> Other _____	_____
<input type="checkbox"/> 8038G / CG Form	_____
<input checked="" type="checkbox"/> Request for Minutes	_____
<input checked="" type="checkbox"/> Opinion of Counsel	_____
<input checked="" type="checkbox"/> Governmental Resolution to Lease, Purchase and/or Finance	_____
<input type="checkbox"/> Governmental Buyback Agreement (cross out if N/A)	_____

Dealer Executed Documents	Comments
<input type="checkbox"/> Purchase Agreement	_____
<input checked="" type="checkbox"/> Dealer Invoice	_____
<input type="checkbox"/> All Credit Conditions Met	_____

\*If any of these documents are altered, or if the Lessee wishes to add or delete documents, please contact your CFSC Credit Analyst to obtain acceptance of any and all changes.

If you have any questions concerning these documents please call and ask for

Checklist completed and confirmed by: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

These Documents do not constitute any offer or commitment to offer financing by Caterpillar Financial Services Corporation without Caterpillar Financial Services Corporation's expressed written approval.



**1. PARTIES**

LESSOR ("we", "us", or "our");

LESSEE ("you" or "your");

CATERPILLAR FINANCIAL SERVICES CORPORATION  
 2120 West End Avenue  
 Nashville, TN 37203

CANDLER COUNTY BOARD OF COMMISSIONERS  
 1075 HIAWATHA, SUITE A  
 METTER, GA 30439

In reliance on your selection of the equipment described below (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

**2. DESCRIPTION OF THE UNITS**

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name	SERIAL/VIN Unique ID number for this Unit	ANNUAL LEASE PAYMENT This is due per period, as stated below in section 3.	FINAL LEASE PAYMENT	DELIVERY DATE Enter date machine was delivered to you.
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1 New 2022 Caterpillar D3-12LGP Track Type Tractor	XKY02630	SEE ATTACHMENT	\$1.00	
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**TERMS AND CONDITIONS**

**3. Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date. A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at CATERPILLAR FINANCIAL SERVICES CORP., P.O. BOX 730681, DALLAS, TX 75373-0681 or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancellation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement. As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.**

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of 5.44% per annum.

- 4. Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.
- 5. Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.
- 6. Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.
- 7. Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to



- discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.
- 8. Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.
- 9. Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.
- 10. Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.
- 11. Insurance; Loss and Damage** You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.
- 12. Default; Remedies** An "Event of Default" will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.
- 13. Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.
- 14. Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred, and you have not

exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

**15. Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B and a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

**16. Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

**SIGNATURES**

**LESSOR** CATERPILLAR FINANCIAL SERVICES CORPORATION

**LESSEE** CANDLER COUNTY BOARD OF COMMISSIONERS

Signature \_\_\_\_\_

Signature *Bryan Aasheim*

Name (Print) \_\_\_\_\_

Name (Print) Bryan Aasheim

Title \_\_\_\_\_

Title Administrator

Date \_\_\_\_\_

Date 5/3/22



**GOVERNMENTAL ENTITY RESOLUTION TO LEASE, PURCHASE AND/OR FINANCE**

**WHEREAS**, the laws of the State of Georgia (the "State") authorize CANDLER COUNTY BOARD OF COMMISSIONERS (the "Governmental Entity"), a duly organized political subdivision, municipal corporation or similar public entity of the State, to purchase, acquire and lease personal property for the benefit of the Governmental Entity and its inhabitants and to enter into any necessary contracts; and

the Governmental Entity wants to lease, purchase and/or finance equipment ("Equipment") from Caterpillar Financial Services Corporation and/or an authorized Caterpillar dealer ("Caterpillar") by entering into that certain Governmental Equipment Lease-Purchase Agreement (the "Agreement") with Caterpillar; and

the form of the Agreement has been presented to the governing body of the Governmental Entity at this meeting.

**RESOLVED**, that: (i) the Agreement, including all schedules and exhibits attached to the Agreement, is approved in substantially the form presented at the meeting, with any Approved Changes (as defined below), (ii) the Governmental Entity enter into the Agreement with Caterpillar and (iii) the Agreement is adopted as a binding obligation of the Governmental Entity; and

that changes may later be made to the Agreement if the changes are approved by the Governmental Entity's counsel or members of the governing body of the Governmental Entity signing the Agreement (the "Approved Changes") and that the signing of the Agreement and any related documents is conclusive evidence of the approval of the changes; and

that the persons listed below, who are the Incumbent officers of the Governmental Entity (the "Authorized Persons"):

[PLEASE INSERT NAME AND TITLE OF EACH AUTHORIZED PERSON BELOW]

Name (Print or Type)	Title (Print or Type)
<u>Bryan Aasheim</u>	<u>Administrator</u>
<u>Glyn Thrift</u>	<u>Chairman</u>

be, and each is, authorized, directed and empowered, on behalf of the Governmental Entity, to (i) sign and deliver to Caterpillar, and its successors and assigns, the Agreement and any related documents, and (ii) take or cause to be taken all actions he/she deems necessary or advisable to acquire the Equipment, including the signing and delivery of the Agreement and related documents; and

that the signatory below is authorized to attest to these resolutions and affix the seal of the Governmental Entity to the Agreement, these resolutions, and any related documents; and

that nothing in these resolutions, the Agreement or any other document imposes a pecuniary liability or charge upon the general credit of the Governmental Entity or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

that a breach of these resolutions, the Agreement or any related document will not impose any pecuniary liability upon the Governmental Entity or any charge upon its general credit or against its taxing power, except to the extent that the payments payable under the Agreement are special limited obligations of the Governmental Entity as provided in the Agreement; and

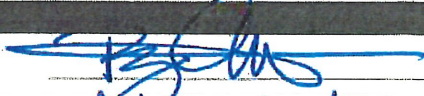
that the authority granted by these resolutions will apply equally and with the same effect to the successors in office of the Authorized Persons.

I, \_\_\_\_\_ of CANDLER COUNTY BOARD OF COMMISSIONERS, certify that the resolutions above are a full, true and correct copy of resolutions of the governing body of the Governmental Entity. I also certify that the resolutions were duly and regularly passed and adopted at a meeting of the governing body of the Governmental Entity. I also certify that such meeting was duly and regularly called and held in all respects as required by law, at the Governmental Entity's office. I also certify that at such meeting, a majority of the governing body of the Governmental Entity was present and voted in favor of these resolutions.

I also certify that these resolutions are still in full force and effect and have not been amended or revoked.

IN WITNESS of these resolutions, the signatory named below executes this document on behalf of the Governmental Entity.

**SIGNATURE [To be signed by authorized individual.]**

Signature 

Title Administrator

Date 5/3/22

**Addendum to Governmental Lease-Purchase Agreement (Georgia)**  
**Contract Number 001-70075588**



This Addendum ("Addendum") between Caterpillar Financial Services Corporation ("we", "us" or "our") and the Lessee identified below ("you" or "your") is attached to and forms part of the Governmental Lease-Purchase Agreement for the Contract Number set out above (the "Agreement"). Capitalized terms used but not defined herein will have the meaning given them in the Agreement.

### 1. PARTIES

**LESSOR:**

**CATERPILLAR FINANCIAL SERVICES CORPORATION**  
 2120 West End Avenue  
 Nashville, TN 37203

**LESSEE:**

**CANDLER COUNTY BOARD OF COMMISSIONERS**  
 1075 HIAWATHA, SUITE A  
 METTER, GA 30439

### 2. RECITALS

- a. The Agreement does not include those municipal contract limitations and termination provisions required by Official Code of Georgia Annotated § 36-60-13.
- b. We and you desire to execute this Addendum to incorporate into the Agreement the limitations on multi-year lease and purchase by municipalities in the State of Georgia.

### 3. TERMS AND CONDITIONS

- a. The Agreement will terminate absolutely and without further obligation on your part at the close of the calendar year in which the Agreement is executed and at the close of each succeeding calendar year for which it may be renewed.
- b. The Agreement will automatically renew for each succeeding calendar year provided therein unless you take positive action to terminate the Agreement by providing written notice to us at least thirty (30) days prior to January 1 of such calendar year.
- c. Your total obligation under the Agreement for each calendar year is as follows:

Calendar Year 1*	\$ 35,465.25
Calendar Year 2	\$ 35,465.25
Calendar Year 3	\$ 35,465.25
Calendar Year 4	\$ 35,465.25
Calendar Year 5	\$ 35,465.25
Calendar Year 6	\$ 1.00

\*Calendar year in which the Agreement is executed.

- d. Title to the Units will remain in us until you fully pay your obligations under the Agreement.
- e. The Agreement will terminate immediately and absolutely at such time as your appropriated and otherwise unobligated funds are no longer available to satisfy your obligations under the Agreement.
- f. In the event of any conflict or inconsistency between the Agreement and this Addendum, this Addendum will control.

**SIGNATURES**

**LESSOR: CATERPILLAR FINANCIAL SERVICES CORPORATION**

**LESSEE: CANDLER COUNTY BOARD OF COMMISSIONERS**

Signature \_\_\_\_\_

Signature  \_\_\_\_\_

Name (Print) \_\_\_\_\_

Name (Print) Bryan Aasheim

Title \_\_\_\_\_

Title Administrator

Date \_\_\_\_\_

Date 5/3/22

**Purchase Agreement**  
**Contract Number 001-70075588**



This Purchase Agreement is between **YANCEY BROS. CO.** ("Vendor") and **Caterpillar Financial Services Corporation** ("Cat Financial"). Vendor agrees to sell to Cat Financial and Cat Financial agrees to buy from Vendor the equipment described below (the "Unit(s)"), subject to the terms and conditions set forth below and on the reverse side hereof.

<u>Description of Unit(s)</u>	<u>Serial#</u>	<u>VIN #</u>	<u>Freight</u>	<u>Total Price</u>
(1) D3-12LGP CATERPILLAR Track Type Tractor	XKY02630		\$0.00	\$151,697.00

**Lessee:**  
**CANDLER COUNTY BOARD OF COMMISSIONERS**  
1075 HIAWATHA, SUITE A  
METTER, GA 30439

<b>Subtotal</b>	<b>\$151,697.00</b>
<b>Federal Excise Tax</b>	<b>\$0.00</b>
<b>Other Tax</b>	<b>\$0.00</b>
<b>Total Purchase Price</b>	<b>\$151,697.00</b>
<b>Unit(s) Delivery Point:</b>	
1075 E. HIAWATHA ST	
METTER, GA 30439-3961	

See next page for additional terms and conditions.

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION

YANCEY BROS. CO.

Signature \_\_\_\_\_

Signature 

Name (Print) \_\_\_\_\_

Name (Print) Bryan Aasheim

Title \_\_\_\_\_

Title Administrator

Date \_\_\_\_\_

Date 5/3/22

**Additional Terms and Conditions**  
**Contract Number 001-70075588**



1. The lessee named on the front hereof (the "Lessee") has selected the Unit(s), instructed Cat Financial to purchase the Unit(s) from Vendor, and agreed to lease the Unit(s) from Cat Financial.
2. Cat Financial (or its assignee) will have no obligation hereunder (and any sums previously paid by Cat Financial to Vendor with respect to the Unit(s) shall be promptly refunded to Cat Financial) unless (a) all of the conditions set forth in Section 1.3 (if a master lease agreement) or Section 1 (if a non-master lease agreement) of the lease with the Lessee covering the Unit(s) have been timely fulfilled and (b) the Lessee has not communicated to Cat Financial (or its assignee), prior to "Delivery" (as hereinafter defined) of the Unit(s), an intent not to lease the Unit(s) from Cat Financial. All conditions specified in this paragraph shall be deemed timely fulfilled unless prior to Delivery of the Unit(s), Cat Financial (or its assignee) shall notify Vendor to the contrary in writing, which shall include fax or email. "Delivery" shall mean the later of the time (a) Cat Financial executes this Purchase Agreement or (b) the Lessee or its agent takes control and/or physical possession of the Unit(s).
3. Upon timely satisfaction of the conditions specified in Paragraph 2 above, ownership, title and risk of loss to the Unit(s) shall transfer to Cat Financial (or its assignee) upon Delivery of the Unit(s).
4. Vendor warrants that (a) upon Delivery of the Unit(s), Cat Financial (or its assignee) will be the owner of and have absolute title to the Unit(s) free and clear of all claims, liens, security interests and encumbrances and the description of the Unit(s) set forth herein is correct and (b) the Unit Transaction Price set forth on the front hereof for each unit of Unit(s) leased under a lease is equal to such Unit(s)'s fair market value.
5. Vendor shall forever warrant and defend the sale of the Unit(s) to Cat Financial (or its assignee), its successors and assigns, against any person claiming an interest in the Unit(s).
6. Provided that no event of default exists under any agreement between Lessee and Cat Financial and upon timely satisfaction of the conditions specified in Paragraph 2 above, and unless otherwise agreed to in this Purchase Agreement, Cat Financial (or its assignee) shall pay Vendor the total Purchase Price set forth on the front hereof for the Unit(s) within three business days following (a) the receipt and approval by Cat Financial of all documentation deemed necessary by Cat Financial in connection with the lease transaction and (b) all credit conditions have been satisfied.
7. Vendor shall deliver the Unit(s) to the Lessee at the delivery point set forth on the front hereof.
8. This Purchase Agreement may be assigned by Cat Financial to a third party. Vendor hereby consents to any such assignment.
9. This Purchase Agreement shall become effective only upon execution by Cat Financial.

Payment Schedule  
Contract Number 001-70075588



**1. PARTIES**

<b>LESSOR</b>	<b>LESSEE</b>
CATERPILLAR FINANCIAL SERVICES CORPORATION	CANDLER COUNTY BOARD OF COMMISSIONERS

**2. PAYMENT SCHEDULE**

<u>PAYMENT NUMBER</u>	<u>PAYMENT DATE</u>	<u>PAYMENT AMOUNT</u>
1 - 5	<u>7/15/xx</u>	\$35,465.25
6	<u>7/15/xx</u>	\$1.00

**SIGNATURES**

CATERPILLAR FINANCIAL SERVICES CORPORATION

CANDLER COUNTY BOARD OF COMMISSIONERS

Signature \_\_\_\_\_

Signature

Name (Print) \_\_\_\_\_

Name (Print) Bryan Aasheim

Title \_\_\_\_\_

Title Administrator

Date \_\_\_\_\_

Date 5/3/22



**CATERPILLAR INSURANCE COMPANY (CIC) SELECTION FORM**

Before financing your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

As an alternative to obtaining your own insurance, you may elect to have your equipment insured under coverage arranged by Caterpillar Insurance Services Corporation, that has been designed specifically for the purchasers of Cat® equipment.

**Please complete this form if you elect to insure your equipment with Caterpillar Insurance Company (CIC).**

### CIC Physical Damage Insurance Policy Summary

Please note: This is only a brief description of the CIC Physical Damage Insurance Program. Contractual provisions contained in the policy will govern.

#### Coverage

CIC Physical Damage Insurance protects your equipment against physical damage losses, including collision, fire, theft, vandalism, upset or overturn, floods, sinking, earthquakes and other unfortunate acts of nature. The protection has been designed for owners of heavy equipment and provides superior benefits you most likely would not find in other plans.

The CIC Physical Damage Insurance does include normal exclusions. Some important exclusions are wear and tear, rust, loss of income, war, nuclear damage, and mechanical breakdown, automobiles, watercraft, waterborne shipments, tires or tubes or mobile track belts damaged by blow-out, puncture, and road damage.

#### Repairs

When a covered loss occurs, this plan will pay for Cat® replacement parts on all your new or used Caterpillar equipment. On all equipment from other manufacturers, the plan will pay for comparable replacement parts.

#### Transportation

Your CIC plan will pay for round-trip transportation of covered damaged equipment to and from your Cat dealer's repair facility, up to \$2,500 limit.

#### Rental Reimbursement

The plan allows for rental costs up to \$2,500 that you incur to rent similar equipment following a covered loss. You are automatically protected with up to \$100,000 of coverage for damage to the similar equipment you rent.

#### Claims

In the event of a total loss, the policy will pay the greatest of the following:

- The payoff value of the loan on the damaged parts or equipment as of the date of loss or
- The actual cash value of that covered property; or
- The cost of replacing that property with property of like kind and quality

The policy will pay 10% of scheduled loss, up to a \$10,000 maximum for debris removal.

The policy will pay fire department service fees up to \$5,000.

#### Deductible

\$1,000 Construction and Agricultural Equipment Deductibles:  
\$5,000 deductible all logging Equipment

#### Customer Service

If you have any questions or need additional details, see your Authorized Cat Dealer or call CIC toll free at **1-800-248-4228**. You may also e-mail CIC at [physicaldamage@cat.com](mailto:physicaldamage@cat.com)

### POLICYHOLDER DISCLOSURE

#### NOTICE OF TERRORISM RISK INSURANCE ACT OF 2002

(as extended by the Terrorism Risk Insurance Extension Act of 2005, and as amended in 2007)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2007, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury - in concurrence with the Secretary of State, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended in 2007. However, your policy may contain other exclusions, which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers' liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced. The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is: \$ 0.00

**APPLICATION FOR CIC PHYSICAL DAMAGE INSURANCE**

Model #	Equipment Description	Serial #	VIN	Value Including Total Tax	Pymt Method-3 Total Premium	Pymt Method-1 Finance Pymt
1. D3-12LGP	Caterpillar Track Type Tractor	XKY02630		\$151,697.00	\$10,830.00	\$2,531.96

*Marsha Blaisdell*

Marsha Blaisdell, Authorized Insurance Producer

**Arranged by Caterpillar Insurance Services Corporation**

I understand that the total insurance premium for 60 months will be \$10,830.00, which is \$2166.00 per year based upon the total equipment value of \$151,697.00.

- Method 1  I will finance the insurance premium, including finance charges, of \$2,531.96 per scheduled equipment payment. The finance charge is calculated at 5.44% per annum on the total insurance premium covering the full term of the finance agreement. By choosing Method 1 and signing this document you are agreeing to finance the insurance along with the equipment payments with Caterpillar Financial Services Corporation.
- Method 2  I desire coverage for an initial 12 month term. I will pay the \$2166.00 premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 3  I will pay the total premium and return the payment with the signed equipment documents. Please make check payable to CIC.
- Method 4  I decline Caterpillar Insurance. I elect to obtain my own commercial insurance on the equipment shown from an agent or insurance company of my choice.

I understand that the quote I receive is not a binder of insurance. If I elect to obtain coverage from CIC, coverage will be effective in accordance with the terms and conditions of the issued Policy and that I may terminate the coverage at any time with advance written notice.

I acknowledge that I have been notified that, under the TERRORISM RISK INSURANCE ACT of 2002 (as extended by the Terrorism Risk Insurance Extension Act of 2005), any losses caused by certified acts of terrorism under my policy will result in coverage under my policy that will be partially reimbursed by the United States as outlined in the attached policyholder disclosure notification.

I also acknowledge I have been advised that, if I accept this insurance, an appointed licensed insurance producer will receive commission compensation.

Customer Name: CANDLER COUNTY BOARD OF COMMISSIONERS

Dealer Name: YANCEY BROS. CO.

Please note: If you would like a no obligation quote on your additional equipment, call 1-800-248-4228 extension 5754.

Accepted By: *[Signature]*

Name (PRINT): Bryan Hasheim

Title: Administrator

Date: 5/3/22

**Fraud Warning:**

**Applicable in AL, AR, DC, LA, MD, NM, RI and WV:** Any person who knowingly (or willfully)\* presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)\* presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. \*Applies in MD Only.

**Applicable in CO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Applicable in FL and OK:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)\*. \*Applies in FL Only.

**Applicable in KS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**Applicable in KY, NY, OH and PA:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)\*. \*Applies in NY Only.

**Applicable in ME, TN, VA and WA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)\* include imprisonment, fines and denial of insurance benefits. \*Applies in ME Only.

**Applicable in NJ:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**Applicable in OR:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**Applicable in PR:** Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

INSURANCE SELECTION FORM-OUTSIDE INSURANCE CARRIER



Before funding your equipment, you must arrange physical damage insurance on the equipment identified below. The insurance may be provided through an insurance agent or insurance company of your choice, provided the insurance company satisfies minimum financial requirements.

Physical Damage coverage must show that Caterpillar Financial Services Corporation has been named as loss payee for the equipment's replacement value. The deductible must be shown. Liability Coverage must be a minimum of \$1,000,000 or combined coverage for bodily injury and property damage per occurrence. Caterpillar Financial Services Corporation must be named as additional insured.

As an alternative to obtaining your own Physical Damage coverage, you may elect to have your equipment insured under coverage arranged by Caterpillar Financial Services Corporation designed specifically for the purchasers of Caterpillar equipment. If a quote is not included in your document package, please contact your Caterpillar Dealer, call 1-800-240-4228, or e-mail PhysicalDamage@cat.com.

Please complete this form to provide contact information for your liability coverage, as well as your physical damage coverage if you did not elect Caterpillar insurance for physical damage.

Transaction Number: 001-70075588 Dealer Name: YANCEY BROS. CO.
Customer's Name: CANDLER COUNTY BOARD OF COMMISSIONERS
Address: 1075 HIAWATHA SUITE A
METTER, GA 30439

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the following equipment, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc.

Table with 4 columns: Model #, Equipment Description, Serial #, VIN#, Value Including Tax. Row 1: 1. D3-12LGP, 2022 Caterpillar Track Type Tractor, XKY02630, \$151,697.00

ACCG - IRMA

Ashley Abercrombie

Insurance Agency

Insurance Agent's Name

191 Peachtree St NE Suite 700

Street Address

Atlanta

GA

30303

City

State

Zip

800-858-2224

404-522-1897

accginsurance@accg.org

Agent's Phone Number

Fax Number

E-mail Address

TO CUSTOMER'S INSURANCE AGENT

I hereby instruct you to add Caterpillar Financial Services Corporation as a Loss Payee for physical damage and as an Additional Insured for general liability:

- [X] To my existing policy number(s) 1000, which now provide the coverage required, or
[ ] To a policy or policies which you are authorized to issue in the name listed above which will provide the coverage required.

Signature

[Handwritten Signature]

Name(Print)

Bryan Aasheim

Title

Administrator

Date

5/3/22

PROCESSING OF THIS TRANSACTION MAY BE HELD PENDING RECEIPT OF THIS INFORMATION

PLEASE FORWARD A COPY OF THE CERTIFICATE OR BINDER EVIDENCING COVERAGE TO:
CATERPILLAR FINANCIAL SERVICES CORPORATION
2120 West End Avenue
Nashville, TN 37203

PLEASE ATTACH A COPY OF THIS NOTICE TO PROOF OF INSURANCE

CUSTOMER INFORMATION VERIFICATION  
Contract Number 001-70075588



CUSTOMER INFORMATION CHANGES TO CUSTOMER INFORMATION

Customer Name CANDLER COUNTY BOARD OF COMMISSIONERS

Physical Address: ~~705 N LEWIS STREET~~ 1075 E Hiawatha St, Ste A  
METTER, GA, 30439-3333 Metter GA 30439

Mailing Address: 1075 HIAWATHA, SUITE A  
METTER, GA, 30439

Equipment Location: 1075 E. HIAWATHA ST  
METTER, GA, 30439-3961

Business Phone: 912 685 2835 912 685 2835

E-mail Address: \_\_\_\_\_

The changes above apply to:  Current Request for financing  All active contracts

TAX INFORMATION

Tax Exempt\*\* Non-Exempt

Asset outside the City limits Yes  No

*\*\*A Tax Exemption Certificate is required for all tax exempt customer. If you are tax exempt - please enclose a current tax exemption certificate to be returned with your documents.*

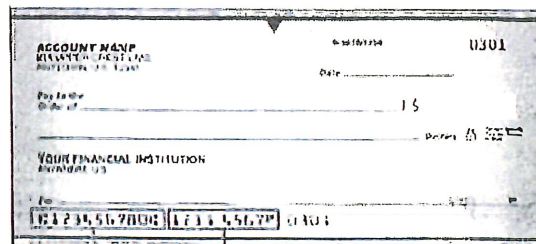
DIRECT PAY INFORMATION (Checking Account Information)

- I am currently on Direct Pay and authorize Direct Pay for this transaction. Please use my ACH information on file.
- I decline Direct Pay authorization at this time
- I request and authorize Caterpillar Financial Services Corporation ("Cat Financial") to begin debiting my account for the amounts due under the contract(s) indicated below, with debits made to my account and withdrawn by Cat Financial, provided my account has sufficient collected funds to pay the debit when presented. If my financial institution dishonors any debit for any reason, Cat Financial may issue another debit in substitution for the dishonored debit and will have no liability on account of a dishonored debit. I agree that Cat Financial's rights relating to each debit will be the same as if I had personally signed a check. I agree that I will be liable to make payment promptly, including any applicable late fees, if any debit is not paid, unless Cat Financial or its agents or affiliates are directly responsible for the nonpayment. I acknowledge that I may cancel this authorization at any time by written notice to Cat Financial, which notice will be effective 10 days after receipt; however, my cancellation of this authorization does not terminate, cancel or reduce my obligations under the contract(s). I understand that Cat Financial will not notify me in advance of any withdrawal and I agree to waive all pre-notification requirements in respect of all debits drawn under this authorization. Please use the information below to set up Direct Pay on:

Bank Name

Account Name (exactly as it appears on Check)

Routing Number



Routing Number Account Number

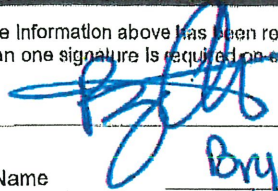
Account Number

Re-Enter Account Number

Current Request for financing  All active contracts (Does not apply to future transactions)

CUSTOMER SIGNATURE

The information above has been reviewed and is accurate to the best of my knowledge. For a joint account, all account holders must sign if more than one signature is required on checks issued against the account.

  
Name Bryan Aasheim  
Title Administrator

For questions or assistance with Direct Pay, or for information about your account, please contact Customer Service, 1-800-651-0567.

Thank you for selecting Caterpillar products and for allowing Caterpillar Financial Services Corporation to serve your financing needs. Included in this document package are all of the forms that will be needed for standard tax exempt lease purchase transactions. The forms have been designed to be clear, concise and user friendly. We have also provided a brief explanation of the purpose of each form. If you wish to discuss any of the forms or have any questions about any aspect of this transaction, we encourage you to contact your Caterpillar Dealer or Caterpillar Financial Services Corporation at 1-866-263-3791 Option # 5.

**A. Governmental Equipment Lease-Purchase Agreement.** The Governmental Lease-Purchase Agreement contains the terms that govern each transaction between us. It is the standard Caterpillar Financial Services Corporation tax exempt lease-purchase agreement, and provides that we will lease to you the equipment described therein pursuant to a full payout amortization schedule. A new Governmental Equipment Lease-Purchase Agreement will have to be signed in connection with each transaction.

**B. Lessee's Authorizing Resolution.** The Authorizing Resolution is evidence you have taken the necessary governing body actions to approve the Governmental Equipment Lease-Purchase Agreement. Although the authorizing instrument is often a resolution, it may also take other forms such as an ordinance. We are agreeable to using your customary or standard form provided it contains specific approval for the lease-purchase agreement, designates persons who are authorized to sign on your behalf and either approves the document forms or delegates this authority to a named official **C. Verification of Insurance.** The Certificate of Insurance is intended to supply information regarding the insurance coverage for the equipment being lease-purchased. You will need to supply the requested information to us so we can verify coverage.

**D. Opinion of Counsel.** An opinion of counsel is required in connection with each Governmental Equipment Lease-Purchase Agreement. The opinion is intended to confirm that you have complied with all open meeting laws, publication and notice requirements, procedural rules for governing body meetings, and any other relevant state or local government statutes, ordinances, rules or regulations. We would be unable to confirm compliance with these laws and regulations ourselves absent long delays and higher costs so we rely upon the opinion of your attorney since he/she may have been involved in the process to approve our transaction and is an expert in the laws and regulations to which you are subject. The opinion also confirms that you are an entity eligible to issue tax-exempt obligations and that the Governmental Equipment Lease-Purchase Agreement will be treated as tax-exempt as it is your obligation to ensure that you have complied with relevant tax law.

**E. Form of 8038G or GC.** Form 8038 is required by the Internal Revenue Service in order to monitor the amount of tax-exempt obligations issued. You have to execute a Form 8038 for each Governmental Equipment Lease-Purchase Agreement. Whether a Form 8038 G or GC is required depends on the original principal amount of the Governmental Equipment Lease-Purchase Agreement. If the original principal amount is less than \$100,000 Form 8038GC is filed with the IRS. If the original principal amount is \$100,000 or more Form 8038G is filed with the IRS. Choose the appropriate 8038 form and complete according to IRS guidelines. Contact your TM or Sales Support Representative for assistance. IRS Form 8038G

<http://www.irs.gov/pub/irs-pdf/8038g.pdf>

IRS Form 8038GC <http://www.irs.gov/pub/irs-pdf/8038gc.pdf>

This Explanation of Contents is prepared as an accommodation to the parties named herein. It is intended as an example of some of the documents that Caterpillar Financial Services Corporation, in its reasonable judgment, may require and is not intended to constitute legal advice. Please engage and use your own legal counsel. We understand that the laws of the various states are different so nothing herein shall be construed as a warranty or representation that the documents listed herein are the only documents that may be required in any particular transaction or that any particular transaction, if documented in accordance with this Explanation of Contents, will be a valid, binding and enforceable obligation enforceable against the parties named herein in accordance with the terms of the documents named herein.

**Meeting Minutes**

YANCEY BROS. CO.  
330 LEE INDUSTRIAL BLVD  
AUSTELL, GA 30168-7406

**Reference:**

CANDLER COUNTY BOARD OF COMMISSIONERS

We are requesting a copy of the minutes of the appropriation meeting during which the funds for this deal were allocated.

A copy of this information is necessary to complete the documentation package and to fund the deal. Your ability to return a complete package will ensure timely payment to you.

Thank you for your assistance.

CATERPILLAR FINANCIAL SERVICES CORPORATION  
DOCUMENTATION DEPARTMENT