

Candler County Board of Commissioners
Monday, February 3, 2025
5:00 p.m.

The following is a summary of the subjects acted on during the Monday, February 3, 2025 meeting (Summary of an open meeting in compliance with O.C.G.A. §50-14-1 (2)).

Chairman Brad Jones presided with Vice-Chairman Blake Hendrix, Commissioners David Morales, Jonathan Williamson and Tre' Ross in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank (remotely) and County Attorney Kendall Gross and Assistant Attorney, Cindy Delgado. The Metter Advertiser was notified of the meeting, but had no representative present.

Guests attending this meeting included: Candler County Sheriff, John Miles; Candler County Public Works Superintendent, Jerry Lanier; Candler County Landfill Manager, Robert Hendrix; City of Metter Fire Department, Chief Jason Douglas; Candler County Director, Xavier Winkler; Candler County EMS Director, Captain Justin Wells; Candler County Ag Extension Office, Susannah Lanier accompanied, 4H Junior Board Member, Natalie Edenfield; EMC Engineering Services, Daniel Chicola; Silicon Ranch, Patrick Ferrell; City of Metter Councilwoman, Victoria Gaitten; Larry Beasley, Curtis and Fronnie Barlow, Tim Spencer, Jodie Kemp, Terri and Mark Bland, Dixie Odom, Malaysia Kennedy, Berkley Eubanks, LaTonya Kennedy, Anslee Sheppard, Charissa Hall, Colby Tootle, Matt Beasley, Matt Kisber, Morgan Kreitner, Scott Hebden, Dennis and Cheryl Allen, Todd Kemp, Seth Dekle, Larry and Beverly Wright.

1. Call to Order

Chairman Jones called the meeting to order at 5:00 p.m.

2. Invocation and *Pledge of Allegiance* –

Chairman Jones called on Candler County 4H Junior Board Member, Natalie Edenfield, to deliver the invocation and lead the *Pledge of Allegiance*.

****Commissioner Williamson joined the meeting at 5:03 p.m.***

3. Approval of Agenda

Administrator Aasheim requested the agenda be amended and add the following items:

10. New Business

- b. Request for authorization to distribute \$280,000 to the Candler County Hospital from the collection of 1 mill from the 2024 tax year
- c. Request from Family Connection of Candler County for the Board of Commissioners of Candler County to serve as the fiscal agent for FY26 (July 1, 2025-June 30, 2026)
- d. Consideration of proposals submitted for repairs to structural damage at the recreation department

11. Report from County Administrator

- b. Metter-Candler Recreation Gym – Helene damages/repair

Commissioner Williamson made a motion to approve the agenda as amended. Commissioner Morales provided a second. The motion carried 4-0.

4. Department Reports

a) Metter Fire Department – Jason Douglas, Fire Chief

Chief Douglas approached the Board and presented the January 2025 fire report. (Exhibit A)

b) EMS – Xavier Winkler, Director

Candler County EMS Director, Xavier Winkler presented the January 2025 trip report to the Board. (Exhibit B)

Chairman Jones informed the Board that he recently toured the manufacturing facility in Woodbury, where the new ambulance is currently being built. During the visit, he had the opportunity to view the facility and observe a demonstration of the ambulance's hydraulic liquid spring suspension system. This advanced feature enables the ambulance body to smoothly lower and raise, enhancing patient loading and unloading efficiency and safety. In conclusion, the ambulance is scheduled to complete production and is expected to arrive within 60 days.

c.) Roads & Bridges – Jerry Lanier, Roads Superintendent

Candler County Public Works Superintendent, Jerry Lanier, provided the Board with an update on the conditions of roads and bridges in Candler County. He reported that with improved weather conditions, the road crew has caught up on maintenance and is now focusing on pulling ditches. Chairman Jones informed Superintendent Lanier that the Commissioners would be visiting the county shop on February 17th at 3:30 PM for the rescheduled Facility and Property Inspection Workshop.

c) Solid Waste – Robert Hendrix, Landfill Supervisor

Candler County Landfill Manager, Robert Hendrix, provided the Board with an update on landfill operations for January. He inquired whether Administrator Aasheim had spoken with the engineers. Aasheim responded that the matter was on the agenda and would be addressed under item 9.h.—Consideration of proposed erosion control improvements for the Candler County Landfill, as recommended by HHNT, at an estimated cost of \$162,773.60. The discussion will include determining an action plan and selecting a potential funding source. Mr. Hendrix noted that a significant amount of dirt would need to be hauled for the project.

d) Recreation – Mike Robins, Recreation Director

Candler County Recreation Department Director, Mike Robins, was unable to attend the meeting. Administrator Aasheim provided a report on his behalf, delivering the update prepared by Coach Robins.

- Spring sports registration is now open
- Central Fence is nearing completion of repairs on the two remaining fields that were damaged during Hurricane Helen—Field 3 and the football field
- Bids for repairs to damaged roofs and grandstands will be addressed in the meeting later under New Business, item d. Consideration of proposals submitted for repairs to structural damage at the recreation department.
- The Corp of Engineers and community volunteers have put in a lot of work cleaning up the debris at the recreation department and walking trail left by Hurricane Helene.
- Trying to contact companies to repair the damaged playground equipment.

- Finally, Coach Robins is requesting fields 5 and 7 be opened now that the perimeter fencing is repaired. Aasheim suggested leave the fields closed until all of the repairs could be made.
- e) Assessor's Office – Report Only
- f) Sheriff's Office – Candler County Sheriff, John Miles, was present at the meeting to answer questions from the Board on the Sheriff's Office statistics report that was provided for the month of January 2025. There were no questions from the Board.
- g) Administrator Aasheim gave an update on the amount of building permits that are have gone from two permits in 2024 to sixteen in the month of January 2025. Identifying the setbacks on the permit seems to be the holdback on processing these requests more quickly.

5. Approval of Minutes –

- a) December 13, 2024 called meeting
- b) January 6, 2025 regular meeting
- c) January 21, 2025 regular meeting

Commissioner Morales made a motion to approve the minutes as presented. Commissioner Williamson provided a second. The motion carried 4-0.

6. Financial Report – December 31, 2024

Administrator Aasheim presented the December 31, 2024 reconciled financial report and elaborated on the following pieces of the report.

- Total General Fund balance with investments and all general fund checking accounts at the close of 2024 was \$2,965,66.23, with only \$586,916.57 in the general fund operating account, which was just enough to cover two payroll cycles.
- Tax Commissioner check was received mid-January and the current balance today in the general fund operating account alone is just over \$4 million.
- Landfill Closure Synovus Investment and Queensborough checking accounts total balance is \$2,141,574.50.
- The Shared Service Districts Synovus Investment and Queensborough checking accounts total balance is \$1,192,048.00.
- The Health Insurance Fund amounts for the reserve account is \$1,361,099.60 and claims account is \$386,436.90 for a total of \$1,747,536.21 in Fund 601.
- Revenues will improve for the January 31, 2025 report than on this report due to the Tax Commissioner turning over 90% of the taxes collected. Currently, the revenue accounts are exceeding the percentages for the anticipated budget at this time due to the three major storms from 2024. (Helene, Debby, and the catastrophic rainfall)
- 2024 SPLOST distributions for December 2024 equaled \$176, 986.63
- Additionally, efforts are underway to present financials without relying on the audit report, which is a year behind. A spreadsheet was presented detailing accounts, projects, and jail funding. The county is working to balance both the jail construction project and other necessary projects requiring funding.

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

a) Silicon Ranch (SR Metter, LLC) – Comments regarding a proposed solar panel facility on Canoochee and Collins Rd

Speaker 1: Matt Kisber (Co-founder & Chairman of the Board)

- Provided a brief history of Silicon Ranch and its founding vision.
- Shared three core company beliefs:
 1. Success is measured by the success of their partners.
 2. Commitment to integrity—no cutting corners.
 3. They always follow through on commitments.
- Emphasized their unique approach to land ownership, avoiding selling projects to third parties.
- Highlighted their innovation in integrating livestock with solar energy (expanding from 700 to nearly 4,000 sheep, with a goal of 30,000 by the decade's end).
- Discussed their partnership with SolarCycle for solar product recycling.
- Explained the expected benefits for Candler County:
 1. Over \$1 million in revenue in year one, \$13 million over 25 years.
 2. Minimal impact—no traffic, noise, or full-time jobs associated with manufacturing.
- Concluded that the project aligns well with Candler County's interests.

Speaker 2: Matt Beasley (Chief Commercial Officer & Board Member)

- Expressed gratitude for the opportunity to speak.
- Stated Silicon Ranch's intent to invest over \$100 million in Candler County as a long-term land and tax-paying stakeholder.
- Provided an overview of the company:
 - Founded in 2011, now a leading provider of solar energy, battery storage, and carbon solutions.
 - One of the top five alternative power producers in the U.S.
 - Active in 16+ states and Canada, with 7,000+ megawatts of solar projects.
 - Pioneered solar in Georgia, investing \$4 billion since 2014.
 - Worked with Georgia Power and local co-ops to boost economic activity in multiple counties.
 - Created over 6,500 jobs in Georgia.

No questions were raised by the Board, and the meeting proceeded.

b) New Life Church (James Burnsed, Rusty Rushing) – Comments regarding a sign permit application for a digital sign

James Burnsed and Rusty Rushing were not present to speak on the matter.

Chairman Jones opened the floor for public input.

Todd Kemp's Concerns:

- The **Silicon Ranch project** is directly affecting him, as it is located near his home.
- He is concerned about having to look at the project for **the next 40 years**, given its lifespan.
- He emphasized that **nothing comes for free**, and future generations may bear the costs.
- Questioned **Silicon Ranch's partnership with Solarcycle**, noting that they have never decommissioned a solar farm before.
- Urged the Board to consider how they would feel if the project were in **their own backyards** before making a decision.

Bobby Odom's Perspective:

- **Personal Experience:** As a farmer facing financial challenges, Mr. Odom has benefited from hosting a cell tower on his property for 26 years, which has helped him pay for his house.
- **Support for Solar Farm:** He believes that solar panels are quiet and can provide significant revenue.
- **Economic Benefits:** Mr. Odom emphasized that the projected \$13 million in revenue over the next 25 years from the Silicon Ranch project could fund local infrastructure, such as the jail, and address budget shortfalls.
- **Appeal to Community:** He urged his neighbors to consider the substantial tax revenue the project would bring to the county.

Mr. Odom's comments highlight the potential economic advantages of the Silicon Ranch project for the local community.

Mark Bland's Support for the Silicon Ranch Project:

- **Local Resident:** Mr. Bland has lived in Candler County his entire life, except for his college years at the University of Georgia.
- **Property Ownership:** His family owns 600 acres of land, including three houses, timber, and three lots in Metter, contributing significantly to local taxes.
- **Economic Perspective:** He supports the Silicon Ranch project, believing that the anticipated revenue would benefit Candler County.

Mr. Bland's comments highlight local support for the Silicon Ranch project, emphasizing its potential positive impact on the county's economy.

Larry Wright's Perspective:

- **Agricultural Concerns:** Mr. Wright highlighted the rising costs and scarcity of food items, such as eggs priced at \$7 per dozen, and questioned the agricultural productivity of solar farms.
- **Rhetorical Questions:** He asked how many eggs, board feet of lumber, cabbage, corn, lettuce, or grain a solar farm produces, emphasizing the potential trade-offs between energy production and traditional agriculture.

- **Neutral Stance:** Mr. Wright clarified that he is neither promoting nor opposing solar farms but aims to present considerations regarding their impact on local agriculture.

Mr. Wright's comments underscore the importance of evaluating the balance between renewable energy projects and agricultural productivity, prompting the Board to consider the broader implications of land use decisions.

Dennis Allen's Perspective:

- **Local Resident:** Mr. Allen has been a Candler County citizen for most of his 59 years.
- **Financial Background:** He has spent most of his career in the banking industry.
- **County Budget Concerns:** Mr. Allen highlighted deficiencies in the county's financial report, emphasizing that if these are not addressed, residents may experience a decline in services.
- **Support for the Solar Farm:** He believes the Silicon Ranch project could alleviate financial shortfalls, such as those related to the jail and infrastructure projects.
- **Economic Benefits:** Mr. Allen noted that the project is a \$100 million investment that could generate \$1 million in taxes in its first year, potentially covering deficits without tapping into SPLOST funds.
- **Personal Note:** He mentioned speaking as a taxpayer and urged the Board to consider the project's benefits carefully.

Mr. Allen's comments underscore the potential financial advantages of the Silicon Ranch project for Candler County, particularly in addressing budgetary shortfalls and funding essential services.

****Vice-Chairman Blake Hendrix joined the meeting at 5:45 p.m.****

Cheryl Allen's Perspective:

- **Background:** A resident of Cannoochee Road with 800 acres of land where the solar panel farm project is to be placed.
- **Land Use:** Stated that none of the land involved in the Silicon Ranch project is suitable for cultivation as it is timberland.
- **Hurricane Impact:** Recently had to clear-cut 100 acres due to hurricane damage and wants to replant timber but acknowledges there are no guarantees.
- **Agrivoltaics & Environmental Benefits:**
 - Mentioned research on how solar farms can incorporate sheep grazing and pollinator-friendly flowers to support bee populations and agriculture.
 - Highlighted those solar farms can contribute positively to the agricultural food industry.
- **Support for Silicon Ranch:**
 - Believes the company is committed to being good stewards of the land.
 - Encouraged others to research the company, stating they operate as an agricultural business.

Cheryl Allen's comments emphasize the **environmental benefits of solar energy**, particularly its potential synergy with **agriculture and land stewardship**.

Tim Spencer's Perspective:

- **Attendance:** Mr. Spencer has attended seventeen hearings on the matter.
- **Neutral Stance on Solar Farms:** He has no objections to solar farms or the Silicon Ranch company.
- **Location Concerns:** His primary concern is the proposed location of the project, emphasizing the importance of "location, location, location."

Mr. Spencer's comments highlight the significance of carefully considering the placement of solar farms to address community concerns.

Chairman Jones invited anyone who wished to address the Board to approach the podium. When no one stepped forward, he proceeded to the applications for Commission approval section of the meeting.

8. Application for Commission approval

With no applications to review, Chairman Jones proceeded to the old business section of the meeting.

9. Old Business

a) Consideration of proposals for installation of field lights damaged during Hurricane Helene at the recreation department and a request for SPLOST funding

Chairman Jones made a motion to table the item Consideration of proposals for installation of field lights damaged during Hurricane Helene at the recreation department and a request for SPLOST funding. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

b) Consideration of a proposal from Davis Heating & Air for replacement of the HVAC system in the old weight room facility at the recreation department, and a request for SPLOST funding

Administrator Asheim presented the proposal and noted that in a prior meeting, it was discussed that Davis Heating & Air is under contract to provide HVAC servicing and maintenance for Candler County. As part of that contract, they hold a sole bidder agreement for projects costing under \$13,000. The previous Board of 2024 had requested this proposal, as the facility is used by 4H members for BB training. One of the primary reasons the weight room is not utilized by the County and is not accommodating for 4H activities is that the HVAC system is nonfunctional.

The original plan was to fund the project with ARPA funds; however, those funds had to be spent or allocated by December 31, 2024. Due to this deadline, Administrator Asheim requested SPLOST funds as an alternative funding source, should the sitting Commission choose to approve the proposal.

Vice-Chairman Hendrix made a motion to approve the proposal from Davis Heating & Air for the replacement of the HVAC system in the old weight room facility at the recreation department to be funded with 2018 SPLOST in the amount of \$13,000.00. Commissioner Williamson provided a second. The motion carried 5-0. (Exhibit D)

- c) **Consideration of a request from the Georgia Department of Transportation (GDOT) for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier II bridge project (0019184) located on Fortner Rd, 1.5 mi. south of Metter, GA, with an initial financial commitment of \$75,000**

Administrator Aasheim presented a request from the Georgia Department of Transportation (GDOT) for a memorandum of agreement from the Board of Commissioners regarding a **Tier II bridge project** on Fortner Road, 1.5 miles south of Metter, GA. The project requires a **\$75,000 local commitment** from TSPLOST discretionary funds for right-of-way acquisition or engineering.

This LOCBR Program is the same one used for the Portal Highway bridges, for which the local funding has already been paid. If the county does not approve the memorandum, GDOT will not proceed with the project. Given the county's aging bridges and the expected heavy truck traffic due to the nearby **Industrial Park**, Aasheim strongly recommended approval.

Commissioner Ross made a motion to agree to the request from the Georgia Department of Transportation (GDOT) for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier II bridge project (0019184) located on Fortner Rd, 1.5 mi. south of Metter, GA, with an initial financial commitment of \$75,000. Commissioner Morales provided a second. The motion carried 5-0.

- d) **Consideration of a request from GDOT for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier I bridge project (0019185) located on Olliftown Rd, 9.6 mi north of Metter, GA, with an initial financial commitment of \$50,000**

Administrator Aasheim requested the Board to consider GDOT's request for a **Memorandum of Agreement** from the **Board of Commissioners** for a **LOCBR Tier I bridge project (0019185)** on **Olliftown Road over Fifteen Mile Creek**, located **9.6 miles north of Metter, GA**, near the **Emanuel County line**. The **initial financial commitment is \$50,000**. Aasheim noted that this agreement is similar to a previous item but at a **Tier I scale cost**. Chairman Jones reiterated the details and called for a motion on the item.

Vice-Chairman Hendrix made a motion to agree to the request from GDOT for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier I bridge project (0019185) located on Olliftown Rd, 9.6 mi north of Metter, GA, with an initial financial commitment of \$50,000. Commissioner Williamson provided a second. The motion carried 5-0.

- e) **Consideration of Authorization for Work No. 53 under agreement dated April 15, 2013 to authorize EMC Engineering to perform a engineering services related to the 2025 Candler County L98MIG project (Rosemary Ch. Rd & Dutch Ford Rd) at a proposed cost of \$31,000 to be paid from TIA discretionary funds**

Administrator Aasheim invited Dan Chicola from EMC Engineering Services, Inc. to the podium to provide details on Work No. 53 under the agreement dated April 15, 2013. The purpose is to authorize EMC Engineering to perform engineering services for the 2025 Candler County L98MIG project, which includes work on Rosemary Church Road and Dutch Ford Road.

Dan Chicola stated that this work order pertains to the 2025 LMIG project and was approved by the Commission during the last meeting. He explained that the bidding process would include options to ensure the project remains within budget while meeting the 10% requirement. He emphasized the importance of collaboration to manage costs effectively. Chicola noted that the board members were already familiar with the project but welcomed any questions.

Chairman Jones then asked the board members if they had any questions regarding the project, which had been discussed in detail on January 6th. Hearing no further discussion, Chairman Jones called for a motion.

Commissioner Morales made a motion to approve the Authorization for Work No. 53 under agreement dated April 15, 2013 to authorize EMC Engineering to perform a engineering services related to the 2025 Candler County L98MIG project (Rosemary Ch. Rd & Dutch Ford Rd) at a proposed cost of \$31,000 to be paid from TIA discretionary funds. Commissioner Ross provided a second. The motion carried 5-0. (Exhibit E)

f) Consideration of a Master Services Agreement between Chloeta and Candler County for provision of planning services for the Hazard Mitigation Plan for a “not to exceed” cost of \$27,383.98 to be paid from general funds and reimbursed under a GEMA hazard mitigation grant

Administrator Aasheim requested the Board consider a Master Services Agreement between Chloeta and Candler County for planning services related to the Hazard Mitigation Plan. The agreement includes a "not to exceed" cost of \$27,383.98, which will be paid from general funds and later reimbursed through a GEMA hazard mitigation grant.

EMA Director Justin Wells was present to answer any questions. Aasheim reminded the Board that during the January 6th meeting, proposals were presented, and the Board voted to proceed with Chloeta, as they offered the best price and had the most experience in providing this service. He noted that the agreement presented aligns with the approved costs.

Following this, Chairman Jones made a motion to enter into the Master Services Agreement between Chloeta and Candler County for provision of planning services for the Hazard Mitigation Plan for a “not to exceed” cost of \$27,383.98 to be paid from general funds and reimbursed under a GEMA hazard mitigation grant. Commissioner Ross provided a second. The motion carried 5-0. (Exhibit F)

g) Consideration of a proposal from Municode (Civicplus) for republication, supplementation and online code hosting of the Candler County Code of Ordinance for a one-time cost of \$12,040 and an annual cost of \$3,375 to be paid from general funds

Administrator Aasheim presented a proposal from Municode (CivicPlus) for codifying and hosting Candler County’s ordinances. He explained that local governments are required to codify ordinances and make them accessible to the public. However, Candler County has not updated its codification in years and currently maintains ordinances in Word documents and local

storage. Many local governments use Municode for ordinance management and online hosting to improve accessibility for citizens.

Commissioner Williamson moved to approve the proposal from Municode (CivicPlus) for the republication, supplementation, and online hosting of the Candler County Code of Ordinances at a **one-time cost of \$12,040** and an **annual cost of \$3,375**, to be paid from the **General Fund**.

And, to authorize the County Administrator to execute all necessary agreements with Municode and coordinate the implementation process to ensure timely completion. Commissioner Morales provided a second. The motion carried 5-0. (Exhibit G)

h) Consideration of proposed erosion control improvements for the Candler County Landfill as recommended by HHNT at an estimated cost of \$162,773.60, determination of an action plan, and selection of a potential funding source

Administrator Aasheim presented Item 9H, which involved the consideration of proposed erosion control improvements for the Candler County Landfill, as recommended by HHNT. The estimated cost for the project is \$162,773.60. The discussion included determining an action plan and selecting a potential funding source as the general fund.

Chairman Jones made a motion to move forward with the proposed erosion control improvements for the Candler County Landfill as recommended by HHNT at an estimated cost of \$162,773.60, soliciting bids for this project, and select the general fund as the funding source. Commissioner Morales provided a second. The motion carried 5-0.

i) Consideration of an amendment/change to the Candler County Signs Ordinance

Administrator Aasheim requested that the Commissioners consider an amendment to the Candler County Sign Ordinance. The current ordinance prohibits digital animation on signs, except for displaying the date and time. He noted that the original ordinance was drafted as a comprehensive regulation for both billboards and signs. However, he is uncertain whether the intent of the sitting commission at the time was to impose a complete prohibition. While he understands the restriction on billboards, Aasheim had less of a concern for smaller business signs or church signs, which is what spurred the consideration of amending this ordinance.

The proposed amendment, drafted by Attorney Gross and presented by Administrator Aasheim, would allow digital signs to display static images but prohibit animations, flashing lights, or other moving elements. He suggested that it may be advantageous to amend the ordinance now in anticipation of the county's expected growth.

Chairman Jones made a motion to approve an amendment/change to the Candler County Signs Ordinance. Commissioner Williamson provided a second. The motion carried 5-0. (Exhibit H)

j) Consideration of a proposal from Neal’s plumbing for replacement of floor drains and flooring at a cost of \$3,900 per bathroom

Chairman Jones recused himself and left the meeting at 6:27 p.m., turning the meeting over to Vice-Chairman Hendrix. Following a discussion, Vice-Chairman Hendrix recommended that the item be tabled. Commissioner Williamson then made a motion to table the proposal from Neal’s Plumbing for the replacement of floor drains and flooring at a cost of \$3,900 per bathroom. Vice-Chairman Hendrix seconded the motion, which passed with a 4-0 vote, with Chairman Jones recusing himself from the decision.

Chairman Jones rejoined the meeting at 6:29 p.m. and resumed his role as chair.

k) Consideration of recommendations for corrective action to safety hazards on Candler County Right-of-way Encroachment – Salem Church Road; and, the extension of a 48” pipe 24 feet to allow for a slope to be built to resolve future drainage issues.

Administrator Aasheim requested Dan Chicola to present highlights from his meeting with Chairman Jones and the landowner who had been digging a pond and storing dirt on the shoulder of the road, raising concerns about potential liability for damages to county property. The landowner complied with the county’s requests, and grass has since been established on both the affected area and the west side of the road.

The report from EMC Engineering included a comment about extending the pipe, which Chicola noted would improve road safety. After discussing the report, the board reached a consensus to deny the landowner's request to establish a driveway at this time, as he had covered the county’s culvert. The board agreed to table the item until the February 17th meeting.

Vice-Chairman Jones made a motion to table the item, Consideration of recommendations for corrective action to safety hazards on Candler County Right-of-way Encroachment – Salem Church Road; and, the extension of a 48” pipe 24 feet to allow for a slope to be built to resolve future drainage issues. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

l) Consideration of a TIA Local Agreement with Georgia Department of Transportation and Candler County – Lake Church Road - PI-0018463

Administrator Aasheim presented a TIA Local Agreement with the Georgia Department of Transportation (GDOT) for the paving of Lake Church Road – PI-0018463 for the Board’s consideration. Dan Chicola then approached to present the report from EMC Engineering. It was noted that the agreement must be executed before the project can proceed. Chairman Jones noted that he received a phone call earlier today regarding this particular road. Superintendent Lanier emphasized that the paving project is a definite need.

Commissioner Williamson made a motion to approve the TIA Local Agreement with Georgia Department of Transportation and Candler County – Lake Church Road - PI-0018463. Commissioner Morales provided a second. The motion carried 5-0. (Exhibit I)

10. New Business

a) Consideration of proposals submitted for emergency repairs to the backup diesel generator for the Sheriff's Office and Detention Center

Administrator Aasheim stated that he was not prepared to discuss the item at this time and requested that the Commissioners table it until February 17th's meeting.

Vice-Chairman Hendrix made a motion to table the item, Consideration of proposals submitted for emergency repairs to the backup diesel generator for the Sheriff's Office and Detention Center. Commissioner Ross provided a second. The motion carried 5-0.

b) Request for authorization to distribute \$280,000 to the Candler County Hospital from the collection of 1 mill from the 2024 tax year

Administrator Aasheim presented a request from the Candler County Hospital Authority to distribute \$280,000 from the collection of the 1-mill levy for the 2024 tax year from the Hospital Reserve account.

Chairman Jones made a motion to authorize the distribution of \$280,000.00 from the Candler County Hospital Reserve account to the Candler County Hospital Authority turning over the funds to the Candler County Hospital for the 1 mill levy for the 2024 tax year. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

c) Request from Family Connection of Candler County for the Board of Commissioners of Candler County to serve as the fiscal agent for FY26 (July 1, 2025-June 30, 2026)

Administrator Aasheim presented a request from Candler County Family Connection LLC for the Board of Commissioners to serve as the fiscal agent for FY26 (July 1, 2025 – June 30, 2026). He noted that neither the agreement nor the official request from the state has been received and requested that the item be tabled until the February 17th meeting.

Vice-Chairman Hendricks made a motion to table the request from Family Connection of Candler County for the Board of Commissioners of Candler County to serve as the fiscal agent for FY26 (July 1, 2025-June 30, 2026). Commissioner Williamson provided a second. The motion carried 5-0.

d) Consideration of proposals submitted for repairs to structural damage at the recreation department

Administrator Aasheim presented proposals for repairs to structural damage at the recreation department caused by Hurricane Helene. He provided an attached proposal, bid tabulations, and additional details on insurance proceeds received to date.

William Bird Construction submitted the required insurance and contractor licensing documentation with their proposal, whereas the other two bidders did not include or meet these requirements. Following a discussion regarding funding—where insurance proceeds would cover the costs and any uncovered expenses could potentially be covered by FEMA—Administrator Aasheim recommended that the Commissioners accept the bid from William Bird Construction for the repairs at the recreation department.

CONTRACTOR LICENSE #	William Bird Construction LLC		Harrison Home	Coastal Plains Home Improvement	ACCCG INSURANCE ESTIMATE - ACV		DEPRECIATION	TOTAL CLAIM
	RBI002107							
LEANING BLEACHER COVER	\$ 2,275.00	\$ 5,509.10		\$ 8,244.89				
CONSTRUCT NEW BLEACHER COVER	\$ 9,116.00	\$ 8,262.79						
BATTING CAGE ROOF	\$ 17,100.00	\$ 9,091.92		\$ 13,475.07				
CONCESSIONS	\$ 3,845.00	\$ 6,406.63		\$ 1,843.20	\$ 16,101.27	\$ 3,905.62		\$ 20,006.89
RAY TOOTLE TRAIL PAVILION	\$ 12,762.00	\$ 9,460.17		\$ 3,725.74	\$ 18,191.49	\$ 3,709.18		\$ 21,900.67
	\$ 45,098.00	\$ 38,730.61		\$ 27,288.90				
ALTERNATE SUGGESTED: REPAIR ADDITIONAL DAMAGE TO PAVILION	\$ 11,810.00							
ALTERNATE SUGGESTED: PAINT PAVILION		\$ 2,495.00						

Vice-Chairman Jones made a motion to award the project that is for repairs to structural damage at the recreation department to William Bird Construction, LLC. at a cost of \$45,098.00 and also the \$11,810.00 for the ad alternate for the pavilion to be done last for a total of \$56,908.00. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

11. Report from County Administrator

a) Allgreen Services – Notification of price increase

Administrator Aasheim presented Allgreen’s annual price increase letter. Allgreen independently provides poly cart garbage collection for the unincorporated areas of Candler County. The County collects fees from residents for garbage collection and pays Allgreen for these services, allowing the cost to remain 1/3% lower than the direct-to-consumer rate. Over the past 18 to 24 months, Allgreen has faced challenges in service delivery due to personnel issues. A key benefit of the agreement is a 5% cap on rate increases. However, the letter initially reflected a 5.2% increase in error. This mistake has been brought to Sam Sullivan’s attention, and a revised letter will be issued with the correct 5% rate cap.

b) Metter-Candler Recreation Gym – Helene damages/repair

Administrator Aasheim informed the Board that Chairman Jones had met with the contractor and Coach Robins at the Recreation Department to discuss available options. The initial insurance estimate for the damage to the gym was approximately \$880,000, with \$450,000 of that amount classified as depreciation. As a result, the insurance carrier issued a payment of \$440,000 to the County.

The County will need to cover the repair costs upfront and then apply for the depreciation reimbursement. The contractor's proposal for the repairs came in at approximately \$1.2 million. Aasheim noted that he has questions for the insurance carrier regarding the scope and extent of the required repairs to qualify for the depreciation reimbursement. He hopes to bring information more substantial in the next meeting on February 17th.

Administrator Aasheim also brought the following items to the Board:

- FY2024 Audit Update: He provided an update on the audit's progress and emphasized his efforts to complete it before tax season begins.
- Opening Day: Scheduled for March 29, 2025.
- Cleaning Services Issues: There are ongoing concerns with the cleaning services. The County is working on collecting better documentation of the issues and reviewing the contract.
- FLOST Discussions: He inquired whether the Commission would be prepared in six weeks to begin discussions with the City of Metter regarding the FLOST.
- FY2026 Budget: He will have the FY2026 Budget Schedule prepared and available at the next meeting.

He concluded the Administrator's Report with a request for executive session.

12. Report from Attorney

Attorney Gross stated all of his concerns were addressed in a previous item.

13. Reports from Commissioners

District 1 – Commissioner David Morales: Expressed appreciation for the good work done during the snowstorm.

District 2 – Commissioner Jonathan Williamson: Reported that everything is going well in District 2.

District 3 – Commissioner Tre' Ross: Stated that everything is good in District 3.

District 4 – Vice-Chairman Blake Hendrix: Had no updates to report from District 4.

14. Report from Chairman

Chairman Jones expressed his gratitude to all the services and departments that worked together during the snowstorm. He acknowledged that Thursday and Friday presented hazardous road conditions but noted that there were very few accidents. He added that while everyone was excited to see the snow, they were equally happy to see it melt.

15. Executive Session – Personnel

Chairman Jones moved to exit into Executive Session to discuss personnel at 7:08 p.m. Commissioner Williamson provided a second to the motion. The motion carried 5-0.

Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:40 p.m. Commissioner Williamson provided a second to the motion. The motion carried 5-0.

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

Action taken after Executive Session

Chairman Jones moved to hire Gloria Page as a part time EMT with Candler EMS. Commissioner Ross provided the second to the motion. The motion carried 5-0.

Chairman Jones moved to hire Jessica Gonzalez to fill the vacant administration – payroll position. Commissioner Ross provided the second to the motion. The motion carried 5-0.

16. Adjournment

At 7:44 p.m., Chairman Jones moved to adjourn the meeting. Commissioner Williamson provided the second to the motion. The motion carried 5-0.

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Kellie Lank, County Clerk

DRAFT

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
February 3, 2025

1. Call to Order
2. Invocation and *Pledge of Allegiance* – Natalie Edenfield, Candler County 4H Junior Board
3. Approval of Agenda
4. Department Reports
 - a. Metter Fire Department – Jason Douglas, Fire Chief
 - b. EMS – Xavier Winkler, Director
 - c. Roads & Bridges – Jerry Lanier, Roads Superintendent
 - d. Solid Waste – Robert Hendrix, Landfill Supervisor
 - e. Recreation – Mike Robins, Recreation Director
 - f. Assessor’s Office – Report Only
 - g. Sheriff’s Office – Report Only
5. Approval of Minutes –
 - a. December 13, 2024 called meeting
 - b. January 6, 2025 regular meeting
 - c. January 21, 2025 regular meeting
6. Financial Report – December 31, 2024
7. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Silicon Ranch (SR Metter, LLC) – Comments regarding a proposed solar panel facility on Canoochee and Collins Rd
 - b. New Life Church (James Burnsed, Rusty Rushing) – Comments regarding a sign permit application for a digital sign
8. Application for Commission approval
9. Old Business
 - a. Consideration of proposals for installation of field lights damaged during Hurricane Helene at the recreation department and a request for SPLOST funding
 - b. Consideration of a proposal from Davis Heating & Air for replacement of the HVAC system in the old weight room facility at the recreation department, and a request for SPLOST funding
 - c. Consideration of a request from the Georgia Department of Transportation (GDOT) for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier II bridge project (0019184) located on Fortner Rd, 1.5 mi. south of Metter, GA, with an initial financial commitment of \$75,000
 - d. Consideration of a request from GDOT for a memorandum of agreement from the Board of Commissioners for a LOCBR Tier I bridge project (0019185) located on Olliftown Rd, 9.6 mi north of Metter, GA, with an initial financial commitment of \$50,000

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA

AGENDA

REGULAR MEETING

5:00 P.M.

February 3, 2025

- e. Consideration of Authorization for Work No. 53 under agreement dated April 15, 2013 to authorize EMC Engineering to perform a engineering services related to the 2025 Candler County L98MIG project (Rosemary Ch. Rd & Dutch Ford Rd) at a proposed cost of \$31,000 to be paid from TIA discretionary funds
- f. Consideration of a Master Services Agreement between Chloeta and Candler County for provision of planning services for the Hazard Mitigation Plan for a “not to exceed” cost of \$27,383.98 to be paid from general funds and reimbursed under a GEMA hazard mitigation grant
- g. Consideration of a proposal from Municode (Civicplus) for republication, supplementation and online code hosting of the Candler County Code of Ordinance for a one-time cost of \$12,040 and an annual cost of \$3,375 to be paid from general funds
- h. Consideration of proposed erosion control improvements for the Candler County Landfill as recommended by HHNT at an estimated cost of \$162,773.60, determination of an action plan, and selection of a potential funding source
- i. Consideration of an amendment/change to the Candler County Signs Ordinance
- j. Consideration of a proposal from Neal’s plumbing for replacement of floor drains and flooring at a cost of \$3,900 per bathroom
- k. Consideration of recommendations for corrective action to safety hazards on Candler County Right-of-way Encroachment – Salem Church Road; and, the extension of a 48” pipe 24 feet to allow for a slope to be built to resolve future drainage issues.
- l. Consideration of a TIA Local Agreement with Georgia Department of Transportation and Candler County – Lake Church Road - PI-0018463

10. New Business

- a. Consideration of proposals submitted for emergency repairs to the backup diesel generator for the Sheriff’s Office and Detention Center
- b. Request for authorization to distribute \$280,000 to the Candler County Hospital from the collection of 1 mill from the 2024 tax year
- c. Request from Family Connection of Candler County for the Board of Commissioners of Candler County to serve as the fiscal agent for FY26 (July 1, 2025-June 30, 2026)
- d. Consideration of proposals submitted for repairs to structural damage at the recreation department

11. Report from County Administrator

- a. Allgreen Services – Notification of price increase
- b. Metter-Candler Recreation Gym – Helene damages/repair

12. Report from Attorney

13. Report from Chairman

14. Reports from Commissioners

15. Executive Session - Personnel

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
February 3, 2025

16. Adjournment

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Brad Jones
Chairman

Bryan Aasheim
County Administrator

Blake Hendrix
Vice-Chairman

David Morales
Commissioner

Jonathan Williamson
Commissioner

Tre' Ross
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Brad Jones, 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 February 3, 2025.

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

3.
The executive session was called to order at 7:08 p.m.

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

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

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

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

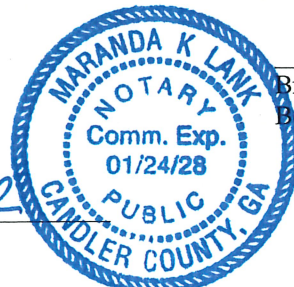
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

_____ Other

This 3rd day of February 2025.

Sworn to and subscribed before me
This 3rd day of February 2025.

Maranda K. Lank
Notary Public



Brad Jones
Brad Jones, 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

Metter Fire Rescue Response List
Jan-25

Call Type and Jurisdiction

Jan-25

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	2	0	2	0	2	14	1	1	7	1	31
County	2	1	3	7	1	10	0	1	3	10	0	38
Total	3	3	3	9	1	12	14	2	4	17	1	

Total Calls	69
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Total Calls 70 1 mutual aid to Emanuel County Fire

Jan-24

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	0	1	1	6	1	0	8	0	18
County	1	1	1	9	1	2	1	0	1	8	0	25
Total	1	1	2	9	2	3	7	1	1	16	0	

Total Calls	43
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January 2025 Candler Co EMS End of the Month Report

Scene to CCH	74
Scene to EGRMC	21
Scene to Meadows	3
Scene to Air	2
Mutual Aid	1
Transport Flight Crew	1
CCH to MUMC	13
CCH to St Joseph's	1
CCH to Doctors	3
CCH to EGRMC	19
CCH to Piedmont Macon	1
CCH to Evans Memorial	1
CCH to Meadows	5
CCH to Nursing home	4

Refusal	33
Refusal/Lift Assist	12
Coroner Call	1
Cancelled Call	5
No Pt Contact	1
Fire Standby	3
Ems Not Needed	8
Total	212

Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB (OLD)	\$4,903.52	\$4,903.52	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$269,620.45	\$269,620.45	\$0.00	
100-11-1114	GENERAL FUND EFT RECEIPTS	\$145,484.25	\$145,484.25	\$0.00	
100-11-1115	GENERAL FUND (NEW)	\$586,916.57	\$586,916.57	\$0.00	
100-11-6202	SYNOVUS SECURITIES-(Market)				
	SYNOVUS SECURITIES- (Account)	\$1,958,740.44	\$1,921,316.86	-\$37,423.58	unrealized gain/loss
	Total	\$2,965,665.23			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$11,137.49	\$11,137.49	\$0.00	
100-11-6201	SYNOVUS SECURITIES- (Account)	\$2,130,437.01	\$2,134,837.19	\$4,400.18	unrealized gain/loss
	Total	\$2,141,574.50			
100-11-1135	JUVENILE COURT FUND QNB	\$2,668.15	\$2,668.15	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$77,606.61	\$77,606.61	\$0.00	
100-11-1167	HOSPITAL RESERVE ACCOUNT	\$53,350.54	\$53,350.54	\$0.00	
100-11-1171	OPIOID SETTLEMENT FUNDS	\$78,830.57	\$78,830.57	\$0.00	
	Fund 100 Totals	\$5,525,081.60			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$61,640.46	\$61,640.46	\$0.00	
	Fund 212 Totals	\$61,640.46			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$438,629.54	\$438,629.54	\$0.00	
	Fund 215 Totals	\$438,629.54			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$258,736.54	\$258,736.54	\$0.00	
	Fund 230 Totals	\$258,736.54			
LMIG FUND					
250-11-1110	LMIG	\$575,079.04	\$575,079.04	\$0.00	
	Fund 250 Totals	\$575,079.04			
SSD FUND					
270-11-1110	Special Services District	\$368,443.13	\$368,443.13		
270-11-6203	Special Services District-SYNOVUS	\$823,604.87	\$823,604.87	\$0.00	unrealized gain/loss
	Fund 270 Totals	\$1,192,048.00			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$14,201.63	\$14,201.63	\$0.00	
	Fund 285 Totals	\$14,201.63			
2018 SPLOST					
321-11-1141	2018 SPLOST	\$898,202.56	\$898,202.56	\$0.00	
	Fund 321 Totals	\$898,202.56			
2024 SPLOST					
322-11-1141	2024 SPLOST QNB	\$554,245.67	\$554,245.67	\$0.00	
322-11-1142	2024 SPLOST LEVEL II PROJECT 20%	\$108,690.78	\$108,690.78	\$0.00	
	Fund 322 Totals	\$662,936.45			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,346,790.90	\$1,346,790.90	\$0.00	
	Fund 335 Totals	\$1,346,790.90			
NEW JAIL PROJECT ACTS					
360-11-1111	CC JAIL SINKING FUND	\$55.00	\$55.00	\$0.00	
360-11-1110	CC JAIL CONSTRUCTION ACT	\$652,425.52	\$652,425.52	\$0.00	
360-11-1313	CD #80077 (#3)	\$4,230,587.35	\$4,230,587.35	\$0.00	Matured on 12/31/2024
360-11-1314	CD #80079 (#4)	\$4,254,134.39	\$4,254,134.39	\$0.00	Matured on 12/31/2024
	Fund 360 Totals	\$9,137,202.26			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$1,361,099.60	\$1,361,099.60	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$386,436.90	\$386,436.90	\$0.00	
	Fund 601 Totals	\$1,747,536.50			
	Report Totals	\$26,965,325.21			

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 100-00-0000 to 100-99-9999
Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	1,065,412.25	3,750,000.00	627,589.30	627,589.30	3,122,410.70-	17
100-31-1120	TIMBER TAX	26,707.38	55,000.00	19,846.35	19,846.35	35,153.65-	36
100-31-1190	HOSPITAL LEVY	74,766.08	315,000.00	62,730.22	62,730.22	252,269.78-	20
100-31-1200	REAL PROP-PRIOR YEAR	74,190.07	150,000.00	78,973.91	78,973.91	71,026.09-	53
100-31-1314	ALTERNATIVE AD VAL T	10,796.26	10,000.00	0.00	0.00	10,000.00-	0
100-31-1315	TAVT	347,554.68	650,000.00	144,163.38	144,163.38	505,836.62-	22
100-31-1320	MOBILE HOME	12,601.29	40,000.00	20,463.02	20,463.02	19,536.98-	51
100-31-1350	RAILROAD EQUIPMENT	4,011.45	0.00	4,628.02	4,628.02	4,628.02	0
100-31-1390	OTHER REVENUES	196.78	0.00	88.77	88.77	88.77	0
100-31-1500	PROPERTY NOT ON DIGE	12,924.48	200,000.00	125.28	125.28	199,874.72-	0
100-31-1600	REAL ESTATE TRANSFER	28,651.75	50,000.00	30,282.82	30,282.82	19,717.18-	61
100-31-3100	LOST	499,728.64	1,050,000.00	540,786.04	540,786.04	509,213.96-	52
100-31-6300	FINANCIAL INSTITUTIO	0.00	26,000.00	2,479.90	2,479.90	23,520.10-	10
100-31-9110	PEN & INT-REAL	72,791.87	120,000.00	94,994.02	94,994.02	25,005.98-	79
100-31-9500	PEN & INT-FIFA	5,265.00	7,000.00	4,258.67	4,258.67	2,741.33-	61
100-32-1240	HUNTING CAMP LIC/PER	1,300.00	1,500.00	1,150.00	1,150.00	350.00-	77
100-32-2211	LAND TRANSFER FEE	910.00	2,000.00	385.00	385.00	1,615.00-	19
100-33-1152	GEMA EMA PARTNERSHIP	6,596.00	7,328.00	7,328.00	7,328.00	0.00	100
100-33-1153	OP CAT FED INDIRECT/FEMA Reimbursements	0.00	0.00	63,522.54	63,522.54	63,522.54	0
100-33-4211	FAMILY CONNECTIONS GRANT	26,600.04	52,500.00	27,537.56	27,537.56	24,962.44-	52
100-33-4212	FAMILY CONNECTIONS – DFCS GRANT	37,500.00	75,000.00	37,500.00	37,500.00	37,500.00-	50
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	0.00	20,000.00	0.00	0.00	20,000.00-	0
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEEME	32,499.96	65,000.00	32,499.96	32,499.96	32,500.04-	50
100-34-1120	STATE COURT - COMMUNITY SERVICE	0.00	0.00	871.00	871.00	871.00	0

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

01/10/2025
01:41 PM

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
100-34-1190	STATE COURT - JOF	800.00	2,500.00	1,500.00	1,500.00	1,000.00-	60
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	31,891.00	50,000.00	23,322.00	23,322.00	26,678.00-	47
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	20,191.42	35,000.00	307,412.50	307,412.50	272,412.50	878
100-34-1910	ELECTION FEES	0.00	8,165.00	0.00	0.00	8,165.00-	0
100-34-1930	SALE OF MAPS	10.00	0.00	0.00	0.00	0.00	0
100-34-1940	COMMISSIONS ON TAXES	8,220.56	17,500.00	8,287.00	8,287.00	9,213.00-	47
100-34-1941	METTER TAX COLLECTIO	2,700.00	5,400.00	2,700.00	2,700.00	2,700.00-	50
100-34-2100	LAW ENFORCEMENT FEES	19,298.00	35,000.00	24,391.03	24,391.03	10,608.97-	70
100-34-2201	SCHOOL RESOURCE OFFICER	13,513.60	40,000.00	22,510.50	22,510.50	17,489.50-	56
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	2,219.67	4,000.00	2,043.06	2,043.06	1,956.94-	51
100-34-2600	EMS TRIP SERVICE FEES	340,893.87	650,000.00	318,565.34	318,565.34	331,434.66-	49
100-34-2601	EMS ANNUAL FEES	139,275.60	550,000.00	150,932.30	150,932.30	399,067.70-	27
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	2,408.34	5,000.00	432.73	432.73	4,567.27-	9
100-34-2603	GDCH Medicaid UPL Supplement	10,801.80	0.00	21,964.00	21,964.00	21,964.00	0
100-34-2604	EMS FEES FOR STANDBY SERVICE	0.00	0.00	160.00	160.00	160.00	0
100-34-2900	HOSPITAL DEBT SERVICE FEES	218.99	0.00	0.00	0.00	0.00	0
100-34-4131	RECYLED MATERIALS	1,071.60	2,000.00	555.80	555.80	1,444.20-	28
100-34-4150	TIPPING LANDFILL FEES	40,490.43	75,000.00	56,615.29	56,615.29	18,384.71-	75
100-34-4151	RESIDENTIAL LDFL USE	127,685.77	500,000.00	118,752.22	118,752.22	381,247.78-	24
100-34-4152	RECYCLE CTR FEES	851.00	1,000.00	2,223.45	2,223.45	1,223.45	222
100-34-4153	INERT LANDFILL FEES	17,226.30	25,000.00	7,034.74	7,034.74	17,965.26-	28
100-34-7202	JACK STRICKLAND RENT	1,370.00	2,000.00	0.00	0.00	2,000.00-	0
100-34-7205	REC DEPT REGISTRATIO	14,445.00	30,000.00	1,995.00	1,995.00	28,005.00-	7
100-34-7206	REC DEPT CONCESSIONS	3,151.84	8,500.00	723.15	723.15	7,776.85-	9
100-34-7207	REC DEPT SPONSORS	1,375.00	10,000.00	0.00	0.00	10,000.00-	0
100-34-7209	REC DEPT ADMISSIONS	3,634.00	4,000.00	0.00	0.00	4,000.00-	0
100-34-7210	REC DEPT TOURNAMENT	1,705.00	2,000.00	0.00	0.00	2,000.00-	0

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
100-35-1110	SUPERIOR COURT FINES	3,855.58	10,000.00	6,199.37	6,199.37	3,800.63-	62
100-35-1120	STATE COURT FINES	93,679.29	350,000.00	158,443.25	158,443.25	191,556.75-	45
100-35-1130	MAGISTRATE COURT	13,875.80	25,000.00	14,334.40	14,334.40	10,665.60-	57
100-35-1150	PROBATE COURT	10,503.20	20,000.00	13,018.94	13,018.94	6,981.06-	65
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	9,881.00	35,000.00	15,463.17	15,463.17	19,536.83-	44
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	8,246.94	17,500.00	8,017.64	8,017.64	9,482.36-	46
100-35-1408	JUVE COURT ADD ON FEE	50.00	0.00	100.00	100.00	100.00	0
100-35-1901	PUBLIC DEFENDER FEES	480.21	1,000.00	932.25	932.25	67.75-	93
100-36-1001	INTEREST INCOME	19,832.21	50,000.00	23,111.90	23,111.90	26,888.10-	46
100-36-1004	INTEREST INCOME LANDFILL-SYNOVUS ACC	60,526.20	80,000.00	41,307.77	41,307.77	38,692.23-	52
100-36-1005	INTEREST INCOME GENERAL FUND_SYNOVL	58,750.03	90,000.00	83,714.25	83,714.25	6,285.75-	93
100-37-1001	PRIVATE DONATIONS	662.00	0.00	54.00	54.00	54.00	0
100-38-9001	MISC SALE OF PIPE	11,577.44	15,000.00	1,028.40	1,028.40	13,971.60-	7
100-38-9003	MISC TAX COMM FICA	5,136.34	6,000.00	5,312.26	5,312.26	687.74-	89
100-38-9005	MISCELLANEOUS	21,079.10	20,000.00	11,607.24	11,607.24	8,392.76-	58
100-38-9006	INSURANCE PROCEEDS	18,478.11	10,000.00	47,341.66	47,341.66	37,341.66	473
100-38-9014	OPIOID SETTLEMENT	6,435.39	0.00	15,767.38	15,767.38	15,767.38	0
100-38-9999	CANCEL PRIOR YEAR EXPENSE	2,301.91	0.00	0.00	0.00	0.00	0
100-39-1002	IF TRANSFER - SSD FOR CODE ENFORCEME	0.00	11,100.00	0.00	0.00	11,100.00-	0
100-39-1003	IF TRANSFER - SSD ZONING ADMINISTRATIO	0.00	6,000.00	0.00	0.00	6,000.00-	0
100-39-1800	FUND BALANCE USE	0.00	312,498.05	0.00	0.00	312,498.05-	0
GENERAL FUND Revenue Totals		3,491,803.52	9,767,491.05	3,320,077.75	3,320,077.75	6,447,413.30-	33

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
1100 LEGISLATIVE		39,318.03	93,200.00	48,800.69	48,800.69	44,399.31	52
1300 EXECUTIVE		120,933.54	268,450.00	134,268.47	134,268.47	134,181.53	50

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
1400 ELECTIONS & VOTER REGISTRATION		58,638.68	124,714.00	53,106.93	53,106.93	71,607.07	43
1510 ADMINISTRATION		232,174.80	358,329.98	251,108.07	251,108.07	107,221.91	70
1514 BOARD OF EQUALIZATION:		2,697.95	6,650.00	1,787.48	1,787.48	4,862.52	27
1535 INFORMATION TECHNOLOGY:		95,643.78	152,100.00	107,159.87	107,159.87	44,940.13	70
1545 TAX COMMISSIONER		140,061.48	312,143.35	147,965.62	147,965.62	164,177.73	47
1550 TAX ASSESSOR		114,447.22	311,398.12	115,850.69	115,850.69	195,547.43	37
1565 PUBLIC BUILDINGS		486,104.23	278,900.00	139,521.24	139,521.24	139,378.76	50
2150 SUPERIOR COURT		119,930.92	251,390.33	124,744.31	124,744.31	126,646.02	50
2180 CLERK OF COURT		165,426.18	381,797.33	178,740.07	178,740.07	203,057.26	47
2300 STATE COURT		64,922.28	138,900.00	68,928.82	68,928.82	69,971.18	50
2400 MAGISTRATE COURT		17,593.12	35,995.00	17,493.12	17,493.12	18,501.88	49
2450 PROBATE COURT		81,228.17	174,477.60	87,014.69	87,014.69	87,462.91	50
3300 SHERIFF		828,784.29	1,821,536.00	980,307.18	980,307.18	841,228.82	54
3326 DETENTION CENTER		377,146.26	913,467.00	476,791.49	476,791.49	436,675.51	52
3600 EMERGENCY MEDICAL SERVICES		628,370.06	1,353,905.00	649,326.48	649,326.48	704,578.52	48
3700 CORONER		13,476.03	32,920.00	16,675.32	16,675.32	16,244.68	51
3920 EMERGENCY MANAGEMENT ASSOCIATI		45,360.05	35,344.00	142,489.13	142,489.13	107,145.13-	403
4200 ROADS & BRIDGES		608,807.99	1,379,929.95	684,207.59	684,207.59	695,722.36	50
4520 COLLECTIONS		153.00	0.00	1,595.98	1,595.98	1,595.98-	0
4530 SOLID WASTE DISPOSAL		181,928.53	444,684.75	232,749.07	232,749.07	211,935.68	52
5550 FAMILY CONNECTIONS:		63,399.96	127,500.00	65,274.85	65,274.85	62,225.15	51
7130 AGRICULTURAL RESOURCES		27,520.59	111,916.97	33,583.69	33,583.69	78,333.28	30
7450 CODE ENFORCEMENT		4,933.94	11,065.08	5,127.52	5,127.52	5,937.56	46
7460 RECREATION DEPARTMENT		137,097.27	290,940.60	132,144.39	132,144.39	158,796.21	45
8000 DEBT SERVICES:		12,500.00	25,000.00	12,500.00	12,500.00	12,500.00	50
9000 OTHER DEPARTMENTS		3,499.98	330,836.00	425,011.98	425,011.98	94,175.98-	128
GENERAL FUND Expenditure Totals		4,672,098.33	9,767,491.06	5,334,274.74	5,334,274.74	4,433,216.32	55

100 GENERAL FUND	Prior	Current	YTD
Revenues:	3,491,803.52	3,320,077.75	3,320,077.75
Expenditures:	4,672,098.33	5,334,274.74	5,334,274.74
Net Income:	1,180,294.81-	2,014,196.99-	2,014,196.99-

Grand Totals	Prior	Current	YTD
Revenues:	3,491,803.52	3,320,077.75	3,320,077.75
Expenditures:	4,672,098.33	5,334,274.74	5,334,274.74
Net Income:	1,180,294.81-	2,014,196.99-	2,014,196.99-

Revenue Account Range: 230-00-0000 to 230-99-9999
Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
230-36-1001	INTEREST INCOME	10,533.00	10,000.00	5,438.32	5,438.32	4,561.68-	54
230-39-1800	FUND BALANCE USE	0.00	435,577.44	0.00	0.00	435,577.44-	0
	AMERICAN RESCUE PLAN (ARP) ACT FUND I	10,533.00	445,577.44	5,438.32	5,438.32	440,139.12-	1

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
230-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1109	EMPLOYEE INFLATION PAY SUPPLEMENT	84,623.06	0.00	96,896.46	96,896.46	96,896.46-	0
230-1545-00-0000	TAX COMMISSIONER	0.00	0.00	0.00	0.00	0.00	0
230-1550-00-0000	TAX ASSESSOR	0.00	0.00	0.00	0.00	0.00	0
230-1565-00-0000	PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0
230-1565-54-2203	PUBLIC BUILDING-COURTHOUSE CLOCK REF	9,945.00	0.00	0.00	0.00	0.00	0
230-2400-00-0000	MAGISTRATE COURT	0.00	0.00	0.00	0.00	0.00	0
230-2450-00-0000	PROBATE COURT	0.00	0.00	0.00	0.00	0.00	0
230-2450-51-1100	REGULAR EMPLOYEES	0.00	0.00	0.00	0.00	0.00	0
230-3300-00-0000	SHERIFF	0.00	0.00	0.00	0.00	0.00	0
230-3300-54-2200	SHERIFF - VEHICLES - NEW	89,053.05	0.00	0.00	0.00	0.00	0
230-3300-54-2501	SHERIFF - SAFETY EQUIPMENT	2,756.25	0.00	0.00	0.00	0.00	0
230-3326-00-0000	DETENTION CENTER	0.00	0.00	0.00	0.00	0.00	0
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0
230-3600-52-1301	EMS - ZOLL PERIODIC MAINTENANCE '25	0.00	5,315.00	5,315.00	5,315.00	0.00	100
230-3600-52-3700	EMS - ONLINE TRAINING SYSTEM_LEXIPOL	1,606.80	0.00	0.00	0.00	0.00	0
230-3600-53-1601	EMS - POWERPROXT & POWERLOAD SYSTEI	0.00	0.00	34,350.65	34,350.65	34,350.65-	0
230-3600-54-2501	EMS - TOUGHBOOKS	15,519.08	0.00	0.00	0.00	0.00	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
230-3600-54-2504	EMS - MISC EQUIPMENT	0.00	12,000.00	11,145.87	11,145.87	854.13	93
230-4530-00-0000	SOLID WASTE DISPOSAL	0.00	0.00	0.00	0.00	0.00	0
230-7130-54-2201	AGRICULTURAL - 4H VAN	52,145.00	0.00	0.00	0.00	0.00	0
AMERICAN RESCUE PLAN (A Expenditure To		255,648.24	17,315.00	147,707.98	147,707.98	130,392.98-	853

230 AMERICAN RESCUE PLAN (ARP) ACT FU

	Prior	Current	YTD
Revenues:	10,533.00	5,438.32	5,438.32
Expenditures:	255,648.24	147,707.98	147,707.98
Net Income:	245,115.24-	142,269.66-	142,269.66-

Grand Totals	Prior	Current	YTD
Revenues:	10,533.00	5,438.32	5,438.32
Expenditures:	255,648.24	147,707.98	147,707.98
Net Income:	245,115.24-	142,269.66-	142,269.66-

Revenue Account Range: 250-00-0000 to 250-99-9999
Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No
Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
250-33-4252	DOT GRANT - LMIG (USE FOR FUTURE YEAR:	0.00	515,000.00	0.00	0.00	515,000.00-	0
250-33-4254	DOT GRANT - LMIG SUPPLEMENT (NON SAP)	0.00	608,172.23	0.00	0.00	608,172.23-	0
250-36-1001	LMIG INTEREST INCOME	5,238.12	10,000.00	8,242.37	8,242.37	1,757.63-	82
LMIG FUND Revenue Totals		5,238.12	1,133,172.23	8,242.37	8,242.37	1,124,929.86-	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1402	INFRASTRUCTURE 2023 LMIG	0.00	455,397.45	69,883.62	69,883.62	385,513.83	15
250-4200-54-1403	INFRASTRUCTURE 2024 LMIG	0.00	491,024.12	0.00	0.00	491,024.12	0
LMIG FUND Expenditure Totals		0.00	946,421.57	69,883.62	69,883.62	876,537.95	7

250 LMIG FUND

	Prior	Current	YTD
Revenues:	5,238.12	8,242.37	8,242.37
Expenditures:	0.00	69,883.62	69,883.62
Net Income:	5,238.12	61,641.25-	61,641.25-

Grand Totals

	Prior	Current	YTD
Revenues:	5,238.12	8,242.37	8,242.37
Expenditures:	0.00	69,883.62	69,883.62
Net Income:	5,238.12	61,641.25-	61,641.25-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 270-00-0000 to 270-99-9999
Expend Account Range: 270-0000-00-0000 to 270-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Year To Date As Of: 12/31/24
Include Non-Budget: No
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
270-31-1350	RAILROAD EQUIPMENT	2,670.56	3,000.00	3,081.03	3,081.03	81.03	103
270-31-1750	FRANCHISE TAX-TELEVI	20,999.60	32,000.00	18,176.19	18,176.19	13,823.81-	57
270-31-4200	ALCOHOL BEVERAGE EXC	30,810.17	60,000.00	26,829.37	26,829.37	33,170.63-	45
270-31-4201	ALCOHOL MIXED DRINK BEVERAGE EXC	235.11	1,000.00	270.81	270.81	729.19-	27
270-31-6200	INSURANCE PREMIUM TAX	556,114.17	575,000.00	592,010.53	592,010.53	17,010.53	103
270-32-1100	ALCOHOLIC BEVERAGE LICENSE	9,900.00	15,000.00	10,158.40	10,158.40	4,841.60-	68
270-32-1200	GENERAL BUSINESS LICENSE	9,400.00	12,000.00	10,050.00	10,050.00	1,950.00-	84
270-32-2200	BUILDING & DEVELOPMENT FEES & PERMITS	0.00	0.00	500.00	500.00	500.00	0
270-32-2210	ZONING & LAND USE FEES & PERMITS	0.00	0.00	600.00	600.00	600.00	0
270-32-2230	SIGN PERMITS	300.00	0.00	0.00	0.00	0.00	0
270-32-2231	CELL TOWER FEES	1,500.00	0.00	750.00	750.00	750.00	0
270-32-2232	METAL RECYCLE PERMIT	300.00-	0.00	200.00	200.00	200.00	0
270-32-2240	MOBILE HOME PERMIT FEES	5,950.00	10,000.00	4,600.00	4,600.00	5,400.00-	46
270-32-2250	ELECTRICAL PERMIT FEES	2,420.00	4,000.00	2,415.00	2,415.00	1,585.00-	60
270-33-7001	FIRE BUDGET SURPLUS METTER	41,276.50	30,000.00	0.00	0.00	30,000.00-	0
270-34-4110	REFUSE COLLECTION CHARGE	115,868.15	440,000.00	116,840.29	116,840.29	323,159.71-	27
270-36-1001	INTEREST INCOME	16,587.38	25,000.00	5,452.53	5,452.53	19,547.47-	22
270-36-1002	INTEREST INCOME SSD-SYNOVUS ACCT	0.00	0.00	15,079.90	15,079.90	15,079.90	0
SPECIAL SERVICE DISTRICT FUND Revenue		813,731.64	1,207,000.00	807,014.05	807,014.05	399,985.95-	66

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
270-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0
270-1510-52-3604	BANK FEES	99.19	0.00	0.00	0.00	0.00	0

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
270-1510-57-9000	CONTINGENCIES	0.00	28,197.50	0.00	0.00	28,197.50	0
270-4520-00-0000	COLLECTIONS	0.00	0.00	0.00	0.00	0.00	0
270-4520-52-2110	GARBAGE COLLECTION	191,871.65	400,000.00	208,096.91	208,096.91	191,903.09	52
270-7410-00-0000	ZONING	0.00	0.00	0.00	0.00	0.00	0
270-7410-51-1100	REGULAR EMPLOYEES	0.00	6,000.00	0.00	0.00	6,000.00	0
270-7410-52-1201	ATTORNEY FEES	825.00	2,500.00	1,929.00	1,929.00	571.00	77
270-7410-52-2207	SERVICE CONTRACTS - HOGARC ZONING	0.00	7,500.00	0.00	0.00	7,500.00	0
270-7410-52-3300	ADVERTISING	0.00	500.00	2,090.00	2,090.00	1,590.00-	418
270-7450-00-0000	CODE ENFORCEMENT	0.00	0.00	0.00	0.00	0.00	0
270-7450-51-1100	CODE ENFORCEMENT - REGULAR EMPLOYE	0.00	10,000.00	0.00	0.00	10,000.00	0
270-7450-51-2200	CODE ENFORCEMENT-SOCIAL SECURITY-FIC	0.00	765.00	0.00	0.00	765.00	0
270-7450-51-2700	CODE ENFORCEMENT-WORKERS COMPENS	0.00	300.00	0.00	0.00	300.00	0
270-9000-00-0000	OTHER DEPARTMENTS	0.00	0.00	0.00	0.00	0.00	0
270-9000-54-1031	FIRE CAPITAL STIPEND	0.00	36,620.00	0.00	0.00	36,620.00	0
270-9000-57-1010	INDUSTRIAL AUTHORITY	63,943.50	134,281.00	67,140.48	67,140.48	67,140.52	50
270-9000-57-1011	AIRPORT AUTHORITY	10,848.42	22,781.60	11,390.82	11,390.82	11,390.78	50
270-9000-57-1012	AIRPORT AUTHORITY-SPECIAL APPROPRIATI	0.00	15,002.80	0.00	0.00	15,002.80	0
270-9000-57-1030	FIRE PROTECTION METTER	187,830.48	399,651.00	199,825.50	199,825.50	199,825.50	50
270-9000-57-1032	ANIMAL CONTROL - METTER	40,098.12	84,206.10	42,103.02	42,103.02	42,103.08	50
270-9000-57-1060	LIBRARY	27,950.04	58,695.00	29,347.50	29,347.50	29,347.50	50
SPECIAL SERVICE DISTRICT Expenditure Tot		523,466.40	1,207,000.00	561,923.23	561,923.23	645,076.77	47

270 SPECIAL SERVICE DISTRICT FUND

	Prior	Current	YTD
Revenues:	813,731.64	807,014.05	807,014.05
Expenditures:	523,466.40	561,923.23	561,923.23
Net Income:	290,265.24	245,090.82	245,090.82

Board of Commissioners of Candler County

Statement of Revenue and Expenditures

Grand Totals	Prior	Current	YTD
Revenues:	813,731.64	807,014.05	807,014.05
Expenditures:	523,466.40	561,923.23	561,923.23
Net Income:	290,265.24	245,090.82	245,090.82



Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 321-00-0000 to 321-99-9999
Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	553,022.70	0.00	0.00	0.00	0.00	0
321-31-3210	2018 SPLOST (Metter 40%)	395,016.21	0.00	0.00	0.00	0.00	0
321-31-3211	2018 SPLOST (Pulaski 4%)	39,501.63	0.00	0.00	0.00	0.00	0
321-36-1005	INTEREST INC 2018 SP	8,981.73	0.00	12,738.64	12,738.64	12,738.64	0
2018 SPLOST FUND Revenue Totals		996,522.27	0.00	12,738.64	12,738.64	12,738.64	0

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
321-0000-00-0000	2018 SPLOST_New	0.00	0.00	0.00	0.00	0.00	0
321-1510-52-3604	BANK FEES_FUND TRANSFER FROM GENER	191.34	0.00	0.00	0.00	0.00	0
321-1510-54-2200	METTER FIRE_LADDER TRUCK_50% SHARE	99,000.00	0.00	0.00	0.00	0.00	0
321-1510-54-2501	ADMINISTRATION-VEHICLE NEW	38,320.32	0.00	0.00	0.00	0.00	0
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	1,722.98	10,000.00	3,476.50	3,476.50	6,523.50	35
321-1535-54-2501	COUNTY GEN ADMIN-BOC PAYROLL CLERK-L	983.29	0.00	0.00	0.00	0.00	0
321-1545-54-3001	TAX COMM - RE SOFTWARE - WINGAP CONV	0.00	0.00	25,000.00	25,000.00	25,000.00-	0
321-1565-54-2101	PUBLIC BUILDINGS-CAPITAL-REPLACE HVAC	16,452.60	0.00	0.00	0.00	0.00	0
321-2450-54-2501	PROBATE COURT - SHELVING	0.00	0.00	4,445.00	4,445.00	4,445.00-	0
321-3300-54-2201	SHERIFF VEHICLES - CAPITAL PURCHASE	5,183.15	82,000.00	72,328.99	72,328.99	9,671.01	88
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	17,907.60	20,000.00	17,967.23	17,967.23	2,032.77	90
321-3300-54-2501	SHERIFF - EQUIPMENT	28,266.41	10,000.00	0.00	0.00	10,000.00	0
321-3326-54-2501	DETENTION CENTER - EQUIPMENT	587.57	0.00	0.00	0.00	0.00	0
321-3600-54-2501	EMS - CAPITAL - EQUIPMENT	0.00	5,000.00	0.00	0.00	5,000.00	0
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	0.00	109,000.00	0.00	0.00	109,000.00	0
321-4200-54-2201	PUBLIC WORKS - VEHICLE	43,763.88	0.00	0.00	0.00	0.00	0

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
321-4200-54-2202	PUBLIC WORKS - PREDATOR BATWING MOW	18,750.00	0.00	0.00	0.00	0.00	0
321-4200-54-2203	PUBLIC WORKS - 2019 SERVICE TR - FUEL S)	12,061.06	0.00	0.00	0.00	0.00	0
321-4530-54-2200	SOLID WASTE - CAT D3N BULLDOZER	0.00	36,000.00	0.00	0.00	36,000.00	0
321-4530-54-2201	SOLID WASTE - CAT D5 BULLDOZER	66,183.32	67,000.00	66,183.32	66,183.32	816.68	99
321-4530-54-2202	SOLID WASTE - VEHICLE	40,521.32	0.00	0.00	0.00	0.00	0
321-4963-57-1094	2018 SPLOST METTER 40%	261,056.91	0.00	0.00	0.00	0.00	0
321-4964-57-1094	2018 SPLOST PULASKI 4%	26,105.69	0.00	0.00	0.00	0.00	0
321-7460-54-1200	RECREATION DEPT - LIGHTING LWCF	1,288.76	0.00	0.00	0.00	0.00	0
321-7460-54-1201	RECREATION DEPT - LASER GRADING FIELD	10,375.00	0.00	0.00	0.00	0.00	0
2018 SPLOST FUND Expenditure Totals		688,721.20	339,000.00	189,401.04	189,401.04	149,598.96	56

321 2018 SPLOST FUND

	Prior	Current	YTD
Revenues:	996,522.27	12,738.64	12,738.64
Expenditures:	688,721.20	189,401.04	189,401.04
Net Income:	307,801.07	176,662.40-	176,662.40-

Grand Totals

	Prior	Current	YTD
Revenues:	996,522.27	12,738.64	12,738.64
Expenditures:	688,721.20	189,401.04	189,401.04
Net Income:	307,801.07	176,662.40-	176,662.40-

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 322-00-0000 to 322-99-9999
Expend Account Range: 322-0000-00-0000 to 322-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
322-31-3208	2024 SPLOST (COUNTY 61%)	0.00	878,400.00	522,343.73	522,343.73	356,056.27-	59
322-31-3209	2024 SPLOST Level II Project (20%)	0.00	360,000.00	287,258.32	287,258.32	72,741.68-	80
322-31-3210	2024 SPLOST (Metter 37%)	0.00	532,800.00	316,831.43	316,831.43	215,968.57-	59
322-31-3211	2024 SPLOST (Pulaski 2%)	0.00	28,800.00	17,126.03	17,126.03	11,673.97-	59
322-36-1005	INTEREST INCOME 2024 SPLOST	0.00	15,000.00	3,327.02	3,327.02	11,672.98-	22
322-36-1006	INTEREST INC 2024 SPLOST Level II 20%	0.00	10,000.00	401.25	401.25	9,598.75-	4
2024 SPLOST FUND Revenue Totals		0.00	1,825,000.00	1,147,287.78	1,147,287.78	677,712.22-	62

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
322-0000-00-0000	2024 SPLOST	0.00	0.00	0.00	0.00	0.00	0
322-1565-58-1100	PUBLIC BUILDING - BOND - PRINCIPAL	0.00	155,000.00	0.00	0.00	155,000.00	0
322-1565-58-2100	PUBLIC BUILDING - BOND - INTEREST	0.00	412,548.76	0.00	0.00	412,548.76	0
322-4963-57-1094	2024 SPLOST METTER 37%	0.00	532,800.00	264,293.15	264,293.15	268,506.85	50
322-4964-57-1094	2024 SPLOST PULASKI 2%	0.00	28,800.00	14,286.12	14,286.12	14,513.88	50
322-4968-57-1094	2024 SPLOST (Level II Project 20%)	0.00	360,000.00	0.00	0.00	360,000.00	0
322-7460-54-1201	REC DEPT - WIRELESS CAMERA	0.00	2,000.00	2,009.90	2,009.90	9.90-	100
322-9000-61-1001	TRANSFER TO FUND-360_JAIL BOND PAYMEN	0.00	0.00	382,461.88	382,461.88	382,461.88-	0
2024 SPLOST FUND Expenditure Totals		0.00	1,491,148.76	663,051.05	663,051.05	828,097.71	44

322 2024 SPLOST FUND			YTD	
	Prior	Current		
Revenues:	0.00	1,147,287.78	1,147,287.78	
Expenditures:	0.00	663,051.05	663,051.05	

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Net Income: 0.00 484,236.73 484,236.73

Grand Totals	Prior	Current	YTD
Revenues:	0.00	1,147,287.78	1,147,287.78
Expenditures:	0.00	663,051.05	663,051.05
Net Income:	0.00	484,236.73	484,236.73

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 335-00-0000 to 335-99-9999
Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Year To Date As Of: 12/31/24
Include Non-Budget: No
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	159,318.97	385,000.00	208,149.85	208,149.85	176,850.15-	54
335-31-3205	GDOT	0.00	1,697,765.00	0.00	0.00	1,697,765.00-	0
335-33-4310	GEMA Mitigation Grant	0.00	0.00	10,541.29	10,541.29	10,541.29	0
335-33-4350	FEIMA Mitigation Grant	0.00	0.00	79,059.65	79,059.65	79,059.65	0
335-36-1004	INTEREST INC TIA SPL	22,805.56	15,000.00	23,423.97	23,423.97	8,423.97	156
335-39-1800	FUND BALANCE USE	0.00	366,444.06	0.00	0.00	366,444.06-	0
TIA SPLOST FUND Revenue Totals		182,124.53	2,464,209.06	321,174.76	321,174.76	2,143,034.30-	13

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
335-3920-54-1400	MISC TIA DISC - 24-DEBBY ROAD REPAIRS	0.00	0.00	101,386.02	101,386.02	101,386.02-	0
335-3920-54-1401	MISC TIA DISC - 24-STORM3 ROAD REPAIRS	0.00	0.00	20,990.00	20,990.00	20,990.00-	0
335-4200-53-1106	PIPES	0.00	0.00	28,481.10	28,481.10	28,481.10-	0
335-4968-00-0000	2012 TIA SPLOST:	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	7,740.00	1,963,971.23	803.75	803.75	1,963,167.48	0
335-4968-54-1402	2019 LMIG 10% MATCH	0.00	451,135.42	0.00	0.00	451,135.42	0
335-4968-54-1403	2020 LMIG 10% MATCH	0.00	49,102.41	0.00	0.00	49,102.41	0
335-4968-54-1409	2023 LMIG 10% MATCH	57,135.00	0.00	408,212.12	408,212.12	408,212.12-	0
335-4968-54-1410	2024 LMIG 10% MATCH	0.00	0.00	100.00	100.00	100.00-	0
335-4968-54-1411	CAL MAINE CULVERT (IDALIA-2023)	0.00	0.00	104,910.44	104,910.44	104,910.44-	0
335-9000-62-1001	GDOT ROW BRIDGE PAYMENTS	100,000.00	0.00	0.00	0.00	0.00	0
TIA SPLOST FUND Expenditure Totals		164,875.00	2,464,209.06	664,883.43	664,883.43	1,799,325.63	27

335 TIA SPLOST FUND **Prior** **Current** **YTD**

Revenues:	182,124.53	321,174.76	321,174.76
Expenditures:	164,875.00	664,883.43	664,883.43
Net Income:	17,249.53	343,708.67 -	343,708.67 -

Grand Totals	Prior	Current	YTD
Revenues:	182,124.53	321,174.76	321,174.76
Expenditures:	164,875.00	664,883.43	664,883.43
Net Income:	17,249.53	343,708.67 -	343,708.67 -

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 360-00-0000 to 360-99-9999
Expend Account Range: 360-0000-00-0000 to 360-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
360-36-1001	INTEREST INCOME_CC-JAIL CONSTRUCTION	4,510.74	0.00	14,316.03	14,316.03	14,316.03	0
360-36-1003	INTEREST INCOME_JAIL PROJECT CDs	0.00	0.00	239,828.54	239,828.54	239,828.54	0
360-39-1001	TRANSFER FROM SPLOST FOR BOND PAYME	0.00	590,673.76	382,461.88	382,461.88	208,211.88-	65
360-39-1100	Transfer In - From General Fund (100)	300,100.00	0.00	0.00	0.00	0.00	0
360-39-1800	FUND BALANCE USE - BOND PROCEEDS	0.00	9,201,449.86	0.00	0.00	9,201,449.86-	0
360-39-3100	ISSUANCE OF BONDS	9,190,039.10	0.00	0.00	0.00	0.00	0
JAIL CONSTRUCTION FUND Revenue Totals		9,494,649.84	9,792,123.62	636,606.45	636,606.45	9,155,517.17-	6

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
360-1565-00-0000	PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0
360-1565-52-1203	PROFESSIONAL OTHER	308,404.00	116,000.00	57,215.00	57,215.00	58,785.00	49
360-1565-52-3604	BANK FEES	20.00	0.00	790.00	790.00	790.00-	0
360-1565-54-1300	CAPITAL CONSTRUCTION - JAIL PROJECT	0.00	10,437,880.00	292,049.10	292,049.10	10,145,830.90	3
360-1565-54-2300	CAPITAL FF&E COSTS - JAIL PROJECT	0.00	1,000,000.00	0.00	0.00	1,000,000.00	0
360-1565-58-1100	BOND PRINCIPAL RETIREMENT	0.00	170,000.00	170,000.00	170,000.00	0.00	100
360-1565-58-2100	BOND INTEREST CHARGES	0.00	420,673.76	212,461.88	212,461.88	208,211.88	51
JAIL CONSTRUCTION FUND Expenditure Totl		308,424.00	12,144,553.76	732,515.98	732,515.98	11,412,037.78	6

360 JAIL CONSTRUCTION FUND			YTD
Revenues:	Prior	Current	636,606.45
9,494,649.84		636,606.45	
Expenditures:	Prior	Current	732,515.98
308,424.00		732,515.98	
Net Income:	Prior	Current	95,909.53-
9,186,225.84		95,909.53-	

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Grand Totals	Prior	Current	YTD
Revenues:	9,494,649.84	636,606.45	636,606.45
Expenditures:	308,424.00	732,515.98	732,515.98
Net Income:	9,186,225.84	95,909.53 -	95,909.53 -

Board of Commissioners of Candler County
Statement of Revenue and Expenditures - Standard

Revenue Account Range: 601-00-0000 to 601-99-9999
Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999
Print Zero YTD Activity: No

Include Non-Anticipated: Yes
Include Non-Budget: No

Year To Date As Of: 12/31/24
Current Period: 07/01/24 to 12/31/24
Prior Year: 07/01/23 to 12/31/23

Revenue Account	Description	Prior Yr Rev	Anticipated	Curr Rev	YTD Rev	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM	706,794.18	1,425,589.00	712,533.12	712,533.12	713,055.88-	50
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	1,085.95	43,000.00	8,205.97	8,205.97	34,794.03-	19
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	1,869.40	0.00	6,349.52	6,349.52	6,349.52	0
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	12,823.84	0.00	14,984.53	14,984.53	14,984.53	0
601-36-9001	PARETO-CAPTIVE RETURN OF CAPITAL INVE	0.00	0.00	12,261.57	12,261.57	12,261.57	0
601-38-9001	STOP LOSS REIMBURSEMENT	14,352.00	0.00	66,542.45	66,542.45	66,542.45	0
	INTERNAL HEALTH INSURANCE FUND Reven	736,925.37	1,468,589.00	820,877.16	820,877.16	647,711.84-	55

Expenditure Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Unexpended	% Expd
601-1510-00-0000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0
601-1510-55-2100	ADMINISTRATIVE FEES	46,630.45	93,000.00	25,444.00	25,444.00	67,556.00	27
601-1510-55-2200	PAID CLAIMS	292,145.41	866,434.00	223,975.21	223,975.21	642,458.79	26
601-1510-55-2201	STOP LOSS PREMIUMS	214,395.79	465,633.00	244,957.77	244,957.77	220,675.23	53
	INTERNAL HEALTH INSURAN Expenditure To	553,171.65	1,425,067.00	494,376.98	494,376.98	930,690.02	35

601 INTERNAL HEALTH INSURANCE FUND

	Prior	Current	YTD
Revenues:			
	736,925.37	820,877.16	820,877.16
Expenditures:			
	553,171.65	494,376.98	494,376.98
Net Income:	183,753.72	326,500.18	326,500.18

Grand Totals **Prior** **Current** **YTD**

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

Revenues:	736,925.37	820,877.16	820,877.16
Expenditures:	553,171.65	494,376.98	494,376.98
Net Income:	183,753.72	326,500.18	326,500.18

		ANNUAL INCREASE				POPULATION (2020 CENSUS)			
		0%				10,981 4,004 211			
COLLECTION MONTH		MONTHLY TOTAL	LEVEL ONE PROJECT	LEVEL ONE % OF TOTAL	NET REMAINING	COUNTY	METTER	PULASKI	
		100%				61%	37%	2%	100%
FY2024									
1	MAY	\$ 179,405.24	\$ 35,881.05	20.00%	\$ 143,524.19	\$ 87,549.76	\$ 53,103.95	\$ 2,870.48	
	ProRata	\$ 409.68	\$ 81.94	20.00%	\$ 327.74	\$ 199.92	\$ 121.27	\$ 6.55	
2	JUNE	\$ 186,100.39	\$ 37,220.08	20.00%	\$ 148,880.31	\$ 90,816.99	\$ 55,085.72	\$ 2,977.61	
	TOTAL	\$ 365,915.31	\$ 73,183.06		\$ 292,732.25	\$ 178,566.67	\$ 108,310.93	\$ 5,854.64	\$ 365,915.31
FY2025									
3	JUL	\$ 166,627.54	\$ 33,325.51	20.00%	\$ 133,302.03	\$ 81,314.24	\$ 49,321.75	\$ 2,666.04	
4	AUG	\$ 185,062.92	\$ 37,012.58	20.00%	\$ 148,050.34	\$ 90,310.70	\$ 54,778.62	\$ 2,961.01	
5	SEP	\$ 173,174.88	\$ 34,634.98	20.00%	\$ 138,539.90	\$ 84,509.34	\$ 51,259.76	\$ 2,770.80	
6	OCT	\$ 162,782.81	\$ 32,556.56	20.00%	\$ 130,226.25	\$ 79,438.01	\$ 48,183.71	\$ 2,604.52	
7	NOV	\$ 205,234.14	\$ 41,046.83	20.00%	\$ 164,187.31	\$ 100,154.26	\$ 60,749.31	\$ 3,283.75	
	Prorata	\$ 507.57	\$ 101.51	20.00%	\$ 406.06	\$ 247.70	\$ 150.24	\$ 8.12	
8	DEC	\$ 176,986.63	\$ 35,397.33	20.00%	\$ 141,589.30	\$ 86,369.47	\$ 52,388.04	\$ 2,831.79	
9	JAN	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
10	FEB	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
11	MAR	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
12	APR	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
13	MAY	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
14	JUN	\$ -	\$ -	20.00%	\$ -	\$ -	\$ -	\$ -	
	TOTAL	\$ 1,070,376.49	\$ 214,075.30		\$ 856,301.19	\$ 522,343.73	\$ 316,831.44	\$ 17,126.02	\$ 1,070,376.49
	TOTAL TO DATE	\$ 1,436,291.80	\$ 287,258.36		\$ 1,149,033.44	\$ 700,910.40	\$ 425,142.37	\$ 22,980.67	\$ 1,436,291.80



HEATING AND AIR

JANUARY 20, 2025

CANDLER COUNTY RECREATION DEPARTMENT
OLD WEIGHT ROOM HVAC

WE PROPOSE TO PROVIDE AND INSTALL THE FOLLOWING:

- (2) USED 3 TON GRAND AIRE HEAT PUMP UNITS
- (2) NEW CARRIER AIR HANDLER UNITS WITH ELECTRIC HEAT
- (2) HONEYWELL THERMOSTATS

\$13,000.00

Kevin Davis

Kevin Davis

*QUOTE VALID FOR 30 DAYS


Accepted By

2/5/25
Date

1060 East Hiawatha Street · Metter, GA · 30439
(912) 685.7576 · (912) 685.6435 FAX
www.davisheating-air.com

Exhibit E

AUTHORIZATION FOR WORK NO. 53
2025 Candler County Local Maintenance & Improvement Grant (LMIG) Project
PAGE 1 of 1

AUTHORIZATION FOR WORK NO. 53
UNDER AGREEMENT DATED April 15, 2013

OWNER hereby authorizes ENGINEER to performance of the following scope of work relating to the 2025 Candler County Local Maintenance & Improvement Grant (LMIG) Project:

1. Work to be Performed: 2025 Candler Co. Local Maintenance & Improvement Grant (LMIG) Project

a. ROADWAY EVALUATIONS & MAPPING

- i. Roadway Evaluations: Perform roadway evaluations for up to 25 miles of roads based on the GDOT PACES System. Road selection to be decided by County Road Superintendent or Commissioners. At a minimum provide evaluations and cost estimates for the current following years LMIG selection and general consultation as needed for roadway maintenance concerns.
- ii. Candler County Roadway Improvements Map: Update the County roadway improvements map including evaluated roadways, striping recommendations, and future projects. Submittal includes one (1) high-gloss board-mounted map and electronic PDF.

b. 2025 LMIG PROFESSIONAL SERVICES

- i. Construction Documents & Bidding Assistance: Preparation of Contract Documents (including exhibits and bid documents) for the 2025 LMIG Project: Rosemary Church Road R/W Pond Dam & Road Repairs and Dutch Ford Road Scrub Sealing with Aggregate Surface Course. Provide bidding assistance, to include advertisement for bid, conducting Pre-Bid meeting, bid opening, contractor recommendation, and preparation & execution of awarded Construction Contracts.
- ii. Construction Administration: Administer the Preconstruction meeting and review of all project submittals. Provide weekly visits to the site to observe the Contractor's work for general compliance with the Contract Documents. Review of all quantities and pay request for accuracy. Submittal of Construction Observation Reports to the County throughout the duration of the project.
- iii. GDOT LMIG Administration: Provide GDOT reimbursement assistance as needed and GDOT project closeout.

2. Dates of Service: As Required

3. Compensation and Payment: \$31,000.00

- a. Roadway Evaluation, Mapping, Construction Documents, Bidding Assistance, & Construction Administration. \$31,000

4. Project Manager for ENGINEER: Cody Rogers, PE


5. Special Terms: N/A


ACCEPTED:

EMC Engineering Services, Inc.

(OWNER)

(ENGINEER)

By: 
 Name: Bryan Aasheim
 Title: County Administrator
 Date: 2/7/2025

By: 
 Name: Cody Rogers, PE
 Title: Branch Manager & Associate
 Date: 01/07/2025



MASTER SERVICES AGREEMENT

This MASTER SERVICES AGREEMENT, together with all of its exhibits and attachments (hereinafter, this “**Agreement**”) is made, entered into and effective as of the 15th day of January, 2025 (the “**Effective Date**”) by and between “**Chloeta**” and “**County**”, as set forth below:

“**County**”: CANDLER COUNTY, GA, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

“**Chloeta**”: CHLOETA HOLDINGS, LLC, an Oklahoma limited liability company, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

County and Chloeta are sometimes referred to herein individually as a “**Party**” and sometimes referred to herein collectively as the “**Parties**”. County desires to obtain the services of Chloeta described herein, and Chloeta desires to provide such services to County, all on the terms, conditions, and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Non-Exclusive Agreement**. It is contemplated that from time to time during the term of this Agreement, County may request that Chloeta render the Services (defined below). In the event that Chloeta agrees to undertake the performance of the Services, then Chloeta and County shall confirm acceptance of such request in writing, and the provisions of this Agreement shall govern and be fully applicable to the performance of the Services, and the relationship of the Parties relating to or arising out of the performance of the Services shall be controlled and regulated hereby. It is further expressly agreed that nothing contained in this Agreement shall serve to obligate County to use or engage Chloeta for the Services, nor does it obligate Chloeta to accept any request from County to perform the Services.

2. **Duties of Chloeta**

(a) **Services**. Chloeta will provide to County those products, labor, work, and services (collectively, the “**Services**”) specifically listed in the written statement of work (hereinafter “**SOW**”) attached hereto as Exhibit “A”. In addition, Chloeta will maintain, as applicable, all of its personnel and payroll records, benefits, payroll, withholding and transmittal payroll taxes, make unemployment contributions, and handle unemployment and workers’ compensation claims with respect to compensation that Chloeta has agreed to pay its employees.

(b) **SOWs**. Each SOW shall include, among other things, the term of the SOW, a detailed description of the Services to be performed, rates for compensation for the Services, any reports to be furnished by Chloeta, and performance standards. Each SOW executed hereunder shall be deemed to be a separate and independent agreement between the Parties which incorporates by reference each of the terms and conditions in this Agreement and shall contain such additional terms, conditions, and provisions as Chloeta and County mutually agree upon. In the event of a conflict between the language

of this Agreement and any work order, the language of this Agreement shall govern except only to the extent that specific language of a work order expressly states that it supersedes particular language of this Agreement. Chloeta will submit proposed SOWs to County. County shall indicate its acceptance of a proposed work order by signing and returning a copy to Chloeta within ten (10) days of receipt of the proposed SOW. Chloeta shall not perform any Services for County until a signed SOW is received. County may request changes in the Services set forth in a SOW. The changes shall be binding only if expressly agreed to in a writing signed by both Parties.

(c) **Performance.** Chloeta warrants that the Services contemplated by this Agreement shall be performed or rendered by Chloeta safely and with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workers, in accordance with good industry practices and in accordance with any specifications or instructions of County. Chloeta further agrees to keep and maintain County's property, both real and personal, in good and clean condition at all times during its performance of the Services.

(d) **Provision of Equipment, Supplies and Training.** Except as set forth in an applicable SOW, Chloeta shall provide its employees and agents with all equipment, facilities, technology, and supplies reasonably necessary for Chloeta's employees or agents to perform the Services as described in the applicable SOW. Chloeta shall train its employees or agents with regard to all Chloeta policies and procedures that will enable them to successfully perform their specific job duties. Additionally, Chloeta will supply and train its employees or agents with regard to County's policies and procedures as they apply to the Services being performed on County's property.

3. **Duties of County.** County will provide to Chloeta, with Chloeta's assistance as needed, an accurate description in the SOW of the material aspects and requirements of the Services. Such description will be provided to Chloeta prior to commencing the Services. Chloeta will not make material changes to any such matters without County's prior written approval. County will also promptly provide all information and take such other actions, including reasonable access to County's premises, as are reasonably necessary to assist or enable Chloeta to perform the Services. In performing its obligations under this Agreement, County agrees and understands that "time is of the essence" and that County's performance of its obligations is necessary to enable Chloeta to perform under this Agreement. County agrees that if County does not perform its obligations under this Agreement and such non-performance affects Chloeta's ability to perform, Chloeta shall not be considered in default under this Agreement to the extent so affected, and County shall remain fully obligated to pay Chloeta as provided in this Agreement regardless of any failure to perform any services so affected.

4. **Mutual Duties**

(a) **Cooperation.** The Parties agree to cooperate fully with each other in the investigation and resolution of any formal or informal complaints, allegations, claims, accidents, injuries, actions, or proceedings which may be brought by or involve either of the Parties or otherwise relate to the Services. The Parties agree to immediately notify each other of any such event occurring while the Services are being performed.

(b) **Confidentiality.** Each Party will at all times, during the term of this Agreement and for a period of one (1) year thereafter, keep in confidence all of the other Party's Confidential



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Information (as defined herein), and will not use such Confidential Information without the other Party's prior written consent. Neither Party will disclose the other Party's Confidential Information to any person except to whom it is necessary to disclose the Confidential Information for purposes permitted under this Agreement and who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Each Party will take reasonable measures to maintain the confidentiality of the other Party's Confidential Information, but never less than the standard of care that an ordinarily prudent business would exercise to maintain the secrecy of its own confidential information. Each Party will immediately give notice to the other Party of any unauthorized use or disclosure of the other Party's Confidential Information of which it becomes aware. Each Party will return (or, if requested, destroy) the Confidential Information of the other upon termination of this Agreement or at the termination of the work under a given SOW, or upon request. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information, including, but not limited to, trade secrets, marketing or business plans or financial, contractual or personnel matters relating to either Party or its present or future products, sales, suppliers, customers, employees, investors or affiliates and disclosed or otherwise supplied in confidence by either Party to the other Party. Confidential Information will not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was received by the receiving Party, other than under an obligation of confidentiality, from a third Party who had no obligation of confidentiality to the other Party; (iii) such information was in the possession of the receiving Party at the time of the disclosure or was independently developed by the receiving Party; or (iv) any applicable regulation, court order or other legal process requires the disclosure of such information, provided that prior to such disclosure the disclosing Party will give notice to the other Party so that the other Party may take reasonable steps to oppose or limit such disclosure, and that the disclosing Party does not disclose any more information than necessary to comply with such legal process.

5. Payment

(a) **Payment.** County agrees to pay Chloeta for the Services hereunder at the rates or on the basis set forth on each SOW and also agrees to pay any additional costs or fees as set forth in this Agreement. Except as otherwise set forth in the applicable SOW, Chloeta will invoice County monthly at the address set forth above or provided in the applicable SOW, and payment from County will be due within thirty (30) days of receipt of such invoice. County will pay interest to Chloeta for any balance unpaid after thirty (30) days at a rate of one and one-half percent (1.5%) per month on the outstanding balance due or at the highest rate of interest allowed by law, whichever is less. In the event of a dispute, County shall notify Chloeta in writing within twenty (20) days of receipt of Chloeta's invoice. The Parties agree to cooperate in order to resolve any disputed invoice. If the Parties are unable to resolve the dispute within twenty (20) days of County's notice of dispute, the issue shall be escalated to senior executives of both Parties who shall cooperate, in good faith, to attempt to resolve the dispute. Notwithstanding the foregoing, no payment of any amount, disputed or undisputed, shall operate as a waiver of any of County's rights, including the right to later contest such payment and obtain reimbursement.

(b) **Reimbursement for Expenses.** In the event that Chloeta is required to incur business expenses for the Services, such expenses will be presented to County, and upon County's approval, Chloeta will be reimbursed by County in an amount equal to the pre-approved expenses incurred.



(c) **Taxes.** In connection with the Services or the performance of this Agreement, Chloeta agrees to pay: (1) all taxes, licenses and fees levied or assessed on Chloeta or the provision of the Services by any governmental agency, including, without limitation, any sales, use, excise or other taxes thereon or in connection therewith, (2) unemployment compensation insurance, (3) old age benefits, (4) social security, and (5) any other taxes upon the compensation of Chloeta, its agents, employees and representatives (with (1) through (5) collectively referred to as the “Taxes”). Chloeta shall pay, report and remit all Taxes in accordance with applicable laws and regulations. Chloeta agrees to reimburse County on demand for all such Taxes (and all interest and penalties with respect thereto) that County may be required or deem it necessary to pay on account of Chloeta. Chloeta agrees to furnish County with the information required to enable it to make the necessary reports and to pay such Taxes or charges.

6. **Term and Termination**

(a) **Term.** This Agreement will begin on the Effective Date and will continue in force until it is terminated pursuant to this Section 6. Notwithstanding anything to the contrary in this Section 6, this Agreement shall continue in effect during the existence of any SOWs.

(b) **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon thirty (30) days’ prior written notice to the other Party.

(c) **Termination for Cause.** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement immediately upon written notice in the event the other Party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, fails to make any payments within the time periods specified in this Agreement, or breaches any provision in this Agreement and fails to cure such event within fifteen (15) days of receipt of such notice.

(d) **Effect of Termination.** Upon termination of this Agreement, Chloeta will promptly provide an invoice to County for the outstanding balance due to Chloeta for the Services provided by Chloeta under this Agreement. County will pay all amounts set forth on the invoice within forty-five (45) days of receipt.

7. **Indemnification**

(a) County assumes full responsibility for and agrees to release, protect, defend, indemnify and hold harmless Chloeta, its directors, officers, managers, employees and agents (collectively, the “**Chloeta Indemnitees**”) from and against every demand, claim, suit, cause of action, judgment, loss, liability, indemnity obligation, expense, interest, legal fee, fine, penalty, assessment, lien and damage (whether in law or in equity and whether general, special, penal or statutory) (collectively, “**Losses**”) of every kind and character which directly or indirectly results from, or arises in connection with, (i) any failure on the part of County to comply with its obligations under this Agreement and any particular SOW hereunder, or (ii) any negligent act or omission of County, its agents, or employees, pertaining to its obligations under this Agreement and any particular SOW hereunder; provided, however, County’s responsibility for, and agreement to, release, protect, defend, indemnify and hold harmless the Chloeta Indemnitees shall not extend to Losses resulting from the willful misconduct or gross negligence of a Chloeta Indemnitee.

(b) County assumes full responsibility for and agrees to release, waive, protect, defend, indemnify and hold harmless the Chloeta Indemnitees from and against Losses of every kind and character arising out of injury, illness, disability, or death of any employee or independent contractor of Chloeta and any loss, destruction or damage to Chloeta's property arising out of, in connection with, incident to or resulting directly or indirectly from (i) any known or unknown defects or pre-existing conditions on any premises owned, leased, or controlled by County, or (ii) any negligent act or omission of County, its agents, or employees, pertaining to its obligations under this Agreement and any particular SOW hereunder; provided, however, County's responsibility for, and agreement to, release, protect, defend, indemnify and hold harmless the Chloeta Indemnitees shall not extend to Losses resulting from the willful misconduct or gross negligence of a Chloeta Indemnitee.

(c) Chloeta will indemnify and hold County harmless from any and all Losses caused by, resulting from, or alleging (i) gross negligence or willful misconduct of Chloeta or any employee or contractor of Chloeta, or (ii) any failure on the part of Chloeta to comply with its obligations under this Agreement and any particular SOW hereunder.

(d) The Parties agree that this Section 7 is the complete agreement between them with respect to any possible indemnification claim and waive their right to assert any common law indemnification or contribution claim against the other. The Parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice; provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld. Additionally, the indemnification obligations of this Agreement are intended to comply with applicable laws. To the extent the indemnification provisions in this Agreement are found to violate any applicable law, or in the event any applicable law is enacted or amended so as to cause these provisions to be in violation therewith, this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable law, but not so as to exceed the express provisions in this Agreement.

8. Limitation of Liability; Disclaimer of Warranties. UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN THE EVENT CHLOETA IS HELD LIABLE FOR ITS ACTIONS UNDER THIS AGREEMENT, THEN THE AGGREGATE AMOUNT OF ALL SUCH DAMAGES THAT ARISE OUT OF, OR RELATE TO, ANY AND ALL EVENTS AND OCCURRENCES SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE GREATER OF (I) AN AMOUNT EQUAL TO THE LIMITS OF A COVERED INSURANCE CLAIM MADE BY CHLOETA TO ITS INSURANCE PROVIDER PURSUANT TO THE INSURANCE REQUIREMENTS CONTAINED IN SECTION 10(M), OR (II) THE AGGREGATE AMOUNT OF FEES PAID TO CHLOETA FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF SUCH CLAIM.



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CHLOETA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND SUITABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

9. **Independent Contractor.** In the performance of the Services, Chloeta shall be deemed to be an independent contractor. County shall designate the Services it desires to be performed and the ultimate results to be obtained but shall leave to Chloeta the methods and details of performance, County being interested only in the results obtained, and having no control over the manner and method of performance. It is the understanding and intention of the Parties that no relationship of master and servant, joint venture partner, agency or otherwise shall exist between County and Chloeta. Notwithstanding the foregoing: (a) County shall not be precluded from asserting any borrowed employer or statutory employer defense, exclusive remedy defense available to a premises owner, or other defenses that may exist, and (b) all Services shall meet the approval of County and shall be subject to the general right of inspection. Chloeta's employees are not entitled to participate in any of County's benefit plans or programs. County will not offer or promise any Chloeta employee compensation or benefits under any County-provided plan or program and will exclude Chloeta's employees from any County-provided plan or program.

10. **Miscellaneous**

(a) **Compliance with Law.** The Parties shall comply with all applicable federal, state, and local laws and regulations governing the Services, this Agreement, and their businesses generally.

(b) **Survival of Certain Provisions.** Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement will remain in full force and effect and survive such termination or non-renewal.

(c) **Severability.** In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to affect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

(d) **Entire Agreement and Amendment.** This Agreement and the exhibits attached hereto contain the entire understanding between the Parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the provisions hereof and any prior or subsequent oral or written work order, statement of work, purchase order, material requisition, invoice, or other agreement between the Parties, the provisions of the Agreement shall control, unless expressly modified by a subsequent written document specifying the particular areas to be revised and signed by each Party's duly authorized representative. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing



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signed by both Parties.

(e) **Interpretation.** The headings of the sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

(f) **Waiver.** The failure of a Party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right of such party thereafter to enforce any provision of this Agreement.

(g) **Assignment.** Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, County may assign this Agreement to a subsidiary or to an affiliated entity under common control (common control meaning County has the ability to vote and control the actions of such subsidiary or affiliate). This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

(h) **Counterparts.** This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Oklahoma law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both Parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.

(i) **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to County: CANDLER COUNTY, GA
 1075 East Hiawatha St, Suite A
 Metter, GA 30439
 Attn: Bryan Aasheim
 Email: baasheim@candlerco-ga.gov

If to Chloeta: Chloeta Holdings, LLC
 701 Cedar Lake Blvd, Suite 320
 Oklahoma County, OK
 73114
 Attn: Chet Dodrill, Sr. Director, Contract Administration
 Email: chet.dodrill@chloeta.com

Any change to the notice address listed above must be given to the other Party in the same manner as described in this Section 10(i). The date of notice shall be the date of delivery if the notice is personally

delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each Party agrees to maintain evidence of the respective notice method utilized.

(j) **Force Majeure.** Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Chloeta and/or County), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.

(k) **Choice of Law and Venue.** This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Oklahoma, without regard to its conflicts of law principles. The Parties hereto consent to the jurisdiction of any state or federal court in the district in which Oklahoma County, Oklahoma, is located for the resolution of any dispute arising from this Agreement.

(l) **Insurance.**

(i) **Chloeta.** At all times during the term of this Agreement, Chloeta shall procure and maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Chloeta shall also maintain professional liability insurance coverage on an occurrence basis for its employees and agents providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. Chloeta shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement. Upon request, Chloeta shall provide County a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

In the event Chloeta procures insurance coverage which is not on an occurrence basis, Chloeta shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly or indirectly resulting from the provision of Services pursuant to this Agreement by Chloeta or Chloeta's employees or agents, or acts or omissions of Chloeta or Chloeta's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "**continuing coverage**"). Chloeta may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by Chloeta during the term of this Agreement, or by such other methods acceptable to County.

(ii) **County.** At all times during the term of this Agreement, County shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. County shall also maintain adequate property casualty and Worker's Compensation coverage.

(m) **Affirmative Action Statement.** County and all covered subcontractors shall



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abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(n) **Referrals**. The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that either Party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other Party. The Parties further acknowledge that neither Party is restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of the other Party's choosing.

Signature page follows this page.



CHLOETA

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IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of the Parties on the dates set forth below.

“CHLOETA” CHLOETA HOLDINGS, LLC, an Oklahoma Limited Liability Company

By: _____

Name: Chet Dodrill

Title: Sr. Director, Contract Administration

“COUNTY” CANDLER COUNTY, GA

By:  2/7/2025

Name: Bryan Aasheim

Title: County Administrator



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EXHIBIT "A"

STATEMENT OF WORK

This SOW, effective as of the date set forth below, is incorporated in and shall be attached to that certain Master Services Agreement entered into by and between CHLOETA HOLDINGS, LLC, an Oklahoma limited liability Chloeta ("Chloeta") and CANDLER COUNTY, GA ("County") as of 07 January 2025 (the "Agreement").

County and Chloeta are sometimes referred to herein individually as a "Party" and sometimes referred to herein collectively as the "Parties".

Effective Date: 15th Day of January, 2025

Service Description/Scope: The Candler County Board of Commissioners and the Candler County Emergency Management Agency (EMA) are contracting with Chloeta for a turnkey Hazard Mitigation Plan. Candler County is seeking a Plan Writer/Planner to conduct all required meetings, gather needed information, document all needed items, handle all budgetary needs including financial monitoring/documentation to ensure match requirements are met, payments are requested and received by the County and produce a GEMA/FEMA approved Candler County Hazard Mitigation Plan. All work required to obtain a state and federally approved plan shall be completed by Chloeta. The EMA Director shall serve as a coordination support, but shall not be required to handle work required for the success of the project. The plan shall be completed and submitted to GEMA and FEMA on or before February 1, 2026 in order to receive approval prior to the existing plan expiration of September 22, 2026.

Term: The period during which Chloeta shall perform the Services shall commence on the 15th Day of January, 2025 and shall terminate on the 1st Day of February, 2026 (the "SOW Term"). However, both Parties shall recognize the possibility that the SOW Term may be revised based on County's or Chloeta's circumstances or other situations that may arise. Further, any extension of the SOW Term beyond 01 February 2026 be determined upon consultation between the Parties and shall be agreed upon in writing.

Fees: Chloeta will invoice for this project monthly based upon percentage of the project completed, not to exceed **\$27,383.98**.

Invoice and Payment: Pursuant to section 5(a) of the Services Agreement entered into between the parties, Chloeta will invoice County monthly, and payment from County will be due within thirty (30) days of receipt of such invoice. County will pay interest to Chloeta for any balance unpaid after thirty (30) days at a rate of one and one-half percent (1.5%) per month on the

Exhibit "A": SOW



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outstanding balance due or at the highest rate of interest allowed by law, whichever is less. In the event that Chloeta is required to incur business expenses for the Services, such expenses will be presented to County, and upon County’s approval, Chloeta will be reimbursed by County in an amount equal to the pre-approved expenses incurred.

Additional Services:

Any additional services shall be separately requested in writing by County and separately invoiced by Chloeta in accordance with the terms agreed to and acknowledged by the Parties in a separate written

“CHLOETA”

CHLOETA HOLDINGS, LLC, an Oklahoma Limited Liability Company

By: _____
Name: Chet Dodrill
Title: Sr. Director, Contract Administration

“COUNTY”

CANDLER COUNTY, GA
By: _____
Name: _____
Title: _____

Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this SOW, effective on the Effective Date set forth above.

Exhibit G



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Statement of Work
 Q-92374-1
 2/7/2025 9:24 AM
 3/31/2025

Client:
 Candler County, GA

Bill To:
 CANDLER COUNTY, GEORGIA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Krystal Hays		khays@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Republication	Republication (per page) include Subdivision with code update; 3 copies with tabs; 1 pdf copy	USD 12,040.00
3.00	Municode Tabs	Municode Tabs	USD 0.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	TOTAL
1.00	Full-Service Supplementation Subscription	Full-Service Supplementation Subscription	USD 2,000.00
1.00	Online Code Hosting Premium Bundle	Online Code Hosting Premium Bundle: Custom Banner, CodeBank, CodeBank Compare + eNotify, OrdBank and MuniPro	USD 1,375.00
1.00	Tri-Annual Electronic Supplementation Service Included	Online Supplementation will begin with the ordinances received on a tri-annual basis.	USD 0.00
1.00	Annual Print Supplementation Service Included	Print Supplementation will begin with the ordinances received from the municipality on an annual basis.	USD 0.00
3.00	Printed Copies and Freight Included – up to [#] copies	Printed Copies and Freight Included	USD 0.00

Total Investment - Initial Term	USD 15,415.00
Annual Recurring Services (Subject to Uplift)	USD 3,375.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Acceptance of Quote # Q-92374-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Brad Jones

Title:

Title:

Chairman

Date:

Date:

February 11, 2025

Organization Legal Name:

Board of Commissioners of Candler County

Billing Contact:

Crystal Rader Turner

Title:

Account Payable Clerk

Billing Phone Number:

912-685-2835

Billing Email:

CRader@Candlerco-ga.gov

Billing Address:

1075 East Hiawatha Street, Suite A

Metter, GA 30439

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

Exhibit H

STATE OF GEORGIA

COUNTY OF CANDLER

AMENDMENT TO THE CANDLER COUNTY SIGN ORDINANCE

WHEREAS, the Board of Commissioners of Candler County is charged with the responsibility of protecting the health, safety and welfare of the citizens of Candler County and as such, is authorized to enact ordinances governing activities and properties in the unincorporated areas of Candler County, Georgia;

WHEREAS, the Board of Commissioners finds that regulations concerning the location, size, illumination, erection, maintenance and quality of materials of all signs is in the best interests of the citizens of Candler County;

WHEREAS, the Board of Commissioners finds that signs can be a hazard and negatively impact traffic safety by distracting drivers and blocking views of other vehicles and dangers

WHEREAS, the Board of Commissioners desires to amend the Candler County Sign Ordinance and;

NOW THEREFORE, be it resolved by the Candler County Board of Commissioners that the Candler County Code of Ordinances, entitled "Candler County Sign Ordinance," is hereby amended to include the following:

- (A) the definition for "Animated Signs" located in Section 3, is hereby amended to read as follows: "Animated sign shall mean any sign that uses movement or change of light to depict action or create a special effect or scene which uses electrical energy. Except as otherwise specifically

permitted in this sign code, signs shall not contain any intermittent, moving, blinking, flashing, oscillating, scrolling, or fluttering lights or animated parts; nor shall any device be used that has a changing light intensity, brightness of color or give such illusion, except as otherwise specifically permitted by this sign code. This definition does not prohibit the use of illuminated signs so long as they are not (1) directly visible from adjacent streets or property, (2) expose neon-type tubing parts as part of any sign and/or on a building; and/or (3) emit or reflect with such intensity sufficient to constitute a demonstrable hazard to vehicle traffic or pedestrians on any right-of-way or parking lot from which the sign may be viewed. Any illumination must be of reasonable intensity and shall not spill onto adjacent properties or rights-of-ways. If illuminated, the illumination shall not interfere with the visibility of, or obscure, an official traffic sign, device or signal.

Adopted, approved and enacted this 3 day of February, 2025, at the Regular Meeting of the Board of Commissioners of Candler County.

CANDLER COUNTY BOARD OF COMMISSIONERS



By: David Bradley Jones
David Bradley Jones, Chairman

Attest: Kellie Lank
Kellie Lank, Clerk

Exhibit I

TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

By and Between



THE GEORGIA DEPARTMENT OF TRANSPORTATION

and

CANDLER COUNTY

CONTRACT ID: IGTIA2501387

This Agreement, made and entered into as of February 3, 2025, ("Effective Date"), by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter referred to as the "DEPARTMENT", and CANDLER COUNTY, GEORGIA, acting by and through its Mayor and City Council or Board of Commissioners, as the case may be, hereinafter referred to as the "LOCAL GOVERNMENT".

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

WHEREAS, four (4) of the twelve (12) special tax districts voted to levy the special district sales and use tax by voter referendum: the Central Savannah River Area special tax district, the River Valley special tax district, the Heart of Georgia Altamaha special tax district, and the Southern Georgia special tax district; and

WHEREAS, in accordance with O.C.G.A. § 48-8-249(b)(1) and an Intergovernmental Agreement between the Department and the Georgia State Financing and Investment Commission dated January 1, 2013, and thereafter amended, the Department is authorized to manage the execution, schedule, budget and delivery of the Projects on the Approved Investment List(s) for the special districts; and

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

1) Lake Church Rd, P.I. 0018463

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

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

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

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

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

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

WHEREAS, the Georgia Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or

separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Constitution Article IX, §III, ¶I(a).

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

**ARTICLE I
SCOPE AND PROCEDURE**

A. **General Scope and Procedures.** The SCOPE AND PROCEDURE for the PROJECT is set forth in “Exhibit B”, Scope and Procedure, attached hereto and incorporated as if fully set forth herein.

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

It is understood and agreed that the reimbursement for the PROJECT shall be dependent on the DEPARTMENT’s review and approval of the certified vouchers and contingent upon the availability of TIA PROCEEDS as more specifically set forth in Article VI, COMPENSATION AND PAYMENT.

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

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

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

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

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

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

Each Notice to Proceed will contain a Completion Date for that phase, which shall be binding. If unforeseen conditions are encountered and an extension of the completion date is warranted, the LOCAL GOVERNMENT may request in writing an extension of the completion date for written approval by the DEPARTMENT.

E. **Preliminary Engineering Activities.** The LOCAL GOVERNMENT shall be solely responsible for the Preliminary Engineering (“PE”) activities for the PROJECT. The PE activities shall be accomplished in accordance with the ACT, the DEPARTMENT’S TIA Manual, and all applicable design guidelines and policies

of the DEPARTMENT in order to produce a cost effective PROJECT. Failure to follow the TIA Manual and all applicable guidelines and policies will jeopardize the reimbursement of TIA PROCEEDS in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT for any loss of funding.

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

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

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

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

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

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

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

Specifications Book, current edition; and any Supplemental Specifications and Special Provisions as applicable for the PROJECTS.

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

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

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

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

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

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

ARTICLE II REVIEW OF WORK

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

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

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

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

A. **Term of Agreement.** This Agreement will commence on the Effective Date as defined above and continue through December 31, 2038 unless terminated earlier by either Party in accordance with the termination provisions set forth in Article XI below.

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

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

**ARTICLE IV
RESPONSIBILITY FOR CLAIMS AND LIABILITY**

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

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

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

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

**ARTICLE V
INSURANCE**

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

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

OR

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

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

MINIMUM INSURANCE

- A. Workers' Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance in an amount of not less than one hundred thousand dollars (\$100,000) for injuries, including those resulting in death to any one person, and in an amount of not less than three hundred thousand dollars (\$300,000) on an account of any one occurrence.
- C. Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. GDOT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate. Valuable Papers Insurance in an amount sufficient to assure the restoration

of any plans, drawings, field notes, or other similar data relating to the work covered by the PROJECT.

- D. Where applicable, professional Liability (Errors and Omissions) Insurance with limits not less than the following:
- i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECTS.

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

ARTICLE VI COMPENSATION AND PAYMENT

A. **100% TIA Funded Project.**

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

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

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

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

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

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

It is understood and agreed that the total cost of the PROJECT is the amount established in the Approved Investment List plus any additional funds added with the approval of the DEPARTMENT. This cost or BUDGET ESTIMATE, as shown below, is the maximum amount of TIA PROCEEDS that can be made available

for the PROJECT, contingent upon the provisions set forth herein. The BUDGET ESTIMATE shall include any claims by the LOCAL GOVERNMENT for all costs incurred by the LOCAL GOVERNMENT in the conduct of the entire scope of work for the PROJECT. The LOCAL GOVERNMENT shall be solely responsible for any and all amounts in excess of the BUDGET ESTIMATE or for amounts not available from TIA PROCEEDS.

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

- 1) **Lake Church Rd, P.I. 0018463: FIVE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED THIRTY-EIGHT DOLLARS AND ZERO CENTS (\$531,238.00)**

Costs eligible for reimbursement are those ELIGIBLE PROJECT COSTS as defined in Article VI, COMPENSATION AND PAYMENT. If the PROJECTS costs are less than the BUDGET ESTIMATE, the LOCAL GOVERNMENT will only be compensated for those incurred ELIGIBLE PROJECT COSTS.

D. **Process For Payment.**

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

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

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

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

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

E. **Insufficient TIA FUNDS.**

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

- 1) Terminate this Agreement immediately (and not pursuant to the provisions of Article XI) upon notice to the LOCAL GOVERNMENT and without further obligation on the part of the DEPARTMENT; or
- 2) Direct the Local Government to stop work under this Agreement. Such stop work suspension shall last for a maximum of ninety (90) days. After this ninety (90) day period, if TIA PROCEEDS as designated by the DEPARTMENT for the PROJECTS are available or are anticipated to be available, the

LOCAL GOVERNMENT will have the option to: (1) continue the work under the Agreement; (2) elect to terminate the Agreement pursuant to the termination provisions set forth in Article XI; or (3) agree to a new stop work suspension period as determined by the Department. No delay damages or consequential damages will be recoverable as a result of any stop work suspension period.

ARTICLE VII FINAL PAYMENT

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

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

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

ARTICLE VIII SUBSTANTIAL CHANGES

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

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

ARTICLE IX MAINTENANCE OF CONTRACT COST RECORDS

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

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

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

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

**ARTICLE XI
TERMINATION**

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

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

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

**ARTICLE XII
MAINTENANCE AND OPERATIONS OF PROJECTS**

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

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

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

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

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

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

ARTICLE XIII OWNERSHIP OF DOCUMENTS

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

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

ARTICLE XIV PUBLICATION AND PUBLICITY

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI

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

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

ARTICLE XVII

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

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

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

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

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

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

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

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

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

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

K. EXECUTION. Each of the individuals executing this Agreement represents that they are authorized to execute this Agreement on behalf of their respective entities. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Any party providing an electronic signature agrees to promptly execute and deliver to the other parties an original signed Agreement upon request.

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

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

ARTICLE XVIII COMPLIANCE WITH APPLICABLE LAWS

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

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

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

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

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

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

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

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

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

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

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


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals the day and date herein above written.

GEORGIA DEPARTMENT OF
TRANSPORTATION

CANDLER COUNTY, GEORGIA

Commissioner (Seal)



Signature 2/11/2025
Date

Brad Jones, Chairman
Printed Name/Title

PLACE SEAL HERE



ATTEST:

Treasurer

ATTEST:
I attest to the genuineness of the Seal, and I further attest that the above named officer is duly authorized to execute this document.



Signature 2/11/2025
Date

Kellie Lank, County Clerk
Printed Name/Title

58-600793
Federal Employer Identification Number

EXHIBITS

Exhibit A

Work Schedule

Exhibit B

Scope and Procedure

EXHIBIT A
WORK SCHEDULE

1) Lake Church Rd, P.I. 0018463

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

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

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

EXHIBIT B
SCOPE AND PROCEDURE

- 1)** Construction, operation and maintenance of Lake Church Rd, P.I. 0018463

APPENDICES

Appendix A	Local Project Delivery Application
Appendix B	Certificate of Compliances
Appendix C	Certificate of Compliance with Annual Immigration Reporting Requirements/No Sanctuary Policy/Federal Law Enforcement Cooperation
Appendix D	Georgia Security and Immigration Compliance Act Affidavit
Appendix E	Local Government Resolution

APPENDIX A

LOCAL PROJECT DELIVERY APPLICATION
for the following Projects:

- 1) Lake Church Rd, P.I. 0018463**



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

January 8, 2025

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

**SUBJECT: PI# 0018463, Lake Church Rd
TIA Local Delivery Approval**

Mr. Aasheim:

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

- Preliminary Engineering (PE)
- Utilities (UTL)
- Construction (CST)

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

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

Sincerely,

A handwritten signature in blue ink that reads 'Brent Moseley FOR:'. The signature is written in a cursive style.

Kenneth Franks,
State TIA Administrator

KKF:BAM

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



Transportation Investment Act (TIA) Local Project Delivery Application

Section I – Local Government Applicant Information		
Applicant Candler County		Main Contact Bryan Aasheim
Contact Title County Administrator		Phone Number 912-685-2835
Local Government Email address BAasheim@CANDLERCO-GA.GOV		
Contact Address 1075 East Hiawatha ST, Suite A		
Address Line 2		
City Metter	State GA	Zip Code 30439

Section II – Project Information			
County Candler	City N/A	Congressional District 12	GDOT District 5
Regional Commission HOGA		MPO Region (if applicable) N/A	
Regional Commission ID Number/ PI Number/ and Project Name HG-Candler-003 / 0018463 / Lake Church Rd			
<input type="checkbox"/> Local Government is LAP Certified			

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

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

Section III–Method of Delivery

The Local Government’s plan for delivering the selected phase(s) of the Project. Include in this plan the types of resources needed, both inhouse and consultants, and your procedures for managing project quality, scope, schedule, and budget:

Lake Church Road resurfacing, leveling, and patching is a maintenance project. Candler County will utilize the external resource services of the Counties' Engineering Consultant - EMC Engineering Services, Inc. (EMC) to provide the necessary Engineering services to develop the project documents, plans, and specifications. EMC Engineering will provide Construction Phase Services for this project: administering the bidding process, conducting the PRECON, providing weekly inspections of Construction, observe patching and other critical activities, measuring QTYs and approving pay requests, providing project close out services, and assisting the County with TIA Reimbursement Applications.

Please list the Local Government’s previous experience with Project Delivery. List two projects of similar scope and cost.

Project Name:

Oak Tree Road Paving, Heart of Georgia Project #HG 0166, GA DOT #PI 001870

Project Description:

Paving of an existing dirt road: 1.00 miles of earthwork, base, paving and associated work within the right-ofway of Oak Tree Road in Candler County. The project limits are from approximately 900 feet southeast of State Route 121 along existing Oak Tree Road and continuing southeast for 1.00 miles. The road was vital to access to the School complex which was only accessible from one other paved road until this was complete.

Construction Let Date:

January 19, 2015

Construction Completion Date:

November 1, 2015

Initial Cost Estimate:

\$688,017.00

Final Completed Cost:

\$693,500.00

Project Name:

Windmill & Highbluff Road Paving, HG-0168, HG-0169, GDOT PI# 0011872, PI#0011873

Project Description:

The project includes 0.46- miles of earthwork, base, paving and associated work within the right-of-way of Windmill Road, and 0.40-miles of earthwork, base, paving and associated work within the right-of-way of High Bluff Circle, in Candler County. The project limits are from Metter-Stillmore Highway (CR 226), and along the entire existing lengths of Windmill Road (0.46-miles) and High Bluff Circle (0.40-miles)

Construction Let Date:

October 2015

Construction Completion Date:

October 2016

Initial Cost Estimate:

\$355,250

Final Completed Cost:

\$461,659

Is the Project on the State Route System or does it tie to a State Route?

Yes

Procedures in place or that will be in place for regular reporting to GDOT of Project scope, schedule, and budgets.

EMC Engineering Services, Inc. will develop resurfacing exhibits for the project to include patching locations, typical section, side road apron transitions, and limits of resurfacing. Candler County will advertise for bids utilizing a GDOT unit prices bid schedule. Candler County will award the contract to the lowest bid contractor. EMC will provide the CEI services during the construction phase of the project and monitor the roadway during the warranty period. EMC will provide monthly reports to the County and GDOT regarding the project scope and budget.

The Local Government's procedures in place for contract payment validation.

EMC Engineering Services will provide pay verification services for the County. EMC will measure quantities each month to reconcile the contractors pay request. Once verified for accuracy EMC will prepare a letter with recommendation for payment. EMC will observe the placement of all paving operations to ensure proper thickness and specifications are being adhered to.

The Local Government's conflict of interest policy.

The procurement professional should avoid any actions, relationships, or business transactions that conflict with the lawful interests of the employer or otherwise create conflicts of interests that taint the procurement process and the reputation of Candler County and the state of Georgia. All professionals must comply with the employer's guidelines with respect to reporting outside employment.

Complete the information below and submit to:


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

I hereby certify that I am a principle and duly authorized representative of

Candler County, Georgia, whose address is 1075 E Hiawatha ST, Suite A,

Metter, GA 30439.

LOCAL GOVERNMENT:


_____ (Signature)

County Administrator (Title)

01-07-2025 (Date)

APPENDIX B

CERTIFICATION OF COMPLIANCES

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

I. PROCUREMENT REQUIREMENTS

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

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

II. STATE AUDIT REQUIREMENT

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

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

III. SERVICE DELIVERY STRATEGY REQUIREMENT

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

2/11/2025

Date



Signature

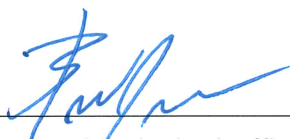
APPENDIX C

**CERTIFICATION OF COMPLIANCE WITH ANNUAL IMMIGRATION REPORTING REQUIREMENTS/
NO SANCTUARY POLICY/FEDERAL LAW ENFORCEMENT COOPERATION**

By executing this document, the undersigned duly authorized representative of the Local Governing Body, certifies that the Local Governing Authority:

- a) has filed a compliant Annual Immigration Compliance Report with the Georgia Department of Audits & Accounts (“GDA&A”) for the preceding calendar year required by O.C.G.A. § 50-36-4(b), or has been issued a written exemption from GDA&A from doing so;
- b) has not enacted a “Sanctuary Policy” in violation of O.C.G.A. § 36-80-23(b); and,
- c) is in compliance with O.C.G.A. §§ 35-1-17 et seq. regarding its obligation to cooperate with federal immigration enforcement authorities to deter the presence of criminal illegal aliens.

As an ongoing condition to receiving funding from the Georgia Department of Transportation, the Local Governing Body shall continue to remain fully compliant with O.C.G.A. §§ 50-36-4, 36-80-23 and 35-1-17 et seq. for the duration of time the subject agreement is in effect.



Signature of Authorized Officer or Agent

Brad Jones

Printed Name of Authorized Officer or Agent

Chairman

Title of Authorized Officer or Agent

2/11/2025

Date

Form Date - May 10, 2024

APPENDIX D

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: Candler County

Contract No. and Name: IG TIA2501387
TRANSPORTATION INVESTMENT ACT OF 2010 PROJECT AGREEMENT

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

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

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

55920
E-Verify / Company Identification Number

9/27/2007
Date of Authorization

[Signature]
Signature of Authorized Officer or Agent
Brad Jones
Printed Name of Authorized Officer or Agent

Chairman
Title of Authorized Officer or Agent
2/11/2025
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
11 DAY OF February, 2025

[Signature: Maranda K. Lank]
Notary Public

My Commission Expires: 01/24/2028



APPENDIX E

LOCAL GOVERNMENT RESOLUTION
for the following Projects:

- 1) Lake Church Rd, P.I. 0018463**

RESOLUTION

STATE OF GEORGIA

CANDLER COUNTY

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

Passed and adopted this the 11th day of February, 2025.

ATTEST:

Maramba K. Lank
COUNTY CLERK

BY:

[Signature]
CHAIRMAN

STATE OF GEORGIA,

CANDLER COUNTY

I, Kellie Lank, as Clerk of Commission, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the Commission Chairman and Board of Commissioners of Candler County.

WITNESS my hand and official signature, this the 11th day of February, 2025.



BY: Maramba K. Lank
CLERK OF
COUNTY OF CANDLER, GEORGIA