

AGENDA
REGULAR MEETING
5:00 P.M.
May 1, 2023

1. Call to Order
2. Invocation and *Pledge of Allegiance*, Presley Douglas, Candler County 4-H Member
3. Approval of Agenda
4. Department Reports
 - a. Metter Fire Department – Jason Douglas
 - b. EMS – Joseph Reynolds
 - c. Roads & Bridges – Jerry Lanier
 - d. Solid Waste – Robert Hendrix
 - e. Recreation – Mike Robins
5. Financial Report –
 - a. Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser
 - b. April 2023 Financial Report
6. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Patty McCracken – Creekside Way, request for paving of the road
7. Application for Commission approval, permit or variance –
8. Approval of Minutes – April 3, 2023 and April 17, 2023 Regular Meeting Minutes
9. Old Business
 - a. Candler County Jail Housing and Support Building – Update
 - b. Request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council
 - c. Consideration of adoption of the Candler County Mobile Home Park Ordinance
10. New Business
 - a. Consideration of an agreement with Cintas, Inc. to provide services to the county facility at 25 W. Daniel St. Metter, GA.
 - b. Consideration of a lease agreement between Candler County and Pitney Bowes for a postal machine located at the Tax Assessor's office
 - c. Consideration of a proposal from Davis Heating & Air to replace two (2) HVAC units at the Candler County Courthouse
 - d. Consideration of a proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse
 - e. Consideration of the proposed second amendment to the PBM Sponsor agreement between Magellan RX Management, LLC and the Candler County Board of Commissioners
 - f. Consideration of the appointment of Ms. Madie Spivey to the Metter-Candler Recreation Department Advisory Board for a term to begin on July 1, 2023

- g. Consideration of the re-appointment of Ms. Cheryl Williams to the L.C. Anderson Memorial Library Board for a term to begin on July 1, 2023
- h. Consideration of the re-appointment of Ms. Lena Brazil to the Candler County Department of Family and Child Services Board for a term to begin on July 1, 2023
- i. Consideration of an agreement between Judicial Alternatives of Georgia, Inc. and the Candler County Board of Commissioners for the provision of probation services to the Candler County State Court
- j. Consideration of a proposal from Metter Eats, LLC to engage with Candler County in a public-private cost share agreement to resurface the intersection of Fortner Rd and Crabby Ln
- k. Consideration of a request from Jill Powell to place a memorial bench at the Candler County Courthouse
- l. Consideration of a proposal from Pareto Health for health insurance costs for FY24
- m. Consideration of a proposed agreement between the Georgia Department of Corrections and Candler County for a work detail at an annual cost of \$49,318
- n. Consideration of an agreement with the Georgia Department of Human Services and Candler County to serve as the fiscal agent for Candler County Family Connection for FY24

11. Report from Chairman

12. Report from County Administrator

13. Report from Attorney

14. Reports from Commissioners

15. Executive Session

16. Adjournment

Board of Commissioners of Candler County
Regular Meeting
May 1, 2023
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, May 1, 2023, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones, Commissioners Gregory Thomas, David Robinson and Blake Hendrix in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank, County Attorney Kendall Gross and attorney Cindy Delgado. The Metter Advertiser was notified of the meeting, but did not attend.

Guests attending this meeting included: Candler County Public Works Superintendent, Jerry Lanier; City of Metter Fire Chief, Jason Douglas and son Presley Douglas; Candler County Sheriff Office, Captain Justin Wells; Candler County EMS Director, Joseph Reynolds; and, Jean Melton Furr.

Call to Order

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

Invocation and Pledge of Allegiance –

Chairman Thrift called on Candler County 4-H member, Presley Douglas, to deliver the invocation and lead the *Pledge of Allegiance*.

Approval of Agenda

Administrator Aasheim requested the agenda be approved with the following additions.

10. New Business...
 - i. **Consideration of an agreement between Judicial Alternatives of Georgia, Inc. and the Candler County Board of Commissioners for the provision of probation services to the Candler County State Court**
 - j. **Consideration of a proposal from Metter Eats, LLC to engage with Candler County in a public-private cost share agreement to resurface the intersection of Fortner Rd and Crabby Ln**
 - k. **Consideration of a request from Jill Powell to place a memorial bench at the Candler County Courthouse**
 - l. **Consideration of a proposal from Pareto Health for health insurance costs for FY24**
 - m. **Consideration of a proposed agreement between the Georgia Department of Corrections and Candler County for a work detail at an annual cost of \$49,318**
 - n. **Consideration of an agreement with the Georgia Department of Human Services and Candler County to serve as the fiscal agent for Candler County Family Connection for FY24**

Commissioner Robinson made a motion to approve the agenda as requested. Commissioner Thomas provided a second. The motion carried 4-0.

Department Reports-**Metter Fire Department – Jason Douglas**

Chief Douglas presented the April 2023 report. (Exhibit A)

EMS – Joseph Reynolds

Director Reynolds presented the April 2023 transport and financial report (Exhibit B)

- No issues with the ambulances
- No questions from the Board

****Vice-Chairman Jones entered the meeting at 5:08 p.m.****

Roads & Bridges – Jerry Lanier

Superintendent Lanier stated the Roads Department are tending to the roads as quickly as possible.

- Trees down from the high winds.
- Tending to the roads as usual - work includes ditching, dragging, cutting, clearing and cleaning culverts

Solid Waste – Robert Hendrix

Not present at this meeting.

Recreation – Mike Robins

Not present due to make-up games.

Financial Report – March 2023 Financial Report**Presentation of the FY22 Candler County financial audit report by Richard Deal and Blake Bloser**

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

April 2023 Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- The General Operating account balance is \$3,622,756.28, with the General Contingency account at \$28,194.87
- Synovus General Fund Investments are \$2,300,000.00
- ARPA balance is \$889,909.39 with the majority of these funds allocated to projects
- The Shared Services District account balance is \$1,274,127.03 with \$300,000.00 allocated for the Lytle Street paving in a joint venture with the Industrial Development Authority.
- The Pareto Health Insurance accounts total \$964,083.30
- Revenues are exceeding the anticipated amounts for the FY23 budget, partly due to the repayment of old debt from the Candler County Hospital
- Expenditures are high – 86% of budget
- SPLOST returns - 100% to IDA Currently received \$364,722.68. Next month, the IDA will receive a final partial payment and the proceeds will go back to the entities.

Citizens wishing to address the Commission – Citizens will be allowed to address the commission Patty McCracken – Creekside Way, request for paving of the road

Commissioner Hendrix made a motion to table Patty McCracken – Creekside Way, request for paving of the road. Commissioner Robinson provided a second. The motion carried 5-0.

Application for Commission approval, permit or variance –

There were no citizens present requesting to address the Commission.

Approval of Minutes – April 3, 2023 1st Regular Meeting and April 17, 2023 2nd Regular Meeting

Vice-Chairman Jones made a motion to approve the April 3, 2023 1st Regular Meeting and April 17, 2023 2nd Regular Meeting Minutes. Commissioner Thomas provided a second. The motion carried 5-0.

Old Business**Candler County Jail Housing and Support Building – Update**

Administrator Aasheim stated there is an inspection meeting and tour scheduled for Tuesday, May 2, 2023 at 9:30 a.m. With no further updates, Aasheim requested this item be tabled.

Commissioner Robinson made a motion to table the Candler County Jail Housing and Support Building. Commissioner Hendrix provided a second. The motion carried 5-0.

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

Administrator Aasheim requested input for another potential candidate considering the original contact had not responded. Ms. Jean Melton who was in attendance for this meeting expressed interest in serving. The information provided by the Georgia Department of Behavioral Health & Developmental Disabilities was given to Ms. Melton. Administrator Aasheim requested this item be tabled to allow Ms. Melton time to review the packet.

Chairman Thrift made a motion to table the request from the Georgia Department of Behavioral Health & Developmental Disabilities for a county appointment to the Region 5 Advisory Council. Commissioner Hendrix provided a second. The motion carried 5-0.

Consideration of adoption of the Candler County Mobile Home Park Ordinance

Administrator Aasheim presented a proposed revision to the Candler County Manufactured Home Park Ordinance for consideration. Ms. Delgado and Vice-Chairman Jones spoke of the revisions made. After a discussion, the following changes were requested prior to approval:

- Change 5.1 Water Supply lines pipe diameter from ¾” to 1” in size
- Delete 5.18 Recreation Area
- Change 5.20 to 5.19, under Street Systems 5.19 (l) and include No Acceptance Language
- Change 5.23 (a) to 5.22 (a) Lot Specification from 14,500 sq ft to 12,500 sq ft

Vice-Chairman Jones made a motion to approve the Candler County Manufactured Home Park Ordinance with the requested revisions, subject to the deletion of 5.18; the change of the pipe diameter from ¾” to 1” in 5.1; the change in the lot size from 14,500 sq ft to 12,500 sq ft in 5.23; and the inclusion to of the non-acceptance language and deletion of anything dealing with GDOT standards. Commissioner Hendrix provided a second. The motion carried 4-1, with Commissioner Robinson voting against.

New Business

Consideration of an agreement with Cintas, Inc. to provide services to the county facility at 25 W. Daniel St. Metter, GA.

Administrator Aasheim presented an agreement with Cintas, Inc for the provision of safety mats at 25 Daniel St. The terms of the agreement are \$650 annually, \$26.42 per delivery.

Commissioner Hendrix made a motion to approve the agreement with Cintas, Inc. to provide services to the county facility at 25 W. Daniel St. Metter, GA. Vice-Chairman Jones provided a second. The motion carried 5-0. (Exhibit D)

Consideration of a lease agreement between Candler County and Pitney Bowes for a postal machine located at the Tax Assessor's office.

Administrator Aasheim requested the Board consider authorizing a lease agreement for a postage machine between Pitney Bowes and the Candler County Tax Assessor for a period of 60 months at a cost of \$1,032.24 per year. Attorney Gross stated this could possibly be paid for with 18SPLOST funds.

Commissioner Hendrix made a motion to approve the lease agreement between Candler County and Pitney Bowes for a postal machine located at the Tax Assessor's office, with the funding source to be determined by Administrator Aasheim based on the amortization schedule. Vice-Chairman Jones provided a second. The motion carried 5-0. (Exhibit E)

Consideration of a proposal from Davis Heating & Air to replace two (2) HVAC units at the Candler County Courthouse

Administrator Aasheim presented two proposals from Davis Heating & Air to replace HVAC units located in the basement of the Candler County Courthouse. Aasheim stated the agreement for services dated 7/1/2022 with Davis Heating & Air under Section 2, states that units which require replacement at a cost of \$12,000 or less shall be purchased from Davis. The quotes for Unit#16 and Unit #17 were recommended to be replaced in September 2022. Replacement quotes for each unit is \$11,980.00 each. Aasheim recommended the funding source be ARPA.

Vice-Chairman Jones made a motion to accept a proposal from Davis Heating & Air to replace two (2) HVAC units at the Candler County Courthouse for \$11,980.00 per unit to be funded from ARPA. Commissioner Hendrix provided a second. The motion carried 4-1, with Commissioner Robinson voting against. (Exhibit G)

Consideration of a proposal from Tyson Utilities Construction, Inc. for repairs to utility lines at the Candler County Courthouse

Administrator Aasheim requested this item be tabled until a proposal is submitted by Tyson Utilities Construction, Inc. for repairs to the wastewater service lines at the Candler County Courthouse. Commissioner Robinson made a motion to table this item, with Commissioner Thomas providing a second. The motion carried 5-0.

Consideration of the proposed second amendment to the PBM Sponsor agreement between Magellan RX Management, LLC and the Candler County Board of Commissioners

Administrator Aasheim presented the second amendment to the PBM Sponsor agreement between Magellan RX, LLC and the Candler County Board of Commissioners.

Commissioner Hendrix made a motion to approve the proposed second amendment to the PBM Sponsor agreement between Magellan RX Management, LLC and the Candler County Board of Commissioners. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit H)

Consideration of the appointment of Ms. Madie Spivey to the Metter-Candler Recreation Department Advisory Board for a term to begin on July 1, 2023

Administrator Aasheim requested the Board consider appointing Madison Spivey to the Metter-Candler Recreation Department Advisory Board for a term to begin on July 1, 2023.

Commissioner Hendrix made a motion to appoint Madison Spivey to the Metter-Candler Recreation Department Advisory Board for a term to begin on July 1, 2023. Commissioner Thomas provided a second. The motion carried 5-0.

Consideration of the re-appointment of Ms. Cheryl Williams to the L.C. Anderson Memorial Library Board for a term to begin on July 1, 2023

Administrator Aasheim requested the Board consider reappointing Cheryl Williams to the L.C. Anderson Memorial Library Board for a term to begin on July 1, 2023.

Commissioner Robinson made a motion to reappoint Cheryl Williams to the L.C. Anderson Memorial Library Board for a term to begin on July 1, 2023. Commissioner Thomas provided a second. The motion carried 5-0.

Consideration of the re-appointment of Ms. Lena Brazil to the Candler County Department of Family and Child Services Board for a term to begin on July 1, 2023

Administrator Aasheim requested the Board consider reappointing Lena Brazil to the Candler County Department of Family and Child Services Board for a term to begin on July 1, 2023.

Vice-Chairman Jones made a motion to reappoint Lena Brazil to the Candler County Department of Family and Child Services Board for a term to begin on July 1, 2023. Commissioner Thomas provided a second. The motion carried 5-0.

Consideration of an agreement between Judicial Alternatives of Georgia, Inc. and the Candler County Board of Commissioners for the provision of probation services to the Candler County State Court

Administrator Aasheim presented an agreement between Judicial Alternative of Georgia, Inc. and the Candler County Board of Commissioners for the provision of probation services to the Candler County State Court.

Commissioner Hendrix made a motion to enter into an agreement between Judicial Alternatives of Georgia, Inc. and the Candler County Board of Commissioners for the provision of probation services to the Candler County State Court. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit I)

Consideration of a proposal from Metter Eats, LLC to engage with Candler County in a public-private cost share agreement to resurface the intersection of Fortner Rd and Crabby Ln

Administrator Aasheim informed the Board of a proposal from Metter Eats, LLC to engage with Candler County to resurface the intersection of Fortner Road and Crabby Lane. Aasheim stated the proposal had not been submitted. Attorney Gross advised that the county must bid out public works projects as

required by Georgia law and recommended that all work done on county Rights-of-way be managed by the county engineering firm. The item died for lack of a motion.

Consideration of a request from Jill Powell to place a memorial bench at the Candler County Courthouse

Administrator Aasheim presented a request from Jill Powell to install a memorial bench at the Candler County Courthouse. After a discussion, the Board agreed to oversee this project with the funding provided for by the requesting party.

Commissioner Thomas made a motion to approve the request from Jill Powell to place a memorial bench at the Candler County Courthouse with the County overseeing the project. Commissioner Robinson provided a second. The motion carried 5-0.

Consideration of a proposal from Pareto Health for health insurance costs for FY24

Administrator Aasheim presented a proposal for the cost of stop loss, administration and aggregate claim attachment from Pareto Health for FY24 that included two options. Option 1 with an annual specific deductible per individual of \$40,000.00 or Option 2 with an annual specific deductible per individual of \$50,000.00. Aasheim suggested Option 2.

Chairman Thrift made a motion to accept option 2 of the proposal from Pareto Health for health insurance costs for FY24. Commissioner Thomas provided a second. The motion carried 5-0.

Consideration of a proposed agreement between the Georgia Department of Corrections and Candler County for a work detail at an annual cost of \$49,318

Administrator Aasheim presented an agreement between the Georgia Department of Corrections and Candler County for a work detail at an annual cost of \$49,318.00.

Chairman Thrift made a motion to enter into a proposed agreement between the Georgia Department of Corrections and Candler County for a work detail at an annual cost of \$49,318.
(Exhibit J)

Consideration of an agreement with the Georgia Department of Human Services and Candler County to serve as the fiscal agent for Candler County Family Connection for FY24

Administrator Aasheim requested this item be tabled until the next meeting due to not having the contract in hand to approve. Chairman Thrift made a motion to table the consideration of an agreement with the Georgia Department of Human Services and Candler County to serve as the fiscal agent for Candler County Family Connection for FY24. Commissioner Thomas provided a second. The motion carried 5-0.

Report from Chairman

Chairman Thrift requested Attorney Gross to advise 24SPLOST allocation to the Industrial Development Authority over a period of time in advance. Gross advised that there was no legal objection to the allocation of funds, but advised that any open ended or ongoing arrangement for distribution of funds may jeopardize county projects and their funding.

****Commissioner Robinson left the meeting at 6:34 p.m.****

Report from County Administrator

Administrator Aasheim reported on the following item:

- Jail meeting May 2nd at 9:30 a.m.
- Budget workshops begin Thursday May 4th at 4:00 p.m.
- Reported on Chief Tax Appraiser violation increases
- New Tax Assessor employee hired
- Requested executive session to discuss litigation

Report from Attorney

Attorney Gross requested executive session for litigation.

Reports from the Commissioners

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

Vice-Chairman Jones representing Commission District 2, reported on incorrectly installed electrical boxes within the county that are a potential hazard.

Commissioner Robinson representing Commission District 3, was not present at this time of the meeting.

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

Executive Session - Personnel

Vice-Chairman Jones moved to exit into Executive Session to discuss ligation at 7:06 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 4-0.

Vice-Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:50 p.m. Chairman Thrift provided a second to the motion. The motion carried 4-0.

Commissioner Thomas moved to authorize the signing of the *Closed Meeting Affidavit* certifying that executive session was for litigation. Commissioner Hendrix provided the second to the motion. The motion carried 4-0.


Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:51 p.m. Vice-Chairman Jones provided a second to the motion. The motion carried 4-0.



Maranda K. Lank, Clerk

Attest



Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Brad Jones
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

David Robinson
Commissioner

Blake Hendrix
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

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

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

3.
The executive session was called to order at 7:06 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 1st day of May 2023.

Sworn to and subscribed before me
This 1st day of May 2023.

Maranda K. Lank
Notary Public



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

1075 EAST HIAWATHA STREET, SUITE A, METTER, GEORGIA 30439

(912) 685-4823 FAX (912) 685-4823

Exhibit A

Metter Fire Rescue Response ListApr-23Call Type and Jurisdiction

4/1/20223

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	1	3	0	1	11	5	0	0	5	1	27
County	2	1	1	4	0	6	0	0	0	5	0	19
Total	2	2	4	4	1	17	5	0	0	10	1	

Total Calls	46
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48 Total Calls 1 Mutual aid Given to Tatnall County

1 Mutual aid Given to Emanuel County

Apr-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	1	1	4	7	0	0	3	0	17
County	0	2	3	10	0	5	0	0	1	2	0	23
Total	0	2	4	11	1	9	7	0	1	5	0	

Total Calls	40
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41 Total Calls == 1 Mutual Rescue call given to Emanuel County

Exhibit B

APRIL 2023 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	68
FROM SCENE TO MEADOWS	1
FROM SCENE TO EGRMC	24
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	1
SCENE TO CANDLER HOSPITAL SAVANNAH	1
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	1
LIFT ASSIST/REFUSAL	4
REFUSAL	23
MUTAL AID	0
TRANS CCH TO MEMORIAL	10
TRANS CCH TO EMANUEL	0
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	0
TRANS CCH TO ST JOSEPH	1
TRANS CCH TO AUGUSTA UNIVERSITY	2
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	2
TRANS CCH TO EGRMC	17
TRANS CCH TO MEADOWS	4

TRANS CCH TO COLISEUM MEDICAL MACON GA	0
TRANS CCH TO NAVACIENT HEALTH MACON GA	0
CCH TO NURSING HOME	7
TRANS CCH TO HOSPICE	0
CORNOR CALL	2
CANCELLED CALL	2
AIR TRANSPORT (COVID)	0
NO PT CONTACT	1
CCH TO RES FOR HOSPICE	0
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	3
EMS NOT NEEDED	2
RES TO HOSPICE HOUSE	0

TOTAL

176

Exhibit C

Account Number

GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$3,622,756.28	\$3,622,756.28	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$28,194.87	\$28,194.87	\$0.00	
100-11-6202	SYNOVUS SECURITIES-(Market)			4/30/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$2,300,000.00		4/30/2023 Value	
	Total	\$5,950,951.15			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$10,316.69	\$10,316.69	\$0.00	
100-11-6201	SYNOVUS SECURITIES-(Market)			2/28/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$1,806,000.00		2/28/2023 Value	
	Total	\$1,816,316.69			
100-11-1135	JUVENILE COURT FUND QNB	\$2,328.89	\$2,328.89	\$0.00	
100-11-1139	CANDLER COUNTY JAIL FUND	\$221,661.27	\$221,661.27	\$0.00	
100-11-1167	HOSPITAL LOC	\$53,660.11	\$53,660.11	\$0.00	
	Fund 100 Totals	\$8,934,827.50			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$52,837.29	\$52,837.29	\$0.00	
	Fund 212 Totals	\$52,837.29			
E-911 FUND					
215-11-1138	E-911 FUND QNB	\$364,204.55	\$364,204.55	\$0.00	
	Fund 215 Totals	\$364,204.55			
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$889,909.39	\$889,909.39	\$0.00	
	Fund 230 Totals	\$889,909.39			
LMIG FUND					
250-11-1110	LMIG	\$515,808.45	\$515,808.45	\$0.00	
	Fund 250 Totals	\$515,808.45			
SSD FUND					
270-11-1110	Special Services District	\$1,274,127.03	\$1,274,127.03	\$0.00	
	Fund 270 Totals	\$1,274,127.03			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$147,781.83	\$147,781.83	\$0.00	
	Fund 285 Totals	\$147,781.83			
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$968,548.34	\$968,548.34	\$0.00	
	Fund 320 Totals	\$968,548.34			
TSPLOST CAPITAL					
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$1,026,572.58	\$1,026,572.58	\$0.00	
	Fund 335 Totals	\$1,026,572.58			
HEALTH INS/PARETO					
601-11-1112	HEALTH INSURANCE/RESERVE	\$773,102.94	\$773,102.94	\$0.00	
601-11-1110	HEALTH INSURANCE/PARETO	\$190,980.36	\$190,980.36	\$0.00	
	Fund 601 Totals	\$964,083.30			
	Report Totals	\$22,905,968.10			

Revenue Account Range: 100-00-0000 to 100-99-9999 to 100-99-9999 Year To Date As Of: 04/30/23
 Expend Account Range: 100-0000-00-0000 to 100-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Include Non-Budget: No Prior Year: 07/01/21 to 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-31-1100	REAL PROP-CUR YEAR	2,988,753.43	3,200,000.00	3,260,334.62	3,260,334.62	0.00	60,334.62	102
100-31-1120	TIMBER TAX	44,558.76	55,000.00	52,854.40	52,854.40	0.00	2,145.60-	96
100-31-1190	HOSPITAL LEVY	276,957.04	280,000.00	296,024.97	296,024.97	0.00	16,024.97	106
100-31-1200	REAL PROP-PRIOR YEAR	198,282.40	250,000.00	116,247.30	116,247.30	0.00	133,752.70-	46
100-31-1314	ALTERNATIVE AD VAL T	9,430.80	9,500.00	0.00	0.00	0.00	9,500.00-	0
100-31-1315	TAVT	507,511.13	550,000.00	546,844.78	546,844.78	0.00	3,155.22-	99
100-31-1320	MOBILE HOME	25,264.94	35,000.00	31,461.66	31,461.66	0.00	3,538.34-	90
100-31-1350	RAILROAD EQUIPMENT	3,877.54	3,800.00	3,989.73	3,989.73	0.00	189.73	105
100-31-1390	OTHER REVENUES	0.00	0.00	31.64	31.64	0.00	31.64	0
100-31-1500	PROPERTY NOT ON DIGE	184,775.28	190,000.00	154,886.30	154,886.30	0.00	35,113.70-	82
100-31-1600	REAL ESTATE TRANSFER	55,056.49	55,000.00	36,588.65	36,588.65	0.00	18,411.35-	67
100-31-3100	LOST	715,915.94	900,000.00	786,243.00	786,243.00	0.00	113,757.00-	87
100-31-6300	FINANCIAL INSTITUTIO	26,643.00	25,000.00	25,803.00	25,803.00	0.00	803.00	103
100-31-9110	PEN & INT-REAL	110,520.36	120,000.00	92,163.53	92,163.53	0.00	27,836.47-	77
100-31-9500	PEN & INT-FIFA	5,543.80	4,800.00	5,321.42	5,321.42	0.00	521.42	111
100-32-1240	HUNTING CAMP LIC/PER	1,500.00	1,700.00	1,600.00	1,600.00	0.00	100.00-	94
100-32-2211	LAND TRANSFER FEE	2,420.00	2,000.00	1,330.00	1,330.00	0.00	670.00-	66
100-32-2240	MOBILE HOME PERMITS	7,000.00	0.00	0.00	0.00	0.00	0.00	0
100-32-2250	ELECTRICAL PERMITS	2,345.00	0.00	0.00	0.00	0.00	0.00	0
100-32-2991	LAND DISTURBING FEES	2,921.45	0.00	0.00	0.00	0.00	0.00	0
100-33-1113	HHS & HRSA GRANT_COVID-19	2,531.28	0.00	0.00	0.00	0.00	0.00	0
100-33-1152	GEWA EMA PARTNERSHIP	7,328.00	7,328.00	0.00	0.00	0.00	7,328.00-	0
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	37,677.50	0.00	0.00	0.00	0.00	0.00	0
100-33-4211	FAMILY CONNECTIONS GRANT	48,078.99	52,500.00	51,450.06	51,450.06	0.00	1,049.94-	98
100-33-4212	FAMILY CONNECTIONS â€ DFCS GRANT	0.00	75,000.00	37,500.00	37,500.00	0.00	37,500.00-	50
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)	0.00	25,000.00	21,619.59	21,619.59	0.00	3,380.41-	86
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT	54,166.70	65,000.00	54,166.70	54,166.70	0.00	10,833.30-	83
100-34-1120	STATE COURT - COMMUNITY SERVICE	3,011.10	4,000.00	0.00	0.00	0.00	4,000.00-	0
100-34-1190	STATE COURT - JOF	3,066.05	3,500.00	2,535.37	2,535.37	0.00	964.63-	72
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	39,648.21	45,000.00	44,115.37	44,115.37	0.00	884.63-	98
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	32,160.25	35,000.00	34,303.92	34,303.92	0.00	696.08-	98
100-34-1910	ELECTION FEES	504.00	0.00	0.00	0.00	0.00	0.00	0
100-34-1930	SALE OF MAPS	16.00	0.00	0.00	0.00	0.00	0.00	0
100-34-1940	COMMISSIONS ON TAXES	14,160.21	17,500.00	14,831.23	14,831.23	0.00	2,668.77-	85
100-34-1941	METTER TAX COLLECTIO	4,500.00	4,500.00	4,500.00	4,500.00	0.00	0.00	100
100-34-2100	LAW ENFORCEMENT FEES	18,078.00	23,000.00	19,643.00	19,643.00	0.00	3,357.00-	85

Board of Commission
Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-34-2201	SCHOOL RESOURCE OFFICER	28,945.00	40,000.00	31,012.80	31,012.80	0.00	8,987.20-	78
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	3,123.44	4,000.00	2,851.88	2,851.88	0.00	1,148.12-	71
100-34-2600	EMS TRIP SERVICE FEES	443,801.27	510,000.00	523,932.01	523,932.01	0.00	13,932.01	103
100-34-2601	EMS ANNUAL FEES	480,191.13	525,000.00	521,746.38	521,746.38	0.00	3,253.62-	99
100-34-2602	EMS LEGAL RECOVERY OF BACK DEBT	2,541.65	0.00	3,148.64	3,148.64	0.00	3,148.64	0
100-34-2603	GDCH Medicaid UPL Supplment	0.00	0.00	35,684.04	35,684.04	0.00	35,684.04	0
100-34-2900	HOSPITAL DEBT SERVICE FEES	1,228.96	0.00	573.60	573.60	0.00	573.60	0
100-34-4131	RECYCLED MATERIALS	6,848.40	2,000.00	3,242.60	3,242.60	0.00	1,242.60	162
100-34-4150	TIPPING LANDFILL FEES	72,950.38	85,000.00	92,771.33	92,771.33	0.00	7,771.33	109
100-34-4151	RESIDENTIAL LDFL USE	443,526.51	505,000.00	482,885.65	482,885.65	0.00	22,114.35-	96
100-34-4152	RECYCLE CTR FEES	1,895.00	2,000.00	987.76	987.76	0.00	1,012.24-	49
100-34-4153	INERT LANDFILL FEES	17,578.17	20,000.00	20,253.27	20,253.27	0.00	253.27	101
100-34-7202	JACK STRICKLAND RENT	2,350.00	2,500.00	1,500.00	1,500.00	0.00	1,000.00-	60
100-34-7205	REC DEPT REGISTRATIO	28,580.00	30,000.00	30,295.00	30,295.00	0.00	295.00	101
100-34-7206	REC DEPT CONCESSIONS	5,800.92	8,500.00	7,775.01	7,775.01	0.00	724.99-	91
100-34-7207	REC DEPT SPONSORS	6,716.00	7,500.00	2,800.00	2,800.00	0.00	4,700.00-	37
100-34-7209	REC DEPT ADMISSIONS	2,085.00	3,000.00	5,272.00	5,272.00	0.00	2,272.00	176
100-34-7210	REC DEPT TOURNAMENT	775.00	1,000.00	1,860.00	1,860.00	0.00	860.00	186
100-35-1110	SUPERIOR COURT FINES	14,793.12	20,000.00	9,449.03	9,449.03	0.00	10,550.97-	47
100-35-1120	STATE COURT FINES	438,873.67	450,000.00	290,173.78	290,173.78	0.00	159,826.22-	64
100-35-1130	MAGISTRATE COURT	25,239.00	30,000.00	20,133.50	20,133.50	0.00	9,866.50-	67
100-35-1150	PROBATE COURT	25,313.17	25,000.00	24,827.73	24,827.73	0.00	172.27-	99
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	43,129.65	50,000.00	29,117.19	29,117.19	0.00	20,882.81-	58
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	23,134.35	27,500.00	16,792.82	16,792.82	0.00	10,707.18-	61
100-35-1408	JUVE COURT ADD ON FEE	803.50	700.00	70.00	70.00	0.00	630.00-	10
100-35-1901	PUBLIC DEFENDER FEES	1,150.50	1,000.00	1,061.00	1,061.00	0.00	61.00	106
100-36-1001	INTEREST INCOME	8,480.83	15,000.00	28,201.18	28,201.18	0.00	13,201.18	188
100-36-1003	INTEREST INCOME - GENERAL FUND CD	2,955.65	0.00	0.00	0.00	0.00	0.00	0
100-37-1001	PRIVATE DONATIONS	1,250.00	0.00	7,608.00	7,608.00	0.00	7,608.00	0
100-38-9001	MISC SALE OF PIPE	11,447.50	15,000.00	6,011.49	6,011.49	0.00	8,988.51-	40
100-38-9003	MISC TAX COMM FICA	5,622.47	6,100.00	5,004.37	5,004.37	0.00	1,095.63-	82
100-38-9005	MISCELLANEOUS	24,918.59	20,000.00	14,820.12	14,820.12	0.00	5,179.88-	74
100-38-9006	INSURANCE PROCEEDS	14,983.66	17,500.00	6,765.86	6,765.86	0.00	10,734.14-	39
100-38-9007	MISC SALE OF SIGNS	52.00	0.00	572.00	572.00	0.00	572.00	0
100-38-9010	MISC SALE OF USED MOTOR GRADER BLADES	484.68	0.00	0.00	0.00	0.00	0.00	0
100-38-9011	PUBLIC DEFENDER- SURPLUS REFUND	8,079.28	0.00	0.00	0.00	0.00	0.00	0
100-38-9012	MISC INCOME - ACCG-GMIWCF REFUNDS	19,331.00	0.00	0.00	0.00	0.00	0.00	0
100-38-9013	SUPERIOR COURT CLERK REIMBURSEMENT GRANT	0.00	11,828.00	14,057.48	14,057.48	0.00	2,229.48	119
100-38-9014	OPIOID SETTLEMENT	0.00	7,620.04	28,309.60	28,309.60	0.00	20,689.56	372
100-38-9015	SUPERIOR COURT - BUDGET SURPLUS REIMBURS	0.00	11,224.41	11,224.41	11,224.41	0.00	0.00	100

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

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Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
100-38-9999	CANCEL PRIOR YEAR EXPENSE	1,167.70	0.00	626.91	626.91	0.00	626.91	0
100-39-1001	IF TRANSFER - ARPA FOR PUBLIC SAFETY	0.00	150,000.00	0.00	0.00	0.00	150,000.00-	0
100-39-1002	IF TRANSFER - SSD FOR CODE ENFORCEMENT	0.00	11,065.08	11,000.69	11,000.69	0.00	64.39-	99
100-39-1800	FUND BALANCE USE	0.00	135,898.18	0.00	0.00	0.00	135,898.18-	0
100-39-2100	SALE OF ASSETS	57,107.39	0.00	18,655.00	18,655.00	0.00	18,655.00	0
100-39-3701	CANDLER COUNTY HOSPITAL_DEBT RECIEVABLE	0.00	0.00	1,324,751.23	1,324,751.23	0.00	1,324,751.23	0
	100 GENERAL FUND Revenue Total	7,711,458.19	8,790,063.71	9,334,215.60	9,334,215.60	0.00	544,151.89	90
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
1100	LEGISLATIVE	42,379.60	66,950.58	48,780.24	48,780.24	0.00	18,170.34	73
1300	EXECUTIVE	189,976.58	232,298.82	197,113.72	197,113.72	0.00	35,185.10	85
1400	ELECTIONS & VOTER REGISTRATION	70,160.57	120,505.16	91,028.61	91,028.61	0.00	29,476.55	76
1510	ADMINISTRATION	305,159.51	330,903.97	295,865.45	295,865.45	0.00	35,038.52	89
1514	BOARD OF EQUALIZATION:	2,390.63	5,287.34	3,789.96	3,789.96	0.00	1,497.38	72
1535	INFORMATION TECHNOLOGY:	131,506.39	141,500.00	123,901.48	123,901.48	0.00	17,598.52	88
1545	TAX COMMISSIONER	227,140.33	296,711.99	243,228.08	243,228.08	0.00	53,483.91	82
1550	TAX ASSESSOR	206,239.28	303,955.29	255,968.33	255,968.33	0.00	47,986.96	84
1565	PUBLIC BUILDINGS	194,727.17	240,668.00	214,899.43	214,899.43	0.00	25,768.57	89
2150	SUPERIOR COURT	181,323.83	220,482.70	188,981.63	188,981.63	0.00	31,501.07	86
2180	CLERK OF COURT	186,189.39	324,460.25	277,203.23	277,203.23	0.00	47,257.02	85
2300	STATE COURT	97,056.05	132,647.50	108,431.05	108,431.05	0.00	24,216.45	82
2400	MAGISTRATE COURT	78,207.62	35,186.21	30,634.52	30,634.52	0.00	4,551.69	87
2450	PROBATE COURT	125,810.71	160,341.09	138,058.45	138,058.45	0.00	22,282.64	86
3300	SHERIFF	1,217,883.40	1,563,741.22	1,247,876.20	1,247,876.20	0.00	315,865.02	80

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
3326	DETENTION CENTER	582,158.46	834,033.82	633,365.53	633,365.53	0.00	200,668.29	76
3600	EMERGENCY MEDICAL SERVICES	923,854.23	1,221,306.96	1,001,989.02	1,001,989.02	0.00	219,317.94	82
3700	CORONER	19,971.05	32,050.33	16,548.73	16,548.73	0.00	15,501.60	52
3920	EMERGENCY MANAGEMENT ASSOCIATION	17,027.26	18,590.47	18,620.59	18,620.59	0.00	30.12-	100
4200	ROADS & BRIDGES	887,159.54	1,204,082.37	1,050,598.20	1,050,598.20	0.00	153,484.17	87
4530	SOLID WASTE DISPOSAL	317,519.57	470,249.24	348,330.19	348,330.19	0.00	121,919.05	74
5550	FAMILY CONNECTIONS:	39,333.20	127,500.00	43,166.60	43,166.60	0.00	84,333.40	34
7130	AGRICULTURAL RESOURCES	51,785.38	86,808.00	48,016.96	48,016.96	0.00	38,791.04	55
7450	CODE ENFORCEMENT	9,118.13	11,065.08	5,831.02	5,831.02	0.00	5,234.06	53
7460	RECREATION DEPARTMENT	195,306.10	277,144.56	220,689.90	220,689.90	0.00	56,454.66	80
8000	DEBT SERVICES:	18,750.00	25,000.00	18,750.00	18,750.00	0.00	6,250.00	75
9000	OTHER DEPARTMENTS	84,821.92	303,456.04	676,283.61	676,283.61	0.00	372,827.57-	223
100	GENERAL FUND Expend Total	6,402,955.90	8,786,926.99	7,547,950.73	7,547,950.73	0.00	1,238,976.26	86
100	GENERAL FUND							
		Prior	Current	YTD				
	Revenues:	7,711,458.19	9,334,215.60	9,334,215.60				
	Expended:	6,402,955.90	7,547,950.73	7,547,950.73				
	Net Income:	1,308,502.29	1,786,264.87	1,786,264.87				
	Grand Totals	Prior	Current	YTD				
	Revenues:	7,711,458.19	9,334,215.60	9,334,215.60				
	Expended:	6,402,955.90	7,547,950.73	7,547,950.73				
	Net Income:	1,308,502.29	1,786,264.87	1,786,264.87				

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

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Revenue Account Range: 230-00-0000 to 230-99-9999 to 230-99-9999 Year To Date As Of: 04/30/23
 Expend Account Range: 230-0000-00-0000 to 230-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Include Non-Budget: No Prior Year: 07/01/21 to 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
230-33-1113	HHS & HRSA GRANT_COVID-19	30,958.57	0.00	0.00	0.00	0.00	0.00	0
230-36-1001	INTEREST INCOME	329.17	0.00	7,084.82	7,084.82	0.00	7,084.82	0
	230 AMERICAN RESCUE PLAN (A Revenue Total)	31,287.74	0.00	7,084.82	7,084.82	0.00	7,084.82	0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
230-1510-00-0000	ADMINISTRATION	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1100	REGULAR EMPLOYEES	86,658.25	0.00	0.00	0.00	0.00	0.00	0
230-1510-51-1109	EMPLOYEE INFLATION PAY SUPPLEMENT	0.00	74,000.00	81,544.91	81,544.91	0.00	7,544.91-	110
230-1565-00-0000	PUBLIC BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0
230-1565-54-2202	PUBLIC BUILDINGS - COURTHOUSE HVAC	0.00	64,500.00	64,500.00	64,500.00	0.00	0.00	100
230-1565-54-2203	PUBLIC BUILDING-COURTHOUSE CLOCK REPAIR	0.00	9,945.00	0.00	0.00	0.00	9,945.00	0
230-2180-00-0000	CLERK OF COURT	0.00	0.00	0.00	0.00	0.00	0.00	0
230-2180-52-1200	CLERK OF COURT_INDEXING OF DEED RECORDS	0.00	0.00	31,075.00	31,075.00	0.00	31,075.00-	0
230-3300-00-0000	SHERIFF	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3300-54-2200	SHERIFF - VEHICLES - NEW	44,576.73	130,000.00	96,134.33	96,134.33	0.00	33,865.67	74
230-3300-54-2501	SHERIFF - SAFETY EQUIPMENT	0.00	87,000.00	79,314.51	79,314.51	0.00	7,685.49	91
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	0.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-52-3700	EMS - ONLINE TRAINING SYSTEM_LEXIPOL	0.00	1,560.00	1,560.00	1,560.00	0.00	0.00	100
230-3600-53-1600	EMS - LUCAS DEVICE	14,215.52	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1601	EMS - POWERPROXT & POWERLOAD SYSTEM	33,588.25	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1602	EMS - STRYKER STAIR CHAIR (4)	12,862.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1603	EMS - ZOLL ZVENT (3)	41,465.79	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1605	EMS - UV Decontamination System (2)	3,250.00	0.00	0.00	0.00	0.00	0.00	0
230-3600-53-1606	EMS - FY22 HRSA ARP RURAL EMS GRANT	36,333.03	0.00	0.00	0.00	0.00	0.00	0
230-3600-54-2200	EMS - TYPE 1 AMBULANCE	193,712.00	0.00	227,481.50	227,481.50	0.00	227,481.50-	0
230-3600-54-2201	EMS - 2022 FORD F150 SUPER VIN#2939	30,452.76	0.00	1,368.82	1,368.82	0.00	1,368.82-	0
230-4200-00-0000	ROADS & BRIDGES	0.00	0.00	0.00	0.00	0.00	0.00	0
230-4200-53-1106	ROADS - FINDLEY & HARDIWMAN	4,344.00	0.00	0.00	0.00	0.00	0.00	0
	230 AMERICAN RESCUE PLAN (A Expend Total)	501,458.33	367,005.00	582,979.07	582,979.07	0.00	215,974.07-	159

230 AMERICAN RESCUE PLAN (ARP) ACT FUND	Prior	Current	YTD
Revenues:	31,287.74	7,084.82	7,084.82
Expended:	501,458.33	582,979.07	582,979.07

Board of Commissioner andler County
Statement of Revenue and Expenditures

Revenue Account Range: 250-00-0000 to 250-99-9999 to 250-99-9999 Year To Date As of: 04/30/23
 Expend Account Range: 250-0000-00-0000 to 250-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Include Non-Budget: No Prior Year: 07/01/21 to 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
250-33-4232	DOT GRANT - LMIG (USE FOR FUTURE YEARS)	446,340.44	450,000.00	455,397.45	455,397.45	0.00	5,397.45	101
250-36-1001	LMIG INTEREST INCOME	843.38	1,000.00	3,526.29	3,526.29	0.00	2,526.29	353
250-38-9005	MISCELLANEOUS	67,007.63	0.00	0.00	0.00	0.00	0.00	0
	250 LMIG FUND Revenue Total	514,191.45	451,000.00	458,923.74	458,923.74	0.00	7,923.74	102

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
250-4200-00-0000	LMIG CONTROL ACCOUNT	0.00	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1401	INFRASTRUCTURE 2022 LMIG	0.00	446,340.44	446,340.44	446,340.44	0.00	0.00	100
250-4200-54-1402	INFRASTRUCTURE 2016 LMIG	0.00	450,000.00	0.00	0.00	0.00	450,000.00	0
250-4200-54-1405	INFRASTRUCTURE 2019 LMIG SAP	10,466.90	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1408	INFRASTRUCTURE 2021 LMIG	405,287.25	0.00	0.00	0.00	0.00	0.00	0
250-4200-54-1409	INFRASTRUCTURE 2021 LMIG SAP	0.00	0.00	62,806.50	62,806.50	0.00	62,806.50	0
	250 LMIG FUND Expend Total	415,754.15	896,340.44	509,146.94	509,146.94	0.00	387,193.50	57

	Prior	Current	YTD
Revenues:	514,191.45	458,923.74	458,923.74
Expended:	415,754.15	509,146.94	509,146.94
Net Income:	98,437.30	50,223.20-	50,223.20-

Grand Totals	Prior	Current	YTD
Revenues:	514,191.45	458,923.74	458,923.74
Expended:	415,754.15	509,146.94	509,146.94
Net Income:	98,437.30	50,223.20-	50,223.20-

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-9000-54-1031	FIRE CAPITAL STIPEND	0.00	36,620.00	0.00	0.00	0.00	36,620.00	0
270-9000-57-1010	INDUSTRIAL AUTHORITY	101,485.80	121,797.00	101,497.50	101,497.50	0.00	20,299.50	83
270-9000-57-1011	AIRPORT AUTHORITY	16,399.70	20,663.61	17,219.70	17,219.70	0.00	3,443.91	83
270-9000-57-1012	AIRPORT AUTHORITY-SPECIAL APPROPRIATION	42,288.37	0.00	0.00	0.00	0.00	0.00	0
270-9000-57-1030	FIRE PROTECTION METTER	250,478.80	330,861.37	275,717.80	275,717.80	0.00	55,143.57	83
270-9000-57-1032	ANIMAL CONTROL - METTER	0.00	76,377.42	63,647.90	63,647.90	0.00	12,729.52	83
270-9000-57-1060	LIBRARY	43,393.00	53,871.50	44,892.90	44,892.90	0.00	8,978.60	83
	270 SPECIAL SERVICE DISTRICT Expend Total	754,564.24	1,037,700.00	810,706.28	810,706.28	0.00	226,993.72	78

	Prior	Current	YTD
Revenues:	1,045,830.49	1,127,445.33	1,127,445.33
Expended:	754,564.24	810,706.28	810,706.28
Net Income:	291,266.25	316,739.05	316,739.05

Grand Totals	Prior	Current	YTD
Revenues:	1,045,830.49	1,127,445.33	1,127,445.33
Expended:	754,564.24	810,706.28	810,706.28
Net Income:	291,266.25	316,739.05	316,739.05

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

May 1, 2023
02:01 PM

Revenue Account Range: 321-00-0000 to 321-99-9999 Year To Date As Of: 04/30/23
 Expend Account Range: 321-0000-00-0000 to 321-9999-99-9999 Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Include Non-Anticipated: Yes Prior Year: 07/01/21 to 04/30/22
 Include Non-Budget: No

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
321-31-3208	2018 SPLOST (COUNTY 56%)	654,179.62	515,200.00	561,303.69	561,303.69	0.00	46,103.69	109
321-31-3209	2018 SPLOST (Hospital 20%)	292,044.47	230,000.00	222,522.50	222,522.50	0.00	7,477.50-	97
321-31-3210	2018 SPLOST (Metter 40%)	467,271.19	368,000.00	395,218.86	395,218.86	0.00	27,218.86	107
321-31-3211	2018 SPLOST (Pulaski 4%)	46,727.12	36,800.00	39,521.88	39,521.88	0.00	2,721.88	107
321-31-3212	2018 SPLOST (INDUSTRIAL AUTHORITY)	0.00	500,000.00	364,722.68	364,722.68	0.00	135,277.32-	73
321-33-4310	LWCF-RECREATION DEPART LIGHTING PROJECT	0.00	100,000.00	100,000.00	100,000.00	0.00	0.00	100
321-36-1005	INTEREST INC 2018 SP	1,208.21	1,100.00	5,154.15	5,154.15	0.00	4,054.15	469
321-36-1006	INTEREST INC 2018 SPLOST Hospital 20%	58.50	100.00	49.65	49.65	0.00	50.35-	50
	321 2018 SPLOST FUND Revenue Total	1,461,489.11	1,751,200.00	1,688,493.41	1,688,493.41	0.00	62,706.59-	96

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321-1510-00-0000	2018 SPLOST_New	0.00	0.00	0.00	0.00	0.00	0.00	0
321-1510-54-2301	COUNTY ADMIN_BOARDROOM CHAIRS_CAPITAL	0.00	2,500.00	3,542.15	3,542.15	0.00	1,042.15-	142
321-1535-54-2301	IT - MultiFunction Printers - Capital	0.00	42,005.91	39,510.69	39,510.69	0.00	2,495.22	94
321-1535-54-2400	IT/DATA CENTER CAPITAL OUTLAYS	2,489.32	10,000.00	1,122.11	1,122.11	0.00	8,877.89	11
321-1535-54-2401	IT - COURTHOUSE RENO IT UPGRADE	3,364.20	0.00	0.00	0.00	0.00	0.00	0
321-1535-54-2402	COUNTY GEN ADMIN-BOC CLERK-LAPTOP	0.00	3,010.00	2,846.28	2,846.28	0.00	163.72	95
321-1550-54-2301	COUNTY GEN ADMIN - TAX ASSESSOR - FF&E	4,500.00	0.00	0.00	0.00	0.00	0.00	0
321-1550-54-2400	TAX ASSESSOR - COMPUTERS(3)	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0
321-1565-54-1002	PUBLIC BUILDINGS-COURTHOUSE RENOVATION	143,395.11	0.00	0.00	0.00	0.00	0.00	0
321-1565-54-1003	COURTHOUSE VCT SYSTEM	12,999.50	0.00	0.00	0.00	0.00	0.00	0
321-2180-54-2501	COUNTY GEN ADMIN - COC - OFFICE EQUIPMEN	0.00	0.00	0.00	0.00	0.00	0.00	0
321-2450-54-2301	COUNTY GEN ADMIN - PROBATE - OFFICE FURN	0.00	0.00	1,840.00	1,840.00	0.00	0.00	0
321-2450-54-2400	PROBATE COURT - COMPUTER	0.00	1,200.00	1,200.00	1,200.00	0.00	0.00	100
321-2780-54-2401	COUNTY GEN ADMIN - COC - IT EQUIPMENT	3,000.00	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2101	Sheriff - HVAC - Capital	7,846.00	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2200	SHERIFF - VEHICLES - NEW	157,009.29	0.00	0.00	0.00	0.00	0.00	0
321-3300-54-2400	SHERIFF - PUBLIC SAFETY RADIOS	176,055.79	176,200.26	176,118.42	176,118.42	0.00	81.84	100
321-3300-54-2401	SHERIFF - CHIEF DEPUTY PC	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
321-3300-54-2501	SHERIFF - EQUIPMENT	25,879.07	12,200.00	5,698.12	5,698.12	0.00	6,501.88	47
321-3326-54-2401	DETENTION - KENDWOOD NEXTEDGE RADIO	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0
321-3326-54-2503	DETENTION - PORTABLE DEFIBRILATORS	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0
321-4200-54-2101	PUBLIC WORKS - HEAVY EQUIPMENT	132,500.00	0.00	0.00	0.00	0.00	0.00	0
321-4200-54-2200	PUBLIC WORKS - 2020 MOTORGRADERS	108,065.10	108,065.00	108,065.10	108,065.10	0.00	0.10-	100
321-4200-54-2201	PUBLIC WORKS - VEHICLE	28,952.76	0.00	0.00	0.00	0.00	0.00	0

Board of Commissioners and/or County
Statement of Revenue and Expenditures

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
321-4530-54-2200	SOLID WASTE DIS - CAT D3N BULLDOZER	0.00	36,000.00	0.00	0.00	0.00	36,000.00	0
321-4530-54-2301	SOLID WASTE DIS - ROLL OFF CONTAINERS	0.00	10,000.00	9,575.36	9,575.36	0.00	424.64	96
321-4530-54-2302	SOLID WASTE_4.5" EXTERIOR SCALE READOUT	0.00	2,400.00	2,443.27	2,443.27	0.00	43.27-	102
321-4962-57-1094	2018 SPLOST COUNTY 56%	0.00	0.00	7,997.29	7,997.29	0.00	7,997.29-	0
321-4963-57-1094	2018 SPLOST METTER 40%	418,745.67	0.00	400,931.20	400,931.20	0.00	400,931.20-	0
321-4964-57-1094	2018 SPLOST PULASKI 4%	41,874.57	0.00	40,093.11	40,093.11	0.00	40,093.11-	0
321-4968-57-1094	2018 SPLOST (Hospital 20%)	261,716.03	0.00	222,522.60	222,522.60	0.00	222,522.60-	0
321-4969-57-1093	INDUSTRIAL DEVELOPMENT AUTHORITY-SHARE	0.00	500,000.00	198,801.15	198,801.15	0.00	301,198.85	40
321-7130-54-2301	COUNTY GEN ADMIN - 4H OFFICE ICE MACHINE	0.00	2,700.00	2,697.58	2,697.58	0.00	2.42	100
321-7130-54-2501	COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT	844.00	1,200.00	0.00	0.00	0.00	1,200.00	0
321-7460-54-1200	RECREATION DEPA CAPITAL - LIGHTING LWCF	0.00	250,000.00	157,070.00	157,070.00	0.00	92,930.00	63
321-7460-54-1201	RECREATION DEPT - LASER GRADING FIELDS	36,100.00	15,000.00	1,500.00	1,500.00	0.00	13,500.00	10
321-7460-54-1202	RECREATION DEPT - ROLL UP DOORS	0.00	15,000.00	0.00	0.00	0.00	15,000.00	0
321-7460-54-1203	RECREATION DEPT - NETTING	0.00	8,000.00	221.12	221.12	0.00	7,778.88	3
321-7460-54-1204	RECREATION DEPT - ROOF REPAIRS	0.00	7,500.00	10,925.00	10,925.00	0.00	3,425.00-	146
321-7460-54-1205	RECREATION DEPT - ZERO TURN MOWER	0.00	0.00	12,100.00	12,100.00	0.00	12,100.00-	0
	321 2018 SPLOST FUND Expend Total	1,565,336.41	1,213,981.17	1,408,820.55	1,408,820.55	0.00	194,839.38-	116

321 2018 SPLOST FUND

	Prior	Current	YTD
Revenues:	1,461,489.11	1,688,493.41	1,688,493.41
Expended:	1,565,336.41	1,408,820.55	1,408,820.55
Net Income:	103,847.30-	279,672.86	279,672.86

Grand Totals

	Prior	Current	YTD
Revenues:	1,461,489.11	1,688,493.41	1,688,493.41
Expended:	1,565,336.41	1,408,820.55	1,408,820.55
Net Income:	103,847.30-	279,672.86	279,672.86

Board of Commissioners of Candler County
Statement of Revenue and Expenditures

May 1, 2023
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Revenue Account Range: 335-00-0000 to 335-99-9999 Include Non-Anticipated: Yes Year To Date As Of: 04/30/23
 Expend Account Range: 335-0000-00-0000 to 335-9999-99-9999 Include Non-Budget: No Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Prior Year: 07/01/21 to 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
335-31-3204	TIA SPLOST	283,266.55	300,000.00	304,562.05	304,562.05	0.00	4,562.05	102
335-31-3205	GDOT	65,474.90	850,000.00	838,937.35	838,937.35	0.00	11,042.65	99
335-36-1004	INTEREST INC TIA SPL	1,736.83	1,700.00	7,195.76	7,195.76	0.00	5,495.76	423
	335 TIA SPLOST FUND Revenue Total	350,478.28	1,151,700.00	1,150,715.16	1,150,715.16	0.00	984.84	100

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
335-4200-52-3300	ADVERTISING	549.00	0.00	0.00	0.00	0.00	0.00	0
335-4968-00-0000	2012 TIA SPLOST:	0.00	0.00	0.00	0.00	0.00	0.00	0
335-4968-52-1204	ENGINEERING	79,579.73	50,000.00	787,127.44	787,127.44	0.00	737,127.44	***
335-4968-54-1001	LAND ACQUISITION	575.04	0.00	570.00	570.00	0.00	570.00	0
335-4968-54-1400	MISC TIA DISCRETIONARY-ROADS	12,576.15	0.00	10,480.00	10,480.00	0.00	10,480.00	0
335-4968-54-1401	CANOCHEE PIPE REPAIR	0.00	800,000.00	0.00	0.00	0.00	800,000.00	0
335-4968-54-1403	2020 LMIG 10% MATCH	67,007.63	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1404	2019 LMIG SAP 10% MATCH	13,843.10	0.00	0.00	0.00	0.00	0.00	0
335-4968-54-1406	2021 LMIG 10% MATCH	37,667.12	0.00	49,647.38	49,647.38	0.00	49,647.38	0
335-4968-54-1407	2021 LMIG SAP 10% MATCH	8,965.50	0.00	200.00	200.00	0.00	200.00	0
335-4968-54-1408	2022 LMIG 10% MATCH	0.00	100,000.00	414,429.67	414,429.67	0.00	314,429.67	414
335-4968-54-1409	2023 LMIG 10% MATCH	0.00	60,000.00	7,850.00	7,850.00	0.00	52,150.00	13
	335 TIA SPLOST FUND Expend Total	219,613.19	1,010,000.00	1,270,304.49	1,270,304.49	0.00	260,304.49	126

335 TIA SPLOST FUND		Prior	Current	YTD
Revenues:		350,478.28	1,150,715.16	1,150,715.16
Expended:		219,613.19	1,270,304.49	1,270,304.49
Net Income:		130,865.09	119,589.33	119,589.33

Grand Totals		Prior	Current	YTD
Revenues:		350,478.28	1,150,715.16	1,150,715.16
Expended:		219,613.19	1,270,304.49	1,270,304.49
Net Income:		130,865.09	119,589.33	119,589.33

Board of Commissioners andler County
Statement of Revenue and Expenditures

Revenue Account Range: 601-00-0000 to 601-99-9999 to 601-99-9999 Year To Date As of: 04/30/23
 Expend Account Range: 601-0000-00-0000 to 601-9999-99-9999 Include Non-Anticipated: Yes Current Period: 07/01/22 to 04/30/23
 Print Zero YTD Activity: No Include Non-Budget: No Prior Year: 07/01/21 to 04/30/22

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
601-34-1750	ALLOCATED SELF INSURANCE COSTS FROM GF	1,063,334.80	1,444,367.00	1,210,491.80	1,210,491.80	0.00	233,875.20-	84
601-34-1751	PREMIUM CHARGES TO EMPLOYEES	0.00	0.00	73,956.39	73,956.39	0.00	73,956.39	0
601-36-1001	PARETO CLAIMS ACT INTEREST INCOME	12.75	0.00	1,041.06	1,041.06	0.00	1,041.06	0
601-36-1002	PARETO RESERVE ACT INTEREST INCOME	115.07	0.00	4,507.62	4,507.62	0.00	4,507.62	0
601-38-9001	STOP LOSS REIMBURSEMENT	83,248.79	0.00	71,922.60	71,922.60	0.00	71,922.60	0
601-38-9002	MISC-REIMBURSEMENT FROM PRIOR YEARS	0.00	0.00	174.86	174.86	0.00	174.86	0
	601 INTERNAL HEALTH INSURAN Revenue Total	1,146,711.41	1,444,367.00	1,362,094.33	1,362,094.33	0.00	82,272.67-	84

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
601-1510-00-0000	HEALTH INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00	0
601-1510-52-3604	BANK FEES	0.00	0.00	20.00	20.00	0.00	20.00-	0
601-1510-55-2100	ADMINISTRATIVE FEES	70,023.00	89,040.00	71,302.25	71,302.25	0.00	17,737.75	80
601-1510-55-2101	CAPITAL CONTRIBUTIONS TO CAPTIVE	0.00	41,113.00	0.00	0.00	0.00	41,113.00	0
601-1510-55-2200	PAID CLAIMS	504,324.87	903,080.00	328,465.86	328,465.86	0.00	574,614.14	36
601-1510-55-2201	STOP LOSS PREMIUMS	310,443.16	411,134.00	328,939.27	328,939.27	0.00	82,194.73	80
	601 INTERNAL HEALTH INSURAN Expend Total	884,791.03	1,444,367.00	728,727.38	728,727.38	0.00	715,639.62	50

601 INTERNAL HEALTH INSURANCE FUND			
	Prior	Current	YTD
Revenues:	1,146,711.41	1,362,094.33	1,362,094.33
Expended:	884,791.03	728,727.38	728,727.38
Net Income:	261,920.38	633,366.95	633,366.95

Grand Totals			
	Prior	Current	YTD
Revenues:	1,146,711.41	1,362,094.33	1,362,094.33
Expended:	884,791.03	728,727.38	728,727.38
Net Income:	261,920.38	633,366.95	633,366.95

	FY23	Industrial Authority	Hospital	Net Remaining	Metter	Pulaski	County
July	\$ 166,628.20	\$ -	\$ 33,325.64	\$ 133,302.56	\$ 53,321.02	\$ 5,332.10	\$ 74,649.43
August	\$ 152,995.15	\$ -	\$ 30,599.03	\$ 122,396.12	\$ 48,958.45	\$ 4,895.84	\$ 68,541.83
September	\$ 158,332.72	\$ -	\$ 31,666.54	\$ 126,666.18	\$ 50,666.47	\$ 5,066.65	\$ 70,933.06
October	\$ 157,835.27	\$ -	\$ 31,567.05	\$ 126,268.22	\$ 50,507.29	\$ 5,050.73	\$ 70,710.20
November	\$ 160,655.65	\$ -	\$ 32,131.13	\$ 128,524.52	\$ 51,409.81	\$ 5,140.98	\$ 71,973.73
December ProRata	\$ 488.96	\$ -	\$ 97.79	\$ 391.17	\$ 156.47	\$ 15.65	\$ 219.05
December	\$ 153,101.28	\$ -	\$ 30,620.26	\$ 122,481.02	\$ 48,992.41	\$ 4,899.24	\$ 68,589.37
January	\$ 162,575.30	\$ -	\$ 32,515.06	\$ 130,060.24	\$ 52,024.10	\$ 5,202.41	\$ 72,833.73
February	\$ 152,498.13	\$ 54,541.02	\$ -	\$ 97,957.11	\$ 39,182.84	\$ 3,918.28	\$ 54,855.98
March	\$ 144,260.13	\$ 144,260.13	\$ -	\$ -	\$ -	\$ -	\$ -
April	\$ 165,921.53	\$ 165,921.53	\$ -	\$ -	\$ -	\$ -	\$ -
May	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June ProRata	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
June	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,575,292.32	\$ 364,722.68	\$ 222,522.51	\$ 988,047.13	\$ 395,218.85	\$ 39,521.89	\$ 553,306.40

GENERAL FUND OBX-274894 GF

SECURITY ID	AMOUNT	MATURITY	CLOSING QUANTITY
912796Z36	\$ 250,000.00	8/17/2023	\$ 255,000.00
912796W47	\$ 500,000.00	5/18/2023	\$ 505,000.00
912796Z44	\$ 250,000.00	8/24/2023	\$ 256,000.00
912797FB8	\$ 1,300,000.00	10/19/2023	\$ 1,331,000.00
			4.9
CASH	\$ -		
	<u>\$ 2,300,000.00</u>		

LANDFILL FUND OBX-274894 LF

SECURITY ID	AMOUNT	MATURITY	RATE	BANK
319477AQB	\$ 250,000.00	11/15/2023	4.65	FIRST CITIZENS BANK
493065G83	\$ 250,000.00	5/15/2023	4.45	KEYBANK NATIONAL
61690UV23	\$ 250,000.00	11/17/2023	4.70	MORGAN STANLEY BK
61768EMY6	\$ 250,000.00	11/17/2023	4.70	MORGAN STANLEY PRVT
78658RKL4	\$ 56,000.00	5/30/2023	4.50	SAFRA NATL BANK
90348J7C8	\$ 250,000.00	11/18/2024	4.90	UBS BK USA SALT LAKE
919853HH7	\$ 250,000.00	5/18/2023	4.45	VALLEY NATL BANK
9497633X2	\$ 250,000.00	11/29/2024	4.85	WELLS FARGO NATL
CASH	\$ -			
	<u>\$ 1,806,000.00</u>			

TOTAL INVESTED \$ 4,106,000.00

Exhibit D

**CANDLER COUNTY
MOBILE HOME PARK ORDINANCE**

**ARTICLE ONE
GENERAL**

1.1 Title. This Ordinance shall be known as and may be cited as the "Mobile Home Park Ordinance"

1.2 Authority and Jurisdiction. Whereas, consistent with Georgia Law, the Candler County Board of Commissioners has the authority to establish by ordinance or resolution such local rules and regulations, not in conflict with existing State or Federal Law, relating to the health, safety, and welfare of the public.

1.3 Purpose. The public health, safety, economy, good order, appearance, convenience, morals and general welfare require the harmonious, orderly and progressive development of land within Candler County, Georgia. In furtherance of the general intent of this Ordinance, the regulation of land development is authorized for the following purposes amongst others:

- (a) To encourage economically sound and stable land development;
- (b) To prevent the overcrowding of land and promote desirable living conditions;
- (c) To assure the timely provision of required streets, utilities and other facilities and services to land development;
- (d) To assure the adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, in land developments; and
- (e) To assure, in general, the wise and timely development of new areas, in harmony with the comprehensive plan of Candler County.

Now therefore be it resolved that the following rules and regulations are hereby adopted. These regulations shall apply to all unincorporated land located within the boundaries of Candler County, Georgia.

ARTICLE TWO GENERAL PROVISIONS

2.1 Definitions.

- 2.1. Mobile home (manufactured home) means a dwelling unit fabricated in an off-site facility for installation or assembly at the building site, bearing a label certifying it is constructed in compliance with the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended, U.S.C. 5401, et seq. (The HUD Code, which became effective on June 15, 1976), and meeting the following development standards:

Structure, when in the traveling mode, eight body feet or more in width or forty body feet or more in length or, when erected on site, is 320 or more square feet in which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical system or a structure that otherwise comes within the definition of a "manufactured home," under the National Manufactured Housing Construction and Safety Standards Act of 1974, as amended (42 USC 5401-5445). A single wide manufactured home is a home meeting all of the requirements of a manufactured home and which is typically 14 feet wide. A double wide manufactured home is a home meeting all of the requirements of a manufactured home which is typically 24 feet wide. The term "manufactured" home shall be synonymous with the term "mobile home" when used in this Ordinance.

- 2.1.4 Mobile Home Park. Mobile home park means a premises where two or more mobile home/manufactured home dwelling units are parked for living or sleeping purposes regardless of whether or not a charge is made for such accommodations, or where spaces or lots are set aside and offered for rent for use by mobile homes/manufactured homes for living or sleeping purposes, including any land, building, structure or facility used by occupants of mobile homes/manufactured homes on such premises. The term "mobile home/manufactured home park" shall not include mobile homes/manufactured lots.

2.1.5 Mobile Home Lot. Mobile home lot is defined as that portion of a reserved for occupancy by a single mobile home unit and its accessory building, structures and uses.

**ARTICLE THREE
PROCEDURE FOR PLAT APPROVAL**

- 3.1 Approval.** No person may sell, offer for sale, lease, rent or begin construction or otherwise begin the physical development of a lot in a mobile home park until written approval for plans of water supply and sewage disposal in the park has been issued from the County Board of Health. This approval constitutes general acceptance of all lots for development with on-site management sewage systems.
- 3.2 Pre-Development Review.** It is recommended that developers considering mobile home park development where public or community sewage treatment systems will not be available seek a pre-development review by the County Board of Health. A pre-development report which indicates disapproval or tentative approval may be obtained by submitting a boundary plat including a vicinity map, a topographic map, and a soil map and soil descriptions based on high intensity soil study conducted in compliance with the Department's Manual for *On-Site Sewage Management Systems*.
- 3.3 Proposal and Plans Required.** The following information is required for mobile home park proposals:
- (a) Boundary plat drawn to a reasonable care which includes:
 - (1) Vicinity map at a scale not less than one inch equals one mile showing the relationship of the proposed development to surrounding development;
 - (2) Proposed lots and streets including lot identification, dimensions, buildings lines and square footage of lots;
 - (3) A topographic map depicted in two foot (2') contour intervals. Additional contour intervals may be required by the County Board of Health.
 - (4) A soil map and soil descriptions based on high intensity soil study, Level III, conducted in compliance with the Manual for On-Site Management Systems;
 - (5) The location of all present and proposed wells, water systems, water

courses, flood plains, sewage systems, structures, right of ways, utilities, storm water drainage systems, proposed road and street construction, grating and disturbance plans, setbacks, and easement on the property and within one hundred feet (100') outside the perimeter of the property;

- (6) The name, registration number and seal of the professional surveyor or engineer that prepared the development plan;
 - (7) Proposed name of the development;
 - (8) Name(s) of owner(s) of record;
 - (9) Name of development, date, north arrow, and graphic scale;
 - (10) All names and addresses, as listed by the county assessor, of all owners of the land adjacent to the site and location of those property lines;
 - (11) In case of a resubdivision, a copy of the existing plat with proposed resubdivision superimposed thereon;
 - (12) Locations of buildings that are to be subdivided; and
 - (13) Location of city limit lines and county lines.
- (b) A completed Subdivision Analysis Record on forms provided by the Georgia Department of Human Resources.
- (c) A copy of the following documents issued by the Environmental Protection Division of the Department of Natural Resources:
- (1) The land disturbance activity permit issued by the Environmental Protection Division, or by a governing authority of the applicable county or municipality certified by the director of the Environmental Protection Division pursuant to Official Code of Georgia Annotated Section 12-7-8(a); and
 - (2) A letter of approval to begin construction of a public water supply system and approving the source of the water supply where a public water supply system is to be utilized.
- (d) A copy of the recorded deed vesting title in the owner(s).
- (e) The following signed certificates shall appear on the Final Development Plan which is submitted to the Planning Commission by the Developer.
- (1) *Certificate of Accuracy*: "I hereby certify that this Development Plan is a true, correct and accurate survey as required by the Candler County

Subdivision and Mobile Home Park Ordinance; and was prepared from an actual survey of hte property made by me or under my supervision, that all monuments shown have been located placed to the specifications set forth in said regulations.”

By: _____ (Registered Land Surveyor)

_____ (SEAL)

Registered Land Surveyor No. _____

Date: _____

ARTICLE FOUR DEVELOPMENT STANDARDS FOR MOBILE HOME PARK

4.1 All parks shall meet the following requirements:

- (a) The minimum park size shall be five contiguous acres.
- (b) No manufactured home park shall be occupied by a greater number of manufactured homes than authorized in the approved plan submitted pursuant to the requirements of the Candler County Manufactured Home Ordinance. No manufactured home park shall be enlarged or extended unless a modification to the original plan has been approved by the planning and zoning commission.
- (c) No manufactured home site permit may be issued unless the park layout has been reviewed and approved by the planning and zoning commission.
- (d) Each manufactured home shall be provided with utility access.
- (e) If located in a flood hazard area, the following additional requirements apply for the new communities:
 - (1) Manufactured lots must be elevated on compacted fill, or on piers, so that the lowest floor of the manufactured home will be at or above two feet above base flood elevation or if base flood elevation is not determined it shall be three (3) feet above the adjacent property or crown of the road whichever is higher.
 - (2) Surface drainage must be adequate and a hauler must provide for easy access.
 - (3) When elevated on piers, lots must be large enough to permit steps: pier foundations must be placed on stable soil no more than ten feet apart and steel reinforcement must be provided for piers more than six feet high.
 - (4) Existing manufactured home parks which are located in flood hazard areas must take the following actions: install ground anchors and tie downs as provided by law, notify each purchaser, renter or lessee that the manufactured home is located in a flood hazard area, prepare an evacuation plan to be used

in case of flood and file it with disaster preparedness authorities in the public safety division.

ARTICLE FIVE
INFRASTRUCTURE REQUIREMENTS FOR MOBILE HOME PARK

- 5.1 Water Supply.** An adequate, safe and portable supply of water shall be provided for the manufactured home. The source of the water shall be through a community water system. The construction drawings shall be prepared by an engineer licensed in the State of Georgia. Water mains shall provide a minimum flow of water of 500 gallons per minute for four minutes or 250 gallons per minute for two hours at the furthestmost point from the tank. Fire hydrants shall be provided at distances not greater than 1,000 feet from the most distant manufactured home. The water main may be located in the right-of-way but may not be located under the pavement. Water lines one inch in size shall be stubbed out to each lot before the street is surfaced. The water system shall be permitted community water system as required by the State of Georgia Safe Water Drinking Act. An approved, signed copy from the Environmental Protection Division of the water system plans must be submitted prior to final approval. A letter of certification is required from a licensed engineer stating the water system has been installed according to the plans and that it meets the water flow stated above.
- 5.2 Electrical equipment and installation.** Lot/sites shall have all equipment and installations designed, constructed and maintained in compliance with the state standard code.
- 5.3 Natural gas.** Gas lines will not be allowed in a right-of-way.
- 5.4 Sewage Disposal Systems.** An adequate and sewage system shall be provided and maintained in the manufactured housing park with a sewer connection to each housing unit. The Public Health Department shall approve all sewage system and/or septic tank types and installation. The park owner shall properly maintain sewer distribution lines and/or septic tanks in good working order.
- 5.5 Sanitary Sewage.** If a sanitary sewer is installed in a development, sanitary sewers shall be installed to the plans and specifications approved by and in accordance with the rules and administrative regulations of the Candler County Health Department. When the sewer line is located in a street right-of-way and it will be necessary to cut into the street surface to serve the abutting lots, a connection shall be stubbed-out of

the property line to serve each lot prior to surfacing the street.

- 5.6 Soil.** The governing authority shall not approve a development where the soil conditions have been determined not suitable for development by the Candler County Health Department pursuant to local, state, and federal laws, regulations and standards.
- 5.7 Topsoil.** Topsoil shall not be removed from lots or used as spoil, but shall be redistributed so as to provide at least six inches to cover on the lots and at least four inches of cover between sidewalks and curbs, and shall be stabilized by seeding or planting.
- 5.8 Health, Safety, and Welfare.** In approving a Development Plan, the governing authority may attach additional conditions to protect the health, safety and welfare of both the occupants of the subdivision and mobile home park development and the occupants of the surrounding properties.
- 5.9 Lot/Site Drainage.** The ground surface shall be graded and equipped to drain all surface or storm water in a safe, efficient manner.
- 5.10 Storm drainage.** An adequate drainage system, including necessary open ditches, pipes, culverts, storm sewers, intersectional drains, drop inlets, bridges and other necessary appurtenances shall be installed by the developer according to plans and specifications approved by the county engineer prior to county approval.
- 5.11 Curb and gutters.** If concrete curbs or paved valley type gutters are required, they shall be installed in accordance with plans and specifications prepared by an engineer, registered surveyor or architect, and approved by the county engineer or the board of commissioners or its designee.
- 5.12 Street grading and surfacing.** Street grading, base preparation, and surfacing shall be carried out by the developer according to plans and specifications approved by the county.
- 5.13 Street name signs.** Street name signs shall be installed at all intersections within a development. The location and design shall be approved by the board of

commissioners or its designee.

- 5.14 Entrances.** The entrance and exit street(s) shall be designed to provide safe and convenient access between the public street and the community interior street system. At the sketch plan stage, the planning and zoning commission may limit the number of entrances, driveways, or curb cuts. At the preliminary and final plat stages, the zoning official shall coordinate with the county manager, county engineer, and public safety director with respect to entrances, driveways, or curb cuts. Design standards on county or state roads shall be consistent with all state, federal, and local laws and applicable ordinances, including the Georgia Department of Transportation Rules and all amendments or revisions in effect as of the date of the preliminary plat approval. At the sketch plan stage, the planning and zoning commission may consider safety as well as require available alternatives for reducing or increasing the number of entrances, driveways or curb cuts.
- 5.15 Identification signs.** An identification sign, including the name of the manufactured home park, and the name of the owner/manager or another designated individual who can act for the owner/ manager, measuring not less than ten square feet, and no more than 16 square feet, shall be placed on private property, close to the entrance of the park and readily visible from both directions of the public right-of-way. Signs may be located within the setback area. Signs shall not exceed a combined total of 150 square feet per park. The signs must be illuminated from dusk until dawn.
- 5.16 Fencing.** A six-foot high opaque fence shall be erected along all property lines which abut a residential district.
- 5.17 Lot Identification.** Each manufactured home lot shall be clearly defined by means of concrete, steel, or iron pipe markers placed at all comers. Lot identification numbers must be clearly visible from the lot to the road accessing it.
- 5.18 Sidewalks and driveways.** Sidewalks, walkways, driveways, parking spaces, roads, streets and similar areas on private property shall be kept in proper state of repair and maintained free from hazardous conditions.
- 5.19 Street System:**
- (a) In all developments, regardless of size, paving will be required for all streets,

including private streets, within the development. All roads inside the development must be paved with either concrete or asphalt approved by the county engineer and zoning official.

- (b) There shall be a minimum of 20 feet totally unobstructed between the center of any two-way roadway and any manufactured home or accessory building.
- (c) There shall be a minimum of 15 feet totally unobstructed between the center of any one-way roadway and any manufactured home or accessory building.
- (d) No access roadway shall be located closer than 150 feet to any public street intersection.
- (e) Parks with less than 100 feet frontage are only allowed one combination ingress and egress road.
- (f) Roadway intersections within the manufactured home park shall be at least 150 feet apart.
- (g) All dead-end roadways shall terminate in a cul-de-sac with adequate turn-around room (must be approved by the county engineer).
- (h) Each site shall be accessible from abutting streets for all essential and emergency uses by vehicular equipment, including equipment used by public protective agencies (i.e., fire, police, ambulance services).
- (i) Traffic control signs (i.e., stop, yield, and speed limit), shall be placed throughout the community where necessary.
- (j) Each street shall have a permanent sign installed with a designated name or number identifying each street. (All street names must be approved by E911 prior to naming the streets).
- (k) Maintenance of streets and parking areas shall be the responsibility of the operator/manager of the manufactured home park; and the same shall be maintained in a condition suitable for emergency vehicle ingress and egress.
- (l) Any paved road and paved road system created for a mobile home park shall be privately maintained.

5.20 Paved parking:

- (a) Off-street parking areas or on-street parking lanes shall be provided for the use of park occupants and guests.
- (b) Each lot/site shall have a minimum of 400 square feet of parking to accommodate two automobiles. The 400 feet shall not be considered a portion of the required lot size for manufactured homes. A minimum of two paved parking spaces shall be provided for each manufactured home. Parking spaces

shall be within 30 feet of the manufactured home. All parking spaces within a manufactured home community must also be paved with either concrete or asphalt approved by the county engineer and zoning official. Paved parking is not required for a travel trailer park or campground.

- (c) Driveways shall have a minimum width of ten feet.
- (d) All off-street parking areas shall have direct access to an interior street. A direct driveway access shall not be permitted between the manufactured home lot and any exterior street.

5.21 Setbacks:

- (a) No manufactured home shall be located closer than ten feet to any lot line, except that no manufactured home shall be located closer than 20 feet to a right-of-way.
- (b) All manufactured homes and all buildings and structures within a manufactured home park shall have a 40-foot front setback, from any street or highway, based on an approved survey by a licensed surveyor.
- (d) The minimum distance between any two manufactured homes or between any manufactured home and any other building in the park shall be 20 feet. Manufactured homes shall be at least 12 feet from any common building.
- (d) Residential structures and non-residential structures designed or intended for human occupancy shall not be allowed to locate any closer than the height of the tower to any existing tower. See sections 2602 and 2605 of Article 26—Standards for towers and wireless telecommunications facilities.

5.22 Lot Specifications.

- (a) All manufactured home park lots shall have a minimum area of 12,500 square feet.
- (b) All manufactured home shall front upon a roadway.
- (c) A manufactured home shall not cover more than 35 percent of the lot on which it stands.
- (d) There shall be no storage or liquid or gas fuels within a manufactured home park, except as authorized by the local fire department or its authorized representative.
- (e) No pets shall be sheltered in the crawl space under the manufactured home.
- (f) Every manufactured home shall be numbered by a means to provide ready visibility from a roadway with three inches in height numbering made of a

durable, clearly visible material and shall contrast with the color of the manufactured home. The numbering shall be placed next to the roadway, not more than ten feet away from the road access for the manufactured home park.

- 5.23 Accessory Structures.** All accessory buildings shall be located in the rear or side yard only. No accessory building shall be located closer than 12 feet from the manufactured home or closer than ten feet from the side or rear lot lines.
- 5.24 Owner Responsibilities.** Any manufactured home park owner that allows the placement of a manufactured home without a permit being issued shall be in violation of this ordinance. Such violation can result in a citation being issued to be heard in the Magistrate Court of Candler County.
- 5.25 Owner and/or Occupant Responsibilities.** The owner and/or occupant of the property shall maintain all structures and properties in compliance with the requirements in Candler County's Mobile Home Ordinance, general safety and aesthetic standards, except as otherwise provided for. A person shall not occupy as owner-occupant or permit another person to occupy premises which does not comply with the requirements of these standards.

**ARTICLE SIX
GENERAL REQUIREMENTS FOR
ON-SITE SEWAGE MANAGEMENT SYSTEM**

- 6.1** If public or community sewage treatment systems are not available, the owner of a building, residence, or property that is designed or intended for human occupancy or congregation shall provide an approved on-site sewage management system sufficient for the number of persons normally expected to use or frequent the building, residence or other property for two hours or more.
- (a) Connection shall be made to a public or community sewage treatment system if such system is available within two hundred feet (200') of the property line, or available in a public right of way abutting the property.
- 6.2** Limits on the use of On-Site Sewage Management Systems for Subdivision and Mobile Home Parks. Approval of subdivision and mobile home parks utilizing on-site sewage management systems is subject to the following conditions:
- (a) No public or community sewage system is available within five

- hundred feet (500') of the subdivision or mobile home park;
- (b) Soil maps, description, and reports compiled by a registered Soil Classifier indicate no soil conditions that would prohibit safe development of on-site sewage management systems;
 - (c) If a public water supply system is to be built and utilized, receipt of a letter(s) from the Environment Protection Division approving the plans to construct the public water supply system, and approving the source of the water supply.
- 6.3 No person may begin the physical development of a lot or structure where an on-site sewage management system will be utilized, nor install an on-site sewage management system or component thereof, without having first obtained from the County Health Department a construction permit for the installation of an onsite sewage management system.

ARTICLE SEVEN APPEALS PROCESS

- 7.1 **Authority.** The Board of Commissioners shall hear and decide upon appeals where it is alleged that there is error in any requirement, determination or decision made by the County Administrator.
- 7.2 **Appeal Process.** An appellant must file an appeal with the County Clerk in writing within ten (10) days of learning of a requirement, determination, or decision. The appeal shall contain a statement describing what is being appealed. The County Administrator will notify the appellant of the time, date and place of hearing.
- 7.3 **Presentation of Evidence.** The County Administrator and the appeal shall be entitled to present evidence on the matter before the Board of Commissioners.
- 7.4 **Decision.** The Board of Commissioners shall render its decision during the meeting at which the appeal is considered; however, by majority vote, the Board may continue the meeting until a time certain within ten (10) days. Decisions of the Board of Commissioners shall be final.

ARTICLE EIGHT

PENALTIES

- 8.1 Violations of Ordinance.** A violation of this Ordinance shall be a misdemeanor offense and shall be punished by a fine not to exceed \$1,000 and/or imprisonment of not more than twelve (12) months. After any Developer, person or entity has been notified by the governing authority or its designee that such person or entity is in violation of this Ordinance, each day of continued violation shall constitute a separate offense punishable by like fine. In addition to or in lieu of the foregoing, the governing authority may, whether by legal process or otherwise, seek to enjoin, correct and/or abate any violation of this ordinance.
- 8.2 Compliance.** If the governing authority determines that certain improvements to a subdivision or mobile home park development do not comply with the approved Final Development Plan or any other provisions of this Ordinance, the Developer or owner shall be deemed in violation of this Ordinance, and upon demand of the Board of Commissioners, shall immediately correct any deficiencies as required by the governing authority.

ARTICLE NINE

LEGAL STATUS PROVISIONS

- 9.1 Conflict.** In so far as the provisions of this Ordinance are inconsistent with the provisions or any other local laws, the provisions of this Ordinance shall control. Insofar as the provisions of the Ordinance are inconsistent with provisions of any State or Federal Law shall control.
- 9.2 Severability.** Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid such decisions shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared to be unconstitutional or invalid.
- 9.3 Repeal of Conflicting Ordinances.** Any and all ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.
- 9.4 Effective Date** This ordinance shall be in full force and effect upon adoption by the Candler County Board of Commissioners.

Adopted, approved and enacted this 1 day of May, 2023, at the called Meeting of the Board of Commissioners of Candler County.

CANDLER COUNTY BOARD OF COMMISSIONERS



By: *[Signature]*
Glynn Thrift, Chairman

Attest: *[Signature]*
Kellie Lank, Clerk



Exhibit E
FACILITY SERVICES RENTAL SERVICE AGREEMENT

Location No. 0220 Agreement No. 210430610 Customer No. 15115259 Date _____
 Customer BOC OF CANDLER COUNTY Phone 912-685-5247
 Address 25 DANIEL ST STE A City METTER State GA Zip 30439-3708

FACILITY SERVICES PRODUCTS PRICING:


Material#	Description	Rental Frequency	Inventory	Unit Price
X10188	3X5 XTRAC MAT COPPER - Rental	04	ANY	13.750
X10188	3X5 XTRAC MAT COPPER - Rental	02	ANY	14.274
X2477	3X5 SCRAPER MAT - Rental	04	ANY	7.000
X2477	3X5 SCRAPER MAT - Rental	02	ANY	7.279
X84050	3X10 BROWN MAT - Rental	02	ANY	11.590
X84335	3X5 BLACK MAT - Rental	04	ANY	10.200
X84335	3X5 BLACK MAT - Rental	02	ANY	10.996
X84350	3X5 BROWN MAT - Rental	02	ANY	7.120
X84435	4X6 BLACK MAT - Rental	04	ANY	13.750
X84435	4X6 BLACK MAT - Rental	02	ANY	14.250
X84450	4X6 BROWN MAT - Rental	04	ANY	13.500
X84450	4X6 BROWN MAT - Rental	02	ANY	14.374

- o This agreement is effective as of the date of execution for a term of 60 months from date of installation.
- o The additional charges listed below are subject to adjustment by Company effective upon notice to Customer, which notice may be in the form of an invoice.
- o COD Terms \$ _____ per week charge for delayed payment (if Amount Due is Carried to Following Week)
- o Credit Terms - Charge Payments due 10 Days After End of Month
- o Automatic Lost Replacement Charge: Material _____ % of Inventory _____ \$ _____ EA
- o Artwork Charge for Logo Mat \$ _____
- o Service Charge: \$24.62 per delivery.
 This Service Charge is used to help Company pay various fluctuating current and future costs including, but not limited to, costs directly or indirectly related to the environment, energy issues, service and delivery of goods and services, in addition to other miscellaneous costs incurred or that may be incurred in the future by Company.
- o Other _____

Customer certifies that it is is not a federal, state, or local government branch or agency.

This agreement is subject to the terms and conditions on the back of this agreement. By signing below, Customer agrees to and accepts the terms and conditions on the back of this agreement.

Cintas Loc.No _____
 By _____
 Title _____
 Accepted-GM _____

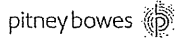
Please Sign Name 
 Please Print Name Bryan Aasheim
 Please Print Title County Administrator
 E-Mail baasheim@candlerco-ga.gov

FACILITY SERVICES RENTAL SERVICE AGREEMENT

1. The customer, its successors and assigns (“**Customer**”) orders from orders from CINTAS CORPORATION or any of its subsidiaries, successors and assigns (“**Company**”) all of the Customer’s requirements of garment rental services and other items covered by this agreement during the term of this agreement all in accordance with the pricing, terms and conditions contained here in. Pricing is based on 52 weeks billing per rental item per year.
2. All items will be cleaned and maintained by Company and remain property of the Company. All items that require replacement due to normal wear will be replaced by Company at no charge to Customer.
3. Customer is ultimately responsible for choosing the type and placement of any floor mats provided by Company ensuring floor safety conditions at its locations. If a mat needs to be replaced for any reason prior to its next scheduled service, Customer should remove it and contact Company to request replacement.
4. The weekly rental charge for any item can be terminated, but only after all items issued to Customer, or the value of same, have been returned to Company. All items remain the property of Company. Any special products (logo mats) must be purchased by the customer if service is stopped. If items are lost or destroyed by any means Customer will pay the then current replacement values for said items.
5. Customer agrees to notify Company, in writing, of any hazardous materials that may be picked up by Company in the soiled textiles serviced under this agreement. In no case will the hazardous materials be present to the extent that they may be harmful to Company’s employees.
6. This agreement is effective as of the date of execution. The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless Company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the then current term. Company has the right to increase prices. The Customer has the right to reject the price increase within ten (10) days of the notice. If Customer rejects the price increase, Company may terminate this agreement. All invoices must be paid within ten days after the end of the month. Interest will accrue on any amounts which are not paid when due from the due date to the date of payment in full at an annual percentage rate equal to the lesser of (a) either percent 18% or (or) the maximum rate permitted by law.
7. Customer hereby agrees to defend, indemnify and hold harmless Company from any claims and damages arising out of or associated with this agreement, including any claims arising from defective products.
8. **Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company’s General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.**
9. Additional products and services may be added to this agreement and shall automatically become a part of and subject to the terms and provisions of this agreement. If this agreement is terminated early, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than for documented quality of service reasons which are not cured as set forth above, or terminated by Company for cause at any time, Customer will pay to Company, as liquidated damages and not as a penalty, the greater of 50% of the average weekly invoice total multiplied by the number of weeks remaining in the unexpired term, or buy back all Facility Services Products allocated to Customer at the then current replacement values. Customer shall also be responsible for any unpaid charges on Customer’s account prior to termination.
10. While this agreement is in effect, Customer agrees to pay a weekly minimum charge equal to 75% of (a) the charges on the initial invoice and (b) the charges for additional products and services added after the initial invoice.
11. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable state or federal arbitration laws. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party. The exclusive jurisdiction and forum for resolution of any such dispute shall be in the state where the Customer is located.
12. Customer certifies that Company is in no way infringing upon any existing contract between Customer and any other service provider.
13. This agreement contains the entire agreement of the parties with respect to the subject matter of this agreement and supersedes all prior negotiations, agreements and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders of other documents issued by the Customer, in which case, the terms of this agreement shall control.
14. This agreement may not be modified, amended or supplemented except in writing signed by an authorized representative of Company, provided, however, if a federal, state, or local government body or its representative is a party to this agreement, the proposed modification, amendment or supplement must be in writing signed by a President or Senior Vice President of the Company.
15. **Prevailing Wage/Living Wage.** Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law (“**Wage Statutes**”). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties’ execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the

Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.

Exhibit F



State and Local Fair Market Value Lease

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)		
Candler County Tax Assessors			586000793		
Sold-To: Address					
25 W Daniel St, Metter, GA, 30439-3708, US					
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #	
Cheyenne Lanier		9126856346		0011254260	
Bill-To: Address					
25 W Daniel St, Metter, GA, 30439-3708, US					
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #	Bill-To: Email
Cheyenne Lanier		9126856346		0017218779	clanier@candlerco-ga.gov
Ship-To: Address					
25 W Daniel St, Metter, GA, 30439-3708, US					
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #	
cheyenne lanier		(912) 685-4313		0011254260	
PO #					

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APB2	Cost Accounting Devices (10)
1	APKN	Account List Import/Export
1	C200	SendPro C200
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F9S2	SendPro C Install Training with Shipping
1	HZ80001	SendPro C Series Drop Stacker

1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	NV50	InView Dashboard 1 unit DM125/DM225
1	NV90	InView Subscription
1	NV90KIT	InView Welcome Kit
1	NV99	InView MMS Base Software
1	NV99KIT	InView Welcome Kit
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDSL	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH26	HZ02 50 LPM Speed
1	ZHC2	SendPro C200 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 86.02	\$ 258.06

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 3/21), which are available at <http://www.pb.com/state/local/mv/terms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable _____

State/Entity Contract# _____

Lessee Signature _____

Bryan Aasheim

County Administrator

Title _____

Date 5-2-2023

baasheim@candlerco-ga.gov

Email Address _____

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Cassandra Studd _____ cassandra.studd@pb.com

Account Rep Name _____ Email Address _____ PBGFS Acceptance _____



HEATING AND AIR

QUOTE

**CANDLER COUNTY
COURTHOUSE
MAIN FLOOR AHU-HPU 17
Attn: Bryan Aasheim**

WE PROPOSE TO PROVIDE AND INSTALL (1) CARRIER PERFORMANCE SERIES SPLIT HEAT PUMP SYSTEM.

\$11,980.00

NOTES:

- **PRICE INCLUDES NEW PLATFORM**
- **WARRANTY: 10 YEAR COMPRESSOR/1 YEAR PARTS/1 YEAR LABOR**

Robert Black

Robert Black



Accepted By

5/2/23

Date

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

DAVIS

HEATING AND AIR

QUOTE

CANDLER COUNTY
COURTHOUSE
MAIN FLOOR AHU-HPU 16
Attn: Bryan Aasheim

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DAMS

HEATING AND AIR

QUOTE

CANDLER COUNTY
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MAIN FLOOR AHU-HPU 16
Attn: Bryan Aasheim

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**SECOND AMENDMENT
TO
PBM SERVICES SPONSOR AGREEMENT
BETWEEN
MAGELLAN RX MANAGEMENT, LLC
AND
CANDLER COUNTY BOARD OF COMMISSIONERS**

THIS SECOND AMENDMENT TO THE PBM SERVICES SPONSOR AGREEMENT is effective on January 1, 2023 (“Amendment Effective Date”), by and between Candler County Board of Commissioners (hereinafter “Sponsor”) and Magellan Rx Management, LLC (hereinafter “MRx” or “PBM”).

WHEREAS, Sponsor and MRx are parties to the PBM Services Sponsor Agreement entered into as of July 1, 2021 (the “Agreement”), pursuant to which MRx provides certain pharmacy benefit management service to Sponsor; and

WHEREAS, the Parties now desire to modify the terms of the Agreement; and

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants set forth herein, and intending to be legally bound hereby, the Parties agree as follows:

1. The following definition is added to Section 1 of the Agreement:

“SCCC/RxValet Program” means the program provided by SCCC/RxValet to a Sponsor, pursuant to a written agreement between SCCC/RxValet and Sponsor, that offsets the cost of certain Specialty Drug prices through alternative means.

2. Section 3.A (Services) of Schedule A (PBM Services) is hereby deleted in its entirety and replaced with the following:

Services. MRx shall maintain, operate and/or provide a Specialty Pharmacy that dispenses Specialty Drugs to Members through the U.S. Mail or other carrier. The terms of Schedule A, Section 2 above shall also apply to the Specialty Pharmacy, except as otherwise provided in this Agreement. Sponsors may elect to utilize a vendor to seek alternate funding for certain Specialty Drugs as outlined in Sponsor’s Benefit Design. Such Claims will process with a prior authorization instructing the dispensing pharmacy to contact Sponsor’s alternate funding vendor. Any Claims funded by such vendor will not be billed by MRx, unless MRx is acting as the alternate funding vendor, and all such Claims will be excluded from any and all pricing guarantees set forth in this Agreement. MRx will process and bill for all Specialty Drugs not funded by Sponsor’s alternate funding vendor pursuant to MRx’s standard processes. The foregoing shall apply with respect to any Sponsor that is enrolled in the SCCC/RxValet Program or utilizes any other third-party vendor to seek alternative funding for Specialty Drugs. MRx will charge a Program Fee, as further outlined in Schedule B, for any Sponsor that is enrolled in the SCCC/RxValet Program. Such Program Fee is charged for MRx’s coordination with SCCC/RxValet to administer the SCCC/RxValet Program, including, but not limited to, daily coordination of the SCCC/RxValet Program between MRx, the dispensing facility and SCCC/RxValet, creating data files and data feeds as necessary for

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administration of the SCCC/RxValet Program, responding to or redirecting Member inquiries, as applicable, and responding to manufacturer benefit investigations.

- 3. Schedule B of the Agreement (Pricing Terms) is hereby deleted in its entirety and replaced with the Schedule B (Pricing Terms) attached hereto.
- 4. Except as otherwise amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the terms of this amendment and the terms of the Agreement, the terms of this amendment shall control.

IN WITNESS WHEREOF, the Parties hereto each by its officers duly authorized, have signed this Amendment to be effective as of the Amendment Effective Date.

MAGELLAN Rx MANAGEMENT, LLC

SPONSOR

By: _____

By:  _____

Name: _____

Name: Bryan Aasheim

Title: _____

Title: County Administrator

Date: _____

Date: 5-2-2023

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SCHEDULE B

PRICING TERMS

This is a Pass Through Pricing arrangement. For Retail Claims, PBM shall charge Sponsor and/or Covered Members (through Cost Share) Dispensing Fees and Ingredient Cost Charges on a Pass Through Pricing basis reflecting the actual amounts charged by Participating Pharmacies at the time such Claims are submitted by the Participating Pharmacies. PBM represents and warrants that (except as expressly provided under the Agreement) it will not receive any spread, mark-up, margin (direct or indirect), compensation, remuneration or other consideration from any Retail Claims, dispensed by a Participating Pharmacy that is not owned or operated by PBM or its Affiliates. Pass Through Pricing does not include, and PBM retains, Claims transaction fees paid by a pharmacy. MRx's contracted rates and fees with pharmacies may vary between each other and are subject to change based on various factors, including market conditions. All financial guarantees and Administrative Fee charges apply only to Paid Claims.

1. RETAIL PHARMACY

Pricing. Sponsor will pay MRx for each Covered Pharmaceutical dispensed to a Member through a Retail Pharmacy an amount equal to the lower of (a) the Usual and Customary Charge (U&C), (b) MAC plus Dispensing Fee, or (c) AWP minus the AWP Discount Rate plus Dispensing Fee; in each case, less the amount of any Cost Share paid by a Covered Member and plus any applicable sales Taxes. These terms also apply to Member-submitted claims. Retail Pharmacy Claims may not exceed a 34-day supply except at pharmacies contracted for extended days' supply.

PBM shall process and charge Sponsor for each Claim for a Compound Prescription on a Pass Through Pricing basis, *provided, however*, that the total amount charged to Sponsor (including the amount of any Cost Share paid by a Covered Member) for any Claim for a Compound Prescription shall not exceed the amount determined utilizing the following methodology:

- For each Paid Claim that is for a Compound Prescription, PBM shall apply the NCPDP D.0 standard and the submitting pharmacy shall provide the following: (i) compound indicator; (ii) eleven-digit NDC, quantity, and submitted ingredient cost for each component in the recipe; (iii) total quantity and total U&C Charge; and (iv) level of effort fee.
- PBM shall determine the appropriate Ingredient Cost Charge for each Covered Pharmaceutical component using the lower of (a) AWP minus the AWP Discount Rate contracted by PBM with the Participating Pharmacy for such Covered Drug (when dispensed alone), (b) MAC, or (c) the submitted ingredient cost. The total Ingredient Cost Charge for each such Paid Claim shall be the lower of (i) the sum of the component Ingredient Cost Charges as determined in the preceding sentence or (ii) the submitted U&C Charge for the Paid Claim; provided, however, that no Ingredient Cost Charge shall be included for any ingredient in a Compound Prescription that is not a Covered Drug.
- The Dispensing Fee for each Paid Claim for a Compound Prescription shall not exceed the amount of the Dispensing Fee Guarantee applicable to a non- Compound Prescription for

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the primary active ingredient of such Compound Prescription for the applicable calendar year pursuant to the pricing schedule.

- A level of effort fee will be added to the Ingredient Cost Charge and Dispensing Fee amounts as determined above.
- The total amount charged for each Paid Claim for a Compound Prescription shall be the lower of (i) the total Ingredient Cost Charge, plus the Dispensing Fee and level of effort fee or (ii) the submitted U&C Charge.

No Minimum Charge. There will be no minimum charge to Members. Covered Member pays the lower of (a) the U&C Charge, (b) MAC plus Dispensing Fee, (c) AWP minus the AWP Discount Rate plus Dispensing Fee, or (d) the applicable Cost Share, in each case, plus any applicable sales Taxes. If a Member pays the entire cost of a Covered Pharmaceutical, there will be no charge or credit to Sponsor.

Subject to Section 4 below, MRx will provide the following financial guarantees for the Retail Pharmacy network:

Retail 30 Component		
	1/1/23-12/31/23	1/1/24-12/31/24
Minimum Brand AWP Effective Rate Guarantee:	AWP minus 19.00%	AWP minus 19.00%
Minimum Generic AWP Effective Rate Guarantee:	AWP minus 85.00%	AWP minus 85.25%
Maximum Brand Claim Dispensing Fee Guarantee:	\$0.80	\$0.80
Maximum Generic Claim Dispensing Fee Guarantee:	\$0.80	\$0.80

Retail 90 Component		
	1/1/23-12/31/23	1/1/24-12/31/24
Minimum Brand AWP Effective Rate Guarantee:	AWP minus 23.00%	AWP minus 23.00%
Minimum Generic AWP Effective Rate Guarantee:	AWP minus 89.25%	AWP minus 89.50%
Maximum Brand Claim Dispensing Fee Guarantee:	\$0.00	\$0.00
Maximum Generic Claim Dispensing Fee Guarantee:	\$0.00	\$0.00

2. MAIL PHARMACY

Sponsor will pay MRx for Covered Pharmaceuticals dispensed to Members through a Mail Pharmacy an amount equal the lower of (a) MAC plus Dispensing Fee, or (b) AWP minus the AWP Discount Rate plus Dispensing Fee; in each case, less the amount of any Cost Share paid by a Covered Member and plus any applicable sales Taxes. The Dispensing Fee applicable to each Paid Claim is \$0.00. The minimum days' supply per prescription is 84 days. All Covered Pharmaceuticals dispensed from a Mail

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Pharmacy, unless otherwise excluded herein, are included in the AWP Effective Rate Guarantees, Dispensing Fee Guarantees and Rebate Minimum Guarantees for Mail Claims.

With exception of a few major retail chain pharmacies, PBM shall ensure that (a) all MAC Lists in effect at any given point of time for Mail Claims are comprised of the same listing of Covered Pharmaceuticals as all MAC Lists then in effect for Retail Claims, and (b) at all times the MAC for each Covered Pharmaceutical on a MAC List for Mail Claims is equal to or lower than the MAC for such Covered Pharmaceutical on each MAC List for Retail Claims.

No Minimum Charge. There will be no minimum charge to Members. Covered Member pays the lower of (a) MAC plus Dispensing Fee, (b) AWP minus the AWP Discount Rate plus Dispensing Fee, or (c) the applicable Cost Share, in each case, plus any applicable sales Taxes. If a Member pays the entire cost of a Covered Pharmaceutical, there will be no charge or credit to Sponsor.

Subject to Section 4 below, MRx will provide the following financial guarantees for the Mail Pharmacy:

Mail Component					1/1/23-12/31/23	1/1/24-12/31/24
Minimum	Brand	AWP	Effective	Rate	AWP minus 24.00%	AWP minus 24.00%
Guarantee:						
Minimum	Generic	AWP	Effective	Rate	AWP minus 89.25%	AWP minus 89.50%
Guarantee:						
Maximum	Brand	Claim	Dispensing	Fee	\$0.00	\$0.00
Guarantee:						
Maximum	Generic	Claim	Dispensing	Fee	\$0.00	\$0.00
Guarantee:						

3. SPECIALTY DRUGS

If a Sponsor has elected to carve-out Specialty Pharmacy PBM Services or to utilize a vendor to seek alternate funding for certain Specialty Drugs, this Section 3 does not apply to Claims for such Specialty Drugs. Any Rebates received by MRx for Specialty Drugs for Sponsors that have carved-out Specialty Pharmacy PBM Services or utilize a vendor to seek alternative funding for certain Specialty Drugs will be paid to Sponsor as set forth in Section 5, below. Sponsor will pay for Specialty Drugs obtained through a Participating Retail Pharmacy under the terms of Schedule B, Section 1 (Retail Pharmacy). The remainder of this Section applies only to Specialty Drugs purchased through the Specialty Pharmacy or Mail Pharmacy.

Sponsor will pay MRx for Specialty Drugs that are Covered Pharmaceuticals dispensed through a Specialty Pharmacy or a Mail Pharmacy. MRx may add new Specialty Drugs to the Specialty Drug List as they become available in the market at a default price of AWP-14.00% for a 30-day supply until MRx establishes an appropriate contract price. New to market Specialty Drugs shall be added to the Specialty Drug List no later than three (3) months after the market availability of such Specialty Drug or upon a pricing event (e.g., agreement renewal or Market Check), whichever comes first. For avoidance of doubt, after a new to market Specialty Drug is added to the Specialty Drug List, such Specialty Drug shall be included in any AWP Effective Rate Guarantees applicable to Specialty Drugs. MRx will allow Sponsor to exclude new drugs for the first 6 months after their market introduction for

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Specialty and certain non-specialty product categories in accordance with the protocols and procedures established and approved by MRx and Sponsor.

MRx maintains a Specialty Drug List, which provides a separate price (typically expressed as a discount off of AWP) for each Specialty Drug on the list. The price varies on a drug by drug basis. For each Paid Claim for a Specialty Drug, Sponsor will pay to MRx the specified price, plus a Dispensing Fee of \$0.00 for non-Value Max Claims and \$50.00 for Value Max Claims. Specialty Drug Claims shall be guaranteed at the drug-level pricing reflected in the Specialty Drug List, in addition to the aggregate AWP Effective Rate Guarantees and default rates listed in below. Covered Drug Claims dispensed by the Specialty Pharmacy that are not on the Specialty Drug List shall be included in the Mail Pharmacy Pricing Category guarantees.

Notwithstanding the above, certain Specialty Drugs, such as vaccines and Limited Distribution Drugs, may include higher dispensing fees and/or a per diem or per activity charge, such as for associated equipment or nursing services. For these Specialty Drugs, the drug price, Dispensing Fee, and any per diem or per activity charges will be charged to Sponsor on a pass through basis. MRx may arrange for the provision of Limited Distribution Drugs through another pharmacy as necessary or appropriate for continuing Member care. On a quarterly basis, PBM shall provide to Sponsor an updated Specialty Drug List including drug name, strength, NDC-11 and GPI14 and updated drug-level price guarantees.

Subject to Section 4 below, MRx will provide the following financial guarantees for Specialty Drugs dispensed through the Specialty Pharmacy and the Mail Pharmacy:

Specialty Component	1/1/23-12/31/23	1/1/24-12/31/24
Minimum Specialty Drug AWP Effective Rate Guarantee:	AWP minus 21.75%	AWP minus 22.00%
Maximum Specialty Drug Dispensing Fee Guarantee:	\$0.00	\$0.00

Limited Distribution Drugs dispensed from a pharmacy other than an MRx Affiliate are excluded from the Specialty Drug guarantees.

4. AWP EFFECTIVE RATE AND DISPENSING FEE GUARANTEES

The following terms apply to the guarantees set forth in Sections 1 through 3 above.

After the end of each Pareto Contract Year, MRx will measure and reconcile each of the guarantees based upon the combined claim data of all Pareto Sponsors. Guarantees will be reconciled based upon the Contract Year of Pareto and not that of each Sponsor and will include the combined claim data of only those Pareto Sponsors who have been contracted with MRx for a minimum of twelve (12) months.

A. Effective Rate (Ingredient Cost) and Dispensing Fee Guarantees

The Effective Rate Guarantees take into account the price before the application of any Cost Share, and do not include Dispensing Fees. The AWP Effective Rate and Dispensing Fee Guarantees applicable to each Pricing Category exclude the following:

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- Member copays for Member pay the difference claims are excluded from the calculation
- Claims for Compound Prescriptions
- Specialty Drugs
- Vaccines and supplies
- Claims with ancillary charges (but not taxes)
- Member-submitted Claims
- Claims for subrogation
- COB Claims
- 340B Claims
- Claims older than 180 days
- Out-of-Network Claims
- Claim audit recoveries
- Under the Retail Pharmacy guarantees, LTC Claims, Home Infusion Claims and I/T/U Claims are excluded from the calculations.
- Under the Mail Pharmacy guarantees, Claims for less than an 84 days' supply are excluded from the calculations.
- If Sponsor has elected to utilize a vendor to seek alternate funding for certain Specialty Drugs, Claims for Specialty Drugs funded through such vendor are excluded from the calculations.
- If Sponsor has elected to enroll in the Value Max Program, Value Max Claims are excluded from the dispensing fee guarantee calculations.

Each Claim that is excluded from the guarantees shall adjudicate on a pass-through basis. No discount guarantee value will be derived from (1) the additional copay value in member pay the difference Claims; (2) the AWP value from any compound or bulk chemical claims that are labeled and adjudicated under U&C; and (3) the AWP value of any pharmacy input errors.

For the Brand Effective Rate Guarantees, all Brands are included in the calculation. For the Generic Effective Rate Guarantees, both Single Source Generics and Multisource Generics are included in the calculation. "Single Source Generic" means a drug that is manufactured by and available from only one generic pharmaceutical manufacturer. "Multisource Generic" means a drug is manufactured by and available from two or more generic pharmaceutical manufacturers.

B. Reconciliation Process

1. **PBM Guarantee Reconciliation.** The AWP Effective Rate Guarantees and Dispensing Fee Guarantees are intended to serve as a floor and a cap, respectively, on an aggregate basis with respect to all applicable Covered Pharmaceuticals during the applicable time period within any Pricing Category, on the amounts to be charged by PBM to Sponsor and Covered Members (through Cost Share) under the Agreement. As such, PBM shall use commercially reasonable efforts to achieve the highest possible AWP Effective Rates and lowest Dispensing Fees throughout the term of this Agreement. No offsetting or commingling is permitted between Pricing Category guarantees, and a surplus or over-performance in one or more Pricing Category guarantees may not be utilized to reduce or offset a deficiency or underperformance in any other Pricing Category guarantee. PBM shall report all Pricing Category guarantees quarterly and reconcile them on an annual basis. PBM will credit Sponsor a pro rata share of any underperformance for each Pricing Category guarantee within ninety (90) days following the end of the plan year. The pro rata share

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shall be based upon the total eligible Claims incurred with respect to such Sponsor during the reconciliation period. Sponsor shall retain one hundred percent (100%) of any guarantee over-performance.

2. **Client Guarantee Reconciliation.** On an annual basis, Client or its designee will compare their assessment of all financial guarantee performance to the PBM assessment of financial guarantee performance. If there are differences between these assessments, Client or its designee and PBM shall work in good faith to reconcile the differences as follows:
 - a. Client or designee will request an inclusion/exclusion file from PBM that demonstrates the Pricing Category under which each Claim was reconciled. PBM will supply inclusion/exclusion file within ten (10) Business Days.
 - b. Client or designee will compare to their inclusion/exclusion file and provide a difference file back to the PBM for review.
 - c. Client and PBM will work in good faith to settle the reconciliation. If unable to settle, the following process will be implemented: Upon written request of the other Party, each of the Parties will appoint a designated representative whose task it will be to meet for the purpose of attempting to resolve the dispute. The designated representatives will meet in person or by telephone as often as reasonably necessary to gather and furnish the other all information with respect to the matter in issue and which is pertinent to the understanding or resolution of the dispute. The representative will discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any formal proceeding. The specific format for the discussions will be left to the discretion of the designated representatives. If the designated representatives do not resolve the dispute within thirty (30) days, then an executive of Client and an executive of PBM will meet in person or by telephone to review and attempt to resolve the dispute prior to the commencement of litigation. If after good faith negotiations, the executive-level representatives do not resolve the dispute within thirty (30) days, then either Party may terminate this Agreement upon written notice to the other Party. Upon such termination, each Party will retain all rights and remedies under this Agreement or otherwise available, whether at law or equity, which rights or remedies will not be affected by the termination of this Agreement.
 - d. This reconciliation process will not be considered an audit.

5. REBATES

Precision Formulary with Pareto custom exclusions

MRx will pay (credit) Sponsor with one hundred percent (100%) of Rebates received by MRx on behalf of Sponsor within one hundred eighty (180) days following the end of each calendar quarter.

MRx will provide the following Rebate Minimum Guarantees at the Pareto Level for all Sponsors electing the **Precision Formulary** as measured in the aggregate across all such Sponsors:

<u>Rebate Minimum Guarantees (per Brand Paid Claim):</u>		
	1/1/23-12/31/23	1/1/24-12/31/24

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Retail 30 Claims (1-83 Day Supply)- not including Specialty Drug Claims	\$208.19	\$230.81
Retail 90 Claims (84-90 Day Supply) - not including Specialty Drug Claims	\$631.41	\$680.98
Mail Claims - not including Specialty Drug Claims	\$858.24	\$919.95
Specialty Drug Claims– Includes all dispensing channels*	\$1,938.39	\$2,160.76

*Rebate Minimum Guarantees for Specialty Drug Claims do not apply for Sponsors that have elected to (i) utilize a vendor to seek alternate funding for certain Specialty Drugs; or (ii) carve-out Specialty Pharmacy PBM Services. For such Sponsors, MRx will pay (credit) to Sponsor one hundred percent (100%) of Rebates received by MRx for Specialty Drug Claims within one hundred eighty (180) days following the end of each Contract Quarter. Any Rebate received by MRx for these Specialty Drugs will not be counted towards meeting any Rebate Minimum Guarantees.

After the end of each Pareto Contract Year, MRx will calculate the amount of the Rebate Minimum Guarantees attributable to all of Pareto's Sponsors combined for such Pareto Contract Year in aggregate. If the aggregate amount of such Rebate Minimum Guarantees for such year exceeds the amount of Rebates paid to all Sponsors in the aggregate attributable to such year, MRx will pay to Pareto, but not to the Sponsors, the difference within one hundred eighty (180) days following the end of the Pareto Contract Year. All Rebate guarantees are based on a full calendar year; if Client terminates this Agreement mid-year (other than for PBM default), PBM will have no obligation to conduct a Rebate reconciliation as outlined herein.

All Brand Drug Paid Claims shall be included in the reconciliation of Rebate Minimum Guarantees unless otherwise explicitly excluded in this Agreement.

Claims shall not be excluded from Rebate Minimum Guarantees based on individual Claim or aggregate Plan Covered Member Cost Share percentage.

Rebate Minimum Guarantees do not include Claims for Compound Prescriptions, OTC Drugs, government subrogation, or Secondary Payer Claims, 340B Claims, Member-Submitted Claims, Claims older than 180 days, out-of-network Claims, and Claims for Biosimilar Drugs.

PBM may contract with and/or utilize the services of a rebate administrator to contract with and collect Rebates from pharmaceutical manufacturers. The rebate administrator may retain a portion of the Rebates and earn administrative fees for its services.

In addition to Rebates, PBM may earn additional amounts from pharmaceutical manufacturers and/or others. For example, PBM may earn administrative and/or service fees relating to administration of the Rebate program, and fees for other services rendered by PBM to such manufacturers unrelated to the administration of rebates, such as adherence and compliance programs, other patient support and similar services. PBM may also receive purchase discounts relating to purchases of drugs for dispensing from the Mail Pharmacy or Specialty Pharmacy. The amounts described in this section are not "Rebates" under this Agreement.

6. ADMINISTRATIVE FEES

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A. Core Administrative Services. Sponsor will pay to MRx the following Administrative Fee for all of the Core Administrative Services set forth in Section 5:

Per Paid Claim (for all Sponsors): \$1.95

B. Value-Added Administrative Services.

Sponsor will pay to MRx for the Value-Added Administrative Services requested or used by Sponsor as follows:

<u>SERVICE/DESCRIPTION</u>	<u>PRICE</u>
<u>Eligibility Services</u>	
Manual Eligibility	\$2.00 per eligibility record
Electronic Prescribing	\$0.16 per positive eligibility transaction
Retroactive termination letters	Quoted upon request
<u>Member Communications</u>	
Member Packets (mailed directly to Member)	\$1.25 per Member address, plus postage
Replacement Identification Cards	\$0.25 per card Rx Only; \$0.50 per card Rx + Medical
Customized materials (Member packets or other communications)	Quoted upon request
Member mailings	\$1.25 per letter, plus postage
<u>Claims Processing and Payment</u>	
Direct Member Reimbursement (Member submitted manual/paper Claims)	\$1.50 per Claim, plus postage and Core Administrative Fee
<u>Utilization Management</u>	
MRx Standard Prior Authorization program, including intervention at the point of sale to support appropriate use and initial clinical coverage reviews based upon established criteria	\$35 per review
Appeals	\$100 per review
Independent Review Organization (IRO) services – access to MRx-supplied panel of IROs for external reviews if MRx provides final internal appeals	Pass through of fees from IRO entities
<u>Subrogation</u>	
Processing of Subrogation Claims	\$3.00 per Subrogation Claim
<u>Reporting</u>	
Custom ad hoc reporting	\$195 per hour
<u>Retiree Drug Subsidy</u>	
RDS Support Services	\$0.35 per Claim (per contract amendment)
<u>Audit/Fraud, Waste and Abuse</u>	
Custom FWA program	Quoted upon request
Pareto-requested audits of pharmacy	On site audit: \$1,350 per audit Desk audit: \$500/audit
<u>Physician Communications</u>	
Physician charges relating to utilization management activities (e.g., requests for information, discussion of clinical criteria)	Pass through of physician charges

Proprietary and Confidential

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<u>SERVICE/DESCRIPTION</u>	<u>PRICE</u>
<u>SCCC/RxValet Program Fee</u>	
SCCC/RxValet Program Fee	\$1.75 per Claim

7. GENERAL

The pricing terms in this Agreement are based upon Benefit Design (including but not limited to the Formulary), and other information provided by Sponsor to PBM during the proposal process. If Sponsor makes any changes to the Benefit Design, makes other changes to its Plan(s), or other changes occur, that constitute a material departure from PBM's underwriting assumptions based on information provided by Sponsor, the Parties agree to modify the pricing terms of this Agreement as of the effective date of such event/change to return PBM to its relative economic position prior to such event/change. Notwithstanding the foregoing, any pricing changes required due to Formulary customizations implemented by Sponsor will be made in accordance with Section 4.E of Schedule A.

In the event a change in Law (including any interpretation of same) occurring after this Agreement has been signed materially impacts PBM's costs of providing any of the PBM Services hereunder, or if an action by a pharmaceutical manufacturer or any unscheduled patent expiration/availability of over-the-counter products constitutes a material departure from PBM's underwriting assumptions, the Parties will make an equitable modification to the pricing terms of this agreement as of the effective date of such event/change. In the event of any increase in postage rates announced after this Agreement is signed, PBM will amend the Dispensing Fee relating to the Mail Order Pharmacy to reflect such increased amount.

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Exhibit I



JUDICIAL ALTERNATIVES OF GEORGIA

Probation Services Agreement

This Agreement is made by and between Judicial Alternatives of Georgia, Inc., a corporation, organized under the laws of the State of Georgia, with its principal place of business at 901 Bellevue Ave Street, Dublin, Georgia hereinafter called "Contractor and the Candler County State Court, Georgia hereinafter called "Court". This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

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

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or governing authority, Contractor shall provide the following services.

A. Responsibilities of Probation Services Contractor

1.) Compliance with Statutes and Rules. Contractor shall comply with Article 6 of Title 42 Chapter 8 of the Official Code of Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision.

2.) Records and Confidentiality. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records and papers relative to supervision of probationers under this Agreement. These records, files and papers shall be available only to the judge of the court handling the case, the Department of Audits and Accounts, the Department of Supervision and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.

3.) Financial Records. Contractor shall maintain financial records according to generally accepted accounting practices.

4.) Employee Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the assigned caseload.

(a) Any person employed as JAG probation officer shall be at least 21 years of age at the time of appointment to the position of private probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements.

b) Every JAG probation officer shall be required to obtain 40 hours of initial orientation training as set forth below provided that the 40 hour initial orientation shall not be required of any person who has successfully completed and who provides documentation of satisfactorily completing a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council. Initial training of new probation officers shall be completed within the first 6 months of employment. JAG Probation Officers will complete a 5-hour block of instruction covering a General Probation Overview and consisting of: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; a 20-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 15-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates.

(c) All JAG probation officers are required to obtain 20 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period. Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU.

(d) All JAG Administrative Employees, Agents, Interns, or Volunteers shall be required in accordance with DCS Board Rule 105-2-.09 to be at least 18 years of age; sign a statement co-signed by the probation entity director or his/her

designee that the administrative employee, agent, intern, or volunteer has received an orientation on these rules as well as operations guidelines relevant to the administrative employee, agent, intern, or volunteer's job duties which shall be maintained in administrative employees, agents, interns, or volunteer's personnel files; have obtained a high school diploma or equivalent and; complete a 16 hour initial orientation program within 6 months of appointment and 8 hour annual in-service continuing education training program, consisting of a curriculum approved by MPOU. Additionally, such person shall maintain a clear criminal record; complete continuing education and; adhere to all other requirements established in these rules.

(e) All Administrative Employee, Agent, Intern, or Volunteer will obtain 16 hours of initial orientation training consisting of a 4-hour block of instruction covering: The History of Probation, Ethics and Professionalism, Probation Officer Liabilities and Responsibilities, Constitutional Law, and Probation Law; an 8-hour block of instruction covering Probationer Management and consisting of: Confidentiality, Intake, Preparation and Maintenance of Files, Case Documentation, Interviewing and Communication Skills, Available Sentencing Options, Financial Collections, Community Service, Alcohol and Substance Abuse, and Personal Welfare and Safety; and a 4-hour block of instruction covering Legal Procedures and Reports and consisting of: General Report Writing Techniques, Violations, Delinquency Reports and Warrants, Courtroom Protocol, Testimony and Revocation Proceedings, First Offender Act, Case Termination Reports, Domestic Violence, and Statutory Changes and Updates; obtain 8 hours of annual in-service training. In-service training shall be completed on a calendar year basis. The initial orientation training hours completed during the first calendar year of employment shall also count towards satisfying the annual in-service training requirements for that same period.

(f) Annual In-Service Training shall be on topics that relate to the criminal justice system and/or the operation of the probation entity as approved by MPOU. The progress and completion of initial orientation and in-service training is required to be documented and maintained in the individual's files utilizing the forms approved by MPOU. Probation entities and individuals providing probation services may obtain training resource information from MPOU, local law enforcement agencies, local colleges and schools, and national professional associations such as the American Probation and Parole Association, Georgia Professional Association of Community Supervision, American Correctional Association, and/or credible sources approved by MPOU. All training must be approved by MPOU.

(g) JAG trainers will have expertise in the area of training and will possess a college degree or POST certification. JAG shall maintain a description of the course and the contact information of the trainer on file. Training provided by professional training services shall be accepted so long as a description of the course and the trainer's contact information is maintained on file and has been approved by MPOU.

(h) In no event shall any person convicted of a felony be employed as a private probation officer or administrative support staff.

5.) Criminal History Check: Contractor shall have a criminal history records check made of all employees and give written consent to the Department of Community Supervision to conduct periodic criminal history checks.

6.) Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 250 probationers per probation officer for basic supervision and 100 probationers per probation officer for intensive supervision. Probation Officers shall make 1 office contact per month. The Probation Officer may at his or her discretion require the probationer to report on a weekly basis if the probationer is not in full compliance with his or her terms of conditions of supervision.

B. Reports

Contractor shall provide to the judge and governing authority with whom the contract or agreement was made and the board a quarterly report summarizing the number of offenders under supervision; the amount of fines, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as requested.

C. Tender of Collections

Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the 10th day of the following month. Restitution shall be paid to the victim by the 10th day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds to in the following order of priority: 1) restitution 2) probation fees to include GCVEF, 3) fines, 4) court costs and surcharges. Contractor shall not retain or profit from any fines, restitution, fees or cost collected from probationers except the probation fees authorized by this Agreement and listed in Exhibit "A".

D. Access to Contractor Records

- 1.) All records shall be open to inspection upon the request of the affected county, municipality, consolidated government, court, the Department of Audits and Accounts, an auditor appointed by the affected county, municipality, or consolidated government, Department of Corrections, Department of Community Supervision, State Board of Pardons and Paroles, or the board.
- 2.) Fiscal Audit: Contractor shall employ an independent auditor to annually audit its records and books pertaining to the services rendered at the courts request. Upon a written request by the court, a copy of this audit shall be provided to the Court and County Governing Authority within 2 months or sixty (60) days of the close of the year audited.

E. Conflict of Interest per O.C.G.A 42-8-109

- 1.) No private corporation, private enterprise, or private agency contracting to provide probation services under neither the provisions of this article nor any employees of such entities shall engage in any other employment, business, or activity which interferes or conflicts with the duties and responsibilities under contracts authorized in this article.
- 2.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of neither this article nor its employees shall have personal or business dealings, including the lending of money, with probationers under their supervision.
- 3.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities, shall own, operate, have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.
- 4.) No private corporation, private enterprise, or private agency contracting to provide probation services under the provisions of this article nor any employees of such entities shall specify, directly or indirectly, a particular **DUI Alcohol or a Drug Use Risk Reduction Program** which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs. Any person violating this paragraph shall be guilty of a misdemeanor.

F. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

1.) Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

2.) Supervision. Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

3.) Restitution, Fine and Fee Collection. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized ledger prepared in accordance with accepted accounting practices for each month for each case under supervision.

(a) **Indigent Offenders:** Offenders determined by the court to be indigent in accordance with O. C. G.A 42-8-102 shall be supervised at no cost to the probationer or the Court or governing body.

(b) **Pay-Only Cases:** Pay-Only cases or the term 'pay-only probation' means a defendant has been placed under probation supervision **solely** because such defendant is unable to pay the court imposed fines and statutory surcharges when such defendant's sentence is imposed. Such term shall not include circumstances when restitution has been imposed or other probation services are deemed appropriate by the court. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision regardless of the number of concurrent or consecutive cases; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the private probation officer, as the case may be, shall submit an order to the court terminating the probate sentence within 30 days of fulfillment of such conditions. If pay-only probation is subsequently converted to a sentence that requires community service, on petition by a probation officer or private probation officer and with the probationer having an opportunity for a hearing, the court may reinstate probation supervision fees as necessary to monitor the probationer's compliance with community service obligations.

(c) Consecutive sentences: When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion. Additionally, when a defendant is serving consecutive misdemeanor sentences the probation officer shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

4.) Community Service. The contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The Court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

5.) Employment Assistance. The contractor shall prepare referrals and lend reasonable assistance to probationers either to the extent ordered by the Court or to the extent available for probationers desiring employment assistance or counseling.

6.) Drug/Alcohol Screening. The contractor shall coordinate with local authorities and facilities, evaluation and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court. The probationer shall be responsible for the costs of all drug or alcohol testing.

7.) Electronic Monitoring. Contractor when so ordered shall provide and operate a system of electronic home detention monitoring:

8.) Reports of Violations Probation and Revocation Procedures. The contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Judicial Alternatives of Georgia, Inc the Court shall provide the following:

G. Payment for Contractors Services

For regular probation supervision which includes a minimum of one (1) office contact per month and may require as many as four (4), the probationer shall pay a fee of \$45.00 per month. For intensive probation supervision which includes a minimum of one (1) office contact per week and four (4) office contacts each month, probationer shall pay a fee of \$55.00 per month. Contractor shall collect such probation fee for each month a probationer is under probation supervision. A one (1) month supervision fee is defined as the date the probationer is placed on probation and runs through the monthly anniversary date each month. If a probationer is supervised past the monthly anniversary date, the probationer will be charged one (1) months supervision fee. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services.

H. Probation Fee

The Court shall make payment of the probation fee a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent. The Court shall not be liable for payment of any supervision fee or any program fee of a probationer.

I. Pre-sentence Investigations

When ordered by the Court, Contractor shall provide a pre-sentence investigation report and Court shall pay to Judicial Alternatives of Georgia, two-hundred and fifty dollars (\$250.00).

J. Access to Criminal Histories

The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement in order for Contractor to conduct pre-sentence or probationer investigations as may be requested

K. Notice of Court Sessions

The Court shall provide Contractor two (2) days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone and fax machine.

L. Court Facilities

The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

M. Period of Service

This agreement shall commence performance on January 1, 2023 and shall continue until December 31, 2027 and shall not exceed a period of five (5) years. Either party may terminate this Agreement upon thirty (30) days written notice. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. Within thirty (30) working days of termination, the contractor shall peacefully surrender to the Court all records and documents generated by Judicial Alternatives of Georgia, Inc, in connection with this Agreement and the services hereunder and any equipment or supplies assigned to Contractor by the Court. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision.

INDEMNITY, INSURANCE, AND BONDING OBLIGATIONS OF CONTRACTOR

N. Insurance and Bond

Upon registration application to operate a private probation entity must include written evidence of general liability insurance coverage of at least \$1 million. This insurance must be maintained at all times while providing services.

O. Indemnification

Neither the Court nor the County Governing Authority shall be liable to Contractor nor to anyone who may claim a right resulting from any relationship with **Judicial Alternatives of Georgia, Inc.** for any acts of Contractor, its employees, agents or participants in the performance of services conducted on the property of the **Candler County State Court**. Contractor shall indemnify and hold harmless the Court and **Candler County, Georgia**, from any claims, demands, actions, proceedings, expenses, damages, liabilities or losses (including but not limited to attorney's fees and courts costs) and any causes of action arising from any acts or omissions arising out of or in connection with the services performed by **Judicial Alternatives of Georgia, Inc.**, or its employees and agents under the terms of this Agreement.

REPRESENTATIONS AND WARRANTIES OF CONTRACTOR

P. Deficiency in Service by Contractor

In the event that the court and/or governing authority determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or Governing Authority may terminate this Agreement in accordance with Item M or notify the Contractor in writing as to the exact nature of such deficiency. Within **sixty (60) days** of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the company fails to cure or take reasonable steps to cure the deficiencies to the Court and/or Governing Authority's satisfaction, then either may declare the Contractor in default and may terminate this Agreement.

Q. Time is of the Essence of this Agreement

R. Compliance with the Law

The Contractor shall comply with all federal, state and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this.

S. Independent Contractor

Contractor is an independent contractor and is not an agent, joint venturer or other affiliate of **Candler County State Court** in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation therefore. The Contractor agrees to indemnify and hold harmless the Court and **Candler County, Georgia** from and against any and all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or **Candler County, Georgia** to their respective party.

T. Entire Agreement

This Agreement, including all exhibits attached hereto and incorporated herein by reference, constitutes the entire agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the court, governing authority, and contractor.

U. Binding Agreement

This Agreement shall not be binding upon any successor to the undersigned Judge of the **Candler County State Court**, Georgia and unless ratified by the successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time period, no less than ninety (90) days, in which to wind up its activities. The Court will be deemed not to have ratified the Agreement unless Court gives written notice of ratification within 30 days of taking the oath of The Court has entered into this Agreement in part on the basis of personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

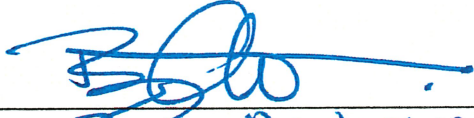
Contractor may not delegate, assign or subcontract any obligation of Contractors performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement except as otherwise set out in Item K, shall be in writing and shall be made by **Candler County, Georgia** or certified mail, return receipt requested, to:

Judicial Alternatives of Georgia, Inc
Attn: Kenneth Kight
901 Bellevue Ave
Dublin, Georgia 31021
Office: (478) 274-0060
Fax: (478) 274-8168

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE 1st DAY OF January 2023

PROBATION SERVICES CONTRACTOR:

By: 
Name: Kenneth Kight
Title: Co-Owner, Judicial Alternatives of Georgia, Inc

By: 
Name: Bryan Hasheim
Title: County Administrator
Candler County, Georgia

By: 
Chief Judge: J Rendall Cross
Court: Candler County State Court, Georgia

Exhibit A

SCHEDULE OF FEES

The following are fees paid by the offender to Judicial Alternatives of Georgia, Inc.

<u>SERVICE</u>	<u>COST OF SERVICE</u>
Regular Probation Supervision	\$45.00 per month, per offender
Intensive Supervision (Requires minimum of 3 weekly contacts)	\$55.00 per month, per offender
Pre-Trial Supervision	\$45.00 per month, per offender

The above fees include all services outlined in the Scope of Services directory with the exception of the following:

<u>PROGRAM SERVICES</u>	<u>COST OF SERVICE</u>
Drug Screens (Screens for 8 controlled substances)	\$20.00 \$25.00 per screen (URINALYSIS) (ORAL TEST)
Electronic Monitoring	\$10.00 per day, per offender
Electronic Monitoring w/Intox	\$12.00 per day, per offender
Anger Management Program	\$175.00 (8 hour course)
"Responsible Behavior"	\$150.00 (8 hour course)

Exhibit J

WORK DETAIL AGREEMENT
BY AND BETWEEN
GEORGIA DEPARTMENT OF CORRECTIONS
AND
CANDLER COUNTY

THIS AGREEMENT is entered into this 1st day of July 1, 2023, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as "Department"), and Candler County, a department, authority, agency or political subdivision of the State of Georgia ("Governmental Entity").

WITNESSETH:

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Emanuel Probation Detention Center (hereafter "Offenders" and "Facility"); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2023 through 11:59 p.m. on June 30, 2024("Term"). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit "A," attached hereto and incorporated by reference herein (the "Services"). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
 - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
 - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
 - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
 - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any

property under Governmental Entity's control.

4. Workplace Safety. Governmental Entity agrees to provide a safe workplace for Offender work details in accordance with State law. Governmental Entity shall be responsible for the coordination between Offender work details and other workers in the workplace. Department shall be responsible for the custody of Offenders at all times, including security, meals, and medical care. Department and Governmental Entity agree to comply with applicable laws, rules, regulations and orders of Federal, State and Local governments in the performance of the Work.
5. Termination for Convenience. This Agreement may be terminated by either party upon seven (7) days' written notice. The seven (7) days will commence with the receipt of the notice by the non-canceling party.
6. Notices. Any notice under this Agreement shall be deemed duly given if delivered by hand (against receipt) or if sent by registered or certified mail -- return receipt requested, to a party hereto at the address set forth below or to such other address as the parties may designate by notice from time to time in accordance with this Agreement.

If to Governmental Entity:

Candler County
 Attn: Clara Frink
 1075 East Hiawatha Street
 Suite A
 Metter, GA 30439
 cfrink@candlerco-ga.gov

If to Department:

Jennifer Ammons
 General Counsel
 Georgia Department of Corrections
 State Office South, Gibson Hall, 3rd Floor
 P.O. Box 1529
 Forsyth, GA 31029

With a copy to:

Emanuel Probation Detention Center
 Attn: Becky Hooks
 P.O. Box 1430
 121 Casa Drive
 Twin City, GA 30471
 becky.hooks@gdc.ga.gov

7. Sole Benefit. Department and Governmental Entity enter into this Agreement for their sole benefit. Department and Governmental Entity do not intend to give any rights pursuant to this Agreement to any other parties that are not signatories to this Agreement. These other parties include, but are not limited to, any Offender(s) who participates in the work detail(s) outlined in this Agreement. Department and Governmental Entity do not intend for such Offender(s) or other parties that are not signatories to this Agreement to be third party beneficiaries to this agreement.
8. Amendment. The parties recognize and agree that it may be necessary or convenient for the parties to amend this Agreement so as to provide for the orderly implementation of all of the undertakings described herein, and the parties agree to cooperate fully in connection with such amendments if and as necessary. However, no change, modification or amendment to this Agreement shall be effective unless the same is reduced to writing and signed by the parties hereto.

- 9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
- 10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
- 11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
- 12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

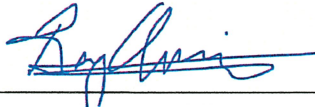
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF
CORRECTIONS:

By: _____
Jennifer Ammons
General Counsel

Date: _____

GOVERNMENTAL ENTITY:

By:  _____

Print Name: Bryan Aasheim

Title: County Administrator

Date: 5-2-2023

FACILITY WARDEN/SUPERINTENDENT

By: _____

Print Name: _____

Date: _____

EXHIBIT A

SCOPE OF SERVICES

Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders ("Work Detail") as well as one (1) full-time correctional officer ("Correctional Officer"). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the "Work"). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department's delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
- B. Vehicles, Equipment and Supplies. Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission ("FCC") Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer's use and operation of the vehicle discussed in this paragraph. Governmental

Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars (\$49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.