

AGENDA  
REGULAR MEETING  
5:00 P.M.  
April 18, 2022

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes. Citizens should be prepared at the time of their appearance, wait outside the meeting room until called and observe social distancing measures prior to/after appearing before the commission.*
5. Application for Commission approval, permit, or variance –
  - a. Solar Permit Request - Bartley - 633 Ann Lane
6. Approval of Minutes – April 4, 2022 1<sup>st</sup> Regular Meeting minutes
7. Old Business
  - a. Consideration of a contract for EMS Medical Director services
8. New Business
  - a. Consideration of proposed EMS service fee changes to be effective July 1, 2022
  - b. Consideration of a PM agreement with CAT Yancey for a D6N LGP and a 926M QC for twelve months
  - c. Consideration of an agreement with UGA Extension for funding of the Candler County UGA Extension office
  - d. Consideration of a proposal from Dominion Voting for support for the August runoff election and the November general election at a cost of \$6,500 per election
  - e. Consideration of an agreement with the Georgia Department of Corrections for an inmate detail for FY23 at a cost of \$49,318
  - f. Consideration of a request from public works to declare as surplus a 2005 Ford F150 VIN#6647 and advertise for sale
  - g. Consideration of a request from the Candler County Industrial Authority for a letter of support to the Bulloch County Development Authority for a OneGeorgia EDGE grant application for site work at the Aspen Aerogels site
9. Report from Chairman
10. Report from County Administrator
11. Report from Attorney
12. Reports from Commissioners
13. Executive Session
14. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**April 18, 2022**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, April 18, 2022, 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. County Administrator Bryan Aasheim, County Attorney Kendall Gross. Clerk Kellie Lank scribed.

This meeting was offered via teleconference to the public. However, no citizens signed on to hear the meeting. There were no citizens present at the meeting. The Metter Advertiser was notified of the meeting. A recording will be provided to Jerri Goodman.

**Call to Order**

Chairman Thrift called the meeting to order at 5:07 p.m.

**Invocation and Pledge of Allegiance**

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

**Approval of the Agenda**

Administrator Aasheim requested that the agenda be amended to include the items below:

8. f. **Consideration of a request from public works to declare as surplus a 2005 Ford F150 VIN#6647 and advertise for sale - To be added**
- g. **Consideration of a request from the Candler County Industrial Authority for a letter of support to the Bulloch County Development Authority for a OneGeorgia EDGE grant application for site work at the Aspen Aerogels site – To be added**

Vice-Chairman Jones made a motion to amend and approve the agenda as requested. The second to the motion was provided by Commissioner Hendrix. The motion carried 4-0.

**Citizens who wish to address the Commission-**

There were no citizens present to address the commission.

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

**Solar Permit Request - Bartley - 633 Ann Lane**

Administrator Aasheim presented an application for a solar facility permit from Jason and Cynthia Bartley for a structure mounted solar panel array on a residence located at 633 Ann Ln, Metter GA (Parcel #026 030). All required information had been submitted.

Commissioner Robinson made a motion to approve. Commissioner Hendrix provided the second to the motion. The motion carried 4-0.

**Approval of the Minutes –April 4, 2022 1<sup>st</sup> Regular Meeting**

Commissioner Robinson made a motion to approve the April 4, 2022 meeting minutes as presented. Commissioner Hendrix provided the second. The motion carried 4-0.

*\*\*\*Commissioner Thomas entered the meeting at 5:11 p.m.\*\*\**

**Old Business**

**Consideration of a contract for EMS Medical Director services**

Administrator Aasheim presented an agreement for Professional Services and Employment of Medical Director for Candler County Emergency Medical Services. County Attorney Gross prepared the agreement naming Dr. Gary Branch as the new medical director.

Commissioner Hendrix made a motion to approve to enter into a contract with Dr. Gary Branch for EMS Medical Director services. Commissioner Robinson provided the second. The motion carried 5-0. (Exhibit A)

**New Business**

**Consideration of proposed EMS service fee changes to be effective July 1, 2022**

Administrator Aasheim presented a proposal from EMS Director Reynolds to increase the EMS trip services fees to reflect current regional trip costs. As a result of a long overdue increase, the current EMS trip fees are below average for the region. This fee increase will help offset increasing operational costs.

Vice-Chairman Jones made a motion to approve. Commissioner Thomas provided the second. The motion carried 5-0. (Exhibit B)

**Consideration of a PM agreement with CAT Yancey for a D6N LGP and a 926M QC for twelve months**

Administrator Aasheim presented a preventative maintenance (PM) agreement with CAT Yancey for a D6N LGP and a 926M QC for twelve months. The previous PM agreement expired in March 2022. This proposed PM agreement is for 500 PM intervals with 2 PMs on each piece of equipment during the contract year. Payments are made per service for services rendered.

Commissioner Hendrix made a motion to approve. Commissioner Thomas provided the second. The motion carried 5-0. (Exhibit C)

**Consideration of an agreement with UGA Extension for funding of the Candler County UGA Extension office**

Administrator Aasheim presented the agreement with UGA Extension for funding the Candler County UGA Extension office. He explained this is an annual agreement. This agreement also includes cost sharing for Ag Agent, Ross Greene and the FACS Agent position.

Commissioner Robinson made a motion to approve. Commissioner Thomas provided the second. The motion carried 5-0. (Exhibit D)

**Consideration of a proposal from Dominion Voting for support for the August runoff election and the November general election at a cost of \$6,500 per election**

Administrator Aasheim presented a proposal for \$6,500.00 from Dominion Voting for support for the August runoff election and the November general election.

Commissioner Hendrix made a motion to approve. Commissioner Thomas provided the second. The motion carried 4-1 with Commissioner Robinson voting against. (Exhibit E)

**Consideration of an agreement with the Georgia Department of Corrections for an inmate detail for FY23 at a cost of \$49,318**

Administrator Aasheim requested the Board consider entering into an agreement with the Georgia Department of Corrections for an inmate detail for FY2023 at a cost of \$49,318.00. This agreement will serve as an assurance that Candler County will receive detail services provided the Georgia Department of Corrections releases the inmate detail to work in the future. Detail services have been on hold since 2020 due to the COVID pandemic. Payment is not required unless services are rendered by the inmate detail.

Commissioner Robinson made a motion to approve. Commissioner Hendrix provided the second. The motion carried 5-0. (Exhibit F)

**Consideration of a request from public works to declare as surplus a 2005 Ford F150 VIN#6647 and advertise for sale**

Administrator Aasheim informed the board of a request from Roads Superintendent, Jerry Lanier, to surplus a 2055 Ford F150 with VIN#6647.

Vice-Chairman Jones made a motion to approve. Commissioner Thomas provided the second. The motion carried 5-0.

**Consideration of a request from the Candler County Industrial Authority for a letter of support to the Bulloch County Development Authority for a OneGeorgia EDGE grant application for site work at the Aspen Aerogels site**

Administrator Aasheim informed the Board of a request from Candler County Industrial Authority's Executive Director, Hannah Mullins. Her request involved the Candler County Commission authorizing Administrator Aasheim to write a letter of support to the Georgia Department of Community Affairs. This will be a letter supporting the Development Authority of Bulloch County's application of a OneGeorgia EDGE for the funding to complete site work at the expansion site of Aspen Aerogels, LLC.

Commissioner Thomas made a motion to approve. Chairman Thrift provided the second. The motion carried 5-0. (Exhibit G)

**Report from Chairman**

Chairman Thrift requested executive session for personnel.



**Report from County Administrator**

Administrator Aasheim reported on:

- Workers Comp check
- EMS did not hire the last two approved EMS employees
- Allied requested landfill utilize fluff as ground cover
- Requested executive session for personnel

**Report from the County Attorney**

Attorney Gross had nothing to report at this meeting.

**Reports from Commissioners**

**Gregory Thomas, District 1** – Commissioner Thomas had nothing to report.

**Brad Jones, District 2** – Vice-Chairman Jones requested update on letter to the state representatives, and an update on the trees along the state highway 46. Fallen pine tree at Dutch Ford and Old Pence Farm loop.

**David Robinson, District 3** – Commissioner Robinson had nothing to report.

**Blake Hendrix, District 4** – Commissioner Hendrix had nothing to report.

**Executive Session –**

At 5:38 p.m. Vice-Chairman Jones made a motion to enter into executive session for the purpose of discussing personnel. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

At 6:22 p.m. Vice-Chairman Jones made motion to exit executive session and re-enter the regular meeting. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

Commissioner Robinson made a motion to authorize the Chairman to sign *the closed meeting affidavit* and certify that the executive session was for personnel only. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Commissioner Hendrix made a motion to authorize EMS to hire Andrew Freeman as a part-time paramedic at a rate of \$14.86/hour. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

**Adjournment**

Commissioner Thomas moved to adjourn the meeting at 6:26 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.



Maranda K. Lank, Clerk  
Attest



Chairman, Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

Gregory Thomas  
Commissioner

David Robinson  
Commissioner

Blake Hendrix  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on April 18, 2022

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

3.  
The executive session was called to order at 5:38 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 18<sup>th</sup> day of April 2022.

Sworn to and subscribed before me  
this 18<sup>th</sup> day of April 2022.

*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) 685-2835 FAX (912) 685-4823

**AGREEMENT FOR PROFESSIONAL SERVICES AND EMPLOYMENT  
OF MEDICAL DIRECTOR FOR CANDLER COUNTY EMERGENCY  
MEDICAL SERVICES**

THIS AGREEMENT dated April 18, 2022, 2022 by and between Candler County, Georgia and Gary Branch, M.D. (hereinafter "physician"), the parties agree as follows:

**WITNESSETH:**

THAT WHEREAS, Candler County, Georgia is a political subdivision of the state of Georgia; and

WHEREAS, Candler County, Georgia provides emergency medical services through the Candler County Emergency Medical Services; and

WHEREAS, Candler County, Georgia is authorized by law to enter into an agreement for the provision of professional services; and

WHEREAS, Georgia law requires that emergency medical services such as the one operated by Candler County, Georgia must engage the services of a physician licensed to practice medicine in the State of Georgia; and

WHEREAS, Gary Branch is a physician licensed by the State of Georgia; and

WHEREAS, physician has experience as a medical director for emergency medical services; and

WHEREAS, Candler County wishes to engage the services of physician to provide the services of medical director for the Candler County EMS and physician desires to be employed by Candler County to provide said services;

NOW THEREFORE, in consideration of the mutual covenants specified below, the receipt and sufficiency of which are stipulated by the parties, it is agreed as follows:



1.

Physician shall provide the services required of a medical director for an emergency medical service in the State of Georgia. It shall be the responsibility and obligation of physician to be familiar with the legal requirements of the position specified in this paragraph.

2.

At a minimum, physician's duties shall include but not be limited to:

- (a) approving policies and procedures of the Candler County Emergency Medical Services;
- (b) Formulating medical protocols and communication protocols to be used by the Candler County Emergency Medical Services;
- (c) Formulating and evaluating Candler County Emergency Medical Services objectives;
- (d) Evaluating the performance of Candler County Emergency Medical Services employees, equipment and procedures;
- (e) Providing ongoing improvement of patient care; and
- (f) Developing and implementing policies and procedures for requesting air ambulance transport.

3.

In addition to the statutory and regulatory duties outlined in the preceding paragraph, physician shall also work to foster and improve relationships with the medical staff and administration of hospitals to which patients are transported.

4.

Physician shall maintain an unrestricted license to practice medicine in the state of Georgia. Additionally, physician shall maintain any and all necessary licenses, certifications, and permits, to prescribe all medications necessary for the provision

of emergency medical services. The loss or restriction of any license, certification, and permit described in this item shall be grounds for immediate termination of this agreement.

5.

Physician shall from time to time meet with the Director of the Candler County Emergency Medical Service to discuss patient care, policies, procedures, and equipment in an effort to provide guidance on the improvement of the services provided by the Candler County Emergency Medical Service.

6.

Candler County shall pay physician the sum of \$1,000.00 per month for the services to be provided under the terms of this agreement. The sum shall be paid on the first day of each and every month following the execution of this agreement.

7.

The term of this agreement shall be twelve (12) months from the date of this agreement as listed above. The agreement shall automatically renew unless either party gives the other party notice of its intent to terminate the agreement not later than thirty (30) days from the end of the contract term.

8.

Both parties to this agreement acknowledge that physician is not considered to be an employee of Candler County. Rather, this agreement is intended to create an independent contractor relationship between physician and County. Both parties acknowledge and affirm that physician is expected to use his independent skill, judgment, and expertise in the discharge of his duties without the control of Candler County, its employees, agents, officers, or its Board of Commissioners. Candler County shall not interfere or restrict the performance of physician's duties; it shall not dictate his work schedule; it shall not prescribe the manner and methods with which

he provides the services contemplated hereunder.


9.

General Provisions:

- (a) The text herein shall constitute the entire agreement between the parties;
- (b) This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the physician, and shall be interpreted under the laws of the State of Georgia;
- (c) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; and
- (d) This agreement shall not be modified or amended except by a written instrument executed by the physician and the duly authorized representative of the Board.

IN WITNESS THEREOF, Candler County, Georgia has caused this agreement to be signed and executed on its behalf by its Chairman and Board of Commissioners and duly attested by its County Clerk, and the physician has signed and executed this agreement both in duplicate, effective as of the 18 day of April, 2022.

\_\_\_\_\_  
Gary Branch, MD

  
\_\_\_\_\_  
Glyn Thrift, Chairman

\_\_\_\_\_  
Commissioner

he provides the services contemplated hereunder.

9.

**General Provisions:**

- (a) The text herein shall constitute the entire agreement between the parties;
- (b) This agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the physician, and shall be interpreted under the laws of the State of Georgia;
- (c) If any provision, or any portion thereof, contained in this agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect; and
- (d) This agreement shall not be modified or amended except by a written instrument executed by the physician and the duly authorized representative of the Board.

IN WITNESS THEREOF, Candler County, Georgia has caused this agreement to be signed and executed on its behalf by its Chairman and Board of Commissioners and duly attested by its County Clerk, and the physician has signed and executed this agreement both in duplicate, effective as of the 5<sup>th</sup> day of July, 2022.

R Gary Branch Jr, MD  
Gary Branch, MD

\_\_\_\_\_  
Glyn Thrift, Chairman

\_\_\_\_\_  
Commissioner



Attest:

Marenda K. Lank

Kellie Lank, County Clerk

Approved as to form:

J. Kendall Gross  
J. Kendall Gross, County Attorney

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner



Exhibit B

**Proposed Fee Schedule Increases**

**BLS-NON EMERGENCY = \$450.00**

**ALS-1 NON EMERGENCY = \$550.00**

**BLS EMERGENCY = \$600.00**

**ALS-1 EMERGENCY = \$700.00**

**ALS-2 EMERGENCY = \$1,000.00**

**SPECIALTY CARE = \$1,200.00**

**MILAGE = \$14.00 PER/MILE**

**NON COVERED/PRIVATE TRANSPORT = \$14.00 PER/MILE**



# PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL INCLUDED

## YANCEY BROS. PREVENTATIVE MAINTENANCE (PM) AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc CUSTOMER NO: 802917 QUOTE NO: 24059  
 P.M. CONTACT (NAME, EMAIL & PHONE):  QUOTE DATE: 4/5/2022

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Pre-Paid Price	CPH (Cost Per Hour)	Equal Pay Per Service (Billed at each service)
D6N LGP	PBA02875	6,000	12   1,000	500	\$4,098.82	\$4.10	\$2,049.41
926M QC	LTE00326	3,500	12   1,000	500	\$3,420.33	\$3.42	\$1,710.17

### DEALERSHIP RESPONSIBILITIES

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

### CUSTOMER RESPONSIBILITIES

Install a Telematics System, Product Link or Equivalent  
 Grease Machine and Check Oil Levels Daily  
 Top off as necessary with fluids meeting OEM  
 Perform 10, 50, 100 and 250 Hour Maintenance  
 As outlined in the lubrication and maintenance manual  
 Perform All Cooling System Maintenance  
 As Required By Lubrication And Maintenance Manual  
 Make Machine Available For P.M. Service  
 Upon Arrival Of P.M. Technician, in a safe environment  
 Machine must be located in the state of Georgia

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

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

- Track hours and schedule services in advance and on time
- Ensure the correct P.M. service level is performed
- Monitor health & utilization by sending event reports as they happen and providing monthly reports.

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


INITIALS: PX



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

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

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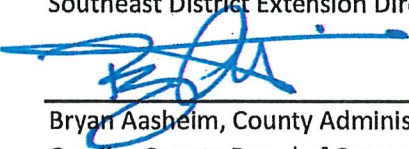
Customer Signature:  Date: 4/19/22

Yancey Bros. Co. Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit D

Date: 4/19/22

To: Janet Hollingsworth  
Southeast District Extension Director

From:   
Bryan Aasheim, County Administrator  
Candler County Board of Commissioners

Subject: Renewal of Contract - Candler County BOC

The Candler County BOC wishes to continue the contract agreement between the Candler County Board of Commissioners and the Georgia Board of Regents of The University of Georgia on behalf of The University of Georgia Cooperative Extension Service.

The contract is for salary, retirement, SS/Med costs for the employee(s) listed on the attached budget for the period of July 1, 2022 - June 30, 2023.

\*\*\* Please note there are signature lines on page 2 \*\*\*

\_\_\_\_\_  
District Extension Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Associate Dean for Extension, CES, UGA

\_\_\_\_\_  
Date



# Candler County Board of Commissioners

July 1, 2022 - June 30, 2023

FY23		
<u>Salary</u>	<u>Original</u>	<u>Amended Annual</u>
Susannah Lanier (TRS) 4H Agent/Coordinator	\$ 20,000	
VACANT (TRS) FACS Agent	\$ 9,000	
A. Kate Duggan (TRS) Admin Assoc	\$ 13,220	
W. Ross Greene (TRS) ANR	\$ 13,650	
<b>Total Salaries</b>	<b>\$ 55,870</b>	
<u>Benefits</u>		
TRS (19.98%)	\$ 11,162.83	
ERS (24.64%)	\$ -	
<b>Total Benefits</b>	<b>\$ 11,163.00</b>	
<b>Social Security (7.65%)</b>		
FICA OASDI (6.2%)	\$ 3,463.94	
FICA HI (1.45%)	\$ 810.12	
<b>Total SS</b>	<b>\$ 4,275</b>	
<b>Insurance</b>		
<b>Hospital</b>	\$ -	
<b>Life</b>	\$ -	
<b>Total HLO</b>	<b>\$ -</b>	
<b>Total Salary and Fringe</b>	<b>\$ 71,308</b>	<b>\$ -</b>

\*\*\*Totals are rounded up to the next dollar for contract billing.\*\*\*

UGA will bill quarterly for the actual expenses. All other benefits will be charged to 11310 13200 17300001 112001.

Bill to the following name and address:  
Candler County Board of Commissioners  
ATTN: Clara Frink, Payroll  
1075 E. Hiawatha Street, Suite A  
Metter, GA 30439

Contact:  
Crystal Carter, Payroll Clerk  
912-685-2835  
[ccarter@candlerco-ga.gov](mailto:ccarter@candlerco-ga.gov)  
[cfrink@candlerco-ga.gov](mailto:cfrink@candlerco-ga.gov)

Approved by:



Bryan Aasheim, County Administrator  
Candler County Board of Commissioners



March 24, 2022

**Candler County , GA****Q00007817**

Prepared by:  
 Scott Tucker  
 scott.tucker@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
<b>Support Services</b>					
On-Site Services - Non-Election Day (/day)	1 Day L&A support	S00002	1.0	\$2,000.00	\$2,000.00
On-site Services - Election Day	M-W election week onsite support	S00004	1.0	\$4,500.00	\$4,500.00
Sub-Total					<b>\$6,500.00</b>
<b>Purchase Sub-Total</b>					<b>\$6,500.00</b>
<b>Purchase Total</b>					<b>\$6,500.00</b>

**Terms and Conditions**

This quote is valid for 90 days and subject to change for scope and configuration updates.  
 All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.  
 Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.  
 Annual warranties are optional.

**Signatures**

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)
Bryan Asheim	Administrator		4/19/22



March 24, 2022

**Candler County, GA****Q00007818**

Prepared by:

Scott Tucker

scott.tucker@dominionvoting.com

Budgetary Quote

Product/Service	Description	Part Number	Qty	Unit Price	Extension
<b>Support Services</b>					
On-Site Services - Non-Election Day (/day)	1 Day L&A support	S00002	1.0	\$2,000.00	\$2,000.00
On-site Services - Election Day	M-W election week onsite support	S00004	1.0	\$4,500.00	\$4,500.00
Sub-Total					<b>\$6,500.00</b>
<b>Purchase Sub-Total</b>					<b>\$6,500.00</b>
<b>Purchase Total</b>					<b>\$6,500.00</b>

**Terms and Conditions**

This quote is valid for 90 days and subject to change for scope and configuration updates.

All Shipping costs to be invoiced separately to customer. All pricing is subject to standard terms and conditions.

Amounts due in years 2 and thereafter are subject to annual increases reflective of inflation.

Annual warranties are optional.

**Signatures**

Customer Name (printed)	Title	Signature	Date (MM/DD/YYYY)
Bryan Aasheim	Administrator		4/19/22

Exhibit F

**GEORGIA DEPARTMENT OF CORRECTIONS**

**COMMISSIONER'S OFFICE**  
7 MARTIN LUTHER KING, JR. DRIVE, S.W.  
SUITE 543  
ATLANTA, GEORGIA 30334-4900  
PHONE 478-992-5253  
FAX 478-992-5259



**Brian P. Kemp**  
*Governor*

**Timothy C. Ward**  
*Commissioner*

April 7, 2022

Via Email Only

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

RE: WORK DETAIL AGREEMENTS

To Whom It May Concern:

Please find enclosed a copy of the work detail agreement for your signature. Please review the enclosed agreement for accuracy. Once you have signed the document, you should send the original electronically, pdf format, to the facility contact's email as described in your agreement no later than June 1st. Should you decide that you will not be using a work detail for this fiscal year, please notify the department at the following email address [charles.hodges@gdc.ga.gov](mailto:charles.hodges@gdc.ga.gov). Please state NO DETAIL NEEDED in the subject line as well as the name of your entity and the GDC facility which provides your detail(s).

As a Department, we are moving towards electronic contract records. As a result, we are asking that you accept your fully executed contract in electronic format. Please supply the email address you wish to have the fully executed contract sent to when you forward the signed contract to your respective facility. Make certain that you type this information and check it for accuracy versus handwriting this information. In the event you need an original paper copy of the agreement, please advise the facility of the same in writing. Again, we are moving towards electronic contract records and as a result responding to paper request may result in a delay to your fully executed agreement being received in an expeditious manner.

Very Truly,  
Charles Hodges  
Attorney III, Contracts

Enclosure:



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

THIS AGREEMENT is entered into this 1st day of July 1, 2022, 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, 2022 through 11:59 p.m. on June 30, 2023("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, 3<sup>rd</sup> 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.

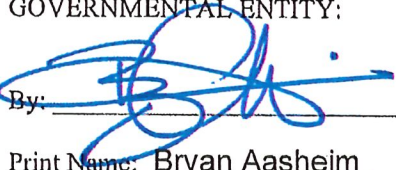
9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based 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

GOVERNMENTAL ENTITY:

By:  \_\_\_\_\_  
Print Name: Bryan Aasheim  
Title: County Administrator

Date: \_\_\_\_\_

Date: April 18, 2022

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.

## BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Bryan Aasheim  
County Administrator

Brad Jones  
Vice-Chairman

Blake Hendrix  
Commissioner

David Robinson  
Commissioner

Gregory Thomas  
Commissioner

February 23, 2022

Christopher Nunn, Commissioner  
Georgia Department of Community Affairs  
60 Executive Park South, NE  
Atlanta, GA 30329

RE: Development Authority of Bulloch County OneGeorgia EDGE Application  
Aspen Aerogels, Inc.

Dear Commissioner Nunn,

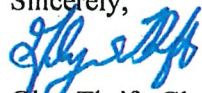
It is my pleasure to give my full support of the Development Authority of Bulloch County's OneGeorgia EDGE application for funding to complete site work at the proposed expansion site of Aspen Aerogels, LLC. The Candler County Board of Commissioners are excited about this opportunity to positively affect our region's economic impact.

The most important impact of Aspen's proposed expansion to Bulloch County is the job opportunities it will bring. Many Candler County residents commute to other counties for employment. Adding another industry to the industrial park in Bulloch County is sure to provide multiple opportunities for our citizens in Candler County.

Another aspect of Aspen's expansion is the potential for the future growth it creates in our region. The more industries a park contains, the better it looks for potential businesses. Aspen's addition to the industrial landscape of our region opens the door even wider for other industries to expand here as well. This goes back to the first company that created jobs, and the economic impact cycle continues with each additional business. As a OneGeorgia Eligible County, Candler County is excited about the opportunity for the cycle to occur in a neighboring county that impacts us as well.

Again, I want to express my support of this application, and I ask that you give it your full consideration. Thank you for OneGeorgia's commitment to improving economic development in Georgia, specifically our region of Georgia.

Sincerely,



Glyn Thrift, Chairman  
Candler County Board of Commissioners

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