AGENDA REGULAR MEETING 5:00 P.M. April 3, 2023

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance, Agatha Grimes, Candler County 4-H
- 3. Approval of Agenda
- 4. Citizens wishing to address the Commission Citizens will be allowed to address the commission individually for a period of up to 5 minutes.
- 5. Application for Commission approval, permit or variance
 - a. David Robinson; submission of a preliminary sketch plan for design of Turkey Ridge mobile home park
- 6. 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
 - f. Tax Assessor Cheyenne Lanier
- 7. Financial Report
 - a. March 2023 Financial Report
- 8. Approval of Minutes March 20, 2023 2nd Regular Meeting
- 9. Old Business
 - a. Candler County Jail Housing and Support Building Proposed
 - 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 a proposed revision of the Candler County Manufactured Home Ordinance
 - d. Consideration of adoption of the Candler County Mobile Home Park Ordinance
 - e. Discussion and consideration of a proposal from Hunt Insurance Group for catastrophic inmate medical insurance

10. New Business

- a. Consideration of a Resolution agreeing to participate in the National Teva, Allergan, CVS Walgreens, and Walmart settlements and agreeing to be bound by an anticipated memorandum of understanding between the State of Georgia and Georgia Subdivisions regarding the proposed settlement
- b. Consideration of a proposed authorization for work No. 47 from EMC Engineering for design, engineering and construction management of the TIA E Hiawatha St project, in the amount of \$170,000
- c. Consideration of a donation from a citizen to install a Pet Waste Disposal Station at the Walking Trail on the campus of the Candler County Recreation Department

- d. Consideration of proposals submitted in response to an RFP for lawn maintenance services for county facilities
- e. Consideration of a request from the County Administrator to sell five (5) county surplus vehicles to B&W salvage for a total price of \$8,750
- 11. Report from Chairman
- 12. Report from County Administrator
- 13. Report from Attorney
- 14. Reports from Commissioners
- 15. Executive Session
 - a. Consideration of an increase in hourly pay rate of \$1.00 per hour for Jakelyn Guiff under the Tax Assessor's certification compensation policy having achieved Level I Appraiser certification from the State of Georgia
- 16. Adjournment

Board of Commissioners of Candler County Regular Meeting April 3, 2023 5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, April 3, 2023, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Brad Jones and Commissioners Gregory Thomas, David Robinson and Blake Hendrix were in attendance. Also attending were County Administrator Bryan Aasheim, County Clerk Kellie Lank and County Attorney Kendall Gross. The Metter Advertiser was notified of the meeting, Jerri Goodman attended.

Guests attending this meeting included: Candler County Public Works Superintendent, Jerry Lanier; City of Metter Fire Chief, Jason Douglas; Candler County Sheriff Office, Captain Justin Wells, Candler County EMS Director, Joseph Reynolds; EMC Engineering Services, Inc., Daniel Chicola; Candler County Tax Commissioner Jason Grimes and daughter, Agatha Grimes. Candler County Ag Extension/4H Director, Susannah Lanier; Candler County Tax Assessor Board member Ann H. Childs, Candler County Tax Assessor, Cheyenne Lanier; ACCG County Consulting Services Associate, Michael O'Quinn; CAT Representative, Landon Moore; Nancy Robinson, and Jean Melton Furr.

Call to Order

Vice-Chairman Jones called the meeting to order at 5:04 p.m.

Invocation and Pledge of Allegiance -

Vice-Chairman Jones called on Candler County 4-H member, Agatha Grimes, to deliver the invocation and lead the *Pledge of Allegiance*.

Approval of Agenda

Administrator Aasheim requested the agenda be approved with no changes.

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

<u>Citizens wishing to address the Commission</u> — Citizens will be allowed to address the commission individually for a period of up to 5 minutes.

There were no citizens present requesting to address the Commission.

<u>Application for Commission approval, permit or variance – </u>

David Robinson; submission of a preliminary sketch plan for design of Turkey Ridge mobile home park

Administrator Aasheim opened the floor to Commissioner Robinson to present a preliminary sketch plan for design of Turkey Ridge mobile home park to request an exception to the Candler County Mobile Home Park and Subdivision Ordinance.

***Chairman Thrift entered the meeting at 5:09 pm. ***

***Commissioner Robinson left the room so the Board could discuss his request at 5:31 pm. ***
After discussing Commissioner Robinson's request, the Board did not take action. Commissioner
Robinson's submission of a preliminary sketch plan for design of Turkey Ridge mobile home park died
for a lack of a motion.

Commissioner Robinson reentered the boardroom at 5:52 pm

Administrator Aasheim explained to Commissioner Robinson that his request died on the table with no action taken. Commissioner Robinson then read a prepared speech.

Department Reports-

Metter Fire Department – Jason Douglas

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

Vice-Chairman Jones requested an update on the 2024 Fire Budget request from the City of Metter. Chief Douglas stated City Manager, Carter Crawford is still working on the insurance numbers. Some position costs are impacted by that and some are not. He was not sure when Manager Crawford will be done.

EMS - Joseph Reynolds

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

Roads & Bridges – Jerry Lanier

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

- County can begin cutting grass along St. Matthews Church Road
- Assisted a citizen Sunday afternoon who was blocked in on a county-maintained road

Solid Waste - Robert Hendrix - Not present.

Recreation – Mike Robins - Not present.

Tax Assessor - Cheyenne Lanier

Cheyenne Lanier, Chief Tax Appraiser approached the Board to update on the following topics:

- Exemption Application season has ended
- Hiring for a new mobile home clerk through Friday
- Jakelynn Guiff passed the appraiser exam

Financial Report – March 2023 Financial Report

Administrator Aasheim delivered the financial report. (Exhibit C)

- All accounts are balanced as of March 31, 2023.
- The General Fund overall account balance is \$5,876,710.57.
- The Landfill Closure Fund account investment value of \$1,816,312.88.
- The American Rescue Plan Act (ARPA) account is down due to taking delivery of two Sheriff's vehicles \$921,945.92.
- The Shared Services District account balance is \$1,289,260.91. However, \$300,000.00 is reserved for the Lytell Extension Project if the Industrial Development Authority grant application is approved.
- Health Insurance Reserve account balance is \$719,115.59, but keep in mind we are in the middle of a plan-year.
- Revenues-99% of anticipated Property Taxes have been collected.
- All divisions' expenditures are inflated.
- Budget Amendments to come that were approved and will extend those budgets.
- SPLOST Proceeds were \$144,260.13. The \$7.3 million cap has been reached 100% of the SPLOST collected was pad to the IDA.
- Vice-Chairman Jones requested information on the Synovus investments, and inquired about investing the \$1.3 Million funds paid by the Candler County Hospital. Administrator Aasheim stated those funds are currently in the General Fund Contingency account, and he would like to observe the market cool down before investing.

Approval of Minutes - March 20, 2023 2nd Regular Meeting

Commissioner Thomas made a motion to approve the March 20, 2023 2nd Regular Meeting minutes. Commissioner Hendrix provided a second. The motion carried 4-0, with Chairman Thrift abstaining due to not being present at the March 20, 2023 meeting.

Old Business

Candler County Jail Housing and Support Building - Proposed

Aasheim reported to the Commission that he had talked to a other managers in the state and reached out to ACCG to discuss the possible SPLOST mechanisms related to the proposed jail debt. Aasheim stated that he believed that if the project moved forward as a Level I project, the county would have to take 100% of the SPLOST proceeds up front until the project was completed. Aasheim stated that he would not recommend that approach. Aasheim then discussed potential structures for an Intergovernmental Agreement (IGA), but related that he did not believe that the county could afford the project at the current cost under any of the potential SPLOST structures. The commission had further discussion of the project and acknowledged that something must be done, but there was consensus that the budget would have to be lower.

There was discussion about alternative options to build at a lower cost, renovate the existing facility, build a facility in increments or for future expansion. There was discussion about the current census at the jail, costs to hold them somewhere else if repairs were done on specific sections of the facility and other topics.

Consensus was reached for Commissioner Thomas and Vice-Chairman Jones to meet with the Sheriff and Jail Staff to discuss options to move forward.

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

Administrator Aasheim presented a request from the Georgia Department of Behavioral Health & Development Disabilities for a county appointment to the Region 5 advisory council Chairman Thrift made a motion to table this item. Commissioner Hendrix provided a second. The motion carried 5-0.

Consideration of adoption of a proposed revision of the Candler County Manufactured Home Ordinance

Administrator Aasheim presented a proposed revision to the Candler County Manufactured Home Ordinance. Vice-Chairman Jones requested two changes to the proposed revised Candler County Manufactured Home Ordinance. Those requests included an inclusion to 2.1 (h)(l) that excludes the use of 5V tin as skirting and to 4.1 (c) to remove "or" from "and/or" to ensure all steps have landings as well as include verbiage to exclude the use of cinderblocks without mortar to hold in place.

Vice-Chairman Jones made a motion to request the County Attorney to makes the requested changes to the Manufactured Home Ordinance. Commissioner Thomas provided a second. The motion carried 4-1 with Commissioner Robinson voting against. (Exhibit D)

Consideration of adoption of the Candler County Mobile Home Park Ordinance

Administrator Aasheim presented the Candler County Mobile Home Park Ordinance. There were several changes to be made to this ordinance. Aasheim requested input on Page 5, currently 3.1 (a) to

ask if the Commissioners are satisfied with the total park size being a minimum of five acres. The Board agreed five acres are sufficient. Aasheim also requested input of the following:

- Increase the design spec to include community water under Water Supply on page 6.
- Should the verbiage under **Fencing** on page 8 be change to require fencing around all mobile home parks, not just if it abuts a residential area.
- Should there be a requirement for a **Recreation Area** in the design of this ordinance, page 9. County Attorney agreed this should be taken out.

Requested were made to change the following:

- Correct the numbering error beginning on page 5 with **3.1 All parks shall meet the following requirements.** This article header should begin with 4.1 and all following numbered articles should be numerically corrected.
- Vice-Chairman Jones requested under **Water Supply** on page 6, the water line pipe size be change from three-fourths inch to one inch width. Also include a requirement to have the water main crossing under a road to be installed in sleaves to ease the repairs of pipe repairs.
- On page 11 item (a) under Lot Specifications, change the minimum area of "10,000 square feet" to "12,500 square feet".
- Include verbiage to include to require **Sanitary Sewage** and **Storm Drainage** on page 7 be completed before allowing mobile homes to be set up on the property.
- On page 8 under **Identification Signs**, change the last sentence, "The signs may be illuminated" to "The signs MUST be illuminated from dusk to dawn."
- On page 9 under **Street Systems**, under (k) add "This will be a Privately Owned Road System, and not a County Maintained Road System." Further, add item (j) "The Road System must meet GDOT standards."

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

Discussion and consideration of a proposal from Hunt Insurance Group for catastrophic inmate medical insurance

Administrator Aasheim presented a proposal from Hunt Insurance Group for catastrophic inmate medical insurance. After a brief discussion of Option 1 and Option 2, the Board agreed to approve Option 1. (Include verbiage that explains approval date)

Commissioner Thomas made a motion to approve Option 1 with an execution date beginning July 1, 2023 Commissioner Hendrix provided a second to the motion. The motion carried 5-0. (Exhibit E)

New Business

Consideration of a Resolution agreeing to participate in the National Teva, Allergan, CVS Walgreens, and Walmart settlements and agreeing to be bound by an anticipated memorandum of understanding between the State of Georgia and Georgia Subdivisions regarding the proposed settlement

Administrator Aasheim presented a resolution agreeing to participate in the Nation Teva, Allergan, CVS Walgreens, and Walmart settlements and agreeing to be bound by an anticipated memorandum of understanding between the State of Georgia and Georgia Subdivisions regarding the proposed settlement.

Commissioner Hendrix made a motion to adopt the resolution agreeing to participate in the Nation Teva, Allergan, CVS Walgreens, and Walmart settlements and agreeing to be bound by an anticipated memorandum of understanding between the State of Georgia and Georgia Subdivisions regarding the proposed settlement. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit F)

Consideration of a proposed authorization for work No. 47 from EMC Engineering for design, engineering and construction management of the TIA E Hiawatha St project, in the amount of \$170,000

Administrator Aasheim opened the floor to Mr. Daniel Chicola to present the proposed authorization for work No. 47 from EMC Engineering Services, Inc for design, engineering and construction management of the TIA/TSPLOST II Project for paving East Hiawatha St, in the amount of \$170,000.00.

Vice-Chairman Jones made a motion to approve the proposed authorization for work No. 47 from EMC Engineering for design, engineering and construction management of the TIA E Hiawatha St project, in the amount of \$170,000. Commissioner Hendrix provided a second. The motion carried 5-0. (Exhibit G)

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

Administrator Aasheim presented a request from a citizen to donate funds to have a pet waste disposal station at the walking trail on the campus of the Metter-Candler Recreation Department. Administrator Aasheim stated he needed to consult with the Recreation Department Director about maintaining the waste station, and requested the Board table this item.

Vice-Chairman Jones made a motion to table this item. Commissioner Robinson provided a second. The motion carried 5-0.

Consideration of proposals submitted in response to an RFP for lawn maintenance services for county facilities

Administrator Aasheim opened the one bid submitted in response to an RFP for lawn maintenance services for county facilities. He then opened the following proposal:

T-Bones Landscaping for \$1,540.00 for all County facilities.

Commissioner Robinson made a motion to accept the bid by T-Bones Landscaping for \$1,540.00 for all County facilities. Vice-Chairman Jones provided a second. The motion carried 5-0. (Exhibit G)

Consideration of a request from the County Administrator to sell five (5) county surplus vehicles to B&W salvage for a total price of \$8,750

Administrator Aasheim requested the Commissioners consider selling five county surplus vehicles to B&W Salvage for a total price of \$8,750.00. The vehicles are:

- 2012 Tahoe VIN#9089 \$2,500.00
- 2013 Taurus VIN#1739 \$1,500.00
- 2013 Taurus VIN#4022 \$1,500.00
- 2014 Taurus VIN#0827 \$1,500.00
- 2008 E350 Van VIN#3318 \$1,750.00

Commissioner Hendrix made a motion to sell the five vehicles listed to B&W Salvage for a total price of \$8,750.00. Commissioner Robinson provided a second. The motion carried 5-0.

Report from Chairman

Chairman Thrift spoke of his recent surgery.

Report from County Administrator

Administrator Aasheim reported on the following item:

- Presented engineering report and requested input on contacting property owners along Fortner Road and Crabby Lane to invite them to participate in the project.
- Requested approval to mail the municipalities to a May 1, 2023 24SPLOST meeting at 3:00pm.
- The undercarriage on the D6 at the Landfill repair estimate came back from CAT/Yancey at \$30,000.00
- Requested executive session to discuss personnel only.

Report from Attorney

Attorney Gross had nothing to report.

Reports from the Commissioners

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

Vice-Chairman Jones representing Commission District 2, stated he is not running for Mayor in the City of Metter.

Commissioner Robinson representing Commission District 3, stated he felt like Donald Trump. Commissioner Hendrix representing Commissioner District 4, reported a dishwasher is dumped on Sonny Slop Road.

Executive Session - Personnel

Vice-Chairman Jones moved to exit into Executive Session to discuss personnel at 7:42 p.m. Commissioner Thomas provided a second to the motion. The motion carried 5-0.

Commissioner Robinson moved to exit Executive Session and reconvene the regular meeting at 7:50 p.m. Commissioner Hendrix provided a second to the motion. The motion carried 5-0.

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

Consideration of an increase in hourly pay rate of \$1.00 per hour for Jakelyn Guiff under the Tax Assessor's certification compensation policy having achieved Level I Appraiser certification from the State of Georgia

Commissioner Hendrix made a motion to increase the hourly pay rate of Jakelyn Guiff by \$1.00 per hour as described in the Tax Assessors certification compensation policy. Chairman Thrift provided a second to the motion. The motion carried 5-0.

Vice-Chairman Jones made a motion to ratify the hiring of Tyler Love as an EMT-I by the EMS service. Commissioner Hendrix provided the second to the motion. The motion carried 5-0.

Commissioner Thomas made a motion to submit Heidi Miles and Grant Lanier as nominees to the Candler County Hospital Authority for their vacant board position. Chairman Thrift provided a second to the motion. The motion carried 5-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 7:55 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

Maranda K. Lank, Clerk

Attest

hairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift Chairman

Bryan Aasheim County Administrator **Brad Jones** Vice-Chairman

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:

The Board of Commissioners of Candler County met in a duly advertised meeting on April 3, 2023

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

The executive session was called to order at 1:42 p.m.

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 OTA
This 3 rd	day of April 2023. Comm. Exp. 02/26/24 Chyn Thorift, Chairman
_	to and subscribed before Board of Commissioners of Candler County day of April 2023.

Notary Public

Exhibit A

Metter Fire Rescue Response List Mar-23

Call Type and Jurisdiction

Mar-23

	Structure	Vehicle	Res.	Brush	lnv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	2	0	3	1	6	5	1	3	3	0	24
County	2	0	5	9	0	3	0	0	0	5	0	24
Total	2	2	5	12	1	9	5	1	3	8	0	

Total Calls 48

Mar-22

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	3	1	8	3	0	3	. 5	0	24
County	2	1	1	19	2	1	0	0	2	6	1	35
Total	2	1	2	22	3	9	3	0	5	11	1	

Total Calls	59
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61 Total Calls 2 Mutual aid calls given to Emanuel County

Exhibit B

MARCH 2023 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	55
FROM SCENE TO MEADOWS	3
FROM SCENE TO EGRMC	32
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	0
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	2
LIFT ASSIST/REFUSAL	7
REFUSAL	37
MUTAL AID	1
TRANS CCH TO MEMORIAL	5
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	4
TRANS CCH TO UNIVERISTY	0
TRANS CCH TO DOCTORS	4
TRANS CCH TO EGRMC	12
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	5
TRANS CCH TO HOSPICE	0
CORNOR CALL	7
CANCELLED CALL	3
AIR TRANSPORT (COVID)	0
NO PT CONTACT	0
CCH TO RES FOR HOSPICE	1
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	2
EMS NOT NEEDED	4
RES TO HOSPICE HOUSE	0
INTERCEPT	0
DOA AT NURSING HOME	1
FIXED WING	1

TOTAL

Exhibit C

Account Number

Account Number					
GENERAL FUND	DESCRIPTION	BOOK BALANCE	BANK BALANCE	Difference	Notes
100-11-1110	GENERAL FUND QNB	\$3,549,473.64	\$3,549,473.64	\$0.00	
100-11-1113	GENERAL FUND CONTINGENCY	\$1,327,236.93			
100-11-6202	SYNOVUS SECURITIES-(Market)	ψ1,027,200.00	Ψ1,021,200.00	2/28/2023 Value	
100 11 0202	SYNOVUS SECURITIES (Market)	\$1,000,000.00		2/28/2023 Value	
				ZIZOIZUZ3 Value	
100 11 1101	Total	\$5,876,710.57			
100-11-1134	LANDFILL CLOSURE FUND QNB	\$10,312.88	\$10,312.88		
100-11-6201	SYNOVUS SECURITIES-(Market)			2/28/2023 Value	
	SYNOVUS SECURITIES- (Account)	\$1,806,000.00		2/28/2023 Value	
	Total	\$1,816,312.88			
100-11-1135	JUVENILE COURT FUND QNB	\$2,328,22	\$2,328.22	\$0.00	
100-11-1136					
	PUBLIC BUILDING FUND-CLOSED	\$0.00			
100-11-1139	CANDLER COUNTY JAIL FUND	\$216,324.83	\$216,324.83	\$0.00	
100-11-1167	HOSPITAL LOC	\$33,905.58	\$33,905.58	\$0.00	ų.
	HOSPITAL LOAN *9022			2/28/2022 Balance	\$0.00
100-11-1170	AMERICAN RESCUE PLAN ACT	\$0.00	\$0.00		
100 11 1170	Fund 100 Totals	\$8,867,528.00		Ψ0.00	
	I unu 100 lotais	\$6,867,526.00			
DATE BUILD		<u> </u>			
D.A.T.E. FUND					
212-11-1132	D.A.T.E. QNBA	\$52,709.65	\$52,709.65	\$0.00	
	Fund 212 Totals	\$52,709.65		1	
		† +==,:==,:==			
E-911 FUND					
	E OLL ELINE ONE	***************************************	4070.000.00		
215-11-1138	E-911 FUND QNB	\$350,033.22	\$350,033.22	\$0.00	
	Fund 215 Totals	\$350,033.22			1
ARPA FUND					
230-11-1170	AMERICAN RESCUE PLAN ACT	\$921,945.92	\$921,945.92	\$0.00	
200 11 1170	Fund 230 Totals	\$921,945.92		\$0.00	
	runa 230 Totals	\$921,945.92			
LMIG FUND		1	1		
250-11-1110	LMIG	\$515,173.30	\$515,173.30	\$0.00	
	Fund 250 Totals	\$515,173.30			
	T una 200 Totalo	ψο το, τη σ.σο			
SSD FUND					
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270-11-1110	Special Services District	\$1,289,260.91		\$0.00	
	Fund 270 Totals	\$1,289,260.91			
INMATE FUND					
285-11-1139	JAIL STORE FUND QNB	\$144,382.17	\$144,382.17	\$0.00	
200-11-1109				\$0.00	1
	Fund 285 Totals	\$144,382.17			
		1			
2011 SPLOST	•				
320-11-1140	2011 SPLOST QNB	\$0.00	\$0.00	\$0.00	
	Fund 320 Totals	\$0.00		† · · · · · · · · · · · · · · · · · · ·	
	,	ΨΟ.ΟΟ		<u></u>	
2040 CDL OCT					
2018 SPLOST					
321-11-1141	2018 SPLOST QNB	\$945,842.66		\$0.00)
321-11-1142	2018 SPLOST Hospital 20%	\$0.00	\$0.00	\$0.00	
	Fund 320 Totals	\$945,842.66			
		, - , - , - , - , - , - , - , - , - , -		<u> </u>	
TSPLOST CAPITAL				 	
	OACH IN DANK TIA ODLOGT COR	#050 001 15	#0F2 204 1=	 	
335-11-1141	CASH IN BANK TIA SPLOST QNB	\$950,001.15		\$0.00)
	Fund 335 Totals	\$950,001.15			
HEALTH INS/PARETO			1		
601-11-1112	HEALTH INSURANCE/RESERVE	\$719,115.59	\$719,115.59	\$0.00	
601-11-1110					
001-11-1110	HEALTH INSURANCE/PARETO	\$170,845.42		\$0.00	7
	Fund 601 Totals	\$889,961.01			
		1			
	Report Totals	\$22,619,861,44			

Board of Commissioners of Candler County Statement of Revenue and Expenditures

Revenue Account Range: 100- Expend Account Range: 100- Print Zero YTD Activity: No	0000-00-0000-	to 100-99-9999 to 100-9999-99-9999	Include	Include Non-Anticipated: Yes Include Non-Budget: No		Year To Date As Of: Current Period: Prior Year:	03/31/23 07/01/22 07/01/21	to 03/31/23 to 03/31/22
Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit %	Real
100-31-1100	REAL DROP-CIR YEAR	7,895,952,34	3.200.000.00	3,159,662,28	3,159,662,28	00.00	40,337.72-	66
100-31-1120	TIMBER TAX	40,791.37	22,000,00	42,165.17	42,165.17	0.00	12,834.83-	77
100-31-1190	HOSPITAL LEVY	265,394.96	280,000.00	276,393.54	276,393.54	00.0	3,606.46-	66
100-31-1200	REAL PROP-PRIOR YEAR	175,085.32	250,000.00	104,047.27	104,047.27	00.0	145,952.73-	42
100-31-1314	ALTERNATIVE AD VAL T	00.0	9,500.00	00.0	00.00	00.00	-00.005,6	0
100-31-1315	TAVT	448,061.18	550,000.00	480,888.57	480,888.57	00.0	69,111,43-	87
100-31-1320	MOBILE HOME	9,290,04	35,000.00	16,556.47	16,556.47	00.0	18,443.53-	47
100-31-1350	RAILROAD EQUIPMENT	3,877,54	3,800.00	3,989.73	3,989.73	00.0	189,73	105
100-31-1500	PROPERTY NOT ON DIGE	184,268.03	190,000.00	54,414.47	54,414.47	00.0	135,585.53-	53
100-31-1600	REAL ESTATE TRANSFER	50,337.52	55,000.00	30,917.50	30,917.50	00.0	24,082.50-	56
100-31-3100	LOST	641,537.66	000,000.00	702,736.96	702,736.96	00.0	197,263.04-	78
100-31-6300	FINANCIAL INSTITUTIO	26,643.00	25,000.00	25,803.00	25,803.00	00.0	803,00	103
100-31-9110	PEN & INT-REAL	85,758.85	120,000.00	75,716.96	75,716.96	00.0	44,283.04-	63
100-31-9500	PEN & INT-FIFA	4,550.00	4,800.00	4,501.51	4,501.51	00.0	298.49-	94
100-32-1240	HUNTING CAMP LIC/PER	1,500.00	1,700.00	1,600.00	1,600.00	00.00	100.00-	94
100-32-2211	LAND TRANSFER FEE	1,995.00	2,000.00	1,225.00	1,225.00	00.0	-00.5//	D.
100-32-2240	MOBILE HOME PERMITS	00.000.0	.00*0	0.00	0.00	0.00	0.00	0 0
100-32-2250	ELECTRICAL PERMITS	2,170.00	0.00	00.0	0.00	00.0	0.00	0 0
100-32-2991	LAND DISTURBING FEES	2,921.45	0.00	00.0	00.0	00.00	00.0	-
100-33-1113	HHS & HRSA GRANT_COVID-19	2,531.28	0.00	00.0	00.0	0.00	00.00	0 0
100-33-1152	GEMA EMA PARTNERSHIP	00.0	7,328.00	00'0	00.0	00.0	7,328.00-	0 (
100-33-1210	AMERICAN RESCUE PLAN ACT (ARPA)	37,677.50	00.0	00*0	00.0	0.00	0.00	o ;
100-33-4211	FAMILY CONNECTIONS GRANT	36,279.03	52,500.00	38,500.08	38,500.08	00.0	13,999.92-	, 33 3
100-33-5200	FOREST LAND PROTECTION GRANTS (FLPA)		25,000.00	00.0	00.0	00.0	-5,000,00-	0 6
100-33-6004	DISPATCH METTER SHA-2018 SDS AGREEMENT		65,000.00	54,166.70	54,166.70	00.0	10,833.30-	×× ×
100-34-1120	STATE COURT - COMMUNITY SERVICE	3,007.00	4,000.00	00.0	00.0	00.00	4,000.00-	o ;
100-34-1190	STATE COURT - JOF	2,309.35	3,500.00	2,235.37	2,235.37	00.0	1,264.63-	64
100-34-1200	CLERK OF COURT - GENERAL FILING FEE	34,221.71	45,000.00	35,329.37	35,329.37	0.00	9,670.63-	6/
100-34-1600	TAVT/MOTOR VEHICLE COUNTY FEES	28,290.30	32,000.00	30,658.70	30,658.70	00.0	4,341.30-	× ×
100-34-1910	ELECTION FEES	504.00	00.0	00.0	00.0	00.0	0.00	o (
100-34-1930	SALE OF MAPS	00.9	0.00	00.0	00.0	0.00	00.0) i
100-34-1940	COMMISSIONS ON TAXES	12,569.35	17,500.00	13,128.05	13,128.05	0.00	4,3/1.95-	72
100-34-1941	METTER TAX COLLECTIO	4,050.00	4,500.00	4,500.00	4,500.00	00.0	00.0	00T 33
100-34-2100	LAW ENFORCEMENT FEES	18,078.00	23,000.00	18,942.00	18,942.00	00*0	4,058.00-	82
100-34-2201	SCHOOL RESOURCE OFFICER	24,269.00	40,000.00	26,145.60	26,145.60	0.00	13,854.40-	3 62
100-34-2202	SOUTHEASTERN TECH COLLEGE UTILITES	2,474.33	4,000.00	2,851.88	2,851.88	00.00	1,148.12-	1/

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real	
100-34-2600	EMS TRIP SERVICE FEES	398,380.21	510,000.00	467,010.94	467,010.94	0.00	42,989.06-	92	
100-34-2601 100-34-2602	EMS ANNUAL FEES FMS LEGAL RECOVERY OF RACK DEBT	451,939,54 1.314.35	0.00	2,983.64	2,983,64	00.0	2,983,64	1 0	
100-34-2603	GDCH Medicaid UPL Supplement	00.0	00.0	35,684.04	35,684.04	0.00	35,684.04	0	
100-34-2900	HOSPITAL DEBT SERVICE FEES	864.91	00.0	483.60	483.60	0.00	483,60	0 ;	
100-34-4131	RECYLED MATERIALS	1,602.00	2,000.00	3,196.40	3,196.40	00.0	1,196.40	160	
100-34-4150	TIPPING LANDFILL FEES	68,335.51	85,000.00	83,047.88	83,047.88	00.0	1,952,12-	8 g 8 g	
100-34-4151	RESIDENTIAL LDFL USE	400,194.72	505,000.00	437,869.69	437,869.69	00.0	67,130,31-	. 87	
100-34-4152	RECYCLE CTR FEES	1,715.00	2,000.00	921.70	921,70	00.0	1,078.30-	46	
100-34-4153	INERT LANDFILL FEES	15,247.06	20,000.00	17,793.08	17,793.08	00.0	2,206.92-	68	
100-34-7202	JACK STRICKLAND RENT	2,350.00	2,500.00	750.00	750.00	0.00	1,750.00-	S 5	
100-34-7205	REC DEPT REGISTRATIO	28,580.00	30,000.00	30,295,00	30,295.00	0.00	7 575.00	T0T	
100-34-7206	REC DEPT CONCESSIONS	2,245.36	8,500,00	4,8/3,L5	4,8/3,15	00.0	5,020,03-	70	
100-34-7207	REC DEPL SPONSORS	4,/17.00 7,085,00	7,500.00	I,400.00	I,400.00	00.0	0,100.00- 2,272,00	176 176	
100-34-7209	KEC DEPT ADMISSIONS	00.600,7	3,000,00	1 960 00	1 860 00	00.0	2,2,2,00	1 F 2 C	
100-34-7210 100-35-1110	KEC DEPLIOURNAMENI	00,577	70,000,00	1,600.00 8 239 03	7,000.00 8,239,03	00.0	11,760,97-	41	
100-35-1120	CTATE COURT FINES	300,619,78	450,000,00	765,756.15	265,756.15	0.00	184,243,85-	29	
100-35-1130	MAGTSTRATE COURT	22,682,00	30,000,00	20,133,50	20,133,50	00.00	9,866,50-	<i>L</i> 9	
100-35-1150	PROBATE COURT	22,557.62	25,000.00	22,718.48	22,718.48	00.0	2,281.52-	. 91	
100-35-1401	STATE/SUPERIOR CT ADD ON FEE-JAIL FUND	29,874.32	50,000.00	26,716.87	26,716.87	00.0	23,283.13-	23	
100-35-1402	MUNI COURT ADD ON FEE-JAIL FUND	21,043.60	27,500.00	14,127.29	14,127.29	00.0	13,372.71-	21	
100-35-1408	JUVE COURT ADD ON FEE	603.50	200.00	70.00	70.00	00.0	-00.059	10	
100-35-1901	PUBLIC DEFENDER FEES	910,36	1,000.00	844.00	844.00	00.0	156,00-	84	
100-36-1001	INTEREST INCOME	7,405.45	15,000.00	22,728.89	22,728.89	00.00	7,728.89	152	
100-36-1003	INTEREST INCOME - GENERAL FUND CD	2,955.65	00.0	00.0	0.00	00.0	00.0	0	
100-37-1001	PRIVATE DONATIONS	1,250.00	00.0	7,608.00	7,608.00	00.0	7,608.00	0 9	
100-38-9001	MISC SALE OF PIPE	10,123.62	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	00.0	1,095.63-	7 ₈	
100-38-9005	MISCELLANEOUS	24,4/2.5I	72,000.00	13,/16.12	77, /TD. 17	00.0	0,283.88-	90 c	
T00-38-9006	INSURANCE PROCEEDS	14,983.66	17,500.00 0.002,71	6,765.86	0,/05.80	0.00	10,/34.14-	35 5	
100-38-9007	MISC SALE OF SIGNS	52.00	00*0	447.00	447.00	00.00	447.00	-	
100-38-9010	MISC SALE OF USED MOTOR GRADER BLADES	484.68	00.0	0.00	00.0	0.00	00.0	> 0	
100-38-9011	PUBLIC DEFENDER- SURPLUS REFUND	87.6/0'8	0,00	0,00	0.00	0.00	00 . 0	170	
100-38-9013	SUPERTUR COURT CLERK RELMBURSEMENT GRANT	00.0	7 620 04	78,7037,40	28,703/,40	0.0	2,222,4 20,689 56	377	
100-38-9015	STIDENTON COURT - RUDGET SURPLUS RETARRURS	00.0	11,224,41	11,224,41	11,224.41	0.00	00.0	100	
100-38-9999	CANCEL PRIOR YEAR EXPENSE	1,167,70	00.0	626.91	,626.91	0.00	626.91	0	
100-39-1001	IF TRANSFER - ARPA FOR PUBLIC SAFETY	00.0	150,000,00	00.0	00.0	00.0	150,000.00-	0	
100-39-1002	IF TRANSFER - SSD FOR CODE ENFORCEMENT	00.0	11,065.08	00.0	00.0	00.00	11,065.08-	0	

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Board of Commissioners of Candler County Statement of Revenue and Expenditures

Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit %	% Reail
100-39-1270 100-39-1800 100-39-2100 100-39-3701	TRANSFER FROM 270-CODE ENFORCEMENT FUND BALANCE USE SALE OF ASSETS CANDLER COUNTY HOSPITAL_DEBT RECIEVABLE	57,107,39 0.00 0.00 0.00	0.00 135,898.18 0.00 0.00	11,000.69 0.00 9,905.00 1,324,751.23 8,506,002,50	11,000.69 0.00 9,905.00 1,324,751.23 8,596,992.59	00.0	11,000.69 135,898.18- 9,905.00 1,324,751.23	. 0 0 0 %
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Į.	% Expd
	1100 LEGISIANTE	37,619,66	66.950.58	42.517.40	42.517.40	00.0	24,433.18	64
	1300 EXECUTIVE	172,673.80	232,298.82	178,821.80	178,821.80	00.0	53,477.02	77
	1400 ELECTIONS & VOTER REGISTRATION	62,441.84	120,505.16	85,232.97	85,232.97	00.00	35,272,19	7.1
	1510 ADMINISTRATION	278,282.04	330,903,97	272,449.77	272,449.77	00.0	58,454.20	82
	1514 BOARD OF EQUALIZATION:	2,225.13	5,287.34	3,624.85	3,624.85	00.00	1,662.49	69
	1535 INFORMATION TECHNOLOGY:	122,531,16	141,500.00	122,280.20	122,280.20	00.0	19,219.80	98
	1545 TAX COMMISSIONER	207,171.67	296,711.99	222,871.42	222,871.42	00.00	73,840.57	75
	1550 TAX ASSESSOR	175,702.89	303,955.29	240,273.88	240,273.88	00.0	63,681.41	79
	1565 PUBLIC BUILDINGS	177,259.77	240,668.00	198,157.72	198,157.72	00.00	42,510.28	82
	2150 SUPERIOR COURT	157,201.21	220,482.70	171,233.07	171,233.07	00.0	49,249.63	78
	2180 CLERK OF COURT	164,213.98	324,460.25	249,610.03	249,610.03	00.0	74,850.22	77
	2300 STATE COURT	87,111.20	132,647.50	97,748.21	97,748.21	00.00	34,899.29	74
	2400 MAGISTRATE COURT	71,057,91	35,186.21	27,719.00	27,719.00	00.00	7,467.21	79
	2450 PROBATE COURT	112,763.12	160,341.09	123,480.35	123,480.35	00.0	36,860.74	77
	3300 SHERIFF	1,105,541.27	1,563,741.22	1,129,525.75	1,129,525.75	00.0	434,215.47	72
	3326 DETENTION CENTER	532,092.35	834,033.82	575,865.66	575,865.66	00.0	258,168.16	69

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Board of Commissioners of Candler County Statement of Revenue and Expenditures

3600 EMERGENCY MEDICAL SERVICES	841,172.37	1,221,306.96	912,506.41	912,506.41	00.00	308,800,55	75
3700 CORONER	17,606.44	32,050.33	12,107.88	12,107.88	00.0	19,942.45	38
3920 EMERGENCY MANAGEMENT ASSOCIATION	16,311,39	18,590.47	17,904.72	17,904.72	00.00	685.75	96
4200 roads & bridges	801,125.76	1,204,082.37	958,049.18	958,049.18	00*0	246,033.19	80
4530 SOLID WASTE DISPOSAL	288,261.42	470,249.24	315,748.14	315,748.14	00.0	154,501.10	29
5550 FAMILY CONNECTIONS:	35,399.88	52,500.00	38,849.94	38,849.94	00.0	13,650.06	74
7130 AGRICULTURAL RESOURCES	37,234.66	86,808,00	46,970.77	46,970.77	00.00	39,837.23	54
7450 CODE ENFORCEMENT	8,221.05	11,065.08	5,382,48	5,382,48	00.0	5,682.60	49
7460 RECREATION DEPARTMENT	175,020.53	277,144.56	197,887.79	197,887.79	00.0	79,256.77	71
8000 DEBT SERVICES:	18,750.00	25,000.00	18,750.00	18,750.00	00.0	6,250.00	75
9000 OTHER DEPARTMENTS 100 GENERAL FUND Expend Total	84,238.59	303,456.04 8,711,926.99	675,700.28 6,941,269.67	675,700.28 6,941,269.67	0.00	372,244.24- 1,770,657.32	223
100 GENERAL FUND Revenues: Expended: Net Income:	Prior 7,003,506.46 5,789,231.09 1,214,275,37	current 16 8,596,992.59 29 6,941,269.67 37 1,655,722.92	8,596,992 6,941,269 1,655,722	7TD .59 .92.			
Grand Totals Revenues: Expended: Net Income:	Prior 7,003,506.46 5,789,231.09 1.214.275.37	Current 16 8,596,992.59 19 6,941,269.67	8,596,992 6,941,269 1,655,722	УТР .59 .67			

Board of Commissioners of Candler County Statement of Revenue and Expenditures

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Revenue Account Range: 230-00-0000 Expend Account Range: 230-0000-00 Print Zero YTD Activity: No	0000-00-0000	to 230-99-9999 to 230-9999-99-9999	Include	Include Non-Anticipated: Include Non-Budget:	: Yes : No	Year To Date As Of: Current Period: Prior Year:	03/31/23 07/01/22 07/01/21	to 03/31/23 to 03/31/22
Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Excess/Deficit	% Real
230-33-1113 230-36-1001	HHS & HRSA GRANT_COVID-19 INTEREST INCOME 230 AMERICAN RESCUE PLAN (A Revenue Tota	30,958.57 304.16 31,262.73	0.00	0.00 5,956.35 5,956.35	0,00 5,956,35 5,956,35	0.00	0,00 5,956,35 5,956,35	0 0 0
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
220 1510 00-0000	ADMINITCIDATION	00 0	00.00	00.0	00.0	0.00	0.00	0
230-1510-51-1100	ADMINISTRATION PEGIN AR EMPLOYEES	86.658.25	00.0	00.0	00.0	00.00	00.0	0
230-1510-51-1109	EMPLOYEE INFLATION PAY SUPPLEMENT	00.0	74,000.00	81,544.91	81,544.91	00.0	7,544.91-	110
230-1565-00-0000	PUBLIC BUILDINGS	00.0	0.00	00.0	00.0	00.0	0.00	0 (
230-1565-54-2202	PUBLIC BUILDINGS - COURTHOUSE HVAC	00.0	64,500.00	64,500.00	64,500.00	0.00	0.00	100
230-1565-54-2203	PUBLIC BUILDING-COURTHOUSE CLOCK REPAIR	0.0	9,945.00	00.0	00.0	00.0	9,945,00	0
230-2180-00-0000	CLERK OF COURT	00.0	0.00	31.075.00	31,075,00	0.00	31,075.00-	0
0000-00-0057-057	CLERN OF COON! TANDENAMO OF THEY RECOND OF THE	00.0	00.0	00.0	00.0	00.00	00.0	0
230-3300-54-2200	SHERIFF - VEHICLES - NEW	44,346,73	130,000.00	96,134.33	96,134.33	00.00	33,865.67	74
230-3300-54-2501	SHERIFF - SAFETY EQUIPMENT	00.0	87,000.00	46,149.51	46,149.51	00.0	40,850.49	23
230-3600-00-0000	EMERGENCY MEDICAL SERVICES	00.00	00.0	00.0	00.0	00.0	0.00) }
230-3600-52-3700	EMS - ONLINE TRAINING SYSTEM_LEXIPOL		1,560.00	1,560,00	1,560.00	00.00	0.00	907
230-3600-53-1600	EMS - LUCAS DEVICE	14,215.52	00.0	00.0	0.00	00.0	0.00	>
230-3600-53-1601	EMS – POWERPROXT & POWERLOAD SYSTEM	33,588,25	0,00	00.00	00.00	00*0	0.00	>
230-3600-53-1602	1	12,862.00	0.00	00.00	00.00	0.00	00.0	o c
230-3600-53-1603	1	47,465.79	0.00	00.0	00.0	00.0	00.0	o c
230-3600-53-1605	1	3,250.00	0.00	00.00	0.0	0.00	00.0	
230-3600-53-1606	EMS - FYZZ HRSA ARP RURAL EMS GRANT	30,333.03	0.0	00.0	00.0	00.0	00.00	> <
230-3600-54-2200	EMS - TYPE 1 AMBULANCE	193,712.00	00.0	227,481.50	227,481.50	00.00	-04.181.50-	>
230-3600-54-2201	EMS - 2022 FORD F150 SUPER VIN#2939	00.0	00*0	1,368.82	1,368.82	0.00	T, 368.82-	> 0
230-4200-00-0000	ROADS & BRIDGES	00.0	00.0	00.0	00.00	00.00	0.00	0 (
230-4200-53-1106	ROADS - FINDLEY & HARDIMAN	4,344.00	0.00	00.0	00.0	00.0	0.00	; د 'ا
	230 AMERICAN RESCUE PLAN (A Expend Total	470,775.57	367,005.00	549,814.07	549,814.07	00.0	182,809.07-	T20

YTD 5,956.35 549,814.07 Current 5,956.35 549,814.07 Prior 31,262.73 470,775.57 Revenues: Expended: 230 AMERICAN RESCUE PLAN (ARP) ACT FUND

April 3, 2023 03:08 PM		Board of Commiss Statement of R	Board of Commissioners of Candler County Statement of Revenue and Expenditures	· County Iftures		Page No: 2
Expend Account Description	ijon	Prior Yr Expd	Budgeted Curi	Budgeted Current Expd YTD Expended	Cancel	Balance % Expd
	Net Income:	439,512,84-	543,857.72- 543,857.72-	543,857.72-		
Grand Totals	1]s	Prior	Current	QL.		
	Revenues: Expended: Net Income:	31,262.73 470,775.57 439,512.84-	5,956.35 549,814.07 543,857.72-	5,956.35 549,814.07 543,857.72-		

of commissioners of candler county	tement of Revenue and Expenditures
Board of Commissi	Statement of Re

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Revenue Account Range: 250- Expend Account Range: 250- Print Zero YTD Activity: No	Revenue Account Range: 250-00-0000 Expend Account Range: 250-0000-00-0000 rint Zero YTD Activity: No	to 250-99-9999 to 250-9999-99-9999	9-99-9999 9-99-99999	JUI TIICI nnn	Include Nol-Antic pateu. Tes Include Non-Budget: No	oN :	real to bate As of, 03/34/23 Current Period: 07/01/22 Prior Year: 07/01/21	Current Period: 07/01/22 to 03/31/23 Prior Year: 07/01/21 to 03/31/22	03/31/23 03/31/22
Revenue Account	Description		Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel	Cancel Excess/Deficit	. % Real
250-33-4252 250-36-1001 250-38-9005	DOT GRANT - LMIG (USE FOR FUTURE YEARS) LMIG INTEREST INCOME MISCELLANEOUS 250 LMIG FUND Revenue Total	TURE YEARS)	446,340.44 740.95 67,007.63 514,089.02	450,000.00 1,000.00 0.00 451,000.00	455,397.45 2,891.14 0.00 458,288.59	455,397.45 2,891.14 0.00 458,288.59	0.00	5,397.45 1,891.14 0.00 7,288.59	101 289 0 102
Expend Account	Description		Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
250-4200-00-0000 250-4200-54-1401 250-4200-54-1402 250-4200-54-1409 250-4200-54-1409	LMIG CONTROL ACCOUNT INFRASTRUCTURE 2022 LMIG INFRASTRUCTURE 2016 LMIG INFRASTRUCTURE 2021 LMIG INFRASTRUCTURE 2021 LMIG SAP 250 LMIG FUND Expend Total		0.00 0.00 0.00 405,287.25 0.00 405,287.25	0.00 446,340,44 450,000.00 0.00 0.00 896,340,44	0.00 446,340.44 0.00 62,806.50 509,146.94	0.00 446,340.44 0.00 62,806.50 509,146.94	00.0	0.00 0.00 450,000.00 62,806.50- 387,193.50	100 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0
	250 LMIG FUND	Revenues: Expended: Net Income:	Prior 514,089.02 405,287.25 108,801.77	current 458,288.59 5 509,146.94 7 50,858.35	458, 288 509, 144 50, 85	YTD 3.59 5.94 3.35-			

 Revenues:
 S14,089.02
 458,288.59
 458,288.59

 Expended:
 405,287.25
 509,146.94
 509,146.94

 Net Income:
 108,801.77
 50,858.35
 50,858.35

Grand Totals

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Board of Commissioners of Candler County Statement of Revenue and Expenditures

Board of Commissioners of Candler County	Statement of Revenue and Expenditures

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Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance	% Expd
270-9000-54-1031	ETRE CAPITAL STIPEND	0.00	36,620,00	0.00	00.0	00.00	36,620.00	0
270-9000-57-1010		91,337,22	121,797.00	91,347,75	91,347.75	0.00	30,449.25	75
270-9000-57-1011	. –	14,759,73	20,663,61	15,497.73	15,497.73	0.00	5,165.88	75
270-9000-57-1012		42.288.37	00.0	00.0	00.0	0.00	0.00	0
270-9000-57-1030	ETRE PROTECTION METTER	225,430,92	330,861.37	248,146.02	248,146.02	0.00	82,715.35	75
270-9000-57-1032		0.00	76,377,42	57,283,11	57,283,11	0.00	19,094.31	75
270-9000-57-1060	TRRABY	39,053,70	53,871,50	40,403,61	40,403.61	00.00	13,467.89	75
	270 SPECIAL SERVICE DISTRIC Expend Total	682,514.70	1,037,700.00	728,542.20	728,542.20	00.0	309,157,80	02
	270 SPECTAL SERVICE DISTRICT FUND	Prior	or Current	τ. Σ	2			
	Revenues: Expended:	989,988.80	1,060	.3 1,060,415.13 .0 728,542.20	L3 20.			
	Net Income:	307,474.10	10 331,872.93	331,872.93	33			

Grand Totals

Revenues: 989,988.80 1,060,415.13 1,060,415.13 Expended: 682,514.70 728,542.20 728,542.20 Net Income: 307,474.10 331,872.93 331,872.93

Page No:

Board of Commissioners of Candler County Statement of Revenue and Expenditures

03/31/23 07/01/22 to 03/31/23 07/01/21 to 03/31/22	Excess/Deficit % Real	46,103,69 109 7,477.50- 97 27,218.86 107 2,721.88 107 301,198.85- 40 0.00 100 3,009.87 374 50.35- 50 229,672.40- 87	Balance % Expd	1,042.15- 142 2,495.22 94 8,877.89 11 0.00 0 163.72 95 0.00 0 3,000.00 0 2,000.00 0 0.00 0 0.00 0 0.00 0 0.00 0 6,00 0 0.00 0
Year To Date As Of: 03/31/23 Current Period: 07/01/22 Prior Year: 07/01/21	cancel Exces	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.0	Cancel	000000000000000000000000000000000000000
: Yes	YTD Revenue	561, 303, 69 222, 522, 50 395, 218, 86 39, 521, 88 198, 801, 15 100, 000, 00 4, 109, 87 49, 65 1, 521, 527, 60	YTD Expended	3,542.15 39,510.69 1,122.11 0.00 2,846.28 0.00 0.00 1,200.00 1,200.00 1,200.00 0.00 0.00 1,600.00 1,600.00 0.00 0.00 0.00 0.00 0.00 0.00 0.
Include Non-Anticipated: Yes Include Non-Budget: No	Current Rev	561,303.69 222,522.50 395,218.86 39,521.88 198,801.15 100,000.00 4,109.87 49.65 1,521,527.60	Current Expd	3,542.15 39,510.69 1,122.11 0.00 2,846.28 0.00 0.00 1,840.00 1,200.00 1,200.00 0.00 2,000 1,200.00 0.00 2,000 1,200.00 0.00 0.00 0.00 0.00 0.00 176,118.42 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0
Include	Anticipated	515,200.00 230,000.00 368,000.00 36,800.00 500,000.00 100,000.00 1,751,200.00	Budgeted	2,500.00 42,005.91 10,000.00 3,010.00 3,010.00 3,000.00 0.00 1,200.00 1,200.00 2,000.00 2,000.00 4,000.00 10.00 10.00 10.00 12,200.00 2,000.00 4,000.00
6666-66-6	Prior Yr Rev	586, 293.75 261, 738.28 418, 781.28 41, 878.13 0.00 1,096.61 1,309,844.61	Prior Yr Expd	0.00 0.00 0.00 1,811.03 3,364.20 0.00 4,500.00 12,999.50 0.00 0.00 147,584.00 147,584.00 176,055.79 0.00 26,007.32 0.00 132,500.00 10.00 10.00 110.00 110.00 110.00 110.00
evenue Account Range: 321-00-0000 to 321-99-9999 Expend Account Range: 321-0000-00-0000 to 321-999999999999999999999999999999999999	Description	2018 SPLOST (COUNTY 56%) 2018 SPLOST (Hospital 20%) 2018 SPLOST (Metter 40%) 2018 SPLOST (Pulaski 4%) 2018 SPLOST (INDUSTRIAL AUTHORITY) LWCF-RECREATION DEPART LIGHTING PROJECT INTEREST INC 2018 SP INTEREST INC 2018 SPLOST HOSPITAL 20% 321 2018 SPLOST FUND Revenue Total	Description	2018 SPLOST_New COUNTY ADMIN_BOARDROOM CHAIRS_CAPITAL IT - Multifunction Printers - Capital IT/DATA CENTER CAPITAL OUTLAYS IT - COURTHOUSE RENO IT UPGRADE COUNTY GEN ADMIN-BOC CLERK-LAPTOP COUNTY GEN ADMIN - TAX ASSESSOR - FF&E TAX ASSESSOR - COMPUTERS(3) PUBLIC BUILDINGS-COURTHOUSE RENOVATION COUNTY GEN ADMIN - TOC - OFFICE FURN PROBATE COUNT - COMPUTER COUNTY GEN ADMIN - COC - OFFICE FURN PROBATE COUNT - COMPUTER COUNTY GEN ADMIN - COC - IT EQUIPMENT Sheriff - HVAC - Capital SHERIFF - VEHICLES - NEW SHERIFF - CHIEF DEPUTY PC SHERIFF - EQUIPMENT DETENTION - KENDWOOD NEXTEDGE RADIO DETENTION - RENDWOOD NEXTEDGE RADIO DETENTION - PORTABLE DEFIBRILATORS PUBLIC WORKS - HEAVY EQUIPMENT
Revenue Account Range: 321. Expend Account Range: 321. Print Zero YTD Activity: No	Revenue Account	321-31-3208 321-31-3209 321-31-3210 321-31-3211 321-31-3212 321-33-4310 321-36-1005	Expend Account	321-1510-00-0000 321-1535-54-2301 321-1535-54-2301 321-1535-54-2401 321-1535-54-2401 321-1535-54-2402 321-1550-54-2400 321-1550-54-2400 321-2450-54-2400 321-2450-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401 321-3300-54-2401

rs of Candler County	ue and Expenditures
Board of Commissioners of	Statement of Revenue

April 3, 2023 03:11 PM

Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	cancel	Balance %	% Expd
321-4530-54-2200 321-4530-54-2301 321-4530-54-2302 321-4962-57-1094 321-4964-57-1094 321-4968-57-1094 321-7130-54-2501 321-7460-54-1201 321-7460-54-1201 321-7460-54-1201 321-7460-54-1201	SOLID WASTE DIS - CAT D3N BULLDOZER SOLID WASTE DIS - ROLL OFF CONTAINERS SOLID WASTE_4.5" EXTERIOR SCALE READOUT 2018 SPLOST COUNTY 56% 2018 SPLOST WETTER 40% 2018 SPLOST PULASKI 4% 2018 SPLOST HOSPITAL 20%) INDUSTRIAL DEVELOPMENT AUTHORITY-SHARE COUNTY GEN ADMIN - 4H OFFICE EQUIPMENT RECREATION DEPA CAPITAL - LIGHTING LWCF RECREATION DEPT - ROLL UP DOORS RECREATION DEPT - ROLL UP DOORS RECREATION DEPT - ROLL UP DOORS RECREATION DEPT - ROLF REPAIRS RECREATION DEPT - ROOF REPAIRS RECREATION DEPT - ZENO TURN MOWER 321 2018 SPLOST FUND EXPEND TOTAL	0.00 0.00 0.00 373,125.28 37,315.63 233,222.66 0.00 844.00 0.00 36,100.00 0.00 0.00 0.00 0.00 0.00 0.00 0.	36,000.00 10,000.00 2,400.00 0.00 0.00 0.00 2,700.00 1,200.00 15,000.00 15,000.00 15,000.00 1,500.00 1,500.00 1,500.00 1,500.00	0.00 2,443.27 7,997.29 400,931.20 40,093.11 222,522.60 54,541.02 2,697.58 0.00 157,070.00 1,500.00 1,264,560.42	0.00 9,575.36 2,443.27 7,997.29 400,931.20 40,093.11 222,522.60 54,541.02 2,697.58 0.00 157,070.00 1,500.00 10,925.00 12,100.00 12,100.00	00.000000000000000000000000000000000000	36,000,00 424.64 43.27- 7,997.29- 40,931.12- 222,522,60- 445,458.98 2,42 1,200.00 13,500.00 13,500.00 13,500.00 13,500.00 13,500.00 12,100.00- 7,778.88 3,425.00- 12,100.00- 50,579.25-	0 0 0 0 0 111 100 63 63 146 0 0 0 0 0 0 146
	321 2018 SPLOST FUND Revenues: Expended: Net Income:	Prior 1,309,844.61 1,476,719.38 166,874.77	Current 1 1,521,527.60 8 1,264,560.42 7- 256,967.18	1,521,527 1,264,560 256,967	ΥΤΣ 42 18			

Grand Totals

Revenues: 1,309,844.61 1,521,527.60 1,521,527.60 Expended: 1,476,719.38 1,264,560.42 1,264,560.42 Net Income: 166,874.77- 256,967.18 256,967.18

Page No: 1

Board of Commissioners of Candler County Statement of Revenue and Expenditures

April 3, 2023 03:13 PM

Print Zero YTD Activity: No	0000-00-0000-	to 335-9999-99-9999	un u	Include Non-Budget: No		Current Period: 07/01/22 Prior Year: 07/01/21	07/01/22 07/01/22 07/01/21	to 03/31/23 to 03/31/22
Revenue Account	Description	Prior Yr Rev	Anticipated	Current Rev	YTD Revenue	Cancel E	Excess/Deficit	% Real
335-31-3204 335-31-3205 335-36-1004	TIA SPLOST GDOT INTEREST INC TIA SPL 335 TIA SPLOST FUND Revenue Total	252,728.24 65,474.90 1,555.49 319,758.63	300,000.00 850,000.00 1,700.00 1,151,700.00	272,776.50 779,475.49 5,961.74 1,058,213.73	272,776.50 779,475.49 5,961.74 1,058,213.73	00.00	27,223,50- 70,524.51- 4,261,74 93,486,27-	91 92 351 92
Expend Account	Description	Prior Yr Expd	Budgeted	Current Expd	YTD Expended	Cancel	Balance 3	% Expd
335-4200-52-3300 335-4968-52-1204 335-4968-52-1204 335-4968-54-1401 335-4968-54-1401 335-4968-54-1406 335-4968-54-1407 335-4968-54-1408 335-4968-54-1408	ADVERTISING 2012 TIA SPLOST: ENGINEERING LAND ACQUISITION CANOOCHEE PIPE REPAIR 2020 LMIG 10% MATCH 2021 LMIG 10% MATCH 2021 LMIG SAP 10% MATCH 2022 LMIG 10% MATCH 2022 LMIG 10% MATCH 2023 LMIG 10% MATCH 335 TIA SPLOST FUND EXPEND TOTAL	549.00 0.00 78,129.73 575.04- 67,007.63 29,007.06 8,965.50 0.00 0.00	0.00 0.00 50,000.00 0.00 0.00 0.00 100,000.00 60,000.00	0.00 0.00 0.00 570.00 0.00 49,647.38 200.00 414,429.67 2,400.00 1,254,374.49	0.00 0.00 0.00 570.00 0.00 49,647.38 200.00 414,429.67 2,400.00 1,254,374.49	0.00	0.00 0.00 0.00 0.00 570.00- 800,000.00 49,647.38- 200.00- 314,429.67- 57,600.00	0 *** 0 0 0 0 0 124
33	335 TIA SPLOST FUND R E.	Prior Revenues: 319,758.63 Expended: 183,083.88 Net Income: 136,674,75	Prior Current 78.63 1,058,213.73 783.88 1,254,374.49 75 196,160.76-	rt 73 1,058,213.73 49 1,254,374.49 76- 196,160.76-	тр 73 76-			

Current 1,058,213.73 1,254,374.49 196,160.76-

Prior 319,758.63 183,083.88 136,674.75

> Revenues: Expended: Net Income:

Grand Totals

Grand Totals

Revenues: 1,030,686.45 1,223,642.10 1,223,642.10 Expended: 785,146.86 664,397.44 664,397.44 0et Income: 245,539.59 559,244.66

				Industrial										
		FY23		Authority		Hospital	Z	Net Remaining		Metter		Pulaski		County
July	٠	166,628.20	ς,	ı	Ś	33,325.64	٠Ş	133,302.56	Ş	53,321.02	ş	5,332.10	ς,	74,649.43
August	↔	152,995.15	5	1	Ş	30,599.03	Ş	122,396.12	ş	48,958.45	Ş	4,895.84	Ş	68,541.83
September	↔	158,332.72	ζ.	ı	ς,	31,666.54	ş	126,666.18	Ş	50,666.47	ş	5,066.65	₹\$	70,933.06
October	↔		Ş	ı	ςγ-	31,567.05	ᡐ	126,268.22	ş	50,507.29	٠Ş	5,050.73	ς,	70,710.20
November	Ϋ́	160,655.65			٠Ş	32,131.13	٠S	128,524.52	Ş	51,409.81	Ş	5,140.98	\$	71,973.73
December ProRata	٠Ş	488.96			ς,	97.79	Ş	391.17	∿	156.47	٠Ç-	15.65	ς,	219.05
December	↔	153,101.28			Ş	30,620.26	Ş	122,481.02	ᡐ	48,992.41	ጭ	4,899.24	\$	68,589.37
January	٠Ş	162,575.30			ζ.	32,515.06	ᡐ	130,060.24	ş	52,024.10	↔	5,202.41	\$	72,833.73
February	ş	152,498.13	-ζ>	54,541.02	Ş	1	ᡐ	97,957.11	ş	39,182.84	↔	3,918.28	\$	54,855.98
March	Ş	144,260.13	ş	144,260.13	Ş	1	₹	1	ς,	l	ᡐ	1	\$	1
April			ζ,	ı	Ş	1	-ζ>	1	Ş	1	Ş	1	\$	•
May					Ş	1	٠Ş	ı	Ş	ı	٠Ş	1	\$	1
June ProRata					Ş	1	ۍ	1	Ş	ı	ş	1	\$	•
June	↔	i			٠Ş	1	\$	1	⟨S	ı	↔	1	↔	1
Totals	\$	\$ 1,409,370.79 \$	\$	198,801.15 \$ 222,522.51 \$	\$	222,522.51	\$	988,047.13 \$ 395,218.85	\$	395,218.85	\$	39,521.89	Ş	553,306.40

GENERAL FUND

OBX-274894 GF

SECURITY ID		AMOUNT	MATURITY	CI	LOSING 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
CASH	\$ \$				

LANDFILL FUND

OBX-274894 LF

SECURITY ID		AMOUNT	MATURITY		RATE	BANK
319477AQB	\$	250,000.00	11/15/2023		4.65	FIRST CITIZENS BANK
49306SG83	\$	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 NATĻ BANK
9497633X2	\$	250,000.00	11/29/2024		4.85	WELLS FARGO NATL
	_					
CASH	<u>\$</u>					
	\$	1,806,000.00		*		

TOTAL INVESTED \$ 2,806,000.00

CANDLER COUNTY MANUFACTURED HOME ORDINANCE

ARTICLE ONE GENERAL

- 1.1 Title. This Ordinance shall be known as and may be cited as the "Manufactured Home 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.

- (a) Board of Commissioners: Candler County Board of Commissioners.
- (b) Building official: One or more persons, officers or officials or his/her authorized representative, whom the county administrator has appointed to administer and enforce, individually or collectively, the building code, subdivision, manufactured home, and zoning ordinances.
- (c) County: Candler County, Georgia.
- (d) Developmental Services Division: The division which includes the building and zoning departments.
- (e) Driveway: A minor private way used by vehicles and pedestrians for access from any street or road to a manufactured home.
- (f) Exit Permit: A permit that is valid for moving a mobile home only and is restricted to the mobile home being moved out of the county or to a valid mobile home dealership. This permit shall signify that all taxes owed to the county have been paid in full.
- (g) Health department: The director of the Candler County Health Department or his/her authorized representative.
- (h) Mobile home and 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.
- (i) Permit: A written permit of certification issued by Developmental Services Division permitting a manufactured home to be located on a parcel of land.
- (j) Person: Any individual, firm, trust, partnership, public or private association, or corporation.
- (k) Pre-owned manufactured home: Any manufactured home that has been previously utilized.
- (l) Skirting: A durable material used to enclose the space from the bottom of the manufactured home to grade. Acceptable materials may include brick, masonry, stone, rock, wood, metal (non reflective), vinyl and other materials manufactured for the purpose of skirting. Residents are prohibited from using 5V tin as skirting.

ARTICLE THREE PERMIT REQUIREMENTS

- 3.1 Exemption of units held for resale. If the owner of a manufactured home is using or intends to use such manufactured home for the purpose of resale only, then such manufactured home shall be exempt from obtaining a permit provided the manufactured home is placed on property permitted for manufactured home sales and service or prior permission has been given by the developmental services division.
- 3.2 Finding of necessity. The board of commissioners finds and determines that manufactured homes pose special problems in determining whether these homes are located on approved sites and comply with the plumbing and electrical hookups adopted by the county. Thus, it is necessary to require certain permits to insure that the homes are properly identified and located on approved sites in compliance with such codes.
- 3.3 Prerequisites to locating or occupying manufactured home.

- (a) No person shall initially locate or relocate any manufactured home within the limits of the county without having made such application and obtained such permit.
- (b) No person shall occupy any manufactured home as a residence unless a permit has been issued as required by this section.
- (c) Installers of manufactured homes are responsible for complying with all local requirements and assuring that a permit has been obtained prior to the installation of any manufactured home.
- (d) Manufactured homes are not permitted to be used as storage buildings. Manufactured homes are not to be stored or abandoned on the property for more than 60 days, except in a location that is in the manufactured home sales businesses. A property shall be considered abandoned or stored if it does not comply with elements defined in 4.1 and 4.2 of this ordinance.

3.4 Application for permit.

- (a) The developmental services division is hereby authorized and empowered to prescribe forms and procedures for such applications for permits issued pursuant thereto, as well as any other document required in connection with such application or permit. The developmental services division is authorized or empowered to require that applicants furnish information in writing, as may be reasonably required to effectuate the purposes hereof.
- (b) Upon receipt of the application for the location or relocation of a manufactured home, the developmental services division shall determine whether or not the site has been approved. If the location or proposed location of the manufactured home has not been approved by the developmental services division, the application shall be denied.
- (c) No application will be accepted from any person who is in violation of the zoning ordinance. If an applicant for a building permit is, at the time of such an application, determined by the zoning administrator to be in violation of the zoning ordinance, then Building Official will be prohibited from accepting or processing any application from that applicant until the applicant voluntarily removes or changes the cause of the violation and ceases to be in violation.

The applicant must notify the Building Official that he has ceased the violation and obtain a release from the zoning administrator as to the violation. When the applicant has ceased to be in violation of this ordinance, the Building Official will then accept the application for building permit.

- 3.5 Permit fee. An applicant for a mobile home location permit shall pay a fee of \$250.00 for a permit to be established by the county governing authority. The fee must be paid before the issuance of the permit.
- 3.6 Issuance of location permit. Upon completion of the application for mobile home location permit as set forth in this Ordnance, the payment of the permit fee, verification of land ownership, and physical inspection of the proposed location by the Developmental Service Division, a mobile home location permit shall be issued to locate or relocate a mobile home. The permit shall expire 30 days from the date of issue.
- 3.7 Sewage disposal system. No person shall initially locate any manufactured home or relocate any manufactured home within the limits of the county unless an existing on-site sewage management system approved by the county health department is present or an on-site sewage management system permit has been issued by the county health department for the proposed mobile home site. An applicant for the location or relocation of a manufactured home within the limits of the county shall present to the developmental services division a letter, or other clearance from the county health department, stating that such an approved on-site sewage management system has been properly installed and connected; or, stating that an on-site sewage management system permit has been issued by the county health department and satisfactory proof has been furnished to the county health department that such an approved sewage system will be properly installed and connected. The developmental services division shall not issue such permit authorizing the location or relocation of such manufactured home unless such letter or other clearance from the county health department is presented to it.
- 3.8 Replacement of Existing Mobile Homes. Residents who seek to replace existing mobile homes must conform with any and all approval and permit requirements established by the Candler County Board of Commissioners for new mobile homes. Residents shall have thirty (30) days from issuance of the mobile home location permit as described in 3.6. Further, residents shall be granted an additional thirty (30) days for removal of the old mobile

home upon request to the Developmental Services Division. Any and all additional time shall be approved by the Candler County Board of Commissioners.

3.9 Inspection.

- (a) Developmental Services Division is charged with inspecting manufactured homes to ensure compliance with local and state guidelines. Inspections shall include but not be limited to the following:
 - (1) Site inspection shall be performed on each site prior to placement of the manufactured home.
 - (2) Installation inspection shall be performed before the power company has connected service to the home.
 - (3) Skirting shall be performed thirty days after the installation inspection to assure that skirting, landings and handrails are in place.
- (b) To the extent possible, inspections will be scheduled within 48 hours; excluding Saturday, Sunday and county-observed holidays.
- (c) Upon completion of the installation inspection, the applicant may apply for an electrical permit as governed by the Candler County Electrical Permit Ordinance.
- (d) If a manufactured home fails an inspection, the permit holder or his agent will be notified. Prior to a reinspection, a reinspection fee of \$100.00 shall be paid to Candler County Code Enforcement.
- (e) No manufactured home shall be occupied prior to the installation inspection being done and approved.
- 3.10 Exit Permit. The owner of a mobile home of any age shall be required to obtain an exit permit from the Developmental Services Division prior to removing a mobile home from Candler County. Applicant must present a receipt from the tax commissioner indicating all Candler County taxes have been paid.

ARTICLE FOUR PLACEMENT SPECIFICATIONS

4.1 Set Up Standards

(a) Tie downs. Each manufactured home shall have tie downs or other devices used to secure the manufactured home based on the requirements of the current state adopted building codes or manufacturer's installation instructions.

- (b) Foundations. Foundations shall be installed in accordance with the standards set forth in the current state adopted building codes or manufacturer's installation instructions.
- (c) Steps and landings. Steps and landings are required for all homes, at all doors, and shall be constructed to the current state adopted building codes. The handrails and landings must be in place within 30 days after the approval of the installation inspection to the manufactured home. In the event that concrete blocks or bricks are used as steps, the bricks and blocks must be constructed with mortar.
- (d) Skirting. Skirting, unpierced except for required ventilation and access and construction of materials manufactured for such purposes, which have been approved by the building inspector, shall be installed so that it encloses the area located under the home to the ground level. The skirting must be in place within 30 days after the approval of the installation inspection to the manufactured home.

4.2 Water, Sewer, Electrical, Refuse Disposal Service

- (a) Water supply. An adequate, safe and potable supply of water shall be provided for the manufactured home. The source of water supply shall be approved by the state department of natural resources, environmental protection division or the health department.
- (b) Sewage disposal. An adequate and safe sewage disposal system shall be provided for the manufactured home. Collection systems, sewage treatment facilities or individual septic tank systems shall be approved by the health department.
- (c) Refuse. The storage, collection, and disposal of refuse for the manufactured home shall be so conducted as to prevent health hazards, rodent harborage, or insect breeding areas.
- (d) Electrical equipment and installation. Lot/sites shall have all equipment and installations designed, constructed and maintained in compliance with the state minimum standard code.

4.3 General Safety and Aesthetics Standard

- (a) All Manufactured Homes and Mobile Homes shall meet the following minimum standards:
 - (1) Responsibility. The owner and/or occupant of the property shall maintain all structures and properties in compliance with these requirements, 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.
 - (2) Foundation walls. Foundation walls shall be maintained free from open cracks and breaks and shall be kept in such condition that it does not threaten the integrity of the structure.
 - (3) Exterior walls. The exterior shall be free of loose or rotting boards or timbers and any other conditions that might admit rain or moisture to the interior portions of the walls or to the occupied spaces. The exterior siding shall be free of rot and rust and must be uniform in appearance.
 - (4) Roofs. Roofs shall be structurally sound and have no obvious defects which might admit rain or cause moisture to collect on the interior portions of the structure. The roof shall be free of rot and rust and must be uniform in appearance.
 - (5) Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposing loads.
 - (6) Windows, doors, and frames. Every window, door and frame shall be kept in sound condition, good repair and weather tight. Every bedroom shall have at least one window that can be opened, facing directly to the outdoors. All glazing materials shall be maintained free from cracks and holes.
 - (7) Skirting. Skirting, unpierced except for required ventilation and access and construction of materials manufactured for such purposes, which have been approved by the Building Official, shall be installed so that it encloses the area located under the home to the ground level. Exception for property located on a river or those approved by the building inspector.

- (8) Plumbing facilities and fixtures. The owner of the occupied structure or a designated agent shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with the HUD code. A person shall not occupy any structure or premises which does not comply with these standards.
- (9) Sanitary facilities. Every residential unit shall contain a kitchen sink, lavatory, tub or shower, and a water closet all in good working condition and properly connected to an approved water and sewer system.
- (b) Unsafe Systems, appliances and equipment
 - (1) Manufactured homes, appliances, or equipment covered by this ordinance that may be, or shall be found upon inspection, to have become dangerous or unsafe shall be removed or discontinued from use, unless made safe and so certified by the Building Official.
 - (2) The term "dangerous or unsafe manufactured homes, systems, appliances or equipment," shall include manufactured homes, systems, appliances or equipment that are: structurally unsafe, unstable or unsanitary; constituting a fire hazard; unsuitable or improper for the use to which they are put; constituting a hazard to health or safety due to inadequate maintenance, dilapidation or obsolescence; or otherwise dangerous to life or property.
- (c) Notice of Unsafe Manufactured Homes, Systems, Appliances and Equipment
 - (1) Upon receipt of information that manufactured homes, systems, appliances or pieces of equipment covered by this ordinance are unsafe, the Building Official shall make, or cause to be made, an inspection. If found that an unsafe condition exists, he/she shall serve, or cause to be served, on the owner (or someone of the owner's, executor's, administrator's, agent's, or lessee's employ, or other persons who may have a vested or contingent interest in the same), a written notice containing a description of the particulars in which the manufactured home, systems, appliances or equipment are unsafe; and an order requiring the same to be made safe, as may be deemed necessary by the Building Official.

- (2) If the person to whom such notice and order is addressed cannot be found after a diligent search, the notice and order shall be sent by registered mail to the last known address of such person. A copy of such notice shall be posted in a conspicuous place on the premises to which it relates. Such mailing and posting shall be deemed adequate notice.
- (d) Disregard Notice. If the person served with a notice or order to remove an existing unsafe condition, or discontinue the use of same, fails to comply within a reasonable time as set by the Building Official, the Building Official shall advise the county (or the proper prosecuting authority) of all the facts in the case and institute an appropriate action in the courts to compel compliance.

ARTICLE FIVE PENALTIES

- 5.1 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. Any 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.
- 5.2 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 SIX LEGAL STATUS PROVISIONS

6.1 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.

- **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.
- **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.
- **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 <u>3</u> day of April, 2023, at the called Meeting of the Board of Commissioners of Candler County.



CANDLER COUNTY BOARD OF COMMISSIONERS

Glynn Thrift, Chairman

Attest: Marandah. N

Kellie Lank, Clerk

Sirius America Insurance Company 140 Broadway New York, NY 10005

	APPLICATION FOR LIMITED BENEFIT HEALTH INSURANCE		
Part I	Proposed Policyholder		
a.	Full Legal Name of Proposed Policyholder		
	Candler County Board of Commissioners		
b.	Address		
	1075 E Hiawatha St, Suite A, Metter, GA 30439		
c.	Proposed Policyholder is		
	municipality, or a management company providing health services to inmates		
d.	Requested Effective Date July 1, 2023		
	Policy will become effective on the Requested Effective Date only if (a) all required information is provided and (b) Sirius America has received the initial premium on or before that date.		
e.	Who will be insured? Please check each category that applies		
	1. Eligible Persons during Pursuit		
	 Eligible Persons in Custody of a correctional facility of a state, county or municipality 		
	 3. Eligible Persons Incarcerated in a correctional facility of a state, county or municipality 		
Part II	Plan of Insurance and Premium Calculation		
a.	Plan of Benefits		
	1. Maximum Benefit per Covered Inmate Per Policy Year \$ 300,000		
	2. Maximum Benefit for injuries sustained during Pursuit \$ Excluded		
	3. Policy Aggregate Maximum per Policy Year \$ 1,200,000		
	4. Deductible Per Covered Inmate Per Policy Year \$ 15,000		
b.	Premium Calculation		
	1. Rate Per Covered Inmate per month \$ 19.11		
	2. Number of Covered Inmates on the Policy Effective Date 41		
	3. Initial Premium \$9,402.12		

Part III Acknowledgements and Signatures

- **a. Fraud Warning** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of committing a fraudulent insurance act, which is a crime.
- b. Applicant's Acknowledgement I, the applicant, declare, to the best of my knowledge and belief, that all statements and answers in this application are true and complete. I understand and agree that (a) this application will form part of any policy issued, (b) no information given to or acquired by any representative of Sirius America will bind it, unless it is in writing on this application, (c) no waiver or modification will bind the Company unless it is in writing and is signed by an executive officer of Sirius America, and (d) only those persons eligible under the terms of an issued policy will be insured.

Dated at 8:12 a.m.	on the <u>12</u>	day of April	, 2023
Signed for the Proposed Policyh	older	Signed by Licensed	Agent
Title County Administrator		Agent License Number 29	53125

A RESOLUTION OF CANDLER COUNTY, GEORGIA ("COUNTY") AGREEING TO PARTICIPATE IN THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS AND AGREEING TO BE BOUND BY AN ANTICIPATED MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF GEORGIA AND GEORGIA SUBDIVISIONS REGARDING THE NATIONAL TEVA, ALLERGAN, CVS, WALGREENS, AND WALMART SETTLEMENTS.

WHEREAS, the County initiated litigation against certain manufacturers and distributors of prescription opioids in *In re: National Prescription Opiate Litigation*, MDL 2804, to hold them accountable for the opioid epidemic and to seek equitable and monetary relief;

WHEREAS, Defendants Teva, Allergan, CVS, Walgreens, and Walmart have reached national settlement frameworks (collectively referred to as the "New Opioid Settlements") with certain states, including the State of Georgia, and certain subdivisions, and Georgia subdivisions now have the option to join;

WHEREAS, the State of Georgia and certain Georgia subdivisions anticipate reaching a Memorandum of Understanding regarding the New Opioid Settlements, the purpose of which is to maximize funds available under the New Opioid Settlements and control how funds from the New Opioid Settlements are allocated between the State of Georgia and Georgia subdivisions, and the form of which is expected to be identical in all material respects to the "State of Georgia and Local Governments: Memorandum of Understanding Concerning National Distributor and Johnson & Johnson Opioid Settlements" previously agreed to by the County; and

WHEREAS, the County desires to participate in the New Opioid Settlements and intends to agree to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements;

NOW, THEREFORE, BE IT RESOLVED BY THE CANDLER COUNTY BOARD OF COMMISSIONERS, AS FOLLOWS:

- Section 1. The County Board of Commissioners, as the governing body of the County, hereby agrees to participate in the New Opioid Settlements.
- Section 2. The County Board of Commissioners, as the governing body of the County, hereby agrees to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.
- Section 3. The County Board of Commissioners hereby appoints Glyn Thrift, Chairman, as the duly-appointed representative of the County for the purposes of participating in the New Opioid Settlements and agreeing to be bound by the anticipated Memorandum of Understanding with the State of Georgia regarding the New Opioid Settlements.

Section 4. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute any document necessary to demonstrate the County's agreement to be bound by the Memorandum of Understanding.

Section 5. Once a Memorandum of Understanding with the State of Georgia has been reached regarding the New Opioid Settlements, the County Board of Commissioners directs the duly-appointed representative of the County to execute the requisite Participation Forms for the New Opioid Settlements, which can be executed via DocuSign (the preferred method). For illustrative purposes, blank versions of the Participation Forms for the New Opioid Settlements are attached hereto as Exhibit 1.

Section 6. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. This Resolution shall be in full force and effect from and after its adoption as provided by law.

This Resolution was introduced, seconded and adopted at a duly convened meeting of the Candler County Board of Commissioners, held on April 3, 2023.

ATTEST:

County Clark

Chairman, Board of Commissioners

EXHIBIT 1

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND BY MEMORANDUM OF UNDERSTANDING

WHER	EFORE,	the	undersigned,	as a	duly-appointed	representative	of	the	below-
referenced en	tity, ackr	iowle	edges the foll	owin	g:				

Name: Blyn Thrift

Title: Charman

Date: 4 4 2023

Entity: Candler County

Designated Contact for Purposes of Section VIII.b:

Name: Glyn Thrift

Title: Charman

Address: 1075 E Hiawatha St, Meter GA 30439

Email: gthrift e candlerco -ga.gov

State of Georgia and Local Governments: Memorandum of Understanding Concerning National Settlements with Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walmart Inc., CVS Health Corporation and CVS Pharmacy, Inc., and Walgreen Co.

Foreword

This Memorandum of Understanding between the State of Georgia *ex rel*. Chris Carr, Attorney General (the "State"), and certain Georgia Local Government entities ("LGs") concerns the harms visited upon Georgia's citizens and the State itself by certain manufacturers, distributors, and pharmacies ("Opioid Defendants") of prescription opioids.

To address these harms, the State and certain LGs separately initiated litigation meant to hold the Opioid Defendants accountable.

On December 31, 2021, the State entered into settlements with Opioid Defendants McKesson Corporation, AmerisourceBergen Corporation, Cardinal Health, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (together, the "National Distributor and J&J Settlements").

Thereafter, the State and participating LGs entered into a Memorandum of Understanding to memorialize an agreement that would enable them to maximize the monetary help received from the National Distributor and J&J Settlements to address harms visisted upon Georgia's citizens and the State itself in the opioid crisis (the "2022 MOU").

During November and December of 2022, Teva Pharmaceutical Industries Ltd. ("Teva"), Allergan Finance, LLC ("Allergan"), Walmart Inc. ("Walmart"), CVS Health Corporation and CVS Pharmacy, Inc. ("CVS"), and Walgreen Co. ("Walgreens"), respectively, agreed to national settlement frameworks (collectively, "Opioid Settlements") that the State of Georgia and LGs are eligible to join.

During December, 2022, the State entered into each of the Opioid Settlements. The LGs have until April 18, 2023 to opt in to the respective Opioid Settlements.

This Memorandum of Understanding ("Memorandum" or "2023 MOU") aims to memorialize an agreement between the State and certain LGs that will enable them to maximize the monetary funds received from the Opioid Settlements to

remediate the harms caused by the opioid crisis. The processes outlined in this Memorandum in large part replicate processes required under the 2022 MOU. Except where the terms are different, the processes used in administration of the 2022 MOU shall be utilized for administration as required under this Memorandum.

I. Definitions

Capitalized terms shall have the same definitions as in the 2022 MOU with the exception of:

- a. "Legislative Bar" means O.C.G.A. § 10-13B-1 et seq.
- b. "Local Government Opioid Funds" means the funds allocated to local governments pursuant to Section II of this Memorandum.
- c. "Opioid Funds" means the total monetary amounts obtained through the Opioid Settlements as defined in this 2023 MOU which are allocated to Georgia and its Participating Local Governments under the Opioid Settlements.
- d. "Opioid Settlement(s)" means the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, dated November 22, 2022, November 22, 2022, November 14, 2022, December 9, 2022, and December 9, 2022, respectively.
- e. "Parties" shall mean the State and the Participating Local Governments.
- f. "Participating Local Governments" shall mean:
 - (i.) all litigating subdivisions listed on Exhibit "C" of the National Teva, Allergan, Walmart, CVS and Walgreens Settlements, and
 - (ii.) nonlitigating subdivisions listed on Exhibit "G" of the National Teva, Allergan, Walmart, CVS and Walgreens Settlements

that choose to sign on to the Opioid Settlements and this Memorandum.

- g. "Released Entities" means the entities defined as such in each respective Opioid Settlement.
- h. "State Opioid Funds" means the funds allocated to the State pursuant to Section II of this Memorandum.
- i. "Trust" means the Georgia Opioid Crisis Abatement Trust, approved by the Gwinnett County Superior Court on February 16, 2023.
- j. "Trustee" means the Trustee of the Georgia Opioid Crisis Abatement Trust.

II. Allocation between State and Local Governments

- a. The Participating Local Governments shall collectively receive 25% of the Opioid Funds as their full allocation of Local Government Opioid Funds for all claims past and future of the Participating Local Governments. Local Government Opioid Funds shall be paid to a national Settlement Administrator(s) as defined in each respective Opioid Settlement and distributed pursuant to each respective Opioid Settlement, with the following additional conditions:
 - (i) If a county which is a Participating Local Government under this Memorandum has a sheriff who is a Litigating Subdivision listed in an Opioid Settlement, at least 9.45% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the sheriff agreed to participate shall be allocated to that county's sheriff to be used for Approved Purposes;
 - (ii.) If a county which is a Participating Local Government under this Memorandum has a hospital which is a Litigating Subdivision listed in an Opioid Settlement, at least 2% of the Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the hospital agreed to participate shall be allocated to the hospital to be used for Approved Purposes; and
 - (iii.) If a county which is a Participating Local Government under this Memorandum has a school district which is a Litigating Subdivision listed in an Opioid Settlement, at least 1% of the

Opioid Funds paid to that county under the terms of any Opioid Settlement as to which the school district agreed to participate shall be allocated to the school district to be used for Approved Purposes.

- b. The State shall receive 75% of the Opioid Funds as its full allocation of State Opioid Funds.
- c. Of the State's 75% share, after the payment of litigation fees and costs owed to the State's outside counsel pursuant to the agreement entered into on September 10, 2018 or as may be amended, 60% of the remaining funds shall be transferred by the receiving state agency through the Office of Planning and Budget to the State Treasury and spent at the direction of the State Legislature for Approved Purposes by appropriation and in compliance with the terms of the Opioid Settlements and this Memorandum. The remaining 40% after payment of fees and costs shall be transferred to the Trust by the receiving state agency and shall be expended by the Trustee on a regional basis ("Regional Distribution") as set forth in the Declaration of Trust, the 2022 MOU and this 2023 MOU.
 - (i.) For purposes of the Regional Distribution under the Opioid Settlements, the Regions shall be the same as established pursuant to the 2022 MOU, including Qualifying Block Grantees.
 - (ii.) Each Qualifying Block Grantee shall receive its allocation of the Regional Disribution via a direct block grant so long as it certifies that it has sufficient infrastructure to provide opioid abatement services.
 - (iii.) The Trustee shall use the same allocation model as used under the 2022 MOU for the Regional Distribution.
 - (iv.) The Regional Advisory Councils established pursuant to the 2022 MOU shall have the same duties and responsibilities in connection with the funds allocated to the Trust pursuant to this 2023 MOU as under the 2022 MOU, including reporting

requirements and making themselves available to consult with the Government Participation Mechanism and with Participating Local Governments to best determine how funds will be spent for opioid remediation within the established Regions. In every instance the Trustee shall retain final authority over Regional Distributions.

III. Funds to be used for Approved Purposes; Clawback and Recoupment

- a. With the exception of administrative expenses as allowed under the Opioid Settlements, funds set aside for attorneys' fees and costs for State of Georgia outside counsel, and funds set aside for attorneys' fees for Local Government outside counsel pursuant to Section VI of this Memorandum, State Opioid Funds and Local Government Opioid Funds shall be used for Approved Purposes.
- b. Funds are to primarily (no less than 70 percent) be used for future abatement purposes. Funds used to reimburse the Parties for past abatement expenses may not be used to reimburse past Medicaid expenses or any other expense that would be subject to a federal clawback, recoupment, or similar mechanism.
- c. The State and Participating Local Governments shall work cooperatively to ensure the funds are spent within the spirit of this Memorandum and the Opioid Settlements, and shall further work cooperatively to actively defend the funds from federal clawback and/or recoupment, including, but not limited to, actively participating in any administrative procedure or other case or process related to defense of the funds from federal clawback and/or recoupment. In the event the federal government initiates and successfully claws back any Opioid Funds related to the Settlements, such amounts shall first be deducted from the total disbursements to be made to both the State and Local Governments in the calendar year the clawback claim is successfully made and shall thereafter be deducted from the total disbursements to be made in any subsequent calendar year if necessary. After such deduction, the allocation between the State and Participating Local Governments described in Section II of this Memorandum shall be applied to the remaining funds for the current calendar year or any subsequent calendar year if applicable. Deduction of amounts from the

total disbursements shall include reimbursement of any amounts paid by the State or withheld from amounts due to the State as the result of a clawback and/or recoupment.

IV. Compliance and Reporting

- a. The Trustee shall provide an up-to-date accounting of payments into or out of the Trust and/or its subaccounts upon written request of the State or a Participating Local Government. The State, together with the Trustee, shall provide an annual report detailing: (1) the amounts received by the State and deposited into the State Treasury and the amounts remitted to the Trust; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed. The State and Trustee shall also include an assessment of how well resources have been used by the State and the Participating Local Governments to abate opioid addiction, overdose deaths, and the other consequences of the opioid crisis. The State shall publish its annual report and all Regional Advisory Council annual reports on its website.
- b. Expenses of the Trustee shall be deducted first from interest earned on funds held by the Georgia Opioid Crisis Abatement Trust, and then, if necessary, may be deducted from the corpus of Trust funds. Administrative expenses of the State shall be paid from or reimbursed out of State Opioid Funds as allowed under the terms of the Opioid Settlements.
- c. The Trustee and the State shall endeavor to keep such expenses reasonable in order to maximize the funding available for opioid abatement.
- d. Each Regional Advisory Council shall provide a report annually to the Trustee and Government Participation Mechanism detailing: (1) the amount received by each local government within the Region; (2) the allocation of any awards approved, listing the recipient, amount awarded, programs funded, and disbursement terms; and (3) the amounts actually disbursed and approved allocations. Each Participating Local Government within each Region shall provide any

information necessary to facilitate such reporting to a single regional delegate selected by the Region to provide its annual report.

- e. If the State believes that any Participating Local Government has used funds for a non-approved purpose, it may request in writing the documentation underlying such alleged improper use of funds. If any ten (10) Participating Local Governments believe the State has used funds for a non-approved purpose, they may request jointly in writing the documentation underlying such alleged improper use of funds.
- f. The State and Participating Local Governments may object in writing to the Trustee to an allocation or expenditure on the basis that the allocation or Trust expenditure is inconsistent with Section III of this Memorandum or violates Section IV.c of this Memorandum regarding reasonable expenses of the Trustee.
- g. Any party to this Memorandum who receives a written request sent pursuant to IV.f or IV.e shall have 21 days to respond to such request, which may be extended by mutual consent.
- h. A party who makes a written request pursuant to IV.f may file an action in the Superior Court of Gwinnett County within one year of its objection seeking a determination as to the validity of the objection.
- i. If, after a written objection made pursuant to IV.e, it appears to the State that a Participating Local Government has spent funds on non-approved purposes, the State may seek and obtain an injunction in the Superior Court of Gwinnett County prohibiting the Participating Local Government from spending further funds on non-approved purposes, and ordering the return of monies spent on non-approved purposes. So long as any such action is pending, distribution of any funds to the relevant Participating Local Government shall be suspended and held in trust by the Trustee or national Settlement Administrator(s) and shall only resume after the action is resolved. Once the action is resolved, suspended payments to the Participating Local Government shall resume, less any amounts ordered returned that have not yet been returned as of the date of the resumption of suspended payments.

j. Attorney's fees and costs are not recoverable in actions brought under this Section.

V. Litigation Bar

a. All Parties expressly acknowledge that this 2023 MOU qualifies under O.C.G.A. § 10-13B-2(a)(4)(E) and that each of the Opioid Settlements is a state-wide opioid settlement as that term is defined in O.C.G.A. § 10-13B-2(4).

VI. Attorney's Fees; Costs and Expenses

a. Section VII of the 2022 MOU is incorporated by reference as though fully set forth herein.

VII. Future Agreements and Negotiations

- a. Nothing in this Memorandum shall bind the Parties concerning any future opioid settlements other than the ones expressly contemplated in (1) this Memorandum or (2) any amendments to this Memorandum made pursuant to Section VIII.b. Other than those Released Entities who are parties to the Opioid Settlements, the Parties are free to engage in settlement negotiations with any Opioid Defendants without prior consent or participation of any other party to this Memorandum.
- The Parties shall endeavor, insofar as is reasonably practicable, to keep b. each other apprised of future negotiations concerning future opioid settlements. Nothing in this provision shall require the parties to violate any duty, obligation, or promise of confidentiality, non-disclosure agreement, common interest agreement, court order concerning nonnon-disclosure disclosure. similar obligation concerning or negotiations regarding future opioid settlements. For the avoidance of doubt, LGs shall not be required to disclose, among other things, any information relating to negotiations between groups of local governments and Opioid Defendants, and the State shall not be required to disclose, among other things, any information relating to negotiations between states or groups of states and Opioid Defendants.

VIII. Miscellaneous

- a. This Memorandum shall be governed by Georgia law.
- b. The Parties may make amendments to this Memorandum as necessary. Amendments shall be in writing and shall require the consent of all Parties to this Memorandum. Proposed amendments shall be circulated to all Parties through designated contacts provided in their Acknowledgement, after which Parties shall have 30 days to agree or object to the proposed amendment. Parties who do not respond shall be deemed to have consented to the amendment for purposes of this Section VIII.b.
- c. Jurisdiction and venue regarding any disputes between or among the Parties concerning this Memorandum or the interpretation thereof shall lie in the Superior Court of Gwinnett County, Georgia.
- d. This Memorandum terminates automatically with respect to any Opioid Settlement in the event such Opioid Settlement(s) is(are) terminated by the parties to them.
- e. By entering into this Memorandum, a local government agrees to participate in each of the five Opioid Settlements, provided, however, an LG that has bellwether claims as described in O.C.G.A. § 10-13B-3(b) may choose to participate only in Opioid Settlments against non-bellwether defendants.¹
- f. If less than 65% of the litigating LGs participate in the Opioid Settlements, this Memorandum is voidable by the State.

* * * * *

¹ In the event an LG elects to participate in the Memorandum and in Opioid Settlement(s) against non-bellwether defendants as permitted under this Section VIII.e, the Memorandum shall apply to that LG only as to the Opioid Settlement(s) in which it is participating.

ATTACHED EXHIBITS:

EXHIBIT 1:

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND TO MEMORANDUM OF UNDERSTANDING

New National Oploids Settlements: Teva, Allergan, CVS, Walgreens, and Walmart Opiolds Implementation Administrator opioldsparticipation@rubris.com

Candler County, GA

Reference Number: CL-383756

TO LOCAL POLITICAL SUBDIVISIONS AND SPECIAL DISTRICTS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOID SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: April 18, 2023

Five new proposed national opioid settlements ("New National Opioid Settlements") have been reached with **Teva**, **Allergan**, **CVS**, **Walgreens**, **and Walmart** ("Settling Defendants"). This *Participation Package* is a follow-up communication to the *Notice of National Opioid Settlements* recently received electronically by your subdivision or special district ("subdivision").

You are receiving this *Participation Package* because Georgia is participating in the following settlements:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

If a state does not participate in a particular Settlement, the subdivisions in that state are not eligible to participate in that Settlement.

This electronic envelope contains:

 Participation Forms for Teva, Allergan, CVS, Walgreens, and Walmart, including a release of any claims.

The Participation Form for each settlement must be executed, without alteration, and submitted on or before April 18, 2023, in order for your subdivision to be considered for initial participation calculations and payment eligibility.

Based upon subdivision participation forms received on or before April 18th, the subdivision participation rate will be used to determine whether participation for each deal is sufficient for the settlement to move forward and whether a state earns its maximum potential payment under the settlement. If the settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does <u>not</u> participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does <u>not</u> participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *New National Opioid Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for these new settlements the same as they did for the prior opioid settlements with McKesson, Cardinal, Amerisource, and J&J/Janssen, but states may choose to treat these settlements differently.

Information and documents regarding the *New National Opioid Settlements* and how they are being implemented in your state and how funds will be allocated within your state allocation can be found on the national settlement website at https://nationalopioidsettlement.com/. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Forms* and any supporting documentation to the Implementation Administrator:

- (1) Electronic Signature via DocuSign: Executing the Participation Forms electronically through DocuSign will return the signed forms to the Implementation Administrator and associate your forms with your subdivision's records. Electronic signature is the most efficient method for returning Participation Forms, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) Manual Signature returned via DocuSign: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning manually signed Participation Forms via DocuSign will associate your signed forms with your subdivision's records.
- (3) Manual Signature returned via electronic mall: If your subdivision is unable to return executed Participation Forms using DocuSign, signed Participation Forms may be returned via electronic mall to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Forms [Subdivision Name, Subdivision State] [Reference ID].

Detailed Instructions on how to sign and return the *Participation Forms*, including changing the authorized signer, can be found at https://nationalopioidsettlement.com. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on April 18, 2023.

If you have any questions about executing these forms, please contact your counsel, the Implementation Administrator at <u>opioidsparticipation@rubris.com</u>, or Christine Hom at the Georgia Attorney General's Office at (404) 458-3867 or <u>chom@law.ga.gov</u>.

Thank you,

National Opioids Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the respective settlement agreements referenced above and to manage the collection of settlement participation forms for each settlement.

<u>EXHIBIT K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Will your subdivision or special district be signing the settlement participation forms for the Allergan and Teva Settlements at this time?

[x] Yes [] No

Governmental Entity: Candler County		State: GA		
Authorized Signatory: Glyn Thrift				
Address 1: 1075 E Hiawatha St, Suite A				
Address 2:				
City, State, Zip: Metter Georgia 30439				
Phone: 912-536-7621				
Email: gthrift@candlerco-ga.gov				

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Allergan Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
- 5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in. the Allergan Settlement.
- 8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
- 11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and aut of the Governmental Entity.	horization to exec	cute this Settlement Participation Form on behalf
·	Signature:	Gyn turift
	Name:	Glyn Thrift
	Title:	Chairman
	Date	4/4/2023



<u>Exhibit K</u> <u>Subdivision and Special District Settlement Participation Form</u>

Governmental Entity: Candler County		State: GA			
Authorized Signatory: Glyn Thrift	Authorized Signatory: Glyn Thrift				
Address 1: 1075 E Hiawatha St, Suite A					
Address 2:					
City, State, Zip: Metter Georgia 30439					
Phone: 912-536-7621					
Email: gthrift@candlerco-ga.gov					

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("Teva Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
- 2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
- 3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation. MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
- 5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
- 7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



- 8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
- 9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions. boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entitles and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
- 10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
- 11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature:

Name:

Glyn Thrift

Title:

Chairman

Date:

4/4/2023



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the CVS Settlement at this time?

[x] Yes [] No

Governmental Entity: Candler County		State: GA		
Authorized Signatory: Glyn Thrift				
Address 1: 1075 E Hiawatha St, Suite A		•		
Address 2:				
City, State, Zip: Metter Georgia 30439				
Phone: 912-536-7621				
Email: gthrift@candlerco-ga.gov				

The governmental entity identified above ("Governmental Entity"). in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("CVS Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
- 7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
- 10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:

Gyn Turift

Delegee473499...

Name: Glyn Thrift

Title: Chairman

Date: 4/4/2023



EXHIBIT K

Subdivision Participation and Release Form

Will your subdivision or special district be signing the settlement participation form for the Walgreens Settlement at this time?

[X] Yes [] No

Governmental Entity: Candler County		State: GA		
Authorized Signatory: Glyn Thrift		•		
Address 1: 1075 E Hiawatha St, SUite A				
Address 2:				
City, State, Zip: Metter	Georgia	30439		
Phone: 912-536-7621				
Email: gthrift@candlerco-ga.gov				

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("Walgreens Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement. release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*. MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at https://nationalopioidsettlement.com.
- 3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
- 7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
- 9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
- 10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement. to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature:	Gyn turift
Name:	Glyn Thrift
Title:	Chrairman
Date:	4/4/2023



EXHIBIT K

Subdivision Participation Form

Will your subdivision or special district be signing the settlement participation form for the Walmart Settlement at this time?

[x] Yes [] No

Governmental Entity: Candler County		State: GA
Authorized Official: Glyn Thrift		
Address 1: 1075 E Hiawatha St, Suite A		
Address 2:		
City. State, Zip: Metter	Georgia	30439
Phone: 912-536-7621		
Email: gthrift@candlerco-ga.gov		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands
 that all terms in this Election and Release have the meanings defined therein, and agrees that
 by this Election, the Governmental Entity elects to participate in the Walmart Settlement and
 become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at https://nationalopioidsettlement.com/.
- The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
- 4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
- 7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows. believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



	thorization to execut	te this Election and Release on behalf of the
Governmental Entity.		DocuSigned by:
	Signature:	Gyn turift
	Name:	Glyn Thrift
	Title:	Chairman
	Date:	4/4/2023





1211 Merchant Way Suite 201 Statesboro, GA 30458 Phone: (912) 764-7022 Fax: (912) 233-4580 www.emc-eng.com

AUTHORIZATION FOR WORK NO. <u>47</u> UNDER AGREEMENT DATED April 15, 2013

OWNER hereby authorizes ENGINEER to performance of the following scope of work relating to the East Hiawatha Street Paving Project:

1. Work to be Performed:

PROJECT ADMINISTRATION:

> Coordination with Candler County staff, GDOT/TIA Staff and Heart of Georgia Regional Commission reporting on Project Scope, Budget, and Schedule.

SURVEYING:

- > Topographic survey along project corridor as necessary to prepare construction-working drawings for horizontal and vertical design of roadway.
- > Boundary survey along project corridor as necessary to prepare preliminary right of way plans.
- > Preparation of preliminary and final right of way plans to establish required right of way (R/W) from acquisition on both sides of the existing dirt road.
- > Flagging of right-of-way based upon planned improvements.
- > Additional survey of existing underground utilities as required.

ENGINEERING:

- > Design and preparation of preliminary roadway plans that indicate existing and required right of way, proposed pavement locations, and the proposed roadway profile in accordance with AASHTO and GDOT Standards.
- > Preparation of final roadway construction drawings based upon the approved preliminary plans.
- Cover
- General Notes, Legend, and Typical Sections
- Project Map
- * Roadway Plan and Profiles
- Soil Erosion and Sedimentation Control Plans
- ◆ Drainage Area Map
- Cross Drain Profiles
- Construction Details
 - ➤ Roadway design and improvements to the corridor shall include the redesign of the E Hiawatha and GA SR129 Intersection to eliminate the bump through the existing valley gutter and overlayed pavement. This work will include storm drain improvements to eliminate the valley gutter.
 - Roadway plan and profile sheets will include limits of right of way and pavement, locations of side ditches, side and cross drain culverts, and profiles with elevations of the pavement, side ditches and culverts.
 - > Preparation of a Detailed Estimate of the construction materials and a Construction Cost Estimate.
 - > Preparation, submittal and follow up through approval for all normal relevant plan approvals. This will include the County, GDOT, USCOE, EPD, and NRCS.
 - > Development of normal designs, calculations, computations, details and specifications required for regulatory approval.
 - Meetings, routine negotiations, and preparation of anticipated filings required in the course of normal permit approvals. This includes the preparation of a Notice of Intent to EPD for storm water discharge.

2. Dates of Service: Mutually Agreed Schedule

3. Compensation and Payment: Job Lump Sum \$170,000

Fee Breakdown

Administration \$18,000 Survey (PE) \$55,000

Engineering \$97,000

4. Project Manager for ENGINEER: Charles E. Perry, Jr., PE

5. Special Terms: N/A

ACCEPTED:

(OWNER)

Ву: Name:

Title: Date: EMC Engineering Services, Inc.

(ENGINEER)

Name:

Title: President and CEO

03/24/2023 Date: _

Proposal Form

Request for Proposals for Lawn care and maintenance services

The undersigned hereby submits the following proposal for the monthly cost of lawn care and maintenance services for the Candler County Buildings

County Courthouse	<u>\$ 300</u>
Commissioner's Office Building	\$_240
Sheriff's Office	\$ 400
25 Daniel Street	\$200
EMS Building	\$
Health Department	\$
Total Cost	\$ 1540

INDEPENDENT CONTRACTOR. Contractor shall perform this contract as an independent contractor and no provision of this contract shall be construed to form any employer- employee relationship between the parties or between the County and any of Contractor's employees. The manner and method of completing the duties undertaken by the Contractor shall be determined solely by the Contractor.

Signatures:

Request for Proposal for Lawn care and maintenance services

By: Name and Title (please print) John Pilling (owner)
Signature 70
Vendor Address 10885 hope Valley circle
Contact (please print) John pilling
Phone 706-513 · S\$73
Fax N/A
E-mail t-bonc @ hotmail, com

Proposal Form

Request for Proposals for Lawn care and maintenance services

The undersigned hereby submits the following proposal for the monthly cost of lawn care and maintenance services for the Candler County Buildings

County Courthouse	\$ 300
Commissioner's Office Building	\$ 240
Sheriff's Office	\$ 400
25 Daniel Street	\$ 900
EMS Building	\$ 200
Health Department	\$ 700
Total Cost	\$ 1540

INDEPENDENT CONTRACTOR. Contractor shall perform this contract as an independent contractor and no provision of this contract shall be construed to form any employer- employee relationship between the parties or between the County and any of Contractor's employees. The manner and method of completing the duties undertaken by the Contractor shall be determined solely by the Contractor.

Signatures:

Request for Proposal for Lawn care and maintenance services

By: Name and Title (please print) John Pilling (Owner)
Signature 70-7 P
Vendor Address 10385 hope Valley Circle
Contact (please print) John Pilling
Phone 706-513-5873
Fax NA
E-mail t-bor @ hotman, com