

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
AGENDA
REGULAR MEETING
5:00 P.M.
February 5, 2024

1. Call to Order
2. Invocation and *Pledge of Allegiance*, Candler County 4-H Sr Board Vice-President, Presley Douglas.
3. Approval of Agenda
4. Department Reports
 - a. Candler County Forestry Commission Annual Report- Bubba Bird
 - b. Metter Fire Department – Jason Douglas, Metter Fire Chief
 - c. EMS – Jimmy Twiggs, Interim EMS Director
 - d. Roads & Bridges – Jerry Lanier, Public Works Superintendent
 - e. Solid Waste – Robert Hendrix, Landfill Manager
 - f. Recreation – Mike Robins, Recreation Dept. Director
5. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Jill Powell, Stillmore Hwy – Garbage and debris on county roadways
6. Application for Commission approval, permit, or variance –
7. Executive Session #1 – personnel
8. Local Act Appointments
 - a. Candler County EMS Director
9. Approval of Minutes –
 - a. January 16, 2024 2nd Regular Monthly Meeting
 - b. January 23, 2024 9:00AM Called Meeting
10. Financial Report – January 2023
11. Old Business
 - a. Consideration of a request from the Georgia Department of Health for the Board of Commissioners to adopt updated policies regarding body art rules, regulations and fees
 - b. Consideration of a request from Tax Commissioner Jason Grimes for appropriations for an upgrade to the real property tax collections and records system
 - c. Consideration of a proposal from Southeast Fire & Burglar for an addressable fire alarm system for the Administration building at a cost of \$14,450
12. New Business
 - a. Consideration of the proposed bid cost and notice to proceed to Pope Construction for the construction of the Candler County Detention Facility
 - b. Consideration of Authorization for Work No. 51 from EMC Engineering for site work and engineering to be completed on Rosemary Church Rd at a cost of \$13,000

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- c. Consideration of a proposal from Southeast Fire & Burglar for replacement of the camera system at the Candler County EMS building
- d. Consideration of a proposal from Southeast Fire & Burglar for an access control system for the Candler County EMS building
- e. Consideration of a request from Candler County Family Connection, Inc. for the Board of Commissioners of Candler County to serve as the fiscal agent for a Department of Family and Child Services grant in the amount of \$75,000 in support of the Bridge Outreach Resource Center for a contract period beginning on October 1, 2023 through September 30, 2024
- f. Consideration of a request from Candler County Family Connection, Inc. for the Board of Commissioners of Candler County to execute the fiscal agent designation and acceptance agreement for the period of July 1, 2024 through June 30, 2025.
- g. Consideration of a proposed ordinance for Noise and Sound Control to be enacted by the Board of Commissioners of Candler County, Georgia
- h. Consideration of a change to the time and date of the listening session regarding the proposed Zoning Ordinance for Candler County, Georgia
- i. Consideration of an agreement for Statewide Mutual Aid and Assistance between Candler County, Georgia, the City of Metter, Georgia, the Town of Pulaski, Georgia and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS)
- j. Consideration of authorization to submit the state share of an UPL payment (\$8,527.18) to the Georgia Department of Community Health in order to receive a final supplemental UPL payment of \$24,999.07 and authorization for the County Administrator to execute the required documents for the payment
- k. Authorization for the Chairman to execute an acknowledgement of a proposed memorandum of understanding between the Candler County Industrial Authority and project Cool-It
- l. Consideration of a request from the Candler County Sheriff for an appropriation of SPLOST funding for the replacement of an engine in a 2020 Chevrolet Tahoe (#3995) at an estimated cost of \$9,708.59 to be funded by SPLOST -
- m. Consideration of a request for authorization to submit an act of local legislation to allow the Probate Judge to serve as the election supervisor for Candler County, Georgia

13. Report from Chairman

14. Report from County Administrator

15. Report from Attorney

16. Reports from Commissioners

17. Executive Session

18. Adjournment

Board of Commissioners of Candler County
Monday, February 5, 2024
5:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, February 5, 2024, 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 Blake Hendrix, Commissioners Gregory Thomas, Brad Jones and David Robinson in attendance. Also attending were County Administrator Bryan Aasheim and County Attorney Kendall Gross. Jerri Goodman represented the Metter Advertiser.

The following guests were present at the meeting: Jason Douglas, Metter Fire Chief; Presley Douglas, Candler County 4-H Sr. Board Vice-President; Jimmy Twiggs, Candler County EMS Interim Director; Jerry Lanier, Candler County Roads Supervisor; Mike Robins, Metter-Candler Recreation Dept. Director; Tony Thompson, Probate Judge; Justin Wells, Captain, Candler County Sheriff's Office; Candler County Sheriff, John Miles; Jason Grimes, Tax Commissioner.

In attendance were: Victoria Gaitten and Rashida Taylor, Metter City Council; Karen Anderson, Candler County Health Dept.; Lisa Rigdon, Family Connection; Dennis Allen, Family Connection; Jill Powell, Candler County Planning & Zoning Board; Jonathan Williamson, Jake Mosely, & Tre Ross.

Call to Order

Chairman Thrift called the meeting to order at 5:02 p.m.

Invocation and Pledge of Allegiance

Chairman Thrift called on Presley Douglas, Candler County 4-H SR. Board Vice-President, to give the invocation and *pledge of allegiance*.

Approval of the Agenda

Mr. Aasheim requested the agenda be amended to modify and add the following items:

7. **Executive Session #1 – personnel**
8. **Local Act Appointments**
 - a. **Candler County EMS Director**
12. **New Business**
 - k. **Authorization for the Chairman to execute an acknowledgement of a proposed memorandum of understanding between the Candler County Industrial Authority and Project Cool-It**
 - l. **Consideration of a request of the Candler County Sheriff for an appropriation of SPLOST funding for the replacement of an engine in a 2020 Chevrolet Tahoe (#3995) at an estimated cost of \$9,708.59 to be funded by SPLOST**
 - m. **Consideration of a request for authorization to submit an act of local legislation to allow the Probate Judge to sever as the election supervisor for Candler County, Georgia**

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

Vice-Chairman Hendrix entered the meeting at 5:06 p.m.

Department Reports

Candler County Forestry Commission Annual Report – Bubba Bird

Mr. Bird was unable to attend the meeting and present the report. Chairman Thrift stated that he would contact Mr. Bird about appearing at the next meeting.

Metter Fire Department – Jason Douglas, Fire Chief

Chief Douglas presented the monthly fire report for January 2024. Commissioner Jones asked about the plans for the new fire station and the proposed public hearing related to the application for a USDA loan. Administrator Aasheim stated that the public hearing has been advertised for Monday, January 12th, at 5:15 p.m. at Metter City Hall. (Exhibit A)

EMS – Jimmy Twiggs, Interim EMS Director

Mr. Twiggs reviewed the EMS monthly reports for January 2024. Attorney Gross asked about the EMS billing and Mr. Twiggs responded that he believes the billing is consistent with EMS averages. He recommended that the Commission consider reviewing the trip fees and considering bringing them to par with regional average pricing. Commissioner Jones asked about the monthly reports and requested that they be modified to show the total number of transfers from the scene and each destination as a percentage of the total. (exhibit B)

Candler County Roads & Bridges – Jerry Lanier, Superintendent

Mr. Lanier stated that all is working well at roads & bridges. The DOC work detail began work a number of weeks ago and are making their way around the county picking up trash on county roads. They have picked up 3,740 lbs. of trash in the county during the past two weeks.

Solid Waste – Robert Hendrix, Landfill Director

Mr. Hendrix was not present at the meeting.

Metter-Candler Recreation Department – Mike Robins, Director

Mr. Robins reported that baseball sign up is underway and will continue for six (6) weeks & they have opened up the 13/14 age group. They will limit advertising for rec ball in the paper to two weeks, but they have used flyers at school and school announcements this year. He expressed concern regarding travel ball players not playing in the recreation program. He reported that he will meet with a play system technician to see if the damaged play set can have parts replaced or needs a full new set. Mr. Robins also reported that the walking trail bridges are repaired and the bleacher cover is almost repaired. Commissioner Jones inquired about the faulty lighting of the parking lot and asked Mr. Robins to mark the non-working lights so we can contact GA Power to get them repaired/replaced.

Candler County Probate Judge & Elections Supervisor – Tony Thompson, Probate Judge

Judge Thompson spoke to the Commission about SB 212 which has been introduced to the state legislature. This bill removes the exception which allows the Probate Judge to serve as the election supervisor. Judge Thompson indicated that the only way to avoid the removal now would be to pass an act of local legislation or if the bill fails.

Citizens wishing to address the Commission

Jill Powell, Trash & Debris on county roads

Ms. Powell addressed the commission and read a prepared statement about the condition of the county roads. She requested that the Board review ways to reduce the blight in the county including the signs, fines and enforcement.

Application for Commission approval, permit or variance –

There were no applications for this meeting.

Executive Session – Personnel

At 5:58 p.m. Commissioner Jones made a motion to enter into executive session for the purpose of discussing: personnel. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

Commissioner Jones made a motion to exit executive session and return to regular session at 6:10 p.m. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

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

Local Act Appointments**Candler County EMS Director**

Commissioner Jones made motion to hire Mr. Xavier Winkler and appoint him to the position of Candler County EMS Director. Commissioner Robinson provided the second to the motion. The motion carried 5-0. Mr. Winkler accepted the appointment and thanked the Commission for the opportunity. Commissioner Jones introduced Mr. Winkler to the county officials and staff who were present at the meeting.

Approval of the Minutes –**January 16, 2024 2nd Regular Meeting****January 23, 2024 Called Meeting at 9:00 a.m.**

Commissioner Jones made a motion to approve all minutes as presented. Vice Chairman Hendrix provided the second. The motion carried 5-0.

Financial Report –

Commissioner Jones inquired about the amount of SPLOST returns for the current month and Aasheim responded that there were approximately \$182,000 received. Mr. Aasheim elaborated that the 2018 SPLOST would have four (4) more months of collection and then the new 2024 SPLOST collection period would begin.

Old Business**Consideration of a request form the Georgia Department of Health for the Board of Commissioners to adopt updated policies regarding body art rules, regulations and fees.**

Ms. Karen Anderson, Candler County health department addressed the Commission regarding updated rules for body art establishments in the State of Georgia. She stated that up to this time the body art rules were local, but that the State had passed rules recently and she requested the Board adopt them (Chapter 511-3-8 Environmental Health Hazards, Body Art). Commissioner Jones made a motion to approve and adopt the state rules as presented. Commissioner Thomas provided a second to the motion. The motion carried 5-0.

Ms. Anderson further requested that the Board consider and adopt fees changes approved and recommended by the Candler County Board of Health. She reviewed the adopted fee changes in comparison to surrounding counties. Commissioner Robinson made a motion to adopt and approve the fees changes as presented. Chairman Thrift provided the second to the motion. The motion carried 5-0. (Exhibit C)

Consideration of a request from Tax Commissioner, Jason Grimes, for appropriations for an upgrade to the real property tax collections and records system

Mr. Grimes presented proposals from Harris, the current vendor, and WinGap a competitor. The Harris proposal was for \$24,487 for the conversion and annual fees of \$4,000. The WinGap proposal was for \$25,000 for the conversion and annual fees of \$10,000. Mr. Grimes recommended the county select the WinGap system based on the quality of the system and its support. Administrator Aasheim commented that county is very low on available SPLOST funding due to current projects; however, this upgrade is necessary to support tax collection and could be funded. Commissioner Thomas made a motion to approve the WinGap proposal as presented. Commissioner Jones provided the second to the motion. The motion carried 5-0.

Consideration of a proposal from Southeast Fire & Burglar for an addressable fire alarm system for the Administration building at a cost of \$14,450.

Aasheim requested that this item be removed from the agenda until funds could be made available for a project of this type. Commissioner Robinson made a motion to remove the item from the agenda. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

New Business

Consideration of the proposed bid cost and notice to proceed to Pope Construction for the construction of the Candler County Detention Center

Aasheim stated that the proposed bid cost information was not available at the time of the meeting. He stated that Pope Construction is working with the vendors on reducing the proposed costs, which exceeded the county's budget for the project. He stated that the county may need to use additional SPLOST or general fund reserves. Aasheim requested that the item be tabled until February 19, 2024. Commissioner Thomas made a motion to table the item to the February 19, 2024 meeting. Commissioner Robinson provided the second. The motion carried 5-0.

Consideration of Authorization for Work No. 51 from EMC Engineering for site work and engineering to be completed on Rosemary Church Rd at a cost of \$13,000.

Aasheim reported that this work order is related to a concern with an embankment on Rosemary Church and an evaluation of mitigation necessary. The funding source for the cost is TIA discretionary funds. Vice-Chairman Hendrix made a motion to approve the authorization for work as presented. Commissioner Thomas provided the second to the motion. The motion carried 5-0. (Exhibit D)

Consideration of a proposal from Southeast Fire & Burglar for replacement of the camera system at the Candler County EMS Building.

Aasheim presented the two proposals from Southeast for the camera system: one connected to the existing data servers and camera system for public buildings (\$6,995.00, \$70 per month for lease) or a stand-alone system with a DVR (\$6,995.00). Aasheim stated that there would be remote access as needed for the EMS Director. Vice-Chairman Hendrix made a motion to approve the proposed system connected to the jail

server. Commissioner Thomas provided the second to the motion. During discussion Commissioner Jones asked about the added cost for the connection to the data server. He inquired whether the proposed cameras would be connected to the new jail camera system. Captain Justin Wells answered that the new jail system would be a stand-alone system not connected to any other camera system. However, all of the data would be housed at the Sheriff's Office data center. After discussion the motion carried 5-0.

(Exhibit E)

Consideration of a proposal from Southeast Fire & Burglar for an access control system for the Candler County EMS Building.

Vice-Chairman Hendrix made a motion to table the item to the next commission meeting on February 19. Commissioner Jones provided the second to the motion. The motion carried 5-0.

Consideration of a request from Candler County Family Connection, Inc. for the Board of Commissioners to serve as the fiscal agent for a Department of Family and Child Services grant in the amount of \$75,000 in support of the Bridge Outreach Resource Center for the contract period of October 1, 2023 to September 30, 2024.

Aasheim provided a summary of the request and added that this is the second year of a three-year grant window. The grant is a pre-funded grant and the county has had not budget or controls issues with this grant. Commissioner Thomas made a motion to approve the agreement for the County to serve as the fiscal agent for the grant. Commissioner Robinson provided the second. The motion carried 5-0.

(Exhibit F)

Consideration of a request from Candler County Family Connection, Inc. for the Board of Commissioners of Candler County to execute the fiscal agent designation and acceptance agreement for the period of July 1, 2024 to June 30, 2025.

Aasheim stated that this agreement is to serve as the fiscal agent only, and that the contract and funding amount will be submitted to us by the state agency at a later date once this agreement is executed and the state budget is finalized. This is a reimbursement grant which the county spends the funds and applies for reimbursement. Vice-Chairman Hendrix offered a motion to execute the agreement as presented. Commissioner Thomas provided the second. The motion carried 5-0. (Exhibit G)

Consideration of a proposed ordinance for Noise and Sound Control to be enacted by the Board of Commissioners of Candler County, Georgia.

County Attorney Gross stated that this is draft ordinance for review and comment by the commission. There was discussion about state law, exemptions, enforcement of laws, complaints. There was discussion about the enforcement of noise audible at a certain distance or decibel level. Commissioner Robinson made a motion to table the item to the March 4th meeting of the Commission. Commissioner Jones provided the second to the motion. The motion carried 5-0.

Consideration of a change to the time and date of the listening session regarding the proposed Zoning Ordinance for Candler County, Georgia

Aasheim requested that the Board change the proposed meeting time to Tuesday, March 19th at 5:30 p.m. at the Jack Strickland Building.

Commissioner Robinson offered a motion to place the zoning on the November ballot and let the citizens of Candler decide if that's what they want for our county. Commissioner Jones provided the second to

the motion. There was discussion about the benefits of zoning and the challenges related to its implementation. Commissioner Robinson expressed concern that zoning would remove the freedoms that Candler County taxpayers enjoy. Several examples of industry, commercial property uses, and other uses which would negatively impact residents were given. There were discussions about the predominant, proposed zoning district AG-3 (Agricultural, Residential, minimum 3 acres) and the amount of the proposed zoning area which would be that designation. After discussion, Chairman Thrift called for a vote. The motion failed with one (1) vote in favor and four (4) votes against (Thrift, Hendrix, Jones & Thomas).

Vice-Chairman Hendrix moved to change the date and time of the listening session for zoning to Tuesday, March 19th at 5:30 p.m. at the Jack Strickland Building. Commissioner Thomas provided the second to the motion. There was discussion about the prior zoning public hearing, the attendance and the position of the people that spoke. After discussion, Chairman Thrift called for a vote. The motion carried four (4) votes in favor with one (1) vote opposed (Robinson).

Consideration of an agreement for Statewide Mutual Aid and Assistance between Candler County, Georgia, the City of Metter, Georgia, the Town of Pulaski, Georgia, and the Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

Vice-Chairman Hendrix made a motion to approve the agreement as presented. Commissioner Jones provided a second to the motion. The motion passed 5-0. (Exhibit H)

Consideration of authorization to submit the state share of an UPL payment (\$8,527.18) to the Georgia Department of Community Health in order to receive a final supplemental UPL payment of \$24,999.07 and, authorization for the County Administrator to execute the required documents for the payment

Commissioner Jones made a motion to authorize the payment and the County Administrator to submit the required forms for the payment. Commissioner Robinson provided the second to the motion. The motion carried 5-0.

Authorization to execute an acknowledgment of a proposed memorandum of understanding (MOU) between the Candler County Industrial Authority and Project Cool-It.

Commissioner Jones offered a motion to execute the acknowledgement of a proposed MOU between the Candler County Industrial Authority and Project Cool-It. Vice-Chairman Hendrix provided the second to the motion. The Chairman called for discussion.

Commissioner Jones addressed two attending members of the Metter City Council and asked about the result of their vote. Members responded that the vote passed in favor of execution of the acknowledgement with three (3) voting in favor, one (1) against and one (1) abstention. The City Council members related that there was discussion in their meeting about the reduction in taxes on the agreement, the anticipate infrastructure needs and costs, and the timeliness of information. The two present members requested that city, county and industrial authority meet to discuss these items. Commissioner Jones expressed concern that things were moving very fast in Candler County and that he wanted to make sure he understood all details and challenges associated with the growth. The commission discussed the potential new jobs (550) between the three new industrial projects, workforce, housing, school needs, infrastructure and the impact to the community and taxpayers. Administrator Aasheim made clarification about the role of the industrial authority and their use of lease agreements and their tax-exempt status to provide a tax reduction

to industries. Aasheim voiced concern about the number of jobs anticipated with the industrial projects and the impact these agreements will have on the residents, tax base and infrastructure. Aasheim stated that the commission could voice concern or objection to the structure or terms of the agreement by voting against the acknowledgement or by tabling the agenda item, if they chose. Aasheim expressed the opinion that due to the structure the citizens would likely take on a higher tax burden in the short term. Commissioner Robinson expressed concern on the current housing shortage in Candler County. Tax Commissioner, Jason Grimes, expressed concern about residents being able to pay their annual ad valorem taxes and agreed that the housing market is concerning. There was additional discussion about the size of the building, the site it would be located and the products that would be produced at the site. Aasheim clarified the cost (\$33M) and structure of the bonds and lease agreement between the industrial authority and the project.

Hearing no further discussion, the Chairman called for a vote. The motion to acknowledge and agree to the MOU as presented was approved by vote of three (3) in favor and two (2) opposed (Robinson, Hendrix). (Exhibit I)

Consideration of a request from the Candler County Sheriff for an appropriation of SPLOST funding for the replacement of an engine in a 2020 Chevrolet Tahoe (#3995) at an estimated cost of \$9,708.59 to be funded by SPLOST

Commissioner Robinson made a motion to approve the replacement of the engine at the presented cost. Vice-Chairman Hendrix provided the second to the motion. The motion carried 5-0.

Consideration of authorization to submit an act of local legislation to allow the Probate Judge to serve as the election supervisor for Candler County, Georgia.

Vice-Chairman Hendrix made a motion to submit an act of local legislation as presented. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Report from Chairman

The Chairman had no report.

Report from County Administrator

Administrator Aasheim requested guidance on the budget schedule for the FY25 budget on whether to schedule fewer, longer budget meetings. The commissioners requested Wednesdays for budget meetings due to other conflicts. He requested executive session for personnel.

Report from the County Attorney

Attorney Gross had nothing to report but requested executive session to discuss real estate acquisition.

Reports from Commissioners

David Robinson (District 3)

Commissioner Robinson expressed dissatisfaction with the shoulders on GA Hwy 57 and indicated he had reached out to Rep. Butch Parrish about it. He also indicated he still would like a traffic circle to be installed at GA Hwy 46 W and GA Hwy 57.

Commissioner Jones (District 2)

Commissioner Jones requested that we look into the number of tough books at EMS which should be four (4). Aasheim confirmed that there are four (4) tough books in service at EMS. Commissioner Jones

announced that February 19th would be his last meeting in his current seat as he will resign after that meeting in order to qualify for the Chairman of the Board of Commissioners election this year. He is resigning early in order to align the special election with the general election period to reduce cost to the taxpayers.

Executive Session – Personnel and land acquisition

Vice-Chairman Hendrix moved to exit into Executive Session to discuss personnel and land acquisition at 7:51 p.m. Commissioner Jones provided a second to the motion. The motion carried 5-0.

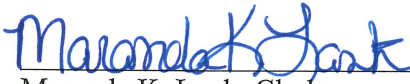
Commissioner Jones moved to exit Executive Session and reconvene the regular meeting at 8:05 p.m. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

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

Commissioner Robinson moved to hire Marty Oliver as a motor grader driver. Commissioner Thomas provided the second to the motion. The motion carried 5-0.

Adjournment

Commissioner Thomas moved to adjourn the meeting at 8:09 p.m. Commissioner Robinson provided the second to the motion. The motion passed 5-0.


 Maranda K. Lank, Clerk
 Attest


 Chairman, Glyn Thrift

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Blake Hendrix
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

Brad Jones
Commissioner

David Robinson
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on February 5, 2024

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

3.
The executive session was called to order at 5:58 p.m.

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

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

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

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

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

_____ Other

This 5th day of February 2024.

Sworn to and subscribed before me
this 5th day of February 2024.



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

Maranda K. Lank
Notary Public

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

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift
Chairman

Blake Hendrix
Vice-Chairman

Bryan Aasheim
County Administrator

Gregory Thomas
Commissioner

Brad Jones
Commissioner

David Robinson
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on February 5, 2024

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

3.
The executive session was called to order at 7:51 p.m.

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

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

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

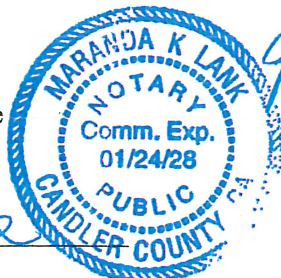
Discussion of the future acquisition of real estate as provided by O.C.G.A. 50-14-3(4);

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

_____ Other

This 5th day of February 2024.

Sworn to and subscribed before me
this 5th day of February 2024.



[Signature]
Glyn Thrift, Chairman
Board of Commissioners of Candler County

[Signature]
Notary Public

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

Exhibit A

Metter Fire Rescue Response ListJan-24Call Type and Jurisdiction

Jan-24

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

Total Calls	43
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Jan-23

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	2	1	2	2	3	2	1	1	4	0	18
County	0	3	6	5	0	7	0	0	0	4	1	26
Total	0	5	7	7	2	10	2	1	1	8	1	

Total Calls	44
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JANUARY 2024 PATIENT TRANSPORT REPORT

FROM SCENE TO CCH	78
FROM SCENE TO MEADOWS	2
FROM SCENE TO EVANS MEMORIAL	0
FROM SCENE TO EGRMC	25
FROM SCENE TO DOCTOR'S	0
FROM SCENE TO EMANUEL	0
SCENE TO MEMORIAL	0
SCENE TO CANDLER HOSPITAL SAVANNAH	0
SCENE TO OPTIM TATTNALL	0
SCENE TO HOSPICE	0
SCENE TO ST JOSEPH	0
SCENE TO AIR	1
LIFT ASSIST/REFUSAL	17
REFUSAL	27
MUTAL AID	0
TRANS CCH TO MEMORIAL	19
TRANS CCH TO CANDLER	0
TRANS CCH TO FAIR VIEW	1
TRANS CCH TO ST JOSEPH	0
TRANS CCH TO AUGUSTA UNIVERSITY	3
TRANS CCH TO PEIDMONT AUGUSTA	0
TRANS CCH TO DOCTORS	1
TRANS CCH TO EGRMC	11

TRANS CCH TO MEADOWS	1
TRANS CCH TO COLISEUM MEDICAL MACON GA	0
TRANS CCH TO NAVACIENT HEALTH MACON GA	0
CCH TO NURSING HOME	11
TRANS CCH TO HOSPICE	3
CORONOR CALL	2
CANCELLED CALL	4
NO PT CONTACT	2
CCH TO RES FOR HOSPICE	1
DOA WITH DNR/TURNED OVER TO HOSPICE	0
FIRE STANDBY	1
EMS NOT NEEDED	3
TRANSPORT FLIGHT CREW TO CCH	0
DOA LEFT AT NURSING HOME	0
TOTAL	213

Exhibit C

Candler EH Fee Comparison

	<u>Candler</u>	<u>Dooly</u>	<u>Early</u>	<u>Jenkins</u>
Population	10,981	11,208	10,854	8,674
<u>FOOD SERVICE</u>				
Food risk 1	100	150-350	150	100
Food risk 2	150	150-350	150	100
Food risk 3	200	150-350	150	100
Temporary	50	50	50	none
Plan Review	75	150	225	100
Mobile	15	100	100	75-100
Late fee	none	15-35	none	none
<u>TOURIST ACCOMODATION</u>				
RV Park/Campground	25	none	none	none
Bed and bfast up to 9 rooms	100	100	100	100
TA 10-50 units	150	100-150	100-150	100
TA More than 50 units	200	200-250	200	100
Plan Review	75	150	225	none
<u>SWIMMING POOL</u>				
Permit	75	75-150	150	50
Re-inspection	none	none	50	none
Plan Review	75	250	275	none
<u>WATER</u>				
Well Sample	30	40	50	30
Well Permit	5	100	75	none
<u>BODY ART</u>				
Permit	300	150	200	none
Plan Review	75	200	325	none
<u>INSTITUTIONAL</u>				
Inspection	15	none	none	none

Candler EH Fee Comparison

	<u>Candler</u>	<u>Dooly</u>	<u>Early</u>	<u>Jenkins</u>
Population	10,981	11,208	10,854	8,674
<u>ON-SITE SEWAGE</u>				
Evaluation/permit/inspection	100	150 (repair \$0)	100	100 (repair 50)
Commercial 2k-5k gallons	100	250	150	100 (repair 50)
Commercial 5k-7.5k gallons	100	250	150	100 (repair 50)
Commercial 7.5k-10k	100	250	150	100 (repair 50)
Re-Evaluation	50	none	none	none
Re-inspection	25	50	50	none
Existing Evaluation	30	75	50	50
Pump Truck Inspection	75	150	100+50/add'l truck	none
<u>SUBDIVISION REVIEW</u>				
1-4 lots	50	235-340	50-200	25-100
5-50 lots	100	375-195	225-1450	125-1250
51-100 lots	150	1985-3700	1475=2700	1275-2500
More than 100 lots	200	3700+	2700+	2500+
<u>SERVS SAFE CLASS</u>				
test	120			
re-test	60			

Fee Proposal

	<u>CURRENT</u>		<u>PROPOSED</u>
<u>FOOD SERVICE</u>			
Food risk 1	100		175
Food risk 2	150		175
Food risk 3	200		175
Temporary	50		50
Plan Review	75		175
Mobile	15		175 (30/truck after first)
Late fee (inspect and/or W33)	none		50 (to be charged after 2 nd deadline not met)
Mobile Authorization	none		50
<u>TOURIST ACCOMODATION</u>			
RV Park/Campground	25		75
Bed and bfast up to 9 rooms	100	TA 50 or less	150
TA 10-50 units	150		
TA More than 50 units	200	TA more than 50	200
Plan Review	75		175
<u>SWIMMING POOL</u>			
Permit	75		125
Re-inspection	none		25 (to be used at inspector's discretion)
Plan Review	75		175
<u>WATER</u>			
Well Sample	30		50
Well Permit <i>dist</i>	5		10
<u>BODY ART</u>			
Permit	300-500		300-500
microblading only	300-500		150
Plan Review	75		175
<u>INSTITUTIONAL</u>			
Inspection	15		15

Fee Proposal

	<u>CURRENT</u>	<u>PROPOSED</u>
<u>ON-SITE SEWAGE</u>		
Evaluation/permit/inspection	100	125
Commercial 2k-5k gallons	100	250
Commercial 5k-7.5k gallons	100	500
Commercial 7.5k-10k	100	750
Re-Evaluation	50	50 (to be used at inspector's discretion)
Re-inspection	25	50 (to be used at inspector's discretion)
Existing Evaluation	30	50
Pump Truck Inspection	75	100
<u>SUBDIVISION REVIEW</u>		
1-4 lots	50	10/lot
5-50 lots	100	10/lot
51-100 lots	150	10/lot
More than 100 lots	200	10/lot

3/21/24
9:30 } Next meeting

**RULES OF THE
DEPARTMENT OF PUBLIC HEALTH**

**CHAPTER 511-3
ENVIRONMENTAL HEALTH HAZARDS**

**SUBJECT 511-3-8
BODY ART**

511-3-8-.01	Authority
511-3-8-.02	Purpose
511-3-8-.03	Applicability
511-3-8-.04	Definitions
511-3-8-.05	Permits
511-3-8-.06	Employee Files
511-3-8-.07	Body Artist Certification and Decertification
511-3-8-.08	Client Files
511-3-8-.09	Minimum Design Standards
511-3-8-.10	Furnishings and Fixtures
511-3-8-.11	Supplies
511-3-8-.12	Health and Hygiene
511-3-8-.13	Instrument Cleaning and Sterilization
511-3-8-.14	Dyes and Pigments
511-3-8-.15	Tattoo Procedures
511-3-8-.16	Piercing Jewelry
511-3-8-.17	Body Piercing Procedures
511-3-8-.18	Body Art After Care
511-3-8-.19	Disinfection of Workplace
511-3-8-.20	Disposal of Biomedical Waste
511-3-8-.21	Signage
511-3-8-.22	Inspections
511-3-8-.23	Compliance and Enforcement
511-3-8-.24	Fees

511-3-8-.01 Authority

The legal authority for this Chapter is Chapter 31-40 of the Official Code of Georgia Annotated.

Authority: O.C.G.A. § 31-40-1 et seq.

511-3-8-.02 Purpose

The purpose of this Chapter is to establish reasonable standards for individuals performing body art procedures and for the facilities in which those procedures are provided. If followed, such standards should ensure the health and safety of all individuals performing and receiving these services. They also provide for the permitting and regular inspection of studios wherein Body Art activities are to be performed and contain enforcement provisions including revocation of the certification of any person or permit of any studio deemed in violation of this Chapter.

Authority: O.C.G.A. § 31-40-1 et seq.

511-3-8-.03 Applicability

(1) These regulations do not apply to a physician or osteopath licensed under O.C.G.A. Chapter 34 of Title 43, or to a technician acting under the direct supervision of such licensed physician or osteopath.

(2) Individuals who pierce only the lobe of the ear (and not the ear cartilage, nose or eyebrows, etc.) with a pre-sterilized single-use stud-and clasp ear piercing system are exempt from these regulations, provided that such ear-piercing systems conform to the manufacturer's directions on use and applicable FDA requirements.

(3) The Department and the applicable Health Authority retain the authority to investigate consumer complaints and outbreaks relating to the alleged misuse or improper disinfection of ear-piercing systems.

(4) These rules shall take effect six months after official posting by the Secretary of State.

Authority: O.C.G.A. §§ 31-40-1; 31-40-6.

511-3-8-.04 Definitions

(1) "Antimicrobial solution" means any solution capable of killing or used to retard the growth of microorganisms approved for application to human skin, and includes all products labeled accordingly, as approved by the FDA; when referring to antimicrobial mouthwash, only those approved for use may be allowed in the studio, such as hydrogen peroxide, alcohol-based solution and others commonly found in hospital or dental settings.

(2) "Antiseptic" means an agent or substance that will destroy or inhibit the growth and development of infectious microorganisms on human skin or mucous membranes.

(3) "Aseptic technique" means to render or maintain free from infectious material so as to prevent transfer or transmission of infectious agents.

(4) "ASTM" means the American Society for Testing Materials International.

(5) "Autoclave" means an apparatus (chamber or cassette) for sterilization of equipment utilizing steam pressure at a specific temperature over a period of time per manufacturer's specifications. For the purposes of this Chapter, all chamber and cassette autoclaves shall be Class B, Class S, or other medical grade autoclave as specified by manufacturer for sterilization of body art equipment and jewelry.

(6) "Biomedical waste" means the following:

(a) Pathological waste, which means all recognizable human tissues which are removed during procedures;

(b) Biological waste, which means blood and blood products, exudates, secretions, suctioning, and other body fluids which contains free liquids and cannot be or are not directly discarded into a municipal sewer system. The term does not include materials, such as wipes or paper towels, containing small amounts of blood or body fluids that would not drip if the material were compressed;

(c) Sharps, which means any discarded article that may cause punctures or cuts, such as needles and razor blades; and

(d) Discarded equipment and parts, excluding expendable supplies and materials included in paragraphs (a) through (c) of this subsection, which have not been decontaminated, and which were in contact with infectious agents.

(7) "Blood" means human blood, human blood components, and products made from human blood.

(8) "Bloodborne pathogens" means pathogenic microorganisms present in human blood that can cause disease in humans. These pathogens include but are not limited to Hepatitis B virus (HBV), Hepatitis C Virus (HCV), and Human Immunodeficiency virus (HIV).

(9) "Board of Health" means the local County Board of Health or Health Authority.

(10) "Body art" means a tattoo or piercing placed on the body of a person for aesthetic or cosmetic purposes. This definition does not include practices considered medical procedures by the Georgia Medical Composite Board, such as implants under the skin, which are prohibited unless such medical procedures are performed by a person licensed by the Georgia Medical Composite Board.

(11) "Body artist" means any person who performs body art. Such term shall not include a physician or osteopath licensed under Chapter 34 of Title 43, or a technician acting under the direct supervision of such licensed physician or osteopath.

(12) "Body artist certification" means a certification issued by the Department to a specifically identified person who is qualified to engage in the practice of body art in accordance with these regulations and in conjunction with a permitted studio.

(13) "Body Art Advisory Committee" means a committee that may be established by the Department to provide technical guidance on the practice of body art. If established, the committee shall be composed of one individual from the state environmental health program, one District Environmental Health Director, one County Environmental Health Specialist, one person with infection control training, and two members of the body art profession with current certification.

(14) "Body Art Studio" means any facility or building on a fixed foundation wherein a body artist performs body art, whether or not for profit.

(15) "Body Art Studio permit" means Health Authority approval in writing authorizing the permit holder to operate a Body Art Studio for the purpose of engaging in the practice or business of body art procedures. Health Authority approval shall be granted solely for the practice of body art pursuant to these regulations, and the following types of Body Art Studio permits shall be issued: tattoo, body piercing, and microblading.

(16) "Body piercing" means puncturing or penetrating the skin or mucosa of a client for the purpose of inserting jewelry or other adornment into the body for non-medical purposes; body piercing includes ear piercing, except when ear piercing procedure is performed with a pre-sterilized single-use stud and clasp ear-piercing system (Piercing Gun) conforming to the manufacturer's directions on use and applicable FDA requirements.

(17) "Cleaning/clean room" means the area in a Body Art Studio used in the sterilization, sanitation or other cleaning of instruments or other equipment used for the practice of body art and shall be separated from any other area in the studio by means of doors, nonabsorbent curtains, or similar approved partition extending from floor to ceiling or a height of eight feet.

(18) "Client" means an individual upon whom one or more body art procedures are to be performed.

(19) "Contaminated" means the presence or the reasonably anticipated presence of blood, other potentially infectious materials, or potentially harmful chemicals on an item or surface.

(20) "Contaminated waste" means any liquid or semi-liquid blood or other potentially infectious material; contaminated items that would release blood or other potentially infectious material in a liquid or semi-liquid state if compressed; items on which there is dried blood or other potentially infectious material, and which are capable of releasing these materials during handling; sharps and any wastes containing blood or other potentially infectious materials.

(21) "Convention" means a large meeting of people who gather to talk about their shared work or other interests or to make decisions as a group or to perform body art procedures, such as an industry trade show.

(22) "Cosmetic tattoo" means a tattoo, by someone other than a licensed physician, which includes but is not limited to microblading of the eyebrow, lips, and other parts of the body for beauty marks, hair imitation, or areola repigmentation. This term includes any procedures whether referred to as but not limited to, microdermapigmentation, micropigment implantation, micro-needling with the use of pigment or any other similar procedure and for the purpose of this Chapter has the same meaning as "tattoo."

(23) "Critical violation" means a violation of this Chapter which poses a serious hazard to health and safety. Critical violations shall include but not limited to the following:

(a) Autoclave does not meet minimum time, pressure, or temperature requirements, or written standard operation procedures are not established or approved by the Health Authority;

(b) Lack of a negative spore test on a minimum frequency of every 40 hours of operation of the autoclave but not less than on a monthly basis;

(c) Non-disposable tubes and needles are not sterilized, packaging has been compromised or contaminated, or expiration date has been exceeded;

(d) Work area is not equipped as required or is not stocked;

(e) Reuse of single use articles;

(f) Sterile instruments are not properly handled to prevent contamination;

(g) Body artists with exposed infectious lesions on hands and arms not restricted from body art procedures;

(h) Body artists and employees not practicing proper cleanliness and good hygienic practices;

(i) Water supply not approved, hot and cold running water under pressure not available, or written emergency procedure for water not established before or approved for a studio operating during an interruption of water;

(j) Cross connection allowing back-siphonage present in plumbing system;

(k) Hand washing facilities not available or accessible for body artists and employees;

(l) Toxic items not properly stored, labeled, or used;

(m) Prohibited procedures performed within the studio; and

(n) Non-certified artist performing procedures.

(24) “Decontamination” means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface or item to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, or disposal.

(25) “Department” means the Georgia Department of Public Health or its agents.

(26) “Disinfectant” means a solution registered as a disinfectant by the U.S. Environmental Protection Agency (EPA) and intended to destroy or inactivate specific viruses, bacteria, or fungi on clean, inanimate surfaces. Labeling should specifically state that the product is bactericidal, virucidal, fungicidal, and tuberculocidal.

(27) “Disinfection” means the destruction of disease-causing microorganisms on inanimate objects or surfaces, thereby rendering these objects safe for use or handling.

(28) “Easily cleanable” means that surfaces are readily accessible and made of such materials and finish and so fabricated to be smooth and non-absorbent such that residue may be effectively removed by normal cleaning methods.

(29) “Ear piercing” means the puncturing of the lobe of the ear with a pre-sterilized single-use stud-and clasp ear piercing system following manufacturer’s instructions. Under no circumstance shall ear piercing studs and clasp be used anywhere on the body other than the lobe of the ear unless otherwise specified by the manufacturer.

(30) “EPA” means the United States Environmental Protection Agency.

(31) “EPD” means the Georgia Department of Natural Resources, Environmental Protection Division.

(32) “Equipment” means all machinery, including fixtures, containers, vessels, tools, devices, implements, furniture, display and storage areas, sinks, and all other items used in connection with the operation of a Body Art Studio.

(33) “FDA” means the United States Food and Drug Administration.

(34) “Germicidal solution” means any solution which destroys microorganisms and is so labeled.

(35) “Gloves” means medical grade disposable single use gloves labeled for surgical or examination purposes. Vinyl gloves are not allowed to be used to perform body art procedures.

(36) “Guest body artist” means a visiting body artist, tattooist, body piercer, or microblader, not certified by the Department possessing a guest body artist permit issued by the Health Authority to perform body art in a permitted Body Art Studio.

(37) "Guest body artist permit" means a seven-day permit by the Health Authority which allows a person to practice body art as a tattoo artist, body piercer, or microblader, in accordance with this Chapter while under the direct supervision of a body artist holding a valid Body Artist Certification in the same category.

(38) "Handwash facilities" means an installed sink/lavatory providing an adequate supply of potable hot and cold running water under pressure, through a mixing valve or combination faucet, used solely for washing hands, arms, or other portions of the body. The facility shall include a soap dispenser, soap, and single use disposable towels in a covered dispenser.

(39) "Handwashing sink" means a lavatory or plumbing fixture especially placed for use in personal hygiene and designed for the washing of the hands in the facility, including an automatic handwashing facility.

(40) "Health Authority" means the local County Board of Health

(41) "Hot water" means water that attains and maintains a minimum temperature of 100°F.

(42) "Imminent health hazard" means any condition, deficiency, or practice which, if not corrected, is very likely to result in disease transmission, serious injury, or loss of life to any person. If an imminent health hazard exists because of an emergency such as a fire, flood, interruption of electrical or water service for two or more hours, sewage malfunction, misuse of poisonous or toxic materials, onset of an apparent bloodborne illness outbreak, serious injury, gross unsanitary occurrence or condition, or other circumstances that may endanger public health, then operations must be immediately discontinued, and the Health Authority must be notified.

(43) "Instruments" means hand pieces, needles, needle bars, and other instruments that may come in contact with a client's body or may be exposed to bodily fluids during any body art procedure.

(44) "ISO" means the International Standards Organization.

(45) "Jewelry" means any ornament used in any body art procedure which is inserted into a newly pierced area and meets the following minimum requirements:

(a) Steel that is [ASTM F138](#) compliant or [ISO 5832-1](#) compliant.

[Note: The [EEC Nickel Directive](#) is a regulation that requires a low rate of nickel release for all materials used for costume or fine jewelry, belt buckles, watches, or other metallic accessories with direct skin contact. It does not specify nor prove that a material is safe to wear in the body; therefore, compliance with this directive alone is not sufficient for meeting the APP initial jewelry standards.]

(b) Steel that is [ISO 10993-6](#), [10993-10](#) and/or [10993-11](#) compliant.

(c) Unalloyed titanium that is [ASTM F67](#) or [ISO 5832-2](#) compliant.

- (d) Alloyed Titanium (Ti6Al4V ELI) that is [ASTM F136](#) compliant or [ISO 5832-3](#) compliant.
- (e) Alloyed Titanium (Ti6Al7Nb ELI) that is [ASTM F1295](#) compliant or [ISO 5832-11](#) compliant.
- (f) Polytetrafluoroethylene (PTFE) that is [ASTM F754](#) compliant.
- (g) Any polymer or plastic material that is [ISO 10993-6](#), [10993-10](#) or [10993-11](#) compliant and/or meets the United States Pharmacopeia ([USP](#)) [Class VI](#) material classification.
- (h) Solid 14 karat or higher yellow, white, or rose gold that is nickel and cadmium free.
- (i) Gold jewelry used for initial piercing may not be:
1. Plated, unless using materials approved by this standard over solid 14 karat or higher yellow, white, or rose gold that is 14k or higher, or white rhodium.
 2. Gold-filled
 3. Gold overlay/vermeil
- (j) Solid unalloyed or alloyed platinum that is cadmium, nickel, and lead free.
- (k) Unalloyed Niobium (Nb) that is [ASTM B392](#) compliant. This includes but is not limited to:
1. Commercial grade 2 Niobium
 2. Commercial grade 4 Niobium that contains 1% Zirconium
- (l) Glass that is lead free. This includes but is not limited to:
1. Fused quartz
 2. Borosilicate
 3. Soda-lime
- (m) All threaded or press-fit jewelry used for initial piercing must have internal tapping (no threads on exterior of posts and barbells).
- (n) For body jewelry purposes, surfaces and ends must be smooth and free of nicks, scratches, burrs, stamps, hallmarks, polishing compounds, and other potentially harmful residues.

(o) Metals must have a consistent mirror finish on surfaces that frequently come in contact with tissue.

(p) All jewelry used for initial piercing on people above the age of twelve must be [ASTM F2999](#) compliant.

(q) All jewelry used for initial piercing on people age twelve and under must be [ASTM F2923](#) compliant.

(r) Copies of the jewelry manufacturer's documentation, which verify compliance with standards, must be available for inspection on request.

(46) "Major structural modifications" means modifications in which the resulting structure differs significantly from what was originally approved by the Health Authority at the time of the Health Authority's issuance of the permit, including, but not limited to changes involving the addition, removal, or relocation of structurally existing walls, openings, floor or counters; or modifications to plumbing, mechanical, or electrical components other than decorative fixtures. It does not include minor cosmetic changes such as painting, moving equipment for detailed cleaning, detailed cleaning of physical facilities, replacing carpeting in the lobby area, or repairing damage to walls, floors, and ceilings.

(47) "Microblading of the eyebrow" means a form of cosmetic tattoo artistry where ink is deposited superficially in the upper three layers of the epidermis using a handheld or machine powered tool made up of needles known as a microblade to improve or create eyebrow definition, to cover gaps of lost or missing hair, to extend the natural eyebrow pattern, or to create a full construction if the eyebrows have little to no hair.

(48) "Minor" means an individual under the age of eighteen.

(49) "NSF" means the National Sanitation Foundation.

(50) "Occupational exposure" means reasonably anticipated skin, eye, mucous membrane, or parenteral contact with blood or other potentially infectious materials that may result from the performance of a body artist's or employee's duties.

(51) "OSHA" means the Occupational Safety and Health Administration.

(52) "Other potentially infectious material" means the following human body fluids: semen, vaginal secretions, saliva, and any other body fluid visibly contaminated with blood.

(53) "Permit" means Health Authority approval in writing authorizing the permit holder to operate a Body Art Studio for the purpose of engaging in the practice or business of body art procedures.

- (54) "Permit holder" means the partnership, corporation, association, or the person or group of persons who maintain and control the Body Art Studio and personnel, and who are legally responsible for the operation of the studio.
- (55) "Person" means an individual, any form of business or social organization or any other non-governmental legal entity, including but not limited to corporations, partnerships, limited-liability companies, associations, trusts, or unincorporated organizations.
- (56) "Personal protective equipment" means specialized clothing or equipment, such as gloves or lap cloth, worn by a body artist or employee for protection against a hazard. General work clothes not intended to function as protection against a hazard are not considered to be personal protective equipment.
- (57) "Physician" or "osteopath" means an individual licensed to practice medicine in Georgia pursuant to OCGA Chapter 34 Title 43.
- (58) "Pierce" or "piercing" means body piercing.
- (59) "Potable water" means water that is from an approved water system meeting Georgia Safe Drinking Water Standards
- (60) "Proof of age" means any government issued State Driver's License, Military ID, Passport or US Passport Card, or State-Issued ID Card that describes the individual as eighteen years of age or older as applicable, contains a photograph and appears to be valid.
- (61) "Safe materials" means articles manufactured for the specific purpose of body art procedures which are unlikely to cause injury or disease under proper use and care.
- (62) "Sanitary" means clean and free of agents of infection or disease.
- (63) "Sanitized" means the application of an EPA registered sanitizer on a cleaned surface by a process that provides sufficient concentration of chemicals for enough time to reduce the microorganism level, including pathogens, to a safe level on instruments and equipment in accordance with the label instructions.
- (64) "Sewage" means human excreta, all water-carried waste, and liquid wastes from residences, buildings, commercial or industrial establishments.
- (65) "Sharps" means any object, sterile or contaminated, that may intentionally or accidentally cut or penetrate the skin or mucosa.
- (66) "Sharps container" means a puncture-resistant, leak-proof container that can be closed for handling, storage, transportation, and disposal that is labeled with the International Biohazard Symbol and specifically made for the disposal of sharps.

(67) “Single-use” or “single-service” means disposable products or items that are intended for one-time, one-person use and are properly disposed of by appropriate measures after use on each client. Single-use items include but are not limited to cotton swabs or balls, single-use instruments, tissues or paper products, paper or plastic cups, gauze and sanitary coverings, razors, piercing needles, stencils, ink cups, and protective gloves.

(68) “Solid waste” means refuse, garbage, trash, rubbish, and any other item which could cause an unsanitary condition or undesirable health and safety conditions.

(69) “Spore” means a dormant, non-reproductive body able to survive adverse environmental conditions including high temperatures, dryness, and lack of nourishment for long periods of time. Under the proper conditions, the spore may revert to an actively multiplying form of the bacteria, fungi, or protozoa.

(70) “Spore test” means a biological monitoring process in which resistant spore growth on test media is processed in a studio’s autoclave to verify that it is functioning properly. A third-party culturing service must be engaged for this process to provide documentation serving as a tangible record and legal document verifying the autoclave’s ability to achieve proper sterilization.

(71) “Sterilization” or “sterilize” means the use of a physical or chemical procedure by which all forms of microbial life, including bacteria, viruses, spores, and fungi are destroyed including highly resistant bacterial endospores. This is achieved by holding in a commercial, Class B, Class S, or other medical grade autoclave according to manufacturer’s instructions as approved by the Health Authority.

(72) “Sterilization indicator” means a tape, strip, bag, or other device designed to change color to indicate that sterilization temperature has been achieved during the sterilization procedure.

(73) “Sterilizer” means an autoclave certified to meet generally accepted medical standards. See Autoclave.

(74) “Tattoo” means to mark or color the skin of any person by pricking in, inserting, or implanting indelible pigments or dyes under the skin, including without limitation cosmetic tattooing and microblading of the eyebrow.

(75) “Temporary Body Art Studio” means any location, place, facility, or business for which a permit has been granted to practice body art by the Health Authority for no more than a period of seven consecutive days in connection with conventions or industry trade shows.

(76) “Temporary Body Artist” means any person not certified by the Department, who performs body art in a temporary Body Art Studio who is responsible for complying with applicable provisions of these regulations. The permit to practice body art by the Health Authority is granted for no more than a period of seven consecutive days only for the purpose of product demonstration in connection with conventions or industry trade shows.

(77) “Temporary Body Artist Permit” means the issuance of a seven-day permit by the Health Authority which allows a person to practice body art as a tattoo artist, body piercer, or microblader, in accordance with this Chapter for the purpose of product demonstration in connection with conventions or industry trade shows.

(78) “Ultrasonic cleaning unit” means a device approved by the Health Authority with a lid, physically large enough to fully submerge instruments in liquid, which removes foreign matter from the instruments by means of high energy and high frequency oscillations transmitted through the contained liquid.

(79) “Universal precautions”, also known as “standard precautions”, means treating all blood and body fluids as if they contain bloodborne pathogens and taking proper precautions to prevent the spread of any bloodborne pathogens.

(80) “Waste” means solid waste, sewage, blood and body fluids or other waste resulting from the operation of a Body Art Studio.

(81) “Work area” or “workstation” means an area where clients receive body art from an individual body artist.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.05 Permits

(1) Body Art Studio permits.

(a) No person shall operate a Body Art Studio without first obtaining a Body Art Studio permit in accordance with the timeframes specified in these rules. Upon the effective date of this Chapter, as stated in Section 511-3-8-.03(4), existing Body Art Studios shall have one year to obtain and display a valid Department of Public Health Body Art Studio permit issued by the Health Authority. This deadline may be extended for all applicants upon public notice by the Department on its website.

(b) Permits shall be issued by the Health Authority on forms prescribed by the Department and shall designate one or more specialties which may be practiced in the studio: tattooing, piercing, or microblading. The Health Authority may authorize an electronic signature method for signing prescribed forms.

(c) Permits shall only be issued to a single permit holder operating at a single location. A permit shall not be transferable from one place to another, or from one person to another.

(d) An applicant for a Body Art Studio permit shall provide written evidence of satisfactory compliance with the provisions of this Chapter and any other applicable laws and regulations. The permit holder shall be responsible for maintaining compliance with the requirements of this Chapter and any other applicable laws and regulations.

(e) The permit shall be displayed near the front entrance of the studio within fifteen feet of the front or primary public door and between five feet and seven feet from the floor, and in an area where it can be read at a distance of one foot away or, if for some reason this is impractical, in an area approved by the Health Authority.

(f) The permit shall expire when the Body Art Studio ceases to operate, relocates, or has a change of ownership. For purposes of this subsection, a "change of ownership" means the transfer of a 50% or greater interest in the studio to a person or entity not currently holding an interest.

(g) An operating permit is not transferable from one studio to another.

(h) An application for a Body Art Studio must be submitted to the Health Authority no less than fourteen days prior to the start of construction or major structural modifications.

(i) The applicant shall certify in its application the names and exact duties of the employees and body artists who will be responsible for carrying out the rules and policies adopted by the permit holder. The following information shall be included for each such person:

1. Valid driver's license or Government issued ID;
2. Date of birth (DOB);
3. Home address;
4. Telephone numbers; and
5. Department-issued Body Artist Certification of all artists who will practice in the studio.

(j) Each application for a permit shall be accompanied by an 8 ½" x 11" or larger page containing a detailed, to-scale floor plan of the Body Art Studio. Such plan shall show the accurate placement of each of the following: windows, doors, chairs, tables, sinks, restrooms, waiting area, and all equipment placement whether affixed or not for clients or staff, and shall include room measurements.

(k) Specification sheets for all equipment to be in the studio shall be provided as determined by the Health Authority. Studios using all commercially purchased, individually packaged, sterile, single-use, disposable jewelry and instruments shall provide adequate manufacturer documentation to avoid requirements for an ultrasonic cleaner and autoclave.

(l) The ownership of the studio shall be fully disclosed in its application for a permit. The individual owners shall be listed, if a sole proprietorship or partnership; the members, if a limited liability company; and the shareholders, if a corporation. No permit shall be issued if any person with an ownership interest in the proposed studio is under eighteen years old, has previously had a body art permit or certification revoked, or is currently the subject of disciplinary proceedings related to body art chapter enforcement.

(m) The applicant shall show that it has demonstrated compliance with zoning and other local requirements regarding proper location and establishment of Body Art Studios, including any applicable building, fire safety, plumbing, mechanical and electrical codes.

(n) The Health Authority shall issue a Body Art Studio permit after:

1. Receipt of a completed application;
2. Payment of applicable fees;
3. Plan review approval; and
4. An inspection of the proposed studio which reveals that it is in compliance with requirements of this Chapter.

(o) Before being granted a permit, each Body Art Studio shall develop a written statement of policies and standard operating procedures that address:

1. Sterilization of instruments and equipment and Emergency Sterilization Procedures;
2. Body Artist and Employee Health;
3. Body Artist and Employee Drug and Alcohol Use;
4. Sanitizing areas and equipment between use;
5. Disposal of waste;
6. Record keeping;
7. Client screening;
8. Aftercare;
9. Exposure control plan;
10. Emergency plan for accidents that addresses first aid procedures; and
11. Water Interruption Plan.

(2) Body Art Studio Permit Holder Responsibilities. Upon acceptance of the permit issued by the Health Authority, in order to retain the permit, the permit holder shall:

(a) Ensure compliance with the provisions of this Chapter, including the conditions of any variance granted by the Department, and allow inspections by representatives of the Health Authority during hours of operation;

(b) Immediately discontinue operations and notify the Health Authority if an imminent health hazard may exist; and

(c) Replace existing facilities and equipment that do not comply with this Chapter if:

1. The Health Authority directs the replacement because the facilities and equipment constitute a public health hazard or no longer comply with the criteria upon which the facilities and equipment were accepted; or

2. The facilities and equipment require replacement due to wear and tear in the normal course of operation.

(3) A copy of the most current version of this Chapter must be in the studio at all times.

(4) Temporary Body Art Studio Permits.

(a) A temporary Body Art Studio permit may be issued for body art services provided outside of a permitted location for the purpose of product demonstration in connection with body art conventions or industry trade shows.

(b) A temporary Body Art Studio permit may be obtained after submitting an application that contains the name of the body artists, location, the operating days, hours of operation of the temporary studio, and the plans or description of the temporary studio. The applicant will provide information related to solid waste, biomedical waste, and sharps disposal.

(c) A temporary Body Art Studio permits will not be issued unless the applicant demonstrates to the Health Authority successful compliance with all the requirements of this Chapter. This includes education, disclosure, consent, minimum design standards, and furnishing and fixtures requirements.

(d) The application for a permit must be submitted for review by the Health Authority at least thirty days prior to the event and all applicable fees must be paid before a permit will be issued.

(e) The following criteria pertain to permits for temporary Body Art Studios:

1. No permit may be valid for more than seven consecutive days.

2. An applicant shall not receive more than two seven-day permits during a thirty-day period.

3. A permit shall not be transferable from one place to another, or from one person to another.

4. A permit shall be posted in a prominent and conspicuous place as determined by the Health Authority so clients can readily observe it.

5. The temporary Body Art Studios shall meet the requirements of this Chapter. In addition, the following will be required:

(i) A convenient handwashing facility must be located within 30 feet of each work or demonstration area for body artist handwashing. In the absence of a hand wash station meeting the requirements of this Chapter, this facility shall consist of, at least, a catch bucket, a pressurized or gravity fed, hands-free container filled with potable water, liquid antimicrobial hand soap, and individual paper towels at the service site.

(ii) Only single-use, disposable, pre-sterilized supplies may be used.

(5) Prohibited Facilities.

(a) Neither Body Art Studios nor body art procedures shall be allowed in a private residence or other structure used for human habitation, food services, retail sales not directly related to body art, grocery stores, convenience stores, or similar purposes; however, body art operations may take place in completely separate areas of certain businesses deemed safe and appropriate by the Health Authority.

(b) Body Art Studios shall not be allowed in automobiles, mobile trailers, tents, recreational vehicles, or other non-fixed facilities.

(6) Prohibited Procedures and Restrictions.

(a) Implants, 3-D procedures, or other procedures involving insertion of foreign objects completely under the skin.

(b) Any body art procedure that results in the permanent removal of tissue or that requires medical equipment such as scalpels or dermal punches.

(c) The use of manipulating needles, sharps, or any other item to serve the purpose of a scalpel is prohibited.

(d) Scarification (branding, cutting, or skin peeling), suspension piercing, neck rings, foot binding, corseting, play piercing, and tooth gems/dental bonding are prohibited.

(e) In accordance with O.C.G.A. Section 16-5-71, no person under the age of eighteen shall be tattooed.

(f) It shall be unlawful for any person to pierce the body, with the exception of the ear lobes, of any person under the age of eighteen for the purposes of allowing the insertion of earrings, jewelry, or similar objects into the body, unless the body piercing is performed in the presence of the person's parent or legal guardian. The parent or legal guardian must have proper identification and sign a written consent form provided by the Body Art Studio. The consent form must indicate the methods and parts of the minor's body upon which the body piercing

procedure is performed. Nipple and genital piercing are prohibited on minors regardless of parental or legal guardian consent.

(g) With the exception of microblading of the eyebrow, and in accordance with O.C.G.A. Section 16-12-5, it shall be unlawful for any person to perform tattooing or cosmetic micropigmentation procedures within any area within one inch of the nearest part of the eye socket. Such prohibited procedures include but are not limited to tattooing eyeliner.

(h) No person except a duly licensed physician or a Georgia licensed cosmetic laser practitioner as defined under Chapter 34 Title 43 shall remove or attempt to remove any tattoo.

(7) Body artists shall not be under the influence of alcohol or drugs that cause drowsiness or other impairment while performing body art procedures.

(8) Body Art Studios and body artists shall refuse services to any person who appears to be under the influence of alcohol or drugs.

(9) Live animals shall be excluded from within the studio and adjacent areas under the control of the permit holder. However, this exclusion does not apply to fish in clean, maintained aquariums which are maintained outside of an artist work area. Service animals accompanying disabled persons shall be permitted in the studio.

(10) The body artist must be free of any open wound that cannot be covered, any infection, or other visible or communicable diseases that can be transmitted as a result of carrying out the body art procedures

(11) A body artist shall not conduct any form of body art activity upon any area of a client that evidences the presence of any rash, lesion, or other visible signs of infection.

(12) Body art procedures not covered within these rules which have the potential for transmitting infectious disease must receive written departmental approval prior to being offered to clients.

(13) Body art shall only be performed by individuals holding a current Body Artist Certification issued by the Department, a Temporary Body Artist Permit or Guest Body Artist Permit issued by the Health Authority, and only at a location named in a Body Art Studio Permit or a Temporary Body Art Studio Permit.

Authority: O.C.G.A. § 31-40-2.

511-3-8-.06 Employee Files

(1) The permit owner of a Body Art Studio must maintain a file on all body artists who practice within the studio. Employee and body artist files must be kept on location for the duration of the person's employment and for a minimum of two years after the person is no longer employed. The employee and body artist files must be available for inspection and include the Department issued Body Artist Certification and a copy of the body artist's government issued ID.

(2) Any Body Artist working in an existing Body Art Studio on the effective date of this Chapter, as stated in Section 511-3-8-.03(4), shall have one year to obtain the Department certifications and education required in this Chapter. This timeframe may be extended for all applicants upon public notice by the Department on its website.

(3) The permit holder of the Body Art Studio shall make available, at no cost to the employee or body artist, the Hepatitis B vaccination series to body artists and any other employees who may have occupational exposure to blood or other potentially infectious material. For new employees and body artists, the vaccination must be offered after the worker is trained and within ten days of initial assignment to a job where there is potential occupational exposure, unless the employee has previously received the vaccine series, antibody testing has revealed that the worker is immune, the vaccine is contraindicated for medical reasons, or if the individual has declined the Hepatitis B vaccination series in writing. The employer must obtain a written opinion from the licensed healthcare professional within fifteen days of the completion of the evaluation for vaccination. This written opinion is limited to whether hepatitis B vaccination is indicated for the worker and if the worker has received the vaccination.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.07 Body Artist Certification and Decertification

(1) No person shall practice body art procedures without first obtaining a Body Artist Certification from the Department in accordance with the timeframes specified in these rules. Upon the effective date of this Chapter, as stated in Section 511-3-8-.03(4), existing Body Artists shall have one year to obtain and display a valid certificate issued by the Department. This deadline may be extended for all applicants upon public notice by the Department on its website.

(2) An applicant for a Body Artist Certification must be at least eighteen years of age and shall demonstrate to the Department successful compliance with all education, disclosure, consent, and fee requirements of this Chapter. An applicant shall request certification in one or more of the following areas:

(a) Tattooing;

(b) Piercing; and/or

(c) Microblading.

(3) Applicants shall submit a completed Department application provided by the Health Authority. The Department may authorize an electronic signature method for signing prescribed forms. As part of the application process, the applicant shall:

(a) Pay an exam fee not to exceed \$50.00 to the Health Authority;

(b) Pay Department Certification fees; and

- (c) Complete and pass a Department-approved exam on this Chapter.
- (4) Initial application for the Body Artist Certification shall include:
- (a) Name;
 - (b) Date of Birth;
 - (c) Residence address;
 - (d) Mailing address;
 - (e) Phone number;
 - (f) Photocopy of a government issued ID;
 - (g) Proof of United States Citizenship or lawful residence in the United States.
 - (h) Proof of successful completion of an OSHA-compliant Bloodborne Pathogen/Universal Precautions training program and Basic First Aid/CPR classes given or approved by the Department; and
 - (i) Valid documentation of a Hepatitis B Virus (HBV) vaccination status including:
 - 1. Documentation of HBV vaccination; or
 - 2. Laboratory evidence of immunity or documentation of no response following two full HBV vaccine series; or
 - 3. Documentation stating the vaccine is contraindicated for medical reasons. Contraindications require a dated and signed licensed health care professional's statement specifying the name of the Body Artist applicant or employee and that the vaccine cannot be given; or
 - 4. Signed certificate of vaccination declination of HBV as required by OSHA.
- (5) No Body Artist Certification will be issued without successfully completing an approved course in Bloodborne Pathogens/Universal Precautions and a Basic First Aid/CPR course approved by the Department.
- (6) The Body Artist Certification shall be valid for one year and may be renewed on a standard date to be determined by the Department. Issuance and renewal shall be conditioned on compliance with this Chapter, successful completion of required courses, and paying required certification fees to the Department. Certifications shall be issued on forms provided by the Department.
- (7) A body artist shall only perform that form of body art which is indicated in the Body Artist Certification.

(8) A copy of the Body Artist Certification shall be posted where it may be readily observed by clients.

(9) For annual Body Artist Certification Renewal, each artist:

(a) Must submit a completed Body Artist Certification Renewal Application;

(b) Must pay all applicable fees to the Department;

(c) Must submit proof of current immunizations and education requirements as referenced in the initial certification section; and

(d) Must not have any unresolved disciplinary actions or have committed any illegal activities related to the industry during the previous certification period.

(10) Temporary Body Artist Permit.

(a) No body artist shall practice body art at a Temporary Studio without a Temporary Body Artist Permit issued by the Health Authority or Body Artist Certification issued by the Department.

(b) The Health Authority may issue a seven-day permit to engage in the practice of body art if the body artist is not currently certified by the Department. Such temporary body artist permit will allow a person to practice body art only in a permitted Temporary Studio under the supervision of the permit holder. Temporary Body Artist Permits will not be issued unless the applicant demonstrates to the Health Authority successful compliance with all education, disclosure, consent, and requirements of this Chapter. The issuance of a Temporary Body Artist Permit is conditioned upon the following:

1. A completed application submitted no less than ten days in advance of the start date of providing services; the Health Authority may authorize an electronic signature method for signing prescribed forms.

2. Documentation that the applicant has received education requirements set by this Chapter;

3. Must be listed on the temporary Body Art Studio permit application where the applicant will perform body art;

4. Payment of all applicable fees as determined by the Health Authority; and

5. Documentation of a Hepatitis B Virus (HBV) vaccination completion status including:

(i) Documentation of HBV vaccination;

(ii) Laboratory evidence of immunity or documentation of no response following two full HBV vaccine series;

(iii) Documentation stating the vaccine is contraindicated for medical reasons, including a dated and signed licensed health care professional's statement specifying the name of the Body Artist applicant or employee and that the vaccine cannot be given; or

(iv) Signed certificate of vaccination declination of HBV as required by OSHA.

(11) Guest Body Artist Permit.

(a) No visiting out-of-state body artist shall practice body art without a Guest Body Artist Permit issued by the Health Authority.

(b) The Health Authority may issue a seven-day permit to engage in the practice of body art. Such guest body artist permit will allow a person to practice body art under the direct supervision of a body artist holding a valid Department issued certification in the same category. The issuance of a Guest Body Artist Permit is conditioned upon the following:

1. A completed application submitted no less than ten days in advance of the start date of providing services; the Health Authority may authorize an electronic signature method for signing prescribed forms.

2. Documentation that the applicant has received education specified in by this Chapter;

3. A letter of consent signed by a body artist certified by the Department, a copy of the Body Artist Certification of the sponsoring artist, and a copy of the Body Art Studio permit where the applicant will perform body art;

4. Payment of all applicable fees as determined by the Health Authority; and

5. Documentation of a Hepatitis B Virus (HBV) vaccination completion status including:

(i) Documentation of HBV vaccination;

(ii) Laboratory evidence of immunity or documentation of no response following two full HBV vaccine series;

(iii) Documentation stating the vaccine is contraindicated for medical reasons, including a dated and signed licensed health care professional's statement specifying the name of the Body Artist applicant or employee and that the vaccine cannot be given; or

(iv) Signed certificate of vaccination declination of HBV as required by OSHA.

(c) An applicant shall not receive more than two seven-day Guest Body Artist Permits during a thirty-day period.

(12) Decertification and Denial.

(a) The Department may deny or revoke the certification of any person for one or more of the following reasons:

1. Failure to comply with this Chapter;
2. A material misrepresentation or omission on any application for certification or renewal;
3. Failure to pay certification or renewal fees;
4. A civil judgement based on conduct related to the Body Art industry; or
5. Such other conduct, as in the opinion of the Department, would render certification of the person a threat to the health or safety of the public.

(b) The Department may, in its discretion, impose a lesser sanction where the circumstances of the violation do not merit revocation of the certification, including suspension or probation on specific terms.

(c) Disciplinary Procedure.

1. The Department may, but is not required to, refer information concerning a certified person to the Body Art Advisory Committee, if established. The Committee shall review the evidence and make a recommendation to the Department.

2. The Department shall give written notice of any disciplinary action taken pursuant to this regulation by certified mail or statutory overnight delivery to the last known address of the person or entity. The notice shall set forth the facts which support disciplinary action.

3. Upon request made in writing and received by the DPH Office of General Counsel no later than twenty days after the written notice of disciplinary action is mailed, the Department shall refer the matter to the Georgia Office of Administrative Hearings for hearing in accordance with its rules. The burden of proof shall be on the person or entity seeking the hearing.

4. Effective date of disciplinary action.

(i) All disciplinary actions by the Department are effective twenty days after the certified person's receipt of the notice, unless otherwise specified in the notice, or unless the certified person makes a timely request for a hearing.

(ii) Upon a written finding set forth in the notice of disciplinary action that the public safety, health, and welfare imperatively require emergency action, the suspension of the certification shall be effective immediately upon issuance of the notice.

5. Upon request for exculpatory, favorable, or arguably favorable information relative to pending allegations involving disciplinary action, the Department shall either furnish such information,

indicate that no such information exists, or provide such information to the hearing officer for *in camera* inspection pursuant to O.C.G.A. § 50-13-18 (d)(2).

Authority: O.C.G.A. §§ 31-40-2; 31-40-3; 31-40-4; 50-13-13; 50-13-18.

511-3-8-.08 Client Files

- (1) Every Body Art Studio shall require that each client complete an application, client evaluation and informed consent form approved by the Health Authority prior to having any body art activity performed upon or to their body. All records required by this Rule may be kept in digital or print form.
- (2) The application shall contain a minimum of the following:
 - (a) Name;
 - (b) Date of birth;
 - (c) Copy of government issued identification (ID);
 - (d) In the case of piercings for a minor client, the parent or legal guardian's government issued ID, proof of parentage or legal guardianship through a certified copy of a birth certificate or court order of guardianship respectively, state-issued photo ID or other Health Authority approved ID for the minor client, and the written consent to conduct the contemplated Body Art activity to be performed upon the minor client;
 - (e) A brief description and location of the Body Art procedure to be performed;
 - (f) The phone number of the Health Authority and instructions for the client, or in the case of a minor client, the minor client and parent or legal guardian, to contact the Health Authority with any complaint, question or concern regarding safety, sanitization, or sterilization procedures;
 - (g) The name and certification number of the Body Artist who is to conduct the Body Art on the client or minor client;
 - (h) Signature of the client or, in the case of a minor client, the signature of the client's parent or legal guardian signed in the presence of the Body Artist;
 - (i) A statement by the client attesting that he or she is not under the influence of alcohol or drugs;
 - (j) The signature of the Body Artist; and
 - (k) The dates of all signatures.

(3) The Body Art Studio shall complete a client evaluation to ensure that the client inform the Body Artist of any known chronic medical or communicable conditions, including, but not limited to the following:

(a) History of diabetes or any disorder or medication that affects the neurological or immune system in fighting infection;

(b) Bloodborne conditions such as Hepatitis B, Hepatitis C, HIV;

(c) History of hemophilia or any other blood clotting abnormalities;

(d) History of skin disease, skin lesions, or skin sensitivities to soap, disinfectants, etc.;

(e) History of allergies or adverse reactions to pigments, dyes, or other skin sensitivities;

(f) History of epilepsy, seizures, fainting or narcolepsy;

(g) The taking of medications such as aspirin or other anticoagulants (such as warfarin, Xarelto™, Plavix, Eliquis™, etc.) which thin the blood and or interfere with blood clotting;

(h) History of or suspicion of adverse reaction to latex or products containing latex; and

(i) History of keloid formation.

(j) If the client is pregnant or has been pregnant in the last three (3) months; and,

(k) If the client has eaten in the last four (4) hours.

(4) The body artist must tell the client to consult a physician prior to the procedure if they have any concerns related to the evaluation questions outlined in (3).

(5) The Body Artist shall inform the client, verbally and in writing that the health conditions outlined in (3) may increase health risks associated with receiving a body art procedure.

(6) If the client refuses to disclose the information in (3) of this subsection, then the Body Artist shall require the client to sign a form stating that the client was asked to provide the information and refused.

(7) The client must sign an informed consent form that includes but not limited to the following:

(a) Client is voluntarily obtaining services of their own free will and volition;

(b) Client has had the opportunity to read and understand the documents presented to them;

(c) Client has the ability to ask questions about the procedure; and

(d) Client has received and understands written and verbal aftercare.

(8) For each client, proper records of identification, an application, client evaluation, and informed consent form shall be kept, in digital or print form, and retained for a minimum of three years. Records must be kept on premises for a minimum of one year. All three years of records must be available to the Department or Health Authority upon request. The files must be stored in a manner that prohibits access from unauthorized personnel.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.09 Minimum Design Standards

(1) A studio shall provide work areas separate from observers or visitors. An individual body artist shall not perform body art procedures simultaneously on different clients.

(2) There shall be adequate floor space for each work area in the studio. At a minimum, an adequate area includes space for all items required by this Chapter, such as a handwashing sink, a waste receptacle, and a sharps container, as well as space for the Body Artist to safely perform body art procedures.

(a) Work areas must be separated from lobby and waiting areas by nonabsorbent curtains, knee walls, or other partitions approved by the Health Authority.

(b) Floors shall be nonabsorbent and easily cleanable.

(c) Work areas shall provide privacy, if desired by the client, by means of nonabsorbent curtains or similar approved partitions.

(d) If body art procedures are conducted in an environment where airborne particulates are of concern (including but not limited to hair and nail salons), the body art procedures shall take place behind a floor-to-ceiling partition or in a separate room.

(3) A Body Art Studio shall have a cleaning room to be used exclusively for the cleaning, disinfection, and sterilization of instruments.

(a) The cleaning room shall have a separate stainless-steel instrument sink reserved only for instrument disinfection activities and shall be equipped with hot and cold running water. Sink shall have smooth welds and joints, be free of breaks and open seams, and be easily cleanable.

(b) The cleaning room shall be separated from any other area in the studio by means of doors, nonabsorbent curtains, or similar approved partition extending from floor to ceiling or a height of at least eight feet and must be labeled to prevent clients from entering the room.

(c) The cleaning room shall be equipped with an ultrasonic cleaning unit and a Class B or S medical grade autoclave or another approved autoclave. The autoclave shall be used to sterilize all non-disposable and reusable body art equipment.

- (d) The instrument sink, ultrasonic cleaning unit, and autoclave shall each be separated by a minimum distance of forty-eight inches unless using a splashguard approved by the Health Authority.
- (e) The cleaning room walls, floors, doors, windows, skylight, and other components shall be constructed of smooth, nonabsorbent, durable material and be maintained in good repair.
- (f) The requirement for a cleaning room with an ultrasonic cleaning unit and autoclave may be waived by the Health Authority if the studio only stores and uses commercially purchased sterile single-use disposable body art tattoo instruments.
- (4) Hand washing facilities shall be provided within 30 feet of each workstation and must be fully accessible in an unobstructed pathway. Additional hand sinks may be placed at the discretion of the Health Authority if warranted. Hand washing facilities will also be made available in the cleaning rooms. These are in addition to the required sinks in toilet rooms. Studios that are open and operating on the effective date of this Chapter will be required to have one hand wash sink that is available by an unobstructed pathway within thirty feet of each work area not to include any hand wash sinks in toilet rooms.
- (5) Hand washing sinks and instrument sinks shall be used for those intended purposes only.
- (6) At least one service sink or one curbed cleaning facility equipped with a floor drain shall be provided and conveniently located for the cleaning of mops or similar wet floor cleaning tools and trash cans and for the disposal of service water and similar liquid waste. After the effective date of this Chapter, mop sinks will be required upon renovation to any existing studio or any major plumbing renovation.
- (7) The use of common towels and cloths for any purpose is prohibited.
- (8) Sanitary Facilities and Controls.
- (a) Enough potable water for the needs of the Body Art Studio shall be provided from a public water system, or from an approved nonpublic water system that is constructed, maintained, and operated according to applicable state or local codes as amended.
- (b) Non-Public Water Supply – Approved Wells.
1. Water from a non-public water system shall follow guidelines established in the Georgia Department of Natural Resources, Environmental Protection Division (EPD) Memorandum of Understanding for Non-Public Water Supplies.
 2. Sampling Report. The most recent sample report for the non-public water system shall be retained on file in the Body Art Studio and results must be forwarded to the Health Authority.
- (c) Sewage. All sewage, including liquid water, shall be disposed of by a public sewage system or by an approved on-site sewage disposal system.

(d) Plumbing. Plumbing shall be sized, installed, and maintained according to law, state and local code. There shall be no cross-connection between the potable water supply and any other water supply or other possible source of contamination.

(9) Toilet Facilities.

(a) There shall be a minimum of one restroom containing a toilet and a handwash facility readily accessible to any Body Artist or client that does not require passage through a cleaning room and work area with the exception that access through such areas may be allowed if the risk of contamination is determined to be minimal.

(b) Toilet rooms. Toilet rooms opening directly into work or client waiting areas shall be completely enclosed and shall have tight-fitting, solid self-closing doors, which shall be closed except during cleaning or maintenance.

(c) All toilet rooms shall have sufficient mechanical ventilation to keep them free of excessive heat, steam, condensation, vapors, obnoxious odors, smoke, and fumes.

(d) Toilet fixtures. Toilet fixtures shall be kept clean and in good repair. A supply of toilet tissue shall always be provided at each toilet. Easily cleanable receptacles with trash liners shall be provided for waste materials. Toilet rooms shall have at least one covered waste receptacle.

(10) Handwash Facilities.

(a) Handwash facilities shall be designed, installed, and maintained according to law, state and local code.

(b) Each handwashing sink shall be equipped to provide hot water at a temperature of at least 100°F (38 °C). Hot and cold water shall be tempered by means of a mixing valve or combination faucet. Any self-closing, slow-closing, or metering faucet used shall be designed to provide a flow of water for at least twenty seconds without the need to reactivate the faucet.

(c) A soap dispenser and a supply of antiseptic, hand-cleaning soap or detergent shall be available at each handwash facility. A fully covered or enclosed towel dispenser with a supply of single use sanitary towels shall be conveniently located near each handwash facility. Easily cleanable waste receptacles with self-closing lids with hands-free controls shall be conveniently located near the hand washing facilities.

(d) Sinks, soap dispensers, paper towel dispensers, and all related fixtures shall be kept clean, in good repair, and supplied at all times.

(11) Solid Waste.

(a) Non-Biomedical Waste Containers.

1. Garbage and refuse shall be kept in durable, easily cleaned containers that do not leak and do not absorb liquids.

2. All outside refuse containers shall be covered and maintained.

3. Containers used in work areas shall be kept covered when not in use. At least one waste receptacle shall be provided in each artist area. Receptacles in the body artist area shall be emptied daily or more if necessary. Solid waste shall be removed from the premises at least weekly or more if necessary.

4. There shall be a sufficient number of containers to hold all the garbage and refuse that may accumulate.

(b) Garbage and refuse shall be disposed of at such frequency to prevent the development of odor and the attraction of insects, rodents, or vermin.

(c) Biomedical Waste Containment.

1. Disposal of infectious waste such as blood, fluids, used inks, or other liquid waste may be deposited directly into a drain connected to an approved sewer system or on-site sewage system via a sink dedicated to that purpose.

2. Containment of biomedical waste shall be in a manner and location which affords protection from animals, rain, and wind, does not provide a breeding place or a food source for insects and rodents, and minimizes exposure to the public.

3. Biomedical waste shall be segregated by separate containment from other waste at the point of origin.

4. Biomedical waste, except for sharps, shall be placed in containers which are impervious to moisture and have strength sufficient to preclude ripping, tearing, or bursting under normal conditions of use. The containers shall be securely closed so as to prevent leakage or expulsion of solid or liquid wastes during storage, handling, or transport.

5. Sharps shall be contained for storage, transportation, treatment, and subsequent disposal in leak-proof, rigid, puncture-resistant containers which are taped closed or tightly lidded to preclude loss of contents.

(i) Rigid containers of discarded sharps and all other disposable containers used for containment of biomedical waste shall be red or orange in color and clearly identified with the universal biohazard symbol or clearly marked with the word "Biohazard."

(ii) Biomedical waste contained in disposable containers as prescribed above shall be placed for storage, handling, or transport in disposable or reusable pails, cartons, boxes, drums, or portable bins. The containment system shall have a tight-fitting cover and be kept clean and in good repair. The containers may be of any color and shall be conspicuously labeled with the universal biohazard

symbol and the word "Biohazard" on the sides so as to be readily visible from any lateral direction when the container is upright.

(iii) Reusable containers used for shipment of biomedical waste shall be thoroughly washed and decontaminated each time they are emptied. Reusable pails, drums, dumpsters, or bins used for containment of biomedical waste shall not be used for other purposes.

(iv) Sharps container must be placed within arm's reach and below eye level at their point of use.

(12) Physical Facilities, Floors, Walls, Ceilings, and Attached Equipment: Floors, walls, ceilings, and attached equipment and decorative materials shall be kept clean and maintained in good repair.

(a) Floors.

1. Floors and floor coverings of all work areas, dressing rooms, locker rooms, toilet rooms and vestibules shall be constructed of smooth, nonabsorbent, hard durable material and maintained in good repair.

2. The floor and cove base/joint shall be properly sealed.

3. Carpeting is allowed in the lobby area only and shall be of closely woven construction, properly installed, easily cleanable, and maintained in good repair.

(b) Walls and Ceilings.

1. Maintenance. Walls and ceilings, including doors, windows, skylight, and similar closures shall be constructed of durable, easily cleanable material and be maintained clean and in good repair.

2. Attachments. Light fixtures, vent covers, wall-mounted fans, and similar equipment attached to walls and ceilings shall be easily cleanable and maintained in good repair.

(13) Lighting.

(a) Permanently fixed artificial light sources shall be installed to provide at least fifty-foot candles of light on all work area surfaces and at equipment washing work levels.

(b) Permanently fixed artificial light sources shall be installed to provide at a distance of thirty inches from the floor at least ten-foot candles of light in all other areas.

(14) Ventilation. All rooms shall have sufficient ventilation to keep them free of excessive heat, steam, condensation, vapors, obnoxious odors, smoke, and fumes.

(15) Poisonous or Toxic Materials.

(a) Materials permitted. There shall be present in the Body Art Studio only those poisonous or toxic materials necessary for maintaining the studio and cleaning or sanitizing equipment, as well as controlling insects and rodents.

(b) Labeling of materials. Containers of poisonous or toxic materials shall be prominently and distinctly labeled according to law for easy identification of contents and approved for intended use.

(c) Toxic items shall be separated from other materials used in body art procedures by way of a closed cabinet or separate room.

(d) Spray bottles labeled with contents may be used for the purpose of cleaning but not for body art procedure preparation.

(16) Premises.

(a) Body Art Studios shall be kept neat, clean, and free of litter and rubbish.

(b) Only articles necessary for the operation and maintenance of the Body Art Studio shall be stored on or within the studio. Lockers or other designated area will be provided for such personal items as purses, jackets, medications, etc.

(c) Aisles and working spaces. Aisles and working spaces between units of equipment and walls shall be unobstructed and of sufficient width to permit body artists and employees to perform their duties readily without contamination of equipment or operational surfaces by clothing or personal contact.

(d) The premises shall be kept in such condition as to prevent the entrance, harborage, or feeding of insects, rodents, or vermin.

(17) Equipment and Instruments.

(a) Materials.

1. Multi-use equipment and instruments shall be constructed and repaired with safe materials, including finishing materials; they shall be corrosion-resistant and nonabsorbent; and they shall be smooth, easily cleanable, and durable under conditions of normal use. Single-service articles shall be made from clean, sanitary, and safe materials.

2. Re-use of single-service articles is prohibited.

(b) Design and Fabrication.

1. General. All equipment and instruments, including plastic ware, shall be designed, and fabricated for durability under conditions of normal use and shall be resistant to denting, buckling, pitting, and chipping.

(i) Body art operational surfaces shall be easily cleanable, smooth, and free of breaks, open seams, cracks, chips, pits, and similar imperfections, as well as free of difficult to clean internal corners and crevices.

(ii) Sinks and drain boards shall be self-draining.

2. Operational surfaces. Surfaces of equipment not intended as operational surfaces, but which are exposed to splash or debris or which otherwise require frequent cleaning, shall be designed, and fabricated to be smooth, washable, free of unnecessary ledges, projections, or crevices and readily accessible for cleaning. Such surfaces shall be of material and in such repair as to be easily maintained in a clean and sanitary condition.

3. Needles, needle assembly with bar, dyes, or pigments shall be designed and manufactured for the sole purpose of body art.

Authority: O.C.G.A. § 31-40-5.

511-3-8-10 Furnishings and Fixtures

(1) Furnishings of the Body Art Studio shall be maintained in good condition, intact, and functional. Furnishings should be made of or covered in a material that is easily cleanable and non-absorbent.

(2) All surfaces in the work area that could potentially be contaminated during a procedure must be non-porous to allow for proper cleaning. This includes but is not limited to worktables, chair mats and bases, shelving, and counters.

(3) Worktables and chairs shall be provided for each body artist workstation.

(a) All exposed surfaces of all worktables and chairs shall be constructed of material which is smooth, nonabsorbent, corrosive resistant, and easily sanitized.

(b) All exposed surfaces of worktables and chairs shall be sanitized with an EPA registered disinfectant approved by the Health Authority after each use and between clients.

Authority: O.C.G.A. § 31-40-5.

511-3-8-11 Supplies

(1) Bulk single-use articles shall be commercially packaged and handled to protect them from contamination. These articles shall be stored in an area separate from the work area and toilet facilities.

(2) All materials intended for single-use application to the human skin shall be from single-use containers and shall be disposed of after each use.

(3) Cabinets and closed, sealable containers for the storage of instruments, pigments, single use articles such as gloves, ink caps, carbon, or stencils, shall be provided for each body artist and shall be maintained in a sanitary manner which protects them from contamination.

(4) Minimum supplies of a studio. Each workstation is to be equipped or stocked with enough of the following items:

(a) Body Tattooing Studios shall have packaged, single use, pre-sterilized needle assembly with bar and sterilized needle tubes;

(b) Body Piercing Studios shall have packaged, single-use, pre-sterilized needles, sterilized needle tubes, sterilized forceps, and sterilized hemostats; single-use pens or equivalent instruments. Piercing Studios may sterilize equipment at point of use if they have a cassette autoclave.

(c) Extra packages of disposable towels other than the package that is being used;

(d) Extra boxes of medical grade disposable gloves other than the box being used; and

(e) An extra supply of bandages, ointment or gel, and antimicrobial soap.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.12 Health and Hygiene

(1) With the exception of a plain ring such as a wedding band, jewelry on the hands and wrists of a body artist, such as watches, rings, or bracelets, shall be removed prior to the start of the body art procedure.

(2) Prior to the procedure, the artist shall inspect their hands for hangnails, small cuts, sores, and abrasions. If a cut, sore, or abrasion is detected, a bandage shall be applied for added protection before gloving. The artist shall trim fingernails to ensure gloves are not punctured. Recent tattoos or piercings in the healing process shall also be properly covered to prevent any bodily fluid transfer.

(3) Use aseptic technique. Thorough hand washing is essential after client contact, after handling blood and body fluids, after wearing gloves, and prior to exiting the work area.

(4) The artist must thoroughly wash their hands in hot, running water with soap, then rinse hands and dry with disposable paper towels before and after performing body art procedures; anytime there is an interruption in body art procedure that requires the artist to remove and replace gloves; after using the restroom; and after touching their face, hair or other areas.

(5) Medical grade, single-use, disposable gloves labeled for surgical, or examination purposes shall be worn when coming in contact with the client and during the body art procedure. Gloves

shall be changed and properly disposed of each time there is an interruption in the body art procedure, the gloves become torn or punctured, or whenever their ability to function is compromised. Under no circumstances shall a single pair of gloves be used on more than one individual. Vinyl gloves are not allowed.

(6) A body artist shall maintain the highest degree of personal cleanliness, conform to standard hygienic practices, and wear clean clothes when performing body art procedures. Single-use aprons, smocks, or sleeve covers are acceptable. Open-toed shoes or shoes with holes shall not be permissible.

(7) The skin of the artist shall be free of rash, open lesions, or infection. No artist affected with boils, infected or open wounds or sores, abrasions, weeping dermatological lesions, fever, vomiting, diarrhea, or acute or chronic cough or respiratory infection shall work in any area of a Body Art Studio in any capacity in which there is a likelihood that the individual could contaminate body art equipment, supplies, working surfaces with body substances or pathogenic organisms or expose other staff or clients to infections.

(8) Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. All body artists and employees shall be trained in universal precautions and present documentation of yearly training upon request.

(a) The body artist should assume that all human blood, plasma, serum, body fluids and tissues are contaminated with Human Immunodeficiency Virus (HIV) and/or Hepatitis viruses (e.g., HBV, HCV).

(b) The most susceptible route of occupational infection for HIV, HBV, and HCV is by accidental needle sticks, but may include contamination of the mucous membranes, or through broken, abraded, or irritated skin. Use appropriate caution and maximum protection to prevent such contact.

(c) Proper decontamination procedures, emergency biohazard spill management, and proper use of biosafety equipment shall be utilized.

(d) Use aseptic technique. Thorough hand washing is essential after client contact, after handling blood and body fluids, after wearing gloves, and prior to exiting the work area.

(e) Infectious material spills shall be cleaned using an EPA registered disinfectant and following universal precautions.

(f) Clean all work areas and equipment used in handling human biohazardous materials with an EPA-registered disinfectant when concluding work to protect personnel from accidental infection.

(g) Eating, drinking, use of tobacco products, and applying cosmetics or lip balm are not permitted in the area where body art preparations or procedures are performed and any location

where instruments or supplies are stored or cleaned. Exceptions may be made for the purpose of rendering first-aid.

- (h) All procedures shall be performed carefully to minimize the creation of aerosols.
- (i) Employees and body artists shall report all work-related accidents, incidents, and unexplained illness to their supervisor immediately.
- (j) Soiled gloves shall be removed in a manner to minimize the risk of self-contamination or cross-contamination after each operation and prior to contacting work surfaces, doorknobs, wall switches, or telephones. Dispose of used gloves in a bagged trash container.
- (k) Food storage cabinets or refrigerators shall be located outside the work area.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.13 Instrument Cleaning and Sterilization

- (1) An ultrasonic cleaning unit and operational Class B or S medical grade or other approved medical-grade autoclave is required and shall be provided in each Body Art Studio unless the use of pre-sterilized items and equipment or single-use items has been approved by the Health Authority.
- (2) Ultrasonic cleaning units used for cleaning instruments shall be clearly labeled "biohazardous" and shall be operated in accordance with the manufacturer's recommendation.
- (3) The ultrasonic cleaning unit and medical-grade autoclave shall be used and maintained according to manufacturer's specifications. Each ultrasonic cleaning unit and medical-grade autoclave shall be emptied and thoroughly cleaned and disinfected as per manufacturer's recommendations. Ultrasonic cleaning unit and medical-grade autoclave maintenance records must be maintained for two years and be made available upon request.
- (4) Used non-disposable instruments shall be kept in a separate puncture-resistant container and soaked in a protein-dissolving detergent-enzyme cleaner until cleaned. The solution shall be changed as recommended by the solution manufacturer. The cleaning method shall include the following:
 - (a) Employees and body artists shall use personal protective equipment, protecting their eyes, nose, mouth, and hands while cleaning instruments and follow manufacturer's safety precautions for any chemicals used. Instruments shall be completely disassembled and pre-scrubbed prior to being placed into an ultrasonic cleaning unit. The ultrasonic unit must be sealed and covered when in use to protect from aerosolization.
 - (b) After removal from the ultrasonic cleaning unit, rinsed in clean water and air dried.

(c) Prior to being placed in the autoclave, all equipment shall be bagged, labeled as to its contents, initialed, dated and sealed. If multiple autoclaves are in use, the autoclave used must be designated on the packaging.

(d) Instruments shall be packed individually in sterilization packs and sterilized in a medical-grade autoclave. All sterilized packs shall contain either a sterilization indicator or internal temperature indicator and marked with the date of sterilization. Sterilized instruments may be stored for use up to one year, as long as the integrity of the packaging has not been compromised.

(e) Each autoclave bag must be used in accordance with the manufacturer's recommendations and may hold no more than one individual item. A piercing set may be bagged together.

(5) After sterilization, the packaged instruments shall be stored in a clean dry cabinet or other tightly covered container reserved and labeled for storage of sterile instruments.

(6) If a sterilized package has been breached or allowed to get wet, the instruments must be re-packaged and sterilized again before use.

(7) A log of sterilization procedures shall be maintained near the sterilizing equipment. Included in the log, shall be type of load, quantity of load, temperature, pressure, and length of sterilizing time.

(8) Spore tests shall be used at a minimum frequency of every 40 hours of operation of the autoclave but not less than on a monthly basis unless the manufacturer specifies more frequent monitoring. Records of the results must be kept for a minimum of three years. An independent commercial testing laboratory contracted by the permit owner or body artist, or both shall perform biological spore testing of the autoclave. A provision shall be included in the contract with the commercial testing laboratory requiring the body art studio to notify the Health Authority of any failure of the autoclave to eradicate all living organisms, including spores.

(9) Upon notification of a positive microbiological monitoring report, the autoclave shall be immediately checked for proper use and function and the permit owner shall cease use of the autoclave immediately upon receipt of the positive report. Any items remaining bagged after sterilization must be reprocessed and sterilized by a medical-grade autoclave approved for use prior to return to service. A negative biological test and passing a Class 5 integrating indicator must be achieved before the autoclave can be used again and the studio is reopened. The studio shall have the option to obtain a properly functioning sterilizer with a negative biological report in order to remain open or if the studio has more than one autoclave in operation, they may be given approval to remain open. The Body Art Studio's standard operation procedure should include an emergency plan should an autoclave failure or malfunction occur.

(10) Any item or instrument used for body art that is contaminated during the procedure shall be discarded and replaced immediately with a new disposable item or a new sterilized instrument or item before the procedure resumes.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.14 Dyes and Pigments

(1) All dyes or pigments used in tattooing shall be from commercial professional suppliers specifically manufactured as dyes or pigments only for the tattooing of human skin and shall be used according to the manufacturer's instructions. Products banned or restricted by the Food and Drug Administration are prohibited.

(2) All ink shall be handled using the following protocol:

(a) Bulk containers of ink shall not be used for longer than the manufacturer's expiration date.

(b) Inks and pigments can be stored in workstations or in an approved location and must be properly stored to prevent contamination.

(c) Containers of ink may only be handled while wearing clean medical grade gloves.

(d) The tops of containers of ink must be disinfected prior to dispensing. After dispensing, the containers must be disinfected and immediately returned to their approved storage location before any tattoo procedures begin.

(e) All ink must be dispensed into approved single use containers.

(3) In preparing or mixing of dyes or pigments, only nontoxic materials shall be used. Dyes or pigments shall be mixed and placed in individual single-use containers.

(4) After tattooing, the remaining unused dye or pigment in the single-use container shall be properly discarded along with the container.

(5) The Safety Data Sheets of all inks must be available for client review to assess any possible allergic reaction to ingredients.

(6) Dyes and pigments shall be mixed only with distilled or sterile water.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.15 Tattoo Procedures

(1) Medical grade disposable gloves shall be worn during the preparation of equipment for a tattoo procedure and during the procedure. Vinyl gloves are not permissible.

(2) Before the procedure begins, all instruments to be used during the tattooing must be placed on a medical grade absorbent liner which must be placed on a disinfected surface.

- (3) Only a commercially packaged, single-use, pre-sterilized needle assembly with bar shall be used and disposed of immediately after use into a puncture-resistant, or disposable biohazard container. Expired, breached needle packages or needle packages that have become wet may not be re-sterilized and must be discarded.
- (4) Sterilized instruments shall remain in sterile packages until opened in front of the client.
- (5) Any part of a tattooing machine that may be touched by the artist during the procedure shall be covered with a disposable plastic sheath that is discarded after each procedure and the machine shall be disinfected.
- (6) A clip cord sleeve and barrier film shall be used over exposed electrical cords or other approved cleaning and disinfection methods demonstrated to prevent contamination.
- (7) All devices used to apply pigments must be designed and used to prevent backflow of pigments into the machine. Needle cartridges must have a membrane.
- (8) Single-use towels or gauze shall be used in preparing the site to be tattooed and shall be disposed of after use on each client.
- (9) If shaving is necessary, single-use disposable razors shall be used and discarded into a puncture-resistant container between clients and as otherwise needed.
- (10) After shaving the area to be tattooed, or if the area does not need to be shaved, the site of the tattoo shall be thoroughly cleaned with an antimicrobial solution used in accordance with the manufacturer's label instructions.
- (11) When a workstation rinse cup is used alone, the cup and solution shall be disposable and discarded after each client.
- (12) If squirt bottles are used to dispense liquids, the liquid shall be applied onto a single use wipe rather than directly onto the client.
- (13) Single-use ointment tubes, applicators, and supplies shall be discarded after each tattoo application.
- (14) When a paper stencil is used by a tattoo artist for transferring the design to the skin, it shall be single-use and disposable. The use of roll-on or stick deodorants for tattoo site preparation is prohibited.
- (15) The stencil shall be applied with antimicrobial soap, or a Health Authority approved product dispensed from a container in a manner that does not contaminate the unused portion.
- (16) When the design is drawn directly onto the skin, autoclavable, pre-sterilized pens shall be used, or single-use, non-toxic pens or markers shall be used and discarded after each use.

(17) The completed tattoo shall be washed with a single-use towel saturated with an antimicrobial solution.

(18) A sterile bandage or dressing shall then be applied to the finished tattoo. For procedures such as “permanent makeup”, “microdermapigmentation”, “micropigment implantation”, “microblading”, “microshading”, “micro-needling with the use of pigment”, cosmetic tattooing or any other similar procedures, the use of a sealed or non-sticking wrap or dressing is not required.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.16 Piercing Jewelry

(1) Client and the body piercer should have appropriate size and quality jewelry chosen before the procedure begins.

(2) Jewelry used in piercing shall meet the requirements of DPH Rule 511-3-8-.04(45)(a) - (k) and consist of a material rated by the ASTM or the ISO as being suitable for permanent surgical implant, such as stainless steel, titanium, niobium, solid platinum, or a dense low porosity plastic such as Tygon or PTFE. Copies of the jewelry manufacturer’s documentation which verify compliance with standards must be available for inspection on request. Solid 14 karat or higher, white, or yellow nickel-free gold may also be used. Purity verification must be available for inspection on request.

(3) The jewelry must be free of nicks, scratches, or irregular surfaces.

(4) All jewelry must be properly sterilized prior to use in a medical grade chamber or cassette autoclave. Any two-piece or multi-piece jewelry that is screwed or pieced together must be separated prior to sterilization. Pre-sterilized jewelry is allowed if documentation is provided from the manufacturer stating all parts of the jewelry is pre-sterilized.

(5) Should jewelry become contaminated during the piercing process, a sterile piece of jewelry must be used, or re-sterilization must occur prior to use.

(6) Ear studs or other jewelry designed for ear lobe piercing are not appropriate jewelry for other body parts and shall not be used for any other purpose.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.17 Body Piercing Procedures

(1) Medical grade disposable gloves shall be worn during the preparation of equipment for a piercing procedure and during the procedure. Vinyl gloves are not permissible.

(2) Before the procedure begins, all sterilized instruments to be used in the body piercing must be placed on a medical grade liner that is placed on a disinfected surface. Any nonsterilized

equipment may be sterilized in a medical grade cassette autoclave before the procedure begins and kept in the cassette.

(3) Single use sterilized piercing needles shall be used and disposed of immediately after use into a puncture-resistant or disposable biohazard container.

(4) No approved tool may be modified and used for anything other than its intended use as per the manufacturer's recommendations.

(5) Pre-sterilize all reusable equipment such as forceps, hemostats, calipers, and tubes in sealed, properly labeled, sterile indicator bags. These items are to be used only on one person in one sitting. After one such use, they must be cleaned in an ultrasonic cleaner, placed in sealed indicator bags, properly labeled, autoclaved, and stored in sterile indicator bags.

(6) Sterilized instruments shall remain in sterile packages until opened in front of the client.

(7) Single-use towels or gauze shall be used in preparing the piercing site and shall be disposed of after use on each client.

(8) If shaving is necessary, single-use disposable razors shall be used and discarded into a puncture-resistant container between clients and as otherwise needed.

(9) After shaving the area to be pierced, or if the area does not need to be shaved, the piercing site shall be thoroughly cleaned with an antimicrobial solution used in accordance with manufacturer's label instructions.

(10) In the case of oral piercings, the operator shall provide the individual with antimicrobial mouthwash in a single-use cup and shall ensure that the individual utilizes the mouthwash provided and rinses based on the manufacturer's label instructions prior to the procedure. In the case of a lip, labret, or cheek piercing, procedures described in this section for both skin and oral piercings shall be followed.

(11) If piercing a minor, the legal parent or guardian that signed the application must be in the procedure area while the minor is receiving the piercing.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.18 Body Art After Care

(1) Verbal and written instructions reviewed and approved by the Health Authority for the care of the body art procedure site shall be provided to each client by the artist upon completion of the procedure.

(a) The written instruction shall include, at a minimum: what to do, what to avoid, suggested care solutions/over-the-counter balms or treatments, cleaning instructions, and what to look for during the healing process.

(b) The written instructions shall advise the client to consult a healthcare provider at the first sign of infection and will contain the name, address, and phone number of the studio.

(c) The instructions will also list the name, address, and phone number of the Health Authority.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.19 Disinfection of Workplace

(1) Each Body Art Studio must be kept clean and sanitary. The owner must develop and implement a written cleaning schedule that includes appropriate methods of decontamination and tasks or procedures to be performed.

(2) This written schedule must be based on the location within the studio, the type of surfaces to be cleaned, type of possible contamination present, the tasks, or procedures to be performed, and their location within the studio.

(3) The following procedures should be adhered to:

(a) A Body Artist shall only conduct body art activities under sanitary conditions.

(b) Clean and sanitize all equipment and work surfaces with an appropriate EPA-registered disinfectant after completion of the body art procedures and at the end of the work shift or when surfaces have become contaminated since the last cleaning.

(c) Remove and replace protective coverings after each body art procedure.

(d) Inspect and sanitize, on a daily basis, reusable receptacles such as bins, pails, and cans that have the likelihood of becoming contaminated. When contamination is visible, clean and sanitize receptacles immediately.

Authority: O.C.G.A. § 31-40-5.

511-3-8-.20 Disposal of Biomedical Waste

(1) Needles, razors, or other sharp instruments used during body art procedures, shall be placed in puncture-resistant, closed containers immediately after use, handled and disposed of according to the provisions of this Chapter.

(2) Used needles shall not be purposely bent or broken, or otherwise manipulated by hand to prevent needle sticks or injury and exposure to blood or body fluids.

(3) Containers of sharp waste shall be sent to a facility where they are either incinerated, rendered non-hazardous, or deposited in a landfill approved to accept biomedical waste in

ACKNOWLEDGED AND AGREED:

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

CANDLER COUNTY SCHOOL DISTRICT

By: Craig W. Lanier
Chairman, Board of Education

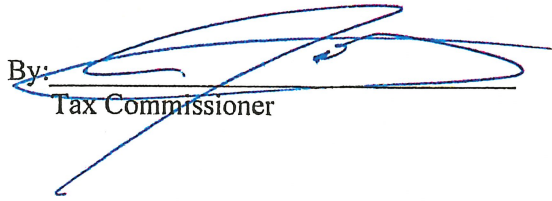
Attest: Fred Z
Secretary

(SEAL)

ACKNOWLEDGED AND AGREED:

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

TAX COMMISSIONER OF CANDLER COUNTY

By: 
Tax Commissioner

ACKNOWLEDGED AND AGREED:

The undersigned acknowledges this Agreement and agrees to the provisions hereof that are applicable to it.

CANDLER COUNTY BOARD OF TAX ASSESSORS

By: Cheyenne Lanier
Chief Appraiser



HANNAH M. MULLINS
 Executive Director
 hannah@selectcandler.com
 cell: 912.314.4565
 office: 912.685.4950

December 21, 2023

Re: Project Cool-It Incentives

Dear Project Partners:

The Candler County Industrial Authority (CCIA) is honored to be considered in your expansion opportunity in Southeast Georgia. In the following letter, you will be provided with a proposal of incentives we are prepared to offer your organization.

The CCIA offers this incentive package based on the following project details provided thus far.

1. **Facility Specs**
 - a. 106,700 sq. ft. (Doowon)
 - b. 35,600 sq. ft. (Leehan)
 - c. 14.2 acres (Lot 5 as seen in attachment)
2. **Capital Investment (Doowon)**
 - a. Total \$30,780,000
 - i. Real Property \$17,880,000
 - ii. Personal Property \$12,900,000
3. **Employment & Wages**
 - a. **Employment**
 - i. Approximately 200 new positions
 - b. **Wages**
 - i. Wages ranging from \$20/hour to \$43/hour
 - c. **Types of Jobs – Office (26), maintenance (6), Assembly (82), Injection (4), Mold (2), Material (5), Shipping (8), Quality (8), Inspection (2), Warehouse (4), New Line Assembly 2028-2029 (53)**
 - d. **Benefits Offered – PTO, Paid holidays, 401k, insurance (health, dental, vision),**
 - e. **Timeline to Phase Jobs In**
 - i. 9 jobs in 2025
 - ii. 100 jobs in 2026
 - iii. 107 jobs in 2027
 - iv. 150 jobs in 2028
 - v. 200 jobs in 2029

The following incentives are proposed estimates and are valid for 90 days from the date of this proposal. Please note the millage rate will change January 2024, so the abatement estimates will need to be adjusted. If the offer is accepted, the real state purchase and bonds must be closed prior to June 30, 2024. In the event the property and bonds cannot be closed by that date, the CCIA will need to re-evaluate the project and provide a new proposal at that time. The CCIA's proposal is based on the aforementioned information provided by the company and will be subject to a Memorandum of Understanding (MOU) between the

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parties upon closing of the transaction. Due to separate entities owning the real property and personal property, two MOU documents will be required along with two separate bond transactions. The project partners are responsible for fees associated with the bond attorney, Jon Pannell, of Gray, Pannell & Woodward, LLP, Savannah, Georgia, as well as a bond fee of 1/8 of 1% of the total bond transaction payable to the CCIA.

Based on the estimated jobs, wages, and capital investment outlined above, the CCIA would like to propose the following incentives for Project Cool-It. The following values are estimates only and are always subject to fluctuation. Please keep in mind, as the project criteria changes, these incentive values and parameters are also subject to change and negotiation.

Incentive Type	Incentive Value
Property: Lot 5, 14.2 Acre Tract (see attached)	
Property Market Value \$99,500/acre	\$1,412,900
Land in Lieu of Jobs/Investment	-----
Savings Based on 14.2 acres	\$1,412,900
10-Year Tax Abatement (spreadsheet attached)	\$2,559,129
Temporary Office Space (up to 18-months for 4-5 emps)	\$45,000
City of Metter Permit Fees Waived (estimates)	
Building permit	\$40,000
Electrical Inspection	\$20,000
Foundation Inspection	\$500
Plumbing Inspection	\$3,000
Energy Inspection	\$200
City of Metter Tap Fees (estimates)	
Sewer 8"	\$10,000
Water 2" + Meter	\$7,000
Fire Hydrant Meter	Minimum \$275
TOTAL VALUE COMMUNITY INCENTIVES	\$4,098,004

The CCIA, the City of Metter, and the Candler County Board of Commissioners work as a team to assist you to keep the project moving forward as efficiently as possible. Services include, but are certainly not limited to, expedition of permits, inspections, utilities, and any other issues that could possibly arise during the project. We are with you through the entire process.

The Candler County Industrial Authority truly appreciates the opportunity to present why Business is Better in Metter. Please feel free to contact me directly with any questions, concerns, or comments. My mobile phone is (912) 314-4565 and email is hannah@selectcandler.com.

Sincerely,

Hannah M. Mullins

Hannah M. Mullins
Executive Director

Attachments (2)

EXHIBIT A

INCENTIVES LETTER FROM AUTHORITY DATED DECEMBER 21, 2023

Project COOL-IT Property Tax Schedule 10-YR

Real Property \$ 17,880,000
 Personal Property \$ 12,900,000
Total Capital Investment \$ 30,780,000

2022 Millage 38.959
 Assessment Value 40%
 Depreciation (Personal) Group 2 (8-12 Yrs)

Year	Normal Tax Schedule	Real Prop Taxes Due w/ No Abatement	Personal Prop Taxes Due w/ No Abatement	Proposed Tax Pmts No Abatement	Special Tax Schedule	Real Prop Taxes due w/ Abatement	Personal Prop Taxes due w/ Abatement	Proposed Tax Pmts W/TH Abatement
1	100%	\$ 278,635	\$ 184,946	\$ 463,581	0%	\$0	\$0	\$0
2	100%	\$ 278,635	\$ 170,874	\$ 449,509	0%	\$0	\$0	\$0
3	100%	\$ 278,635	\$ 156,802	\$ 435,437	0%	\$0	\$0	\$0
4	100%	\$ 278,635	\$ 140,720	\$ 419,355	25%	\$99,659	\$35,180	\$104,839
5	100%	\$ 278,635	\$ 126,648	\$ 405,283	35%	\$97,522	\$44,327	\$141,849
6	100%	\$ 278,635	\$ 108,555	\$ 387,190	45%	\$125,386	\$48,850	\$174,236
7	100%	\$ 278,635	\$ 88,453	\$ 367,087	55%	\$153,249	\$48,649	\$201,898
8	100%	\$ 278,635	\$ 68,350	\$ 346,984	65%	\$181,113	\$44,427	\$225,540
9	100%	\$ 278,635	\$ 56,288	\$ 334,923	75%	\$208,976	\$42,216	\$251,192
10	100%	\$ 278,635	\$ 50,257	\$ 328,892	85%	\$236,840	\$42,719	\$279,558
TOTALS		\$ 2,786,348	\$ 1,151,893	\$ 3,938,241	39%	\$ 1,072,744	\$ 306,367	\$ 1,379,111

APPROX PROPERTY TAX SAVINGS
 Real Property \$ 1,713,604
 Personal Property \$ 845,526
TOTAL \$ 2,559,129

EXHIBIT B

DESCRIPTION OF THE PREMISES

[TO BE PROVIDED]

Exhibit A – Legal Description

All that certain tract or parcel of land situate, lying and being in the 1685th G.M. District of Candler County, Georgia, being in the City of Metter, containing 14.18 acres, more or less, together with all improvements thereon as shown on that certain plat of survey dated August 17, 2020, prepared for Candler County Industrial Authority by John A. Dotson, Georgia Registered Land Surveyor, and recorded in Plat Book 27, Page(s) 46, Candler County records. Said plat and the reference thereof are incorporated herein for a more complete and accurate description.

The within described tract is bounded, now or formerly, according to the aforementioned plat as follows: North by lands of Karen Dean Roberson, by lands of Alicia Averett, by the right-of-way of Dorothy Street, by lands of Corey M. Carpenter and Barbie J. Carpenter, and by lands of Carolyn Purvis; East by lands of Candler County Industrial Authority and by the right-of-way of an unnamed street; South by the right-of-way of West Lytell Street; and West by lands of Candler County Industrial Authority and by lands of Edna P. Lanier.

This is that same property as was conveyed by that certain Limited Warranty Deed dated September 15, 2006 from Internac, Inc. to Candler County Industrial Authority, and recorded in Deed Book 231, Page(s) 123-124 Candler County records.

Subject to any and all applicable zoning ordinances, easements, restrictive covenants, and/or rights-of-ways in use or of record.

[Portion of Map & Parcel No. 037 016]

EXHIBIT C

AD VALOREM TAX ABATEMENTA. Basis for Abatement.

The Authority and the Company acknowledge that under present law, because the Project will be owned by the Authority, the Project will not be subject to *ad valorem* taxation by the State of Georgia or by any political or taxing subdivision thereof. The Company hereby agrees to make payments in lieu of the property taxes otherwise payable on the Project (the "Payments In Lieu of Taxes") to the Authority on an annual basis. If the leasehold interest of the Company should be subject to *ad valorem* taxation, then any amounts assessed as taxes thereon shall be credited against any Payments in Lieu of Taxes.

(a) Lease Year 1 for the Payment In Lieu of Taxes shall be calendar year 2026. The Payments In Lieu of Taxes shall be as follows:

<u>Calendar Lease Year</u>	<u>Payment Percentage Due (Based upon Assessed Value)</u>
1	0%
2	0%
3	0%
4	25%
5	35%
6	45%
7	55%
8	65%
9	75%
10	85%
11 and thereafter	100%

(b) Beginning in the eleventh (11th) year and thereafter, the Project will be assessed according to normal *ad valorem* property taxation rules that are applicable to privately-owned property, as determined by the Candler County Board of Tax Assessors.

(c) On an annual basis, the Company shall return the property comprising the Project for *ad valorem* taxation purposes, so as to provide the basis for the calculation of the Assessed Value of the Improvements and Equipment and the Payment in Lieu of Taxes respectively, and shall also deliver to the Authority and the Candler County Board of Assessors on or before the March 1 of each year such additional documentation and information as may be necessary in order for the respective Board of Assessors to value the Project and portions thereof.

(d) There shall be no *ad valorem* property taxes or payment in lieu of taxes for tax years after Closing but prior to Year 1.

B. Reversion to Normal Taxability.

If the option to purchase the Project is exercised by the Company upon termination of the Lease or earlier, in whole or in part, or if the Lease is otherwise terminated or expires, the Project will be taxable according to normal *ad valorem* property taxation rules that are applicable to privately-owned property.

C. Board of Assessors.

The provisions of this Agreement relative to the assessment and taxability of the Project for *ad valorem* property tax purposes are the obligation and responsibility of the Board of Assessors. By its Acknowledgement, the Board of Assessors is joining in this Agreement to acknowledge that this Agreement is consistent with applicable requirements and that the Board of Assessors intends and agrees to classify, for taxation purposes, the Company's interest in the Project under the Lease as contemplated in this Agreement. The County, the City, and the School District also acknowledge and agrees to such provisions and agrees that the County, the City and the School District shall comply with the foregoing.

EXHIBIT D

PERFORMANCE STANDARDS AND REPAYMENTCompany's Failure to Meet Jobs or Investment Goals.

If the Company has not met the hereinafter defined Jobs Goal or Investment Goal, all or a portion of the Annual Local Assistance Amount (as defined below) shall be recouped as follows:

"PERFORMANCE PERIOD" (INCLUDES ALL YEARS SCHEDULED BELOW)	INVESTMENT GOAL (CUMULATIVE)	JOBS GOAL (CUMULATIVE)
Year 1 – 2026	\$30,780,000	100
Year 2 – 2027	\$30,780,000	100
Year 3 – 2028	\$30,780,000	107
Year 4 – 2029	\$30,780,000	150
Year 5 – 2030	\$30,780,000	200
Year 6 – Year 10 (2031 – 2035)	\$30,780,000	200

The Company agrees that it shall: (1) incur capital costs relating to the Project in the amount equal to at least \$30,780,000 by December 31, 2026 (the "Investment Goal") and (2) The Company agrees that it shall employ, in connection with the operation of the Project, new full-time equivalent ("FTE") positions in the years and amount stated in the table (the "Jobs Goal").

In the event that the Company shall fail to satisfy the Compliance Threshold (as defined in Schedule A hereof) for the Goals during the term of the Lease (the "Performance Period"), the Company shall pay to the Authority an additional payment in lieu of taxes (the "Recoupment Payment") on or before March 1 in each year, commencing March 1, 2027, as more fully described in Schedule A hereof.

On or before February 1 in each year, commencing February 1, 2027, the Company shall utilize the form of Annual Report set forth in Schedule A hereof to certify to the Authority the number of jobs and amount of investment (at cost) in the immediately prior year.

For purposes of the foregoing provisions, "Annual Local Assistance Amount" means the total property tax savings afforded to the Company for each calendar year during the Performance Period. In addition to the Annual Local Assistance Amount, the Company may be

responsible for an additional payment in lieu of taxes in calendar year 2030 for the total savings to the Company for the fair market value of the Premises (the "**Site Assistance Amount**"). The Site Assistance Amount is equal to the sum of \$1,412,900, which is the agreed upon fair market value of the Premises, and the Site Assistant Amount will be calculated in calendar year 2030 in the event the Company shall fail to satisfy the Compliance Threshold.

SCHEDULE A

RECOUPMENT PAYMENTSA. Adjustment Methodology

1. In the event the Company fails to meet the Compliance Threshold (as defined below) for the Goals, the Company shall pay to the Authority an additional payment in lieu of taxes (a "Recoupment Payment") as set forth in this Schedule A.

2. On or before February 1 in each year, commencing February 1, 2027, the Company shall certify the number of jobs and the amount of capital investment in the Project (at cost) during the preceding year. The certification shall be in substantially the form of the Annual Report set forth in Section D below.

3. After the Performance Period begins in calendar year 2026, then in the event such Annual Report reflects that the Company has failed to meet any of the Goals, then the Company shall calculate the average shortfall with respect to each such goal (the "Average Shortfall Percentage"). The Average Shortfall Percentage shall be average of (i) the achieved Jobs Goal and (ii) the achieved Investment Goal. For example, if 40% of the Jobs Goal has been achieved and 60% of the Investment Goal has been achieved, then the Average Shortfall Percentage would be 50%.

If the Average Shortfall Percentage equals or exceeds 80% (the "Compliance Threshold"), then no Recoupment Payment shall be due for the relevant tax year. For purposes of calculating the Compliance Threshold or Average Shortfall Percentage, neither the Jobs Goal nor the Investment goal shall exceed 100%.

If the Average Shortfall Percentage is less than 80%, then the Average Shortfall Percentage shall be subtracted from 100% and the remainder percentage shall be multiplied by the Annual Local Assistance Amount to determine the Recoupment Payment for such tax year.

For the Annual Report for calendar year 2030, if the Average Shortfall Percentage is less than 80%, then the Average Shortfall Percentage shall be subtracted from 100% and the remainder percentage shall be multiplied by the Site Assistance Amount to determine an additional Recoupment Payment for calendar year 2030 to compensate the Authority for the value of the Premises.

For example:

(1) In the event the Average Shortfall Percentage is 90%, then no Recoupment Payment shall be made for that tax year.

(2) In the event the Average Shortfall Percentage is 50% and the Annual Local Assistance Amount for the applicable year is \$24,000, then the Recoupment Payment for that year shall equal \$12,000 ((100% - 50%) x \$24,000).

(3) In the event the Average Shortfall Percentage is 50% in calendar year 2030, an additional Recoupment Payment for calendar year 2030 shall equal \$706,450 $((100\% - 50\%) \times \$1,412,900)$.

B. Rules for Satisfying the Jobs Goal

1. The number of new full-time equivalent ("FTE") positions shall be defined and determined, from time to time, as follows:

"FTE position" – means a job with no predetermined end date, with a regular work week of 35 hours or more on average for the entire normal year of the Company operations, with benefits similar to those provided to other regular employees of the Company.

2. The number of FTE positions shall be calculated as provided below.

(a) The number of jobs shall be determined based on the monthly average number of FTE positions subject to Georgia income tax withholding for the taxable year.

(b) The monthly average number of FTE positions in a taxable year shall be determined by the following method:

(i) for each month of the taxable year, count the total number of FTE positions of the business enterprise that are subject to Georgia income tax withholding as of the last payroll period of the month or as of the payroll period during each month used for the purpose of reports to the Georgia Department of Labor;

(ii) add the monthly totals of FTE positions; and

(iii) divide the result by the number of months the business enterprise was in operation during the taxable year.

3. The average annual salary (pre-benefits) of all full-time employees must amount to at least \$20 per hour. Average annual salary is calculated by adding all of the salaries from the then-qualifying full-time jobs and then dividing such amount by the total number of then-qualifying full-time jobs. If the average annual salary (pre-benefits) does not amount to the applicable threshold mentioned above (\$20 per hour) when all full-time employees are counted, employees with an annual salary (pre-benefits) lower than the applicable threshold must be deducted from the total until the average annual salary (pre-benefits) for the remaining employees reaches the applicable threshold. The employees that remain are the only ones that will be counted toward the Company's Jobs Goal.

4. The foregoing notwithstanding, a FTE position may include, at the discretion of the Company, leased employees (such as jobs created by a third-party

logistics provider or employment services company) that otherwise meet the definition of a FTE position (“**Leased Jobs**”), subject to the following conditions:

(a) The Company represents and warrants that its contract with each third-party leasing company will require that: (1) the Leased Jobs at the Project will be assigned exclusively to the Company and no other clients of the third-party leasing company; and, (2) the Leased Jobs are new full-time jobs that, but for the contractual arrangement between the Company and the third-party leasing company, would not otherwise exist within Georgia. The Company also represents that the Leased Jobs will substantially satisfy the definition of “Leased Employee” outlined in (6)(u) of the rules published by the Georgia Department of Community Affairs in Chapter 110-9-1-.01 and will require in its contract with each third-party leasing company that the third-party leasing company will substantially satisfy the definition of an “Employee Leasing Company,” as provided in O.C.G.A. § 34-8-32. To the extent that the aforementioned conditions are satisfied, and so long as the Company retains control over the Leased Jobs at the Project, the Company’s use of leased employees through an agreement with a third-party leasing company shall constitute Leased Jobs for purposes of qualifying as net FTE positions.

(b) The parties agree that in no event shall Leased Jobs account for more than 15% of the Job Goals. However, the parties also agree to engage in good faith discussions to evaluate the appropriateness of the above percentage and determine if modifications are warranted. Any proposed changes shall be mutually agreed upon in writing by both parties.

C. Rules for Satisfying the Investment Goal

1. Capital investments made by the Company in connection with the Project shall be counted regardless of whether such capital investment is subject to tax abatement.
2. Original cost, without regard to depreciation, shall be used in calculating whether the Investment Goal is met, except as provided in 3, below.
3. Transferred equipment relocated by the Company to the Project to be used as part of the Equipment may be counted at net book value, or, if requested and substantiated by the Company to the Authority’s satisfaction, and approved by the Authority, its fair market value.
4. Machinery and equipment leased to the Company under an operating lease (even though such property is not titled to the Authority and is not leased to the Company under the Lease) and other machinery and equipment owned or beneficially owned by the Company but not leased to it under the Lease, shall be counted.

D. Form of Annual Report

[SEE BELOW]

[DATE]

Candler County Industrial Authority
Metter, Georgia

Re: Annual Report required under the Memorandum of Understanding, dated as of _____, 2024 (the "MOU") between the Candler County Industrial Authority and Doowon Climate Control America, Inc. (the "Company")

Dear _____:

This letter shall serve as the 20__ Annual Report, as required under the MOU.

1. Jobs Report

As of December 31, 20__, the total number of FTE positions located at the Project, based on the monthly average number of FTE positions, was _____. We have enclosed _____, as evidence of such job creation.

The Cumulative Jobs Goal for the year 20__ was _____ jobs. The Jobs Shortfall Percentage is ____% (____ / ____).

2. Investment Report

As of December 31, 20__, the Company has invested \$_____ in capital expenditures in the Project.

The Investment Goal was \$_____. The Investment Shortfall Percentage is ____% (\$_____/ \$_____).

3. Recoupment Payment

The Average Shortfall Percentage for 20__ is ____% ((____% + ____%) ÷ 2).

[The Average Shortfall Percentage for 20__ is equal to or exceeds 80%, so therefore no Recoupment Payment is due for tax year 20____.]

[The Average Shortfall Percentage for 20__ is less than 80%, so therefore a Recoupment Payment is due for tax year 20____.

The Annual Local Assistance Amount for the year 20__ was \$_____.

Accordingly, the Recoupment Payment owed by the Company to the Candler County Tax Commissioner is \$_____ ((100% - ____%) x \$[Annual Local Assistance Amount].]

Please do not hesitate to let us know if you require any additional information.