

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA
 AGENDA
 REGULAR MEETING
 5:00 P.M.
 July 7, 2025

1. Call to Order
2. Invocation and *Pledge of Allegiance* – Abbie Boudreau, Candler County 4-H Junior Board President
3. Approval of Agenda
4. Department Reports
 - a. Metter Fire Department – Jason Douglas, Fire Chief
 - b. EMS – Xavier Winkler, Director
 - c. Roads & Bridges – Jerry Lanier, Roads Superintendent
 - d. Solid Waste – Robert Hendrix, Landfill Supervisor
 - e. Recreation – Mike Robins, Recreation Director
 - f. Assessor's Office – Report Only
 - g. Sheriff's Office – Report Only
5. Approval of Minutes –
 - a. May 19, 2025 2nd Regular Monthly Meeting
 - b. June 2, 2025 Public Hearing
 - c. June 2, 2025 1st Regular Meeting
 - d. June 16, 2025 2nd Regular Meeting
6. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
 - a. Mr. Greg Todd – comments on the Candler County Zoning Ordinance, RV Park & Campground Ordinance, Hunting Camp Permitting
 - b. Mr. Holt Mosley – request for a partial closure of Coleman Rd, from MacWac Lake Rd to Wolfe Creek Rd
7. Application for Commission approval
 - a. Zoning – Requested by Staff - Consideration of an amendment to Section 803.1 Planning & Zoning Board to establish staggered terms of zoning board members
8. Old Business
 - a. Consideration of options for repair and/or removal of the gymnasium located at 150 S. Register St due to hurricane damages
 - b. Consideration of a request from the city of Metter for Candler County to provide elections services for municipal elections
 - c. Discussion regarding an agreement between the Town of Pulaski and Candler County for property located within the town limits of Pulaski and possible reversion to county ownership
9. New Business
 - a. Consideration of a proposed agreement between the Town of Pulaski and the Board of Commissioners, and the Candler County Elections Board to conduct elections for the Town of Pulaski, Georgia
 - b. Consideration of a proposed Intergovernmental Agreement (IGA) between Candler County and the city of Metter, Georgia, to provide for a distribution of funds to be collected under the proposed Floating Local Option Sales Tax (FLOST)
 - c. Consideration of a proposed resolution calling for the imposition of a county-wide, one (1) percent, floating local option sales tax (FLOST) as authorized by OCGA 48-8-3.1; specifying the purpose for which the proceeds of the tax shall be used; specifying the estimated amount of the tax levy; requesting the board of elections to call an election of the voters of Candler County to approve the imposition of the tax; and approving the form of ballot to be used

- d. Consideration of proposals submitted in response to RFP 2025-1 Landfill Erosion Control, and discussion of options available for completion of the project
 - e. Consideration of a proposal agreement between Candler County, Georgia and Locality Media d/b/a First Due for provision of E911 messaging to enhance EMS response at a proposed cost of \$4,200 per year as included in the FY26 general fund operating budget
 - f. Consideration of proposals submitted in response to an RFP (2025-3) issued for the replacement of the administration building roofing
 - g. Consideration of a request from the County Administrator for the board to ratify an increase in the public facilities maintenance budget for landscaping by \$1,600 per month (\$19,200/yr.) on a temporary bases for services to maintain the non-field common areas of the Metter-Candler Recreation Department
 - h. Consideration of a Memorandum of Agreement ("MOA") between the Georgia Department of Transportation (GDOT) and Candler County for bridge replacement project PI No. 0019184 CR 681/Fortner Rd @ Mill Branch 1.5 S of Metter, including a commitment of \$75,000 of local funds for the project
 - i. Consideration of a Memorandum of Agreement ("MOA") between the Georgia Department of Transportation (GDOT) and Candler County for bridge replacement project PI No. 0019185 CR 221/Ollifftown Rd @ Fifteen Mile Creek 9.6 mi N of Metter, including a commitment of \$50,000 of local funds for the project
 - j. Discussion regarding a proposed amendment to the Candler County Noise and Sound Control Ordinance to incorporate provisions allowed under HB 614 with regard to the discharge of fireworks near equine housing facilities
 - k. Discussion regarding Candler County Zoning Ordinance, RV Park Ordinance, Hunting Camp Ordinance and their interactions, review of inconsistency, and request for policy guidance
 - l. Consideration of a resolution to adopt a proposed fiscal year 2026 budget amendment #1 to modify the budget allocated to Fund 270 for Metter Fire operations costs
10. Report from County Administrator
 - a. City of Metter, Metter Fire - Discussion regarding a request from the city of Metter for assistance with the demolition of the existing fire station and adjacent properties
 - b. Candler County Courthouse – Roof and interior repairs related to damage from Hurricane Helene
 - c. County website - Discussion regarding Candler County website update and redesign costs
 - d. Roads – Discussion regarding status of tractors (grass cutting) and dump trucks
 11. Report from Attorney
 12. Reports from Commissioners
 13. Report from Chairman
 14. Executive Session
 15. Board Appointments
 - a. Department of Child and Family Services (DFCS) board
 - b. Middle Coastal Unified Development Authority (MCUDA)
 - c. Deputy Director, Emergency Management Agency
 16. Adjournment

**Candler County
Board of Commissioners
Monday, July 7, 2025
5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, July 7, 2025 meeting, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia.

Chairman Brad Jones presided with Vice-Chairman Blake Hendrix, Commissioners David Morales, Jonathan Williamson and Tre' Ross in attendance. Also attending were County Administrator, Bryan Aasheim; County Clerk, Kellie Lank; County Attorney, Kendall Gross and Assistant County Attorney, Cindy D. Ballew. The Metter Advertiser was notified of the meeting, Taylor Crosby was present.

Guests attending this meeting included: Candler County Sheriff's Captain and EMA Director, Justin Wells; Candler County EMS Director, Xavier Winkler; Candler County Public Works Superintendent, Jerry Lanier; Candler County Landfill Manager, Robert Hendrix; City of Metter Fire Chief, Jason Douglas; Gary Howard, Katie Lee, Holt Mosely, Virginia Flynt, Preston Moore, Greg and Mrs. Todd, Abbie and Kimberly Boudreau, Kate Duggan and Tim Spencer.

1. Call to Order

The meeting was called to order by Chairman Brad Jones at 5:00 p.m.

2. Invocation and Pledge of Allegiance

Chairman Jones called on Miss Abbie Boudreau, Candler County 4-H Junior Board President to deliver the invocation and lead the *Pledge of Allegiance*.

3. Approval of Agenda

New Business:

- 91: Consideration of a resolution to adopt a proposed fiscal year 2026 budget amendment #1 to modify the budget allocated to Fund 270 for Metter Fire operations costs

Chairman Jones made a motion to approve agenda with the addition. Commissioner Ross provided a second. The motion carried 5-0.

4. Department Reports

a. Fire Department (Jason Douglas, Chief)

Chief Douglas provided the June 2025 fire rescue and response report. (Exhibit A) He also thanked the Board of Commissioners for approving the fire allocation within the adopted FY2026 budget. He confirmed to Chairman Jones that the fire department had successfully relocated from the downtown location to the temporary remote station on Lillian Street. Administrator Bryan Aasheim shared that he had spoken with City Manager Scott Wood regarding the city's intent to purchase a brush truck and requested that information on the specific equipment be shared with the county as soon as it is identified.

714

b. EMS (Xavier Winkler, Director)

EMS Director Xavier Winkler reported a decrease of approximately 50 calls this month compared to the previous month, averaging 6.3 calls per day. This brings the yearly average to 6.7 calls per day, with total projected calls estimated around 2,500 if the current trend continues. He noted several instances of decreased call volumes occurring simultaneously and expressed appreciation to the fire department and neighboring counties for their assistance during those times. (Exhibit B)

With the approval of the FY2026 budget, additional personnel will be integrated gradually. For now, the EMS supervisor will accompany Director Winkler during the day until a new vehicle becomes available. Chairman Jones extended his thanks to the fire department for their recent support and anticipates they will be an even stronger asset once an additional staff member is added per shift.

c. Roads and Bridges (Jerry Lanier, Superintendent)

Roads Superintendent Jerry Lanier reported ongoing efforts by the department to cut grass and operate brush cutters throughout the county. In response to a question from Chairman Jones, he confirmed that the Roads Department is currently fully staffed, with the exception of one part-time vacancy.

d. Solid Waste (Robert Hendricks, Manager)

Landfill Manager Robert Hendrix reported receiving a few calls during the month, most of which were redirected to the Tax Assessor's Office regarding poly cart orders. He noted that the scale office is currently operating with a temporary two-laptop setup while awaiting parts to restore the full ticketing system.

Administrator Aasheim reminded the board that the MSW Landfill is scheduled to close on October 1st. Public notices will be published monthly, with additional outreach through the county's social media platforms and a four-week advertising run throughout September. He also noted that erosion control discussions related to the landfill will take place later in the meeting.

e. Recreation (Mike Robins, Manager)

Recreation Director Mike Robbins was not present at the meeting and did not provide a report.

f. Assessor's Office

The Assessor's Office report was included in the meeting packets. It was noted that only two new issues were recorded during the month, along with the issuance of 11 electrical permits.

g. Sheriff's Office

The Sheriff's Office submitted its monthly report, which was included in the packets provided to the Commissioners.

h. EMA -Justin Wells

EMA Director Justin Wells reported that the National Weather Service confirmed a microburst event caused the recent storm damage observed on Hadden Road.

5. Approval of Minutes

- a. May 19, 2025 2nd Regular Monthly Meeting
- b. June 2, 2025 Public Hearing
- c. June 2, 2025 1st Regular Monthly Meeting

Commissioner Williamson made a motion to approve the minutes for the May 19, 2025 2nd Regular Monthly Meeting, the June 2, 2025 Public Hearing, and the June 2, 2025 1st Regular Monthly Meeting as presented. Commissioner Morales seconded the motion, and it carried unanimously with a 5-0 vote.

- d. June 16, 2025 2nd Regular Monthly Meeting

It was clarified that the minutes for the June 16, 2025 2nd Regular Monthly Meeting were not included in the materials provided, and no action was taken regarding their approval.

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

- a. Mr. Greg Todd – comments on the Candler County Zoning Ordinance, RV Park & Campground Ordinance, Hunting Camp Permitting

Mr. Greg Todd, who resides at 4555 MacWac Lake Road, addressed the Board to request a permit allowing him to bring two additional campers onto his 11.6-acre property for hunting purposes. He explained that he had previously installed underground water and power hookups, along with a septic tank, for three campers based on guidance from a tax office employee who had informed him this would be permissible for a hunting camp, as long as the campers were not being rented. However, after receiving a violation notice, Mr. Todd removed two of the campers from the property.

Administrator Aasheim clarified that the older hunting camp permit ordinance, dating back to either 2005 or 2008, had effectively been repealed by the adoption of newer zoning and RV campground ordinances. These updated ordinances now govern such situations and require compliance with RV park regulations for more than one camper on a property, which would involve subdividing and rezoning the parcel. Because Mr. Todd's property is zoned AG3 and already contains a residence, it does not qualify for additional campers under current rules without meeting the new standards.

Administrator Aasheim suggested that Mr. Todd consider applying for a variance through the Planning and Zoning Board. If recommended for approval, the variance request would then be presented to the Board of Commissioners. He explained that variances are typically granted only when specific conditions make compliance with ordinances impossible or nearly impossible.

Mr. Todd emphasized that he acted based on information previously given to him and expressed a willingness to pay for a permit. Chairman Jones recalled that Mr. Todd had appeared before the Board 18 to 24 months earlier with a similar request, but the motion to approve it failed due to a lack of a second. Mr. Todd further explained that he could not afford the full requirements of the RV park ordinance, such as paving, particularly since the campers would be located in his backyard.

It was confirmed that one camper remains on the property, which is allowed under current regulations. Administrator Aasheim reiterated that applying for a variance is Mr. Todd's only available option at this time. He directed Mr. Todd to contact Crystal Turner in his office for instructions on the variance process, noting it involves a non-refundable fee and mandatory advertising periods. Mr. Todd acknowledged the fee was approximately \$850 and confirmed he understood this was his only path forward.

b. Mr. Holt Mosley – request for a partial closure of Coleman Rd, from MacWac Lake Rd to Wolfe Creek Rd

Mr. Holt Mosley, who resides at 3154 MacWac Lake Road, addressed the Board regarding long-standing drainage problems on Coleman Road. He explained that inadequate pipe sizes downstream—specifically, 48-inch pipes below compared to 96-inch pipes at location at Highway 57 and 144-inch pipes at MacWac Lake Road—were causing water to back up, hold, and wash dirt down onto his property. Mr. Mosley stated that the county's restriction of water flow results in water running over the road during heavy rainfalls, such as with four inches of rain, and he urged the county to address the problem.

He further suggested that a partial closure of Coleman Road might help facilitate a solution, noting that there is only one mailbox on the road and no school bus service. Chairman Jones reminded Mr. Mosley that his five-minute speaking time had expired. The Commissioners then discussed the history of the issue and previous repair efforts, confirming the location of the pipes and the direction of water flow toward the southeast. Mr. Mosley pointed out that the photo shown of the backed-up pipe had been taken that very morning. Chairman Jones concluded by stating the county would look into the matter and follow up with him.

Other Public Comments:

Preston Moore of 10222 Dutch Ford Road –

Mr. Moore inquired about the county's plans for disposing of waste following the scheduled October 1st landfill closure. Administrator Aasheim responded that it would not be economically practical for the county to invest in constructing a transfer station, as one is already available approximately 12 miles away.

Katie Lee – (Address not understandable)

Ms. Katie Lee addressed the Board to express concern about the absence of posted speed limit signage on several county roads, specifically Adamson Trail, Rushing Road, and Grice Road. She reported instances of vehicles traveling at unsafe speeds—often exceeding 50 mph and sometimes reaching 70 mph—posing a danger to children, pets, and residents attempting to exit their driveways. She noted that the only visible signage was a damaged 30 mph sign on Grice Road. County Attorney Gross clarified that the statutory speed limit on unpaved county roads is 30 mph unless otherwise posted, and enforcement falls under the jurisdiction of the Sheriff's Office. Chairman Jones acknowledged the issue, noting that signs are frequently stolen when installed. Administrator Aasheim stated the matter would be looked into but reminded those present that law enforcement resources are limited.

7. Applications for Commission Approval

a. Zoning – Requested by Staff - Consideration of an amendment to Section 803.1 Planning & Zoning Board to establish staggered terms of zoning board members

Administrator Aasheim presented a proposed amendment to Section 803.1 of the Zoning Ordinance to establish staggered terms for members of the Planning and Zoning Board. Chairman Jones opened the floor for public comment; however, no one from the audience chose to speak.

Chairman Jones then made a motion to approve the amendment, which was seconded by Commissioner Williamson. The motion passed unanimously, 5-0. (Exhibit C)

8. Old Business

a. Consideration of options for repair and/or removal of the gymnasium located at 150 S. Register St due to hurricane damages

The Board discussed options for repairing or removing the gymnasium at 150 South Register Street due to Hurricane Idalia damage. Administrator Aasheim reported that asbestos was found in limited areas and that a remediation proposal had been received in the amount of \$13,770. Chairman Jones noted the amount was only an estimate and questioned whether three bids would be required. Administrator Aasheim confirmed that, under the County's purchasing policy, three bids would need to be solicited; however, advertisement would not be necessary given the relatively low cost. He also expressed concern about the likelihood of finding multiple bidders for such a small project. Attorney Gross advised that additional bids should be solicited, provided doing so would not result in substantial additional cost.

Vice-Chairman Hendrix moved to table the item, seconded by Commissioner Williamson. The motion passed unanimously, 5-0.

Administrator Aasheim also noted potential insurance concerns if further damage occurs while the matter remains tabled.

b. Consideration of a request from the city of Metter for Candler County to provide elections services for municipal elections

Administrator Aasheim reported that a signed copy of the proposed elections agreement had not yet been received from the city and recommended tabling the item until the approved agreement was received.

Chairman Jones made a motion to table the request, seconded by Commissioner Morales. The motion passed unanimously, 5-0.

c. Discussion regarding an agreement between the Town of Pulaski and Candler County for property located within the town limits of Pulaski and possible reversion to county ownership

The Board discussed a pre-existing agreement for an old voting precinct building deeded to the Pulaski Historical Society in 2014 for use as a museum, with a reversion clause to the county if the property ceased to be used for that purpose. Administrator Aasheim and Attorney Gross explained that the building was never used as a museum and is now in poor condition, with the Historical Society, currently represented by a single member, wishing to relinquish it. Administrator Aasheim suggested options, including deeding it to the City of Pulaski, selling it, or demolishing it, noting the land would likely be worth more without the building.

Following discussion, Chairman Jones made a motion to offer the property to the Town of Pulaski, with the intent to demolish the structure if declined. Commissioner Morales seconded, and the motion passed unanimously, 5-0.

9. New Business

a. **Consideration of a proposed agreement between the Town of Pulaski and the Board of Commissioners, and the Candler County Elections Board to conduct elections for the Town of Pulaski, Georgia**

Administrator Aasheim presented a proposed agreement between the Town of Pulaski, the Board of Commissioners, and the Candler County Elections Board to conduct municipal elections for Pulaski. Administrator Aasheim reported receiving two versions of the agreement, including a revised but unsigned copy from Pulaski, which offered to pay 20% of expenses for municipal elections held in conjunction with county or statewide elections. He noted that Pulaski had not held an opposed election recently. Attorney Gross discussed provisions in state law allowing polling places outside precinct boundaries if no suitable facility exists within the town. Administrator Aasheim recommended tabling the matter until a signed agreement is received.

Vice-Chairman Hendrix made a motion to table, seconded by Commissioner Morales, and the motion passed unanimously, 5-0.

b. **Consideration of a proposed Intergovernmental Agreement (IGA) between Candler County and the city of Metter, Georgia, to provide for a distribution of funds to be collected under the proposed Floating Local Option Sales Tax (FLOST)**

Administrator Aasheim presented the proposed floating local option sales tax (FLOST) agreement, noting that if the referendum in November is favorable, the tax would begin collection on January 1, 2026, with proceeds distributed monthly. The proposed distribution allocates 55% to the County and 45% to the City of Metter. He explained that the Town of Pulaski is not eligible for the tax as they do not levy a property tax, but could become eligible if such a tax is enacted before the next renewal, but would not be eligible for this FLOST. The tax is proposed for five years, after which a local act, rather than a referendum, would be required to continue it. Administrator Aasheim stated he was not entirely in favor of the 55/45 split from an administrative standpoint, but recognized that the City's fire department capital expenses benefit county residents and that the previous LOST negotiation resulted in a 54%/44%/2% split. He expressed willingness to negotiate a different percentage if directed, but cautioned about the tight timeline. He further noted that, similar to LOST, the purpose of the tax is to reduce property taxation, making the proposed 55/45 division a pragmatic choice despite potential counterarguments.

Chairman Jones made a motion to move forward with the 55/45 FLOST distribution and to place the matter on the November 4, 2025 ballot. Commissioner Ross seconded. There was no further discussion, and the motion passed unanimously, 5-0. (Exhibit D)

c. **Consideration of a proposed resolution calling for the imposition of a county-wide, one (1) percent, floating local option sales tax (FLOST) as authorized by OCGA 48-8-3.1; specifying the purpose for which the proceeds of the tax shall be used; specifying the estimated amount of the tax levy; requesting the board of elections to call an election of the voters of Candler County to approve the imposition of the tax; and approving the form of ballot to be used**

The Board considered a proposed resolution calling for the imposition of a countywide 1% Floating Local Option Sales Tax (FLOST). Administrator Aasheim presented the resolution, outlining the purpose, estimated levy, and the request for the Board of Elections to call the election and approve the ballot form.

Vice-Chairman Hendrix made a motion to approve, seconded by Commissioner Ross. There was no further discussion, and the motion passed unanimously, 5-0. (Exhibit E)

d. Consideration of proposals submitted in response to RFP 2025-1 Landfill Erosion Control, and discussion of options available for completion of the project

The Board considered proposals submitted in response to RFP 2025-1 for landfill erosion control and discussed available options for completing the project. Administrator Aasheim reported that two bids were received: Atlantic Commercial Group, Inc. at \$299,833.60 and SRP Inc. at \$232,100, with SRP's bid potentially disqualified for failing to include required information. A third bid from Blue Flame Crew was received after the deadline and was not opened. He noted that the original engineer's estimate was \$130,000–\$150,000, making the received bids significantly higher, and that funding would need to come from the already stressed general fund. Administrator Aasheim suggested exploring options to perform some hauling or acquire dirt in-house to reduce costs, particularly with the landfill scheduled to close on October 1st.

Vice-Chairman Hendrix made a motion to table the matter, seconded by Commissioner Williamson. There was no further discussion, and the motion passed unanimously, 5–0.

Administrator Aasheim inquired whether bids needed to be officially rejected and determined they could remain open. Attorney Gross advised that the bids did not need to be rejected and could be maintained as open bids.

e. Consideration of a proposal agreement between Candler County, Georgia and Locality Media d/b/a First Due for provision of E911 messaging to enhance EMS response at a proposed cost of \$4,200 per year as included in the FY26 general fund operating budget

The Board considered a proposed agreement between Candler County, Georgia, and Locality Media D.D.A. First Due for the provision of E911 messaging and enhanced EMS response. Administrator Aasheim presented the agreement, noting the proposed cost of \$4,200 per year, which is included in the FY26 general fund operating budget. He explained that EMS Director Xavier Winkler successfully negotiated a reduction in the annual increase cap from 10% to 6%, and that formal Board approval was required.

Chairman Jones made a motion to move forward with Locality Media E911 notifications for \$4,200 with FirstNet, seconded by Commissioner Morales. There was no discussion, and the motion passed unanimously, 5–0. (Exhibit F)

f. Consideration of proposals submitted in response to an RFP (2025-3) issued for the replacement of the administration building roofing

The Board considered proposals submitted in response to RFP 2025-3 for the replacement of the administration building roofing. Administrator Aasheim presented a summary worksheet of bids for the project, which is budgeted at \$30,000 from 2024 SPLOST funds. Four bids were received: Chandler Roofing, \$29,700.68; Coastal Elite Roofing, \$54,852 (add alternate for metal roofing: \$106,845); Professional Roofing, \$55,350 (add alternates: replace soffit/fascia/columns, \$7,300, and 24-gauge metal roofing, \$134,975); and William Bird Construction, \$55,700 (add alternates: soffit/fascia/columns, \$7,300, and metal roofing, \$35,000). It was noted that William Bird Construction was a subcontractor for Professional Roofing, explaining the similarity in bid amounts. The current roof, comprised of shingles, is more than 20 years old and leaking. While a metal roofing option was discussed for its longevity, concerns were raised about screws backing out and causing leaks. Chandler Roofing's proposal included a different brand of shingles with a 15-year warranty, unlike the implied 30-year warranty offered by other bidders. Chairman Jones recognized Professional Roofing owner Preston

Moore to speak to the Commissioners. Mr. Moore approached the podium and cautioned about potential decking issues and encouraged researching class action lawsuits involving certain shingle brands.

Chairman Jones made a motion to table the item to investigate the reason for Chandler Roofing's significantly lower bid—approximately \$25,000 less—and to clarify the 15-year warranty. Commissioner Morales seconded. There was no further discussion, and the motion to table passed unanimously, 5–0.

g. Consideration of a request from the County Administrator for the board to ratify an increase in the public facilities maintenance budget for landscaping by \$1,600 per month (\$19,200/yr.) on a temporary bases for services to maintain the non-field common areas of the Metter-Candler Recreation Department

The Board considered a request from the County Administrator to ratify an increase in the public facilities maintenance budget for landscaping. Administrator Aasheim requested approval of a temporary increase of \$1,600 per month (\$19,200 per year) for services to maintain the non-field common areas of the Metter-Candler County Recreation Department, contracted to T-Bone's Landscaping Service due to personnel changes.

Vice-Chairman Hendrix made a motion to approve the request, seconded by Commissioner Ross. There was no further discussion, and the motion passed unanimously, 5–0.

h. Consideration of a Memorandum of Agreement ("MOA") between the Georgia Department of Transportation (GDOT) and Candler County for bridge replacement project PI No. 0019184 CR 681/Fortner Rd @ Mill Branch 1.5 S of Metter, including a commitment of \$75,000 of local funds for the project

The Board considered a Memorandum of Agreement (MOA) between the Georgia Department of Transportation (GDOT) and Candler County for Bridge Project PI0019184 on County Road 681 (Fortner Road at Mill Branch), located 1.5 miles south of Metter, Georgia. Administrator Aasheim explained that the project requires a \$75,000 local match from TIA discretionary funds, which is a standard GDOT requirement for bridge projects regardless of right-of-way acquisition. He expressed concern about cash flow challenges due to other ongoing TIA projects, including Lake Church Road and Hiawatha, noting that timing is critical and deferral could significantly delay the bridge project. The bridge, which is 20 feet long and not within the city limits, likely lacks the capacity to support the weight of a loaded tractor-trailer.

Administrator Aasheim noted that GDOT is unlikely to alter the contribution amount for a shared bridge location and recommended either approving the agreement with a request to defer payment until other TIA projects are complete or tabling the matter to review the timeline. He emphasized that the County could not replace the bridge for \$125,000 if GDOT withdrew.

Chairman Jones made a motion to enter into a MOA with GDOT for Bridge Project PI0019184 with a \$75,000 local commitment from TIA funds. Vice-Chairman Hendrix seconded. In discussion, Chairman Jones acknowledged the high cost but stressed that replacement without GDOT's involvement would be far more expensive. The motion passed unanimously, 5–0, with a request to explore the possibility of deferring payment.

- i. **Consideration of a Memorandum of Agreement (“MOA”) between the Georgia Department of Transportation (GDOT) and Candler County for bridge replacement project PI No. 0019185 CR 221/Olifftown Rd @ Fifteen Mile Creek 9.6 mi N of Metter, including a commitment of \$50,000 of local funds for the project**

The Board considered a Memorandum of Agreement (MOA) with the Georgia Department of Transportation (GDOT) for County Bridge Replacement Project PI0019185 on County Road 221 (Olifftown Road at 15 Mile Creek), located 9.6 miles north of Metter. The project requires a \$50,000 local match from TIA funds.

Chairman Jones made a motion to enter into the MOA with GDOT for the project with a \$50,000 commitment from TIA, seconded by Commissioner Morales. There was no further discussion, and the motion passed unanimously, 5–0, with a request to explore the possibility of deferring payment.

- j. **Discussion regarding a proposed amendment to the Candler County Noise and Sound Control Ordinance to incorporate provisions allowed under HB 614 with regard to the discharge of fireworks near equine housing facilities**

The Board discussed a proposed amendment to the Candler County Noise and Sound Control Ordinance to incorporate provisions allowed under House Bill 614 regarding the discharge of fireworks near equine housing facilities. Administrator Aasheim introduced the amendment, which reflects HB 614’s prohibition, effective July 1, on the use or ignition of consumer fireworks within 200 yards of a facility housing equine in a confined area. By request of Administrator Aasheim, Attorney Gross excluded the optional provision for special permits. Discussion included the definition of “equine housing facility” — encompassing any enclosure, potentially including stables or open-air pens — and the practicality of enforcing the 200-yard restriction.

Vice-Chairman Hendrix made a motion to begin the process of advertising the proposed amendment to the ordinance, seconded by Commissioner Morales. Discussion on the motion clarified that it was to initiate the process, not grant final approval. The motion passed unanimously, 5–0. (Exhibit G)

- k. **Discussion regarding Candler County Zoning Ordinance, RV Park Ordinance, Hunting Camp Ordinance and their interactions, review of inconsistency, and request for policy guidance**

The Board discussed the Candler County zoning, RV park, and hunting camp ordinances, noting inconsistencies and the need for policy guidance. Administrator Aasheim explained that while “hunting camps” are a permitted primary use, multiple campers on a property fall under the RV park ordinance, requiring subdivision and rezoning. Legacy hunting camps are grandfathered if they do not expand or allow the existing permit to lapse. He cautioned against policy changes based on a single case and noted enforcement challenges due to extended hunting seasons. The prior hunting camp ordinance has been superseded but not repealed, and he suggested formal repeal. Without action, ordinances remain as currently applied.

Chairman Jones moved to remove Item 9K from the agenda, leaving the ordinances unchanged; Vice-Chairman Hendrix seconded. The motion passed unanimously, 5–0.

- l. **Consideration of a resolution to adopt a proposed fiscal year 2026 budget amendment #1 to modify the budget allocated to Fund 270 for Metter Fire operations costs**

The Board considered a resolution to adopt FY2026 Budget Amendment No. 1 to modify Fund 270 for Metter Fire operations. Administrator Aasheim explained that the amendment increases the operating expenditure line item by \$72,140 (from \$460,000 to \$532,140), representing 50% of the operating

budget, and increases the use of fund balance by the same amount to cover the shortfall. He noted this excludes capital items from the City of Metter's budget, which are typically financed, and that the County would likely fund its full 50% share if approved. He also addressed the animal control budget, stating the County would fund 60% of the 5% cap under Article 2.2 rather than the full amount requested.

Vice-Chairman Hendrix moved to approve the amendment, seconded by Commissioner Ross. The motion passed unanimously, 5–0. (Exhibit H)

10. County Administrator Report

a. City of Metter, Metter Fire - Discussion regarding a request from the city of Metter for assistance with the demolition of the existing fire station and adjacent properties

Discussed request for assistance with demolishing the fire station, Quonset hut, and dry cleaners. Due to shared walls and liability concerns, consensus was not to demolish the dry cleaners but to consider demolishing the freestanding Quonset hut. Administrator will inform the City of Metter.

b. Candler County Courthouse – Roof and interior repairs related to damage from Hurricane Helene

\$80,000 received for hurricane-related repairs. Interior repairs will wait until a full roof replacement is complete; bids will be solicited, with possible FEMA mitigation funding.

c. County website - Discussion regarding Candler County website update and redesign costs

Exploring costs for a standalone site (\$10k–\$15k implementation; \$5k–\$10k/year hosting). Current cost is \$150/month. One vendor offers a mobile app; more quotes will be presented at the next meeting.

d. Roads – Discussion regarding status of tractors (grass cutting) and dump trucks

Resolved billing dispute with hospital; costs doubled per inmate visit after Medicare/Medicaid changes in Oct. 2024. Seeking a better plan ahead of increased jail population.

LMIG FY26 – Allocation is \$567,976; may bundle projects over 2026–2027 to save engineering costs.

Tractors and Dump Trucks – Ongoing equipment issues; dump trucks are the greater concern. Two trucks cost \$43,485 in repairs in 2025. Discussion of lease of a new truck and keeping one functional 2005 truck. RFP will be prepared for purchase and lease options.

Sheriff's Office - dispatcher position

Reported having a candidate for a dispatcher position funded to begin in November. County Administrator recommended authorizing the hire immediately, even if it slightly exceeds the current budget, to secure a qualified candidate. The Board reached consensus to authorize the Sheriff's Office to proceed with hiring the dispatcher.

In conclusion, Administrator Aasheim request executive session to discuss personnel.

11. County Attorney Report

Attorney Gross presented a proposed engagement letter to be discussed in executive session under personnel.

12. Commissioner Reports

District 1 – Commissioner David Morales had nothing to report.

District 2 – Commissioner Jonathan Williamson had nothing to report.

District 3 – Commissioner Tre' Ross had nothing to report.

District 4 – Vice-Chairman Blake Hendrix noted receiving community feedback regarding the gym, with opinions evenly split between support for repair and opposition.

13. Chairman's Report

Chairman Jones had nothing to report at this meeting.

14. Executive Session –Personnel and Litigation

Chairman Jones moved to exit into Executive Session to discuss personnel and litigation at 7:29 p.m. Commissioner Morales provided a second to the motion. The motion carried 5-0.

Chairman Jones moved to exit Executive Session and reconvene the regular meeting at 7:59 p.m. Commissioner Williamson provided a second to the motion. The motion carried 5-0.

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

Action taken after Executive Session

Chairman Jones moved to approve a request from EMS Director Winkler to promote EMT Nikayla Williams from part-time to full-time status. Commissioner Ross provided the second to the motion. The motion carried 5-0

Chairman Jones moved to execute an engagement letter with Gilbert, Harrell, Sumerford & Martin for provision of legal counsel regarding the Candler County Landfill. Commissioner Ross provided the second to the motion. The motion carried 5-0.

14. Board Appointments

- a. Department of Child and Family Services (DFCS) board
- b. Middle Coastal Unified Development Authority (MCUDA)
- c. Deputy Director, Emergency Management Agency

Chairman Jones moved to appoint EMS Director Xavier Winkler to the position of EMA Deputy Director. Commissioner Williamson provided the second to the motion. The motion carried 5-0.

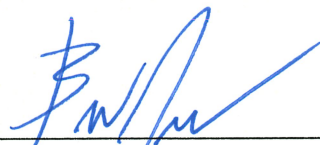
No other action on appointments was taken.

16. Adjournment

At 8:04 p.m., Chairman Jones moved to adjourn the meeting. Commissioner Morales provided the second to the motion. The motion carried 5-0.



Kellie Lank, Clerk
Attest



Brad Jones, Chairman

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Brad Jones
Chairman

Bryan Aasheim
County Administrator

Blake Hendrix
Vice-Chairman

David Morales
Commissioner

Jonathan Williamson
Commissioner

Tre' Ross
Commissioner

CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA
COUNTY OF CANDLER

AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.
The Board of Commissioners of Candler County met in a duly advertised meeting on July 7, 2025.

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

3.
The executive session was called to order at 7:29 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 7th day of July 2025.

Sworn to and subscribed before me
This 7th day of July 2025.

Notary Public





Brad Jones, Chairman
Board of Commissioners of Candler County

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

Exhibit A

Metter Fire Rescue Response List
Jun-25

Call Type and Jurisdiction

Jun-25

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	0	0	1	0	1	5	10	0	3	9	0	29
County	2	5	5	3	2	5	0	1	1	5	0	29
Total	2	5	6	3	3	10	10	1	4	14	0	

Total Calls	58
-------------	----

Total calls 59 1 Mutual aid Given to Emanuel County

Jun-24

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	1	2	2	0	5	11	0	4	8	3	37
County	1	3	1	10	0	8	0	0	1	4	0	28
Total	2	4	3	12	0	13	11	0	5	12	3	

Total Calls	65
-------------	----

Total Calls 67 (2 mutual aid Given to Emanuel County)

Exhibit B

JUNE 2025 Candler Co EMS End of the Month Report

Scene to CCH	62
Scene to EGRMC	24
Scene to Meadows	4
Scene to Candler-Sav	1
Scene to Air	2
Mutual Aid	2
CCH to MUMC	9
CCH to FairView	1
CCH to St. Joseph's	1
CCH to WellStar MCG	2
CCH to EGRMC	8
CCH to Meadows	3
CCH to Nursing home	3

Refusal	40
Refusal/Lift Assist	12
Coroner	2
Cancelled Call	3
Fire Standby	4
Ems Not Needed	6
Total	189

CANDLER COUNTY EMS MONTHLY TRIPS REPORT

[illegible]

Exhibit C

STATE OF GEORGIA**COUNTY OF CANDLER****AMENDMENT TO ZONING ORDINANCE**

WHEREAS, the Board of Commissioners of Candler County is the governing authority for Candler County, Georgia; and

WHEREAS, the Georgia Constitution and the general laws of the State of Georgia grant the local governing authority of each county jurisdiction to control all county property and to further adopt such ordinances and regulations as necessary to protect the public health, public safety and general welfare of its citizens; and

WHEREAS, the Board of Commissioners of Candler County, Georgia, has determined that it is in the best interests of Candler County, Georgia, for the enactment of zoning regulations; and

WHEREAS, the Board of Commissioners of Candler County, Georgia, deem the Zoning Ordinance to be of substantial benefit to the public and in the promotion of the best interests and general welfare of the people

WHEREAS, the Board of Commissioners desires to amend the Candler County Zoning Ordinance enacted on September 23rd, 2024 and;

NOW THEREFORE, be it resolved by the Candler County Board of Commissioners that the Candler County Code of Ordinances, entitled "Candler County Zoning Ordinance," is hereby amended as follows:

Item 1 of Section 803 titled Planning and Zoning Board shall be amended to read as follows:

There is hereby established a Planning and Zoning Board for Candler County. The Planning and Zoning Board shall consist of five (5) members to be appointed by the Board of Commissioners. The first Planning and Zoning Board was appointed by the Board of Commissioners on November 6th, 2023 to serve a two (2) year term. The second Planning and Zoning Board shall have the following terms: three (3) members serving two (2) year terms

with the remaining two (2) members serving a one (1) year term. All other member appointments shall serve two (2) year terms. Any vacancy shall be filled in the same manner as the initial appointment. Members may be removed for cause by the Board of Commissioners before the normal expiration of any term.

The following identifies the board members and term expirations for the second Planning and Zoning Board of Candler County:

Members	Term Expiration
Jimmy Braddy	November 6, 2027
Jill Powell	November 6, 2026
Jeff Register	November 6, 2027
Michael Byrd	November 6, 2027
Miles Patterson	November 6, 2026

All other provisions not referenced herein shall remain valid and enforceable.

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

CANDLER COUNTY BOARD OF COMMISSIONERS

By: _____
David Bradley Jones, Chairman

Attest: _____
Kellie Lank, Clerk

**CANDLER COUNTY ZONING
NOTICE OF PROPOSED AMENDMENT TO THE
ZONING ORDINANCE**

Application #: Candler-2025-5 Zoning Board term amendment

The Candler County Board of Commissioners will hold a meeting on Monday, July 7, 2025 at 5:00 p.m.

The Board of Commissioners of Candler County, Georgia, make notice that an application has been submitted by the Zoning Administrator for an amendment to item 1 of Section 803: Planning & Zoning board, for the purpose of setting and defining staggered terms of service for members of the Planning & Zoning Board.

The full text of the amendment is available for review on the Candler County website at: www.metter-candlercounty.com

The meeting shall be held in the Board of Commissioner's meeting room located at 1075 E Hiawatha St, Metter, Georgia 30493. All persons who wish to address the Board of Commissioners shall contact the County Clerk at (912) 685-2835 or klank@candlerco-ga.gov prior to the meeting.

CANDLER COUNTY BOARD OF COMMISSIONERS

Exhibit D

INTERGOVERNMENTAL AGREEMENT
FOR IMPOSITION OF THE FLOATING HOMESTEAD LOCAL OPTION SALES TAX
(FLOST)

This Intergovernmental Agreement (as hereinafter may be referred to as "this Agreement") is entered into this the **14th** day of **July, 2025** by and between Candler County, Georgia (as hereinafter may be referred to as "the County") and the Municipality of Metter (as hereinafter may be referred to individually as "Undersigned Municipality" for the purpose of implementing the provisions of Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated as they relate to imposition of a Floating Local Option Sales Tax (FLOST) within the special tax district (hereinafter sometimes referred to as the "Special Taxing District") established for and conterminous with Candler County pursuant to O.C.G.A. § 48-8-109.30. The County and the Undersigned Municipality that execute this Agreement may be collectively referred to as "the Parties".

WHEREAS, the Parties desire to impose a FLOST within the Special Taxing District that is conterminous with the borders of the County and which requires entering into an intergovernmental agreement calling for a FLOST; and

WHEREAS, the County and Undersigned Municipality within the Special Taxing District that levy an ad valorem tax on property currently have in effect a base year value homestead exemption or adjusted base year value homestead exemption; and

WHEREAS, the County and Undersigned Municipality collectively represent at least 50 percent of the Special Taxing District's total residents that levy an ad valorem tax on property; and

WHEREAS, the County and the Municipality of Metter voluntarily enter into this Agreement which, upon execution by the Parties, fully satisfies the conditions precedent to issue the call for the referendum to impose the FLOST within the Special Taxing District and, if approved by a majority of the voters, to levy and distribute said tax under the terms of this Agreement and state law; and

WHEREAS, the County and the Undersigned Municipality are authorized to enter into this Agreement by Georgia law, specifically including Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated; and

WHEREAS, receipt of FLOST proceeds will allow the Parties to provide services and/or the joint or separate use of facilities or equipment and this Agreement deals with services or facilities the Parties; and

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the Parties consent and agree as follows:

Article I Ineligible Municipalities

The Parties agree that the Municipality of Pulaski which is located within the Special Taxing District, is ineligible to enter into this Agreement and may not receive FLOST proceeds because this municipality does not levy an ad valorem tax on property. Such Municipality may be referred to hereinafter individually as "Ineligible Municipality".

Article II Satisfaction of Homestead Exemption Requirements

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(1) are satisfied because the County and each municipality within the Special Taxing District that levies an ad valorem tax on property has in effect a base year value homestead exemption or adjusted base year value homestead exemption.

Article III Required Signatories

The Parties agree that the conditions required by O.C.G.A. § 48-8-109.31(d)(2) are satisfied because this Agreement is executed by the County and by the Undersigned Municipality of Metter which Undersigned Municipality collectively represent at least 50 percent of the Special Taxing District's total residents of municipality that levy an ad valorem tax on property.

Article IV Proposed Rate and Duration of the FLOST

1. In accordance with O.C.G.A. § 48-8-109.31(c), the proposed rate of the FLOST shall be one (1) percent
2. In accordance with O.C.G.A. § 48-8-109.32(a), the proposed duration of the tax shall be 5 years.

Article V Call for and Conduct of the Referendum

In accordance with O.C.G.A. § 48-8-109.32(b), the county election superintendent shall issue the call for an election for the purpose of submitting the question of imposition of the tax to the voters of the county. The call for and conduct of the election shall be administered by the county election superintendent in the manner authorized for special elections to present questions to the voters under O.C.G.A. § 21-2-540. Said election shall be held on the following date, which is authorized for such purposes under O.C.G.A. § 21-2-540(c)(2): **November 4, 2025.**

Article VI Ballot Language

In accordance with O.C.G.A. § 48-5-109.32(c), the ballot language for the question of imposing the FLOST shall read as follows:

() YES

Shall a special 1 percent sales and use tax be imposed for 5 years within the special district of Candler County with the proceeds used exclusively to reduce property taxes imposed by Candler County and the Municipality of Metter.

() NO

Article VII. Initiation and Termination of the Tax

If approved in the election held on **November 4, 2025**, the imposition of the tax is expected to commence on **January 1, 2026**. The final day for imposition of the tax—without a renewal—is expected to occur on **December 31, 2030**.

Article VIII. Conditions

The Parties agree that the levy of the FLOST is conditioned upon the approval of the imposition of the FLOST by the voters of the Special Taxing District in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-109.30 *et seq.* The Parties agree that the County's ability to comply with this Agreement is conditioned upon the collecting of the FLOST revenues by the State Revenue Commissioner and transferring same to the County in conformity with the requirements of O.C.G.A. § 48-8-109.30 *et seq.*, as well as each Party's compliance with the conditions precedent set forth in O.C.G.A. § 48-8-109.31.

Article IX Use of FLOST Proceeds

As required by O.C.G.A. § 48-8-109.42 and in conjunction with any further limitations provided in this Agreement, the Parties agree that each recipient of FLOST proceeds:

- (a) Is required to use FLOST proceeds exclusively to provide property tax relief; and
- (b) Must ensure that the form used by the county tax commissioner or other tax collector to collect ad valorem property taxes for the Party clearly states the dollar amount by which the property tax levied by such Party was reduced as a result of the receipt of FLOST proceeds; and
- (c) Must annually reduce its roll-back millage rate which is calculated in accordance with O.C.G.A § 48-5-32.1, by the millage equivalent of the net FLOST proceeds that it received

in the prior taxable year.

Article X

Apportionment and Distribution of FLOST Proceeds

1. The net proceeds, including any interest thereon, of the FLOST received by Candler County from the State Revenue Commissioner shall be apportioned and distributed by the County to the Parties and any Absent Municipalities in the time and manner as provided in the Distribution Schedule. (See Exhibit "1", the Parties' Distribution Schedule for this Agreement, attached hereto and incorporated by reference.).
2. The Parties agree that the Distribution Schedule accounts for the minimum distributions to Absent Municipalities, which are required under O.C.G.A. § 48-8-109.31(e)(2).

Article XI

Accounting of FLOST Proceeds received by the County from the Department of Revenue

The Parties agree that the County will create a separate account to be held in trust on behalf of the Special Taxing District for each year during which FLOST proceeds are collected and subsequently delivered to the County by the Georgia Department of Revenue. Such account shall be designated as the 2025 County Special District FLOST Proceeds Fund ("Annual County SD FLOST Fund"). The County shall select a bank which shall act as a depository and custodian of each Annual County SD FLOST Fund upon such terms and conditions as may be acceptable to the County; provided, however, that each such account shall be interest bearing with interest paid into and retained within such account for later apportionment and distribution according to the Distribution Schedule. No funds other than the annual FLOST proceeds, and interest accrued thereon, shall be placed in such accounts. The funds within such accounts shall not be commingled with any other funds of the County. The funds within such accounts shall only be disbursed in the time and manner authorized under this Agreement.

Article XII

Distributions, Accounting, Record Keeping, and Audits

1. The Parties agree that the County shall distribute FLOST proceeds to each Government Entity periodically as provided for in the Distribution Schedule.
2. The Parties agree that a separate account or fund shall be created by the County and the Municipality individually, which corresponds with each year during which FLOST proceeds are to be distributed from the prior year's Annual County SD FLOST Fund. Each such account or fund shall be designated by the given Party as their 2025 "*Candler County*" Floating Local Option Sales Tax Fund ("Annual FLOST Tax Relief Fund").
3. The Parties agree that all records concerning funds and accounts established under Article XI and XII of this Agreement shall be kept by each Party so that the records may be audited, as may be necessary.

- 736
4. The Parties agree that if the Undersigned Municipality ceases to exist as a legal entity or becomes an inactive municipality (as provided by law) before all funds are distributed or expended under this Agreement, that such municipality's share of the funds to be distributed subsequent to dissolution shall be paid to the County as part of the County's share to be applied against the countywide general maintenance and operations millage rate, unless an Act of the Georgia General Assembly provides otherwise within one year from the date on which funds were first unable to be distributed to such defunct or inactive municipality.

Article XIII

Effective Date and Term of This Agreement

This Agreement shall commence upon the date of its execution by the last Party to this Agreement and shall terminate upon the later of:

- (a) The official declaration by the Candler County Board of Registration and Elections of the failure of the election described in this Agreement; or
- (b) The distribution to the County and the Municipality of Metter of the last dollar of money collected from the FLOST after the expiration of the FLOST and the fulfilment of each Party's obligations to provide property tax relief with such money as required by state law.

Article XIV

Representations and Mutual Covenants

1. The County makes the following representations and warranties which may be specifically relied upon by all Parties as a basis for entering this Agreement:
 - (a) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia; and
 - (b) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (d) The County agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the County to provide services and/or the joint or separate use of facilities or equipment which are services or facilities the County is authorized by law to undertake or provide; and
 - (e) The County agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law, and that all County FLOST proceeds will be used exclusively for property tax relief; and

- (f) The County will take all actions necessary to direct the county election superintendent to call an election to be held in all voting precincts in the County on the 4th day of **November, 2025**, for the purpose of submitting to the voters of the County, for their approval, the question of whether or not a FLOST shall be imposed in accordance with the provisions of this Agreement.
2. The Undersigned Municipality, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all Parties as a basis for entering this Agreement:
- (a) The Municipality is a municipal corporation duly created and organized under the Laws of the State of Georgia; and
 - (b) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement; and
 - (c) This Agreement is a valid, binding, and enforceable obligation of the Municipality; and
 - (d) The Municipality agrees that it is authorized to enter into this Agreement pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia and Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated and that receipt of FLOST proceeds will allow the Municipality to provide services and/or the joint or separate use of facilities or equipment which are services or facilities the Municipality is authorized by law to undertake or provide; and
 - (e) The Municipality agrees that the terms of this Agreement, including but not limited to the Distribution Schedule are valid, comply with applicable law and that the Municipality's FLOST proceeds will be used exclusively for property tax relief.
3. During the term of this Agreement, the Parties shall comply with all State law applicable to a FLOST, specifically including but not limited to Article 2B of Chapter 8 of Title 48 of the Official Code of Georgia Annotated, and all provisions of this Agreement shall be construed in light of the applicable provisions of State law.

Article XV

Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses: 1075 East Hiawatha Street, Suite A, Metter, Georgia 30439 for the County, 49 South Rountree, Metter, Georgia 30439 for the Municipality of Metter. The Parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the City to the County Manager or by the County to the City Manager via certified first-class U.S. mail, return receipt requested.

Article XVI
Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the FLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the Parties hereto with respect to distribution and use of said FLOST proceeds. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Article XVII
Severability, Non-Waiver, Applicable Law, and Enforceability

If a decision of a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Article XVIII
No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Article XIX
Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.

CANDLER COUNTY BOARD OF
COMMISSIONERS

THE CITY OF PULASKI

By: [Signature]
Chairman

Attest: [Signature]
Clerk



By: _____
Mayor

Attest: _____
Clerk

THE CITY OF METTER

By: _____
Mayor

Attest: _____
Clerk

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.

CANDLER COUNTY BOARD OF
COMMISSIONERS

THE CITY OF PULASKI

By: _____
Chairman

By: _____
Mayor

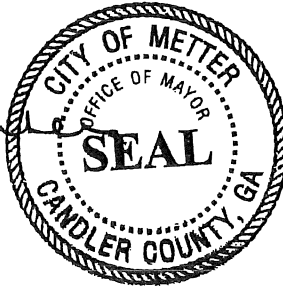
Attest: _____
Clerk

Attest: _____
Clerk

THE CITY OF METTER

By: *Edward Bush*
Mayor

Attest: *Angie Conner*
Clerk



IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.

CANDLER COUNTY BOARD OF COMMISSIONERS

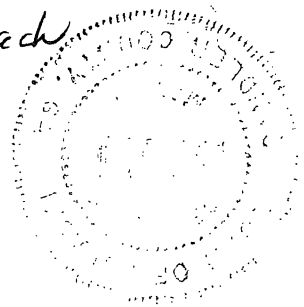
THE CITY OF PULASKI

By: [Signature]
Chairman

By: J. Paul Greene, Jr.
Mayor

Attest: [Signature]
Clerk

Attest: Ruth B. DeLoach
Clerk



THE CITY OF METTER

By: _____
Mayor

Attest: _____
Clerk

IN WITNESS WHEREOF, the authorized representatives of the Parties have hereunto set their hands and affixed the seals of the respective Government Entities as of the date above first written.

CANDLER COUNTY BOARD OF
COMMISSIONERS

By: _____
Chairman

Attest: _____
Clerk

THE CITY OF PULASKI

By: _____
Mayor

Attest: _____
Clerk

THE CITY OF METTER

By: _____
Mayor

Attest: _____
Clerk

EXHIBIT 1
DISTRIBUTION SCHEDULE

1. Timing of distribution of proceeds:

Upon receipt of collected funds from the Georgia Department of Revenue, and deposit into the County SD FLOST Fund, the county shall remit the pro rata funding from the prior month's collection to each participating entity no later than fifteen (15) days from the date of receipt of the funds.

The County shall disburse all funds from the prior year's Annual County SD FLOST Fund into the Annual FLOST Tax Relief Fund for each Party by January 31 of each year.

2. Apportionment and Distribution of FLOST Proceeds:

- (a) For the term and duration of this Agreement, the Parties agree that FLOST proceeds shall be apportioned and distributed among the Parties in such a manner so as to provide for broad property tax relief for the taxpayers of the Special Taxing District and not result in a net increase in revenue for any jurisdiction.

To such end, the Parties agree that the FLOST proceeds shall be apportioned to result in the reduction, by an equal percentage, of each millage rate that was levied by the governing authority of any Party on taxable property within the Special Taxing District at the rates shown in the Georgia Department of Revenue's 2024 Georgia County Ad Valorem Tax Digest Millage Rates report, published April 30, 2025, <https://dor.georgia.gov/local-government-services/digest-compliance/property-tax-millage-rates>).

- (b) The distribution percentages shall be calculated using the following formula: Candler County 55% City of Metter 45%.
- (c) The distribution percentages shall be applicable for the term and duration of this Agreement.

Exhibit E

STATE OF GEORGIA
COUNTY OF CANDLER

A RESOLUTION OF THE CANDLER COUNTY BOARD OF COMMISSIONERS IMPOSING A COUNTY-WIDE ONE (1) PERCENT, FLOATING LOCAL OPTION SALES AND USE TAX (FLOST) AS AUTHORIZED BY O.C.G.A. § 48-8-3.1; SPECIFYING THE PURPOSE FOR WHICH THE PROCEEDS OF THE TAX SHALL BE USED; SPECIFYING THE PERIOD OF FOR WHICH THE TAX SHALL BE IMPOSED AND COLLECTED; SPECIFYING THE ESTIMATED AMOUNT OF THE TAX LEVY; REQUESTING THE BOARD OF ELECTIONS TO CALL AN ELECTION OF THE VOTERS OF CANDLER COUNTY TO APPROVE THE IMPOSITION OF SUCH SALES AND USE TAX; APPROVING THE FORM OF BALLOT TO BE USED IN SUCH AN ELECTION; AND FOR OTHER PURPOSES

WHEREAS, Part 1 of Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated ("the Act") authorizes the imposition of a county-wide floating local option sales and use tax ("FLOST") for the purpose, inter alia, of Ad valorem tax reduction; and,

WHEREAS, the Board of Commissioners of Candler County, Georgia, has determined that it is in the best interest of the citizens of Candler County, Georgia ("the County") that a one (1) percent FLOST be imposed in a special district within the county to raise approximately \$12,000,000 for the purpose of Ad Valorem tax relief; and,

WHEREAS, the Board of Commissioners of Candler County, Georgia, delivered written notice ("the Notice") to the mayor of each municipality located within the county regarding the imposition of the 2025 FLOST; and,

WHEREAS, the Notice contained the date, time, place, and purpose of a meeting at which the designated representatives of the County and the city of Metter, and town of Pulaski met and discussed the FLOST; and,

WHEREAS, the Notice was delivered or mailed at least ten (10) days prior to the date of the meeting and the meeting was held at least thirty (30) days prior to the issuance of a call for the referendum; and,

WHEREAS, the County has entered into an intergovernmental agreement addressing the disbursement of FLOST proceeds with the city of Metter, and the city of Metter population represents more than fifty (50) percent of the County's municipal population and represents all "qualified municipalities" as defined in O.C.G.A. § 48-8-110; and,

WHEREAS, the Municipalities contain a total of one hundred (100) percent of the aggregate municipal population located within the county,

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Candler County, Georgia,

A. TERMS, PURPOSES AND COST

Assuming the question of imposing the 2025 FLOST is approved by the voted of the special district in the election herein referred to, the 2025 FLOST shall be imposed for the term, purposes and costs as follows:

1. A special one (1) percent sales and use tax shall be imposed for five (5) years expected to begin on January 1, 2026 within a special district of Candler County, Georgia.
2. The proceeds of the tax shall be used exclusively to reduce ad valorem property taxes imposed by Candler County, the city of Metter, and the town of Pulaski
3. Distribution of the proceeds shall be made according to the FLOST Intergovernmental Agreement (IGA) which shall be incorporated herein as Exhibit "A" and made a part hereof by reference.

B. CALL FOR THE ELECTION; BALLOT FORM; NOTICES

1. The Candler County Board of Elections, as the election superintendent of Candler County, is hereby requested to call an election in all voting precincts of Candler County to be held on November 3, 2025 ("the Election"), for the purpose of submitting to the qualified voters of Candler County the question set forth in Exhibit "B", which is incorporated herein and made a part hereof by reference.
2. The Candler County Board of Elections is hereby further requested to conduct the Election as provided by general law, including without limitation the election laws relating to special elections.
3. The Candler County Board of Elections is hereby further requested to publish the call of the Election at least twenty-nine (29) days prior to the date of the election (O.C.G.A. 21-2-540) in the official legal organ of Candler County, and to publish the date purpose of the election once per week for four (4) weeks immediately proceeding the date of the election in the official legal organ of Candler County.
4. The Candler County Board of Elections is hereby further requested to canvass the returns, declare the results of the Election, and certify the result to the Secretary of State and to the Commissioner of Revenue of the State of Georgia.

746

C. AUTHORIZATION FOR FURTHER ACTIONS


The proper officers and agents of the County are hereby authorized to take all further actions as may be required in connection with the imposition of the 2025 FLOST.

D. EFFECTIVE DATE

This resolution shall take effect immediately upon its adoption

So be it hereby approved and resolved this 7th day of July, 2025.

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA.



Brad Jones, Chairman



Maranda K. Lank, Clerk



EXHIBIT "B"

BALLOT LANGUAGE FOR A SPECIAL ONE (1) PERCENT FLOATING LOCAL
OPTION SALES & USE TAX (FLOST) REFERENDUM, ON NOVEMBER 3, 2025.

Shall a special one (1) percent sales and use tax be imposed for five (5) years within the
Special Taxing District of Candler County, Georgia, with proceeds from the tax to be used
exclusively to reduce the ad valorem property taxes imposed by Candler County, Georgia
and the city of Metter, Georgia.

☐ Yes

☐ No

Exhibit F

Agreement for Services

This Agreement for Services (this "Agreement") dated as of **July 1, 2025** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media" or "First Due") and the **Candler County EMS** located at **1065 E Hiawatha St, Metter, GA 30439** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service. Customer shall own all Customer data and upon termination or written request, Locality Media shall provide Customer data to Customer.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **6%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's written acceptance of the terms of use and fees associated with such services. The Customer shall be responsible for the payment of all taxes associated with provision and use of the Service (other than taxes on Locality Media's income).
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).
10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its

employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.

11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS. Locality Media will provide the service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. Locality Media will respond to Customer and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.

Severity Level:	Vendor's Initial Response will be provided within:	Vendor's Temporary Resolution will be provided within:	Vendor's Final Resolution will be provided within:
1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given	60 minutes from receipt of initial notice from the Customer, or discovery, of the error	24 hours from receipt of initial notice from the Customer, or discovery, of the error	2 days from receipt of initial notice from the Customer, or error discovery
2: Critical Issue – Software is not down, but operations are negatively impacted	2 hours from receipt of initial notice from the Customer, or discovery, of the error	48 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or error discovery
3: Non-Critical Issue	4 hours from receipt of initial notice from the Customer, or discovery, of the error	3 days from receipt of initial notice from the Customer, or discovery, of the error	15 days from receipt of initial notice from the Customer, or error discovery

13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information

(PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.

15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.
17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.

25. Training Content Disclaimer. As related to Locality Media's Basic Training Records, Advanced Training Records, and Advanced Training Records with Content modules and associated Training Content, Locality Media's products are intended to be used by certified instructors and are designed to be integrated into a broader curriculum that includes digital, online, or in person classroom instruction, hands-on practice and the use of educational materials. Some practices or procedures shown may differ from Licensee's competency and procedural requirements. Locality Media makes no warranty, expressed or implied that the information presented will satisfy any particular situation or need or that any demonstrated procedure is safe. Locality Media disclaims any liability, loss or risk resulting directly or indirectly from the Training Products.
26. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.
27. Agreement Billing Information
- a. **Accounts Payable Contact**
- Name: Crystal Turner
- Email: crader@candlerco-ga.gov
- Phone: 912-685-2835
- b. **Tax Exempt** YES (Yes/No)
If yes, please email a copy of the Exempt Certificate to accounting@firstdue.com.
- c. **Purchase Order Required** NO (Yes/No)
If yes, return a copy of the Purchase Order with the signed agreement or email a copy to accounting@firstdue.com.

LOCALITY MEDIA, INC.

By: Toby Ritt
(Signature)

Name: Toby Ritt

Title: VP Sales

Date: Jul 01 2025

Candler County EMS

By: Bryan Aasheim
(Signature)

Name: Bryan Aasheim

Title: County Administrator

Date: Jul 01 2025



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Exhibit A - Quote

Prepared By: Aisha Miller
Valid Until: September 30, 2025
Quote Number: 1545132000407608118

BILL TO:

Xavier Winkler
Candler County EMS
1065 E Hiawatha St
Metter, GA 30439

Account: Candler County EMS

Subscription Start: July 1, 2025

Initial Term: 12 months

Annual Subscription: \$ 3,000.00

Product Details	Total
Responder Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
CAD Integration (Other) Receive CAD Data to support First Due Responder and Incident Reporting modules via sFTP, XML, or API.	
Essentials Online Training Package Up to 4 Hours Online Training with certified First Due Instructor	
Implementation and Configuration Services Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 1,200.00
	Subscription Fees Subtotal \$ 3,000.00
	Grand Total \$ 4,200.00
	*Excluding Tax

Statement of Work

Please see attached Statement of Work detailing the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for this Exhibit A – Quote.

Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

Payment Terms: Net 30 days

For electronic ACH payment: Wells Fargo Bank | ACH Routing Number: 121000248 | Account #: 4192384907



Locality Media, Inc. dba First Due
107 Seventh St
Garden City, NY 11530, United States
Phone: +1 (516) 874-2258
Website: <https://www.firstdue.com/>

Statement of Work
For Quote Number: 1545132000407608118

Statement of Work | Candler County EMS

1. Introduction

1.1 Purpose

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training, Data Migration, Integrations, Customer Success Manager, Customer Support, and Assumptions for **Candler County EMS** ("Customer") from Locality Media, Inc. dba First Due ("First Due") for the purchased product(s) set forth in Exhibit A – Quote ("Purchased Products") attached to the Agreement.

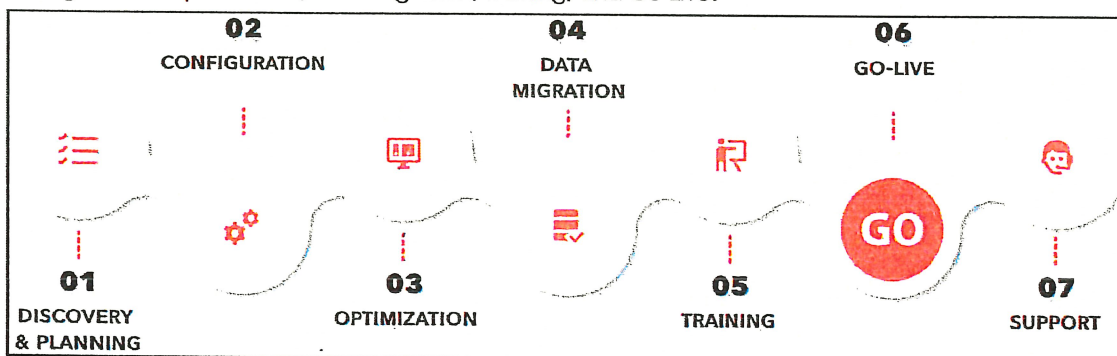
1.2 Scope:

This SOW includes the configuration, optimization, and deployment of the Purchased Products with the goal of meeting the organizational needs of the Customer.

2. Implementation

2.1 Overview

First Due utilizes a combination waterfall and iterative approach to implementation. This includes Discovery, Configuration, Optimization, Data Migration, Training, and Go-Live.



2.2 Implementation Resources

- **Implementation Manager:** Project lead and go-to person, acting as the primary liaison between the Customer and the First Due project team. The Implementation Manager will develop and execute the project plan, manage communication, and ensure adherence to predefined timelines and quality standards. This individual is also responsible for helping to configure the core system and some of the more straightforward modules.
- **Implementation Product Specialist(s):** While the Implementation Manager will lead the overall project, Product Specialists will be brought in to help configure and optimize specialty modules such as Fire Prevention, ePCR, Assets & Inventory, Training, Scheduling, and Reporting. They are product experts in First Due and are versed in industry best practices for their specific product specialties. Depending on the modules purchased and complexity, your project may be assigned 1-3 Product Specialists.
- **Technical Implementation Specialist:** Responsible for managing data migration from your current vendor to First Due and the integration between First Due and CAD. The Technical Implementation Specialist

team comes from a diverse background, ranging from database management to public safety software integration.

- **Customer Success Manager:** As the point person after project completion, the Customer Success Manager (CSM) will be part of the implementation as an advocate and to ensure a seamless transition to support post go-live. During the Implementation they will regularly check-in to ensure progress is being made and help with the addition of new modules or scope from a commercial perspective. Post go-live, they will provide regular check-ins to ensure the Customer is adopting the Purchased Products and deriving value from them.
- **Training Manager:** Responsible for developing and executing the training plan, with the goal of effective adoption of the Purchased Products by Customer. The Training Manager will be involved throughout the project to ensure they have the Customer specific knowledge to design the most effective training plan possible.

2.3 Implementation Phases

2.3.1 Discovery & Planning: Once the Project has been assigned, Customer will receive a set of tailored discovery questionnaires. Once filled out, the Implementation Manager will schedule a Project Kick-Off. During this meeting the Customer will receive access to the First Due platform, meet the project team and receive an initial product tour. The Implementation Manager will also provide an overview of the project plan, decide the meeting cadence, and formalize the next steps. CAD Integration and Data Migration planning meetings are also held during this phase, if required. These meetings will be led by the Technical Implementation Specialist.

- **Key Meeting(s):** Project Kick-Off, CAD Kick-Off, Data Migration Planning
- **Milestone(s):** Project Kick-Off, System Access
- **Customer Task(s):** Fill Discovery Questionnaires
- **Deliverable(s):** Welcome email, Initial Account Set-Up, System Logins Provided

2.3.2 Configuration: After planning is complete, the Implementation Manager will begin scheduling the Configuration sessions. Before each configuration session there will be some light prep work for the Customer to complete. Generally, there will generally be one (1) configuration session per module, but in cases where there is more complexity, there may be multiple. These sessions will be either be run by the Implementation Manager or the Implementation Product Specialist, depending on the module.

- **Key Meeting(s):** Module Configuration Sessions (1-2 per module)
- **Milestone(s):** N/A
- **Customer Task(s):** Configuration Prep Work (per module)
- **Deliverable(s):** Initial Module Configuration
- **Scope:** All Purchase Products

2.3.3 Optimization: After the configuration is complete, the Customer will be provided with test work (module User Acceptance Testing (UAT)) to complete. Following the completion of the UAT work, Optimization Sessions will be held to review Customer feedback, correct any issues, and finalize the configuration of the module. There will generally be one (1) Optimization session per module, but in cases where there is more complexity, there may be multiple. Once a module is configured and optimized, the Customer will be provided a module sign-off document to review and sign. Note Configuration and Optimization sessions may run interchangeably to ensure the project stays on-track.

- **Key Meeting(s):** Module Optimization Sessions (1-2 per module)
- **Milestone(s):** Module Acceptance and Sign-Off (1 per module)
- **Customer Task(s):** Optimization Prep Work (UAT per module)
- **Deliverable(s):** Module Optimization resulting in Customer Acceptance
- **Scope:** All Purchase Products

2.3.4 Data Migration: Data Migration will occur through-out the project and can be summarized in three steps: (1) initial data migration at the beginning of the project required for configuration, (2) import of historical records, usually occurring throughout the project, and (3) final data migration immediately before go-live. First Due's Data Migration team will review your legacy data environment and provide guidance on the best path to extract, map, and import the data into First Due.

- **Key Meeting(s):** Data Migration Planning
- **Milestone(s):** Data Migration Sign-Off
- **Customer Task(s):** Extract or provide access to legacy data based on guidance from First Due Data Migration team, Data Mapping Assistance, review and approve data load.
- **Deliverable(s):** Data Migration Plan, Data Mapping Assistance, Data Import

2.3.5 Training: As the project is in the final stages, the Training Manager will work with the Customer to arrange a training plan that will result in the successful adoption of the Purchased Products. Note that while Webinar Administrator training will occur during configuration and optimization sessions, the Training Manager will arrange formal Webinar and/or Onsite Train-the-Trainer and/or End User Training Session(s). Additive to the provided training, Customer will also have access to live weekly training academy sessions as well as on demand online training videos and training guides via the First Due Knowledgebase.

- **Key Meeting(s):** Training Planning, Training Sessions
- **Milestone(s):** Training Completed
- **Customer Task(s):** Coordinate staff to be trained
- **Deliverable(s):** Training Plan and Training Session(s)

2.3.6 Go-Live: Once all modules have been signed off and training has been arranged or completed, First Due will work with the Customer to kick-off the Go-live process. This includes: (1) Final System Acceptance, (2) Go-live planning meeting, (3) Final Data Migration, (4) Go-live, and (5) Post go-live implementation support.

- **Key Meeting(s):** Go-live planning, Post Go-live Check-Ins
- **Milestone(s):** System Acceptance, Go-live
- **Customer Task(s):** Final Testing
- **Deliverable(s):** Post Go-live Implementation Support (2-4 weeks)

2.3.7 Transition to Customer Success: Following the completion of the post go-live support period and assuming all critical implementation tasks are complete, Customer will be transitioned to their Customer Success Manager (CSM) and to the First Due Support team.

- **Key Meeting(s):** Customer Success Transition Meeting
- **Milestone(s):** Transition to Customer Success and Support
- **Customer Task(s):** N/A
- **Deliverable(s):** N/A

3. Training

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the Customer shall receive:

- Formal training as outlined in Exhibit A - Quote
- Administrator Training as part of the Configuration / Optimization
- Access to live First Due Academy Webinars
- Access to online recorded training videos and guides via an interactive knowledgebase

Any additional scope or detail related to Training will be listed below.

4. Data Migration

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

- Data Migration Planning Session
- Assistance/Guidance in extracting data from existing system/s
- Mapping extracted data to First Due import workbooks
- Importing of Data into First Due

The Data Migration scope of this Statement of Work will be to import legacy data from Customer existing systems in order for the Purchased Products to be operational. This includes operational data and historic records. Note that there are times when certain data is not seen as valuable to migrate to First Due. First Due and Customer will agree during the planning phase on what data needs to be migrated and priorities around data migration.

5. Integrations

As part of this Statement of Work, First Due will implement all integrations and relevant scope outlined in Exhibit A – Quote. Integrations will be implemented during the configuration and optimization phases outlined above. In most cases, these integrations will be aligned with the module they are related. The only exception to this is the CAD Integration which, if part of scope, will have its own dedicated session at the beginning of an implementation. Customer or complex integrations may follow this same exception and have their own sessions to implement.

First Due will support these integrations post go-live. Note First Due is not responsible for outages, issues, and failures of 3rd Party Vendors. First Due will, however, always endeavor to work with Customer to resolve issues, regardless of responsibility.

Any additional scope or detail related to Integrations will be listed below.

6. Customer Success Manager

First Due understands the value of ongoing Customer Success activities post go-live. As part of this Statement of Work, Customer will receive a Customer Success Manager who will be the point person for Customer post go-live. Customer will receive regular check-ins to ensure the adoption of the Purchased Products. As part of the regular check-ins, the Customer Success Manager can help Customer with any major enhancements or issues, new feature updates, interest in other modules and additional training needs.

7. Customer Support

A customer's success is important to First Due and we understand having a reliable, knowledgeable Customer Support (or Support) team there to help is vital. Customer Support provides a central point of contact to ensure that all customer support requests are responded to and resolved. Below is a summary of the support components.

7.1 Contacting Customer Support

Customer Support is a service provided to our customers when they have questions, requests, or issues with the Services. When Customer submits a support request, a Support Ticket (or Ticket) is created within First Due's Support CRM and a unique ID (or ticket number) is assigned to track and document Customer's support request.

We offer a variety of channels to communicate with our Support team:

- **Online:** <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- **Email:** support@firstdue.com
- **Phone:** (516) 874-5818

7.2 Self-Service Resources

First Due strives to provide useful, empowering self-service resources that are available 24/7 on our [online Support Center](#). Our Knowledgebase contains step-by-step/how-to articles, FAQs, videos, best practices, etc.

7.3 Hours of Operation

Customer Support hours of operation (Business Hours) are:

- Monday to Friday, 9:00am – 6:00pm ET**
- ** 24x7 Support available for Sev 1 (Down/Urgent) issues.

8. Assumptions

8.1 Customer Participation

Every successful implementation requires adequate participation from the Customer. Although First Due is ultimately responsible for deliverables in the SoW, Customer agrees to attend the necessary calls and complete required preparatory work in order to help drive the project forward. At a minimum, Customer resources will be required for one (1) hour per week for meetings, and half an hour to one (0.5-1) hour of prep work per week by one or multiple individuals. Customer understands the importance of ensuring the correct Customer resources are available when required.

8.2 Statement of Work Expiration

Excluding significant delays caused by the First Due team, this Statement of Work will expire within twelve (12) months of the Subscription Start Date as detailed in Exhibit A – Quote. In situations where the project is delayed for no fault of either party, First Due agrees to extend the term, only if there is an agreed plan to complete the project within the extension period. Note the term expiration does not apply to section 6 & 7 above and will not impact First Due's ability to support the Customer post go-live.

8.3 Best Practice and Standard Workflow

First Due intends to meet the organizational needs of the Customer and their respective software requirements by configuring the Purchased Products to closely align with existing workflows. Although First Due is incredibly flexible, there may be times when First Due recommends using standard functionality or best practice to ensure a timely implementation, and simplification of current process. These workflows may differ from Customer existing workflows. Customer understands the importance of collaboration to achieve the ultimate goal of successfully adopting the Purchased Products and is aware there may be changes to existing workflow to accomplish this.

8.4 Go-live Requirements & Gaps

Over the course of the Implementation, both parties may uncover functionality gaps in the Purchased Products. Some of these gaps may have a material impact on the ability to implement or adopt the product. Gaps of this nature, deemed Go-Live Requirements, will be prioritized to ensure a timely go-live and project completion. However, in the case that certain features are not complete before go-live, they will be added to module and system signoffs as exceptions and will be completed within an agreed upon timeframe.

759

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Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type.
See Specific Instructions on page 3.

<p>1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)</p> <p>Locality Media, Inc.</p> <p>2 Business name/disregarded entity name, if different from above.</p> <p>First Due</p> <p>3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.</p> <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____ </div> <div> <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </div> </div> <p>3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/></p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p>(Applies to accounts maintained outside the United States.)</p>
<p>5 Address (number, street, and apt. or suite no.). See instructions.</p> <p>107 7th Street</p> <p>6 City, state, and ZIP code</p> <p>Garden City, NY 11530</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--

or

Employer identification number

8	1	-	1
3	8	0	6
2			

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person *Andreas Huber*

Date **Jan 02 2025 10:23 PST**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

OMB No. 1545-0047

Form **W-9** (Rev. 3-2024)

STATE OF GEORGIA**COUNTY OF CANDLER****AMENDMENT TO NOISE AND SOUND CONTROL ORDINANCE**

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

WHEREAS, the Board of Commissioners find it necessary to establish standards that will reduce excessive community noises which are harmful and otherwise detrimental to individuals and to the community in the enjoyment of life and property and in the conduct of business;

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

"5.2 The use and ignition of consumer fireworks up to 200 yards from a facility housing equines in a confined area is hereby prohibited. Equine is defined as any member of the Equidae family, including horses, mules, hinnies, and asses."

SIGNATURE ON FOLLOWING PAGE

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

CANDLER COUNTY BOARD OF COMMISSIONERS

By: _____
David Bradley Jones, Chairman

Attest: _____
Kellie Lank, Clerk

762

Exhibit H

STATE OF GEORGIA
COUNTY OF CANDLER

A RESOLUTION AMENDING THE COUNTY BUDGET FOR THE FISCAL YEAR 2026

On this day, the 7TH day of July 2025, the Candler County Board of Commissioners, having met for the purpose of discussing and passing a resolution, amending the County budget for the 2026 fiscal year do resolve that:

Whereas, the Board of Commissioners in the Budget Resolution for Fiscal Year 2026 reserved the right to amend said budget; and,

Whereas, the Board of Commissioners of Candler County are required to provide a balanced budget and approve all budgetary changes; and,


Whereas, changes in anticipated expenditures have occurred during the budget year; and,

Whereas, the Board of Commissioners of Candler County are desirous of amending the adopted budget to reflect these changes;

Therefore, upon a motion and second by the Candler County Commissioners, such a resolution is adopted, and the Candler County Commissioners issue the following budget amendment for the FY2026 budget;

For the fiscal year 2026 the budget is hereby amended as determined by the attached, "exhibit A" which is made a part of this resolution by reference.

This resolution shall become effective this 7th day of July, 2025.


David Bradley Jones, Chairman
Candler County Board of Commissioners


Kellie Lank, County Clerk



**STATE OF GEORGIA
COUNTY OF CANDLER**

“Exhibit A”

Metter Fire Budget

270-9000-57-1030 (Expenditure)

Increase the FY26 Metter Fire budget by \$72,140 from \$460,000 to \$532,140 representing 50% of the effective operating budget of \$1,064,279

270-39-1800 (Revenue)

Increase the FY26 Fund Balance Use for the Special Service District by \$72,140 to fund the revenue shortfall required for Metter Fire expenditure funding

764

BOARD OF COMMISSIONERS OF CANDLER COUNTY

Brad Jones
Chairman

Bryan Aasheim
County Administrator

Blake Hendrix
Vice-Chairman

David Morales
Commissioner

Jonathan Williamson
Commissioner

Tre' Ross
Commissioner

Mr. Scott Wood, City Manager
City of Metter
PO Box 74
Metter GA 30439

Re: FY26 Fire Budget

Mr. Wood:

The city of Metter submitted its final FY26 budget to the Board of Commissioners on Monday, June 23, 2025. Due to the county and city budgets being approved on the same date, the county adopted an estimated budget for fire and will need to adopt a budget amendment in order to facilitate meeting its 50% operating share requirement.

Fire Budget

The total amount of the budget submitted by the city was \$1,190,978. This amount included \$126,699 of anticipated capital expenditures. As you may be aware, capital expenditures are covered in a separate section of the Service Delivery Strategy (Fire Agreement, Article IV) and are handled differently than general operating expenditures. As such, we calculate the net operating budget for Metter Fire at \$1,064,279. The county share of that figure (50%) is \$532,139.50 or \$44,344.96 per month. Please let me know if you find any discrepancy in the calculation of this amount.

The county is aware that Metter Fire intends to purchase a brush truck during FY26. The budget submitted to the county includes line item 100-35000-54-2001 for \$75,589. Based on information provided during the budget process (attached), this total includes financing costs anticipated by the city. Under Article IV of the SDS agreement the county requests that Metter Fire provide a purchase order or buyer's order for the required capital purchase in order to allow the Board of Commissioners the opportunity to review their participation in the purchase. Additionally, it is likely that the county will elect not to participate in financing of the purchase and will remit its 50% funding requirement, if approved, at the time of purchase.

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

765

Animal Control

The Animal Control budget submitted to the Board of Commissioners was \$224,543. Under the SDS agreement, the county has agreed to pay 60% of the operating and capital costs for the animal shelter with an annual budgetary increase cap of 5% (SDS Animal Control, Article II.2). The submitted request was \$134,725.80; the county has approved a 5% increase from FY25 for a FY26 budget of \$88,416 (\$7,368 per month).

If you have any questions regarding this communication, please do not hesitate to contact me.

Regards,



Bryan Aasheim
County Administrator