CITY OF METTER
REGULAR MEETING
AGENDA
MONDAY, FEBRUARY 9, 2026
5:30 p.m.

1. CALL TO ORDER
2. WELCOME
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. MOTION TO APPROVE THE AGENDA WITH THE FOLLOWING AMENDMENT:

   Adding a motion to approve the City of Metter, Georgia Rules & Procedures for City Council meetings as Item a and moving the other items down a letter.

6. MOTION TO APPROVE THE MINUTES OF THE FOLLOWING MEETING:

   a) Regular Meeting, Monday, January 12, 2026, 5:30 p.m.

7. PRESENTATIONS

   a) Ms. Jan Trapnell and Dr. Vendie Hooks, representing the Metter Tree Board, regarding citizens and businesses adopting areas of the city for landscaping improvement/maintenance.

8. PUBLIC COMMENTS

9. OLD BUSINESS

10. NEW BUSINESS

    a) Consideration of a motion to approve the City of Metter Georgia Rules & Procedures for City Council meetings.

    b) Consideration of a motion to approve a Resolution of the Mayor and Council of the City of Metter, ratifying the approval of the Bond Resolution adopted by the Candler County Public Building Authority authorizing the issuance of its Revenue Bond for the purpose of acquiring, constructing and equipping a new fire station complex for the City; to authorize the Mayor to transfer property to the authority and to execute the lease; to authorize the Mayor and other officials of the city to take such further actions as are necessary to provide for the issuance and delivery of the Series 2026 bond; and for other purposes.

    c) Consideration of a Motion to approve an ordinance amending the City of Metter's Alcohol Ordinance adding a new section, Article XI: "5.08.930 Sale of Mixed Drinks for Off-Premises Consumption". This is the second reading.

d) Consideration of a motion to approve a request to provide a water line and meter at a cost of approximately $1,700.00 to Memory Lane Park and that the City maintain whatever plantings and landscaping are placed there. None of the expenses associated with this request are budgeted at this time. The cost of water would not be consequential, and the meter installation will only be so that we can record usage.

e) Consideration of a motion to approve the bid from Ellis Wood Contracting in the amount of $949,574.00 for some resurfacing, water and sewer improvements on Pine Street for the 2025 LRA and resurfacing, water and sewer improvements on Daniel and High Street for the 2026 LMIG as recommended by EMC Engineering. These projects are budgeted to be paid for with Renewal and Replacement Funds, State LMIG and LRA Funds, and SPLOST Funds.

f) Consideration of a motion to approve the purchase of a 2009 fire truck in the amount of $275,000.00 with the City paying half the cost $137,500.00 from SPLOST account and Candler County Commission paying the other half, $137,500.00.

g) Discussion regarding a 4 – 10 hour day work week for Public Works.

11. OTHER BUSINESS FROM CITY COUNCIL

12. DEPARTMENTAL REPORTS

13. CITY MANAGER'S REPORT

14. MAYOR'S REPORT

15. EXECUTIVE SESSION

a) Consideration of a motion to go into executive session for personnel pursuant to O.C.G.A. 50-14-2(1).

b) Consideration of a motion to go back into open session.

16. ADJOURNMENT

a) Consideration of a motion to adjourn the meeting.

CITY OF METTER
REGULAR MEETING
MONDAY, JANUARY 12, 2026
5:30 P.M.

A regular meeting of city council was held on Monday, January 12, 2026, at 5:30 p.m. in the Council Chambers at City Hall.

Attending the meeting were the following officials:

Mayor Rashida Taylor
Councilwoman Chyrileen Kilcrease
Councilman Gregory Thomas
Councilwoman Tara Tremblay Jeffers
Councilwoman Victoria Gaitten
Councilman James McKie
City Manager Scott Wood
City Attorney Brent Carter
City Clerk Angie Conner
Police Chief McKinley Lewis
Police Captain Kris Storey
Planning Director Teresa Concannon
Public Works Director James McCray
Taylor Crosby – Metter Advertiser

GUESTS

John Jones, Jr. – Metter Airport Authority
Laura Hoover
Shelly Strange
Kirk Simmons
Blake Hicks
Darell Waters
Marcus McCray – Chamber of Commerce
Anne Childs
Tyne Love
Michael Love
Various members of the public

CALL TO ORDER AND WELCOME

Mayor Taylor called the meeting to order and welcomed everyone.

INVOCATION

Councilman Thomas gave the invocation.

PLEDGE OF ALLEGIANCE

Councilman McKie led the Pledge of Allegiance.

APPROVAL OF AGENDA

Mayor Taylor requested approval of the agenda with the following changes:

• Removal and table Item A under New Business – Consideration of a motion to approve a Resolution updating the City of Metter Procedures for Public Comments at City Council meetings.

All other items will move up a letter on the agenda.

Councilwoman Kilcrease made a motion to approve the amended agenda. Councilman Thomas seconded the motion, and the vote was unanimous.

APPROVAL OF MINUTES

Councilwoman Kilcrease made a motion to approve the following minutes:

a) Called Meeting, December 2, 2025, 9:00 a.m.
b) Called Meeting, December 3, 2025, 9:30 a.m.
c) Regular Meeting, December 8, 2025, 5:30 p.m.
d) Called Meeting, December 16, 2025, 9:30 a.m.
e) Called Meeting, December 22, 2025, 10:30 a.m.
f) Called Meeting, Inauguration, December 30, 2025, 1:00 p.m.

Councilwoman Gaitten seconded the motion, and the vote was unanimous.

PRESENTATIONS

There were no presentations.

PUBLIC COMMENTS

There were no public comments.

OLD BUSINESS

No old business.

EXECUTIVE SESSION

Councilwoman Kilcrease made a motion to go into executive session for personnel pursuant to O.C.G.A. 50-14-2(1). Councilman McKie seconded the motion, and the vote was unanimous.

No votes were taken in executive session.
After the executive session was complete, Councilman Thomas made a motion to go back in open session. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

NEW BUSINESS

Resolution Appointing Mayor Pro-tem

Councilman McKie made a motion to approve a Resolution by the Mayor and Council Members of the City of Metter, Georgia, to appoint Chyrileen Kilcrease as Mayor Pro-tem of the City of Metter for 2026. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

Resolution Appointing Metter Municipal Court Judge

Councilwoman Kilcrease made a motion to approve a Resolution by the Mayor and Council Members of the City of Metter, Georgia, to appoint Mr. J. Kendall Gross as City of Metter Municipal Court Judge for 2026. Councilman McKie seconded the motion, and the vote was unanimous.

Resolution Appointing City of Metter Indigent Defense Attorney

Councilman Thomas made a motion to approve a Resolution by the Mayor and Council Members of the City of Metter, Georgia to appoint Ms. Sarah White as the City of Metter Indigent Defense Attorney for 2026. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

Resolution Appointing City of Metter Municipal Court Prosecutor

Councilwoman Kilcrease made a motion to approve a Resolution by the Mayor and Council Members of the City of Metter, Georgia to appoint Mr. Brent Carter as the City of Metter Municipal Court Prosecutor for 2026. Councilman McKie seconded the motion, and the vote was unanimous.

Resolution Appointing City of Metter City Attorney

Councilman Thomas made a motion to approve a Resolution by the Mayor and Council Members of the City of Metter, Georgia to appoint Mr. Brent Carter as the City of Metter City Attorney for 2026. Councilwoman Kilcrease seconded the motion, and the vote was unanimous.

Homestead Exemption

Councilwoman Gaitten made a motion to increase the homestead exemption for all homeowners' personal residences in Metter to $2,000 per year and an additional $4,000 exemption for all homeowners' personal residences for sixty-five and older that have a federal taxable income of $10,000 or less. Councilman Thomas seconded the motion, and the vote was unanimous.

Appointment to Airport Authority

Councilwoman Kilcrease made a motion to approve a Resolution appointing Mr. Blake Hicks to the Airport Authority for a three-year term ending on December 31, 2028, to replace Mr. Bobby Jones. The following people have applied for the position: Mr. Blake Hicks, Mr. Kirk Simmons, and Mr. Johnny Darell Waters. The Airport Authority is recommending Mr. Blake Hicks. Councilman Thomas seconded the motion, and the vote was two in favor (Councilwoman Kilcrease and Councilman Thomas) and three opposed (Councilwoman Gaitten, Councilman McKie, and Councilwoman Jeffers). The motion failed.

Councilwoman Gaitten offered a motion to approve a Resolution appointing Mr. Kirk Simmons to the Airport Authority for a three-year term ending on December 31, 2028, to replace Mr. Bobby Jones. Councilman McKie seconded the motion, and the vote was three in favor (Councilwoman Gaitten, Councilman McKie, and Councilwoman Jeffers) and two opposed (Councilwoman Kilcrease and Councilman Thomas). The motion passed. It was the opinion of the majority of the council members that Mr. Kirk Simmons was the most qualified to hold the position according to his resume.

Resolution Adding the Mayor and Mayor Pro-tem to all City Bank Accounts

Councilman Thomas made a motion to approve a Resolution adding Mayor Rashida Taylor and Mayor Pro-tem Chyrileen Kilcrease to the signature cards for all City of Metter bank accounts. Councilman McKie seconded the motion, and the vote was unanimous.

Ordinance Amending the City of Metter's Alcohol Ordinance

Councilman McKie made a motion for the first reading of an ordinance amending the City of Metter's Alcohol Ordinance adding a new section, Article XI. "5.08.930 Sale of Mixed Drinks for Off-Premises Consumption." Councilwoman Gaitten seconded the motion, and the vote was unanimous.

Presentation of New Fire Station Project Financing

City Manager Scott Wood led the presentation outlining the financing option for the new fire station project.

Sources and Uses of Funds
City of Metter
Candler County Public Building Authority Revenue Bond

Dated Date	3/10/2026
Delivery Date	3/10/2026

Sources:

Total Project Cost:	$4,531,063.00
Source of Funds:	
2018 SPLOST	1,227,964.75
2024 SPLOST	103,098.25
Bond Proceeds	3,200,000.00
Uses:	
Project Fund Deposits:	
Project Fund	4,398,043.00
Delivery Date Expenses:	
Cost of Insurance	133,020.00
Total Uses of funds	$4,521,063.00

Financing Summary - $3.2 Million Bond

15 YEARS
Reducing Borrowing W/SPLOST on Hand

Bond Principal	$ 3,200,000
Bond Interest	$ 1,202,928
Average Life of Debt	**8.8451**
Final Maturity	5/1/2040
Interest Rate (est.)	**4.25%**

2024 SPLOST

2024 SPLOST Allocated for Fire Station	$1,000,000.00
Used for Project	(103,098.25)
Available for Debt Service	$ 806,901.75
Payable from 2024 SPLOST	$ 896,339
Payable from 2030 SPLOST	$2,103,932
Payable from 2036 SPLOST	$1,402,656

Preliminary Schedule to Closing

Date	Task	Party/Parties

Dec 8	City Council to adopt Reimbursement Resolution	City
Dec 9-31	Hold Groundbreaking	
Week of Jan 5	Circulate draft Request for Offers to working group	Stifel
Jan 12	Distribute Request for Offers to potential investors	Stifel
Feb 4	Receive Proposals from potential investors	Stifel
Feb 9	City Council to award bond and Authorize execution of all Documents/PBA meets to adopt bond resolution and sign IGA	All Parties
Feb 12	File Bond Validation Pleadings/Submit Ad to Metter Advertiser	Gray Pannell/ Local Counsel
Feb 18	Run 1st bond Validation Hearing Ad	Gray Pannell/ Local Counsel
Feb 25	Run 2nd bond Validation Hearing Ad	Gray Pannell/ Local Counsel
Week of Mar 2	Hold Bond Validation Hearing	Gray Pannell/ Local Counsel
Mar 10	Close and deliver funds	All Parties

City Manager Scott Wood informed the council that this information will not require any formal action by City Council, but we are anxious to keep that important issue moving.

OTHER BUSINESS FROM COUNCIL

Councilwoman Gaitten informed city council that there are appointments to be made to the Tree Board. She asked the clerk to advertise for these positions.

Councilwoman Gaitten gave an update on the refurbishing of the historical signs on Kennedy, Lewis, and Rountree Streets. She said that the community is interested in adopting the area around the signs to plant flowers. Mayor Taylor suggested talking to Public Works Director James McCray.

Councilwoman Gaitten expressed the need for a social media policy. Mayor Taylor said that some of the governmental sites have been hacked. She suggested getting a tech to look at it.

Councilwoman Gaitten expressed her appreciation to Public Works Director James McCray. She said that she had a couple of problems with drainage at her house and public works came and helped her get it straightened out.

DEPARTMENTAL REPORTS

Written reports were placed in the agenda packets for council to review.

CITY MANGER'S REPORT

Mr. Wood explained that by July of this year the city must submit to the State an updated inventory of our water and sewer customers who have galvanized or lead service pipes. To comply with that requirement our Water and Sewer staff will be conducting inspections to obtain as much of that information as possible. The city inspection will be limited to accessing the customer's line at the point where it is connected to the water meter. Staff has been reminded of the confusion generated late last year by the letter which was mailed to City customers. We are working to avoid repeating that problem. Information will be placed on the city website, notices will be placed in the Metter Advertiser, and we will include an informational flyer in upcoming water bills. Homes built in 1991 or later are presumed to have been constructed with compliant water lines, so the lines servicing those homes will be exempt from inspection. Because the areas south of downtown seem to include the greater concentration of older homes we will begin working in those areas. Mayor Taylor suggested compiling a list of plumbers in the area to give to the citizens.

Teresa Concannon has scheduled a Planning Commission meeting for the evening of Tuesday, January 13th, to familiarize that commission with the draft provisions of the new Comprehensive Zoning Plan and to invite any suggestions they may have. Our goal is to submit the new plan for review by City Council before the end of January.

We have heard nothing further over the past several months from the developers of any of the housing projects about which the city has been approached.... the "Joey Burke" project (which would have involved the State housing grant), the Central Avenue project, or the East Hiawatha project). Teresa will inform us of any significant new developments regarding any of those projects.

Additionally, earlier last year we were advised to expect a groundbreaking on the new hotel project. Obviously, that did not take place, and I have heard nothing further on the status of that project, although we have no reason to think it is still not alive.

Mayor Taylor has emphasized her interest in developing a better process for how and when DRIs are initiated, and in understanding the scope and dimensions of project inquiries and proposals as early as possible. She and I had lengthy and informative discussion on Tuesday with the Planning Director for the City of Statesboro. We will incorporate some of their practices and methods into our process and continue to work to improve the manner in which DRIs and other development issues are handled by the city in the future.

Mayor Taylor and I met with representatives of Georgia Southern University on Wednesday afternoon to discuss their continued utilization of the Georgia Grown facility. Clearly the City of Metter enjoys a great relationship with Georgia Southern, and the meeting was helpful in identifying areas of common concern about their use and our overall management of the building.

Additionally, we are working with an electrical engineer in the hopes of determining the amounts of electricity usage attributable to the various occupants of the GGIC building, so that those costs can then be accurately charged to the individual users. Age and construction of the building are making that identification project "easier said than done," and perhaps even cost prohibitive, but we will inform you when and if it can be accomplished.

Our fire station groundbreaking last month was a brief and informal event, but one which enabled us to officially and publicly affirm that the project is now a reality.
The event was well attended and supported by our firefighters, who were particularly happy to see a tangible confirmation of the project take place. The project manager, John Lavender, has been given formal notice to proceed. Going ahead with the project has enabled him to order materials and confirm schedule obligations with subcontractors. Additionally, one source of information I reviewed recently stated that construction costs in the state of Georgia increased by 20 % last year, so being able to keep the project moving along is beneficial to the city in managing construction costs. Obviously, everyone could not attend the ceremony, but the weather was cooperative and we are grateful to those who were able to make it as well as for the support of those who could not.

Police Chief McKinley Lewis compiled a comprehensive report of the activities of his department during 2025. That report will be available for review.

The 2.5% COLA which you authorized in this year's operating budget for general employees has now been implemented. On behalf of City employees, thank you for making that happen.

We held a genuinely nice retirement reception for former Mayor Ed Boyd last month. The event was well attended, giving many citizens the opportunity to personally convey their appreciation for his leadership and service to the community.

An inauguration was held on December 30, 2025, for Mayor Rashida Taylor. Mayor Taylor, Councilwoman Tara Jeffers, and Councilman Gregory Thomas were sworn in by Judge Tony Thompson at that ceremony.

MAYOR'S REPORT

Mayor Taylor explained an innovative new program from Georgia City solutions which encourages mayors to get out into the community and read to children, promoting literacy and community engagement. Literacy is not just an education issue. It is an economic, workforce, and quality of life issue. In Georgia, 68% of fourth graders do not read proficiently. * Research shows that children who cannot read proficiently by the end of third grade are more likely to experience poor health, have discipline problems, and drop out of high school. As adults, they are more likely to spend time in prison, struggle with unemployment, live in poverty, and experience poor health outcomes. Mayor Taylor said that she has set February 26 as a date to begin working with this issue.

Mayor Taylor informed the city council that she would be meeting with city staff to produce a calendar that will include everything happening for the year so it can be posted and pushed out ahead of time.

ADJOURNMENT

After no further discussion, Councilman McKie made a motion to adjourn the meeting at 6:52 p.m. Councilwoman Gaitten seconded the motion, and the vote was unanimous.

____
Angie Conner, City Clerk

City of Metter

49 South Rountree Street
Post Office Box 74
Metter, Georgia 30439

Metter GEORGIA CITY OF METTER Everything's Better in Metter!

CITY OF METTER
SPEAKER APPEARANCE FORM

SECTION I

SPEAKER'S NAME: Jan Trapnell - Dr. Vendie Hooks

ADDRESS: 427 S. Kennedy St, Metter, GA 30439

TELEPHONE #: Work ______ Home ______ Cell 559-816-1303

EMAIL ADDRESS: jstrap48@gmail.com

REPRESENTING: ~~Self~~ - tree board

I wish to speak at the meeting to be held on (date) 2/9/26 regarding

citizens/Businesses adopting areas of city for improvement/maintenance

SECTION II

If you are being paid a fee, are directly employed by, or are indirectly being compensated for representing another individual or group of people or a corporation on the subject to which you will be speaking, you are required to complete this section.

NAME OF PERSON(S), GROUPS, OR FIRMS BEING REPRESENTED:

City of Metter

MAYOR & COUNCIL
Rashida Taylor, Mayor
Chyrileen Kilcrease, Mayor Pro Tem
Victoria Gaitten
Gregory Thomas
James McKie
Tara Jeffers

49 South Rountree Street
Post Office Box 74
Metter, Georgia 30439

APPOINTED OFFICIALS
Scott Wood, City Manager
Angie Conner, City Clerk
Brent Carter, City Attorney
J. Kendall Gross, Municipal Judge

Signature   Date 2/2/24

- Requests to speak before the City Council must be received in the City Clerk's office no later than noon on the preceding Monday prior to the regular meeting (see meeting schedule at www.metter-candler.com).
- Each person desiring to speak before the City Council should complete a separate form.
- Please return this form to City Hall, located at 49 South Rountree Street; by mail (P.O. Box 74, Metter, Georgia 30439); by fax (912-685-3364); or email aconner@cityofmetterga.gov. If you have questions about this form, please call 912-685-2527.
- **Request to present sales or service information or to solicit sales in any form will not be honored. Sales information should be provided to the Purchasing Manager, 912-685-2527.**

CITY OF METTER, GEORGIA
RULES & PROCEDURES FOR CITY COUNCIL MEETINGS

The public will be afforded the opportunity to address the Mayor and City Council at each meeting, during the citizen comment portion, and only at the time shown on the agenda.

Public comments will be limited in time to a total of three minutes per speaker, and a total time limit at any one meeting of 15 minutes. If more than five potential speakers sign up to make public comments, then the total amount of time permitted for each individual speaker will be reduced by an announcement of the presiding officer, so as to limit the total time to 15 minutes.

Residents of the City of Metter or owners of businesses maintaining a business site physically situated within the city limits who wish to address city council must sign a Public Comment Card prior to the start of the meeting.

Persons not residing within the City of Metter or who do not own a business with a site physically situated within the corporate limits of the City of Metter must first request that they be placed on the agenda for the upcoming regular meeting, such request to be made in writing to the City Clerk by no less than five (5) business days immediately preceding the meeting at which they wish to speak.

No person may sign up more than once per meeting in an effort to gain more time for public comment.

Speakers may raise any point of concern regarding any matter on the agenda or any matter over which the governing body has jurisdiction, but each speaker must maintain a decorous demeanor and refrain from personal attacks upon members of the governing body or any employees, or shouting, or using obscene language. The presiding officer may interrupt and take the floor away from individuals who violate these rules of conduct.

Members of the public are not allowed to participate in any debate or discussion being conducted by the members of the governing body.

Comments which are redundant or repetitive from previous statements made in the same meeting may be ruled out of order and terminated by the presiding officer.

Throughout the time the City Council is receiving public input, neither the Mayor nor any City Council member shall interrupt, question, or otherwise engage in any kind of debate with a speaker who has the floor.

City Council meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Mayor reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager for administrative resolution.

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF METTER (THE "**CITY**"), RATIFYING THE APPROVAL OF THE BOND RESOLUTION ADOPTED BY THE CANDLER COUNTY PUBLIC BUILDING AUTHORITY (THE "**AUTHORITY**") AUTHORIZING THE ISSUANCE OF ITS REVENUE BOND FOR THE PURPOSE OF ACQUIRING, CONSTRUCTING, AND EQUIPPING A NEW FIRE STATION COMPLEX FOR THE CITY; TO AUTHORIZE THE MAYOR TO TRANSFER PROPERTY TO THE AUTHORITY AND TO EXECUTE THE LEASE; TO AUTHORIZE THE MAYOR AND OTHER OFFICIALS OF THE CITY TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE SERIES 2026 BOND; AND FOR OTHER PURPOSES.

WHEREAS, the Mayor and Council of the City of Metter, Georgia, as the governing body for the City, has requested that the Authority issue its revenue bond to provide funds to acquire, construct and equip a new fire station complex for the City (the "**Project**"); and

WHEREAS, in accordance with a request for financing proposals, bids were taken for the purchase of the CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026, in the principal amount of $3,200,000 (the "**Series 2026 Bond**"), and the City Manager of the City, reviewed the bids and determined that the best bid for the Series 2026 Bond was submitted by Queensborough National Bank & Trust Company;

WHEREAS, the Authority adopted a bond resolution on February 9, 2026 (the "**Bond Resolution**"), authorizing the issuance of the Series 2026 Bond, a certified copy of which is on file with the City Clerk; and

WHEREAS, payment of the Series 2026 Bond and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by the City pursuant to the provisions of an intergovernmental lease contract to be entered into by the City and the Authority as of the date of issuance of the Series 2026 Bond (the "**Lease**"), the form of which is on file with the City Clerk; and

WHEREAS, the Lease provides for the payment by the City, as lessee, to the Authority, as lessor, or to its assignee for the account of the Authority, of the amounts to be set forth in the Lease sufficient to pay the principal of and interest due on the Series 2026 Bond authorized as the same shall become due and payable; and

WHEREAS, it is proper that the Mayor and Council authorize the Mayor or City Manager to execute documents conveying title to the Project to the Authority and to execute the Lease, to provide for the Project to be funded with proceeds from the sale of the Series 2026 Bond; and

WHEREAS, it is proper that the City Council ratify and approve the actions of the City Manager of the City and of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City as follows:

1. The Mayor and Council hereby approve and ratify the actions of the Authority in the adoption of the Bond Resolution and hereby approves the actions taken by the Authority, the City Manager of the City, and other officials, including specifically the acceptance of the best bid for the Series 2026 Bond, as described in the Preamble to this resolution. The Mayor and Council hereby approve and accept the term sheet for the purchase of the Series 2026 Bond submitted by Queensborough National Bank & Trust Company, a copy of which has been presented to the Mayor and Council at this meeting and which is on file and of record with the City Clerk. The form of the Bond Resolution, which is on file and of record with the City Clerk, has been considered by the Mayor and Council, and the issuance of the Series 2026 Bond and the terms of the Series 2026 Bond to be issued by the Authority is hereby approved in all respects.

2. The Mayor and Council hereby request that the Authority issue the Series 2026 Bond in the principal amount of $3,200,000 to pay anticipated costs of the Project and the costs of issuance for the Series 2026 Bond.

3. The Mayor or City Manager are hereby authorized to execute such deeds as may be required to convey property to the Authority, which is to be property subject to the Lease. The Mayor or City Manager is authorized to approve the form of such deeds and the exhibits thereto, and the City Clerk is authorized to attest the execution by the Mayor or City Manager of such deeds and to affix the seal of the City to such documents.

4. The Mayor and Council hereby approve the form of the Lease, and authorize the Mayor or City Manager, with the advice of the City Attorney, to finalize the terms of the Lease and to execute the Lease, and the City Clerk is authorized to attest the execution by the Mayor or City Manager of the Lease and to affix the seal of the City to such document.

5. The City, pursuant to § 265(b)(3) of the Internal Revenue Code, as amended (the "Code"), does hereby irrevocably allocate to the Authority such amount of the City's qualified small issuer exemption under § 265(b)(3) of the Code as equals the aggregate par amount of the Series 2026 Bonds when issued; provided, however, said allocation shall only be applied to obligations which qualify as "qualified tax-exempt obligations" pursuant to § 265(b)(3) of the Code. This allocation is for and in consideration of the benefits the City is to receive pursuant to the Lease. The City hereby certifies that the reasonably anticipated amount of qualified tax-exempt obligations which it will issue during calendar year 2026 will not exceed $10,000,000.

6. The Mayor, City Manager, Finance Director, City Clerk, City Attorney, and such other officers or agents of the City as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2026 Bond, to execute, deliver, and fulfill the obligations of the City pursuant to the Lease, and to execute closing documents necessary for the issuance of the Series 2026 Bond, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution, including the execution of the Placement Agent Agreement with Stifel, Nicolaus & Company, Incorporated.

APPROVED AND ADOPTED this February 9, 2026.

CITY OF METTER, GEORGIA

By: ______________________________
Mayor

(S E A L)

Attest: ______________________________
City Clerk

CITY CLERK'S CERTIFICATE

I, the undersigned City Clerk of the City of Metter, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a bond resolution adopted by the City Council of the City of Metter in public meeting properly and lawfully assembled on February 9, 2026, the original of which resolution has been entered in the official records of the City under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

____
City Clerk

LEASE CONTRACT

by and between

CANDLER COUNTY PUBLIC BUILDING AUTHORITY

and

CITY OF METTER, GEORGIA

Dated as of March 10, 2026

Relating to the issuance of

$3,200,000
in principal amount of
CANDLER COUNTY PUBLIC BUILDING AUTHORITY
REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026

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Exhibit 1 - REAL PROPERTY DESCRIPTION

STATE OF GEORGIA)
) LEASE CONTRACT
CANDLER COUNTY)

This Lease Contract (the "**Lease**"), made and entered into as of March 10, 2026, by and between the CANDLER COUNTY PUBLIC BUILDING AUTHORITY (the "**Authority**" or the "**Lessor**"), a public body corporate and politic which is deemed to be an instrumentality and a public corporation of the State of Georgia, as Lessor, and the CITY OF METTER, GEORGIA (the "**City**" or the "**Lessee**"), a municipal corporation of the State of Georgia located in Candler County, as Lessee.

WITNESSETH:

WHEREAS, the Authority was created by an act of the General Assembly of the State of Georgia, Ga. Laws 2004, p. 4474 (the "**Act**"), which authorizes the Authority to acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease, and dispose of "projects" which is defined in the Act to include all: (a) buildings and facilities necessary or convenient for the efficient operation of Candler County, Georgia, or any department, agency, division, or commission thereof, the Candler County School District, or any other political subdivision or municipality of the State of Georgia located within Candler County, Georgia (which includes the City of Metter, Georgia), and (b) any "undertaking" permitted by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated (the "**Revenue Bond Law**");

WHEREAS, the Act also provides for the issuance of revenue bonds by the Authority in accordance with the provisions of the Revenue Bond Law for the purpose of paying all or any part of the costs of a project and for the purpose of refunding revenue bonds or other obligations previously issued.

WHEREAS, pursuant to Article IX, Section III, Paragraph 1(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the Act, the Authority is empowered to make contracts, leases and other instruments relating to its projects in furtherance of the purposes of the Authority, and to construct and equip projects and to issue revenue bonds payable from the rents and revenues of the Authority and its projects for the purpose of paying all or any part of the cost associated with the projects authorized by the Authority; and

WHEREAS, the Mayor and City Council of the City of Metter has requested that the Authority issue its revenue bond to provide funds for the acquisition, construction and equipping of a new fire station complex (the "**Project**"), for the use by the City in its governmental, proprietary, and administrative functions; and

WHEREAS, in accordance with the request of the City, the Authority adopted a bond resolution on February 9, 2026 (the "**Resolution**"), providing for the issuance of the CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026 (the "**Series 2026 Bond**"), in the principal amount of $3,200,000, for the purpose of financing the Project; and

WHEREAS, the payment of the Series 2026 Bond shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by the City for the use of the Project; and

WHEREAS, surveys, plans, and specifications for the Project, and estimated costs of the Project are on file in the offices of the City and, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; the City and the Authority have determined that the Project is desirable for the efficient operation of the City; and

WHEREAS, the City has conveyed or will cause to be conveyed certain property to the Authority, including items of equipment or other facilities which comprise portions of the Project, more specific descriptions of which are attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the City is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the Lessee and other available funds and to obligate the Lessee to make payment thereof to the Authority of the amounts provided for in this Lease; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia (the "**State**"), Candler County (the "**County**") or the City, but such bonds shall be payable from the rentals, revenues, earnings, and funds of the Authority as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State, County, or the City to levy or pledge any form of taxation whatever for the payment thereof; however, the City may obligate itself to make the payments required under any contract or lease entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall constitute a general obligation and pledge of the full faith and credit of the City but shall not constitute a debt of the City within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, following study and investigation, the City has determined that it is in the best interest of the City to enter into this Lease with the Authority for the benefit of the City and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, and in order to secure payment of the Series 2026 Bond it is hereby agreed as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. <u>Definitions</u>. All words and phrases defined in Section 101 of the Resolution shall have the same meanings in this Lease.

Section 1.02. <u>Rules of Construction</u>. Unless the context clearly indicates to the contrary:

(a) "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Lease; and

(d) the titles preceding each Section of this Lease are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Lease.

[END OF ARTICLE I]

ARTICLE II

REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease. The Constitution of the State of Georgia, Art. IX, § III, ¶ I(a), provides that:

> "[A]ny county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide."

Section 2.02. Creation and Powers of Authority. Under the Act, the Authority is empowered to acquire, construct, maintain, operate, lease, and dispose of "projects" which is defined in the Act to mean all buildings and facilities necessary or convenient for the efficient operation of Candler County, Georgia, or any department, agency, division, or commission thereof, the Candler County School District, or any other political subdivision or municipality of the State of Georgia located within Candler County, Georgia (which includes the City of Metter, Georgia), and any "undertaking" permitted by the Revenue Bond Law. The Act further empowers the Authority to make contracts, leases and other instruments relating to its projects in furtherance of the purposes of the Authority, and to construct and equip projects and to issue revenue bonds payable from the rents and revenues of the Authority and its projects for the purpose of paying all or any part of the cost associated with the projects authorized by the Authority.

Section 2.03. The Project. For and in consideration of the Authority issuing its revenue bond to provide funds sufficient, together with other funds available to the City, to finance the costs of the Project, and in accordance with the foregoing constitutional and statutory power and authority, the City, as grantor, directly or through its intermediaries, contemporaneously with the issuance of the Series 2026 Bond, shall convey to the Authority, as grantee, the Project or portions thereof held by the City.

All building improvements, facilities, equipment and personal property constituting a part of the Project which may be acquired with proceeds of the Series 2026 Bond subsequent to the execution of this Lease, shall be subject to the provisions hereof, and the Authority and the City may take such actions as they deem necessary and proper, including amending this Lease, to reflect the inclusion of such property under the provisions hereof.

More specific descriptions of the Project are attached hereto and made a part hereof as Exhibits A.

Section 2.04. Lease of the Project. The Lessor hereby leases the Project to the Lessee and the Lessee hereby leases the Project from the Lessor in accordance with the provisions hereof. The facilities comprising the Project shall be acquired, constructed, and equipped substantially in accordance with the plans and specifications therefor which are on file in the offices of the Lessee, which plans and specifications have been and, by the execution of this

Lease by the parties, hereby are approved by the Authority and the Lessee. The Authority and the Lessee may amend the plans and specifications to include or delete various facilities, items of property and equipment so that all such facilities actually comprising the Project will be utilized for the most efficient operation of the Lessee, in the performance of its governmental, proprietary and administrative functions.

Section 2.05. The Bonds. In order to pay costs of the Project, the Authority has authorized the issuance of the Series 2026 Bond, for which provision is made upon the terms set forth in the Resolution, a certified copy of the Resolution is on file in the records of the Authority and the Lessee.

Section 2.06. Representations and Warranties of the Authority. The Authority makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as an instrumentality of the State;

(b) The acquisition, construction, and equipping of the Project, the issuance and sale of the Series 2026 Bond, the execution and delivery of this Lease and the Resolution, and the performance of all covenants and agreements of the Authority contained in this Lease and of all other acts and things required under the Constitution and laws of the State to make this Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under this Lease.

Section 2.07. Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Lessee is a municipal corporation under the laws of the State of Georgia having power to enter into and execute and deliver this Lease, and, by proper action of its governing body, has authorized the execution and delivery of this Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Lease and the Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Lease by it except as shall have been obtained as of the date hereof;

(b) The proceeds of the Series 2026 Bond to be deposited in the Construction Fund under the Resolution, together with the investment income thereon, and together with such other funds, if any, as may be necessary to be contributed to the Project by the Lessee in accordance with this Lease, will be sufficient to pay the cost of acquiring, constructing, and equipping the Project substantially in accordance with the plans and specifications and in a manner suitable for the intended operations thereof;

(c) The Lessee does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the Project or that the Project or any portions thereof will be suitable to the Lessee's needs, and the Lessee recognizes that the Authority is not authorized to expend any funds for the Project other than rental revenue received by it therefrom or the proceeds of the Series 2026 Bond or other funds granted to it for such purposes;

(d) The authorization, execution, delivery, and performance by the Lessee of this Lease and compliance by the Lessee with the provisions thereof do not violate the laws of the State of Georgia relating to the Lessee or constitute a breach of or a default under any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(e) All portions of the Project which shall have been acquired by the Lessee prior to the execution and delivery of the Series 2026 Bond and for which the Lessee is to receive payment or reimbursement from bond proceeds shall have been the subject of a resolution or declaration of official intent under Treasury Regulations § 1.150-2 adopted by the Lessee not later than 60 days after the date the Lessee pays for such equipment or other facilities; and

(f) There is no litigation or proceeding pending, or to the knowledge of the Lessee threatened, against the Lessee or any other entity which would have a material adverse affect on the right of the Lessee to execute this Lease or its ability to comply with any of its obligations under this Lease.

[END OF ARTICLE II]

ARTICLE III

ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. <u>The Series 2026 Bond</u>. The Authority will issue its Series 2026 Bond, payable in accordance with the Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of all Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. <u>Date, Denomination, and Maturities</u>. The Series 2026 Bond shall be dated as of its date of issuance and delivery, and will be issued as a single-instrument bond in the name of Queensborough National Bank & Trust Company, as registered owner of the Series 2026 Bond. The Series 2026 Bond shall bear interest at the fixed rate of 4.000% per annum, and shall mature on May 1, 2040, subject to optional redemption as provided in the Resolution and the form of the Series 2026 Bond.

Section 3.03. <u>Interest Payments</u>. Interest on the Series 2026 Bond will be paid on each Payment Date, beginning May 1, 2026, in the manner stated in the Series 2026 Bond until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. <u>Security for Bonds</u>. In order to secure the prompt payment of the principal of and interest on the Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Bonds all the Basic Rent to be derived from this Lease, together with other funds and proceeds described in Section 701 of the Resolution.

Section 3.05. <u>Tax Covenants; Designation of Qualified Tax-Exempt Obligation</u>.

(a) In order to maintain the exclusion from federal gross income of interest on the Series 2026 Bond, the Authority and the City covenant to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owners of the Series 2026 Bond, the Authority and the City agree to comply with the provisions of a federal tax certificate to be executed by an authorized officer of the Authority based upon representations made by the City and delivered simultaneously with the issuance and delivery of the Series 2026 Bond.

(b) The Authority has designated the Series 2026 Bond as a "qualified tax-exempt obligation" within the meaning of § 265(b)(3) of the Code. Based upon the representations of the City, the Authority covenants that the reasonably anticipated amount of tax-exempt obligations (including the Series 2026 Bond) which the Authority will issue on behalf of the City, together with any tax-exempt obligations issued by the City and any entity subordinate to the City and all other entities which issue obligations on behalf of the City, during the calendar year in which the Series 2026 Bond is issued does not exceed $10,000,000.

Section 3.06. Financial Reports. The City shall, not later than 270 days from the end of each Fiscal Year of the City, provide to each Bondowner copies of the City's financial statements audited by a firm of certified public accountants. In the event audited financial statements are not available within 270 days from the end of said Fiscal Year, the City shall provide each Bondowner copies of the City's unaudited financial statements, and shall furnish copies of the audited financial statements to each Bondowner within 3 days of same becoming available. In addition, the City shall provide to each Bondowner copies of the City's annual adopted budget within 30 days of the applicable approval thereof.

[END OF ARTICLE III]

ARTICLE IV

ACQUISITION OF PROJECT

Section 4.01. <u>Acquisition of the Project; Installation of Improvements and Extensions by Lessee</u>.

(a) The Authority will cause the proceeds from the sale of the Series 2026 Bond to be applied in accordance with Section 401 of the Resolution, and the City has conveyed or will convey the Project to the Authority in accordance with Section 2.03 hereof.

(b) The Authority authorizes the Lessee, subject to the terms and conditions set forth in this Lease, to provide for the acquisition, construction, and equipping of the Project substantially in accordance with the plans and specifications which have been approved by the parties, and, from and after the initial disbursements from the Construction Fund for which provision is made in Section 402, the Lessee, as the agent of the Authority for such purpose, will undertake and complete, on behalf of the Authority, the acquisition, construction, and equipping of the Project, and payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 404 of the Resolution. The Lessee, as such agent, will make all contracts and do all things necessary for the acquisition, construction, and equipping of the Project for public use by the Lessee upon the terms and conditions set forth in this Lease. The Lessee will acquire, construct, and equip the Project with all reasonable dispatch and with due diligence to completion, delays caused by force majeure only excepted.

Section 4.02. <u>Construction Fund</u>. At and upon the delivery of and payment of the Series 2026 Bond, the Authority will apply the proceeds received from the sale thereof in the manner set forth in Section 401 of the Resolution and after the payment of the money provided for in subparagraphs (a) and (b) of Section 401 of the Resolution, the Authority will deposit the balance of the proceeds from the sale of the Series 2026 Bond in the Construction Fund.

Section 4.03. <u>Agency of Lessee</u>.

(a) The Authority, by the authorization and execution of this Lease and by the adoption of the Resolution, appoints the Lessee as its agent to contract for and complete the acquisition, construction, and equipping of the Project, including specifically the acquisition of easements, rights-of-way, or other interests in property by condemnation or through other means, and to authorize payment of the costs thereof from the Construction Fund in accordance with the provisions of the Resolution, and the Lessee, by the execution hereof, accepts such appointment and covenants that it will complete the acquisition and installation of all equipment and other facilities constituting a part of the Project with due diligence.

(b) The agency created by this Section shall be irrevocable and shall terminate only upon completion of the Project, and nothing contained in this Lease shall relieve the Lessee of its obligation to pay Basic Rent and Additional Rent pursuant to the provisions hereof.

Section 4.04. <u>Modifications and Changes in Plans</u>. There shall be made only such modifications or changes in the plans and specifications as may be directed by the Authorized Lessee Representative. The Authority will enter into or accept the assignment of such contracts as the Lessee may request in writing signed by the Authorized Lessee Representative in order to accomplish such acquisition and installation.

Section 4.05. Powers Vested in Authorized Lessee Representative. By the authorization and execution of this Lease, the Lessee hereby vests the Authorized Lessee Representative with the power and authority to act on behalf of the Lessee in all matters relating to this Lease and to the Project, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the Lessee hereunder.

Section 4.06. Costs of the Project. For the purposes of this Article, the costs of acquiring, constructing, and equipping the Project to be paid from the Construction Fund shall include the costs shown in the plans and specifications and which may, but shall not necessarily, include the purchase of various items of real and personal property, including easements, rights-of-way, or other interests in property; costs of construction and installation; costs of indemnity and fidelity bonds; premiums on insurance (if any) in connection with the Project during the acquisition, construction, and equipping of the Project; fees and expenses of engineers and architects for surveys, estimates, preparation of plans, specifications, and drawings and supervising of acquisition, construction and equipping, as well as for the performance of all other duties of such engineers and architects in relation to the Project; actual expenses of administration of acquisition, office, and legal expenses, audits, and all other costs of expenditures not herein specified incident to the acquisition, construction, and equipping of modern and efficient facilities, including the financing charges and all expenses incident to the financing of the Project; all other expenses preliminary to authorization and issuance of the Series 2026 Bond; and obligations incurred for labor and contractors, builders, suppliers, and materialmen in connection with the Project and for the placing of various facilities comprising the Project into operation.

Section 4.07. Lessee to Provide Funds for Completion. In the event the assets in the Construction Fund available for payment of the costs of the Project shall not be sufficient to pay the costs thereof in full, the Lessee will complete the Project and, unless Parity Bonds are issued to fund such deficiency, as provided in Section 507 of the Resolution, will pay directly or pay to the Authority for deposit into the Construction Fund the amount required for completion of the Project. The Authority does not make any warranty, either express or implied, that the funds which will be paid into the Construction Fund from the sale of the Series 2026 Bond and which, under the provisions hereof, will be available for payment of the costs of the Project will be sufficient to pay all the costs which will be incurred therefor. In the event the Lessee shall be required to pay any of the costs of completion of the Project pursuant to the provisions of this Section, the Lessee shall not be entitled to any reimbursement therefor from the Authority or the Bondowners, nor shall it be entitled to any diminution of the rents payable under the provisions of Sections 5.03 and 5.04.

Section 4.08. Enforcement of Contracts and Surety Bonds. In the event of default of any contractor or subcontractor under any contract made in connection with the Project or in the event of a breach of warranty with respect to materials, equipment, workmanship, or performance in connection with the Project, the Lessee, in its own name or in the name of the Authority, may proceed, either separately or in conjunction with others, to exhaust the remedies of the parties against the manufacturer, contractor, or party so in default and against each of their sureties for the performance of such contract and may prosecute or defend any action or proceeding or take any other action involving any such manufacturer, contractor, party, or surety which the Lessee deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing prior to the completion of the Project shall be paid into the Construction Fund and after such completion shall be used for the purchase or installation of replacement facilities or equipment or paid into the Sinking Fund.

[END OF ARTICLE IV]

ARTICLE V

EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Section 5.01. <u>Term of Lease</u>.

(a) The Authority leases to the Lessee and the Lessee leases from the Authority, for the use of the Lessee for the purposes specified herein and in the Constitution and laws of the State of Georgia, all real and personal property constituting the Project which are more particularly described on <u>Exhibit A</u> attached hereto and made a part hereof, in accordance with the provisions hereof, at the rental covenanted by the Lessee in this Article to be paid and in accordance with the provisions of this Lease. This Lease shall be the binding obligation of the parties from and after its execution by the last party to execute the same. The term of this Lease shall begin with the issuance and delivery by the Authority of the Series 2026 Bond and shall continue in full force and effect until all the Bonds which shall have been issued and are outstanding and the interest thereon have been paid or provision for the payment thereof shall have been made in accordance with the provisions of the Resolution, but in no event shall the term hereof exceed 50 years.

(b) The Authority covenants that it has or will acquire marketable fee simple title to the Project. All portions thereof have been or will be properly conveyed to the Authority by the Lessee.

Section 5.02. <u>Possession; Quiet Enjoyment; Release of Property</u>.

(a) The Authority has or will deliver to the Lessee sole and exclusive possession of the Project and the Lessee will accept possession of such facilities upon such delivery.

(b) The Authority has not and will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the Project during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

Section 5.03. <u>Basic Rent</u>.

(a) At least five business days prior to each May 1 and November 1 in each year, beginning May 1, 2026, until the principal of and interest on the Series 2026 Bond shall have been paid or provision therefor shall have been made in accordance with the Resolution, the Lessee will deposit, for the account of the Authority, directly to the Sinking Fund, a sum equal to the amount necessary to provide sufficient funds for the payment of all principal and interest coming due on the Series 2026 Bond, whether by reason of maturity, scheduled mandatory redemption, or otherwise (the "**Basic Rent**").

(b) At such time as the amount held in the Sinking Fund shall be sufficient to pay, at the times required, the principal of and interest on the Bonds then outstanding and unpaid, the Lessee shall not be obligated to make any further payments of Basic Rent.

(c) All payments of Basic Rent will be applied in the manner provided in the Resolution.

Section 5.04. Additional Rent. The Lessee shall also pay to the persons entitled thereto as Additional Rent hereunder, until the principal of and interest on all of the Bonds shall have been fully paid or provision of the payment thereof shall have been made in accordance with the provisions of the Resolution:

(a) all utility rents, service fees, maintenance, and other charges incurred in connection with the Project or any part thereof;

(b) the fees of the Bond Registrar and Paying Agent (if any); and

(c) any and all other fees, charges, expenses, and items of any kind or nature whatever that may become due and payable by the Authority or the Lessee in any way arising out of the Resolution or the Project or out of the issuance of the Series 2026 Bond or out of this Lease.

Section 5.05. Rent as a Continuing Obligation of the Lessee. In the event the Lessee should fail to make any of the payments required in its Article, the item or installment due and not paid shall be a continuing obligation of the Lessee until the amount due shall have been paid in full together with interest thereon at the highest rate borne by the Bonds.

Section 5.06. Prepayment of Basic Rent. The Basic Rent for which provision is made in this Article shall be subject to prepayment, in whole or in part, for the purpose of paying, at the option of the Lessee, all or part of the Outstanding Bonds in accordance with the provisions of the Resolution. The Lessee shall pay all costs which may be incurred in connection with the payment or defeasance of the Bonds.

Section 5.07. Call of Bonds for Redemption. No prepayment of any amount of Basic Rent in accordance with the provisions of Section 5.06 hereof shall relieve the Lessee to any extent from its obligations hereafter to make the full Basic Rent and Additional Rent payments required by the provisions hereof until all Outstanding Bonds issued under the Resolution and the interest thereon and the charges of the Bond Registrar and Paying Agent, if any, have been paid in full. Upon any prepayment of Basic Rent, as authorized by Section 506, in part, the amount of such prepayment shall be used for the purpose of paying or redeeming the Bonds. If less than all of the Bonds of any maturity are to be called for redemption, the Bonds of such maturity shall be called for redemption by lot in the manner prescribed by the Paying Agent. Upon the prepayment of such Basic Rent in whole the amount of such prepayment shall be used to pay or redeem all Outstanding Bonds in the manner provided in the Resolution.

Section 5.08. Basic Rent Deposited to Sinking Fund. The Basic Rent for which provision is made in Section 5.03(a) shall be deposited by the Lessee directly to the Sinking Fund for the account of the Authority. The Additional Rent for which provision is made in Section 5.04 shall be paid directly to the persons entitled thereto, or, with regard to the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent in the circumstances described in Section 509(a) and (b) of the Resolution, to the special fund described therein.

Section 5.09. Lessee's Obligations Unconditional. The obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Resolution, together with all fees and expenses incident thereof, the Lessee (i) will not suspend or discontinue any payments of Basic Rent or Additional Rent, (ii) will perform and observe all of its other covenants and agreements contained in this Lease, and (iii) will not terminate this Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Resolution, failure to complete the Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, force majeure, destruction of or damage to the Project or any part thereof, frustration of purpose, the unavailability for use by the Lessee on the date hereof or on any date hereafter of the Project or of any item of equipment, machinery or other facility included therein, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease or out of the Resolution, including any failure of the Authority to acquire or to have acquired any portion of the equipment or other facilities covered or to be covered by this Lease on the date hereof or on any date hereafter. The Lessee will bear all risk of damage to, or destruction in whole or in part, of the Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the Lessee with any of the terms of this Lease.

Section 5.10. Lessee's Remedies. If the Authority shall fail to perform any of its agreements in this Lease, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel such performance so long as such action shall not violate the Lessee's obligations to pay Basic Rent or Additional Rent. The Lessee may at its own cost and expense, and in its own name or in the name of the Authority, prosecute or defend any action or proceeding against third parties or take any other action which the Lessee deems reasonably necessary in order to insure the acquisition, construction, and equipping of the Project and to secure or protect its rights of possession, occupancy, and use of the Project under this Lease, in which event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceedings if the Lessee shall so request.

Section 5.11. Tax Levy to Pay Rent. The Lessee will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. As security for the payments required to be made and the obligations required to be performed by the Lessee hereunder, the Lessee hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The Lessee, in order to make such funds available for such purpose in each fiscal year, will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Lease, include sums sufficient to satisfy the payments required to be made under this Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the Lessee to make the payments provided for pursuant to the terms of this Lease shall constitute a general obligation of the Lessee and a pledge of the full faith and credit of the Lessee to provide the funds required to fulfill such obligation.

Section 5.12. [Reserved].

Section 5.13. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the Project superior to the lien herein created for the payment of the Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the Project and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Bonds.

Section 5.14. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the Project *pari passu* with the Series 2026 Bond for the specific purpose of completing the financing of the Project or financing further improvements or additions, real or personal, to the Project, provided all the provisions of Section 507 of the Resolution are met.

[END OF ARTICLE V]

ARTICLE VI

REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION OF THE PROJECT BY THE LESSEE; RELEASE AND REMOVAL OF THE PROJECT OR PORTIONS OF THE PROJECT

Section 6.01. Use, Operation, Maintenance, and Repair. The Lessee will operate and use the Project only in furtherance of the lawful governmental, proprietary, and administrative purposes of the Lessee. The Lessee, at its own expense, at all times will maintain, preserve, and keep the Project and every part thereof and all property used in connection therewith in good condition, repair, and working order and will from time to time make all needed and proper repairs, replacements, additions, betterments, and improvements thereto so that the use of the operations pertaining to the Project and to every part thereof shall at all times be conducted properly.

Section 6.02. Removal of Equipment. Neither the Authority nor the Lessee is under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Project. In any instance where the Lessee in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Lessee may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the Lessee, and the Lessee may sell, trade, exchange, or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the Project.

Section 6.03. The Project Free from Liens. The Lessee will not permit, either in the operation, maintenance, repair, improvement, alteration or modification of the Project or any building, facility, or equipment constituting any part hereof, any lien, debt, pledge, assessment, encumbrance, or charge thereon, or on any part thereof, or upon the revenue derived therefrom, ranking equally with or superior to the charge or lien created upon , or the pledge of the Basic Rent from the Project made by the Resolution to secure the payment of the Bonds, and all lawful claims and demands for labor, materials, supplies, or other charges, assessments, or objects, which if unpaid might by law become a lien upon the Project or upon the revenue therefrom, will be promptly paid or discharged, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom unless, by nonpayment of any such item the lien created by the Resolution on the revenue from the Project will be materially endangered or the Project or the revenue therefrom will be subject to loss or forfeiture, in which event such lien, charge, or assessment shall be paid promptly. The Authority will cooperate fully with the Lessee in any such contest, and in the event the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Authority may, but shall be under no obligation to, pay the same, and any amounts so advanced therefor by the Authority shall become an additional obligation of the Lessee, which amount, together with interest thereon at the legal rate from the date thereof, the Lessee shall repay on demand.

Section 6.04. Alterations and Improvements to the Project. The Lessee, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications, or improvements to the Project, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes.

Section 6.05. Release and Removal of the Project or Portions of the Project. Upon the request of the City, the Authority shall promptly convey to the City all of the Authority's rights, title, and interest to any of the Project or any portions of the Project, if the City, in its sole discretion determines that it is necessary for and desirable for any such Project or portions thereof to be conveyed to the City. The release and removal from this Lease of any Project or any portions of the Project and conveyance thereof to the City shall in no way affect or diminish the obligations of the City to pay Basic Rent or Additional Rent under the provisions of this Lease.

[END OF ARTICLE VI]

ARTICLE VII

INSURANCE AND INDEMNITY

Section 7.01. Insurance. During the acquisition, construction, equipping, and installation of the Project and throughout the term of this Lease, the Lessee shall carry property and casualty insurance (provided the same is available at a reasonable premium) covering the Authority and the Lessee, and the Lessee shall keep the insurable portions of the Project continuously insured in the same manner and with the same relative coverage as comparable facilities of the Lessee are insured and shall pay, as the same shall become due, all premiums with respect to such insurance.

Section 7.02. Notice of Cancellation. All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the Lessee to the Authority.

Section 7.03. Deductible Amounts. All insurance carried by the Lessee shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

(a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado, or winds; and

(b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the Lessee, and may be written with deductible amounts comparable to those on similar policies carried by the Lessee. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the Lessee. All insurance herein required may be contained in blanket policies now or hereafter maintained by the Lessee.

Section 7.04. Damage or Destruction.

(a) If, prior to full payment of the Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the Resolution, any building or other facility constituting any portion of the Project is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the Lessee will continue to make the payments of Basic Rent and Additional Rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the Lessee in a separate trust account, whereupon the Lessee will proceed promptly to repair, rebuild, or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the substitution and addition of other property, as may be desired by the

Lessee unless the Lessee determines that such replacement or repair is not in the best interest of the Lessee. If such property is to be repaired, rebuilt, or restored, the Lessee will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement, or repair, the Lessee will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding, or restoration, or if it shall be determined that such repair, rebuilding, or restoration is not in the best interest of the Lessee, then and in that event all of such net proceeds shall be paid into the Sinking Fund and may, at the Lessee's option and to the extent practicable, be used for the payment of Bonds as provided in the Resolution or may be applied against payments of Basic Rent. If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the Lessee.

Section 7.05. Condemnation. In the event that title to or the temporary use of the Project or any part thereof shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the payments of Basic Rent and Additional Rent specified herein, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the Lessee in a separate trust account. All such proceeds received by the Lessee referable to taking of all or substantially all the Project, unless the Lessee by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 7.06, shall be paid into the Sinking Fund, or, if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment of all Bonds payable from the Sinking Fund by the payment of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.06. Condemnation Proceeds. All condemnation proceeds received by the Lessee referable to a taking of less than substantially all the Project or less than substantially all of any facility constituting a part thereof shall be applied by the Lessee as follows:

(a) If the Lessee, by resolution of its governing body, determines that the efficient utilization of the Project or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the Sinking Fund.

(b) If determination is not made by the governing body of the Lessee that the efficient utilization of the Project or the affected part thereof is not impaired by such taking, the Lessee shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild, and restore or to rearrange the Project, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the Lessee shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the Lessee's purposes, which facilities shall, upon such acquisition, become a part of the Project and shall be available for use by the Lessee without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the Project and all portions thereof suitable for the use of the Lessee, or if the Lessee, by resolution of its governing body shall determine that such repair, rebuilding, replacement, or rearrangement would not be in the best interest of the Lessee, all the net condemnation award shall be deposited into the Sinking Fund, and the Lessee may apply such deposits to the payment of Basic Rent. If such property is to be repaired, replaced, or rearranged, the Lessee will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement, or rearrangement, the Lessee will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Basic Rent payable hereunder.

(c) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess (if any) of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.07. Repair by the Lessee. If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the Lessee during such repairing, renewing, or replacing, in accordance with and subject to, and the Lessee, acting as trustee of said fund, shall disburse the money held in such special fund.

Section 7.08. Parties to Condemnation. In the event proceedings shall be instituted for the exercise of the power of eminent domain, the Lessee shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the Lessee as compensation for loss of its rights in the premises.

Section 7.09. Authority Indemnified; Immunity of Members of the Authority.

(a) During the term of this Lease, the Lessee, at its own expense, shall handle to conclusion all claims against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the Project occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Lessee, and its agents or employees, in connection with the operation, management, or maintenance of any part of the Project, (ii) any use, non-use, condition of, or defect in any part of the Project, and (iii) any failure, breach, or default on the part of the Lessee in the performance of or compliance with any of the obligations of the Lessee under the terms of this Lease. Nothing herein shall be construed as waiving any rights of the Lessor or the Lessee under the doctrine of sovereign immunity.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the Resolution, or the performance of any act requested of the Authority by the Lessee, nevertheless, if the Authority should incur any such pecuniary liability, then it that event, the Lessee shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the Lessee shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Bonds or the Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Bonds, and the Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the Lessee, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the completion of the acquisition, construction, and equipping of the Project and the termination of this Lease.

[END OF ARTICLE VII]

ARTICLE VIII

REMEDIES

Section 8.01. **Events of Default.** Each of the following events shall be an event of default that is to say if:

(a) Any payment of Basic Rent or Additional Rent herein contracted to be paid by the Lessee shall not be made in full as and when the same shall become due and payable.

(b) The Lessee shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the Lessee (other than as specified in (a) above) and such default shall continue for a period of 30 days after written notice has been given to the Lessee by the Authority specifying such default and requesting that it be remedied (or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion) unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if, by reason of *force majeure*, the Lessee is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payment of Basic Rent and Additional Rent, the payment of utility charges, the providing of insurance, and the indemnification of the Authority), the Lessee shall not be deemed in default during the continuance of such inability to perform. The term *force majeure*, shall mean, without limitation, acts of God; strikes, work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Lessee. The Lessee will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Lessee from carrying out such obligations, provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(c) An event of default as described in the Resolution occurs and is continuing under the Resolution.

Section 8.02. **Remedies on Default.** Whenever any event of default referred to in the preceding Section shall have occurred and be continuing, the Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due or to enforce the specific performance and observance of all obligations, agreements, and covenants of the Lessee under this Lease, the Resolution, and the Bonds. The Authority shall have no power to terminate the obligation of the Lessee to pay Basic Rent hereunder, and the Lessee will continue to pay such Basic Rent as and when the same shall become due. Any funds obtained pursuant to action taken under this Section, less all costs and expenses involved in the obtaining of such funds, shall be paid into the Sinking Fund and applied in accordance with the provisions of the Resolution or, if the Bonds have been fully paid or provision for payment thereof has been made in accordance with the provisions of the Resolution, to the Lessee. The Basic Rent and Additional Rent herein contracted to be paid by the Lessee shall remain payable until payment of the Bonds or provision for payment, in accordance with the terms of this Lease and Resolution, has been made.

Section 8.03. Payment After Default. No receipt of money hereunder from the Lessee after any such event of default shall operate to reinstate, continue, or extend the right of possession of the Lessee or affect in any way any notice theretofore given to the Lessee or operate as a waiver of the rights given hereby to enforce the payment of any Basic Rent or Additional Rent then due or thereafter falling due or operate as a waiver of any right to recover possession of the Project or any part thereof by proper suit, action, proceeding, or remedy and, after the service of such notice or after the commencement of any suit, action, or summary proceeding or any other remedy, or after a final order of judgment for the possession of the Project or any part thereof, the Authority may demand, receive, and collect from the Lessee all money due or thereafter falling due without in any manner affecting such notice, proceeding, suit, action, order, or judgment.

Section 8.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereinafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the owners of the Bonds who shall be entitled to the benefits of all covenants and agreements herein contained.

Section 8.05. Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this Lease and the Authority shall employ attorneys or incur other expenses for the collection of rent or the enforcement, performance, or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.06. Waiver of Breach Limited. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

Section 8.07. Lessee Authorized to Cure Default of the Authority. With regard to any default on the part of the Authority under this Lease or under the Resolution, the Authority hereby vests the Lessee with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.08. <u>Failure to Enforce Agreement Not a Waiver</u>. The failure of the Authority to enforce any agreement, condition, covenant, or term of this Lease by reason of any default or breach by the Lessee shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX

TERMINATION OF LEASE

Section 9.01. <u>Cancellation of Lease by Payment of Bonds</u>. The Lessee shall have the option to cancel or terminate this Lease at any time prior to full payment of the Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the Resolution, by depositing to the Sinking Fund an amount which, when added to the amount on deposit in the Sinking Fund, will be sufficient to pay and retire all Outstanding Bonds and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the Resolution.

Section 9.02. <u>Conveyance of the Project to the Lessee</u>. Upon full payment of the Bonds or upon the making of provision for payment thereof in accordance with the provisions of the Resolution, the Authority thereupon will convey all and real and personal property held by the Authority and constituting a part of the Project to the Lessee without further consideration. In accordance with Section 514 hereof, if Parity Bonds are issued hereafter and are outstanding upon full payment of the Bonds, any of the Project which does not receive any portion of the proceeds of such Parity Bonds for completion of or improvements or additions to the Project comprising such Project may be conveyed to the Lessee upon payment in full of the Bonds. The Project or portions of the Project may be released or removed from this Lease and conveyed to the Lessee prior to payment in full of the Bonds in accordance with Section 6.05.

[END OF ARTICLE IX]

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 10.01. **Bondowners as Third-Party Beneficiaries.** This Lease, in addition to being made for the benefit of the parties hereto, is made for the benefit of the owners from time to time of the Bonds issued in accordance with the Resolution and this Lease, and said owners shall succeed to any and all rights of the Authority in the manner provided in the Resolution.

Section 10.02. **Amendment of Lease Restricted.** Except as otherwise authorized hereby or by the Resolution, subsequent to the issuance of the Bonds and prior to their payment in full or prior to the making of provision for the payment thereof in accordance with the provisions of the Resolution, this Lease may not be amended, changed, modified, altered, or terminated except as authorized hereby or by the Resolution.

Section 10.03. **Severability.** In case any one or more of the provisions of this Lease or of the Bonds issued hereunder and under the Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Lease and the Bonds shall be construed and enforced as it such illegal or invalid provisions had not been contained herein or therein, and if any provisions hereof conflict with any applicable provision of Georgia law, such law as adopted by the legislature and as interpreted by the courts of the State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 10.04. **Counterparts.** This Lease Contract may be executed concurrently in two or more counterparts, each of which shall be an original, and it shall not be necessary, in making proof of this Lease Contract, to produce or account for more than one such counterpart.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority has caused this Lease Contract to be executed in its corporate name and has caused its corporate seal to be hereunto impressed and attested and the City has caused this Lease to be executed in its corporate name and its corporate seal to be hereunto impressed and attested, all by their respective duly authorized officers as of the day and year first above written.

CANDLER COUNTY PUBLIC
BUILDING AUTHORITY

By: ______________________________
Chairman

(S E A L)

Attest: ______________________________
Secretary

Signed, sealed, and delivered
this _____ day of __________, 2026.

____
Witness

____
Notary Public

(NOTARY SEAL)

CITY OF METTER, GEORGIA

By: ___________________________________
Mayor

(S E A L)

Attest: ________________________________
City Clerk

Signed, sealed, and delivered
this _____ day of __________, 2026.

____
Witness

____
Notary Public

(NOTARY SEAL)

Exhibit A

PROPERTY IDENTIFICATION

[To Be Provided]

CANDLER COUNTY PUBLIC BUILDING AUTHORITY

BOND RESOLUTION

Adopted February 9, 2026

Providing for the issuance of the

CANDLER COUNTY PUBLIC BUILDING AUTHORITY
REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026

in the principal amount of $3,200,000

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BOND RESOLUTION

THIS BOND RESOLUTION (this "**Resolution**"), adopted February 9, 2026, by the CANDLER COUNTY PUBLIC BUILDING AUTHORITY, a public body corporate and politic which is deemed to be an instrumentality and a public corporation of the State of Georgia (the "**Authority**");

PREAMBLE

1. The Authority was created by an act of the General Assembly of the State of Georgia, Ga. Laws 2004, p. 4474 (the "**Act**"), which authorizes the Authority to acquire, construct, add to, extend, improve, equip, hold, operate, maintain, lease, and dispose of "projects" which is defined in the Act to include all: (a) buildings and facilities necessary or convenient for the efficient operation of Candler County, Georgia, or any department, agency, division, or commission thereof, the Candler County School District, or any other political subdivision or municipality of the State of Georgia located within Candler County, Georgia (which includes the City of Metter, Georgia), and (b) any "undertaking" permitted by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated (the "**Revenue Bond Law**")

2. The Act also provides for the issuance of revenue bonds by the Authority in accordance with the provisions of the Revenue Bond Law for the purpose of paying all or any part of the costs of a project and for the purpose of refunding revenue bonds or other obligations previously issued.

3. Pursuant to Article IX, Section III, Paragraph I of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities or equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide.

4. Under the Act, the Authority is further empowered to make contracts, leases and other instruments relating to its projects in furtherance of the purposes of the Authority, and to construct and equip projects and to issue revenue bonds payable from the rents and revenues of the Authority and its projects for the purpose of paying all or any part of the cost associated with the projects authorized by the Authority for the use by any political subdivision or municipality of the State of Georgia located in Candler County, Georgia (the "**County**").

5. In furtherance of its public purposes, and at the request of the City of Metter, Georgia (the "**City**"), the Authority proposes to provide funds for the acquisition, construction and equipping of a new fire station complex (the "**Project**"), for the use by the City, pursuant to an intergovernmental lease contract (the "**Lease**") between the Authority and the City, through the issuance of its CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026 (the "**Series 2026 Bond**"), in the principal amount of $3,200,000, pursuant to this Resolution.

6. The Project is within the purposes of the Act and the City is authorized to enter into a lease and/or intergovernmental contract with the Authority for the financing of the Project in accordance with the Act and other provisions of the Constitution and laws of the State of Georgia.

7. Surveys, plans, and specifications for the Project, and estimated costs of the Project are on file in the offices of the City and, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety. The City and the Authority have determined that it would be in the best interests of the citizens of the City for the Authority to finance the Project. Upon payment in full of the Series 2026 Bond and any parity bonds or other obligations issued by the Authority to finance the Project hereafter, the Authority will convey title to the Project to the City without any further consideration.

8. The City, a municipal corporation of the State of Georgia, is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the City and other available funds and to obligate the City to make payment to the Authority of the amounts, and upon such terms as are provided for in the Lease between the Authority and the City. Under the Act, revenue bonds issued by the Authority shall not be deemed to constitute a debt of the County, the City, the State of Georgia, or any political subdivision thereof, but the City and Authority may enter into intergovernmental contracts and leases pursuant to which the City may obligate itself to make the payments required under such contracts from money received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Candler County Public Building Authority in public meeting properly and lawfully called and assembled, and it is hereby resolved by authority of the same, as follows:

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. **<u>Definitions of Certain Terms</u>.** In addition to the words and terms elsewhere defined in this Resolution, the following words and terms used herein shall have the following meanings:

"**Act**" means the act of the General Assembly of the State of Georgia, Ga. Laws 2004, p. 4474.

"**Additional Rent**" means the additional rent described in Section 5.04 of the Lease.

"**Authentication Agent**" means the Finance Director of the City, or such bank or trust company so designated by the Finance Director for the Series 2026 Bond.

"**Authority**" means the Candler County Public Building Authority, and its successors.

"**Authorized Authority Representative**" means the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Lessee, containing the specimen signature of each such person, signed on behalf of the Authority by its Chairman.

"**Authorized Lessee Representative**" means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Authority, containing the specimen signature of each such person, signed on behalf of the Lessee by its Mayor or City Manager.

"**Basic Rent**" means all sums required to be paid on the dates and in the amounts set forth in the Lease executed in connection with the issuance of the Series 2026 Bond, which sums shall be sufficient to pay the principal of and interest on the Series 2026 Bond as the same become due and payable.

"**Bond Counsel**" shall mean an attorney at law or a firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivision, duly admitted to the practice of law before the highest court of any state of the United States of America.

"**Bond Date**" means the date of the original issuance and delivery of the Series 2026 Bond.

"**Bond Registrar**" means the Finance Director of the City, or such bank or trust company so designated by the Finance Director for the Series 2026 Bond.

"**Bondholder**," "**Bondholders**," "**holder**," "**Holder**," or "**owner of the Bonds**" means the registered owner of any Bond.

"**Bondowner**," "**Owner**," or "**Registered Owner**" means the registered owner of any Bond or its assigns and does not mean any beneficial owner of the Bond.

"**Bonds**" means the Series 2026 Bond, and from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

"**Business Day**" means a day on which banks located in the city in which the office of the Paying Agent is located, and banks in New York, New York, are not required or authorized by law or executive order to remain closed.

"**Code**" means the Internal Revenue Code of 1986, as amended.

"**City**" or "**Lessee**" means the City of Metter, Georgia, a municipal corporation of the State of Georgia.

"**City Manager**" means the chief administration officer of the City.

"**Construction Fund**" means the Candler County Public Building Authority (City of Metter Project) Series 2026 Construction Fund, created in Section 403.

"**Construction Fund Custodian**" means such bank as designated by the Finance Director of the City.

"**Deed**" means any one or more deeds, easements, grants of rights of way or other conveyances from the City conveying the Project or any portion thereof to the Authority.

"**Finance Director**" means the chief financial officer of the City.

"**Government Obligations**" means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

"**Lessee**" means the City.

"**Lease**" means the lease contract for the Project, dated as of the Bond Date, between the Authority, as Lessor, and the City, as Lessee, as the same may be amended to add or delete parcels or tracts of land comprising the Project, the form of which is attached to and made a part of this Resolution as Exhibit B.

"**O.C.G.A.**" means Official Code of Georgia Annotated.

"**Outstanding**" or "**Bonds Outstanding**" means all Bonds which have been executed and delivered pursuant to this Resolution except:

(a) Bonds canceled because of payment;

(b) Bonds for which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the payment of such Bonds (whether upon or prior to the maturity date of any such Bonds); and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 205 of this Resolution.

"**Parity Bonds**" means any revenue bonds which may be issued on a parity with the Series 2026 Bond in accordance with the terms of this Resolution.

"**Paying Agent**" means the Finance Director of the City, or such bank or trust company so designated by the Finance Director for the Series 2026 Bond.

"**Payment Date**" means May 1 and November 1 in each year beginning May 1, 2026, the dates in each year on which principal and interest shall be paid on the Series 2026 Bond.

"**Project**" means the Project described in paragraph 5 of the preamble of this Resolution.

"**Record Date**" means the 15th day of the calendar month preceding each Payment Date.

"**Resolution**" means this bond resolution, including any supplements or amendments hereto.

"**Series 2026 Bond**" or "**Bond**" means the CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026, to be issued pursuant to the terms of this Resolution in the principal amount of $3,200,000.

"**Sinking Fund**" means the fund described in Section 502.

"**Sinking Fund Custodian**" means such bank as designated by the Finance Director of the City.

"**State**" means the State of Georgia.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) "herein," "hereby," "hereunder," "hereof," "herein-before," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution;

(d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF SERIES 2026 BOND

Section 201. **Designation and Authorization of the Series 2026 Bond**. A revenue bond designated CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026, in the principal amount of $3,200,000 (the "**Series 2026 Bond**"), is hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the Authority and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the benefit and security of the Registered Owners of the Series 2026 Bond and any Parity Bonds issued hereunder. The Series 2026 Bond shall be issued as a single-instrument bond and sold initially to Queensborough National Bank & Trust Company, for a purchase price of 100% of the principal amount of the Series 2026 Bond.

Section 202. **Maturities, Payment Dates, Date, Denominations, and Other Particulars of the Series 2026 Bond.**

(a) The Series 2026 Bond will be issued as a single-instrument bond in the principal amount of $3,200,000, dated the date of its issuance and delivery (the "**Bond Date**"), will be issued in fully registered form, without coupons, and will be numbered R-1, bearing interest at the fixed rate of 4.000% per annum, calculated on the basis of a 360-day year of twelve 30-day months, payable semi-annually on May 1 and November 1 (each a "**Payment Date**"), in each year, beginning May 1, 2026, and the Series 2026 Bond shall mature on May 1, 2040 subject to scheduled mandatory principal installments prior to maturity in the following principal amounts on May 1 and November 1 in the years set forth below:

Payment Date	Scheduled Mandatory Principal Installment	Payment Date	Scheduled Mandatory Principal Installment
05/01/2026	$82,900	05/01/2034	$131,600
11/01/2026	38,700	11/01/2034	134,300
05/01/2027	39,500	05/01/2035	137,000
11/01/2027	40,300	11/01/2035	139,700
05/01/2028	41,100	05/01/2036	142,500
11/01/2028	41,900	11/01/2036	145,400
05/01/2029	42,700	05/01/2037	148,300
11/01/2029	43,600	11/01/2037	151,200
05/01/2030	44,500	05/01/2038	154,300
11/01/2030	114,600	11/01/2038	157,300
05/01/2031	116,900	05/01/2039	160,500
11/01/2031	119,200	11/01/2039	163,700
05/01/2032	121,600	05/01/2040	167,000
11/01/2032	124,100		
05/01/2033	126,500		
11/01/2033	129,100		

(b) The principal of and interest on the Series 2026 Bond shall be payable in the manner at the place designated by the Registered Owner in lawful money of the United States of America.

(c) Principal and interest payments on the Series 2026 Bond shall be payable without any requirement for presentation and surrender of the same at the office of the Paying Agent. The Bondholder shall surrender the Series 2026 Bond to the Bond Registrar and Paying Agent for cancellation and destruction upon its receipt of such final principal and interest installment.

(d) The Series 2026 Bond is subject to optional redemption prior to maturity as provided in Article III.

Section 203. Execution of the Series 2026 Bond.

(a) Pursuant to the provisions of O.C.G.A. § 36-82-140, the Series 2026 Bond will be executed with the manually executed or engraved, imprinted, stamped or otherwise reproduced facsimile of the signature of the Chairman of the Authority and the seal of the Authority will be imprinted or otherwise reproduced and attested by the manually executed or facsimile signature of the Secretary of the Authority. The Series 2026 Bond will be issued in fully registered form.

(b) In case any officer whose signature shall appear on the Series 2026 Bond shall cease to be such officer before delivery of the Series 2026 Bond, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Series 2026 Bond may nevertheless be issued and delivered as though the person whose signature appears on the Series 2026 Bond had not ceased to be such officer. The Series 2026 Bond may be executed and sealed on behalf of the Authority by the signatures of such officers who may, at the time of the execution of the Series 2026 Bond, hold the proper offices of the Authority although on the date of the Series 2026 Bond or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

Section 204. Authentication of Bond. The Series 2026 Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bond as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Series 2026 Bond so authenticated has been duly authenticated, registered and delivered under the Resolution and that the owner thereof is entitled to the benefits of the Resolution. At such time as the Authentication Agent is a financial institution, the certificate of authentication on the Bond shall be deemed to have been executed by such Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative.

Section 205. Mutilated, Destroyed, or Lost Bond.

(a) In the event the Series 2026 Bond is mutilated, lost, stolen, or destroyed, the Authority will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that in the case of any such mutilated Bond, such Bond is first surrendered to the Bond Registrar, and in the case of any such lost, stolen, or destroyed Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the Authority, together with indemnity satisfactory to the Authority; provided further that if the Holder of such destroyed, lost, or stolen Bond is, or is a nominee for, the initial purchaser of the Bond or has a minimum net worth of at least $25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. All responsibility with respect to the issuance of any such new bond shall be on the Bond Registrar and not on the Clerk of Superior Court whose signature shall appear on the validation certificate, and said Clerk shall have no liability in the event an over-issuance occurs. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the Authority may pay such Bond without surrender thereof.

(b) In executing a new Bond as provided for in this Section 205, the Authority may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

Section 206. Person Treated as Owner of Bond. The Authority and its agents, including the Paying Agent and Bond Registrar, may deem and treat the registered owner of the Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium (if any), and interest made to any such owner or upon such owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and neither the Authority nor any such agent shall be affected by any notice to the contrary.

Section 207. Validation Certificate. A validation certificate of the Clerk of Superior Court of Candler County, State of Georgia, properly executed by said Clerk will be endorsed on each Bond and will be essential to its validity.

Section 208. Registration, Transfer, and Exchange of Bond. The Bond shall be registered as to both principal and interest on the registration book to be kept for that purpose by the Bond Registrar and Paying Agent. The Paying Agent will be the Bond Registrar for the Series 2026 Bond and will keep proper registration, exchange, and transfer records in which it shall register the name and address of the owner of the Series 2026 Bond. The Bond Registrar is hereby designated as Authentication Agent for purposes of authenticating the Bond issued hereunder or issued in exchange or in replacement for the Bond previously issued. The Bond may be transferred only on the bond register of the Bond Registrar with respect to the Bond. No transfer of the Bond shall be permitted except upon presentation and surrender of such Bond at the office of the Bond Registrar with a written assignment signed by the registered owner of the Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar.

Upon surrender for registration of transfer of the Bond at the office of the Bond Registrar, the Authority shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Bond for a like principal amount and maturity. The Bond may be exchanged at the office of the Bond Registrar for a like principal amount of Bond of authorized denominations and of like maturity. The execution by the Authority of the Bond in any authorized denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to the Bondholder for the privilege of registration of transfer or exchange, but the Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

Section 209. Delivery of Bond. The Authority shall execute the Series 2026 Bond and deliver it to the Bond Registrar, and the Bond Registrar shall authenticate the Series 2026 Bond and deliver it to the purchaser or purchasers as shall be designated by the Authority.

Section 210. Destruction of Canceled Bond. If the Series 2026 Bond is paid, purchased or redeemed, either at or before maturity, it shall be canceled and delivered to the Bond Registrar when such payment is made. The Bond so canceled shall be destroyed upon its delivery to the Bond Registrar in accordance with the practice then prevailing with the Authority and record of such destruction shall be made and preserved in the permanent records of the Authority.

Section 211. Form of the Series 2026 Bond. The Series 2026 Bond and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the terms and form as set forth in Exhibit A. Such variations, omissions, substitutions and insertions may be made as required to complete properly the Series 2026 Bond and as may be approved by the officer or officers executing the Bond by signature, which approval shall be conclusively evidenced by such execution.

[END OF ARTICLE II]

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 301. **Optional Redemption of the Series 2026 Bond.** The Series 2026 Bond may be optionally redeemed by the Authority, at the direction of the City, prior to maturity, at any time on or after May 1, 2032, upon the giving of at least 30 days written notice to the Owner of the Series 2026 Bond, at a redemption price equal to 100% of the principal amount thereof plus accrued but unpaid interest to the redemption date.

Section 302. **Effect of Redemption.** The Series 2026 Bond shall become and be due and payable on the optional redemption date designated in such notice. Interest on the Series 2026 Bond shall cease to accrue from and after the date fixed for optional redemption unless default shall be made in such redemption. Upon payment of the entire principal balance of the Series 2026 Bond, the Series 2026 Bond shall cease to be entitled to any lien, benefit, or security under this Resolution and the Registered Owner shall have no rights in respect thereof.

Section 303. **Prepayment or Redemption of Parity Bonds.** Parity Bonds may be made subject to prepayment or redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. In the event Parity Bonds are hereafter issued, such Parity Bonds of any such future issue or issues may be prepaid or redeemed in whole or in part before the maturity of the Series 2026 Bond, subject to the Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

Section 304. **Purchase of Bonds in Market.** Nothing herein contained shall be construed to limit the right of the Authority at the direction of the City to purchase Bonds in the open market, at a price not exceeding the then applicable redemption price of the Bonds to be acquired or at par and accrued interest for Bonds not then subject to redemption, from funds in the Sinking Fund, subject to the Sinking Fund requirements herein prescribed. Any such Bonds so purchased shall not be reissued and shall be cancelled.

[END OF ARTICLE III]

ARTICLE IV

APPLICATION OF PROCEEDS;
CONSTRUCTION FUND

Section 401. **Application of Proceeds of Bond.** The proceeds derived from the sale of the Series 2026 Bond shall be applied by the Authority, concurrently with the delivery of the Bond to the initial purchaser or purchasers thereof, as follows:

(a) to the extent not paid or reimbursed by the purchaser of the Series 2026 Bond, all costs and expenses in connection with the issuance and sale of the Series 2026 Bond, including without limitation the fees and expenses of accountants, attorneys, and financial advisors, shall be paid by the Authority to those persons who shall be entitled to receive the same;

(b) all costs of the Project which were incurred by the City prior to issuance of the Bond, which costs may be reimbursed from bond proceeds, shall be paid to the City in compliance with Treasury Regulation § 1.150-2; and

(c) the balance of the proceeds from the sale of the Series 2026 Bond shall be deposited by the Authority in the Construction Fund and credited to such accounts as may be established or maintained to assure that the expenditure of such funds is made in accordance with this Resolution and the necessary directions and certifications to be made by officers of the City or the Authority to assure compliance with the Code.

Section 402. **Acquisition, Construction, and Equipping of the Project.** The Authority will accept the transfer from the City or such other subordinate authority or entity of the City which may hold title, easements, or rights of use or possession to any property comprising the Project and not previously conveyed pursuant to one or more deeds, and the Authority or the City, as Lessee, either directly or through one or more of its subordinated authorities, departments, or agencies, on behalf of the Authority, will proceed with the acquisition, construction, and equipping of the Project, substantially in accordance with recommendations, plans, and specifications prepared for and on file with the City.

The Authority may also acquire such construction easements as may be required for construction of portions or phases of the Project. All or a portion of the property, or interests therein, comprising parts of the Project may be acquired by the Authority with proceeds of the Series 2026 Bond subsequent to execution of the Lease and the issuance and delivery of the Series 2026 Bond. Any such portion of the Project acquired with proceeds of the Series 2026 Bond, subsequent to the execution of the Lease, shall immediately become subject to the provisions thereof, and the Authority and the City will take such actions as are necessary to amend such Lease to reflect the inclusion of such property under the provisions thereof.

Section 403. **Creation of Construction Fund.** A construction fund is hereby authorized to be created prior to the issuance of the Series 2026 Bond, designated the CANDLER COUNTY PUBLIC BUILDING AUTHORITY (CITY OF METTER PROJECT) SERIES 2026 CONSTRUCTION FUND (the "**Construction Fund**"). There shall be deposited to the credit of the Construction Fund the amount of the proceeds from the sale of the Series 2026 Bond as specified in Section 401(c) and any other funds acquired by gift, donation, grant, or otherwise for the acquisition and installation of the Project and any additional funds which may be required to be furnished by the

Authority or the City. Any proceeds of insurance maintained pursuant to Article VII of the Lease which are received by the Authority or the Lessee, and sums received by reason of performance bonds with respect to any portions of the Project shall be paid *pro rata* into the Construction Fund. Such money as deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Article, and the Authority will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of current obligations during the course of the acquisition and the installation of the Project, upon direction of the Authorized Lessee Representative, may be invested and reinvested by the Construction Fund Custodian in such investments as are set forth in Section 605 of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held shall be held by the Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided or permitted.

Section 404. Disbursements for Acquisition, Construction, and Equipping of the Project. From and after the initial disbursements from the Construction Fund as approved by the Authorized Lessee Representative, the Authority will cause the Lessee which, by the provisions of the Lease, has been and hereby is designated as the agent of the Authority for such purpose, to complete, on behalf of the Authority, the acquisition, construction, and equipping of the Project, including the acquisition of property, rights-of-ways, and easements as soon as may be practicable delays incident to strikes, riots, acts of God and the public enemy, and similar acts beyond the reasonable control of the Authority and the Lessee, only, excepted. The Authority will cause the Lessee promptly to pay all expenses incurred in and about such acquisition, construction, and equipping of the Project and shall make disbursements from the Construction Fund for all such costs on the requisition of the Lessee, which requisition shall be signed on behalf of the Lessee by the Authorized Lessee Representative. No provisions of this Resolution shall be construed as prohibiting the City from proceeding with the acquisition or condemnation of property, rights-of-way, and easements and the acquisition and installation of equipment and other facilities comprising the Project in its name or from subsequently selling or otherwise transferring such property or rights in property to the Authority.

Section 405. Lien on Construction Fund for Bondowners. All proceeds held in the Construction Fund or obligations held for such fund shall be subject to a lien or charge in favor of the owners of the Series 2026 Bond and shall be held for the future security of such owners until paid out as herein provided.

Section 406. Balance of Bond Proceeds. When the Project shall have been completed, should there then be remaining any balance of the proceeds from the sale of the Series 2026 Bond, such balance, at the option of the Lessee, may be used to pay for additional improvements, equipment, or other facilities relating to the Project or be deposited in the Sinking Fund and used, to the extent practicable and feasible, for the purchase and retirement of Bonds or applied against the payment of Basic Rent.

[END OF ARTICLE IV]

ARTICLE V

APPLICATION OF PROJECT REVENUE; FLOW OF FUNDS; PARITY BONDS; DEFEASANCE

Section 501. Bonds as Limited Obligations of the Authority. The Bonds are limited obligations of the Authority payable solely from the special funds and accounts established under this Resolution derived from proceeds received from the sale of the Bonds and from the revenue, rents, and other amounts received by the Authority under the Lease.

Section 502. Sinking Fund.

(a) There is hereby created and the Authority will maintain, for so long as any of the Bonds remain outstanding and unpaid or provision for the payment thereof has not been made in accordance with the provisions hereof, a special fund designated as CANDLER COUNTY PUBLIC BUILDING AUTHORITY (CITY OF METTER PROJECT) SERIES 2026 SINKING FUND (the "**Sinking Fund**").

(b) So long as any of the principal of or interest on the Bonds remains outstanding and unpaid, the Authority will cause to be paid by the Lessee, directly to the Sinking Fund, the Basic Rent for which provision is made in the Lease for the purpose of paying the principal of and interest on the Bonds. The Sinking Fund will be used only for payment of the principal of and interest on the Bonds as the same shall become due without preference or priority of any one Bond over any other Bond.

(c) Nothing herein shall be construed so as to prohibit the Authority from maintaining directly or through the City a consolidated fund for outstanding Bonds provided that accurate and complete records are maintained at all times to show the amount within such consolidated fund credited to the Sinking Fund.

Section 503. Disbursements from Sinking Fund. Subject to the terms and conditions of this Resolution, money in the Sinking Fund will be disbursed for (a) the payment of interest on the Bonds as such interest falls due, (b) the payment of the principal on the Bonds, either at maturity or by proceedings for mandatory redemption, (c) the redemption of Bonds before maturity at the price and under the conditions provided therefor in Article III hereof, and (d) the purchase, at prices not to exceed par and accrued interest, and retirement of the Bonds before their maturity.

Section 504. Bonds Constitute First Lien. All payments of Basic Rent due under the Lease and all money in the Construction Fund (subject, however, to the application thereof for the acquisition and installation of the Project) and in the Sinking Fund are pledged to the payment of the principal of and interest on the Bonds and shall be subject to and there is hereby created thereon a first and prior charge or lien for the purpose of paying the principal of and interest on the Bonds.

Section 505. Pledge Binding on All Parties. All Basic Rent so pledged shall immediately be subject to the charge or lien created in Section 504 without any physical delivery thereof or further act and such pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority whether such claims shall have arisen in contract, tort, or otherwise and irrespective of whether such parties have notice thereof.

Section 506. Priority of Bonds Preserved. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the Project prior to the charge or lien herein created for the payment of the Bonds.

Section 507. Parity Bonds. Parity Bonds may be issued by the Authority from time to time ranking as to the lien on the revenue of the Authority derived from the land and other property comprising the Project *pari passu* with the Bonds herein authorized for the specific purpose of completing the financing of the Project or financing improvements or additions, real or personal, to any portion of the Project, provided all the following conditions are met:

(a) The payments covenanted to be made hereunder have been and are being made as required;

(b) The Authority and the City shall enter into an amendment to the Lease reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms, and provisions of the Lease. Under the terms of such amendment, the City shall obligate itself to pay to the Authority amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued and for the payment of the reasonable fees and charges of the Paying Agent and Bond Registrar, if any, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Payment Date, but not necessarily in each year or in equal installments.

(d) Any such proceeding or proceedings shall require the payments then being made for deposit into the Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution.

(e) Such Parity Bonds and all proceedings relative thereto and the security therefor shall be validated as prescribed by law.

Section 508. Bonds to be Canceled on Payment. All Bonds paid or purchased either at or before maturity shall be canceled when payment therefor is made. Canceled Bonds shall be delivered to the Authority and such Bonds so canceled shall be mutilated and destroyed. A record of such mutilation and destruction shall be preserved in the records of the Authority.

Section 509. Defeasance.

(a) Any funds paid to or received by the Authority at any time for the purchase and retirement of Bonds shall be placed in a special fund to be created by the Authority and applied to such purpose as far as possible in the same manner that funds in the Sinking Fund are applied. If and when sufficient funds are deposited in such special fund to pay all Outstanding Bonds, including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar, such deposit shall constitute payment in full of the Bonds.

(b) Bonds shall also be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Bonds,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose, (A) sufficient money and/or (B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which money and/or Government Obligations when due will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium (if any) on such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Bonds or there shall be sufficient money deposited with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Bonds being defeased pursuant to this Section 509 are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice as soon as practicable to the owners of such Bonds by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 509 has been made and that such Bonds are deemed to have been paid in accordance with this Section 509.

(c) In addition to the foregoing provisions of this Section 509, the lien of this Resolution as to all Bonds which are being defeased shall only be discharged pursuant to this Section 509 if the Authority delivers an opinion of bond counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 509 have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Bonds from federal income taxation.

(d) In the event provision for the payment in full of all Outstanding Bonds is to be made at the same time, the funds for such payment may be deposited to and such Bonds may be redeemed or paid from the Sinking Fund.

(e) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds and remaining in such fund shall be paid to the Lessee.

(f) At such time as payment in full of Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by this Resolution on the revenues of the Project securing such payment shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

[END OF ARTICLE V]

ARTICLE VI

DEPOSITORIES OF FUNDS
AND SECURITY FOR DEPOSITS;
AUTHORIZED INVESTMENTS

Section 601. Funds Constitute Trust Funds. All money deposited in any fund created hereby shall constitute trust funds for which the Authority shall be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the Authority, and except as otherwise provided herein, all funds received by the Authority under the terms hereof, subject to the giving of security as hereinafter provided, will be deposited with a depository in the name of the Authority.

Section 602. Deposits in Excess of FDIC Guarantee. No money belonging to any of the funds created hereunder will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agency of the United States of America which may succeed to the functions of said corporation unless such depository shall have pledged, for the benefit of the Authority and the owners of the Bonds as collateral security for the money deposited, Government Obligations, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable Georgia law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable Georgia law.

Section 603. Designation of Bond Registrar, Paying Agent, Sinking Fund Custodian, and Custodian of the Construction Fund.

(a) The Finance Director of the City is hereby designated the Bond Registrar and Paying Agent for the Series 2026 Bond. The Finance Director of the City is hereby authorized to designate a depository bank as Custodian of the Sinking Fund and Custodian of the Construction Fund.

(b) A successor Bond Registrar and Paying Agent or depository for or custodian of any fund or account may, from time to time, be designated provided such successor agrees to comply with all of the provisions of this Resolution. During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

Section 604. Investment of Funds.

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed, or sold, and the proceeds thereof, including interest, principal, and premium (if any), shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the Fiscal Year next preceding the determination of value. Money in each respective fund and all authorized investments held in and for such fund and the income therefrom are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) The Authorized Lessee Representative at any time and from time to time may direct any depository of or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund.

Section 605. Authorized Investments.

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian, at the direction of the Authorized Lessee Representative, in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

(i) the local government investment pool created in O.C.G.A. § 36-83-8; or

(ii) the following securities and no others:

(A) bonds or other obligations of the Authority, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

(B) bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depositary, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

(F) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

(G) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least $50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least $50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Sinking Fund Money. Money in the Sinking Fund may be invested by the Sinking Fund Custodian, at the direction of the Authorized Lessee Representative, in the following investments if and to the extent the same are at the time legal for investment of such money:

(i) pursuant to O.C.G.A. § 36-80-3, the Authority may invest and reinvest money subject to its control and jurisdiction in:

(A) obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) bonds or certificates of indebtedness of the State and of its agencies and instrumentalities; and

(C) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured; and

(ii) pursuant to O.C.G.A. § 36-83-4, the Authority may invest and reinvest money subject to its control and jurisdiction in:

(A) obligations of the State or of other states;

(B) obligations issued by the United States government;

(C) obligations fully insured or guaranteed by the United States government or by one of its agencies;

(D) obligations of any corporation of the United States government;

(E) prime bankers' acceptances;

(F) the local government investment pool established by O.C.G.A. §36-83-8;

(G) repurchase agreements; and

(H) obligations of other political subdivisions of the State.

Section 606. Paying Agent Instructions. Not less than two business days prior to any Payment Date, the Paying Agent shall ascertain whether amounts sufficient to make the interest and/or principal payment due on the Bonds on such Payment Date are on deposit in the Sinking Fund, and, if so, shall make appropriate arrangements with the Sinking Fund Custodian for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Payment Date in accordance with the terms thereof. In the event amounts on deposit in the Sinking Fund are insufficient to make the payment due on any Payment Date as aforesaid, the Paying Agent shall immediately notify the Authority, and the Authority shall deposit to the Sinking Fund the amounts necessary to pay the amounts due on said Payment Date. The instructions in this Section 606 shall not apply if the Finance Director is the Paying Agent.

Section 607. Paying Agent. The Finance Director may perform the duties and responsibilities of Paying Agent hereunder, unless and until the Finance Director designates a separate Paying Agent in accordance with this Article VI. The Finance Director shall act as Authentication Agent, Bond Registrar, and Paying Agent for the Bonds, provided that so long as the Finance Director is serving as the Paying Agent, the Finance Director shall perform the duties and responsibilities of the Authentication Agent. The Authority shall appoint any succeeding Paying Agent for the Bonds, subject to the conditions set forth in Section 608 hereof. The Paying Agent, if it is other than the Finance Director, shall designate to the Finance Director its principal office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Authority under which the Paying Agent will agree, particularly:

(i) to hold all sums held by it for the payment of the principal of and interest on the Bonds in trust for the benefit of the holders of the Bonds until such sums shall be paid by it to such holders of the Bonds or otherwise disposed of as herein provided;

(ii) to authenticate and cancel Bonds as provided herein;

(iii) to perform its obligations under Article II of this Resolution; and

(iv) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Finance Director at all reasonable times.

The Finance Director shall cause the necessary arrangements to be made and to be thereafter continued whereby:

(a) funds derived from the sources specified in this Resolution will be made available at the designated principal office of the Paying Agent for the timely payment of principal of and interest on the Bonds;

(b) Bonds shall be made available for authentication, exchange and registration of transfer by the Paying Agent at the designated principal office of the Paying Agent; and

(c) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

Section 608. Qualifications of Paying Agent; Resignation; Removal.

(a) The Paying Agent shall be the Finance Director or a commercial bank or national banking association with trust powers or a trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus, and undivided profits of at least $10,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent, if other than the Finance Director, may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' notice to the Finance Director. The Paying Agent, if other than the Finance Director, may be removed at any time by an instrument signed by the Finance Director or the City Manager and filed with such Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent, prior to its resignation or removal, shall deliver any money and any Bonds and its related books and records held by it in such capacity to its successor or, if there be no successor, to the Finance Director.

[END OF ARTICLE VI]

ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

Section 701. Pledge of Security; Payment of Bonds. The Bonds are limited obligations of the Authority and the Authority will pay or cause to be paid promptly the principal of and the interest on the Bonds at the place, on the dates, and in the manner herein specified according to the true intent and meaning thereof. There are hereby pledged and assigned for the payment of the principal of and interest on the Bonds, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds from the sale of the Bonds, (ii) the Lease, including the revenues and other receipts of the Authority derived from the Lease, (iii) the funds established by this Resolution, including the investments (if any) thereof, and (iv) any insurance proceeds and condemnation awards payable to the Sinking Fund in accordance with the provisions of the Lease. No Bond issued hereunder shall constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Authority other than as provided herein.

Section 702. Basic Rent to be Deposited Directly to Sinking Fund. So long as the Lease shall remain in effect, the Authority covenants that it will cause the Basic Rent due under the Lease to be deposited directly to the Sinking Fund

Section 703. Performance of Covenants. The Authority will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, in any and every Bond executed and delivered hereunder, and in all proceedings pertaining thereto. The Authority is duly authorized under the Constitution and laws of the State of Georgia to issue the Bonds and to execute the Lease and to pledge the Basic Rent paid under the Lease and other amounts hereby pledged in the manner and to the extent herein set forth. All action on the part of the Authority for the adoption of this Resolution has been duly and effectively taken, and the Bonds in the hands of the owners thereof shall be valid and enforceable obligations of the Authority according to the true intent and meaning thereof.

Section 704. Title and Instruments of Further Assurance. The Authority has not made, done, executed, or suffered, and will not make, do, execute, or suffer, any act or thing whereby its estate or interest in and title to any of the facilities comprising the Project or any part thereof is now or at any time hereafter shall or may be impaired or charged or encumbered in any manner whatsoever except as may be herein authorized. The Authority will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such instruments supplemental hereto and such further acts and instruments as may reasonably be required for the better assuring, pledging, and confirming of the pledge hereby made of the revenue derived from the Lease to the payment of the principal of and interest on the Bonds.

Section 705. Recording and Filing. The Authority covenants that, solely from additional rent as provided in the Lease, it will cause the Lease and all supplements thereto to be kept, recorded, and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Authority hereunder.

Section 706. Checks, How Signed. All transfers from any fund for which provision is made herein and all payments from any such fund will be made by checks or ACH signed or approved by the Authorized Lessee Representative; provided, however, that transfers of funds for investment in accordance with Sections 604 and 605 may be made by the depository or custodian of the fund for which such investment is being made when authorization therefor is given by the Authorized Lessee Representative.

Section 707. Authority Will Not Cancel Lease. The Authority will maintain its existence as a body politic and corporate and an instrumentality of the State and will comply with all laws and regulations applicable to it as such an entity. The Authority will not cancel, terminate, modify, or consent to the cancellation, termination, or modification of the Lease except as is specifically provided, authorized, or contemplated therein or herein unless and until the principal of and the interest on every Bond secured by said Lease shall have been paid in full or provision for such payment shall have been made in accordance with the provisions hereof. As more specifically provided in the Lease, any of the Project or property constituting a portion of any of the Project may be released and removed from the Lease, upon the request of the City; provided, however, that any such removal of such Project or property shall in no way adversely affect the obligations of the City to make payments of Basic Rent and Additional Rent in accordance with the Lease.

Section 708. Tax Covenants; Designation of the Series 2026 Bond as a Qualified Tax-Exempt Obligation.

(a) In order to maintain the exclusion from federal gross income of interest on the Series 2026 Bond, the Authority covenants to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owner of the Series 2026 Bond, the Authority agrees to comply with the provisions of a federal tax certificate to be executed by an authorized officer of the Authority and delivered simultaneously with the issuance and delivery of the Series 2026 Bond.

(b) The Authority hereby designates the Series 2026 Bond as a "qualified tax-exempt obligation" within the meaning of § 265(b)(3) of the Code. Based upon the representations of the City, the Authority covenants that the reasonably anticipated amount of tax-exempt obligations (including the Series 2026 Bond) which the Authority will issue on behalf of the City, together with any tax-exempt obligations issued by the City and any entity subordinate to the City and all other entities which issue obligations on behalf of the City, during the calendar year in which the Series 2026 Bond is issued does not exceed $10,000,000.

Section 709. Exemption from Continuing Disclosure Requirement. The Authority covenants that the initial and continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) do not apply to the Series 2026 Bond because the issuance of the Series 2026 Bond to the purchaser thereof complies with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

Section 710. Financial Reports. Pursuant to the terms of the Lease, the City shall covenant to provide each Bondowner, not later than 270 days from the end of each Fiscal Year of the City, copies of the City's financial statements audited by a firm of certified public accountants. In the event audited financial statements are not available within 270 days from the end of said Fiscal Year, the City shall provide each Bondowner copies of the City's unaudited financial statements, and shall furnish copies of the audited financial statements to each Bondowner within 3 days of same becoming available. In addition, the City shall provide to each Bondowner copies of the City's annual adopted budget within 30 days of the applicable approval thereof.

[END OF ARTICLE VII]

ARTICLE VIII

REMEDIES

Section 801. **Events of Default.** Each of the following events is hereby declared an event of default;

(a) payment by the Authority of the principal of any of the Bonds shall not be made when the same shall become due and payable;

(b) payment by the Authority of interest shall not be made when the same shall become due and payable;

(c) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(d) an order or decree shall be entered with the consent or acquiescence of the Authority appointing a receiver or receivers of any of the Project or of the revenue therefrom or any proceedings shall be instituted with the consent or acquiescence of the Authority for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting claims of such creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are, under any circumstances, payable out of the revenue of the Project, or if such order or decree, having been entered without the consent and acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof or if such proceeding, having been instituted without such consent or acquiescence, shall not be withdrawn or any orders entered shall not be vacated, discharged or stayed on appeal, within 60 days after the institution of such proceedings or the entry of such order;

(e) final judgment for the payment of money shall be rendered against the Authority if such judgment, under any circumstances, is payable out of the revenue of the Authority derived from the ownership and leasing of the Project and any such judgment shall not be discharged within 60 days from the entry thereof or no appeal shall be taken therefrom or from the order, decree, or process upon which or pursuant to which such judgment was granted or entered in such manner so as to set aside conclusively any execution or enforcement of or levy under such judgment, order, decree, or process;

(f) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Bonds or in this Resolution on its part to be performed, other than as specified in (a) or (b) above, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the owner of any Bond unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the Authority may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30-day period after the giving of notice, unless by such action the lien or charge hereof on any part of the revenue of the Project shall be materially endangered or the Project or the revenue therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied; or

(g) the Lessee shall fail to perform or observe any agreement, covenant, term, condition, or undertaking contained in the Lease resulting in a default thereunder.

Section 802. Remedies. Upon the happening and continuance of any event of default in any one of the ways specified in the preceding section, the registered owner of any such Bond may proceed, subject to the provisions of Section 804, with any other right or remedy independent of or in aid of the foregoing powers such as owner may deem best, including the right to secure specific performance by the Authority of any covenant or agreement herein contained, the right to protect and enforce the rights of the owners of the Bonds by suit, action, or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights, the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded hereby, of a receiver for all or any parts of the Project and the earnings, revenue, and income therefrom, and the right to enforce remedies afforded to Bondowners under the Georgia Revenue Bond Law. The rights herein specified are cumulative of all other available rights, remedies, or powers and shall not be exclusive of any.

Section 803. Termination of Proceedings. In case any proceeding taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such owner, then and in every such case, the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the owners of the Bonds shall continue as though no such proceedings had been taken.

Section 804. Limitation on Rights. No one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided herein or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit and protection of all owners of such outstanding Bonds.

Section 805. Remedies Cumulative. No remedy herein conferred upon the Bondowners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 806. Delay Not a Waiver. No delay or omission of any Bondowner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as a waiver of any default or an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

Section 807. Application of Revenue on Default. During the continuance of an event of default, funds and revenue received pursuant to any right given or action taken under the provisions of this Article shall be applied to the payment of principal and interest on the Bonds as follows and in the following order:

(a) prior to the principal of all the Bonds becoming due or being declared to be due and payable,

(i) to the payment to the persons entitled thereto of all interest then due in the order in which such interest became due; and

(ii) to the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, and if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably according to the amounts of principal due on such date to the persons entitled thereto, without preference, priority, or distinction; and

(b) subsequent to the principal of all the Bonds becoming due or being declared to be due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal or of any interest in arrears over any other interest in arrears or of any Bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without preference, priority, or distinction.

Section 808. Rights to Enforce Payment. Nothing in the Resolution or in the Bonds shall affect or impair the right of action of the owner of any Bond, which is absolute and unconditional, to enforce payment of such Bond in accordance with the provisions of this Resolution.

Section 809. Lessee Authorized to Cure Default. As to any alleged default by the Authority hereunder, the Authority hereby authorizes and designates the Lessee as its attorney-in-fact and agent and gives it full power to perform in the name and stead of the Authority any covenant or obligation of the Authority which is alleged to constitute a default, and the Lessee shall be and hereby is fully empowered to do any and all things and perform all acts to the same extent that the Authority could do and perform.

[END OF ARTICLE VIII]

ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

Section 901. <u>Supplemental Proceedings Not Requiring Consent of Bondowners</u>. The Authority may without the consent of or notice to any of the Bondowners, enter into such resolution or resolutions supplemental to this Resolution, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;

(b) to grant to or confer upon the Bondowners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondowners; and

(c) to subject to the lien and pledge of this Resolution additional revenues or collateral.

Section 902. <u>Supplemental Resolutions Requiring Consent of Bondowners</u>.

(a) Exclusive of supplemental resolutions covered by Section 901 and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the execution by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution; provided, that without the written consent of the owners of all the Bonds then outstanding, the Authority may not enter into any supplemental resolution that has the effect of permitting (a) the extension of the maturity of any installment of principal of or interest on any Bond, (b) a reduction in the principal amount or the rate of interest on any Bond, (c) the creation of a lien or charge on any of the Project or the revenues from any of the Project, including Basic Rent, ranking prior to the lien or charge thereon contained in this Resolution, (d) the establishment of preferences or priorities between the Bonds, or (e) a reduction in the aggregate principal amount of Bonds the owners of which are required to consent to such supplemental resolution.

(b) If at any time while Parity Bonds are outstanding the Authority shall desire to enter into any such supplemental proceedings for any of the purposes of this Section, the Authority shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental proceedings to be published one time in a financial journal of general circulation in the Borough of Manhattan, City and State of New York, published in the English language, regularly at least five consecutive business days each week, and the Authority shall mail a copy of such notice to the registered owners of all of the Bonds but no failure to publish any such notice nor any defect in any notice, including failure of a bondowner to receive such notice by mail, shall affect the right of the Authority to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Authority. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondowner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Section permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article while the Lessee is not in default under the Lease or this Resolution, shall not become effective unless and until the Lessee shall have consented in writing to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed execution and delivery of any such supplemental resolution to which the Lessee has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the Lessee, to be mailed by certified or registered mail to the Lessee at least 30 days prior to the proposed date of execution and delivery of any such supplemental resolution or shall otherwise obtain the written consent of the Lessee.

Section 903. Amendments to Lease Not Requiring Consent of Bondowners. The Authority and the Lessee, without the consent of or notice to the Bondowners, may amend the Lease for the purpose of (i) making any change required by the Lease or this Resolution; (ii) substituting or adding additional property; (iii) releasing any portion of the Project as a result of additions, deletions, alterations, modifications, or improvements to the Project as authorized in Article VI of the Lease; (iv) curing ambiguities, defects, or inconsistent provisions; or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

Section 904. Amendments to Lease Requiring Consent of Bondowners.

(a) Except for the amendments as provided in this Section 904, neither the Authority nor the Lessee may amend the Lease without the written approval or consent of the owners of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding given and procured as in this Section provided; provided that without the written consent of the owners of all the Bonds then outstanding, no such amendment shall ever affect the obligation of the Lessee to pay Basic Rent when due under the provisions of the Lease.

(b) If at any time the Authority and the Lessee shall propose any such amendment to the Lease while Parity Bonds are outstanding, the Authority, upon being satisfactorily indemnified with respect to expenses, shall cause notice of such proposed amendment to be given in the same manner as provided by Section 902 hereof with respect to supplemental resolutions. Such notice shall briefly set forth the nature of such proposed amendment and shall state that copies of the instrument embodying the same are on file at the principal office of the Authority for inspection by all Bondowners. The Authority shall not, however, be subject to any liability to any Bondowner by reason of its failure to provide such notice, and any such failure shall not affect the validity of such amendment when consented to and approved as provided in this Section. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment as in this Section permitted and provided, the Lease shall be deemed to be modified and amended in accordance therewith.

Section 905. No Notation on Bonds Required. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all owners of the then Outstanding Bonds and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

Section 906. Proof of Execution and Ownership.

(a) Any request, waiver, direction, consent, or other instrument required by this Resolution to be signed or executed by the owners of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent or attorney appointed in writing. Proof of the execution of any such instrument or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken by it under such instrument. The fact and date of the execution by any person of any such instrument may be proved by an affidavit of a witness to such execution or by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof. The ownership at any given time of a registered Bond may be proved by a certificate of the Bond Registrar stating that on the date stated the registered Bond described was registered on its books in the name of the stated party. The Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

(b) Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority in pursuance of such request or consent. No revocation of such consent shall be effective after the owners of two-thirds in aggregate principal amount of the Bonds outstanding have, prior to such attempted revocation, consented to and approved the amendment or amendments referred to in such revocation.

[END OF ARTICLE IX]

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. **Merger of Paying Agent.** During such times as the Paying Agent is a bank or trust company, any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the paying agent may be sold shall be the successor paying agent for the purpose of this Resolution.

Section 1002. **Resolution Constitutes Contract.** The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the owners of the Bonds, and after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the governing body of the Authority adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of Article IX.

Section 1003. **Limitation on Liability from Sinking Fund.**

(a) Should any Bonds not be presented for payment when due, the Authority shall retain in the Sinking Fund, from the funds transferred thereto for the purpose of paying the Bonds and the interest thereon, for the benefit of owners thereof, a sum of money sufficient to pay such Bonds when the same are presented by the owners thereof for payment. All liability of the Authority to the owners of such Bonds and all rights of such owners against the Authority under the Bonds or under this Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit in the Sinking Fund.

(b) If any Bond shall not be presented for payment within the period of five years following the date when such Bond becomes due, the Authority may transfer to its general fund all funds theretofore held by it in the Sinking Fund for payment of such Bond or the interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Authority.

Section 1004. **Validation.** The Bonds shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Resolution and a copy hereof shall be served upon the District Attorney of the Middle Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Candler County, and said notice shall be executed by the Chairman and the seal of the Authority shall be impressed thereon and attested by the Secretary of the Authority.

Section 1005. **Partial Invalidity.** In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Georgia Revenue Bond law, and if any provisions hereof conflict with any applicable provision of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1006. [Reserved].

Section 1007. Authorization of Lease. The execution, delivery, and performance of the Lease by and between the Authority and the City be and the same are hereby authorized. The Lease shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions, or omissions as may be approved by the Chairman or Vice Chairman of the Authority. The Lease shall be executed by the Chairman or Vice Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary of the Authority.

Section 1008. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2026 Bond, including the execution of the Placement Agent Agreement with Stifel, Nicolaus & Company, Incorporated.

Section 1009. Waiver of Performance Audit. The Authority hereby specifically waives the requirements of O.C.G.A. § 36-82-100 that the expenditure of the proceeds of the Bonds be subject to an ongoing performance audit or performance review and authorizes such waiver to be published in the notice of hearing relating to the validation of the Bonds.

Section 1010. Business Day. If the date for any payment with respect to the Series 2026 Bond or for any action required hereunder will fall on a day which is not a Business Day, such payment shall be due or such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1011. Table of Contents and Headings Not Part of Resolution. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction, or effect.

Section 1012. Resolution to Constitute a Contract. In consideration of the acceptance of the Series 2026 Bond authorized hereunder by those who shall hold the same from time to time, this Resolution shall deemed to be and shall constitute a contract between the Authority and the Owners of the Series 2026 Bond.

Section 1013. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 1014. Repealer. Any and resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed.

[END OF ARTICLE X]

APPROVED AND ADOPTED in public meeting, this February 9, 2026.

CANDLER COUNTY PUBLIC
BUILDING AUTHORITY

By: ______________________________
Chairman

Exhibit A

FORM OF SERIES 2026 BOND

THIS BOND AND THE INSTRUMENTS HEREINAFTER DESCRIBED ARE SUBJECT TO A PURCHASE LETTER AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH PURCHASE LETTER.

This Bond shall not be transferred if such transfer would void the exemption contained in Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such transfer.

No. R - 1

UNITED STATES OF AMERICA
STATE OF GEORGIA

CANDLER COUNTY PUBLIC BUILDING AUTHORITY
REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026

Maturity Date:	May 1, 2040
Principal Amount:	$3,200,000
Interest Rate:	4.000%
Bond Date:	March 10, 2026
Registered Owner:	Queensborough National Bank & Trust Company

The Candler County Public Building Authority (the "Authority"), a public body corporate and politic, duly created and existing pursuant to an act of the General Assembly of the State of Georgia, Ga. Laws 2004, p. 4474 (the "Act"), for value received hereby promises to pay to, or cause to be paid to, the registered owner specified above or to payee's registered assigns, the principal sum specified above, which shall be payable without any requirement for presentation and surrender of this Bond at the office of the Finance Director for the City of Metter, Georgia, as Paying Agent and Bond Registrar for this Bond, in lawful money of the United States of America, and to pay to the registered owner hereof solely from the special fund provided therefor, by check or draft mailed by first class mail to such owner at his address as it shall appear on the bond register kept by the Bond Registrar (or by wire transfer to the registered owner of this Bond at a wire transfer address which said registered owner has provided to the Paying Agent not less than five days prior to a Payment Date (hereinafter defined), which wire instructions shall remain in effect until the Paying Agent is notified to the contrary), interest on such principal sum, at the interest rate per annum specified above, payable semi-annually on May1 and November 1 (each a "Payment Date") in each year, beginning on May 1, 2026, subject to scheduled mandatory principal installment payments prior to maturity in the following principal amounts on May 1 and November 1 in the years set forth below:

Payment Date	Scheduled Mandatory Principal Installment	Payment Date	Scheduled Mandatory Principal Installment
05/01/2026	$82,900	05/01/2034	$131,600
11/01/2026	38,700	11/01/2034	134,300
05/01/2027	39,500	05/01/2035	137,000
11/01/2027	40,300	11/01/2035	139,700
05/01/2028	41,100	05/01/2036	142,500
11/01/2028	41,900	11/01/2036	145,400
05/01/2029	42,700	05/01/2037	148,300
11/01/2029	43,600	11/01/2037	151,200
05/01/2030	44,500	05/01/2038	154,300
11/01/2030	114,600	11/01/2038	157,300
05/01/2031	116,900	05/01/2039	160,500
11/01/2031	119,200	11/01/2039	163,700
05/01/2032	121,600	05/01/2040	167,000
11/01/2032	124,100		
05/01/2033	126,500		
11/01/2033	129,100		

The principal of and interest on this Bond so payable on any such Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Payment Date (the "Record Date"); provided, however, that if and to the extent a default shall occur in the payment of interest due on such Payment Date, such past due interest shall be paid to the persons in whose name the Bond is registered on a subsequent date of record established by notice given by mail by the Paying Agent to the owner of the Bond not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is the duly authorized bond designated CANDLER COUNTY PUBLIC BUILDING AUTHORITY REVENUE BOND (CITY OF METTER PROJECT), SERIES 2026, issued in the principal amount of $3,200,000 to provide funds needed to pay the costs, in whole or in part, of acquiring, constructing and equipping a new fire station complex (the "Project") for use by the City of Metter, Georgia ("the City"), in the performance of its governmental, proprietary, and administrative functions, and the costs of issuing this Bond. This Bond is issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, the general laws of the State of Georgia, and the Act, and were duly authorized by a bond resolution adopted by the Authority on February 9, 2026 (the "Resolution").

The payment of this Bond and any bonds issued on a parity therewith and the interest thereon is secured by a first and prior pledge of and charge or lien on the rental revenues to be paid by the City for the use of the Project pursuant to the terms of an intergovernmental lease contract, dated as of March 10, 2026, between the Authority and the City (the "Lease"), pursuant to the powers and authority therefor provided by the Constitution and laws of the State of Georgia. The Lease provides for the payment by the City, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the Lease sufficient to pay the principal of and interest due on this Bond on each Payment Date and to pay other expenses authorized hereby to be incurred.

This Bond is subject to optional redemption, at the direction of the City, prior to maturity at any time on or after May 1, 2032, upon the giving of at least 30 days written notice from the Authority to the Registered Owner. This Bond shall become and be due and payable on the optional redemption date designated in such notice. Interest on this Bond shall cease to accrue from and after the date fixed for optional redemption unless default shall be made in such prepayment. Upon payment of the principal balance of this Bond, the Registered Owner shall cease to be entitled to any lien, benefit or security under the Resolution and the Registered Owner shall have no rights in respect thereof.

Parity Bonds may be prepaid or redeemed in whole or in part before the maturity of this Bond, subject to the Sinking Fund (hereinafter defined) requirements prescribed in the Resolution.

This Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia, Candler County, or the City, but shall be payable solely from the rentals, revenue, earnings, and funds of the Authority arising from the Project as provided in the Lease and the Resolution, and the issuance of this Bond shall not directly, indirectly, or contingently obligate the State of Georgia, Candler County, or the City to levy or pledge any form of taxation whatever for the payment hereof. No owner of this Bond shall have the right to enforce the payment hereof against any property of the State of Georgia or the City, nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of the City to make the payments it has contracted to make by the provisions of the Lease shall constitute a general obligation and a pledge of the full faith and credit of the City, and the obligation which the City has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation.

In addition to this Bond, the Authority, under certain conditions as provided in the Resolution, may issue additional revenue bonds which, if issued in accordance with such provisions, will rank *pari passu* with this Bond with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof.

As provided in the Resolution, this Bond is a limited obligation of the Authority. There are pledged under the Resolution and assigned for the payment of the principal of and interest on this Bond, in accordance with the terms and provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, (i) the proceeds from the sale of this Bond; (ii) the Lease, including the revenues and other receipts of the Authority derived from the Lease; (iii) the funds established by the Resolution, including the investments (if any) thereof; and (iv) certain insurance proceeds and condemnation awards payable to the Sinking Fund (hereinafter defined) in accordance with the Lease. Copies of the Resolution and the Lease are on file at the offices of the Authority, the offices of the City, and at the office of the Paying Agent.

Reference to the Resolution and the Lease is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on this Bond, a complete description of the nature and extent of the security provided for the payment of this

Bond, a statement of the rights, duties, and obligations of the Authority, and the rights of the owners of this Bond, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

Prior to or contemporaneously with the execution of the Lease, the Authority may acquire from the City title to all or a portion of the Project, including easements or rights to use or possession therein, as held by the City, and all facilities comprising such portions of the Project shall thereupon become subject to the provisions of the Lease. Any portions of the Project acquired with proceeds of this Bond subsequent to the execution of the Lease shall immediately become subject to the provisions of the Lease, and the Authority and the City will take such actions as are necessary to amend the Lease to reflect the inclusion of such property under the provisions thereof.

The pledge of and the charge or lien on the revenue to be derived from the ownership and leasing of the Project to secure the payment of this Bond and the interest thereon is a first and prior pledge of and charge or lien on such revenue, and the Lease provides that the portion of such revenue paid in the form of Basic Rent, described in the Resolution, shall be deposited directly by the City into a special fund, designated the Candler County Public Building Authority (City of Metter Project) Series 2026 Sinking Fund (the "Sinking Fund"), in amounts sufficient to pay the principal of and interest on this Bond which are now or which may be hereafter outstanding as such principal and interest shall become due and be payable, and the Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal of and interest on this Bond.

This Bond is transferable as provided in the Resolution only upon the books of the Authority kept for that purpose at the office of the Bond Registrar by the Registered Owner hereof in person, or by such Owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or such Owner's duly authorized attorney, and thereupon a new registered Bond in the same principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of any charges therein prescribed. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes.

The Authority has designated this Bonds as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

In certain events, on the conditions, in the manner, and with the effect set forth in the Resolution, the principal of this Bond then outstanding together with the interest thereon may become or may be declared to be due and payable before the stated maturities thereof.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of this Bond may be made by the Authority with the consent of the owners of at least two-thirds in principal amount of this Bond then outstanding without necessity for notation hereon or reference thereto.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by execution by the City Director of Finance, as Authentication Agent, by manual signature of the certificate hereon endorsed.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Candler County Public Building Authority has caused this Bond to be executed with the manual signature of its Chairman and has caused a its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary, as of the date of its authentication.

CANDLER COUNTY PUBLIC
BUILDING AUTHORITY

By: (FORM)
Chairman

(S E A L)

Attest: (FORM)
Secretary

* * * * *

AUTHENTICATION CERTIFICATE

This Bond is the Bond described herein.

Date of Authentication: [Date of Issuance and Delivery]

(FORM)
Finance Director of the City of Metter,
as Authentication Agent

* * * * *

STATE OF GEORGIA)
) VALIDATION CERTIFICATE
CANDLER COUNTY)

The undersigned Clerk of Superior Court of Candler County, Georgia, hereby certifies that the within Bond was validated and confirmed by judgment of the Superior Court of Candler County, Georgia, on ______________, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the Superior Court of Candler County, Georgia.

(S E A L)

(FORM)
Clerk of Superior Court
Candler County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

____

Social Security Number or
Other Identifying Number of Assignee:

____

Please print or type name and address
(including postal zip code) of Assignee:

____
____
____

the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints ____________________________________ as Agent to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

__________(FORM)__________
Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: ______________, 20__

Signature Guaranteed:

__________(FORM)__________

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

<u>Exhibit B</u>

FORM OF LEASE

[Attached.]

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Candler County Public Building Authority (the "Authority"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Authority in public meeting assembled on February 9, 2026, the original of which resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

____

Secretary

ORDINANCE AMENDING THE CITY OF METTER'S
ALCOHOL BEVERAGE ORDINANCE

THAT WHEREAS, the City of Metter, Georgia, permits and regulates the sale of alcoholic beverages within its jurisdiction; and

WHEREAS, the Mayor, City Clerk, and City Manager find it in the best interest of the health, safety and welfare of the citizens; and

NOW THEREFORE BE IT ORDAINED, by the Mayor and Council of the City of Metter, Georgia that the alcohol beverage ordinance of the City of Metter, Georgia is hereby amended as follows:

Section1: That section "**5.08.020 Definitions**" shall be amended to add the follows:

"Approved Container" means a tamper evident container that does not contain openings or straw holes, is sealed in a manner that is visibly apparent if the container has been subsequently opened or tampered with, and has an affixed label or marking that identifies the licensee that prepared and sold the mixed drink.

"Curbside pick-up" means when a licensee furnishes purchased goods to a customer's vehicle within a clearly designated pick-up area located within a paved parking area adjacent to the licensed premises.

"Food Service establishment" means any establishment holding a valid food service permit from its respective county health department.

"Mixed Drink (To-Go)" means a beverage prepared for off-premises consumption by combining distilled spirits with nonalcoholic liquid or liquids that is prepared on the day of sale by an employee of the licensee, contains no more than 3 ounces of distilled spirits, and is sealed in an approved container.

Section 2: That a new section entitled **Article XI: "5.08.930 Sale of Mixed Drinks for Off-Premises Consumption**" shall be added and read as follows:

Notwithstanding any other contrary provision of law and unless otherwise prohibited by local ordinance or resolution, any food service establishment which is licensed to sell distilled spirits for consumption on the premises may sell mixed drinks for off-premises consumption in approved containers, provided that such mixed drinks are:

A. **Sold to an individual twenty-one (21) years of age or older, limited to two mixed drinks per entrée ordered.**
B. **Accompanied by a food order and sales receipt with a time stamp that indicates the date and time of such purchase.**
C. **Sold for personal use and not for resale and picked up in person by the same individual customer to whom the mixed drinks and entrees were sold and from whom the food service establishment received payment; provided, however, that such individual customer shall not include delivery service or third-party agent.**

D. **<u>Furnished with the accompanying food order to the customer on the premises or by way of curbside pick-up.</u>**

E. **<u>If transported in a motor vehicle, the customer shall place the mixed drink in a locked glove compartment, a locked trunk, or the area behind the last upright seat of a motor vehicle that is not equipped with a trunk.</u>**

F. **<u>Sales of mixed drinks for off-premises consumption shall be taxed in accordance with Code Section 3-4-130 through 3-4-133.</u>**

G. **<u>The commissioner shall promulgate and enforce such rules and regulations as he or she may deem reasonable and necessary to effectuate the provisions of this Code Section.</u>**

This Ordinance shall be and remain in full force and effect from and after its date and adoption on two separate readings.

FIRST READING: 01/12/2026

SECOND READING: _______________

CITY OF METTER, GEORGIA

BY:

____
Rashida Taylor, Mayor

____
Chyrileen Kilcrease, Council Member

____
Victoria Gaitten, Council Member

____
James McKie, Council Member

____
Tara Jeffers, Council Member

____
Gregory Thomas, Council Member

ATTESTED TO BY:

____
Angela O. Conner, City Clerk

Angie Conner

From: Scott Wood
Sent: Tuesday, January 13, 2026 1:11 PM
To: Rashida Taylor; Chyrileen Kilcrease; Tara L. Jeffers; Victoria Gaitten; Gregory Thomas (thomamin@pineland.net); James McKie
Cc: Angie Conner
Subject: Memory Lane Park

Good Afternoon,
I have been approached by Mr. Wendell Summerlin, who is our primary contact on the Memory Lane Park project.
Mr. Summerlin has requested that the City of Metter provide a water line and meter to the Park, and that the City maintain whatever plantings and landscaping are placed there.
None of the expense associated with this request is budgeted at this time. The cost of water would not be consequential, and the meter installation will only be so that we can record usage.
However, assuming the Park remains the property of the City, grounds maintenance becomes a presumed responsibility. We added the downtown parks last growing season, and our limited staff can continue to take on just so much. You might keep this issue in mind as you prepare the upcoming budget.
Related: I am maintaining a list of issues to discuss with the new city manager and will add this one to that list.
Respectfully.

FROM THE DESK OF JAMES MCCRAY
ACTING PUBLIC WORKS DIRECTOR

City of Metter
P.O. Box 74
Metter, Georgia 30439

Telephone: 912-685-7845 Fax: 912-685-2648 e-mail- Jmccray@cityofmetterga.gov

To: Scott Wood, Interim City Manager
From: James McCray
Date: January 27, 2026
Subject: Recommendation of bids for 2025 LRA and 2026 LMIG

There were 2 bids received for the two above projects on January 7, 2026, at 2:00 PM. There will be some resurfacing, water and sewer improvements done on Pine Street for the 2025 LRA and resurfacing, water and sewer improvements done on Daniel and High Street for the 2026 LMIG. It is EMC Engineering and my recommendation to award these Projects to Ellis Wood Contracting in the amount of $949,574.00. These projects are budgeted to be paid for with Renewal and Replacement Funds, State LMIG and LRA Funds and SPLOST Funds.

Company Name
Ellis Wood Contracting, Statesboro, GA..$949,574.00
Sikes Brothers Inc., Cobbtown, GA..$995,742.53

Cc: Missy Edenfield, Purchasing

EMC ENGINEERING SERVICES, INC.
• Environmental • Marine • Civil • Survey

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

January 26, 2026

Mr. James McCray
City of Metter Public Works Director
700 Washington Street
Metter, GA 30439

RE: EMC PROJECT NO. 25-2000.03 / 25-2000.04
METTER 2025 LRA and 2026 LMIG PROJECT

Dear Mr. McCray,

Proposals for the **Metter 2025 LRA and 2026 LMIG Project** were opened January 7th, 2026, at 2:00PM at the Metter Public Works Facility at 700 Washington Street. There were two eligible bidders, Ellis Wood Contracting and Sikes Brothers, INC. The results are as follows:

2025 LRA & 2026 LMIG ROADWAY IMPROVEMENTS PROJECT	Ellis Wood Contracting	Sikes Brothers INC.
2025 LRA - PROJECT SUMMARY - GRAND TOTAL BY ROAD - INCLUDING ALL ADD ALTERNATES		
ROAD NAME	GRAND TOTAL BY ROAD	
PINE STREET	$306,354.00	$314,750.78
2026 LMIG - PROJECT SUMMARY - GRAND TOTAL BY ROAD - INCLUDING ALL ADD ALTERNATES		
ROAD NAME	GRAND TOTAL BY ROAD	
DANIEL STREET	$289,259.00	$320,600.88
HIGH STREET	$353,961.00	$360,390.87
2026 LMIG CONSTRUCTION GRAND TOTAL ALL ROADS:	$643,220.00	$680,991.75
LRA/LMIG CONTRACT GRAND TOTAL:	$949,574.00	$995,742.53

The low bidder was Ellis Wood Contracting at **$949,574.00**. EMC Engineering Services recommends Ellis Wood Contracting as the contractor to complete the work. For additional information please see the full bid tabulation attached.

Please let us know if you have any questions or need anything else at this time.

Thank you,

Daniel Chicola, Sr. Construction Manager
EMC Engineering Services, Inc.

Angie Conner

From: Jason Douglas
Sent: Monday, February 2, 2026 3:01 PM
To: Angie Conner
Subject: Fire truck purchase spec.

$275,000 Total

$137,500 City half paid with 2024 Splost acct. (Funds in place to cover the cost)

-
- 2009
- Pierce Fire Body
- Quantum Pierce Chassis
- Custom
- Length: 33' 8"
- Truck Height: 11' 4"
- Wheelbase: 191"
- GVWR: 53,800
- Seating for 8; 8 SCBA seats
- Mileage: 28,268
- Engine Hours: 2,873
- Cummins ISM 500 HP Diesel Engine
- Engine Brake
- Allison 4000 EVS Automatic Transmission
- Additional equipment not included with purchase unless otherwise listed. Mileage readings may not be real-time and should be confirmed.
- Interior Medical Cabinet

Pump - Tank

- Pierce PUC 1500 GPM Side-Mount Pump
- 1000 Gallon Polypropylene Tank
- 15 Gallon Foam Cell
- Husky 12 Foam System
- Driver's Side Discharges: (2) 3"
- Crosslays/Speedlays: Crosslays: (2) 1 3/4"
- Officer's Side Discharge: (1) 3", (1) 5"
- Rear Discharges: (4) 3"
- Driver's Side Suction: (1) 6"
- Front Suction: (1) 6"
- Officer's Side Suction: (1) 6"
- Rear Suction: (1) 3"
- Deck Gun Included
- Pump & Roll

Electrical - Lighting

- Electric Reels
- Harrison 20kW Hydraulic Generator
- Telescoping Lights
- Will Burt Light Tower

Options

- Air Conditioning
- Automatic Tire Chains
- Aluminum Hose Bed Cover
- Ground Ladders: 24', 14'
- Federal Q Siren
- Hurst Hydraulic Tools
-

Po-Mar-Lin Fire Company
P.O. BOX 36, UNIONVILLE, PA 19375-0036 TEL. (610) 347-2179

FOUNDED AND INCORPORATED 1949
ALL VOLUNTEER
CHESTER COUNTY, PENNSYLVANIA
STATION 36

MEMBERS:
NATIONAL FIRE PROTECTION ASSOCIATION
FIREMEN'S ASSOCIATION, STATE OF PENNSYLVANIA
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

VEHICLE SALES AGREEMENT

THIS VEHICLE SALES AGREEMENT is made this 3rd day of February 2026, by and among Po-Mar-Lin Fire Company of Kennett Square, Pennsylvania (hereinafter known as "Seller") and Metter Fire & Rescue "buyer" of Metter, GA (hereinafter known as "Buyer"). Buyer and Seller shall collectively be known herein as "the Parties".

BACKGROUND

WHEREAS Seller desires to sell the vehicle described below, known herein as the "Acquired Vehicle", under the terms and conditions set forth below;

WHEREAS Buyer desires to purchase the Acquired Vehicle offered for sale by Seller under the terms and conditions set forth below; and, therefore,

TERMS AND CONDITIONS

IN CONSIDERATION of the mutual promises and other valuable consideration exchanged by the Parties as set forth herein, the Parties, intending to be legally bound, hereby agree as follows:

A. Description of Acquired Vehicle

1. Make: Pierce
2. Model: Quantum PUC Engine
3. Year: 2009
4. Miles: 28,276
5. Vehicle Identification Number ("VIN"): 4P1CU01E99A010035

Po-Mar-Lin Fire Company

P.O. BOX 36, UNIONVILLE, PA 19375-0036 TEL. (610) 347-2179

FOUNDED AND INCORPORATED 1949
ALL VOLUNTEER
CHESTER COUNTY, PENNSYLVANIA
STATION 36

MEMBERS:
NATIONAL FIRE PROTECTION ASSOCIATION
FIREMEN'S ASSOCIATION, STATE OF PENNSYLVANIA
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

B. Consideration

1. Purchase Price: The total purchase price to be paid by Buyer to Seller for the Acquired Vehicle is dollars ($275,000.00) (U.S.) (hereinafter "Purchase Price") consisting of the following components:

   i. Down payment: $0.00 (Due to Seller on or before execution of this agreement.)
   ii. Payment Due at Delivery of Vehicle to Buyer:

The "down-payment" and "payment due at delivery" are to be made by Buyer to Seller in cash, by certified check, or through another instrument acceptable to Seller.

2. The Buyer acknowledges and agrees that any check returned due to insufficient funds ("NSF"), closed account, or unauthorized use or use of counterfeit currency may result in both civil and criminal penalties under Pennsylvania law.

Pursuant to 18 Pa. C.S.A. § 4105 (Bad Checks), the issuance of a check with knowledge that it will not be honored may constitute a criminal offense. Depending on the amount of the check, criminal charges may range from a summary offense (for amounts under $200) to a felony of the third degree (for checks exceeding $75,000). Conviction may result in fines, restitution, and/or imprisonment.

3. In addition to criminal penalties, the Buyer agrees to pay a returned check fee of $25 per incident, plus any collection costs, attorney's fees, and court costs incurred in recovering the amount due.

4. The Seller reserves the right to pursue all available legal remedies, both civil and criminal, in the event of a dishonored check.

Po-Mar-Lin Fire Company
P.O. BOX 36, UNIONVILLE, PA 19375-0036 TEL. (610) 347-2179

FOUNDED AND INCORPORATED 1949
ALL VOLUNTEER
CHESTER COUNTY, PENNSYLVANIA
STATION 36

MEMBERS:
NATIONAL FIRE PROTECTION ASSOCIATION
FIREMEN'S ASSOCIATION, STATE OF PENNSYLVANIA
INTERNATIONAL ASSOCIATION OF FIRE CHIEFS

C. Delivery of Acquired Vehicle and Conveyance of Title

1. Delivery of Acquired Vehicle: Seller shall deliver the Acquired Vehicle, and Buyer shall take possession of the same, at Seller's premises (either in person or through a third party) on or before February 27th, 2026 ("Delivery Date"). If delivery is to be made at a date after the execution of this contract, it is Seller's duty to ensure that the Acquired Vehicle is delivered in the same condition as when last inspected by the Buyer (or, if no Buyer inspection, the execution date of this agreement). It is Buyer's duty, either in person or through a third party, to appear at Seller's premises during standard business hours on or before the Delivery Date to remove the Acquired Vehicle from Seller's premises. However, if the Buyer fails to appear at the Seller's premises on or before the Delivery Date to accept possession of the Acquired Vehicle, then risk of loss passes to the Buyer on the Delivery Date.

2. Conveyance of Title: Seller shall convey title to Buyer upon delivery of the vehicle to Buyer. Seller agrees and covenants to execute all documents presented by Buyer which are necessary to finalize transfer of title and registration upon the Acquired Vehicle to Buyer.

D. Representations, Warranties, and Disclosures

1. Warranties: **This vehicle is sold "AS IS", and Seller does not in any way, expressly or impliedly, give any warranties to Buyer. The seller expressly disclaims any implied warranties of merchantability or fitness for a particular purpose.**

2. Odometer Declaration: Seller hereby states that the odometer in the Acquired Vehicle now reads 28,276 miles and to the best of Seller's knowledge it reflects the actual mileage of the vehicle described herein.

3. Buyer Representation: The individual signing this agreement on behalf of Buyer hereby represents to Seller that he or she has the power and authority to do so on behalf of Buyer.

4. Buyer's Responsibility: Insurance and Tags. Buyer acknowledges that unless prohibited by applicable law, any insurance coverage, license, tags, plates or registration maintained by Seller on the Acquired Vehicle shall be canceled upon delivery of the Acquired Vehicle to, and the acceptance of, by Buyer.

5. Continuation of Representations and Warranties: All representations and warranties contained in this Agreement (if any) shall continue in full force and effect after execution of this agreement. If either party later learns that a warranty or representation that it made is untrue, it is its duty to promptly disclose this information to the other party in writing. No representation or warranty contained herein shall be deemed to have been waived or impaired by any investigation made by or knowledge of the other party to this Agreement.

E. Indemnification of Attorney's Fees and out-of-pocket costs

1. Should any party materially breach this agreement (including representations and warranties made to the other side), the non-breaching party shall be indemnified by the breaching party for its reasonable attorney's fees and out-of-pocket costs which in any way relate to, or were precipitated by, the breach of this contract (including the breach of representations or warranties). This provision shall not limit in any way the remedies either party may have otherwise possessed in law or equity relative to a breach of this contract. The term "out-of-pocket costs", as used in this contract, shall not include lost profits.

F. Integration

1. This Agreement, including the attachments mentioned in the body as incorporated by reference, sets forth the entire agreement between the Parties with regard to the subject matter hereof. All prior agreements, representations and warranties, express or implied, oral or written, with respect to the subject

matter hereof, are hereby superseded by this agreement. This is an integrated agreement.

G. Severability

1. In the event any provision of this Agreement is deemed to be void, invalid, or unenforceable, that provision shall be severed from the remainder of this Agreement so as not to cause the invalidity or unenforceability of the remainder of this Agreement. All remaining provisions of this Agreement shall then continue in full force and effect. If any provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope and breadth permitted by law.

H. Modification

1. Except as otherwise provided in this document, this agreement may be modified, superseded, or voided only upon the written and signed agreement of the Parties. Further, the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

I. Acknowledgements

1. Each party acknowledges that he or she has had an adequate opportunity to read and study this Agreement, to consider it, and to consult with attorneys if he or she has so desired.

J. Exclusive Jurisdiction for Suit in Case of Breach

1. The Parties, by entering into this agreement, submit to jurisdiction in Chester County, Pennsylvania for adjudication of any disputes and/or claims between the parties under this agreement. Furthermore, the parties hereby agree that the courts of Common Pleas shall have **exclusive** jurisdiction over any disputes between the parties relative to this agreement, whether said disputes sound in contract, tort, or other areas of the law.

K. **State Law**

1. This Agreement shall be interpreted under, and governed by, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Buyer affix their signatures hereto.

SELLER

____

____

Dated: ______________ ____, 2026

BUYER

____

____

Dated: ______________ ____, 2026

METTER POLICE DEPARTMENT
JANUARY 2026 STATS

		Jan-26	LAST MONTH	LAST YEAR
CITATIONS ISSUED		101	64	123
WARNINGS		74	69	79
ARRESTS		16	18	12
ACCIDENTS		18	12	12
INCIDENT REPORTS		36	49	37
	Cleared by Arrest	16	18	12
	Exceptionally Cleared	0	1	2
	Unfounded	0	4	3
	Felony Cases	6	9	6
	Misdemeanor Cases	24	35	25
	Fowarded to Investigations	17	16	8

Incidents between two dates by pickup location

Metter Animal Shelter P.O. Box 74, Metter Ga. 30439 912-685-7877

Criteria:

Enter the from date: 01/01/2026
Enter the to date: 01/31/2026

City

Aggression

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/14/2026 10:10:00	2601-025		Caller states there are 3 dogs (1 large yellowish brown and 2 smaller dogs) chasing her while she is walking her dogs			Under the truck trailers behind store METTER GA 30439			01/20/2026 10:25:00 No animal found
01/23/2026 16:30:00	2601-045		Set trap for aggressive small dog coming onto her property and messing with her dogs and child			Metter Georgia 30439			01/27/2026 13:25:00 Animal picked up

Total Aggression: 2

Animals at large

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/01/2026 14:25:00	2601-010		Caller has issues with neighbors' dogs coming into their yard and bothering their dogs			METTER GA 30439			01/28/2026 13:05:00 In compliance
01/05/2026 11:30:00	2601-005		Stray dog			Metter Georgia 30439			01/08/2026 14:25:00 Completed by Animal Control
01/07/2026 15:30:44	2601-013		Landlord states that the tenants dogs are running at large and are not being taken care of properly requesting welfare check as well			675 David St Metter Ga 30439			01/07/2026 16:00:00 Completed by Animal Control

01/08/2026 18:55:00	2601-016		Stray dog	Metter Ga 30439	01/09/2026 10:20:00 Unable to capture
01/10/2026 09:15:00	2601-018	C: H: W: C:	Stray orange cat friendly	Metter Georgia 30439	01/13/2026 13:30:00 Completed by Animal Control
01/12/2026 09:30:00	2601-019		Neighbors dog running loose again	Metter Georgia 30439	01/12/2026 12:05:00 In compliance
01/12/2026 13:00:00	2601-020	H: W: C:(912)	Stray blue pit no collar	Metter Georgia 30439	01/16/2026 11:15:00 Completed by Animal Control
01/12/2026 15:50:00	2601-021	H: W: C:	Stray dog has shown up	Rd Metter GA 30439	01/12/2026 16:05:00 Animal picked up
01/13/2026 10:50:00	2601-022	H: W: C:	called stating the has a stray dog running in the road	METTER GA 30439	01/13/2026 11:45:00 Unable to capture
01/13/2026 14:30:00	2601-027	H: W: C:(912)	2 cats needing to be trapped	Metter Georgia 30439	
01/14/2026 08:10:00	2601-023	H: W: C:	Caller states there are puppies playing in the highway in the city limits	METTER GA 30439	01/14/2026 08:35:00 No animal found
01/14/2026 08:45:00	2601-024		The hound that has been running is now at	METTER GA 30439	01/14/2026 13:00:00 Animal picked up
01/20/2026 09:32:12	2601-034	H: W: C:(912)	Stray cat very friendly *Dropping off this afternoon	Metter Georgia 30439	01/20/2026 13:10:00 Animal picked up
01/20/2026 09:38:54	2601-035	H: W: C:(912)	Stray dogs coming in his yard overnight using the bathroom in his yard needs trap set overnight	Metter Georgia 30439	01/29/2026 14:05:00 Unable to capture
01/20/2026 10:10:00	2601-036	H: W: C:(912)	Stray beagle Pick up 1/21 between 9:30 am and 10 am	Metter Georgia 30439	01/21/2026 08:05:00 Completed by Animal Control

01/21/2026 10:00:00	2601-039		Set cat trap for stray cats			Metter Georgia 30439			
01/22/2026 11:50:00	2601-042		Stray pug dog 01/22 Owner reached out that the dog was no longer there			Metter Georgia 30439			01/23/2026 16:50:00 No animal found
01/22/2026 13:20:00	2601-043		2 stray pups			Metter Georgia 30439			01/23/2026 16:05:00 Animal picked up
01/22/2026 15:15:00	2601-044		Stray dog			Metter Georgia 30439			01/23/2026 15:55:00 Unable to capture
01/29/2026 13:30:00	2601-050		Feral cats needing to be trapped			Metter Georgia 30439			

Total Animals at large: 20

Bite

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/28/2026 09:25:00	2601-048		contacted ACO for bite with victim that did not receive any wounds or torn clothing			Metter Ga 30439			01/28/2026 09:25:00 Completed by Animal Control

Total Bite: 1

Nuisance

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/29/2026 15:42:40	2601-051		Stray cat needing to be trapped (long-haired grey cat) that has costed him a vet visit with his personal cat			Metter Georgia 30439			

Total Nuisance: 1

Number of pets

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/07/2026 16:00:00	2601-014		Surrender and as requested by landlord (his mom)			Metter Georgia 30439			01/14/2026 10:30:00 Owner surrender

01/17/2026 13:30:00	2601-033		Surrender			Metter Georgia 30439			01/22/2026 10:45:00 Owner surrender
01/30/2026 17:00:00	2601-055		Surrender			Metter Georgia 30439			

Total Number of pets: 3

Sick/injured animal

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/21/2026 13:30:00	2601-040		Stray beagle has shown up with a injured ear and jaw			Metter Georgia 30439			01/22/2026 11:10:00 Animal picked up

Total Sick/injured animal: 1

Welfare check

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/06/2026 08:35:00	2601-008	Metter Animal Control	ACO requesting update for up to date Rabies vaccine for after reclaim that was due on 12/23/25 ACO waited due to holiday *Update: extended until 01/13			Metter Ga 30439			01/13/2026 13:25:00 In compliance
01/06/2026 08:35:00	2601-009	Metter Animal Control	ACO requesting update for up to date Rabies vaccine for after reclaim that was due on 12/23/25 ACO waited due to holiday UPDATE: Extended due date to 01/13			Metter Ga 30439			01/14/2026 14:35:00 Owner given written warning
01/14/2026 14:30:00	2601-029	Metter Animal Control	More than 5 animals located on the property against city ordinance			Metter Ga 30439			

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/30/2026 15:15:00	2601-054		Neighbor is calling requesting welfare check due to pups out in the weather			Metter Georgia 30439			01/30/2026 16:10:00 In compliance

Total Welfare check: 4

Total City: 32

County

Abandoned

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/15/2026 14:33:42	2601-030		Dog possibly abandoned on the property. Anonymous callers have not seen any person tending to the dog in quite a few days so they have been taking the dog food and putting blankets out for it			Ga 30451			01/28/2026 15:25:00 Unable to capture

Total Abandoned: 1

Animals at large

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/04/2026 16:40:00	2601-001		requesting assistance with dog situation with animals at large UPDATE: surrendered. Deputy is supposed to issue citation for animals at large			Metter Georgia 30439			01/05/2026 13:10:00 Owner surrender
01/05/2026 12:00:00	2601-006		Stray puppy			Metter Georgia 30439			01/07/2026 10:00:00 Animal picked up

01/05/2026 13:00:00	2601-004	4 stray pups have shown up	Metter Georgia 30439	01/05/2026 13:40:00 Animal picked up
01/05/2026 13:15:00	2601-007	Stray shepherd pup	Metter Georgia 30439	01/08/2026 10:55:00 Animal picked up
01/05/2026 15:00:00	2601-002	Set trap for stray cats	Metter Georgia 30439	
01/05/2026 15:15:00	2601-003	Set trap for male cats	Metter Georgia 30439	
01/07/2026 13:10:00	2601-012	Stray black dog possibly need trap	Metter Georgia 30439	01/13/2026 08:35:00 Animal picked up
01/08/2026 13:50:00	2601-015	Stray dog	Metter Georgia 30439	01/12/2026 10:00:00 No animal found
01/14/2026 14:00:00	2601-026	7 friendly cats	Metter Georgia 30439	01/22/2026 15:00:00 Completed by Animal Control
01/14/2026 15:15:00	2601-028	2 stray dogs	Metter Georgia 30439	01/22/2026 15:25:00 Unable to capture
01/16/2026 10:13:39	2601-032	Stray tannish yorkie staying in the woods	Metter Georgia 30439	01/20/2026 12:05:00 Completed by Animal Control
01/20/2026 13:30:00	2601-037	Small stray friendly cat	Metter Georgia 30439	01/22/2026 08:55:00 Animal picked up
01/20/2026 15:15:00	2601-038	Stray small kitten	Metter Georgia 30439	01/21/2026 13:30:00 Animal picked up
01/26/2026 15:50:00	2601-047	Healthy hunting dog with a collar running on and roads	Metter Georgia 30439	01/27/2026 10:35:00 No animal found
01/27/2026 09:00:00	2601-046	2 stray dogs needing to be trapped Call before coming	Metter Georgia 30439	01/28/2026 16:40:00 Animal picked up

01/29/2026 08:35:00	2601-049	:	Stray dog she has contained ACO told her to send photo			COBBTOWN GA METTER GA 30420			01/29/2026 13:15:00 Animal picked up
01/30/2026 13:20:00	2601-052		Mama dog and 5 pups, and a stray male dog with a broken leg			Metter Georgia 30439			

Total Animals at large: 17

Number of pets

Date	Incident Code	Caller	Notes	Victim	Suspect	Dispatch	Dispatched	Responded	Completed
01/07/2026 12:00:00	2601-011		Surrender 4 pups			Metter Georgia 30439			01/08/2026 11:40:00 Owner surrender
01/09/2026 10:50:00	2601-017		Surrender			Metter Georgia 30439			01/09/2026 10:50:00 Owner surrender
01/15/2026 17:00:00	2601-031		Surrender			Metter Georgia 30439			01/22/2026 09:50:00 Owner surrender
01/22/2026 09:50:00	2601-041		1 puppy and 1 cat left at the residence. stated to seize the dogs off the property as a surrender			Metter Ga 30439			01/22/2026 14:00:00 Owner surrender
01/30/2026 14:20:00	2601-053		Surrender			Metter Georgia 30439			01/30/2026 14:20:00 Owner surrender

Total Number of pets: 5

Total County: 23

Report: **Animal Control -> Incidents between two dates by pickup location**
Generated by Animal Shelter Manager 51u [Mon Feb 2 12:15:21 UTC 2026] at Metter Animal Shelter on 02/02/2026 by mhart

Metter Animal Shelter Monthly Report 2026	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
# of dogs from the City of Metter	15											
# of dogs from Candler County	24											
Total # of dogs	39											
# of cats from the City of Metter	6											
# of cats from Candler County	12											
Total # of cats	18											
# of cats reclaimed	0											
# of dogs reclaimed	2											
Total # of reclaims	2											
# of calls responded to in City of Metter	32											
# of calls responded to in Candler County	23											
Total # of Calls	55											
# of dogs surrender by owner	13											
# of dogs adopted	16											
# of dogs euthanized	9											
# of dogs deceased at shelter	0											
# of dogs bites reported	1											
# of cats surrendered by owner	3											
# of cats adopted	10											
# of cats euthanized	5											
# of cats deceased at shelter	0											
# of cat bites reported	0											
Rescue transfer for dogs	9											
Rescue transfer for cats	0											

Metter Fire Rescue Response List
Jan-26

Call Type and Jurisdiction

Jan-26

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	2	0	2	1	4	3	21	0	1	3	1	38
County	2	1	6	37	4	10	0	1	1	3	0	65
Total	4	1	8	38	8	13	21	1	2	6	1	

Total Calls	103

Total Calls **105** 2 mutual aid to Emanuel County Fire
1 Mutual aid Received

Jan-25

	Structure	Vehicle	Res.	Brush	Inv.	Alarm	Heli.	Haz.	Service	Med.	Other	Total
City	1	2	0	2	0	2	14	1	1	7	1	31
County	2	1	3	7	1	10	0	1	3	10	0	38
Total	3	3	3	9	1	12	14	2	4	17	1	

Total Calls	69

Total Calls **70** 1 mutual aid to Emanuel County Fire

REPORT CITY OF METTER
PUBLIC WORKS DIRECTOR
MONTHLY REPORT
JANUARY 1 TO JANUARY 31, 2026

A. **Water and Sewer Department:**

Items	Current Month	Last Month	This Month Last Year	YTD CITY FY2026
1. Total number of work orders.	185	42	207	1252
2. Turn on-New Customers.	19	05	22	113
3. Turn off-Final Billing.	19	08	21	132
4. Reconnect.	7	02	27	188
5. Check for leaks.	00	10	09	61
6. Turn off-Bad Checks.	00	00	00	00
7. Turn off-non-payment.	50	26	42	312
8. Sewer Problems.	06	02	13	16
9. Discolored Water Calls	00	01	00	01
10. Service calls.	30	00	24	106
11. Busted water mains	01	04	02	08
12. Water taps.	02	00	01	09
12. Sewer taps.	00	00	00	02
13. Meters damaged by customers	00	12	00	20
14. Utilities Protection Center Locate Tickets.	59	47	42	295
15. Water Meters Tested for Calibration	00	00	00	28

B. **Roadways and Walkways/Sanitation Department:**

Items	Current Month	Last Month	This Month Last Year	YTD CITY FY2026
1. Total number of work orders.	06	02	60	132
2. Number of potholes repaired.	00	00	01	11

C. **Projects:**

1. The TIA and 2024 LRA project are 20% complete.
2. The Industrial Park Pond Damn repair project is out for bids. The delay has been with surveying.
3. The CDBG Project construction drawings are about 75% complete.

UPCOMING CITY-WIDE PROJECTS

1. 2025 LRA Project- the resurfacing of 1 city street (Pine St.) along with some water, sewer and drainage improvements.
2. 2026 LMIG Project- the resurfacing of 2 city streets (High St. & Daniel St.) along with some water and sewer improvements.
3. 2025 CDBG Project- Drainage improvements/upgrades from Caney Branch to N. Terrell St., and sewer improvements.

ADMINISTRATION REPORT
JANUARY 2026 MEETING
BY: Angie Conner, City Clerk

A. Permits and Applications:

December Applications

Occupational Tax Registration

1. Dignity Hospice, LLC – 250 W. Vertia St. – Approved
2. Lovett Outdoors – 980 S.E. Broad St. – Under Review
3. CKH Enterprises dba Hunt & Sons Fine Jewelry & Coins – 715 S. Lewis St. – Approved
4. Poor but Happy Farm LLC dba Warhawk Bang Bow & Bait – 223 N.E. Broad St. – Under Review

Building Permit

1. Adam Lovett – 980 S.E. Broad St. – Approved
2. Dustin & Nicki Dasher – 510 Hope St. - Approved

Park Permit

1. Lisa Rigdon/The Bridge – Second Harvest Food Drive – 2/12/26 – Approved

Temporary Vendor Permit

1. Candler County Historical Society – 2nd Saturday Open Air Market - Approved

December Building Rental

Depot - $600.00
Community Center - $725.00

Debit/Credit Card, E-Checks (Payments made with cards in City Hall and Online) December 2025

Number of Transactions – 618
Total Amount - $58,858.20

Tasks

- Staff are working with the CPA on the FY2025 Audit.
- Attended Planning Commission Workshop on January 13th.
- Organized and attended Tree Board meeting.

- Working with Tree Board in preparation for Arbor Day, February 20th, 10:00 a.m. at Metter Depot.
- Arranged transportation for Mayor Taylor to ride in the Martin Luther King, Jr. parade.
- Attended a GMA webinar regarding newly elected officials.
- Met with Mayor Taylor and staff regarding a staff calendar.
- Attended a GMCA board meeting by zoom on January 20th.
- Arranged for a staff member to cover the GGIC building on January 21st and January 22nd while Jasmine attended a conference.
- Prepared all necessary documents and training materials for the Cities United Summit in Atlanta that was cancelled due to weather conditions.
- Attended a GMA webinar regarding City Retreats.
- Participated in a job fair at the College and Career Center.

HR-PURCHASING
MONTHLY OPERATING REPORT
JANUARY 31, 2026
SUBMITTED BY MISSY EDENFIELD, HR-PURCHASING MANAGER

NUMBER OF EMPLOYEES			
EMPLOYEE TYPE	AUTHORIZED	CURRENT MONTH	AUTHORIZED DIFFERENCE EXPLANATION CURRENT
ELECTED	6	6	
FULL-TIME	59	51	1 - City Manager 1 - Police Sgt Investigator 1 - Police Sgt Vacant 1 - Director of Economic Development 1 - Fire Fighters New 1 - Water/Sewer Supervisor 1 - Groundskeepter
PART-TIME	2	2	
CONTRACT	1	1	
GRANT	2	2	
VOLUNTEERS		16	

NEW HIRES			
DATE	NAME	DEPARTMENT	POSITION
1/1/2026	JC Thompson	Fire	Firefighter
1/1/2026	K Mbulo	Fire	Firefighter
1/1/2026	A Moore	Water	Promoted to W/S Assistant
1/1/2026	A Hills	Water	Moved to W/S Helper
1/5/2026	T Gunn	Wastewater	WW Assistant
1/9/2026	K Storey	Police	Promoted to Captain

TERMINATED EMPLOYEES

DATE	NAME	DEPT/POSITION	VOLUNTARY/INVOLUNTARY

VACANCIES		
DEPARTMENT/POSITION	# OF VACANCIES	STATUS
City Manager	1	Inerview Process
Police Sgt/Investigator	1	Open (looking to promote within)
Police Sergeant	1	Open
Director of Economic Development	1	Open
Fire Fighters (new)	1	Advertising (2 pending new hires)
Water/Sewer Supervisor	1	Open
Groundskeeper	1	Advertising

WORKERS COMPENSATION INCIDENTS

DEPARTMENT	CURRENT MONTH	SAME MONTH PRIOR YEAR	CURRENT YTD	PRIOR YTD
Administration	0	0	0	0
Animal Control	0	0	0	0
Economic Development	0	0	0	0
Fire	0	0	0	2
Government Buildings	0	0	0	0
Government Officials	0	0	0	0
Planning	0	0	0	0
Police	0	0	0	1
Publc Works	0	0	0	0
Sanitation	0	0	0	0
Streets & Lanes	0	0	0	0
WasteWater	0	0	0	0
Water	0	0	0	0
Welcome Center	0	0	0	0
TOTAL	0	0	0	3

CURRENT MONTH WORKERS COMPENSATION INCIDENT EXPLANATION

DEPARTMENT	INCIDENT	DATE

CURRENT MONTH STATUS OF LOST TIME WORKERS COMPENSATION EMPLOYEES		
DEPARTMENT	INCIDENT DATE	STATUS OF INJURY
Police	8/6/2025	No Fault Accident - Continued absence due to injury

ACCIDENTS/INCIDENTS

DEPARTMENT	CURRENT MONTH	SAME MONTH PRIOR YEAR	CURRENT YTD	PRIOR YTD
Administration	0	0	0	0
Animal Control	0	0	0	0
Economic Development	0	0	0	0
Fire	0	0	0	2
Government Buildings	0	0	0	0
Government Officials	0	0	0	0
Planning	0	0	0	0
Police	0	0	0	5
Public Works	0	0	0	0
Sanitation	0	0	0	1
Streets & Lanes	0	0	0	2
WasteWater	0	0	0	0
Water	0	0	0	0
Welcome Center	0	0	0	0
TOTAL	0	0	0	10

CURRENT MONTH ACCIDENT/INCIDENT EXPLANATION

DEPARTMENT	INCIDENT	DATE	MEDICAL

CURRENT PROJECTS			
BID TITLE	BID DATE	DESCRIPTION	STATUS

OTHER PROJECTS AND ACTIVITIES DURING THE MONTH:
Semi-Annual employee MVRs
Employee Retirement Contribution submitted for approval
GIRMA liabilty renewal information gathering

Metter Welcome Center & Georgia Grown Innovation Center

Monthly Report – January 2026

Metter Welcome Center Summary

Total Visitors: 395
Visitors with Pets: 4

Visitor Activities

- 92% used the restroom or stopped to ask questions
- 80% utilized the picnic area
- 83% made a purchase in the gift shop

Visitor Origins

We welcomed guests from across Georgia and numerous U.S. states.

U.S. Cities & States Represented:
Atlanta (GA), Tybee Island (GA), Metter (GA), Savannah (GA), Warner Robins (GA), Statesboro (GA), Swainsboro (GA), Vidalia (GA), Millen (GA), Thompson (GA), Perry (GA), Griffin (GA), Gainesville (GA), Arizona, Alaska, Florida, South Carolina, Pennsylvania

Visitor Feedback Highlights

- **We did not have any feedback for the month of January.**

Product Updates

No new products were added this month. However, we saw strong sales from several top local vendors:

- Mama E's Cheese Straws
- Metter Pecan
- Candler County Historical

These Georgia-based products continue to be popular with both local and out-of-state visitors, helping to promote and support local businesses.

Georgia Grown Innovation Center Summary

Workshops, Tours & Meetings

- UGA Extension Peanut Meeting–25 attendees
- Main Street Farmers Market Meeting- 9 attendees

Total Attendance: 34 attendees

Community Events Hosted Downtown

- Pit Stop Deisel Ribbon Cutting – 40 attendees
- Martin Luther King Jr Day Parade – 1,300 attendees

Total Attendance: 1,340 attendees

Building Permits –January 2026

Date Submitted	Application Type	Applicant	Description of Use	Address	Parcel Number	Approved / Denied
1/7/2026	O.T. Registration	Dignity Hospice, LLC	Home Occupation	250 W. Vertia St.	M34 004	Approved
1/8/2026	O.T. Registration	Lovett Outdoors		980 S.E. Broad St.	M73 008	In Review
1/8/2026	Building Permit	Adam Lovett		980 S.E. Broad St.	M73 008	Approved
1/12/2026	O.T. Registration	CKH Enterprises Inc. dba Hunt & Sons Fine Jewelry & Coins		715 S. Lewis St.	M47 017	Approved

1/14/2026	O.T. Registration	Poor but Happy Farm llc dba Warhawk Bang Bow & Bait		223 N.E. Broad St.	M44 062	In Review

Operations & Staff Activities

The Metter Welcome Center experienced strong sales throughout the holiday season. As we move into the slower period at the beginning of the year, following the holidays, this provides an opportunity to prepare and position ourselves for the upcoming spring season. Meanwhile, the Georgia Grown Innovation Center is gearing up for a busy month ahead, with a full schedule of events, meetings, and workshops.

Planning Department Report

February 2026 City Council Meeting

Contact with applicants / developers:

- Responded to calls & emails regarding uses and density permitted in zoning districts; sign regulations; cell tower permitting requirements; EV charging infrastructure; water-sewer availability; building permits & licenses issued; and property available for residential development.
- Met with developer regarding small multifamily workforce housing development.
- Responded to queries regarding zoning verification and code violations.

Meetings:

- Coordinating with GFC forester for Arbor Day activities.
- Attended department head meeting.
- Staff meetings to discuss building plans/development plans; building permit review; zoning/conditional use options for applicants.
- Attended January Heart of GA Regional Commission Council meeting in Mount Vernon.

Reports:

- Submitted 2026 Community Self-Assessment Tool for Technical Support from the GA Forestry Commission.
- Coordinated with HOGARC and Candler County Tax Assessor to obtain parcel data for use in updating zoning map.
- Developed a Tree Giveaway utility bill insert, newspaper notice, website notice, and registration form.

Review:

- Revising zoning ordinance based on feedback from city council and planning commission workshops.
- Reviewed applications for building permits, Occupational Tax Certificates, Events.

Updates on recent DRIs and/or previously approved developments:

- R-4 Townhouse development Oaktree Road: No update from owner.
- PUD (single-family) at Fortner Road & W. Hiawatha Street: Owner is working with potential buyers/investors to build 70 single family homes, as permitted in PUD rezoning.
- PUD (single family & townhouse) at E. Hiawatha Street: No update from owner.
- R-4 Central Avenue (single-family): No update from owner

City of Metter

MAYOR & COUNCIL
Rashida Daniel Taylor, Mayor
Chyrileen Kilcrease, Mayor Pro Tem
Victoria Gaitten
James McKie
Tara Jeffers
Gregory Thomas

49 South Rountree Street
Post Office Box 74
Metter, Georgia 30439

APPOINTED OFFICIALS
Scott Wood, City Manager
Angie Conner, City Clerk
Brent Carter, City Attorney
J. Kendall Gross, Municipal Judge

Mayor and Council
City of Metter
49 South Rountree Street
Metter, GA 30439

February 4, 2026

Dear Mayor and Council,

In addition to the various monthly department reports, please be aware of the following information:

Although it does not affect the majority of City Council, just for your information the GMA Cities conference scheduled for last month was canceled due to weather conditions. Ms. Jeffers and Mr. Thomas were scheduled for newly elected training. At this time we have not been made aware of any rescheduled dates.

The City has been requested to install a water meter at Memory Lane Park, and also to pay for the cost of water and landscaping upkeep on an ongoing basis at the park. Because those items are not included in the current budget we are referring those requests for your consideration.

A couple of weeks ago we mailed letters to each water and sewer customer regarding the water line inspection and inventory project. Additionally, we have placed a copy of the letter on the City website. Water and Sewer staff began the project two weeks ago. Both James McCray and Beth Odom inform us that since implementation of the work they have received no complaints from citizens.

Our Public Works staff is interested in converting to a 10 hour per day/4 days per week work schedule. Hours would be from 7:00 a.m. to 5:30 p.m. Monday through Thursday with 30 minutes for lunch. Plans would be in place for "on call" staff to respond to emergency issues on Fridays, as is currently the case for weekend issues. Although I may have the authority to approve the schedule change, I think it should be discussed with all of City Council before a final decision. If we do decide to go forward with the change, I would implement it only on a trial basis, with the understanding that if it did not prove to be advantageous to our work program we would revert to the current 5 day week. This new work schedule would only affect our Water and Sewer and Public Works employees. It would not apply to general administration or any public safety employees.

The unpaved road from E. Hiawatha to the Animal Control building is a continual maintenance nightmare. Candler County has recently agreed to share the cost with us to place gravel on the road and we are working to make that happen. We have solicited bids from regional contractors and hope to have the work done within the next few weeks. The road is City property, so we are grateful to the County for participating in the project cost.

Recently Police Chief McKinley approached me about the need for a dart gun to be used on a very strict and limited basis to immobilize animals. We discussed the need in depth, and he presented the issue to the County Commission last Monday evening. Chief Lewis informs me that the Board of Commissioners is supportive. Purchase of the gun does not require an action by City Council, but you should be aware of the matter. Again, the dart gun only temporarily immobilizes an animal but causes no lasting injury. Chief Lewis will be available Monday evening to discuss the need for the gun and to address any concerns or answer any questions you have.

The Project Manager for our new fire station has installed fencing, done some site work, and placed a trailer office on the property. Subject to favorable weather, we expect to see more active construction begin within the next couple of weeks.

Utilities work has been underway for the past several weeks on the ten streets we have scheduled for resurfacing, and most of the utilities work is now complete. However, asphalt cannot be applied during extremely cold weather, so actual resurfacing has been delayed due to recent freezing temperatures. Hopefully the contractor, Sikes Brothers, can begin laying asphalt very soon if we are blessed with warmer temperatures.

Our Police and Fire departments, Public Works, and General Administration will participate in the Career Day tomorrow (Thursday) at Metter High School.

Our bond underwriter is planning on attending the Public Building Authority meeting at 4 o'clock on Monday afternoon, and then the City Council meeting at 5:30. He informs me that he has received five (5) proposals thus far, most of which are within the scope of the financial analysis we presented to you previously, so we feel good about meeting the goals of our funding plan for construction of the fire station.

If you have any questions or if I can assist you in any way, please call on me.

Respectfully,

E. Scott Wood
Interim City Manager