#### AGENDA REGULAR MEETING 6:00 P.M. May 6, 2019

- 1. Call to Order
- 2. Invocation and Pledge of Allegiance
- 3. Approval of the Minutes
  - b. Bronson Steele Consideration of a Request for a Mobile Home Variance
- 4. Financial Report
- 5. Old Business
  - a. Courthouse Lighting
  - b. CAT/Yancey Discussion of Annual PM Maintenance Contract and Billing
- 6. New Business
  - a. Single Event Alcohol License
  - b. Lou Thomas and Lori Judge Consideration of a Request to Determine if a Portion of Temples Road Meets Criteria for Abandonment
  - c. WEX Cards to Replace Fuel Man
  - d. Permission to pay/transfer TAVT AAVT Collected from Hospital 1 Mil to General Fund
  - e. Landfill Financial Assurance Mechanism for FY2018
  - f. Consideration of a mutual aid agreement for fire protection with the City of Swainsboro
  - g. To Consider County Offices to be Relocated to the 25 Daniels Street Building
  - h. Consideration of Additional FY2020 Budget Meeting Schedule
- 7. Board Appointments
  - a. Recreation Department Advisory Board
    - 1. To Consider Reappointment of Jesse Durden
  - b. Library Board of Trustees
    - 1. To Consider Reappointment of Krista Stone
    - 2. To fill the Vacancy of Kelley Franklin
  - c. Department of Family and Children Services Board
    - 1. To Consider Reappointment of Yadira Morales
  - d. Tax Assessor Board
    - 1. To fill the Vacancy of James Lanier
- 8. Report from Chairman

- 9. Report from County Administrator
- 10. Report from County Attorney
- 11. Report from Commissioners
- 12. Executive Session
- 13. Adjournment

#### Board of Commissioners of Candler County Regular Meeting May 6, 2019 6:00 p.m.

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, May 6, 2019, at 6:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman, Glyn Thrift; Candler County Vice-Chairman, Brad Jones; Candler Commissioners Wayne Culbertson, David Robinson and Blake Hendrix; Candler County Administrator, Bryan Aasheim; Candler County Clerk, Maranda K. Lank; Candler County Attorney, Kendall Gross; Candler County EMS Director, Melburn Kelly; Candler County Sheriff Office, Captain Justin Wells. Other guests attending the meeting were Bronson Steele, Lou Thoman, Lori Judge, Wayne Rivenbark, Wayne Lawler and Edward Johnson. The representative from the Metter Advertiser was Carvy Snell.

#### Call to Order

Chairman Thrift called the meeting to order at 6:19 p.m.

#### **Invocation and Pledge of Allegiance**

Vice-Chairman Jones delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

#### Amendment to the Agenda

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to amend the agenda adding the items as follows below. The motion passed unanimously.

#### **New Business**

3b. Bronson Steele's Mobile Home Variance

Add a New Item as 6a. Single Event Alcohol License, and move the other items down.

6 h. Consideration of Additional FY2020 Budget Meeting Schedule

#### **Approval of the Minutes**

Commissioner Culbertson made a motion seconded by Commissioner Robinson to approve April 1, 2019 Work Session and April 1, 2019 Regular Meeting and the April 15, 2019 Second Monthly Meeting minutes as submitted. The motion passed unanimously

#### Bronson Steele - Single Event Alcohol License

Mr. Steele presented a request for a mobile home variance during the work session. Mr. Aasheim requested Mr. Gross verify all vesting deeds and paperwork Mr. Steele had provided was in order. Mr. Gross then recommended the Board grant a mobile home variance to Mr. Steele. Commissioner Robinson made the motion seconded by Commissioner Hendrix. The motion passed unanimously. (Please see Exhibit A)

#### **Financial Report**

Mr. Aasheim opened the May 2019 financial report with the balance as of May 1, 2019 with the General Fund balance at \$2,425,670.08. There had been prior discussion of the Landfill Closure account during budget workshops and meetings that Mr. Aasheim elaborated further on explain the County has a certificate of deposit at Queensborough National Bank designated to offset landfill closure expenses. The maturity date of the CD is December 15, 2021. The current value of the CD is \$429,937.45. Also, there

is a bank account for the landfill closure with a current balance of \$1,125,881.22. The 2018 SPLOST proceeds for April amounted to \$117,339.34. The 20% designated amount to the Hospital was \$23,467.87; The remainder of \$93,871.47 was divided as follows: 56% County, \$52,568.02; 40% City of Metter, \$37,548.59; and, 4% Town of Pulaski, \$3,754.86. To date \$1,098,931.05 (82.42%) of the anticipated revenues for the 2018 SPLOST has been received. The County's portion of the total proceeds at the time of this meeting was \$492,321.11. Mr. Aasheim updated the Board on interest earning account, and that most deposit accounts are earning 1.75% monthly. Comparatively, the General Fund has earned \$32,809.00 versus to the prior year at \$554.00. He then informed them that interest income across all funds has earned \$56,702.00, as to the prior year at \$6,622.00; Therefore, netting approximately \$50,00.00 with the changes made to the way the deposit accounts are structured. From a budget standpoint, most divisions are on or very close to being within the FY2019 budgeted amounts, with only a few outliers.

#### **Old Business**

#### **Courthouse Lighting**

This item was tabled.

#### Yancey/CAT - Discussion of annual PM maintenance contract and billing

Mr. Aasheim explained that CAT/Yancey has been performing periodic maintenance on all County heavy equipment. This maintenance has been performed on an "on call" basis. CAT proposes the County enter into a contract for annual PM. This agreement has been updated as requested in the April 15<sup>th</sup> meeting to include 250 hours PM on motor graders and 500-hour PM on all other equipment.

Chairman Thrift made a motion seconded by Commissioner Robinson to approve Yancey/CAT – Discussion of annual PM maintenance contract and billing. The motion passed with four votes in favor and Vice-Chairman Jones voting against the motion. (Please see Exhibit B)

#### **New Business**

#### Single Event Alcohol License

Mr. Aasheim informed the Board of a request from a property owner permission to allow a vendor who has a state liquor license to sale alcohol at an event. Mr. Aasheim explained the current County Alcohol License does not mention single event licensing. After some discussion, the Board requested Mr. Gross prepare an amendment to the current Alcohol License Ordinance to include Single Event Alcohol Licensing.

Chairman Thrift made a motion seconded by Commissioner Hendrix to allow Mr. Gross to prepare an amendment the current County Alcohol License for the Board to consider. The motion passed unanimously.

## Lou Thomann and Lori Judge – Consideration of a Request to Determine is a Portion of Temples Road Meets Criteria for Abandonment

This item died for a lack of a motion.

#### **WEX Cards to Replace Fuel Man**

Mr. Aasheim requested the Board consider entering into an agreement with WEX to provide fuel cards for the county vehicles. He went on to explain the County currently utilizes various methods to purchase

fuel for its fleet, ranging from credit at various local businesses, to bulk purchases, to fuel cards. WEX offers a state sanctioned full management solution through its card program. This program is utilized throughout the state and has received a positive feedback based on research.

Vice-Chairman Jones made a motion seconded by Commissioner Robinson to approve the WEX Cards to Replace Fuel Man. The motion passed unanimously. (Please see Exhibit C)

#### Permission to pay/transfer TAVT AAVT Collected from Hospital 1 Mil to General Fund

Mr. Aasheim informed the Board of a recent discovery and requested they consider transferring funds related to TAVT and AAVT collections from the Hospital 1 Mil bank account to the General Fund bank account in compliance with TAVT and AAVT legislation. He went on to explain per the Title Ad-Valorem Tax (TAVT), O.C.G.A. Section 48-5C-1 information on the Department of Revenue website FAQ's TAVT proceeds are Not required to be used for legally mandated purpose of the local sales tax they are replacing. As such, these taxes are, "deposited in the local government's general fund..." Mr. Aasheim further explained that during FY2019 staff had deposited \$17, 412. 26 in TAVT and AAVT into the county's deposit account titled "Hospital 1 Mil". These funds should have been deposited into the general fund per the FAQs cited. Mr. Aasheim requested permission the transfer the funds to the appropriate account.

Vice-Chairman Jones made a motion seconded by Commissioner Culbertson to give Mr. Aasheim permission the transfer \$17, 412. 26 for TAVT and AAVT from the Hospital 1Mil Account to the appropriate General Fund Operating account.

The motion passed unanimously.

#### Landfill Financial Assurance Mechanism for FY2018

Mr. Aasheim presented a letter for review from the EPD regarding the financial assurance mechanism provided for FY2018. He then explained the county provides financial information to EPD annually to ensure that there are sufficient resources allocated for future landfill closure and mitigation. Mr. Aasheim concluded that the letter from the EPD dated April 1, 2019 indicated they have accepted Candler County's financial assurance mechanism submitted for FY2018.

#### Consideration of a mutual aid agreement for Fire Protection with the City of Swainsboro

Mr. Aasheim explained that historically Candler County has entered into an annual mutual aid agreement with the Swainsboro Fire Department. The City Manager of Swainsboro has requested that we renew this agreement. Mr. Aasheim indicated he had spoken to Al Lawson regarding the agreement and stated to him that Candler County does not currently operate a fire department. He requested that the County sign the agreement to allow the Swainsboro Fire Department to provide mutual aid in the unincorporated areas of Candler County.

Mr. Gross concurred and also recommended the that the signing of this agreement be approved. He went on to explain that even though the County does not directly operate a fire department, in spite of the Shared Services Agreement, the City of Metter does not have jurisdiction to allow the Swainsboro Fire Department to assist within the unincorporated areas of Candler County.

Commissioner Hendrix made a motion seconded by Commissioner Culbertson to enter into a mutual aid agreement for Fire Protection with the City of Swainsboro as amended. The motion passed unanimously. (Please see Exhibit D)

To Consider County Offices to be relocated to the 25 Daniels Street Building

Mr. Asheim requested the Board consider approving a plan of action for County Offices to be relocated to the 25 Daniels Street Building. He then listed the pending needs and proposed steps to initiate the plan.

#### Pending Needs:

- Finalize changes to quit claim deed from City of Metter to Candler County on property located at 25 Daniels Street
- Finalize initial estimates for renovations to 25 Daniels Street and 435 N Rountree Street to accommodate changes
- RFP and obtain bids for renovations
- Estimate technology costs, move technology assets as needed

#### Proposed Steps

- 1. Renovate children's learning center (25 Daniels Street) to accommodate Sunshine House
- 2. Move Sunshine House
- 3. Renovate old Health department (435 North Rountree Street) to accommodate Southeastern Tech
- 4. Move Southeastern Tech
- 5. Renovate Adult Education Building (25 Daniels Street)
- 6. Move Tax Commissioner & Tax Assessor offices
- 7. Review needs at Courthouse for security and space

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to approve the pending needs and proposed steps as listed. The motion passed unanimously.

### To Approve FY2020 Extended Budget Workshop Schedule

Mr. Aasheim requested the Board approve the revision to the FY2020 Budget workshops on Wednesday May 8<sup>th</sup> and cancel the Thursday, May 9<sup>th</sup> meeting due to the TSPLOST Round Table meeting; then return to the Tuesday and Thursday schedule that will occur as needed during May 14<sup>th</sup> and June 4<sup>th</sup>, 2019 as described in the Public Notice presented. Commissioner Robinson made a motion seconded by Vice-Chairman Jones to approve the FY2020 Budget Workshop schedule. The motion passed unanimously.

#### **Board Appointments**

#### Recreation Department Advisory Board

Chairman Thrift made a motion seconded by Commissioner Robinson to reappoint of Jesse Durden to the Recreation Department Advisory Board. The motion passed unanimously.

#### **Library Board of Trustees**

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to reappoint Krista Stone to the Library Board of Trustees. The motion passed unanimously.

Chairman Thrift made a motion second by Commissioner Robinson to appoint Lora Vines to fill the vacancy of Kelly Franklin on the Library Board of Trustees. The motion passed unanimously.

#### Department of Family and Children Services Board

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to reappoint Yadira Morales to the Department of Family and Children Services Board. The motion passed unanimously.

#### Tax Assessor Board

Commissioner Robinson made the motion seconded by Commissioner Hendrix to adopt a Resolution to appoint Dorothy Susan Hunt to fill the vacancy of James Lanier on the Tax Assessor Board. The motion passed unanimously. (Please see Exhibit E)

#### Report from Chairman

Chairman Thrift mentioned the following during this meeting:

• Attending the 2022 TSPLOST Roundtable Discussion Thursday in Mt. Vernon with Mr. Aasheim.

#### Report from County Administrator

Mr. Aasheim mentioned the following items in his written report:

- FY2019 LMIG Safety Action Plan
- Metter Fire Department Budget Committee
- FEMA/GEMA
- Hospital Authority
- Courthouse
- Guardian
- Health Insurance
- Canoochee Road Repair
- Submitted draft letter to the Advertiser explaining separation of Board of Education and Board of Commissioners.

#### Report from Attorney

Mr. Gross requested Jason Grimes to update the abstract on St. Matthews Church Road land acquisition process. He mentioned he has requested June Riggs follow up with Mr. Grimes. All other items Mr. Gross had to present to the Board concerned litigation and would be discussed during the executive session.

#### Report from Commissioners

Commissioner Culbertson representing District 1 covered the two items of concern he had earlier.

Vice-Chairman Jones representing District 2, had nothing to report at this meeting.

Commissioner Robinson representing District 3 mentioned he wished that Vice-Chairman Jones would attend the ACCG Conferences.

Commissioner Hendrix representing District 4, had nothing to report at this meeting.

#### **Executive Session**

Chairman Thrift made the motion to enter an Executive Session at 7:52 p.m. seconded by Commissioner Robinson to discuss personnel and litigation only. The motion passed unanimously.

Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to adjourn the Executive Session and resume with the regular business meeting at 8:13 p.m. Motion carried unanimously.

Vice-Chairman Jones made the motion to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Robinson seconded the motion. Motion carried unanimously.

#### **Adjournment**

With no further business to discuss, Commissioner Culbertson made a motion at 8:15 p.m. seconded by Commissioner Robinson to adjourn the meeting. The motion passed unanimously.

man Glyn Thrift

Maranda K. Lank, Clerk

Attest

### BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift Chairman

Bryan Aasheim County Administrator Brad Jones Vice-Chairman

Blake Hendrix Commissioner

Wayne Culbertson Commissioner

David Robinson Commissioner

#### **CLOSED MEETING AFFIDAVIT**

STATE OF GEORGIA COUNTY OF CANDLER

#### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

Glyn Thrift, Chairman of the Board of Commissioners of Candler County, being duly sworn, states under oath that the
following is true and accurate to the best of his knowledge and belief:
1.
The Board of Commissioners of Candler County met in a duly advertised meeting on Monday, May 6, 2019.
2.
During such meeting, the Board voted to go into closed session.
3.
The executive session was called to order at 7:52 n m

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

<u>X</u>	settlement, claims, administrative proceedings,	legal counsel to discuss pending or potential litigation, or other judicial actions brought or to be brought by or in which the county or any officer or employee may be (1);
	Discussion of tax matters made confidential by sta	te law as provided by O.C.G.A. 50-14-2(2);
	Discussion of the future acquisition of real estate a	as provided by O.C.G.A. 50-14-3(4);
<u>X</u>	Discussion or deliberation on the appointment, dismissal, or periodic evaluation or rating of a co 3(6);	employment, compensation, hiring, disciplinary action or bunty officer or employee as provided in O.C.G.A. 50-14-
	_ Other	1/ 1/1
This 6 <sup>th</sup>	6 <sup>th</sup> day of May, 2019.	Thrift, Chairman
	Board	d of Commissioners of Candler County

Sworn to and subscribed before this 6<sup>th</sup> day of May 2019.

Notary Public

075 EAST NOWA

T, SUITE A, METTER, GEORGIA 30439 5 FAX (912) 685-4823

#### STATE OF GEORGIA COUNTY OF CANDLER

### MOBILE HOME FAMILY PURPOSE AFFIDAVIT

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removed from the property unless anot mobile/manufactured home. Furthermore	tured home on our property. If and when wes out, the mobile/manufactured home must be ther immediate family member occupies said re, I understand that I cannot lease or allow member to occupy said mobile/manufactured
Sworn and subscribed this the	day of 4211, 2019.
Ja p	(Legal Signature)
Name 1103 Kight Dv. Street Address Mcttv GA City State	0439 Zip
Sworn and subscribed before me this the	day of Apr. 2019.  Notary Public  My Commission Expires: 1/2/22
COUNTY	

## GEORGIA DEPARTMENT OF PUBLIC HEALTH APPLICATION FOR CONSTRUCTION PERMIT AND SITE APPROVAL

For On-Site Sewage Management System

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# GEORGIA DEPARTMENT OF PUBLIC HEALTH APPLICATION FOR CONSTRUCTION PERMIT AND SITE APPROVAL For On-Site Sewage Management System

County: Candler
County Phone: (912) 685-5765
Permit Number: OSC02100547
Property Address: 967 KIGHT RD METTER, GA 30439
Property Owner: James Steele

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PLEASE RETURN TO: MATTHEW L. WATERS, P.C. P.O. BOX 695 METTER, GEORGIA 30439

STATE OF GEORGIA

COUNTY OF CANDLER

FILE NO: 8729

#### WARRANTY DEED

THIS INDENTURE, made this 31 day of January, in the Year of Our Lord One Thousand Nine Hundred Ninety Seven between RAY COURSEY of Metter, Candler County, Georgia, as party of the first part, and BRONSON STEELE of Metter, Candler County, Georgia, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, the following described property, to-wit:

All those two certain lots, tracts or parcels of land, lying in a body together, situate in the 1685th G.M. District and being separately described as follows:

Tract A: All that certain lot, tract or parcel of land, situate, lying and being in the 1685th G.M. District of Candler County, Georgia containing 0.34 acres, more or less, as shown on a plat of 3 parcels of land as Parcel 47 thereon prepared for Ray Coursey by Donald W. Marsh, Registered Surveyor, dated April 6, 1995, and of record in Plat Book 7 page 121. Candler County, Georgia records, to which plat and the record thereof reference is hereby made and incorporated herein. Said parcel is bounded on the Northeast by the southwestern most margin of a 60.0 foot road; on the Southeast by parcel 45, as hereinafter described and conveyed; on the Southwest by land of Ray Coursey; and, on the Northwest by parcel #48, as shown on said plat.

Tract B: All that certain lot, tract or parcel of land, situate, lying and being in the 1685th G.M. District of Candler County, Georgia, containing 0.34 acres, more or less, as shown on a plat of 5 parcels of land as Parcel 45 thereon prepared for Ray Coursey by Donald W. Marsh, Registered Surveyor, dated October 26, 1993, and of record in Plat Book 1, page 221. Candler County, Georgia records, to which plat and the record thereof reference is hereby made and incorporated herein. Said parcel is bounded on the Northeast by the southwestern most margin of a 60.0 foot road; on the Southeast by parcel 44, as shown on said plat; on the Southwest by land of Ray Coursey, and, on the Northwest by parcel 47, as hereinabove described and conveyed.

Said Grantee to have and to hold the said tract or parcel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise

appertaining, to the only proper use, benefit and behoof of the said party of the second part, his heirs and assigns, forever, in fee simple.

And the said party of the first part, for his heirs, executors, administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Signed, sealed and delivered

STATE OF GEORGIA, CANDLER COUNTY

I cortify this instrument was filed for record in this office on the 4 day of February 19 97

o'clock P. M., and recorded in book He.

This U day of February

FILED/RECORDED 34190 LINDA F. SEWELL, CLERK, SUPERIOR COURT 3924

FILE FOR RECORD
DEED BK LUL
PAGE NO 374-375

99 JUN -7 PM 12: 07

CLERK, C.C.S.C.

PLEASE RETURN TO: WATERS & GROSS, P.C. P.O. BOX 695 METTER, GEORGIA 30439

STATE OF GEORGIA

COUNTY OF CANDLER

FILE NO: 10,216

#### WARRANTY DEED

THIS INDENTURE, made this 2 day of June, in the Year of Our Lord One Thousand Nine Hundred Ninety Nine between RAY COURSEY, of Metter, Candler County, Georgia, as party of the first part, and JAMES BRONSON STEELE of Metter, Candler County, Georgia, as party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, the following described property, to-wit:

All that certain lot, tract or parcel of land, situate, lying and being in the 1685th G.M. District of Candler County, Georgia, containing 0.52 acres, more or less, as shown on a plat of 5 parcels of land as Parcel 44 thereon prepared for Ray Coursey by Donald W. Marsh, Registered Surveyor, dated October 26, 1993, and of record in Plat Book 7, page 227, Candler County, Georgia records, to which plat and the record thereof reference is hereby made and incorporated herein. Said parcel is bounded now or formerly as follows: On the Northeast by the southwestern most margin of a 60.0 foot road; on the Southeast by lands of Ray Coursey; on the

Southwest by lands of Ray Coursey, on the Northwest by Parcel #45 as shown on said plat.

Said Grantee to have and to hold the said tract of percel of land with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said posty benefit execond part, his heirs and assigns, forever, in fee simple.

And the said party of the first part, for his heirs, executors, administrators, will warrant and forever defend the right and title to the above described property, unto the said party of the second part, his heirs and assigns, against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

OURSEY

Signed, sealed and delivered in the presence of:

Shannon W. Bladburn

WITNESS

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(SEAL)

Paid \$

1 ACAILLE B MALE Clerk of Superior Court O

#### Customer Support Agreement - Preventive Maintenance (P.M.)

The objective of this agreement is to ensure that our customers receive the benefits of consistent, thorough, managed maintenance.

#### Yancey Bros. Co. Responsibilities

Provide a contact person to coordinate scheduling of P.M. work. Maintain service records on all repairs, P.M.'s, oil and coolant sampling performed by Yancey Bros. Co. with customer copies available if desired...

Provide all travel, labor, equipment, oil, filters and SOS samples to perform Preventative Maintenance services as outlined in the equipment manufacturer's lubrication and maintenance guide and subject to the service interval hour stated below. Properly dispose of all used oil and filters generated by Yancey Bros. Co.'s P.M. service, leaving our portion of your jobsite environmentally clean.

Perform Scheduled Oil Sampling (SOS) on all compartments at intervals specified in the equipment manufacturer's lubrication and maintenance guide and provide the customer with a copy of the analysis. Perform Scheduled Coolant Sampling at Caterpillar recommended intervals.

Perform a walk around visual inspection with each service. These inspections are intended to identify and report readily observable equipment conditions or deficiencies that could affect machine component life or proper performance.

#### **Customer Responsibilities**

Provide a contact person to keep Yancey Bros. Co. informed of machine hours no later than the 25th of each month or when P.M. scheduling is approaching, no later than three working days prior to requested date for service.

Make equipment available at a reasonable work location accessible to Yancey Bros. Co.'s P.M. vehicle. The location must be considered safe for the technician to work

Perform all daily and weekly maintenance as defined in the equipment manufacturer's lubrication and maintenance guide, including daily make up fluids, SOS sampling and air filter replacement when required by the reading of the air filter indicator. Maintain maintenance records and review with Yancey Bros. Co. on a regular basis.

Maintain a working hour meter. If a Product Link<sup>TM</sup> unit is used, no repairs, replacements or software updates are covered under this agreement and are the responsibility of the customer.

Use only fuels, grease, fluids and lubricants that meet or exceed the equipment manufacture's specifications. Perform external cleaning of the machine to include but not limited to: Radiator, Belly Pan(s), Engine Enclosure(s), All Guards, Axles, Wheels, Final Drives and Undercarriage.

Customer must remain in good credit standing with Yancey Bros. Co., in order for this contract to be valid. If at any time the customer's credit account does not meet the requirements of the credit application on file with Yancey Bros. Co., this contract is subject to termination at the sole discretion of Yancey Bros. Co. If the contract is terminated, any expenses charged to the contract that have not been invoiced to the customer will be applied to the customer's credit account and will be due immediately.

#### **Exclusions and Special Instructions**

Any repairs other than routine Preventive Maintenance as outlined in the respective equipment manufacture's lubrication and maintenance guide are not included.

Hoses, clamps, bulbs, nuts, bolts, wiper blades etc. are not included. Routine mechanical adjustments such as engine valve adjustments are not included.

Make up fluids added by Yancey Brothers that exceed 3 gallons and are not part of the serviced component are not included. 250 & 500 hour Interval PM services do not include engine air filters.

Replacement filters such as engine air or fuel filters outside of the normal scheduled interval are not included. Tier 4 type machines, diesel particulate filter and components are not included in the price of the PM contract. If a 500 hour service interval is selected, customer will be responsible for taking any SOS sampling required at the 250 hour interval.

#### Billing

If customer elects to be billed by the hour, Yancey Bros. Inc. will generate an invoice for each serial number ever month for that months previous hour's usage, multiplied by the hourly agreement rate. If customer elects to be billed equal payments, Yancey Bros. Inc. will generate an invoice for each serial number ever month at the monthly agreement rate.

Model	Serlal	Start Hours	Agreement Length (Months   Hours)	Service Hour Interval	Pre-Paid Price	Cost per Hour	Equal Pay Per Month (Billed monthly in equal amounts)	Equal Pay Per Service (Billed at each service)
420FIT4ESA (priced as: 420F2 IT)	HW001223	2,000	12   1,000	500	\$3,342.33	\$3,34	\$278.53	\$1,671.17
12M3 BRSLP (priced as: 12M3)	N9F00406	3,999	12   1,000	250	\$4,607.87	\$4.61	\$383.99	\$1,151.97
D6N LGP (priced as: 320D L)	PBA02875	9,000	12   1,000	500	\$2,988.78	\$2.99	\$249.07	\$1,494.39
12M3 BRSLP (priced as: 12M3)	N9F00405	3,999	12   1,000	250	\$4,715.87	\$4.72	\$392.99	\$1,178.97
12M3 BRSLP (priced as: 12M3)	N9F00404	4,000	12   1,000	250	\$3,496.42	\$3.50	\$291.37	\$874.10
12M3 BRSLP (priced as: 12M3)	N9F00403	4,000	12   1,000	250	\$3,496.42	\$3.50	\$291.37	\$874.10
420F4X4ESA (priced as: 420F ST)	SKR00934	2,000	12   1,000	500	\$3,381.80	\$3.38	\$281.82	\$1,690.90
D6N LGP	PBA02875	6,250	12   1,000	500	\$3,250,58	\$3.25	\$270.88	\$1,625,29
D6N LGP	PBA02875	3,000	12   1,000	500	\$3,613.55	\$3.61	\$301.13	\$1,806.78
926M QC (priced as: 926M)	LTE00326	2,000	12   1,000	500	\$2,642.49	\$2,64	\$220.21	\$1,321.25
12M3 BRSLP (priced as: 826G)	N9F00403	6,250	12   1,000	250	\$4,735.80	\$4.74	\$394,65	\$1,183.95

#### **Terms of Agreement**

This agreement will expire according to the "Agreement Length" values listed above for each piece of covered equipment. The agreement expiration will occur when either the time period in months or the usage amount in hours has passed; whichever comes first.

The undersigned acknowledges that the responsibilities of Yancey Bros. Co. are limited to the servicing of the equipment as outlined herein and does not guarantee the detection or replacement of worn out, defective, or malfunctioning parts. In no event shall Yancey Bros. Co. be liable for any direct, indirect, special, incidental, or consequential damages, such as, but not limited to, loss of anticipated profits or other economic loss in connection with, or arising from the furnishing, functioning, or use of any items of equipment or services provided for this agreement. This agreement can be canceled at any time but in the event of early cancelation, the account will be reconciled and any charges due Yancey Bros. will be payable in full at that time.

In the event that this machine is equipped with Product Link™, I understand data concerning this machine, its condition, and its operation is being transmitted by Product Link™ to Caterpillar Inc. its affiliates (Caterpillar) and/or its dealers to better serve our customers and to improve upon Caterpillar products and services. The information transmitted may include: machine serial number, machine location, and operational data, including but not limited to: fault codes, emissions data, fuel usage, service meter hours, software and hardware version numbers, and installed attachments. Caterpillar will not sell or rent collected information to any other third party and will exercise reasonable efforts to keep the information secure. Caterpillar Inc. recognizes and respects customer privacy. I agree to allow this data to be accessed by Caterpillar Inc. and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey Bros. Co. will remain the private property of Yancey Bros. Co.

No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond reasonable control. Such acts include but are not limited to the following: Strikes or other labor disputes, lockouts, Acts of God, material shortages, riots, acts of war, governmental regulations imposed after the fact, fire, earthquakes, and other natural disasters. In the event of an occurrence giving rise to a delay or failure, the party whose performance is delayed or prevented shall give prompt written notice to the other party stating the particulars and all efforts to overcome the delay or failure. The time of performance shall be extended by the period of any such delay.

Customer Name: Candler County Boc Customer Number: 802917

Date: 5/20/2019

Customer Signature

Yancey Bros. Co. Signature



### Tax Exemption & Reporting Enrollment Form

#### Instructions:

- 1. Complete part A and sign form at the bottom.
- 2. Attach FEDERAL Certificate of Buyer and STATE forms (see details below).
- For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email GovTaxServices@WEXInc.com.
- E mail completed forms to <u>TaxExemptForms@WEXInc.com</u>, fax to 1-207-523-7104, or mail to Fleet Services, Tax Exempt Department, P.O. Box 639, Portland, ME 04104.
- 5. Retain the terms on page 2 for your records.

A. ACCOUNT INFORMATION								
Fleet Name:	WEX Account Number (if known):							
Candler County BOC	, and the second							
Authorized Fleet Contact:	Phone No.:							
Bryan Aasheim	912-685-2835							
Fleet Contact email:	Fax No.:							
baasheim@candlerco-ga.gov	912-685-4823							
Federal Taxpayer ID Number: 58-6000 793								
IMPORTANT: Eligibility may be limited based on applicable federal, state and local laws.  You must fill out these forms completely and accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.								
The state of the s								

#### **B. MOTOR FUEL TAX**

- Tax regulations require us to maintain current copies of the following applicable forms, based on your eligibility:
  - 1. Federal A Certificate of Buyer of Taxable Fuel in the name of WEX BANK (Included with this form.)
  - 2. State Applicable state forms. (Obtain these from the appropriate state governing body.)
- Once we receive all of your <u>properly completed documentation</u> we will complete the tax exemption set up on your account within approximately three business days and start billing you net of the applicable taxes.

The parties agree that a signed transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a transmission does not satisfy the requirements of a signature or writing under applicable law.

X Authorized Fleet Signature

Date: 05/24/2019

USER (INTERNAL USE ONLY):

The information contained in this message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106.

## ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN WEX BANK AND THE STATE OF GEORGIA (the "STATE")

	"Likoz Byu" E'		CREDIT IN	NFORMATIO	N .		n Rightings (1. 18	D
Participating Entity agrees the bureaus and others who ma	nat in the event the accord y lawfully receive such in	unt is not pai iformation	d as agreed, WEX (	BANK may repo	ort the undersigned's	liability for and	d the status of the ac	count to credit
Participating Entity  CANDLER COUI					ne # 2 <b>-6</b> 85-2835		<sub>Fax#</sub> 912-685-482:	3
Headquarters Name and Phy 1075 E. HIAWATHA	STREET, STE	A, METT	ER GA 3043	9		Applicant's 58-6000	Taxpayer ID # (TIN)	, FEIN or SSN)
In Business Since (yyyy) 1933	Year of Incorporation (		Number of Vehicles 9		Monthly Fuel Expend 4,000.00	ditures Avg	Monthly Service Ex	penditures
Mile Detice 5 5		3-vent	ACCOUNT SET					**************************************
Write Participating Entity nan	ne as you wish it to appe	C O	Limit of 20 characte	ers & spaces. U	Inless specified, no o	company name	e will appear on card	ls,
Billing Contact CL'ARA FRINK			. HIAWATHA		, STE METTE		State Zip+4 GA 3043	
Designate the Fleet Contact account and account access	This is also the person	charge cards designated b	reports, and other y your company to p	such information	on we provide from ti vehicles, driver and	me to time and other informat	d to take actions with tion we may request,	respect to your
BRYAN AASHEIM	ne		Title ADMINIST		Phone # 912-685-283		Fax #	
Mailing Address (if different fr 1075 E. HIAWATHA	STREET, STE				City METTER		State Zip+4 GA 30439	
Email address (required to tall BAASHEIM@CAN	ke advantage of product DLERCO-GA.G	type card co	ntrols)				g	
Card Controls: To help estin	nate your needs, indicate	the types of	cards you anticipat	e using,	All Products F	uel & Service	Mix of card	types dside Assistance
Check here if business is	exempt from motor fuels	tax			,	1 10010101	The Later Willow	uside Assistance
DEFINITIONS:			TE	RMS				<b>19 1. 3.</b>
"Agreement" means: Contr. "Agreement") between the (	act No. SWC 999999-	SPD-120100	730-001 effective	February 23	, 2006 for Fuel Care	ds and Fuel N	Management Servio	ces (the
"Participating Entity" shall m	ean the Participating E	ntity as defi	ned in the Agreem	ent permitted	to purchase service	s under the A	Agreement, as spec	cified in the
Credit Information above. A AGREEMENTS OF WEX B.	i otner capitalized term	is used in th	is Addendum Withi	out definition h	ave the meanings s	set forth in the	e Agreement.	
This Addendum is to a change the Agreemen	flow the Participating E			greement bet	ween WEX BANK a	nd the State	It does not modify	, amend or
<ol><li>Participating Entity rep Agreement.</li></ol>	resents that it is author	rized or allov	ved by the laws of	its home state	to enter into this A	ddendum and	d to participate und	er the
<ol> <li>Participating Entity her the Agreement, includi fees provided in the Ag Entity agrees to be bot disputes of charges, re</li> </ol>	preement, and coopera und by the terms and co porting lost and stolen	tion with res onditions of cards, and a	il charges on its ad pect to providing a the Agreement, ind all other rules and	ccount(s) within all necessary in cluding, withou provisions rela	n the time periods p nformation for the a at limitation, rules for ating to use of Partio	rovided unde dministration r authorized a cipating Entity	er the Agreement, p of the Agreement. and unauthorized u v's account	Participating se of cards,
<ol> <li>Participating Entity ack suspension or cancella of the Participating Ent</li> </ol>	nowledges that its failu ition of the account(s).	re to make t The unders	timely payment in a	accordance wi	th the terms of the	Agreement ar	nd/or the Addendur	January Company of
REBATE: You may be offere suspended, modified or disc receive the rebate or discour	ed discounts and/or reb ontinued at any time w	ates by part	icipating under this	s Agreement f	om time to time. Se	uch discounts	s and/or rebates ma	ay be
INFORMATION SHARING Discounts or other promotion	DISCLOSURE: Informa	tion regarding	ng your transaction	is may be prov	ing will apply and bi	e provided to nerchants or I	you when such off their service provid	ers are made, ers to facilitate
U.S.A. PATRIOT ACT: Our tinformation that identifies ea address, date of birth, and olbusiness.	pank complies with Sec ch company or person	tion 326 of t	an account. What	this means for	Vall: when you one	מוספסטות מח	t wa will aak far	
DISCLAIMER: THIS IS AN	APPLICATION FOR	SERVICES	AND SHALL NO	T BE BINDII	NG UPON WEX B	ANK UNTIL	FINAL CREDIT	APPROVAL
HAS BEEN GRANTED BY	WEX BANK.				ATURE REQUIRE		100	
Any person signing on behalf cauthorized to make this application.	of the Participating Entity	has been du	ly authorized by all				nd that the undersign	ned is
Signature:	540			Printed Name	BRYAN AAS	SHEIM		
Title: COUNTY	ADMINISTRATO	R		Date	05/00/40			
Complete and sign addendum. Fax to 1-866-527-8873								
FOR OFFICE Oppty Numb	per	Sales Code		Plastic Type	Coupon Code	Account Num	nber	

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USE ONLY

04 ADDEND CRDAPP (11/08)

## **CONTRACT**

# MUTUAL AID AGREEMENT BETWEEN THE FIRE DEPARTMENTS OF CANDLER COUNTY, GA. & THE CITY OF SWAINSBORO, GA.

This Agreement made and entered into this the first day of, 2019 to extend an agreement by
and between the County Commissioners of the County of Candler County, Georgia and Mayor and
Council of the City of Swainsboro Georgia; WITNESSETH: It is the purpose of this agreement to
secure to each of the parties hereto and to pledge mutual aid in the protection of life and property from
fire, and in firefighting;

#### It is agreed that:

- 1. Upon a request of a representative of Candler County, Georgia, by a representative of the City of Swainsboro, Georgia, firefighting equipment and personnel of Candler County Fire Department will be dispatched to any point within the area for which the City of Swainsboro normally provides fire protection, as designated by the representative of the Fire Department of the City of Swainsboro.
- 2. Upon request to a representative of the City of Swainsboro by representative of Candler County, firefighting equipment and personnel of the City of Swainsboro Fire Department will be dispatched to any point within the area for which the Fire Department of Candler County normally provides fire protection, as designated by the representative of Candler County.
- 3. Any dispatch of equipment and personnel pursuant to the agreement is subject to the following conditions:
  - (a) Any request for aid hereunder by either party shall include a statement of the amount and type of equipment and of personnel needed and shall specify the location to which the personnel and equipment are to be dispatched; however, the amount and type of equipment and number of personnel to be furnished shall be determined by a representative of the responding organization at the time of request.
  - (b) The responding organization shall report to the fire officer in charge of the requesting organization at the location to which the equipment is dispatched and shall be subject to the orders of that official until officially released.
  - (c) The responding organization shall be released by the requesting organization when the services of the responding organization are needed within the area for which it normally provides fire protection.
- 4. Each party to this agreement waives and renounces all claims against the other party for compensation for any loss, damage of personal injury or death occurring as a consequence of the performance of any of the conditions of this agreement.
- 5. Neither party shall be reimbursed by the other party for any cost incurred pursuant to this agreement.
- 6. All equipment used by the responding organization in carrying out the terms of this agreement will at the time of action hereunder, be owned by it, and personnel acting for the responding organization will at the time of such action be an employee or volunteer member of the fire department of the responding organization and familiar with the use and operation of the responding equipment.

7. The term of this agreement shall be until such time as (a) it is superseded by a subsequent agreement or (b) either party shall notify the other party by registered U.S. Mail of intent to cancel the agreement. Such cancellation notice shall be received at least thirty (30) days prior to effective date of cancellation.

IN WITNESS WHEREOF, Candler County, Georgia and the City of Swainsboro, Georgia have caused these presents to be executed by its duly designated officers.

	Signed, sealed and delivered In the presence of:	County Commissioners of Candler County
	By:Notary Public	By:Chairman-Candler County
	Date:	Attest:County Administrator-Candler County
SEAL		
	Signed, sealed and delivered In the presence of:	Mayor and City Council of The City of Swainsboro
	By:Notary Public	By: Mayor-City of Swainsboro
	Date:	Attest: Administrator-City of Swainsboro
		Sie, Sie Symmond

**SEAL** 

STATE OF GEORGIA
CANDLER COUNTY

## RESOLUTION FOR THE APPOINTMENT TO THE CANDLER COUNTY BOARD OF TAX ASSESSORS

WHEREAS, the Board of Commissioners of Candler County, Georgia, met in an open meeting on May 6, 2019, and, upon motion, second and unanimous vote, have appointed Susan Hunt to the Candler County Board of Tax Assessors; and,

WHEREAS, Susan Hunt will serve to fulfill the unexpired term of James C. Lanier, III, who resigned from the board;

NOW THEREFORE, BE IT RESOLVED, the Candler County Board of Commissioners appoints Susan Hunt to the Candler County Board of Tax Assessors with this term of office to begin on May 7<sup>th</sup>, 2019 and expire on December 31, 2020.

Adopted this 6th day of May, 2019.

**COUNTY OF CANDLER, GEORGIA** 

By:

Syn Thrift Chairman

Attest:

Marandak Gart

Kellie Lank, Clerk

