

AGENDA  
REGULAR MEETING  
5:00 P.M.  
August 19, 2019

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1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of the Minutes
4. Old Business
  - a. Consideration of countywide rollback millage rate of 12.470
  - b. Consideration of FY2020 Metter Fire Budget
  - c. Consideration of RV/Campground Ordinance
  - d. Discussion Regarding County Drug Testing Procedures
  - e. Consideration of an amendment to the Alcoholic Beverages Ordinance
5. New Business
  - a. Consideration of a request from the Health department to increase their FY2020 budget to a minimum of \$13,434
  - b. Request to use 2011 SPLOST funds for the purchase of batteries for 4 forestry radios
6. Report from Chairman
7. Report from County Administrator
8. Report from County Attorney
9. Report from Commissioners
10. Executive Session
11. Adjournment

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**August 19, 2019**  
**5:00 p.m.**

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The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, August 19, 2019, at 5:00 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. 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 Accounts Receivable Clerk, Stacey Stanbro. Candler County Sheriff John Miles and Captain Justin Wells. Other guests attending the meeting included Bobby Odom. The Metter Advertiser was represented by Jerri Goodman.

**Call to Order**

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

**Invocation and Pledge of Allegiance**

Commissioner Robinson delivered the invocation and Chairman Thrift led the *Pledge of Allegiance*.

**Approval of Minutes**

Commissioner Culbertson made a motion seconded by Chairman Thrift to approve the minutes from the July 15, 2019 monthly meeting. The motion passed unanimously.

**Old Business**

**Consideration of countywide rollback millage rate of 12.470**

Mr. Aasheim recommended the Board consider adoption of the rollback millage rate of 12.470 for 2019 in the incorporated and unincorporated areas of Candler County. After some discussion, he reported this millage rate is sufficient to meet the ad valorem revenue estimates in the County's FY2020 budget.

Chairman Thrift made a motion seconded by Commissioner Robinson to adopt the resolution to levy ad valorem taxes for 2019 after rollback at 12.470 mills. The motion passed unanimously.

Chairman Thrift made a motion seconded by Commissioner Culbertson to adopt the same resolution that order and levy an additional net millage of one mill in all districts against the Hospital Digest of for the purpose of the provision of retiring existing hospital debt and other purposes. The motion passed unanimously.

After a short discussion of the Candler County School Board millage rate set at 14 mills, Commissioner Hendrix made a motion seconded by Commissioner Robinson to ratify the Candler County School Board's adoption of the 14 mills. The Commissioners reached a stalemate vote to adopt the resolution to ratify the Candler County School Board's millage with Commissioners Hendrix and Robinson in favor and Chairman Thrift and Commissioner Culbertson voting against ratifying the Candler County School Board's 2019 millage rate

\*\*\**Let the minutes reflect that Vice-Chairman Jones entered the meeting at 5:16 p.m.*

Chairman Thrift made a motion seconded by Commissioner Robinson to open the item of adopting a resolution to ratify the Candler County School Board millage rate for discussion and vote. The motion passed unanimously.

After further discussion of the ratification of the Candler County School Board 2019 millage rate resolution, Chairman Thrift called for a vote. The resolution was adopted with the three/two vote as follows Vice-Chairman Jones, Commissioners Hendrix and Robinson voted in favor while Chairman Thrift and Commissioner Culbertson voted against.

**Consideration of FY2020 Metter Fire Budget**

This item was tabled.

**Consideration of RV/Campground Ordinance**

This item was tabled.

**Discussion Regarding County Drug Testing Procedures**

Mr. Aasheim brought it to the Commissioners attention that the current drug testing screenings are incomplete. Mr. Gross agreed with Mr. Aasheim's findings and advised the Board to consider the screening of drug panels be performed by Quest.

Commissioner Culbertson made a motion seconded by Vice-Chairman Jones to hire Quest to perform all drug screening. The motion passed unanimously.

**Consideration of an amendment to the Alcoholic Beverage Ordinance**

Mr. Aasheim presented an addendum prepared by Mr. Gross for the Commission to consider that will amend the County Alcoholic Beverage Ordinance that will create a single event alcohol license.

Chairman Thrift made a motion seconded by Commissioner Culbertson to adopt the amendment to the existing Candler County Alcoholic Beverage Ordinance to create a single event alcohol license. The motion passed with four votes in favor. Commissioner Robinson voted against the motion.

**New Business**

**Consideration of a request from the Health department to increase their FY2020 budget to a minimum of \$13,434**

This item was tabled.

**Request to use 2011 SPLOST funds for the purpose of batteries for 4 forestry radios**

Mr. Aasheim presented an agreement from Motorola Solutions for the purpose of the allocation of 2011 SPLOST funds for the purpose of batteries for 4 forestry radios for \$629.50.

Vice-Chairman Jones made the motion seconded by Commissioner Hendrix to approve the allocation of \$629.50 to be paid from the 2011 SPLOST funds for the purpose of batteries for 4 forestry radios. The motion passed unanimously.

**Report from Chairman**

Chairman Thrift had nothing to report at this meeting.

### **Report from County Administrator**

- Service Agreement Motorola

Vice-Chairman Jones made a motion seconded by Commissioner Hendrix to enter into a one-year service agreement with Motorola Solutions in the amount of \$29,287.00. The motion passed unanimously. (Exhibit C)

- Business License Revise Ordinance to max late fee amount at \$200.

Vice Chairman Jones made a motion seconded Commissioner Hendrix to amend the Business License Ordinance to mad the late fee at \$200.00 and add acknowledgment clauses that the applicant should initial they have read those rules. Further, to refund the late fees to the applicants that paid in excess of the \$200.00. The motion passed unanimously.

- State Championship Signs

Commissioner Culbertson made a motion seconded by Chairman Thrift to purchase state championship signs that are able to be updated. The motion passed unanimously.

- Law Enforcement blood draws
- Code Enforcement of Ordinances

### **Report from County Attorney**

Mr. Gross stated his items of discussion will be addressed during executive session.

### **Report from Commissioners**

Commissioner Culbertson representing had nothing to report from District 1.

Vice-Chairman Jones representing District 2 reported a mailbox was hit by the motorgrader and Public Works have replaced the mailbox, but not of equal value.

Commissioner Robinson representing District 3 suggested a roundabout be installed at the intersection of Highway 57 and Highway 46.

Commissioner Hendrix representing had nothing to report from District 4.

### **Executive Session**

Vice-Chairman Jones made the motion to enter an Executive Session 6:38 p.m. seconded by Commissioner Culbertson to discuss personnel, land acquisition and possible litigation. 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 7:56 p.m. Motion carried unanimously.

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

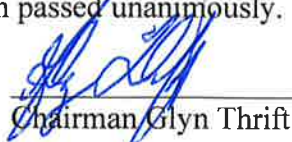
### **Adjournment**

With no further business to discuss, Vice-Chairman Jones made a motion at 7:58 p.m. seconded by Chairman Thrift to adjourn the meeting. The motion passed unanimously.



Maranda K. Lank, Clerk

Attest



Chairman Glyn Thrift

# BOARD OF COMMISSIONERS OF CANDLER COUNTY

Glyn Thrift  
Chairman

Brad Jones  
Vice-Chairman

Bryan Aasheim  
County Administrator

Wayne Culbertson  
Commissioner

David Robinson  
Commissioner

Blake Hendrix  
Commissioner

## CLOSED MEETING AFFIDAVIT

STATE OF GEORGIA  
COUNTY OF CANDLER

### AFFIDAVIT OF CHAIRMAN OR PRESIDING OFFICER

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

1.  
The Board of Commissioners of Candler County met in a duly advertised meeting on August 19, 2019

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

3.  
The executive session was called to order at 6:38 p.m.

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

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

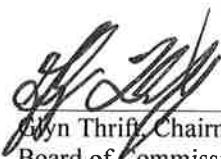
Discussion of tax matters made confidential by state law as provided by O.C.G.A. 50-14-2(2);

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

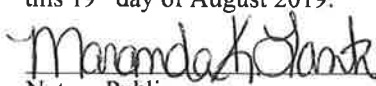
Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal, or periodic evaluation or rating of a county officer or employee as provided in O.C.G.A. 50-14-3(6);

Other

This 19<sup>th</sup> day of August 2019.

  
Glyn Thrift, Chairman  
Board of Commissioners of Candler County

Sworn to and subscribed before me  
this 19<sup>th</sup> day of August 2019.

  
Notary Public



1075 EAST HIAWATHA AVE, WHITE A, METTER, GEORGIA 30439  
PHONE (912) 685-4823 FAX (912) 685-4823

Exhibit A

State of Georgia

Candler County

**RESOLUTION TO RATIFY THE CANDLER COUNTY SCHOOL BOARD AD VALOREM TAX LEVY FOR 2019**

**Whereas**, the Candler County Board of Commissioners is the authority charged with the responsibility to ratify the Candler County Board of Education levy of ad valorem taxes to carry out the required Maintenance and Operations of the County School System; and,

**Whereas**, The Board of Education has submitted to the Commissioners their levying resolution establishing a levy of Fourteen (14) mills on a Net Digest of \$277,033,683; and,

**Whereas**, the Board of Commissioners are required to ratify the official action of the Board of Education;

**Therefore**, the Candler County Board of Commissioners, do herein ratify and order the levy of the Candler County School Board Ad Valorem Tax Millage for 2019.

Adopted this 19<sup>th</sup> day of August, 2019.

Candler County Board of Commissioners:

  
Chairman

  
Clerk



State of Georgia

Candler County

**RESOLUTION TO LEVY AD VALOREM TAXES FOR 2019**

**WHEREAS**, the Candler County Board of Commissioners is the authority charged with the responsibility to levy ad valorem taxes to carry out the governing authority's purposes for the required Maintenance and operations of the County; and,

**WHEREAS**, the Candler County Board of Commissioners have adopted a budget for the current fiscal year requiring imposition of ad valorem taxes in a sufficient amount to provide the necessary maintenance and operational needs of the County; and,

**WHEREAS**, the Candler County Board of Commissioners did cause to be published the Current Tax Digest and Five Year History of Levy as required by the O.C.G.A. § 48-5-32; and,

**WHEREAS**, the Candler County Board of Commissioners did advertise a tax increase for all tax Districts and did hold the three required public hearings as required by the O.C.G.A. § 48-5-32.1; and,

**WHEREAS**, the Net Countywide Digest totals \$277,033,683 in value for all categories of real and personal property; therefore,

The Candler County Board of Commissioners does hereby order to be levied against that digest value at Gross Millage Rate 14.731 in all tax districts; and,

Per the O.C.G.A. § 48.8-91 the County is required to calculate a countywide rollback based on the Local Option Sales Tax Proceeds of \$626,639.95 such rollback being equal to 2.261 Mills; and,

**WHEREAS**, the Insurance Premium Tax Proceeds of \$426,254.64 has been used in its entirety to fund services in the unincorporated area of the County pursuant to O.C.G.A. § 33-8-3; therefore,

The Candler County Board of Commissioners, in a REGULAR MEETING held on August 19, 2019, does hereby order to be levied against the Net Candler County Tax Digest of \$277,033,683 a Net Millage rate, after rollback, of 12.470 Mills in all tax districts for Maintenance and Operational purposes; and,

The Candler County Board of Commissioners does hereby order levied an additional net millage rate of one Mill in all districts against the Hospital Digest of \$277,033,683 for the purpose of the provision of retiring existing hospital debt and other purposes.

Adopted this 19<sup>th</sup> day of August, 2019.

  
Chairman, Glyn Thrift

  
County Clerk, Kellie Lank



**COUNTY MILLAGE RATE CERTIFICATION FOR TAX YEAR 2019**

Please provide a copy of this form to your county's Clerk of Superior Court.

<http://www.dor.ga.gov>



COUNTY:          **CANDLER**

**Submit original signed copy with digest submission**

COLUMN 1 District Number Must be Shown	COLUMN 3		COLUMN 4 Enter Gross Millage Rate Before Rollbacks	COLUMN 5 Sales Tax Rollback O.C.G.A. § 48-8-91	COLUMN 6 Insurance Premium Rollback O.C.G.A. § 33-8-8.3	COLUMN 7	COLUMN 8 Net M&O Millage Rate Column 4 less Columns 5, 6 & 7	COLUMN 9 Enter Bond Millage Rate	COLUMN 10 Total Millage Rate Column 8 plus Column 9
	Mark X, if District Falls In Unincorporated Area	Mark X, if District Falls In Incorporated Area							
<b>Incorporated</b>		X					12.470		12.470
<b>Unincorporated</b>	X						12.470		12.470
<b>School</b>	X	X					14.000		14.000
<b>Special Service Districts:</b>									
<b>Hospital</b>	X	X					1.000		1.000
<b>CID/BID:</b>									

I hereby certify that the rates listed above are the official rates for the Districts indicated for Tax Year 2019

Date \_\_\_\_\_

Chairman, Board of County Commissioners



**PT-32.1 - Computation of MILLAGE RATE ROLLBACK AND PERCENTAGE INCREASE IN PROPERTY TAXES - 2019**

<b>COUNTY:</b> CANDLER	<b>TAXING JURISDICTION:</b> HOSPITAL
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ENTER VALUES AND MILLAGE RATES FOR THE APPLICABLE TAX YEARS IN YELLOW HIGHLIGHTED BOXES BELOW

DESCRIPTION	2018 DIGEST	REASSESSMENT OF EXISTING REAL PROP	OTHER CHANGES TO TAXABLE DIGEST	2019 DIGEST
REAL	238,305,823	8,271,206	18,034,076	264,611,105
PERSONAL	62,780,092		508,161	63,288,253
MOTOR VEHICLES	6,415,470		(1,065,810)	5,349,660
MOBILE HOMES	2,158,231		(40,582)	2,117,649
TIMBER -100%	4,421,067		(979,788)	3,441,279
HEAVY DUTY EQUIP	385,686		(150,229)	235,457
GROSS DIGEST	314,466,369	8,271,206	16,305,828	339,043,403
EXEMPTIONS	49,834,463		12,175,257	62,009,720
NET DIGEST	264,631,906	8,271,206	4,130,571	277,033,683
	<b>(PYD)</b>	<b>(RVA)</b>	<b>(NAG)</b>	<b>(CYD)</b>

<b>2018 MILLAGE RATE:</b> 1.000	<b>2019 MILLAGE RATE:</b> 1.000
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**CALCULATION OF ROLLBACK RATE**

DESCRIPTION	ABBREVIATION	AMOUNT	FORMULA
2018 Net Digest	PYD	264,631,906	
Net Value Added-Reassessment of Existing Real Property	RVA	8,271,206	
Other Net Changes to Taxable Digest	NAG	4,130,571	
2019 Net Digest	CYD	277,033,683	(PYD+RVA+NAG)
2018 Millage Rate	PYM	1.000	PYM
Millage Equivalent of Reassessed Value Added	ME	0.030	(RVA/CYD) * PYM
Rollback Millage Rate for 2019	<b>RR - ROLLBACK RATE</b>	<b>0.970</b>	PYM - ME

**CALCULATION OF PERCENTAGE INCREASE IN PROPERTY TAXES**

If the 2019 Proposed Millage Rate for this Taxing Jurisdiction exceeds Rollback Millage Rate computed above, this section will automatically calculate the amount of increase in property taxes that is part of the notice required in O.C.G.A. § 48-5-32.1(c) (2)	Rollback Millage Rate	0.970
	2019 Millage Rate	1.000
	<b>Percentage Tax Increase</b>	<b>3.09%</b>

**CERTIFICATIONS**

I hereby certify that the amount indicated above is an accurate accounting of the total net assessed value added by the reassessment of existing real property for the tax year for which this rollback millage rate is being computed.

-----  
 Chairman, Board of Tax Assessors Date

I hereby certify that the values shown above are an accurate representation of the digest values and exemption amounts for the applicable tax years.

-----  
 Tax Collector or Tax Commissioner Date

I hereby certify that the above is a true and correct computation of the rollback millage rate in accordance with O.C.G.A. § 48-5-32.1 for the taxing jurisdiction for tax year 2019 and that the final millage rate set by the authority of this taxing jurisdiction for tax year 2019 is \_\_\_\_\_

**CHECK THE APPROPRIATE PARAGRAPH BELOW THAT APPLIES TO THIS TAXING JURISDICTION**

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 exceeds the rollback rate, I certify that the required advertisements, notices, and public hearings have been conducted in accordance with O.C.G.A. §§ 48-5-32 and 48-5-32.1 as evidenced by the attached copies of the published "five year history and current digest" advertisement and the "Notice of Intent to Increase Taxes" showing the times and places when and where the required public hearings were held, and a copy of the press release provided to the local media.

If the final millage rate set by the authority of the taxing jurisdiction for tax year 2019 does not exceed the rollback rate, I certify that the required "five year history and current digest" advertisement has been published in accordance with O.C.G.A. § 48-5-32 as evidenced by the attached copy of such advertised report.

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 Responsible Party Title Date

## Exhibit B

**STATE OF GEORGIA**

**COUNTY OF CANDLER**

**AMENDMENT TO ALCOHOLIC BEVERAGES ORDINANCE FOR THE  
UNINCORPORATED AREAS OF CANDLER COUNTY, GEORGIA**

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

WHEREAS, pursuant to, *inter alia*, O.C.G.A. §§ 3-3-2(a); 3-5-40 *et seq.*: 3-6-40 *et seq.*; and 3-11-2 *et seq.*: Candler County has the discretionary authority to regulate the granting, refusal, suspension or revocation of alcoholic beverage licenses;

WHEREAS, in order to more effectively regulate such licensing activity, the Board of Commissioners desires to amend the existing alcoholic beverage code and create a new category of alcoholic beverage license in addition to the licenses already created;

NOW THEREFORE, be it resolved by the Candler County Board of Commissioners that Chapter 6 of the Candler County Code of Ordinances, entitled "Alcoholic Beverages", is hereby amended to include the following:

ARTICLE IX

TEMPORARY SPECIAL EVENT LICENSE

SECTION 1: TYPES OF TEMPORARY SPECIAL EVENT LICENSES

A. There are hereby created two (2) types of temporary alcohol licenses:

one for non-profit organizations and one for other special events and festivals.

- B. A temporary general special event alcohol license (other than nonprofit) may be issued to any person, firm or corporation for an approved special event or festival. The person, firm or corporation must make an application and pay the fee required by this amendment and shall be required to comply with all applicable general provisions of this amendment and the licensing regulations for consumption on the subject premises. For profit businesses that possess a valid Candler County issued alcohol license to sell alcohol for consumption on the premises, may make an application with the County Commission for a temporary special event license. Applicant may be exempted from certain ordinance regulations and application requirements if the County Commission, after consultation with the County Sheriff, determines that such exemption will not violate the purposes of this amendment.
- C. Nonprofit civic organizations desiring to sell, provide, or allow alcoholic beverages at a special event may apply for and submit the completed forms furnished by the Commissioner of the Georgia Department of Revenue authorizing the organization to sell, distribute, or allow alcoholic beverages for consumption only on the premises, or to sell wine in sealed containers, at retail or auction, or a combination thereof, for a period not to exceed 2 days, which cannot include any Sunday or Christmas day, and subject to the rules and regulations of the

Georgia Department of Revenue. Any local nonprofit organization in Candler County must have been established for one year or more prior to the date of application for a special event alcohol license. If a statewide or national nonprofit organization is the applicant for such a license, it must have been established in the State of Georgia for one year or more prior to the date of application.

## SECTION 2: APPLICATION, INVESTIGATION, ISSUANCE

### A. NON-PROFIT ORGANIZATIONS.

- (1) Applications for special event permits must be in writing signed under oath on forms provided by the Candler County Commission along with proof of state issued alcohol license, at least sixty (60) days prior to the date of the scheduled special event. Application forms shall be available in the County Commissioners' office.
- (2) The application for the event shall include: the names of all licensees, addresses for all licensees and date, address, time and name of the event. If multiple licensees participate in the event, then multiple copies of a permit shall be issued by Candler County, and it shall be so noted on each copy, signed by the County Administrator and County Clerk.
- (3) Applicant shall furnish a complete set of fingerprints which shall be used to search the files of the state crime information center for any instance of criminal activity during the five years immediately preceding the date of the application.

- (4) As a condition of the issuance of any type of temporary special event license, the applicant shall indemnify and hold Candler County harmless from any claims, demands, or causes of action which may arise from activities associated with the special event.
- (5) There shall be no requirements of food-service, number of seats, or percentage of sales applicable to the sale of food for a special event alcohol license.
- (6) The application for a temporary special event alcohol license shall be considered by the Candler County Commission and County Sheriff, which may approve at their discretion, while considering the safety concerns, the suitability of the event, and compliance with all local, state, and federal regulations. In order for any license to be issued hereunder both the County Commission and County Sheriff must approve the application.
- (7) No licensee is eligible for more than three (3) permits as provided under this amendment per year.
- (8) License shall be in effect for the lesser of forty-eight (48) hours beginning at 12:01 a.m. of the effective date or the termination of the event for which the license is issued.
- (9) No license issued under this amendment shall be transferable or assignable.

**B. FOR PROFIT ORGANIZATIONS.**

- (1) Applications for special event permits must be in writing signed under oath on forms provided by the Candler County Commission and must be received along with the \$500 application fee and proof of state issued alcohol license, at least sixty (60) days prior to the date of the scheduled special event. Application forms shall be available in the County Commissioners' office.
- (2) The application for the event shall include: the names of all licensees, addresses for all licensees and date, address, time and name of the event. If multiple licensees participate in the event, then multiple copies of a permit shall be issued by Candler County, and it shall be so noted on each copy, signed by the County Administrator and County Clerk.
- (3) Applicant shall furnish a complete set of fingerprints which shall be used to search the files of the state crime information center for any instance of criminal activity during the five years immediately preceding the date of the application.
- (4) As a condition of the issuance of any type of temporary special event license, the applicant shall indemnify and hold Candler County harmless from any claims, demands, or causes of action which may arise from activities associated with the special event.
- (5) There shall be no requirements of food-service, number of seats, or percentage of sales applicable to the sale of food for a special

event alcohol license.

- (6) The application for a temporary special event alcohol license shall be considered by the Candler County Commission and County Sheriff, which may approve at their discretion, while considering the safety concerns, the suitability of the event, and compliance with all local, state, and federal regulations. In order for any license to be issued hereunder both the County Commission and County Sheriff must approve the application.
- (7) No licensee is eligible for more than three (3) permits as provided under this amendment per year.
- (8) License shall be in effect for the lesser of forty-eight (48) hours beginning at 12:01 a.m. of the effective date or the termination of the event for which the license is issued.
- (9) No license issued under this amendment shall be transferable or assignable.

### SECTION 3: DENIAL OF APPLICATION FOR NON PROFIT AND FOR PROFIT LICENSE APPLICATIONS

A. Where the County Commission and/or County Sheriff deny the license application, the following procedure shall apply.

- (1) The County Commission shall notify the applicant of the denial in writing, personally or by certified mail to the applicant's address as listed in the application. The notice shall including the following information:

- a. The reason/s for the denial; and
  - b. The effective date of the denial.
- (2) In all instances in which an application is denied, the applicant may not reapply for a license for at least one year from the denial date.

#### SECTION 4: OPERATION FOR NON PROFIT AND FOR PROFIT LICENSES

- A. An original event permit, or copy in cases of multiple licensees, shall be kept in the vehicle transporting alcoholic beverages to the event, and shall be available for inspection at the event during the duration of such event.
- B. Applicants must provide at their own expense an adequate security detail for the event to ensure proper crowd control and to avoid a breach of the public peace. Such security detail shall be comprised of, at least in part of, off duty, post certified law enforcement officers. The security detail personnel must be approved by the County Sheriff.
- C. Applicants must contract with County to provide EMS services in the event medical service are required at the special event. Applicant must prepay actual expenses incurred by the County for providing such coverage.
- D. Notwithstanding the foregoing, alcohol may not be sold between the hours of 12:00 a.m. and 8:00 a.m.
- E. Notwithstanding a provision to the contrary under this amendment, no special event permit will allow for the sale of alcohol on Sundays, Christmas Day or on any day which state law prohibits.



SECTION 5: PROHIBITED ACTIVITIES FOR NON PROFIT AND FOR PROFIT  
LICENSES

- A. A special event licensed to sell alcoholic beverages by the drink for the consumption on the premises is authorized to dispense an alcoholic beverage in a paper or plastic cup, or other container other than a bottle or glass. No container in which an alcoholic beverage is dispensed shall exceed 16 fluid ounces in size.
- B. All alcoholic beverages sold or otherwise dispensed on the premises of the subject event shall be consumed only on the licensed premises, which shall include the inside of the building for the event if held indoors and within the boundaries of the property if held outdoors. It shall be unlawful for any person to remove from the licensed premises alcoholic beverages sold for consumption on the premises. The licensee shall be responsible for ensuring that no person so removes any alcoholic beverage from the premises in any type of container.
- C. Special events shall comply with all applicable statutes/regulations of the federal, state and local law pertaining to the sale and distribution of alcoholic beverages and all zoning and land use regulations.
- D. The County Sheriff or his deputies, may terminate or immediately suspend any special event license if it is determined the special event violates any provision of state or local law including the terms of this amendment or if it is determined that the sale, distribution, or consumption of alcoholic beverages at the event may damage the health, safety or welfare of the public, or violate any federal, state, or local law

or regulation.

- E. License holders shall insure that there is adequate parking for the event. No persons attending the event shall be permitted to park on the right of way of any public road.

**SECTION 7: MISCELLANEOUS**

- A. Should any section or provision of this Ordinance be declared by the courts to be unconstitutional or invalid such decisions shall not affect the validity of the Ordinance as a whole, or any part thereof other than the part declared to be unconstitutional or invalid.
- B. Any and all ordinances or parts of ordinances in conflict with any of the provisions of this ordinance are hereby repealed.
- C. This ordinance shall be in full force and effect upon adoption by the Candler County Board of Commissioners.

Adopted, approved and enacted this 19th day of August, 2019 at the Regular Meeting of the Board of Commissioners of Candler County.

**CANDLER COUNTY BOARD OF COMMISSIONERS**

By:  \_\_\_\_\_  
Glynn Thrift, Chairman

Attest:  \_\_\_\_\_  
Kellie Lank, Clerk





**SERVICE AGREEMENT**

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Contract Number: USC000036632  
Contract Modifier: R10-MAY-19


Date: 18-JUN-2019

Company Name: Candler, County Of  
Attn.:  
Billing Address: 1015 E Hiawatha St  
City, State, Zip Code: Metter, GA 30439  
Customer Contact: Justin Wells  
Phone: 912-685-2568

P.O.#: LARGE CONTRACT  
Customer #: 1036882638  
Bill to Tag#: 0003  
Contract Start Date: 01-JUL-2019  
Contract End Date: 30-JUN-2020  
Payment Cycle: ANNUALLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC0336A	NETWORK PREVENTIVE MAINT-LEVEL 2	\$251.48	\$3,017.78
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	\$407.96	\$4,895.53
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	\$45.22	\$542.52
	SVC01SVC1103C	ASTRO NETWORK MONITORING	\$255.60	\$3,067.18
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$88.38	\$1,060.49
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	\$1,391.96	\$16,703.50
Sub Total			\$2,440.58	\$29,287.00
Taxes			\$0.00	\$0.00
Grand Total			\$2,440.58	\$29,287.00
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

  
AUTHORIZED CUSTOMER SIGNATURE

*Administrator*  
TITLE

8.20.19  
DATE

Bryan Aasheim  
CUSTOMER (PRINT NAME)

*Mark Hollomon*  
MOTOROLA REPRESENTATIVE (SIGNATURE)

CSM  
TITLE

6/20/2019  
DATE

MARK HOLLOWON

MOTOROLA REPRESENTATIVE (PRINT NAME)

PHONE

Company Name : Candler, County Of  
Contract Number : USC000036632  
Contract Modifier : R10-MAY-19  
Contract Start Date : 01-JUL-2019  
Contract End Date : 30-JUN-2020

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. INVOICING AND PAYMENT**

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any

other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.