

BOARD OF COMMISSIONERS OF CANDLER COUNTY, GEORGIA  
AGENDA  
REGULAR MEETING  
5:00 P.M.  
May 20, 2024

1. Call to Order
2. Invocation and *Pledge of Allegiance*
3. Approval of Agenda
4. Citizens wishing to address the Commission – *Citizens will be allowed to address the commission individually for a period of up to 5 minutes.*
5. Application for Commission approval, permit, or variance –
  - a. Radio Jones, LLC (Dennis Jones, Owner) – Application for a variance to the Candler County Telecommunications Tower ordinance, Section 4.3, Setbacks & Separation, on parcel #069 033 for the purpose of installation of a radio tower
6. Approval of Minutes –
  - a. May 6, 2024 1<sup>st</sup> Regular Meeting
7. Old Business
  - a. Discussion regarding the proposed Candler County Zoning Ordinance
  - b. Consideration of a membership proposal from the Regional Industry Support Enterprise (RISE)
8. New Business
  - a. Consideration of an agreement with the Georgia Department of Corrections and the Emanuel County Detention Center for the provision of an inmate work detail for FY25 at a proposed cost of \$49,318
  - b. Consideration of an agreement with CAT/Yancey for periodic maintenance for a 2018 CAT 420F ST Backhoe for 24 months or 2,000 hours at a total cost of \$9,558.07
  - c. Consideration of a proposal from Alpha Lock to replace the door and facility locks at the Metter-Candler Recreation Department
  - d. Consideration of a request from the County Administrator to open an additional checking account at Queensborough National Bank (QNB) for the administration and segregation of the opioid settlement funds
  - e. Consideration of a health coverage and stop-loss proposal from SunLife, Pareto, & Meritan for FY25, with a 13% increase in stop loss premium (\$465,633 total annual premium, \$866,432.88 stop-loss attachment point) and, authorization for the Chairman and County Administrator to execute the documents necessary to the proposal
  - f. Consideration of a proposal from Quality Tire for tire recycling services for FY25, and a proposal from Atlantic Waste to provide tire hauling services for the same period
  - g. Consideration of a request from the City of Metter to utilize the Candler County Public Building Authority to issue revenue bonds for the purpose of constructing the Metter Fire Station
  - h. Request to authorize the increase of the County’s credit cards maximum amount from \$20,000.00 to \$35,0000.00
9. Report from Chairman
10. Report from County Administrator
  - a. HB 581 – Property and Sales Tax Reform (*HR 1022 – Statewide election ballot referendum to pass constitutional amendment required*)
  - b. SB 212 – Elections – Remove Probate Judge Responsibilities
  - c. HB 1407 - Service Delivery Strategy Revisions
  - d. Use of TIA Discretionary funding for specific road/culvert repairs
11. Report from Attorney
12. Reports from Commissioners
13. Executive Session
14. Adjournment

**Board of Commissioners of Candler County**  
**Monday, May 20, 2024**  
**5:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, May 20, 2024, at 5:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Chairman Glyn Thrift presided with Vice-Chairman Blake Hendrix Commissioners Gregory Thomas, Jeff Register and David Robinson in attendance. Also attending were County Administrator Bryan Aasheim, County Attorney Kendall Gross and County Clerk, Kellie Lank. The Metter Advertiser was notified of the meeting but did not have representation present.

The following guests were present at the meeting: Justin Wells, Captain, Candler County Sheriff's Office; Brad Jones, Tre' Ross, Jonathan Williamson, Anne Childs, Tim Spencer, Stacy Whitaker, Alvarado D. Morales, Curtis Barlow, Fronnie Barlow and Dalante Hicks

**Call to Order**

Chairman Thrift called the meeting to order at 5:05 p.m.

**Invocation and Pledge of Allegiance**

Commissioner Thomas delivered the invocation and Chairman Thrift led the *pledge of allegiance*.

**Approval of the Agenda**

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

8. New Business

- e. Consideration of a health coverage and stop-loss proposal from SunLife, Pareto, & Meritain for FY25, with a 13% increase in stop loss premium (\$465,633 total annual premium, \$866,432.88 stop-loss attachment point) and, authorization for the Chairman and County Administrator to execute the documents necessary to the proposal
- f. Consideration of a proposal from Quality Tire for tire recycling services for FY25, and a proposal from Atlantic Waste to provide tire hauling services for the same period
- g. Consideration of a request from the City of Metter to utilize the Candler County Public Building Authority to issue revenue bonds for the purpose of constructing the Metter Fire Station
- h. Consideration of a request from the County Administrator to increase of the County's credit card maximum limit amount from \$20,000.00 to \$35,000.00

Commissioner Thomas made a motion to approve the agenda as amended. Commissioner Robinson provided a second to the motion. The motion carried 5-0.

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

There were no citizens scheduled to address the Commission at this meeting.

### **Application for Commission approval, permit or variance**

#### **a. Radio Jones, LLC (Dennis Jones, Owner) – Application for a variance to the Candler County Telecommunications Tower ordinance, Section 4.3, Setbacks & Separation, on parcel #069 033 for the purpose of installation of a radio tower**

Administrator Aasheim stated that Dennis Jones was unable to attend this meeting to make his request in person. He then requested the Commission table this item.

Commissioner Robinson made a motion to table Radio Jones, LLC (Dennis Jones, Owner) – Application for a variance to the Candler County Telecommunications Tower ordinance, Section 4.3, Setbacks & Separation, on parcel #069 033 for the purpose of installation of a radio tower. Commissioner Thomas provided a second. The motion carried 5-0.

### **Approval of the Minutes**

#### **May 6, 2024 1<sup>st</sup> Regular Meeting**

The May 6, 2024 meeting minutes were incomplete at the time of this meeting. Therefore, Administrator Aasheim requested the Commission table this item.

Commissioner Thomas made a motion to table the May 6, 2024 1<sup>st</sup> Regular Meeting minutes. Commissioner Robinson provided the second. The motion carried 5-0.

### **Old Business**

#### **a. Discussion regarding the proposed Candler County Zoning Ordinance**

Administrator Aasheim updated the Board on the red-lined revisions status he and County Attorney Gross have been making to the Candler County Zoning Ordinance. He anticipated the revisions to the ordinance will be complete in time for the Commissioners to review prior to the June 3<sup>rd</sup> Regular Meeting and at that point the Board will determine how to proceed.

Commissioner Register made a motion to table this item. Commissioner Thomas provided the second. The motion carried 5-0.

#### **b. Consideration of a membership proposal from the Regional Industry Support Enterprise (RISE)**

After a discussion about the pros and cons of paying \$55,000.00 for the membership proposal from the Regional Industry Support Enterprise (RISE), the consensus of the Board was to not accept the proposal.

Commissioner Thomas made a motion not to commit to the \$55,000.00 membership proposal from the Regional Industry Support Enterprise (RISE). Commissioner Robinson provided the second. The motion carried 5-0.

### **New Business**

#### **a. Consideration of an agreement with the Georgia Department of Corrections and the Emanuel County Detention Center for the provision of an inmate work detail for FY25 at a proposed cost of \$49,318**

Administrator Aasheim presented an agreement between the Georgia Department of Corrections, the Emanuel County Detention Center and Candler County for the provision of an inmate work detail for FY2025 at a proposed cost of \$49,318.00. This is no increase from the FY2024 contract. The detail had not been allowed to worked since 2020 due to COVID restrictions. However, since their return to work

in March 2024 under the FY2024 detail work agreement a significant difference has been noticed within the county where they have resumed the detail duties listed within the contract.

Vice-Chairman Hendrix made a motion to enter into an agreement with the Georgia Department of Corrections and the Emanuel County Detention Center for the provision of an inmate work detail for FY25 at a proposed cost of \$49,318.00. Commissioner Thomas provided a second. The motion carried 5-0. (Exhibit A)

**b. Consideration of an agreement with CAT/Yancey for periodic maintenance for a 2018 CAT 420F ST Backhoe for 24 months or 2,000 hours at a total cost of \$9,558.07**

Administrator Aasheim requested the Commissioners consider an agreement with CAT/Yancey for periodic maintenance for a 2018 CAT 420F ST Backhoe for 24 months or 2,000 hours at a total cost of \$9,558.07. This will lock in the costs for two years under this agreement.

Vice-Chairman Hendrix made a motion that the Commission approve this item. Commissioner Register provided a second. The motion carried 5-0. (Exhibit B)

**c. Consideration of a proposal from Alpha Lock to replace the door and facility locks at the Metter- Candler Recreation Department**

Administrator Aasheim requested the Commission remove this item from the agenda as he found an alternative way to replace the door and facility locks at the Metter- Candler Recreation Department under the existing budget.

Commissioner Robinson made a motion to remove the item from the agenda. Vice-Chairman Hendrix provided a second. The motion carried 5-0.

**d. Consideration of a request from the County Administrator to open an additional checking account at Queensborough National Bank (QNB) for the administration and segregation of the opioid settlement funds**

Administrator Aasheim explained the need to separate out opioid settlement funds that are currently deposited into the County general operating account. By law, these restricted funds are to be segregated for opioid related expenses. He then requested the Commission consider his request to open an additional checking account at Queensborough National Bank (QNB) for the administration and segregation of the opioid settlement funds.

Vice-Chairman Hendrix made a motion to authorize the opening of an additional checking account at Queensborough National Bank (QNB) for the administration and segregation of the opioid settlement funds. Commissioner Thomas provided the second. The motion carried 5-0.

**e. Consideration of a health coverage and stop-loss proposal from SunLife, Pareto, & Meritain for FY25, with a 13% increase in stop loss premium (\$465,633 total annual premium, \$866,432.88 stop-loss attachment point) and, authorization for the Chairman and County Administrator to execute the documents necessary to the proposal**

Administrator Aasheim presented documents pertaining to County Health Insurance Coverage. After a discussion of a model Aasheim prepared and presented, Administrator Aasheim recommended the Commission accept the proposal from SunLife, Pareto and Meritain for administration and stop-loss program, to continue with this program, to continue funding it using this model he presented as if the

County's 83 positions are fully staffed, and continue paying on the pro rata basis from the General Fund for each division at 100% to continue to build the reserve in preparation for future rate increases. Commissioner Thomas made a motion to approve the item Consideration of a health coverage and stop-loss proposal from SunLife, Pareto, & Meritain for FY25, with a 13% increase in stop loss premium (\$465,633 total annual premium, \$866,432.88 stop-loss attachment point) and, authorization for the Chairman and County Administrator to execute the documents necessary to the proposal. Commissioner Register provided a second. The motion carried 5-0. (Exhibit C)

**f. Consideration of a proposal from Quality Tire for tire recycling services for FY25, and a proposal from Atlantic Waste to provide tire hauling services for the same period**

Administrator Aasheim presented a proposal from Quality Tire for tire recycling services for FY25, and a proposal from Atlantic Waste to provide tire hauling services for the same period. A discussion of a recent chain of events beginning with Quality Tire's dissatisfaction with the current arrangement. Vice-Chairman Hendrix informed Administrator Aasheim of a company based out of SC that may be another alternative. As a result of this new information, Administrator Aasheim requested the Commission table this item.

Commissioner Robinson made a motion to table this item. Commissioner Thomas provided a second. The motion carried 5-0.

**g. Consideration of a request from the City of Metter to utilize the Candler County Public Building Authority to issue revenue bonds for the purpose of constructing the Metter Fire Station**

Administrator Aasheim presented a signed letter from the City Manager, Carter Crawford, requesting the City of Metter to utilize the Candler County Public Building Authority to issue revenue bonds for the purpose of constructing the Metter Fire Station. Attorney John Pannell recommended the City of Metter take this route. Attorney Gross explained the legalities and non-liability the County would assume.

Commissioner Thomas made a motion, but after further comments from Attorney Gross about the City needing to take action first. Administrator Aasheim confirmed action had not been taken by the City of Metter. Commissioner Thomas rescinded his motion so this item could be placed on the table for future consideration.

Commissioner Robinson made a motion to table the item Consideration of a request from the City of Metter to utilize the Candler County Public Building Authority to issue revenue bonds for the purpose of constructing the Metter Fire Station. Commissioner Register provided a second. The motion carried 5-0.

**h. Request to authorize the increase of the County's credit cards maximum amount from \$20,000.00 to \$35,000.00**

Administrator Aasheim explained the immediate need for the County's credit cards maximum amount from \$20,000.00 to \$35,000.00 due to inflation and the credit cards being maxed out because of recent purchases reaching the \$20,000.00 maximum limit.

Commissioner Thomas made a motion to authorize the increase of the County's credit cards maximum amount from \$20,000.00 to \$35,000.00. Vice-Chairman Hendrix provided the second. The motion carried 5-0.

### **Report from Chairman**

Chairman Thrift had nothing to report at this meeting.

### **Report from County Administrator**

Administrator Aasheim reported on the following items:

- HB 581 – Property and Sales Tax Reform (*HR 1022 – Statewide election ballot referendum to pass constitutional amendment required*)
- SB 212 – Elections – Remove Probate Judge Responsibilities
- HB 1407 - Service Delivery Strategy Revisions
- Use of TIA Discretionary funding for specific road/culvert repairs
- Requested guidance regarding the county building cleaning service- Consensus to prepare RFP
- ACCG Property & Liability proposal received will present 1<sup>st</sup> meeting in June
- Informed the Board that Captain Justin Wells will demonstrate the live streaming function on the County's website after the meeting is adjourned.
- Comments made regarding Lytell Street \$300,000.00, Attorney Gross explained the County needs a performance bond for this project.

### **Report from the County Attorney**

Attorney Gross had nothing to report at this meeting.

### **Reports from Commissioners**

**Commissioner Thomas representing Commission District 1**, Commissioner Thomas stated he has had a few calls on regarding the Salem Church Road paving project.

**Commissioner Register representing Commission District 2**, Commissioner Register had nothing to report. However, he wished the two candidates running for District 2 seat good luck in tomorrow's election. He then thanked the Board for their trust and faith in him to serve as the interim commission representative for District 2.

**Commissioner Robinson representing Commission District 3**, Commissioner Robinson had nothing to report at this meeting.

**Vice-Chairman Hendrix representing Commissioner District 4**, Vice-Chairman Hendrix requested that Superintendent Lanier send the side mower to Cowart Pond Road to cut the overgrown bushes.

### **Executive Session**

An executive session was not called during this meeting.

### **Adjournment**

Commissioner Register moved to adjourn the meeting at 6:12 p.m. Commissioner Thomas provided the second to the motion. The motion passed 5-0.

---

Maranda K. Lank, Clerk  
Attest

---

Chairman, Glyn Thrift

Exhibit A

**WORK DETAIL AGREEMENT  
BY AND BETWEEN  
GEORGIA DEPARTMENT OF CORRECTIONS  
AND  
CANDLER COUNTY**

THIS AGREEMENT is entered into this 1st day of July 1, 2024, by and between GEORGIA DEPARTMENT OF CORRECTIONS, an agency of the State of Georgia (hereinafter referred to as “Department”), and Candler County, a department, authority, agency or political subdivision of the State of Georgia (“Governmental Entity”).

**WITNESSETH:**

WHEREAS, Department desires to obtain appropriate work for offenders incarcerated at its Emanuel Probation Detention Center (hereafter “Offenders” and “Facility”); and

WHEREAS, Governmental Entity desires to obtain the services of Offender work crews on public works projects in accordance with O.C.G.A. §42-5-60(e).

NOW, THEREFORE, in consideration of these premises and the mutual promises and agreements hereinafter set forth, the parties hereby agree as follows:

1. Term of Agreement. The term of this Agreement shall be from July 1, 2024 through 11:59 p.m. on June 30, 2025 (“Term”). The parties may, by mutual agreement in writing, extend the Agreement for additional time periods.
2. Scope of Services. The Governmental Entity agrees to perform fully and faithfully the services described in Exhibit “A,” attached hereto and incorporated by reference herein (the “Services”). No additional or different services shall be performed unless provided for by an amendment to this Agreement, executed by the parties in the manner provided for herein.
3. Prohibited Contact and Dealings with Offenders.
  - A. Governmental Entity will take all reasonable steps to ensure that its officials, employees, students, and agents refrain from any personal dealings with the Offenders working under this Agreement. Such prohibited conduct includes, but is not limited to, giving, receiving, selling, buying, trading, bartering, or exchanging anything of value with Offenders.
  - B. Governmental Entity will take all reasonable steps to ensure that Offenders working under this agreement will have no contact with any unauthorized civilians.
  - C. In the event that Governmental Entity is a school or school system, Governmental Entity will take all reasonable steps to ensure that Offenders working under this Agreement will have no contact with any student of Governmental Entity's school system.
  - D. Governmental Entity will take all reasonable steps to ensure that no gun or other weapon, intoxicating liquor, any drug of any type, any cellular telephone or communications device of any type, or contraband item specified by Department, is made available by its officials, employees, students, and agents to any Offender working under this Agreement on any





9. Governing Law. This Agreement is executed in the State of Georgia, and all matters pertaining to the validity, construction, interpretation and effect of this Agreement shall be governed by the laws of the State of Georgia. Any lawsuit or other action brought against the Department and the State based upon or arising from the Contract shall be brought in the Superior Court of Fulton County Georgia.
10. Drug – Free Workplace. Governmental Entity will provide a drug-free workplace for the Offenders who are working under this Agreement.
11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which shall constitute one agreement. No party shall be bound by this Agreement until all parties have executed it.
12. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties hereto and replaces, cancels and supersedes any prior agreements and understandings relating to the subject matter hereof; and all prior representations, agreements, understandings and undertakings between the parties hereto with respect to the subject matter hereof are merged herein.

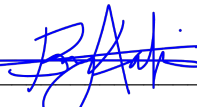
IN WITNESS WHEREOF, the parties have caused the authorized representatives of each to execute this Agreement on the day and year first above written.

GEORGIA DEPARTMENT OF  
CORRECTIONS:

By: \_\_\_\_\_  
Jennifer Ammons  
General Counsel

Date: \_\_\_\_\_

GOVERNMENTAL ENTITY:

By:  \_\_\_\_\_

Print Name: Bryan Aasheim

Title: County Administrator

Date: 5-21-2024

FACILITY WARDEN/SUPERINTENDENT

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### Governmental Entity Provides Vehicle

The Parties hereby agree to the following:

- A. **Delivery of Services:** Department agrees to provide Governmental Entity with one (1) Offender work details. Each work detail provided will have a maximum of ten (10) Offenders (“Work Detail”) as well as one (1) full-time correctional officer (“Correctional Officer”). The Work Detail will perform labor on public works projects described in an attachment hereto or as communicated to Department from time to time in the manner provided herein (the “Work”). Department shall have the right and responsibility to control the time and manner of executing the Work through the Correctional Officer that is assigned to supervise Work Detail. For purposes of this paragraph, the Correctional Officer shall be acting as an agent of Governmental Entity. Governmental Entity shall also have the right and responsibility to direct the Correctional Officer concerning the Work. Governmental Entity acknowledges and agrees that the Work shall not include Offender labor that benefits private persons or corporations. The Department’s delivery of services may, at the sole discretion of the Department, be suspended due to the unavailability of offenders, offender or officer illness, or any other cause. In the event the Department suspends the delivery of services, the Governmental Entity will not be charged for the time of suspension.
  
- B. **Vehicles, Equipment and Supplies.** Governmental Entity agrees to supply vehicles suitable for transporting Work Detail to and from the location or locations of the Work. Governmental Entity agrees that the vehicle(s) supplied shall be caged and equipped for transporting offenders in a secured manner to and from the location or locations of the Work. The Correctional Officer shall be responsible for transporting the Work Detail to and from the location or locations of the Work in the vehicles provided by Governmental Entity. In performing such transportation services, Correctional Officer shall be acting as an agent for Governmental Entity. Government Entity is responsible for ensuring that each vehicle used for transporting Work Details is equipped with a mobile radio which complies with federal law, specifically Federal Communications Commission (“FCC”) Order 04-292. The mobile radio equipment will be high power, with appropriate antennae for maximum output and range of coverage. On December 20, 2004, the Federal Communications Commission (FCC) issued Order No. 04-292, which requires all state and local law enforcement agencies using below 512-megahertz mobile radio equipment to begin using 12.5 kilohertz Narrowband Mobile Communications radios by January 1, 2013. Governmental Entity further agrees to obtain an appropriate automobile liability insurance policy which will provide insurance coverage for the correctional officer’s use and operation of the vehicle discussed in this paragraph. Governmental

Entity agrees to provide Department with appropriate proof of automobile liability insurance for said vehicle within thirty (30) days of the commencement of this Agreement. Governmental Entity shall also supply all necessary tools, equipment and supplies for the performance of the Work, including all safety gear and any necessary protective clothing. Small quantities of gasoline shall be dispensed, stored and carried only in containers approved for this purpose by the National Fire Protection Association. Governmental Entity agrees to assume full responsibility for the condition, maintenance, damage or loss of any tools, equipment or supplies provided hereunder.

- C. Compensation. Governmental Entity agrees to pay Department the sum of Forty-Nine Thousand Three Hundred and Eighteen Dollars (\$49,318.00) per year for the Term of this Agreement. Governmental Entity acknowledges that the foregoing sum is commensurate with labor supplied, salary, and benefits for Correctional Officer assigned to the Work Detail. This amount does not include overtime provided by Correctional Officer in performing the Work. Governmental Entity expressly agrees to pay Department for any overtime provided by Correctional Officer at an overtime rate of one and one half (1½) times Correctional Officer's hourly rate. Work Detail will be provided four (4) days per week for the Term of this Agreement, with the exception of state and federal holidays and up to fifteen (15) additional days due to annual leave, sick leave, mandatory training days for the correctional officer, periods of inclement weather, and facility emergencies, such as offender disturbances and medical quarantine (collectively "Off Days"). Days in which the Governor closes State Offices or substantially delays State Offices' opening (Governor Days) in the county in which the Work Detail is to perform or is in which Offenders are housed, are excluded from "Off Days", and shall not count against the Department as an "Off Day". For each day in excess of the Off Days, excluding "Governor Days" that the Work Detail is not provided during the Term, compensation due to Department shall be reduced by Two Hundred Thirty-Seven Dollars and Ten Cents (\$237.10) per detail. Where possible, Department will give advance notice to Governmental Entity of Off Days and will provide Governmental Entity with an explanation of the reason for any Off Days on Department's monthly invoice, which invoice is due and payable Thirty (30) days from receipt by Governmental Entity. Any credits due Governmental Entity shall be noted by Department on this invoice. Work Detail will be provided for ten (10) hours per day, including time for transportation and supervision of Work Detail exiting and re-entering Facility.



# PM AGREEMENT

PARTS, FLUIDS, LABOR & TRAVEL

## YANCEY BROS. CO. PREVENTATIVE MAINTENANCE AGREEMENT

CUSTOMER ACCOUNT NAME: Candler County Boc CUSTOMER NO: 802917 QUOTE NO: 30532  
 PM CONTACT (NAME, EMAIL & PHONE):  QUOTE DATE: 5/8/2024

Model	Serial	Starting Hours	Agreement Length (Month/Hours)	Service Hr Intervals	Total Pre-Paid Price	Cost Per Hour Price*	Pay Per Service Price*
420F ST	SKR	2,000	24   2,000	500	\$9,558.87	\$4.78	See accompanying service price list

\* The cost per hour pricing and pay per service pricing set forth in this agreement may be subject to periodic adjustment during the term of the agreement to account for cost increases, as detailed in the terms and conditions (see reverse side).

YANCEY RESPONSIBILITIES
Parts, Fluids, Labor & Travel Included To service oil compartments at recommended oil OMM intervals
Track And Schedule P.M. Services
Visual Walk-Around Inspection With Machine-Specific Checklist
Check All Fluid Levels All Compartments, Top Off. Three (3) gallons included
Change Oil And Filters In Accordance With Mfg. Lubrication & Maintenance Guide
Perform Scheduled Oil Sampling (SOS) All Compartments
Change Primary/Secondary Air Filter @ 1000 Hours
Change Fuel Filters / Water Separator
Grease Entire Machine
Dispose Of Used Oil And Used Filters
Change Air Conditioning Filters As Needed For An Additional Charge
Personal Consultaion On Abnormal Oil Samples And Problems Detected Or Checklist
Maintain Records Of All PM Service History

CUSTOMER RESPONSIBILITIES
Install a Telematics System, Product Link or Equivalent
Grease Machine and Check Oil Levels Daily Top off as necessary with fluids meeting OEM
Perform 10, 50, 100 and 250 Hour Maintenance As outlined in the lubrication and maintenance manual
Perform All Cooling System Maintenance As Required By Lubrication And Maintenance Manual
Make Machine Available For PM Service Upon Arrival Of PM Technician, in a safe environment
Machine must be located in the state of Georgia
Maintain a Working Product Link system if installed

**Condition Monitoring service is included with Yancey's premium PM agreements**

- Our C.M. analyst will manage the following fleet services:
- Track hours and schedule services in advance and on time
  - Ensure the correct PM service level is performed
  - Monitor health & utilization by sending event reports daily and providing monthly reports

**Terms of Agreement:** This agreement is subject to all Yancey Bros. Co. ("Yancey") standard terms and conditions set forth on the reverse side.

CUSTOMER INITIALS: PS

## **THIS AGREEMENT IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### **1. BILLING:**

- If customer elects pre-paid billing, Yancey will generate an invoice up front for the entire agreement term for each serial number at the applicable pre-paid price.
- If customer elects cost per hour billing, Yancey will generate an invoice each month for each serial number for the previous billing period hourly usage at the applicable cost per hour price (i.e., usage hours multiplied by applicable cost per hour rate).
- If customer elects pay per service billing, Yancey will generate an invoice for each service for each serial number at the time of the service at the applicable pay per service price.

### **2. PRICE ADJUSTMENTS:** The cost per hour pricing and pay per service pricing set forth in this agreement are guaranteed for a period of six months from the agreement start date. Upon each six-month anniversary of the agreement start date during the agreement term (including any renewal term), Yancey may, at its option, increase the cost per hour pricing and pay per service pricing then in effect under this agreement by the percentage increase in U.S. Bureau of Labor Producer Price Index WPUFD42 (PPI Commodity data for Final demand, not seasonally adjusted) (the "PPI") over the immediately preceding six-month period, provided that the PPI increased by at least two percent over such six-month period.

### **3. EXCLUSIONS:** This agreement does not include any of the following:

- Any repairs other than Preventative Maintenance as outlined in the respective equipment manufacturer's lubrication and maintenance guide
- Routine adjustments like adjusting engine valve
- Replacement cab filters, hoses, clamps, bulbs, nuts, bolts, etc.
- Replacement filters such as engine air or fuel filters outside of the normal scheduled interval (250 and 500 hour interval PM services do not include engine air filter replacement)
- Replacement Tier 4 type machine diesel particulate filter and components

### **4. WARRANTY INFORMATION:** Yancey warrants the work performed to be free from defects in material and workmanship for a period of ninety days. Yancey's obligation under this warranty shall be limited to the repair or replacement at Yancey's premises of those new parts previously installed or labor previously performed demonstrated to be defective. Substandard repair work may be performed upon request of customer and according to customer's instructions, but such work will carry absolutely no warranty whatsoever. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, BY YANCEY WITH RESPECT TO ANY WORK PERFORMED HEREUNDER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THE LIMITED WARRANTY REMEDY EXPRESSLY SET FORTH HEREIN SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND YANCEY'S SOLE AND EXCLUSIVE LIABILITY, ARISING OUT OF OR RELATING TO ANY WORK PERFORMED HEREUNDER. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO PROMISE, WARRANTY, REPRESENTATION, OR AGREEMENT OF ANY KIND OR NATURE, WRITTEN OR ORAL, HAS BEEN MADE BY YANCEY AT VARIANCE WITH OR IN ADDITION TO THE LIMITED WARRANTY EXPRESSLY SET FORTH HEREIN.

### **5. LIMITATION OF LIABILITY:** CUSTOMER ACKNOWLEDGES AND AGREES THAT YANCEY'S RESPONSIBILITIES UNDER THIS AGREEMENT ARE LIMITED TO THE PROVISION OF THE GOODS AND/OR SERVICES SPECIFICALLY OUTLINED HEREIN AND THAT YANCEY DOES NOT GUARANTEE THE DETECTION OR REPLACEMENT OF WORN OUT, DEFECTIVE, OR MALFUNCTIONING PARTS. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL YANCEY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND OR NATURE (INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF ANTICIPATED PROFITS, LOSS OF TIME, OR OTHER ECONOMIC LOSS OR ANY INJURY TO PERSON OR PROPERTY) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE FURNISHING, FUNCTIONING, OR USE OF ANY GOODS OR SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THEORY OF LIABILITY AND REGARDLESS OF WHETHER YANCEY HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

### **6. AUTOMATIC RENEWAL:** This agreement shall automatically renew for successive periods of two years each (each, a renewal term) unless and until either party cancels the agreement. If customer previously elected pre-paid billing, upon renewal the agreement will convert to pay per service billing at the applicable pay per service pricing in effect as of the renewal date, unless customer again elects pre-paid billing or otherwise elects a different billing option. If customer previously elected cost per hour billing or pay per service billing, upon renewal the agreement will continue with the same billing method at the applicable pricing in effect as of the renewal date.

### **7. CANCELLATION:** This agreement can be canceled at any time by either party by providing written notice of cancellation (email is sufficient) to the other party. In the event of early cancellation, the account will be reconciled, and any charges due Yancey will be payable in full at that time and any credits due to the customer will be due to the customer at that time.

### **8. APPLICABLE LAW:** This agreement shall be deemed to be governed by the laws of the State of Georgia.

### **9. TELEMATICS:** To the extent that the customer's machine is equipped with Product Link%u2122, customer understands that data concerning the machine, its condition, and its operation is being transmitted by Product Link%u2122 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 recognizes and respects customer privacy. Customer agrees to allow this data to be accessed by Caterpillar and/or its dealers. Any e-mail addresses obtained as part of this agreement by Yancey will remain the private property of Yancey.

### **10. FORCE MAJEURE:** No party to this agreement shall be held responsible for delays or failure in performance resulting from an act beyond that party's 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 Signature: \_\_\_\_\_



Date: \_\_\_\_\_

5/21/24

Yancey Bros. Co. Signature: \_\_\_\_\_

Date: \_\_\_\_\_





Quote Collection ID:30532  
Quote ID:39470

5/8/2024

Make Caterpillar	Model 420F ST	Serial Number or Range SKR00001 - SKR99999	Start Hours 2000
Travel Zone 26 - 50 miles	Service Interval 500 Hours	Agreement Term 24 Months	Agreement Usage 2,000 Hours

Quote Detail

Additional Charges

	Pricing	Discount	Additional Charges	Total	Description	Cost For
<b>Initial Service</b> 2,000 hours / 0 months	\$0.00	\$0.00	\$0.00	\$0.00	Travel Zone Charge	\$384.00 All
<b>A Service</b> 2,500 hours / 6 months	\$1,171.18	\$0.00	\$474.00	\$1,645.18	Environmental Charge	\$25.00 All
<b>B Service</b> 3,000 hours / 12 months	\$2,474.59	\$0.00	\$474.00	\$2,948.59	Top Off Fluids	\$40.00 All
<b>C Service</b> 3,500 hours / 18 months	\$1,171.18	\$0.00	\$556.26	\$1,727.44	Technology Fee	\$25.00 All
<b>D Service</b> 4,000 hours / 24 months	\$2,609.49	\$0.00	\$628.17	\$3,237.66		

Cost Per Hour

**\$4.78**

Pre-paid Price

**\$9,558.87**



**STOP-LOSS**  
**Expertise**

**Renewal proposal created for**  
Candler County Board of Commissioners

Presented by Carolyn McGuire

o

[Carolyn.Mcguire@sunlife.com](mailto:Carolyn.Mcguire@sunlife.com)





**Renewal options**

**To accept the renewal proposal, please do the following:**

- At the bottom of this page, select a renewal option and sign where indicated.
- Email, fax, or mail this page to me by June 1, 2024, in order to avoid a lapse in coverage.

Policyholder name: Candler County Board of Commissioners  
 Policyholder Address: 1075 E HIAWATHA ST STE A  
 METTER, GA 30439  
 Situs State: GA  
 Renewal Eff. Date: July 1, 2024

Account number: 947024  
 Renewal status: Open  
 TPA Name: MERITAIN HEALTH  
 PPO Name: Aetna Choice POS II (ASO, Meritain)

**Current and renewal rate summary**

Tier	Employees
Employee only	68
Employee plus one dependent	0
Family	1
<b>Total</b>	<b>69</b>

**Specific Stop-Loss policy details and renewal options**

Plan thresholds	Current	Renewal option 1
Individual Specific deductible	\$50,000	\$50,000
Aggregating Specific deductible	None	None
Annual maximum	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited
Specific rates	Current	Renewal option 1
Claims basis	12/18	12/18
Gapless Renewal		Included
Benefits covered	Medical and Rx	Medical and Rx
Employee only	\$471.14	\$532.39
Employee plus one dependent	\$843.19	\$952.80
Family	\$1,244.72	\$1,406.53
<b>Total monthly premium</b>	<b>\$33,282.24</b>	<b>\$37,609.05</b>
Renewal rate action as a % increase to current monthly premium		13.0%

**Aggregate Stop-Loss policy details and renewal options**

Aggregate rates	Current	Renewal option 1
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000
Per employee per month rate	\$15.48	\$17.30
<b>Total monthly premium</b>	<b>\$1,068.12</b>	<b>\$1,193.70</b>
Renewal rate action as a % increase to current monthly premium		11.8%

**Aggregate thresholds and rates**

	Current	Renewal option 1
Claims basis	12/18	12/18
Benefits covered	Medical and Rx	Medical and Rx
Corridor	125%	125%
Minimum Attachment Point %	90%	90%
<b>Employee only Aggregate deductible factor</b>	<b>\$1,015.51</b>	<b>\$1,015.51</b>
- Medical	\$782.71	\$782.71
- Rx Drug	\$232.80	\$232.80
<b>Employee plus one dependent Aggregate deductible factor</b>	<b>\$2,132.55</b>	<b>\$2,132.55</b>
- Medical	\$1,643.69	\$1,643.69
- Rx Drug	\$488.86	\$488.86
<b>Family Aggregate deductible factor</b>	<b>\$3,148.06</b>	<b>\$3,148.06</b>
- Medical	\$2,426.40	\$2,426.40
- Rx Drug	\$721.66	\$721.66
<b>Minimum Attachment Point</b>	<b>\$64,982.47</b>	<b>\$64,982.47</b>
<b>Estimated monthly renewal liability</b>	<b>\$72,202.74</b>	<b>\$72,202.74</b>
Renewal rate action as a % increase to current monthly aggregate deductible factors.		0.0%

**Total estimated annual plan costs**

Total costs	Current	Renewal option 1
Total annual premium	\$412,204.32	\$465,633.00
Annual Aggregate Attachment Point	866,432.88	866,432.88
<b>Total estimated self-funded plan costs</b>	<b>\$1,278,637.20</b>	<b>\$1,332,065.88</b>
Renewal rate action as a % increase to total estimated annual plan cost.		4.2%

Select renewal option	<b>option #1</b>
-----------------------	------------------

Please indicate the renewal option you have selected by initialing one of the three boxes above. The premium rates agreed upon as part of the renewal will be effective on the Policy Renewal Effective Date. Your signature on the renewal proposal constitutes your acceptance of the terms, conditions, assumptions and contingencies set forth in it.

Please acknowledge your acceptance of the renewal proposal, which includes all pages of the proposal, by signing below and returning the signed page to Carolyn McGuire.

Policyholder Signature:	Date: <b>5-21-2024</b>
Printed Name: <b>Bryan Aasheim</b>	Printed Title: <b>County Administrator</b>

# Renewal options, continued

May 9, 2024

Policyholder name: Candler County Board of Commissioners  
Account number: 947024  
Renewal status: Open  
Renewal Eff. Date: July 1, 2024

## Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **Mirroring Endorsement**  
This option is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Advance Funding option**  
This option enhances the cash flow of your self-funded plan by advancing the stop-loss funds to you or your administrator up front, before you pay the provider.
- **Electronic Funds Transfer (EFT)**  
EFT is faster than getting your reimbursement by mail, as well as more convenient and easily trackable.
- **Rx Standard Service**  
With this service, once your prescription-drug claims reporting is received, Sun Life will combine the prescription-drug claims data with any medical claims data we have received at an individual-covered-person level to determine total eligible expenses. Based upon the information provided, your PBM vendor is Magellan Rx. You remain responsible for ensuring that prescription drug claims are submitted to us, either by you or by someone acting on your behalf.

Programs:

- **SunElite™ medical document review service**  
SunElite is a medical plan document review service for Sun Life Stop-Loss clients. Your custom SunElite report will analyze the plan's cost-containment, federal law compliance and discretionary authority.
- **SunResources<sup>+</sup> preferred network program**  
SunResources is our preferred cost-containment vendor program. On a voluntary basis, Sun Life clients gain access to an extensive network of cost-containment vendors that have gone through a rigorous vetting process to ensure quality service and performance. SunResources can help lower costs both before and after a catastrophic claim occurs.

The following are not included in your policy:

- **Clinical Trials option**
- **Retiree coverage**
- **Terminal Liability option**
- **Experience Rating Refund**

## Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

## Specific Benefit Stop-Loss renewal acceptance

Acceptance of your Specific Benefit Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$25,000 with diagnosis/prognosis for the period of July 1, 2023, through January 31, 2024, with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses incurred outside the Policy Year parameters.

## Aggregate Benefit Stop-Loss

- **Features**  
Monthly Aggregate Accommodation is included.  
Terminal Liability option is not included.

## Minimum Attachment Points

Renewal Option 1

\$779,789.59

- **Aggregate Stop-Loss renewal acceptance**  
Renewal acceptance of Aggregate Benefit coverage by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of monthly claims and lives, by line of coverage, for the period

# Renewal options, continued

May 9, 2024

Policyholder name: Candler County Board of Commissioners  
Account number: 947024  
Renewal status: Open  
Renewal Eff. Date: July 1, 2024

of July 1, 2023, through January 31, 2024. Upon review of that information, we reserve the right to recalculate the Aggregate Benefit Attachment Point.

## General coverage

- **Captive coverage**  
Any Stop Loss policy issued to a policyholder that is part of a captive program, is excluded from any and all Sun Life incentive, bonus or override programs.
- **Affordable Care Act accommodations**  
This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. It is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Proposal for Candler County Board of Commissioners  
GSI OF-2551, SLPC 24342 05/21 (exp. 05/23)

## Disclosures

1. Sun Life book of business data through March 2020.
2. For complete financial ratings, visit [www.sunlife.com/financialratings](http://www.sunlife.com/financialratings).
3. Sun Life renewal statistics data from 2018 to 2020.
4. Health Research Institute Medical Trend "Behind The Numbers" report 2021.

### **Producer licensing**

All Sun Life companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sales or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by email, by fax, or otherwise.

### **Producer compensation**

We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from Sun Life companies. All Sun Life companies may pay the selling broker, agency, or third party administrator for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business.

For New York situs business, we may pay reduced compensation where fewer services are offered and increased compensation where more services are provided. Producers must comply with the specific compensation disclosure requirements of New York Regulation 194.

### **Plan and rates**

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

### **Sun Life Companies**

The Sun Life group of companies operates under the "Sun Life" name. In the United States and elsewhere, insurance products are offered by members of the Sun Life group of companies that are insurance companies.

Currently, group underwriting companies include Sun Life and Health Insurance Company (U.S.) and Sun Life Assurance Company of Canada. Sun Life Inc., the publicly traded holding company for the Sun Life group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group stop-loss insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 07-SL REV 7-12. In New York, group stop-loss insurance policies are underwritten by Sun Life and Health Insurance Company (U.S.) (Lansing, MI) under Policy Form Series 07-NYSL REV 7-12. Product offerings may not be available in all states and may vary depending on state laws and regulations.

### **Stop-Loss information**

The following services are not insurance and carry a separate charge included with the price of coverage: Clinical 360, owned by Sun Life; SunElite™, owned by Sun Life with services provided by The Phia Group, LLC.

### **Information**

Issuance of a Stop Loss policy is dependent upon meeting underwriting guidelines and participation requirements.



**If you have any questions or to learn more, contact your Sun Life Stop-Loss Specialist.**

© 2021 Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481. All rights reserved. Sun Life and the globe symbol are registered trademarks of Sun Life Assurance Company of Canada. Visit us at [www.sunlife.com/us](http://www.sunlife.com/us)