

**Board of Commissioners of Candler County**  
**Regular Meeting**  
**September 10, 2018**  
**6:00 p.m.**

The Board of Commissioners of Candler County met for the regular monthly meeting on Monday, September 10, 2018, at 6:00 p.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. Those attending the meeting were Candler County Chairman, Glyn Thrift; Candler County Commissioners Donny Wells, Wayne Culbertson and David Robinson; Candler County Administrator, Bryan Aasheim; Candler County Deputy Clerk, Clara Frink; Candler County Attorney, Kendall Gross; Candler County Tax Assessor, Marian Grier; Candler County Coroner, Allen Tyler; Candler County Sheriff, John Miles. Other guests attending the meeting included Linda Davis and the Metter Advertiser representative, Jerri Goodman. Candler County Vice-Chairman, Brad Jones and Candler County Clerk, Maranda K. Lank were unable to attend this meeting.

**Call To Order**

Chairman Thrift called the meeting to order at 6:00 p.m.

**Invocation and Pledge of Allegiance**

President of the Senior 4-H Program, Daniel Meade, delivered the invocation and led the *Pledge of Allegiance*.

**Amendment to the Agenda**

Commissioner Wells made a motion seconded by Commissioner Robinson to amend the agenda to include the items below. The motion passed unanimously.

5. b.) Presentation of the Ariel GIS Proposals

5. e.) Ratification of the SDS Agreement at the Department of Community Affairs request

6.b.) Remove 6.b from the agenda

6.d.) Add County Jail Fund Account

**Approval of the Minutes**

Commissioner Wells made a motion seconded by Commissioner Robinson to table the minutes. The motion passed unanimously.

**Financial Report**

Mr. Aasheim presented the financial report. All bank accounts balanced except the Payroll Account due to late receipt of the bank statement when the report was prepared. However, that account was balanced prior to the meeting. The Hospital Loan balance for Note 1 - \$27,150, and for Note 2 \$2,392,424. 2018 SPLOST receipts in July of \$110,246.13 and August \$114,954.34. TIA-SPLOST (not in packets) Region 9 distributed in July \$647,000; Candler County received \$20,490 of discretionary funds from the July distribution. 2018 SPLOST distributions to date total \$429,252.56. Of the total amount \$85,851.00, 20% is allocated to Hospital Loan debt. Budgeted versus Actual should be at 17% expended. A large 204.59% overage in 100-9000 was due to the transferring of \$145,000 from the general fund into the Special Services District. EMA budget is also over, but will be corrected during the audit process. Awaiting SSD funds coming from the Insurance Premium tax in mid-October.

**Old Business****County Retirement Plan – 401 (a) Proposal**

Mr. Aasheim recommended the Board consider the 3% cap on retirement match. After some discussion, the Board agreed the employees should be polled to gather data and this item be revisited in the next meeting.

**Candler County Tax Assessor**

**Vehicle** – The purchase of a new vehicle for the Tax Assessor's Office was tabled.

**Hours of Operation** – Commissioner Culbertson made the motion seconded by Commissioner Wells to keep the Tax Assessor's Office employees at 37.5 hours weekly.

**Mobile Home Inspection Fee** – Reducing the mobile home inspection fee was tabled.

**Fee Abatement** – Marian Grier, Candler County Tax Assessor, requested that the Commissioners review the current abatement process which allows for an indefinite duration on the abatement. She proposed annual abatements which would require the landowner to re-apply each year. Commissioner Wells made the motion seconded by Commissioner Culbertson to make the duration for abatement one year and applicants will reapply annually. The motion passed unanimously with Commissioner Robinson abstaining.

**Consideration of Closing Bucksnot Road**

Mr. Perry S. Turner, the landowner requesting closure, was not present for this meeting. Therefore; no action was taken at this time to pursue the closure of Bucksnot Road.

**2019 LMIG Project Selection**

The FY2019 Program allocation for Candler County is \$426,319.59 and requires a local match of 10% (\$42, 632) for project completion. Roads Superintendent, Jerry Lanier has submitted in conjunction with EMC Engineering, a list of proposed projects. Staff recommended the Stillmore Hwy Project for selection with a total cost of \$697,000.00. Total cost allocated payments will be \$426,319.59 from the LMIG account and \$270,680.41 from the TSPLOST Discretionary funds. Commissioner Robinson made the motion seconded by Commissioner Wells to select Stillmore Hwy as the FY2019 LMIG Project road to be resurfaced. The motion passed unanimously.

**New Business****George William Donaldson – Road Access to Track of Land**

Mr. Donaldson requested access be granted to a track of land. Mr. Gross suggested a dedicated easement for Mr. Donaldson to resolve the land lock situation on Dixon Grove Circle.

**Resolution of the Board of Commissioners of Candler County recognizing the efforts of citizens to clean and restore the Strickland Building.**

This item was removed from the agenda through the amendment process.

**Strickland Building Rental Agreement**

Mr. Aasheim gave a brief history of problems that have occurred from renting the Jack Strickland Building. Recently in August, the Strickland Building was rented for the stated purpose of a child's birthday party on a Saturday evening. When inspected on Sunday, the building and property had significant damage including trash, waste and refuse littering the grounds as well as evidence of alcohol

consumption on premises that is prohibited in the rental agreement. The damages were considered a criminal offense and the renter was arrested. Further, the Strickland Building rentals have an ongoing issue with damage and violations of the rental agreement. To avoid future issues as these, the proposed new rental agreement includes an increase in deposit from \$100 to \$150. The proposed agreement also includes a provision requiring the renter to provide, at their own cost, security personnel in the form of an off-duty deputy or police officer. (See the attached Rental Agreement)

Chairman Thrift made the motion seconded by Commissioner Robinson to adopted the Metter-Candler Recreation Department Strickland Building Rental Contract. The motion passed unanimously.

**Request to Open New Account at Queensborough National Bank for the Purpose of Maintaining 2018 SPLOST – 20% Hospital Debt Restricted Funds and a County Jail Fund**

The 2018 SPLOST referendum was approved in 2017 by a majority of voters and included a provision that 20% of all SPLOST proceeds be taken from the funds collected and dedicated to a Level 2 Countywide project for Hospital Authority debt retirement. Currently, the 2018 SPLOST funds are being held in a single account. Establishing a new account for the 20% restricted funds will allow for better transparency and record keeping. Chairman Thrift made a motion seconded by Commissioner Culbertson to open a two new Accounts at Queensborough National Bank for the Purpose of Maintaining 2018 SPLOST – 20% Hospital Debt Restricted Funds and County Jail Fund. The motion passed unanimously.

**Request to Allocate Certain 2018 SPLOST Funds for the Purchase of Motorola Radios for EMS**

Mr. Aasheim explained the County Commissioners have previously approved utilization of SPLOST funding for the purpose and installation of a Motorola radio system to provide better communication by public safety personal and safer working conditions. The Candler County Sheriff's office went live with the system in August 2018 and are currently testing the new system. They have tentatively scheduled to have all public safety personnel on the new radio system 12/31/2018. Project Lead, Justin Wells, has worked with Statesboro Communications to develop a proposed price quote for EMS of \$76,053.75. Funding for this project was not included in 2018 or 2019 budgets. 2018 SPLOST does not include sufficient funds to purchase 2 ambulances. 2018 SPLOST also does include sufficient funds for 1 ambulance and the proposed radios. Chairman Thrift made a motion seconded by Commissioner Wells to approve the allocation of certain 2018 SPLOST funds for the purchase of Motorola Radios for EMS. The motion passed unanimously.

**Request to Enter into an Agreement between Candler County EMS and Metter Pharmacy to Provide Medical Supplies for EMS Operations**

Mr. Aasheim explained that Candler County EMS has been utilizing Candler County Hospital for pharmacy services. Recent changes at the hospital coupled with historical issues have compelled the County to investigate other options for provision of medical supplies to EMS operations. Candler County EMS needs a consistent and reliable source of medications and supplies to support their operations. Recent instability in hospital management has increased risk. Metter Pharmacy is an alternative provider of needed medical supplies and drugs. After comments from Mr. Gross, Chairman Thrift made a motion seconded by Commissioner Robinson to enter into a contract between Candler County EMS and Metter Pharmacy where Metter pharmacy will provide medical supplies for EMMS operations. The motion passed unanimously. (See attached Metter Pharmacy Contract)

### **County Roads Speed Study – EMC Engineering**

Mr. Dan Chicola with EMC Engineering was present. Mr. Aasheim recommended that the Board review and approve the updated contract from EMC Engineering for the road study to allow use of radar speed enforcement. Currently, the Candler County Sheriff's Office is authorized and certified to utilize radar detection equipment for the enforcement of speed limits on state highways. The Board of Commissioners and the Sheriff's office have proposed to complete the process necessary to certify the Sheriff's office to utilize radar enforcement on Candler County maintained roads. EMC Engineering will provide planning and engineering services to determine the appropriate speed limit for Candler County maintained roadways. As a result, reducing speeding traffic will create a safer road system for the residents and individuals that travel along Candler County roads. Commissioner Culbertson made a motion seconded by Chairman Thrift to review and approve the updated contract from EMC Engineering for the road study. The motion passed unanimously.

### **Canoochee Road Drain Pipe Repair**

This item was tabled.

### **Appointment of Airport Authority Board Members**

After a brief discussion, Commissioner Robinson made a motion seconded by Commissioner Culbertson to reappoint the following members. The motion passed unanimously. Notification will be sent to the City of Metter and City Attorney, Brent Carter.

- Mr. Bill Walden was reappointed to Seat 6 and will hold this seat until the term expires December 31, 2018. He will need to be reappointed again to hold this seat until December 31, 2021.
- Mr. Ralph Clifton was reappointed to Seat 2 and will hold this seat until the term expires December 31, 2019.
- Mr. John Jones Jr. was reappointed to Seat 4 and will hold this seat until the term expires December 31, 2020.

### **Discussion of Hospital Authority Board Terms**

This item will be discussed in executive session.

### **Report from County Administrator**

Mr. Aasheim submitted a written report on the following topics:

- Candler County Magazine
- Allgreen, Polycarts
- 2018 SPLOST Addenda
- Candler County Industrial Authority
- Project Updates
  - 9/11 Monument
  - Industrial Park repairs
  - Courthouse
  - Strickland Building
- Candler County Hospital Authority
- Shared Services Payments
- HB85/HR51 – Proposed Legislation

**Report from County Attorney**

Mr. Gross stated the elevator at the courthouse desperately needs to be repaired. He then mentioned items were received in his office required to pursue a recent road closure request. The Board agreed to move forward with the process for the unnamed road.

**Report from Chairman**

Chairman Thrift had nothing to report within the County.

**Report from Commissioners**

Commissioner Culbertson had nothing to report from District 1.

Vice-Chairman Jones was not present to report on District 2.

Commissioner Robinson had nothing to report from District 3.

Commissioner Wells had nothing to report from District 4.

**Executive Session**

Commissioner Culbertson made the motion to enter an Executive Session at 8:30 p.m. seconded by Commissioner Robinson to discuss personnel and contract negotiation only. The motion passed unanimously.

Commissioner Culbertson made the motion seconded by Commissioner Wells to adjourn the Executive Session and resume with the regular business meeting at 8:59 p.m. Motion carried unanimously.

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

**Action Taken After Executive Session**

No action was taken during the executive session.

**Other Business**


Chairman Thrift made a motion seconded by Commissioner Robinson to give the old #2 ambulance to the Sheriff's Office. The motion passed unanimously.

**Adjournment**

With no further business to discuss, Commissioner Culbertson made a motion at 9:00 p.m. seconded by Commissioner Wells to adjourn the meeting. The motion carried unanimously.

  
 Clara Frink, Deputy Clerk

Attest

  
 Chairman Glyn Thrift

**Metter-Candler Recreation Department  
PO Box 948  
621 West Pine St  
Metter, GA 30439**

**Strickland Building Rental Contract**

This agreement sets forth the provisions and requirements for rental of the Strickland Building located at the Metter-Candler Recreation Department.

**I. FEES**

Rental Fee           \$250.00  
Damage Deposit   \$150.00

The rental fee is due at the time of reservation and is subject to the termination of agreement restrictions in Section V. The Damage Deposit is due at the time of reservation and will be returned under the following conditions:

- Keys returned to the Recreation Department within 3 days of rental date
- Satisfactory inspection of the premises after the rental by Recreation Department personnel
- No violations of the rental agreement

**II. SECURITY**

Renter is required to provide security during the rental. Security must be provided by off-duty law enforcement with preference to a Metter Police Officer or Candler County Sheriff's Deputy. Other POST certified law enforcement officer may be substituted upon approval by the Candler County Sheriff's Office, hereafter known as "SECURITY". The current estimated cost for this service is:

**\$35 per hour/3 hour minimum**

Renter agrees that the hiring and payment of the SECURITY is the sole responsibility of the renter and that failure to provide the SECURITY at the beginning and for the full duration of the rental period will be considered a breach of the agreement.

**III. HOURS OF RENTAL**

Rental times must be indicated at the time of rental and will be strictly enforced. All nighttime rentals will end at 11:59 PM on the rental date.

**IV. CONDITIONS OF THE AGREEMENT**

1. All renters must be 21 years of age or older and hold a valid Georgia Driver's License

## 2. Renter hereby agrees:

- a. To comply with all rules and regulations, laws and ordinances of the City of Metter, Candler County and the State of Georgia;
- b. Not to use the facility for any purpose that will discredit the Metter-Candler Recreation Department, the City of Metter, or Candler County;
- c. Not to damage or deface the premises, inside or out, or any equipment or property located on premises;
- d. Not to use nails, screws, tacks or any other invasive attachment for decorations and banners. Tape or adhesive strips may be used to secure posters, banners, or pictures, but it must be removed.
- e. Personnel employed by the Metter-Candler Recreation Department, Candler County and the City of Metter shall have access to the facilities at all times during the rental period;
- f. Renter is responsible for all damages and/or defacement of the premises during the rental period.
- g. Renter agrees that Renter shall, prior to leaving the premises at the termination of the rental, ensure that the property is returned to its original condition including, but not limited to:
  - i. Removal of all decorations;
  - ii. Removal of all trash, refuse and garbage or placement of same in provided refuse containers

V. ITEMS PROHIBITED UNDER THE AGREEMENT

The following are **prohibited** under this rental agreement and any violation of these prohibitions will be considered a breach of the agreement resulting in immediate termination of the rental AND Metter-Candler Recreation Department seeking available remedies under the law:

- POSSESSION OF ALCOHOL
- POSSESSION OF DRUGS
- INFLATABLE ENTERTAINMENT EQUIPMENT (BOUNCY HOUSES, WATER SLIDES)
- AMUSEMENT RIDES
- BANDS (PROHIBITED INSIDE THE BUILDINGS)
- MORE THAN 3 POWERED ELECTRICAL DEVICES REQUIRING ELECTRICAL POWER FROM THE BUILDING

VI. TERMINATION OF THE AGREEMENT

The Metter-Candler Recreation Department may terminate this agreement at any time for violation of any provision of the agreement. In addition the Recreation Dept. may terminate this agreement without notice if the facilities are required for any governmental agency due to an emergency or election.

The renter may terminate this agreement up to **48 hours prior to the rental date** by notifying the Recreation Department in **writing** of their intent to terminate the rental. Any termination after this period will result in the forfeiture of all fees and deposits.

**VII. TRANSFER & ASSIGNMENT**

This agreement may not be transferred, assigned or sublet to any other party.

**VIII. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The undersigned hereby does covenant and agrees to indemnify and hold harmless Candler County, Georgia and the City of Metter, Georgia and their respective representatives, agents, employees, assigns and transferees and successors from any and every claim or demand of every kind or character made or asserted by any person, firm, or corporation or the account of or by any way growing out of any and all injuries and damages to or sustained by anyone on or near the premises at the time the undersigned has acquired, leased or rented the premises referred to in this agreement.

**IX. ACKNOWLEDGEMENT**

By signing below the undersigned does hereby acknowledge receipt of the rental agreement and does affirm that they have read and understand said agreement. The undersigned agrees and understands that any violation of the terms of the agreement will result in termination of the agreement and may result in prosecution under the laws of Georgia.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

GADL: \_\_\_\_\_

Date of Rental: \_\_\_\_\_

Hours of Rental: \_\_\_\_\_

Intended Use: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Metter-Candler Rec Dept. \_\_\_\_\_



## CANDLER COUNTY PHARMACY CONTRACT

WHEREAS, Candler County (hereinafter "County"), Georgia is a political subdivision of the state of Georgia; and

WHEREAS, County is governed by its duly elected board of Commissioners; and

WHEREAS, County, through its Board of Commissioners, operates an Emergency Medical Service that occasionally must administer drugs to the patients it treats; and

WHEREAS, State and Federal law requires the administration of such drugs to be overseen and provided by a licensed pharmacist; and

WHEREAS Bryan Moseley (hereinafter "Moseley") is a licensed pharmacist and operates Metter Pharmacy, which is located in Metter, Georgia; and

WHEREAS, Moseley has agreed to provide drugs as they may be required by County Emergency Medical Service; and

WHEREAS, County and Moseley have agreed that the County EMS will buy from Moseley through Metter Pharmacy the drugs required by County EMS for and in consideration of the terms hereinafter provided, the receipt and sufficiency of which is acknowledged by both parties;

The parties agree as follows:

1.

The Medical Director of the Candler County Emergency Medical Service (hereinafter "EMS") shall interact with Moseley for the procurement of dangerous

drugs, controlled substances, and other such medications as may be necessary for the EMS to provide its patients. County agrees to purchase from Moseley, and Moseley agrees to sell to County as provided hereunder such dangerous drugs, controlled substances, and other medications at a price to be agreed upon and specified below. Delivery of any substances provided under this agreement shall be directly to the EMS Director, or such designated person as he shall specify, provided that such person shall be licensed and/or certified by the State of Georgia to handle such substances. Moseley shall maintain a written record of all dangerous drugs, controlled substances, and other medications for a period of two (2) years following the delivery of such substances.

## 2.

Any dangerous drug, controlled substance, or other such medication provided under the terms of this agreement, shall be stored at the pharmacy operated by Moseley, or at such other location as specified by the EMS Medical Director. Any individual or entity holding medications pursuant to the terms of this agreement must maintain a separate drug enforcement agency number, and otherwise comply with any and all state and federal laws and regulations pertaining to dangerous drugs or controlled substances.

## 3.

Only individuals approved by the local EMS Director shall have access to any pharmaceutical storage rooms, which shall be secured at all times. Any such designated storage room shall be maintained at a temperature range which conforms

to the manufacturer's suggested storage temperature range for all pharmaceuticals stored in such room. A list of minimum levels of pharmaceuticals to be stored in any such storage room shall be approved and the list will be available in each storage room. This approval shall be by the Medical Director of the EMS and Moseley. All pharmaceuticals, including controlled substances, dangerous drugs, and IV fluids must be placed in kits that are sealed with pharmacy seals with numbers that are provided by Moseley. These kits shall remain locked as may be required by the Medical Director and will only be permitted to leave any pharmaceutical storage room in sealed kits.

## 4.

Any kit leaving the pharmaceutical storage room must be recorded by the pharmacists or the Medical Director of the EMS, and information relative to each such kit shall include:

- The seal number;
- The date received;
- The name of the person receiving such sealed kit (with printed name, certification level, and license number);
- The signature of the person receiving the kit;
- The signature of the person providing the kit;

## 5.

Each such pharmaceutical kit must have printed on each such kit the language that **"IF FOUND CALL 912-685-5965."** All kits must be provided with an

expiration date, and the date must be printed clearly on the outside of the kit indicating the date that the kit will be opened and inspected. This date must be prior to the first expiration date of any drug maintained in the kit. A complete list of contents, including name of pharmaceutical, concentration of pharmaceutical, and volume of pharmaceutical must be placed inside the kit and will be used as a guide to refill the kit and to ensure accountability of persons with access to such kit. The EMS Medical Director shall determine the contents of pharmaceutical kits based on treatment protocols approved for the service.

6.

No pharmaceutical kit shall be left unattended on an EMS vehicle unless such vehicle is maintained in an environmentally controlled box in the patient compartment, or in the patient compartment when the compartment is maintained at a temperature within the range specified by the pharmaceutical manufacturers. Furthermore, all such vehicles must be locked at all times.

7.

Any theft of any pharmaceutical kit, or any content of any pharmaceutical kit, must be reported immediately to the appropriate local and state authorities. Furthermore, such theft shall be reported to the Georgia Drug and Narcotic Agency.

8.

All EMS vehicles that are out of service shall have all pharmaceutical kits removed from them and placed in a secure area which shall conform to all applicable federal and state laws and regulations.

## 9.

When the EMT, CT, or Paramedic employed by the licensed service and while on duty obtains a verbal or written order from a physician including treatment protocols approved by the EMS Medical Director to administer a pharmaceutical, the seal on the pharmaceutical kit will be broken and the kit will be opened. The seal will be placed inside the kit and not discarded. Pharmaceuticals ordered will be administered according to the verbal or written order by the ordering physician to the patient(s) by the EMT, CT, or Paramedic within the scope of practice of the provider. The service treatment protocols approved by the EMS Medical Director will be guide on administration of pharmaceuticals. A Georgia Patient Care Report (PCR) will be completed on each patient receiving a pharmaceutical and will serve as the certificate of disposition for all pharmaceuticals. The form will include, at a minimum, the following information:

- Name of patient(s)
- Name of pharmaceutical(s) administered
- Concentration of pharmaceutical(s) administered
- Volume of pharmaceutical(s) administered
- Ordering physician or protocol used
- Name, level, license number and signature of EMT, CT, or Paramedic administering pharmaceutical
- Date and time of administration
- Route of administration

- Location of administration site on patient(s)
- Amount of pharmaceutical wasted
- Witness signature

A physician, registered nurse, or a Georgia licensed EMT employed by the service (EMT, CT, or Paramedic) must directly witness the wasting of all pharmaceuticals. This witness must sign the patient care report form attesting that they witnessed the wasting of the pharmaceutical. A narcotic control sheet must be completed for all controlled substances as required by Georgia Law.

A copy of the Georgia Patient Care Report and narcotic control sheet must be placed in the kit for return to the contracted Georgia licensed pharmacy or the service pharmaceutical storage room. The ordering physician must sign the form with 72 hours unless the order was issued by a designated base station facility, in which case the medical control patient log number will suffice. The EMS Service must retain a signed copy of the form for at least two (2) years.

Pharmaceutical boxes must not be left open after pharmaceuticals are administered. The kits must be locked, placed in a locked compartment of the ambulance, or resealed with a pharmacy seal until it is inspected, refilled and resealed at Metter Pharmacy. Multiple uses of a pharmaceutical kit, which has been unsealed, are discouraged.

Each kit returned to Metter Pharmacy or service pharmaceutical storage room will be checked for tampering. The contents will be compared with the list of contents and the list of pharmaceuticals documented as being administered on the

Georgia Patient Care Report form(s) in the kit. Any discrepancies will be immediately reported to the pharmacist and the EMS Medical Director.

Each kit will be opened, inspected and all expired pharmaceuticals will be replaced at least every thirty (30) days. All expired pharmaceuticals will be returned to the manufacturer, used for training by the service, or discarded in accordance with Environmental Protective Service policies and as advised by the supplying pharmacy. All pharmaceuticals used for training must be under the same controls as unexpired drugs and must be marked expired using a permanent marker. Inventory records must be retained for at least two (2) years.

All kits which are damaged or have damaged pharmaceuticals will be returned immediately to Metter Pharmacy or service pharmaceutical storage room and to be checked for contents against the list of contents. Each unusable damaged pharmaceutical will be recorded and reported to the pharmacy and the service medical director. Missing pharmaceuticals will also be reported.

COUNTY OF CANDLER, GEORGIA



By: [Signature]  
Olin Thrift, Chairman

Attest: [Signature]  
Kellie Lank, Clerk

Date: 10/3/18

[Signature]  
Bryan Moseley, Pharmacist