



LOWNDES COUNTY BOARD OF COMMISSIONERS  
PROPOSED AGENDA  
WORK SESSION, MONDAY, JUNE 22, 2026, 8:30 AM  
REGULAR SESSION, TUESDAY, JUNE 23, 2026, 5:30 PM  
327 N. Ashley Street - 2nd Floor

1. **Call To Order**
2. **Invocation**
3. **Pledge Of Allegiance To The Flag**
4. **Special Presentation for Debbie Nagy**
5. **Minutes For Approval**
  - a. Work Session - June 8, 2026 & Regular Session - June 9, 2026  
Recommended Action: Approve  
Documents:
6. **Appointment**
  - a. Lowndes County Division of Family and Children Services (DFCS) Board  
Recommended Action: Board's Pleasure  
Documents:
7. **For Consideration**
  - a. Lowndes County DUI Court FY 27 Grant Award  
Recommended Action: Approve  
Documents:
  - b. Lowndes County Accountability Court Grant Approval and Cash Match  
Recommended Action: Approve  
Documents:
  - c. Lowndes County Juvenile Accountability Court Grant Approval and Cash Match  
Recommended Action: Approve  
Documents:
  - d. Acceptance of Infrastructure for Camelot Crossing Commercial Development  
Recommended Action: Adopt  
Documents:
  - e. Email Software License  
Recommended Action: Board's Pleasure  
Documents:
  - f. 2026 Lowndes County Alcoholic Beverage Ordinance  
Recommended Action: Board's Pleasure

Documents:

8. **Reports - County Manager**
9. **Citizens Wishing To Be Heard - Please State Your Name and Address**
10. **Adjournment**

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Division of Family and Children Services  
(DFCS) Board

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT:

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Appointing/Reappointing a Member

HISTORY, FACTS AND ISSUES: The term of Mr. Raymond Conner will expire on June 30, 2026. Mr. Conner is interested in being reappointed.

OPTIONS: 1. Appoint/Reappoint a Member.  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Paige Dukes

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County DUI Court FY 27 Grant Award

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: \$42,404.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Lowndes County DUI Court FY 27 Grant Award

HISTORY, FACTS AND ISSUES: This award is made under the Accountability Courts State of Georgia grant program. The Lowndes County DUI Court has been awarded a grant by the Criminal Justice Coordinating Council for a total of **\$162,743.00**; with a 15% match requirement by the County in the amount of **\$28,719.00**. Lowndes County DUI Court is requesting a total of **\$42,404.00** for the 2026-2027 grant period. The grant only pays a portion of the salary and benefits of the surveillance officer's contract salary. Additionally, the grant covers a portion of treatment costs, transportation, drug testing supplies, and Reconnect, the call-in service used for random drug screens or weekend drug testing incurred annually. The Court requests the shortfall be paid by the DATE funds that are generated from fines and fees collected by the State Court of Lowndes County. The authorizing Georgia Law Code section O.C.G.A. 15-21-101(b)(3) states "Moneys collected pursuant to this article and placed in the "County Drug Abuse Treatment and Education Fund" shall be expended by the governing authority of the county for which the fund is established solely and exclusively (3) if an operating under the influence court division has been established in the county under Code Section 15-1-19, for the purpose of the operating under the influence court division." The Lowndes County DUI Court began operating in January 2017 and there have been 122 graduates from the program. Currently, there are 28 active participants in the program with a budgeted capacity of 30 participants.

**Grant Required County Match — \$28,719.00**

**Additional County Subsidy — \$13,685.00**

**Total Request — \$42,404.00**

- OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Lowndes County DUI Court

DEPARTMENT HEAD: Judge Golden

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## DUI Accountability FY 2027 Request Breakdown

Budget Worksheet Category	Line Item Approvals	State Funded by Grant	Required County Match	Additional County Match	Line Item Totals
Personnel	Program Coordinator	\$ 55,141.00	\$ -	\$ -	\$ 55,141.00
	Program Coordinator Fringe Benefits	\$ 23,094.00	\$ -	\$ -	\$ 23,094.00
	Law Enforcement/Surveillance Officer	\$ 11,649.00	\$ -	\$ -	\$ 11,649.00
	Law Enforcement/Surveillance Officer Fringe Benefits	\$ 5,678.00	\$ -	\$ -	\$ 5,678.00
Contract Services	Treatment Provider	\$ 29,900.00	\$ 28,719.00	\$ -	\$ 58,619.00
Drug Testing Supplies	Program Case Manager	\$ 19,500.00	\$ -	\$ -	\$ 19,500.00
	Consumables	\$ 62.00	\$ -	\$ -	\$ 62.00
	Monitoring	\$ 3,100.00	\$ -	\$ -	\$ 3,100.00
	Confirmation Lab Test	\$ 325.00	\$ -	\$ -	\$ 325.00
	Cups	\$ 5,241.00	\$ -	\$ -	\$ 5,241.00
	2026 CACJ Conference	\$ 5,933.00	\$ -	\$ -	\$ 5,933.00
In State Training and Travel	Public Transportation	\$ 3,120.00	\$ -	\$ -	\$ 3,120.00
	County Cellphones	\$ -	\$ -	\$ 449.00	\$ 449.00
Non-Grant Expenses	Technology Fleet	\$ -	\$ -	\$ 28.00	\$ 28.00
		\$ 162,743.00	\$ 28,719.00	\$ 477.00	\$ 191,939.00

<b>Total County Request</b>	<b>\$ 29,196.00</b>
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FY27 Operating Grant Budget Award Worksheet

Court Name                      Lowndes County DUI Court

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Program Coordinator	\$55,141	\$95,561
	Coordinator Benefits	\$23,093	
	Law Enforcement	\$11,649	
	Law Enforcement Benefits	\$5,679	
Contract Services	Treatment Provider	29,900.00	\$49,400
	Program Case Manager	19,500.00	
Drug Testing Supplies	Consumables	62.00	\$8,728
	Monitoring	3,100.00	
	Confirmation lab test	325.00	
	Cups	5,241.00	
Supplies /Other Costs		0.00	\$0
Equipment		0.00	\$0
In State Training and Travel	2026 CACJ Conference	5,933.00	\$5,933
Transportation Funding	Public Transportation	3,120.00	\$3,120
<b>Total Budget:</b>			<b>\$162,742</b>

Match: \$28,719

**Funding Committee Note:**

None.

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Accountability Court Grant Approval and  
Cash Match

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: \$32,459.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of FY27 Grant Award for LCAC

HISTORY, FACTS AND ISSUES: On behalf of the Lowndes County Accountability Court (LCAC) team, and Judge Gregory A. Voyles, I would like to thank the Board for all the support you have given us over the years.

LCAC is funded through a reimbursable State Grant. To receive funding through said grant, LCAC must secure a cash match from Lowndes County. This year's cash match amount is \$32,459.00 (FY27 budget details attached). The cash match amount for FY27 is 15%.

All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and said payments are received by the County each quarter.

**Grant Required County Match — \$32,459.00**  
**Additional County Subsidy — \$0.00**  
**Total Request — \$32,459.00**

OPTIONS: 1. Approval of continued funding and cash match as requested above.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

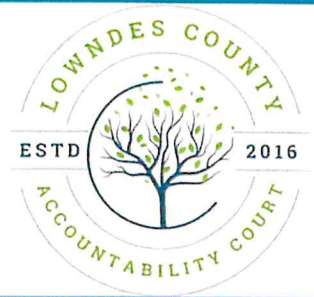
DEPARTMENT: Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# LOWNDES COUNTY ACCOUNTABILITY COURT

june 2026



FY27 GRANT AWARD PRESENTATION  
AND PROGRAM REPORT



STATE GRANT AWARD

**\$183,931.75**

COUNTY MATCH

**\$32,459.00**

TOTAL BUDGET

**\$216,390.75**

## PROGRAM STATS

**67**

GRADUATES  
TO DATE

**23**

CURRENT  
CENSUS

**6**

JUNE  
GRADUATES



## PROGRAM ACHIEVEMENTS

- LCAC graduates receive CPS MH certification, to serve as CPS MH Peer Support Specialists for the Judicial Circuit
- PEER Support specialists now actively working with LCAC, CCAC, TCAC & LCJAC
- **LCAC receives full certification from CACJ - May 2026**
- Southern Circuit receives \$45k to expand the PEER Support Services Program Circuit-Wide
- **Judge, Gregory A. Voyles named STAR JUDGE** for the State of Georgia at the CACJ Annual Conference, September 2025



## FUTURE OUTLOOK & RECOMMENDATIONS



With your continued support the Court will keep striving to change lives, strengthen families and help make our community a safer place..one graduate at a time.

FY27 Operating Grant Budget Award Worksheet

Court Name **Lowndes County Drug Court**

Budget Worksheet Category	Line Item		Total Budgeted
Personnel	Law Enforcement	16,247.40	\$17,837
	Fringe Benefits	1,590.00	
Contract Services	Program Coordinator	27,932.40	\$131,532
	Program Case Manager	40,000.00	
	Law Enforcement	3,600.00	
	Treatment Provider	60,000.00	
Drug Testing Supplies	Onsite Devices	17,999.95	\$21,600
	Monitoring	3,600.00	
Supplies /Other Costs	Reconnect	6,000.00	\$6,000
Equipment		0.00	\$0
In State Training and Travel	2026 CACJ Conference	6,962.00	\$6,962
Transportation Funding		0.00	\$0
<b>Total Budget:</b>			<b>\$183,932</b>

Match: \$32,459

**Funding Committee Note:**

The court should work to increase its participant census throughout FY27 to more closely meet its self-reported capacity per the FY26 Court Operating Profile. The Funding Committee will monitor the census through quarterly reporting and may contact your court to review progress. The court should report in detail in its FY28 operating grant application on its efforts to meet its self-reported capacity. The Funding Committee will consider this information when evaluating FY28 operating grant awards, and a failure to respond to Funding Committee notes may impact future funding decisions.

**LOWNDES CO ACCT COURT BUDGET BREAKDOWN**

**Category**

COORDINATOR grant 45%	\$27,932.40
<b>COUNTY MATCH</b>	<b>\$30,257.00</b>
TOTAL SALARY	\$58,189.40
IN STATE TRAINING TRAVEL	
COORDINATOR TRAVEL	\$0.00
CONFERENCE - 8 PEOPLE	\$6,962.00
<b>TOTAL TRAVEL</b>	<b>\$6,962.00</b>
DRUG TESTING	\$17,999.95
<b>COUNTY MATCH</b>	<b>\$702.00</b>
DRUG TESTING TOTAL	\$18,701.95
RECONNECT SERVICES	\$6,000.00
Case Manager - Contractor	\$40,000.00
<b>COUNTY MATCH</b>	<b>\$1,500.00</b>
TOTAL SALARY	\$41,500.00
SURVEILLANCE OFFICER - Contractor	\$3,600.00
ANKLE MONITORS	\$3,600.00
S ULM	\$17,837.40
TREATMENT PROVIDER - Contractor	\$60,000.00
STATE GRANT	\$183,931.75
<b>COUNTY MATCH REQUIRMENT - 15%</b>	<b>\$32,459.00</b>
MATCH CROSS CHECK	\$32,459.00
<b>TOTAL</b>	<b>\$216,390.75</b>



LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Lowndes County Juvenile Accountability Court Grant  
Approval and Cash Match

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: \$12,773.00

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of FY27 Grant Award for LCJAC

HISTORY, FACTS AND ISSUES: On behalf of the Lowndes County Juvenile Accountability Court (LCJAC) team, and Judge James G. Tunison, Jr., I would like to thank the Board for all the support you have given us over the years.

LCJAC is funded through a reimbursable State Grant. To receive funding through said grant, LCJAC must secure a cash match from Lowndes County. This year's cash match amount is \$12,773.00 (FY27 budget details attached). The cash match amount for FY27 is 15%.

All other monies expended by the Board of Commissioners on the Court's behalf are fully reimbursable and said payments are received by the County each quarter.

**Grant Required County Match — \$12,773.00**

**Additional County Subsidy — \$0.00**

**Total Request — \$12,773.00**

OPTIONS: 1. Approval of continued funding and cash match as requested above.  
2. Board's Pleasure

RECOMMENDED ACTION: Approve

DEPARTMENT: Juvenile Accountability Court

DEPARTMENT HEAD: Jennifer Fabbri

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

# LOWNDES COUNTY JUVENILE ACCOUNTABILITY COURT

june 2026



FY27 GRANT AWARD PRESENTATION  
AND PROGRAM REPORT



STATE GRANT AWARD

**\$72,378.00**



COUNTY MATCH

**\$12,773.00**

TOTAL BUDGET

**\$85,151.00**

## PROGRAM STATS

21

GRADUATES  
TO DATE

9

CURRENT  
CENSUS

5

UPCOMING  
GRADUATIONS



## PROGRAM ACHIEVEMENTS

- Each participant receives more than 78 hours of combined group and individual therapy services throughout program participation
- 100% of participants received sufficient academic credits to advance to the next grade level
- **LCJAC receives full certification from CACJ - JUNE 2026**
- Recognizing the growing need for integrated behavioral health services, the Court is developing a Co-Occurring Mental Health Track to better serve youth experiencing both substance use disorders and mental health challenges

## FUTURE OUTLOOK & RECOMMENDATIONS



The Court remains committed to helping youth achieve lasting recovery, academic success, and positive life outcomes which work to break the cycle of addiction.

FY27 Operating Grant Budget Award Worksheet

Court Name **Lowndes County Juvenile Drug Court**

Budget Worksheet Category	Line Item		Total Budgeted
Personnel		0.00	\$0
Contract Services	Program Coordinator	45,000.00	\$67,704
	Treatment Provider	20,000.00	
	LEO/ Surveillance Officer	2,704.00	
Drug Testing Supplies		0.00	\$0
Supplies /Other Costs		0.00	\$0
Equipment		0.00	\$0
In State Training and Travel	2026 CACJ Conference	4,674.00	\$4,674
Transportation Funding		0.00	\$0
<b>Total Budget:</b>			<b>\$72,378</b>

Match: \$12,773

**Funding Committee Note:**  
None.

**FY27 LOWNDES CO JUV ACCT COURT BUDGET BREAKDOWN**

**214 517 52240**

JALISA DAVIS - COORDINATOR	\$45,000.00
COUNTY MATCH	\$12,773.00
TOTAL SALARY	\$57,773.00

**214 517 43309**

CONFERENCE - 6 PEOPLE	\$4,674.00
TOTAL TRAVEL	\$4,674.00

**214 517 52240**

FIELD SUP 420.76/MO X 12	\$2,704.00
TREATMENT PROVIDER - Contractor	\$20,000.00

STATE GRANT	\$72,378.00
COUNTY MATCH REQUIRMENT - 15%	\$12,773.00

TOTAL	\$85,151.00
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LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Acceptance of Infrastructure for Camelot Crossing  
Commercial Development

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: N/A

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Acceptance of Infrastructure for Camelot Crossing

HISTORY, FACTS AND ISSUES: Camelot Crossing Commercial Development is located off of North Valdosta Road at the end of the existing Camelot Crossing Road. There are a total of three (3) roads that are shown highlighted on the attached drawing as roads 1, 3, and 4. Road 1 is 1,281.76' long which is an extension of Camelot Crossing Road. Road 3 is 250' long and Road 4 is 100' long. All construction and paperwork have been completed and Engineering and Utilities staff have conducted the final inspection of the construction. The developer has requested Lowndes County to accept the infrastructure, which includes right of way, roads, stormwater structures within the right of way, and water & sewer infrastructure.

OPTIONS: 1. Adopt the Resolution for Acceptance of Infrastructure for Camelot Crossing Commercial Development.  
2. Redirect.

RECOMMENDED ACTION: Adopt

DEPARTMENT: Engineering

DEPARTMENT HEAD: Chad McLeod

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:



# RESOLUTION

WHEREAS, the developer, Hand Development, LLC and Camelot Crossing Owner, LLC, has completed improvements on Camelot Crossing Commercial Development; and

WHEREAS, the developers, has provided the necessary maintenance bond and certification that the improvements were built according to plans and specifications;

WHEREAS, Lowndes County has inspected the improvements;

WHEREAS, the developers, has provided a written request for Lowndes County to accept the right-of-way, road, water and sewer infrastructure in Camelot Crossing Commercial Development as Lowndes County maintained;

NOW, THEREFORE BE IT RESOLVED, the Board of Commissioners of Lowndes County has agreed to accept Camelot Crossing Commercial Development infrastructure as county maintained with a speed limit of 25 mph on this date as shown:

ATTEST: \_\_\_\_\_  
County Clerk

DATE: \_\_\_\_\_

Copy: Rachel Strom, SGRC  
Erika Jackson, Tax Assessor  
Robin Cumbus, LCPW  
Tonya Davis, E-911  
Mindy Bates, Permitting & Inspections  
Trinni Amiot, Zoning  
Appropriate Post Office  
Billy Young, Fire Chief  
Steve Stalvey, Utilities Director

LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: Email Software License

DATE OF MEETING: June 23, 2026

BUDGET IMPACT: \$31,886.40

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

Work  
Session/Regular  
Session

COUNTY ACTION REQUESTED ON: Email Software License

HISTORY, FACTS AND ISSUES: The County's current email platform has reached end-of-life and is no longer receiving updates or support from Microsoft. Additionally, Microsoft has discontinued the traditional on-premises Exchange upgrade model that the County has utilized in the past. After evaluating the available options, migrating to Microsoft's Exchange Online email platform is the most practical and sustainable solution. This platform provides ongoing security updates, improved disaster recovery capabilities, and more rapid access to the latest features. Unlike previous versions that required periodic software upgrades, the online solution operates under an annual licensing model that requires yearly renewal.

Included is the Microsoft Volume Licensing Agreement for the proposed licensing. Microsoft products are available through the State of Georgia contract, with Dell serving as the authorized reseller for Microsoft licensing under that agreement.

OPTIONS: 1. Approve  
2. Board's Pleasure

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: ITS

DEPARTMENT HEAD: Aaron Kostyu

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

## Program Signature Form

MBA/MBSA number



Agreement number

8718335

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Product Selection Form	3197731.003_PSF
Enterprise Amendment	W29

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> Lowndes County Board of Commissioners
<b>Signature*</b> _____
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

Microsoft Affiliate
<b>Microsoft Corporation</b>
<b>Signature</b> _____
<b>Printed First and Last Name</b>
<b>Printed Title</b>
<b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

\* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

\* indicates required field

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
Dept. 551, Volume Licensing  
6880 Sierra Center Parkway  
Reno, Nevada 89511  
USA



# Enterprise Enrollment

# State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	<input type="text"/>	Framework ID <i>(if applicable)</i>	<input type="text"/>
Previous Enrollment number <i>(Reseller to complete)</i>	<input type="text"/>		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## Terms and Conditions

### 1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. **Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate's termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## **6. *Government Community Cloud.***

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

**Enrolled Affiliate only.**

**All Affiliates.** All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

**Enrolled Affiliate including.** Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Lowndes County Board of Commissioners

**Contact name: First Middle Last**

**Contact email address**

**Street address\*** 327 N. Ashley St

**City\*** Valdosta

**State\*** GA

**Postal code\*** 31601-5504-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone**

**Tax ID**

**Work or School (WSA) Account ID**

*\* indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name: First Middle Last**

**Contact email address**

**Street address\*** 327 N. Ashley St

**City\*** Valdosta

**State\*** GA

**Postal code\*** 31601-5504-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone**

**Work or School (WSA) Account ID**

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name: First\* Middle Last\***

**Contact email address\***

**Phone\***

**Work or School (WSA) Account ID**

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** Dell Inc.  
**Street address (PO boxes will not be accepted)\*** One Dell. Way.  
**City\*** RoundRock  
**State\*** TX  
**Postal code\*** 78682-7000  
**Country\*** United States  
**Contact name\*** Government ContractAdmin.  
**Phone**  
**Contact email address\*** US\_MS\_VL\_Admin@Dell.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____ <b>Printed name</b> _____ <b>Printed title</b> _____ <b>Date*</b> 6/4/2026
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*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### 3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

**Proposal ID**  
3197731.003

**Enrollment Number**

Language: English (United States)

**Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:**

Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise			1.0	User Licenses

**Products** | **Enterprise Quantity**

<b>Microsoft 365 Enterprise</b>	
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**Enrolled Affiliate's Product Quantities:**

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>				

**Enrolled Affiliate's Price Level:**

Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

**Notes**

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
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2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<p><b>Note 1:</b> In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad &amp; Tobago, United Kingdom, United States, and Uruguay.</p>	
<p><b>Note 2:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.</p>	
<p><b>Note 3:</b> Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.</p>	
<p><b>Note 4:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.</p>	

Enterprise  
Sub 250 Program  
Amendment ID W29

Enrollment Number

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

**1. On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

**2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:**

- a. **Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
  - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
  - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

**3. Software Assurance renewal.**

<b>Renewing Software Assurance:</b> If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

**Software Assurance Addition.** Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

<b>This Amendment must be attached to a signature form to be valid.</b>
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LOWNDES COUNTY BOARD OF COMMISSIONERS  
COMMISSION AGENDA ITEM

SUBJECT: 2026 Lowndes County Alcoholic Beverage Ordinance

DATE OF MEETING: June 23, 2026

Work  
Session/Regular  
Session

BUDGET IMPACT: - 0 -

FUNDING SOURCE:

- Annual
- Capital
- N/A
- SPLOST
- TSPLOST

COUNTY ACTION REQUESTED ON: Resolution to Adopt

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HISTORY, FACTS AND ISSUES: Per the request of the Board, staff and the County Attorney have prepared the presented Resolution and 2026 Lowndes County Alcoholic Beverage Ordinance.

Section 4-3(b) of the Ordinance is revised to increase the distance provisions for the sale of distilled spirits. Article XIII is added. It regards the applicability of the amended provisions of Section 4-3(b).

OPTIONS: 1. Approve Resolution as presented  
2. Redirect

RECOMMENDED ACTION: Board's Pleasure

DEPARTMENT: County Manager

DEPARTMENT HEAD: Stephanie Black

ADMINISTRATIVE COMMENTS AND RECOMMENDATIONS:

**A Resolution**  
**Adopting 2026 Lowndes County Alcoholic Beverage Ordinance**

WHEREAS, the Board of Commissioners of Lowndes County (the "Board") previously adopted the Lowndes County Alcoholic Beverage Ordinance on December 11, 2012 (the "2012 Ordinance");

WHEREAS, Section 4-3(b) of the 2012 Ordinance includes provisions requiring certain distances between establishments involving the distribution, sale, or consumption of alcoholic beverages and church buildings and certain distances between establishments involving the distribution, sale, consumption of alcoholic beverages and any school building, educational building, school grounds, or college campus;

WHEREAS, the Board has considered the interests of citizens attending churches and schools located in the unincorporated area of Lowndes County in the vicinity of establishments involving the distribution, sale, or consumption of alcoholic beverages regarding the distance provisions of Section 4-3(b) of the 2012 Ordinance;

WHEREAS, the geography and density of development of the unincorporated area of Lowndes County inform the best interests of the public health, safety, and welfare of the citizens of Lowndes County regarding the distance provisions of Section 4-3(b) of the 2012 Ordinance;

WHEREAS, the Board has determined that increasing the distances in Section 4-3(b) of the 2012 Ordinance regarding the sale of distilled spirits is in the best interests of the public health, safety, and welfare of the citizens of Lowndes County;

WHEREAS, the Board has determined that the distance provisions in Section 4-3(b) of the 2026 Lowndes County Alcoholic Beverage Ordinance presented herewith are in the best interests of the public health, safety, and welfare of the citizens of Lowndes County;

WHEREAS, the Board has also determined that the distance provisions in Section 4-3(b) of the 2026 Lowndes County Alcoholic Beverage Ordinance presented herewith should not apply to licensees to which licenses have been granted or renewed pursuant to the 2012 Ordinance or to transferees of establishments from such licensees or subsequent transferees therefrom; rather, the distance provisions of Section 4-3(b) of the 2012 Ordinance should apply to such licensees and transferees;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board, pursuant to the authority vested in the Board by law, that the 2026 Lowndes County Alcoholic Beverage Ordinance presented herewith is adopted.

Any Ordinance or Resolution of Lowndes County, or any portion thereof, in conflict with this Resolution is hereby repealed.

This Resolution shall take effect immediately.

SO RESOLVED, this 23rd day of June 2026.

Board of Commissioners  
of Lowndes County, Georgia

By: \_\_\_\_\_  
Bill Slaughter, Chairman

Attest: \_\_\_\_\_  
Belinda C. Lovern, Clerk

## **2026 Lowndes County Alcoholic Beverage Ordinance**

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY FOR THE PURPOSES OF REGULATING THE SALE, DISTRIBUTION, AND CONSUMPTION OF ALCOHOLIC BEVERAGES; PROVIDING FOR OCCUPATIONAL LICENSING AND FEES RELATING TO SUCH; PROMOTING THE PUBLIC HEALTH, SAFETY AND GENERAL WELFARE OF THE CITIZENS OF LOWNDES COUNTY; PROVIDING FOR PENALTIES; REPEALING CONFLICTING ORDINANCES; AND FOR OTHER PURPOSES; ADOPTED AT THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY HELD ON THE 23rd DAY OF JUNE, 2026.

IT IS HEREBY ORDAINED by the Board of Commissioners of Lowndes County, pursuant to the authority vested in the Board of Commissioners by law and Title 3 of the Official Code of Georgia Annotated, as follows:

### **ARTICLE I. TITLE.**

This Ordinance shall be known as the “2026 Lowndes County Alcoholic Beverage Ordinance.”

### **ARTICLE II. SALE OR DISTRIBUTION IN UNINCORPORATED AREA OF COUNTY; LICENSE A PRIVILEGE; STATE LICENSE REQUIRED.**

#### Section 2-1. License Required.

No malt beverage, wine, distilled spirits, or any other alcoholic beverage(s) shall be sold or distributed at wholesale or at retail for consumption either on or off the premises where sold in the unincorporated area of the County except under an appropriate license granted by the Board of Commissioners upon the terms and conditions provided in this Ordinance and then only for the particular alcoholic beverage and manner of distribution and/or sale specified in such license and only at the establishment specified in such license. Except to the extent expressly set forth herein, nothing in this Ordinance shall be construed to either supersede or minimize the State law provisions on the same subject as may be presently or in the future enacted and in force.

#### Section 2-2. License a Privilege; License Nontransferable.

All licenses, event permits, and letters of authorization issued pursuant to this Ordinance shall be a mere grant of a privilege to carry on the licensed, permitted, or authorized, as the case may be, activity during the term of the license, event permit or letter of authorization and are each subject to all terms and conditions imposed by this and other applicable County ordinances or resolutions (including without limitation compliance by the establishment at which the licensed, permitted, or authorized activity is carried out at all times with the County’s Noise Ordinance) and by State law, rules and regulations. No license, event permit, or letter of authorization issued pursuant to this Ordinance shall be transferable to any other person; any such other person desiring a license, event permit, or letter of authorization under this Ordinance for the same or different activity or establishment shall be required to make separate application therefor under the provisions of the Ordinance. Provided, however, that in the case of the death of any natural person holding a license pursuant to this Ordinance such license may be transferred to the deceased licensee’s

personal representative, if the personal representative otherwise meets the licensing requirements of this Ordinance, upon such personal representative's application to the County for such transfer and payment of the Administrative Fee but without any additional license fee during the remaining term of such license. If a licensed establishment moves its business and operations to a different location within the unincorporated area of the County then such new location shall be required to apply for and obtain a separate license for such new location.

Section 2-3. State License Required.

Any holder of a license, event permit, or letter of authorization issued pursuant to this Ordinance is required, before conducting, engaging in or carrying out the licensed, permitted, or authorized, as the case may be, activity to apply for and obtain any and all applicable licenses, permits and authorizations from the State as required by O.C.G.A., Title 3.

Section 2-4. Conflicts.

Should there be a conflict in the requirements and provisions of this Ordinance and other County ordinances or resolutions, then this Ordinance shall control.

**ARTICLE III. DEFINITIONS; REFERENCES TO SECTIONS, ETC.**

Section 3-1. Definitions.

When used in this Ordinance, the following words, terms, and phrases, and their derivations shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

*2012 Ordinance* shall mean the Lowndes County Alcoholic Beverage Ordinance adopted December 11, 2012.

*Alcohol* shall mean ethyl alcohol, hydrated oxide of ethyl, or spirits of wine, from whatever source or by whatever process produced.

*Alcoholic beverage* shall mean all consumable alcohol, distilled spirits, beer, malt beverage, wine, or fortified wine.

*Alcoholic beverage catering license* shall mean the license issued to a licensed alcoholic beverage caterer in accordance with O.C.G.A. § 3-11-2 by either (i) the County pursuant to Section 7-1 and upon approval of an application pursuant to Article IV, or (ii) a municipality or another county in Georgia.

*Adult* shall mean any individual 21 years of age or older.

*Board of Commissioners* or *Board* shall mean the Board of Commissioners of Lowndes County, Georgia.

*Bona fide nonprofit civic organization* shall mean an entity which is exempt from federal income tax pursuant to the provisions of subsections (c), (d), or (e) of 26 U.S.C. Section 501.

*Brownbagging* shall mean bringing onto and/or consuming upon any premises alcoholic beverages not lawfully purchased upon such premises.

*Brownbagging establishment* shall mean any business, commercial establishment, or other facility or location upon which the owner, lessee, operator, or their respective employees, agents, or representatives thereof allow, facilitate, permit, or participate in brownbagging upon its premises.

*County* shall mean Lowndes County, Georgia.

*County Manager* shall mean the County Manager of Lowndes County, Georgia.

*Department of Revenue* or *Department* shall mean the Georgia Department of Revenue.

*Distilled spirits* shall mean any alcoholic beverage obtained by distillation or containing more than 21 percent alcohol by volume, including, but not limited to, all fortified wines.

*Establishment* shall mean any physical location involving the sale or distribution of alcoholic beverages in unincorporated Lowndes County.

*Event permit* shall mean the one-time, event-specific permit issued pursuant to Section 7-2.

*Finance Director* shall mean the Director of Finance of Lowndes County, Georgia.

*Food caterer* shall mean any person who prepares food for consumption off the premises.

*Fortified wine* shall mean any alcoholic beverage containing more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, brandy.

*His, her, he, she, it, they, them, and their* shall, as the context may require, include any other gender and the singular or the plural, for a proper reading.

*Letter of authorization* shall mean the letter of authorization issued pursuant to Section 7-5.

*License* shall mean a license granted under this Ordinance to a licensee for the operation of an establishment in unincorporated Lowndes County for the sale or distribution, as the case may be, of the specific alcoholic beverage and manner of sale provided in such license.

*Licensed alcoholic beverage caterer* shall mean any retail dealer as defined in O.C.G.A. § 3-1-2(19) who has been licensed as provided in O.C.G.A. § 3-11-1(2).

*Licensee* shall mean the person to whom a particular valid license has been granted under this Ordinance.

*Licensor* shall mean the Board of Commissioners.

*Malt beverage* shall mean any alcoholic beverage obtained by the fermentation of any infusion or decoction of barley, malt, hops, or any other similar product, or any combination of such products in water, containing not more than fourteen percent (14%) alcohol by volume and including ale, porter, brown, stout, lager beer, small beer, and strong beer. The term does not include sake, known as Japanese rice wine.

*Minor* shall mean any individual under 21 years of age.

*Noise Ordinance* shall mean the County's Ordinance to Regulate Noise in Residential Areas adopted September 27, 2011, as the same may be amended or codified from time to time.

*O.C.G.A.* shall mean the Official Code of Georgia Annotated.

*Person* shall mean any individual, firm, partnership, cooperative, non-profit membership corporation, joint venture, association, company, corporation, agency, syndicate, estate, trust, business trust, receiver, fiduciary, or other group or combination acting as a unit, body politic, or a political subdivision, whether public, private, or quasi-public.

*Premises* shall mean and include without limitation all or any portion of all buildings, structures, porches, decks, patios, and other improvements, together with all grounds, lawns, gardens, sidewalks, parking lots, and other outdoor areas, of or upon a property or location.

*Private event* shall mean a specific social, business, fraternal, or recreational event for which an entire building, room, hall or area, indoors or out of doors, is leased, rented, reserved, or otherwise obtained in advance by a person, entity, club, or other group, and at which attendance is limited to persons who are in advance specifically designated. A private event does not include an event to which the general public is invited or at which members of the general public are allowed to attend, whether or not an admission fee, cover charge, or minimum purchase is charged.

*Retail consumption dealer* shall mean any person who sells any alcoholic beverages for consumption on the premises where sold at retail only to consumers and not for resale.

*Retailer* or *retail dealer* shall mean any person who sells any alcoholic beverages in unbroken packages for consumption off of the premises where sold at retail only to consumers and not for resale.

*Social host party, gathering, or event* shall mean a group or gathering of three (3) or more individuals at least two (2) of whom are minors who have assembled or are assembling for any party, social occasion, or social activity.

*State* shall mean the State of Georgia.

*Wholesaler* or *wholesale dealer* shall mean any person who sells alcoholic beverages to other wholesale dealers, to retail dealers, or to retail consumption dealers.

*Wine* shall mean any alcoholic beverage containing not more than 21 percent alcohol by volume made from fruits, berries, or grapes either by natural fermentation or by natural fermentation with brandy added. The term includes, but is not limited to, all sparkling wines, champagnes, combinations of such beverages, vermouths, special natural wines, rectified wines, and like products. The term does not include cooking wine mixed with salt or other ingredients so as to render it unfit for human consumption as a beverage. A liquid shall first be deemed to be a wine at that point in the manufacturing process when it conforms to this definition.

Section 3-2. References to Sections, etc.

Unless otherwise indicated herein, references in this Ordinance to sections, articles, paragraphs, appendices, etc. are to those of this Ordinance.

#### **ARTICLE IV. LICENSING.**

Section 4-1. Licenses which may be issued under this Ordinance:

- (a) Retail Dealer – Off Premises Consumption (Distilled Spirits)
- (b) Retail Dealer – Off Premises Consumption (Malt Beverages)
- (c) Retail Dealer – Off Premises Consumption (Wine)
- (d) Retail Dealer – Off Premise Consumption (Sunday Sales)
- (e) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)
- (f) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)
- (g) Retail Consumption Dealer – Consumption on Premises (Wine)
- (h) Retail Consumption Dealer – Consumption on Premises (Sunday Sales)
- (i) Wholesaler – Distilled Spirits with warehousing in Lowndes County
- (j) Wholesaler – Distilled Spirits without warehousing in Lowndes County
- (k) Wholesaler – Malt Beverages with warehousing in Lowndes County
- (l) Wholesaler – Malt Beverages without warehousing in Lowndes County
- (m) Wholesaler – Wine with warehousing in Lowndes County
- (n) Wholesaler – Wine without warehousing in Lowndes County
- (o) Alcoholic Beverage Catering License

No retail dealer licensee shall hold any retail consumption dealer license for the same location, and vice versa; and no wholesale dealer licensee shall hold any retail dealer license or retail consumption dealer license for the same location.

#### Section 4-2. Annual License and Other Fees.

The fees for the respective licenses, event permits, letters of authorization, and Administrative Fee, as provided in this Ordinance shall be as set out in Appendix A of this Ordinance.

#### Section 4-3. Disqualifications from Licensure.

(a) No license shall be granted under this Ordinance to any person for the operation of, and no person shall otherwise operate, an establishment involving the distribution, sale, or consumption of alcoholic beverages in any area prohibited by law or by zoning ordinance.

(b) No license shall be granted under this Ordinance to any person for the operation of, and no person shall otherwise operate, an establishment involving the distribution, sale, or consumption of wine or malt beverages which establishment is within three hundred (300) feet, or of distilled spirits within six hundred (600) feet, of any church building. No license shall be granted under this Ordinance to any person for the operation of, and no person shall otherwise operate, an establishment involving the distribution, sale, or consumption of wine or malt beverages which establishment is within 100 yards, or of distilled spirits within 400 yards, of any school building, educational building, school grounds, or college campus. For purposes of measuring said distances, said distance shall be measured from the door of the establishment involving the distribution, sale, or consumption of the respective alcoholic beverage to the nearest street, thence along said street to the nearest point of such church building, school building, educational building, school grounds, or college campus, as the case may be.

(c) No license shall be granted under this Ordinance to any person for the operation of an establishment involving the distribution, sale, or consumption of alcoholic beverages who has been convicted of a felony; nor to any person with whom any other person listed in Section 4-4(b) as associated with such person has been convicted of a felony; nor to any person employing any individual in the operation of an establishment for the distribution, sale or consumption of alcoholic beverages which individual has been convicted of a felony.

(d) No license shall be granted under this Ordinance: (i) to any person for the operation of an establishment involving the distribution, sale, or consumption of alcoholic beverages who has been convicted within the last five (5) years of a misdemeanor or other violation involving any of the following: gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude; (ii) to any person with whom any other person listed in Section 4-4(b) as associated with such person has been convicted within the last five (5) years of a misdemeanor or other violation involving any of the following: gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules and regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude; (iii) or to any person employing any individual

in the operation of an establishment for the distribution, sale or consumption of alcoholic beverages which individual has been convicted within the last five (5) years of a misdemeanor or other violation of any of the following: gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude.

(e) No license shall be issued under this Ordinance to any person who is not lawfully present in the United States or, if such person is not an individual, where the individual making the application on behalf of such person is not himself lawfully present in the United States.

(f) No license shall be issued under this Ordinance to any person who is not registered to use and is using the Federal Work Authorization Program, where required of such person by O.C.G.A § 36-60-6.

(g) No license application shall be considered by the Board of Commissioners for the issuance of a license for the operation of an establishment involving the distribution, sale, or consumption of alcoholic beverages where a similar application involving said license applicant or said establishment has been denied by the Board within the preceding twelve (12) months or where a license held by the said license applicant (whether for this or another establishment) or a license (whether held by said license applicant or by another licensee) for the said establishment has been revoked by the Board within the preceding twelve (12) months.

(h) No license shall be issued under this Ordinance for the retail sale at an establishment of any alcoholic beverages for consumption on the premises where sold where such establishment is licensed for retail sale of any alcoholic beverages for off premises consumption. Likewise, no license shall be issued under this Ordinance for the retail sale at an establishment of any alcoholic beverages for off premises consumption where such establishment is licensed for retail sale of any alcoholic beverages for consumption on the premises where sold.

#### Section 4-4. License Application.

Any person desiring to obtain a license from the County pursuant to this Ordinance shall submit an application therefor which shall contain the following information:

(a) The specific license being applied for.

(b) Full name of the applicant, including any aliases, trade names, or other names under which the applicant has been known or conducted business during the past three (3) years, and, in the case of a partnership, limited liability company, firm, association, corporation, or other non-natural person, the name of the individual or agent who shall be held responsible for compliance with the provisions of this Ordinance. In the event the applicant is a partnership, joint venture or firm, the names and addresses of all owners of the partnership, joint venture or firm shall be furnished. In the event the applicant is an association or corporation, the names and addresses of its principal officers, directors, and the three (3) stockholders owning the largest amounts of stock in the applicant entity shall be furnished. In the event the applicant is a limited liability company, the names and addresses of the three (3) members owning the largest amounts of ownership interest and of, if any, its managers and principal officers shall be furnished. In the event the applicant is any

other type of entity or non-natural person, the names and addresses of all the members of its governing body, officers and others having management, control, or dominion over such applicant shall be furnished.

(c) The complete mailing and location addresses of the applicant and the location address of the establishment at which the activity for which a license hereunder is being sought will be conducted. The applicant shall also submit with the application a copy of a valid deed showing that the applicant owns the property on which the establishment to be licensed is located or a copy of a valid lease showing that the applicant has a leasehold interest sufficient for the applicant to operate a business or enterprise at the property on which the establishment is to be located involving the sale, distribution and/or consumption of alcoholic beverages of the type and in the manner for which licensure is sought.

(d) The type of establishment to be operated and the category of alcoholic beverage related functions and activities to be conducted at such establishment.

(e) The name and location address of each of the nearest church building, school building, educational building, school grounds, and college campus, in each case to the property on which the establishment to be licensed is located.

(f) Whether or not the applicant, any person listed under subparagraph (b) above, or any employee in the applicant's establishment for which licensure is being sought has previously been refused a license (or a similar license from another jurisdiction). If the answer is in the affirmative, state the month and year of such refusal, the jurisdiction refusing the license, and the circumstances surrounding such refusal.

(g) Whether or not the applicant or any person named in subparagraph (b) above, having previously obtained a license (or a similar license from another jurisdiction), has had the same suspended or revoked. If the answer is in the affirmative, state the month and year of such suspension or revocation, the jurisdiction suspending or revoking the license, and the circumstances surrounding such suspension or revocation.

(h) Whether or not the applicant, or any person identified in subparagraph (b) above, or any employee in the applicant's establishment for which licensure is being sought has been convicted of a felony.

(i) Whether or not the applicant, or any person identified in subparagraph (b) above, or any employee in the applicant's establishment for which licensure is being sought has been convicted within the last five (5) years of a misdemeanor or other violations involving any of the following: gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude.

(j) Whether or not the establishment for which licensure is being sought has been licensed under this Ordinance (or any similar predecessor ordinance or resolution of the County regarding alcoholic beverages) during the past three (3) years and, if so, how the applicant has or will acquire the establishment or the business operated or to be operated thereat from the current or

prior licensee or owner and on what terms and conditions and, additionally, what familial, business, investment, debtor/creditor, or other relationship the applicant may have or have had during the past three (3) years with any such current or former licensee or owner, and in each case any person identified in subparagraph (b) above with respect thereto, of the establishment for which licensure is sought.

(k) A consent statement executed by the applicant that all necessary investigation reports on the applicant, any person identified in subparagraph (b) above, or any employees in the applicant's establishment for which licensure is being sought including, but not limited to, credit reports and reports from law enforcement agencies, may be obtained; that any information in such reports may be furnished to the licensor; and that applicant will be responsible for the cost thereof. If so requested by Licensor, applicant shall also obtain such consent forms therefore, as the case may be, from each person identified in subparagraph (b) above and each employee who will be employed in applicant's establishment for which licensure is being sought. Licensor may, at its option, require fingerprinting and/or photographs of applicant, each person identified in subparagraph (b) above, and each of applicant's such employees for the purposes of conducting its investigation with respect to application for an initial license or a license renewal.

(l) Prior to issuance or renewal of any license, event permit (pursuant to Section 7-2), or letter of authorization (pursuant to Section 7-5), as the case may be, the applicant therefore shall provide to the County with such application therefore: (i) in order to verify the applicant's (or the individual making the application on behalf of the applicant) lawful presence in the United States, the applicant shall submit the signed and sworn Affidavit required by O.C.G.A. § 50-36-1(e)(2) and at least one "secure and verifiable document" as defined in O.C.G.A. § 50-36-2(b)(3), and (ii) in order to verify the applicant's registration with and utilization of the Federal Work Authorization Program as defined in and required by O.C.G.A. § 36-60-6 that the applicant is authorized to use such Federal Work Authorization Program (or evidence that it is not required by O.C.G.A. § 36-60-6 to use such Program), the applicant shall submit the signed and sworn Affidavit required by O.C.G.A. § 36-60-6.

(m) The accuracy and completeness of the information, documents and statements contained in said application or submitted as a part thereof or supplementary thereto shall be sworn to by or on behalf of the applicant before a notary public or other person authorized to administer oaths.

(n) The applicant shall attach, with the application, certified funds in the amount of the Administrative Fee plus the annual license fee in the amounts set forth in Appendix A for the license for which application is being made.

(o) The applicant shall submit such further information as the County shall request having a reasonable relationship to the consideration of the desirability of the issuance to applicant of the license sought.

#### Section 4-5. Submission of Application; Payment of Fee with Application.

Applications for the license and accompanying Administrative Fee and annual license fee shall be submitted to the County Finance Director (or his or her designee). If an application is

denied by the Board of Commissioners, the license fee, less the Administrative Fee, shall be refunded to the applicant.

#### Section 4-6. Publication of Notice.

(a) Upon the filing of the application for a license for retail sale of distilled spirits for consumption off of the premises where sold, the County shall publish a notice in a newspaper of general circulation in the County once a week for two (2) weeks, setting forth that such application has been filed. Should such notice need to be republished for any reason not the fault of the County then the applicant shall pay an additional Administrative Fee to cover the cost of the County having to republish such notice.

(b) Upon the filing of the application for a license for retail sale of any alcoholic beverage by the drink for consumption on the premises where sold, the County shall publish a notice in a newspaper of general circulation in the County once a week for two (2) weeks, setting forth that such application has been filed and that a public hearing will be held by the Board on said matter at the location, date and time specified in such notice. Should such notice need to be republished for any reason not the fault of the County then the applicant shall pay an additional Administrative Fee to cover the cost of the County having to republish such notice. Such hearing shall be held within seven (7) days after the second publication of such notice. The Board shall, within seven (7) days of such hearing, grant or refuse the requested license.

#### Section 4-7. Considerations for License Grant.

In determining the question of the granting or refusal of the license applied for hereunder, the Board shall consider: the location of the establishment for which licensure is being sought; the uses of the property surrounding the property at which the establishment will be operated for which licensure is being sought; the current zoning of the property at which the establishment will be operated for which licensure is being sought; the integrity of the applicant, his business co-owners, directors and officers, and his employees at the establishment for which licensure is being sought; the criminal convictions, if any, of the applicant, his business co-owners, directors and officers, or his employees at the establishment for which licensure is being sought for the violation of any criminal statutes; the number of times in the past three (3) years licenses under this Ordinance have been issued for the establishment for which licensure is being sought; the violation(s), if any, of this Ordinance (or any similar predecessor ordinance or resolution of the County regarding alcoholic beverages) or the Georgia Alcoholic Beverage Code occurring at the establishment for which licensure is being sought during the past three (3) years; whether the applicant (or the individual making the application on behalf of the applicant) is lawfully present in the United States; whether the applicant is registered to use and is using the Federal Work Authorization Program; the bona fides and arm's length nature of the acquisition of the establishment for which licensure is being sought by applicant from the existing or prior owner and/or licensee of such establishment; and, the accuracy and completeness of the application and the information, documents and statements submitted as a part thereof or supplementary thereto, for the license applied for.

Section 4-8. License Duration; License Fee Proration; When Fee is Due.

Each license issued pursuant to this Ordinance shall automatically expire on December 31<sup>st</sup> of the year of its issuance, but may be renewed on an annual basis for each subsequent calendar year by making application for renewal to the County and paying the annual license fee. The license fee for an initial license shall be prorated as follows: the license fee for an initial license issued during the first calendar quarter of the calendar year shall be 100% of the annual license fee; the license fee for an initial license issued during the second calendar quarter of the calendar year shall be 75% of the annual license fee; the license fee for an initial license issued during the third calendar quarter of the calendar year shall be 50% of the annual license fee; and the license fee for an initial license issued during the fourth calendar quarter of the calendar year shall be 25% of the annual license fee. There shall be no proration of the Administrative Fee. There shall be no proration of the annual license fee paid for the renewal of a license. There will be a late fee if the current license, other than an initial license, is purchased after January 1. The late fee assessed shall be one percent (1%) per calendar month, or portion thereof, of the applicable annual license fee.

Section 4-9. Duties of Licensee.

As a condition subsequent to the granting of a license pursuant to this Ordinance and the possession and use thereof, compliance with the following provisions shall be mandatory:

(a) Licenses granted hereunder shall be prominently displayed in the licensee's establishment to which such license relates, and shall be, together with said establishment, subject to inspection at any time by the County or any law enforcement agency having jurisdiction of the location and activities of licensee's establishment.

(b) Licensee shall not employ in the operation of said establishment any person who has been convicted of a felony.

(c) Licensee shall not employ in the operation of said establishment any person who has been convicted within the last five (5) years of a misdemeanor or other offense involving any of the following: gambling, the Georgia Controlled Substances Act (or similar laws of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules or regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude.

(d) The sale, distribution, and on premises consumption of alcoholic beverages, as the case may be, at said establishment shall each be in compliance with the laws of the Georgia Alcoholic Beverage Act, as amended, O.C.G.A., Title 3, and the applicable rules and regulations promulgated by the Georgia Department of Revenue.

(e) The licensed establishment and its operation shall at all times comply with all applicable County ordinances and resolutions (including without limitation this Ordinance and the County's Noise Ordinance), together with all applicable State and federal laws, rules and regulations.

(f) Upon issuance or renewal of any license, event permit (pursuant to Section 7-2) or letter of authorization (pursuant to Section 7-5), as the case may be, during the term thereof the

licensee, or person to whom such event permit or letter of authorization is issued shall utilize the Federal Work Authorization Program as required by O.C.G.A. § 36-60-6.

(g) Licensee shall pay the annual license fee for renewal of such license for the immediately succeeding year before January 1 of such succeeding calendar year.

#### Section 4-10. Revocation.

(a) Failure of licensee to comply with any of the following provisions of this Section 4-10(a) shall be grounds for revocation of the license granted to licensee under this Ordinance.

- (1) Conviction of licensee, or of any owner, officer or director of the licensee, of a felony.
- (2) Conviction within the last five (5) years of licensee, or of any owner, officer or director of the licensee, of a misdemeanor or other violation involving any of the following: gambling, the Georgia Controlled Substance Act (or similar statutes of another jurisdiction), prostitution, sex offenses, adult entertainment laws, rules and regulations, alcohol control laws, rules or regulations, or offenses involving moral turpitude.
- (3) Failure of the licensee to be lawfully present in the United States.
- (4) Failure of the licensee or the licensed establishment to comply at all times with each of the requirements of Section 4-9.
- (5) A material misstatement or omission in the licensee's application or in the information and statements submitted as a part thereof or supplementary thereto.

(b) Upon information to the County concerning violation of any of the provisions outlined in Section 4-10(a), the Board shall serve notice upon licensee, by registered or certified mail addressed to licensee's establishment, requiring him to appear before the Board and show cause why his license should not be revoked. Such hearing shall not be held sooner than five (5) business days from the giving of such notice, and shall set forth with particularity the date, time and place of the hearing on said matter; such notice shall also state the alleged noncompliance which could, if sustained, result in revocation of licensee's license.

(c) Within five (5) business days of the hearing on such matter, the Board shall render a decision on the matter, notifying licensee in writing of its decision by registered or certified mail addressed to the licensee's establishment or by personally delivering the same to licensee. In the event of a revocation, no rebate shall be made of any portion of any license fee paid.

(d) After revocation of any license granted hereunder, no person formerly holding such license, shall operate an establishment for which a license is required by this Ordinance without again having obtained a valid license.

Section 4-11. Return of License Fee.

When a license applicant applies for and is issued an initial license and that applicant does not operate any establishment pursuant to the issued license, the license fee (but not the Administrative Fee) for such license may be returned to the applicant. (The annual license fee paid for a renewal of a license shall not be refundable.) All requests for such return must be made by the applicant in writing to the County's Finance Director within thirty (30) days of the date the license is issued.

To receive a return of the license fee, the applicant must not have used the license to conduct any business or activity allowed by the license whatsoever. The Board of Commissioners shall review each request for a license fee return and make a determination as to whether or not the license fee shall be returned. The Board of Commissioners may consider how long the license holder held the license, whether or not the license holder conducted any business or activity under the license, and whether or not the request for license fee return is timely filed.

Should the Board of Commissioners grant such request to return the license fee, such license thereupon shall then be null and void and, upon return to the Finance Director of the original such license, the license fee shall be refunded to the applicant.

Section 4-12. Report on State Taxes; Records of Delivery.

(a) Each licensee who is a wholesale dealer shall furnish monthly to the County in writing the amount of state alcoholic beverage taxes paid by each retailer and retail consumption dealer in the unincorporated area of the County to such wholesale dealer for all alcoholic beverages delivered to such retailer and retail consumption dealer by such wholesale dealer during each calendar month. Such report shall be made on forms promulgated by the County or at the discretion of the County, such report may be made in the form of duplicate copies of the wholesaler dealer's invoices. Such report shall be delivered to the Finance Director not later than the tenth (10<sup>th</sup>) day of each calendar month following the month of delivery of said alcoholic beverages by such wholesale dealer.

(b) Each licensee who is a wholesale dealer shall maintain for a period of at least twelve (12) months records of all deliveries of alcoholic beverages by such wholesale dealer to each retailer or retail consumption dealer in the unincorporated area of the County, which records shall include copies of the wholesaler dealer's invoices accompanying said deliveries. Each such wholesale dealer shall make available to the County all such records upon request.

**ARTICLE V. MALT BEVERAGE AND WINE.**

**Division 1. Retail Sale – Off Premises Consumption (Malt Beverages; Wine).**

Section 5-1. License Required.

(a) No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of malt beverages for consumption off of the premises where sold without having first obtained a license pursuant to this Ordinance for such sales.

(b) No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of wine for consumption off of the premises where sold without having first obtained a license pursuant to this Ordinance for such sales.

Section 5-2. Unbroken Packages to be Sold.

A license issued pursuant to this Ordinance for the retail sale of beer or wine for consumption off of the premises where sold shall authorize the licensee to sell such beer and wine only in the original and unbroken package or packages. Such license shall not permit the breaking of the package or packages on the premises where sold and shall not permit the consumption of the contents of the package or packages on the premises where sold.

**Division 2. Retail Sale – Consumption on Premises (Malt Beverages; Wine).**

Section 5-3. License Required.

(a) No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of malt beverages for consumption on the premises where sold without having first obtained a license pursuant to this Ordinance for such sales. Such license shall only authorize and permit the retail sale of malt beverages for consumption only by the drink and only on the premises where sold.

(b) No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of wine for consumption on the premises where sold without having first obtained a license pursuant to this Ordinance for such sales. Such license shall only authorize and permit the retail sale of wine for consumption only by the drink and only on the premises where sold.

**Division 3. Wholesalers (Malt Beverages; Wines).**

Section 5-4. License Required.

(a) No person shall engage in the distribution or sale at wholesale of malt beverages within the unincorporated areas of the County without having first obtained a license pursuant to this Ordinance for such distribution and sale.

(b) No person shall engage in the distribution or sale at wholesale of wine within the unincorporated areas of the County without having first obtained a license pursuant to this Ordinance for such distribution and sale.

**ARTICLE VI. DISTILLED SPIRITS.**

**Division 1. Retail Sale – Off Premises Consumption (Distilled Spirits).**

Section 6-1. License Required.

No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of distilled spirits for consumption off of the premises where sold without having first obtained a license pursuant to this Ordinance for such sales.

Section 6-2. Unbroken Packages to be Sold.

A license issued pursuant to this Ordinance for the retail sale of distilled spirits for consumption off of the premises where sold shall authorize the licensee to sell such distilled spirits only in the original and unbroken package or packages. Such license shall not permit the breaking of the package or packages on the premises where sold and shall not permit the consumption of the contents of the package or packages on the premises where sold.

**Division 2. Retail Sale – Consumption on Premises (Distilled Spirits).**

Section 6-3. License Required.

No person shall operate an establishment within the unincorporated areas of the County involving the retail sale of distilled spirits by the drink for consumption on the premises where sold without having first obtained a license pursuant to this Ordinance. Such license shall only authorize and shall only permit the retail sale of distilled spirits by the drink and then only for the consumption thereof on the premises where sold.

Section 6-4. Sales in Conjunction with Sales of Drugs and Pharmaceutical Supplies.

No license shall be granted to any person for the operation of, and it shall be unlawful to operate in the unincorporated portion of the County, any establishment involving the sale of distilled spirits by the drink for consumption on the premises where sold in any establishment or location involving the sale of drugs or pharmaceutical supplies.

**Division 3. Wholesalers (Distilled Spirits).**

Section 6-5. License Required.

No person shall engage within the unincorporated areas of the County in the distribution or sale at wholesale of distilled spirits without having first obtained a license pursuant to this Ordinance for such distribution and sale.

**ARTICLE VII. CATERED FUNCTIONS AND NON-PROFIT CHARITABLE AND CIVIC SPECIAL EVENTS.**

Section 7-1. Alcoholic Beverage Catering License.

(a) Any licensed alcoholic beverage caterer who additionally holds a valid license from the County to sell alcoholic beverages at retail for consumption on or off of the premises where sold may be issued by the County an alcoholic beverage catering license which authorizes such licensed alcoholic beverage caterer to sell within the unincorporated area of the County such alcoholic beverages (but only the types of alcoholic beverages which its such license(s) to sell at retail otherwise permits) by the drink for consumption off premises and in connection with an authorized catered function as provided in O.C.G.A. § 3-11-3 and pursuant to an event permit as provided in Section 7-2 of this Ordinance.

(b) A licensed alcoholic beverage caterer who desires an alcoholic beverage catering license from the County shall submit an application for such license pursuant to Article IV of this Ordinance.

(c) Each licensed alcoholic beverage caterer issued an alcoholic beverage catering license by the County shall pay the County an annual license fee per calendar year in the amount set forth on Appendix A.

(d) Any alcoholic beverage catering license issued hereunder shall automatically expire on December 31<sup>st</sup> of the year of its issuance but may be renewed on an annual basis for each subsequent calendar year by making application for renewal to the County and paying the annual license fee.

(e) A licensed alcoholic beverage caterer may sell pursuant to its alcoholic beverage catering license only such alcoholic beverages as are authorized by such license and then only in conjunction with and pursuant to a valid event permit from the County.

Section 7-2. Event Permit.

(a) In order to distribute or sell distilled spirits, malt beverages, or wine at an authorized catered function in unincorporated Lowndes County, a licensed alcoholic beverage caterer shall obtain from the County an event permit as required by O.C.G.A. § 3-11-3. The application for the event permit shall be made to the County Manager or his designee. Such application shall include the name of the licensed alcoholic beverage caterer; the date, location address, and specific times of the event; and be accompanied by a copy of the applicant's alcoholic beverage catering license. The applicant shall submit with the application for each event permit the Affidavits and other documents required by Section 4-4(l).

(b) Any licensed alcoholic beverage caterer whose alcoholic beverage catering license is issued by the County shall pay the County an event permit fee in the amount set forth in Appendix A for each event permit issued by the County. Any licensed alcoholic beverage caterer whose alcoholic beverage catering license is issued by a municipality or another county in Georgia shall pay the County an event permit fee of \$50 for each event permit issued by the County.

(c) The original of the event permit shall be kept in the vehicle transporting the alcoholic beverages to the authorized catered function.

(d) It is unlawful for a licensed alcoholic beverage caterer to distribute or sell alcoholic beverages off premises in unincorporated Lowndes County except in connection with an authorized catered function within the scope of the event permit required by and issued pursuant to this Ordinance.

(e) The event permit required by this Ordinance will be valid only for the authorized catered function for which it was issued. The licensed alcoholic beverage caterer shall apply for and be issued a separate event permit for each authorized catered function.

(f) Event permits required by this Ordinance shall be issued on behalf of Lowndes County by the County Manager or his designee.

#### Section 7-3. Restrictions.

(a) It shall be unlawful for any licensed alcoholic beverage caterer to employ any individual under the age of twenty-one (21) to dispense, sell or handle alcoholic beverages at an authorized catered function in unincorporated Lowndes County.

(b) It shall be unlawful for any licensed alcoholic beverage caterer to distribute or sell alcoholic beverages during any hours in which the sale at retail of such alcoholic beverages by the drink for consumption on the premises is not permitted in unincorporated Lowndes County.

#### Section 7-4. Food Caterers.

It shall be unlawful for any food caterer to distribute or sell distilled spirits, malt beverages, or wine within unincorporated Lowndes County off of the premises of the food caterer's business without an alcoholic beverage catering license.

#### Section 7-5. Nonprofit Civic Organizations.

A bona fide nonprofit civic organization desiring to sell or distribute alcoholic beverages at a special event within unincorporated Lowndes County shall apply to Lowndes County for a letter of authorization for the event. The applicant shall submit with the application for such letter of authorization the Affidavits and other documents required by Section 4.4(1). Upon obtaining such letter of authorization, such applicant must then apply for and obtain a permit from the Georgia Department of Revenue authorizing the organization to sell or distribute alcoholic beverages by the drink for consumption only on the premises of the event, or to sell wine at retail for off-premises consumption, or both, for a period not to exceed three days. No more than six (6) such letters of authorization may be issued to an organization in any one calendar year pursuant to this Section. Upon obtaining such letter of authorization from the County and such Department of Revenue permit, the organization may sell or distribute alcoholic beverages by the drink for consumption only on the premises of the event, or may sell wine at retail for off-premises consumption, or both, in unincorporated Lowndes County, only at the location and for the period provided for in such letter of authorization and Department of Revenue permit, and only in accordance with the other terms, conditions and restrictions in and governing such letter of authorization and Department of

Revenue permit. Letters of authorization required by this Section shall be issued on behalf of the County by the County Manager or his designee. Such letters of authorization shall be valid only for the place or location specified therein and shall authorize such sale and distribution of alcoholic beverages only during the hours in which the sale at retail of such alcoholic beverages by the drink for consumption on the premises where sold is otherwise permitted in unincorporated Lowndes County.

## **ARTICLE VIII. BROWNBAGGING.**

### Section 8-1. Brownbagging Prohibited

Except as permitted by this Article, brownbagging and allowing, facilitating, permitting, or participating in brownbagging is unlawful and prohibited.

### Section 8-2. Operation of a Brownbagging Establishment Prohibited.

Except as permitted by this Article, operating or allowing, facilitating, permitting, or participating in the operation of a brownbagging establishment is unlawful and prohibited.

### Section 8-3. Private Residences.

Notwithstanding the other provisions of this Ordinance, brownbagging and allowing, facilitating, permitting, or participating in brownbagging shall not be unlawful or prohibited at private residences.

### Section 8-4. When Brownbagging Not Prohibited.

(a) Notwithstanding the other provisions of this Ordinance, but only during the times that it is lawful within the unincorporated areas of Lowndes County for a licensee to sell alcoholic beverages at retail for consumption on the premises where sold, brownbagging and allowing, facilitating, permitting, or participating in brownbagging shall not be unlawful or prohibited at:

- (1) private events held on an occasional basis; *or*
- (2) events of bona fide nonprofit civic organization (which for purposes of this Article shall include only those which are charitable, civic, religious, educational, artistic, theatrical, fraternal, or veterans' organizations).

(b) Notwithstanding the other provisions of this Ordinance, but only during the times that it is lawful within the unincorporated areas of Lowndes County for a licensee to sell alcoholic beverages at retail for consumption on the premises where sold, a brownbagging establishment shall not include all or any portion of a business, commercial establishment, or other facility or location at which is then occurring:

- (1) a private event held on an occasional basis; *or*

- (2) an event of a bona fide nonprofit civic organization (which for purposes of this Article shall include only those which are charitable, civic, religious, educational, artistic, theatrical, fraternal, or veterans' organizations).

**ARTICLE IX. DAYS AND HOURS OF SALES; ESTABLISHMENT'S AREAS OF SALE**

**Section 9-1. Hours of Sale by Retailers and Retail Consumption Dealers; Sunday Sales.**

(a) The retail sale of alcoholic beverages in unbroken containers or packages for consumption off of the premises where sold, at an establishment otherwise licensed for such sales, is authorized twenty-four (24) hours a day, except on Sundays when such sales are permitted only during the times provided in Section 9-1(e). Such Sunday sales by otherwise licensed retail consumption dealers shall only be permitted pursuant to a Retail Dealer – Off Premises Consumption (Sunday Sales) license issued pursuant to this Ordinance.

(b) The retail sale of alcoholic beverages for consumption on the premises where sold is prohibited between 1:55 a.m. and 7:00 a.m. and all day on Sunday, local time, except as provided in Section 9-1(c) and (d).

(c) The retail sale of alcoholic beverages for consumption on the premises where sold, at an establishment otherwise licensed for such sales, is authorized from 11:55 p.m. on Saturday until 1:55 a.m. on the immediately following Sunday, in each case according to the local time in effect at the time the sale is made, in the unincorporated areas of Lowndes County.

(d) The retail sale of alcoholic beverages for consumption on the premises where sold, at an establishment otherwise licensed for such sales, is authorized on Sundays from 12:30 p.m. until 12:00 midnight, in each case according to the local time in effect at the time the sale is made, in the unincorporated areas of Lowndes County at an establishment otherwise licensed for such sales which derives at such establishment at least 50 percent of its total annual gross sales from the sale of prepared food or food in all of the combined retail outlets of the individual establishment where food is served and also at an establishment otherwise licensed for such sales which derives at least 50 percent of its total annual gross income from the rental of rooms for overnight lodging. For the avoidance of doubt, "gross sales from the sale of prepared food or food in all of the combined retail outlets of the individual establishment where is food is served" and "gross income from the rental of rooms for overnight lodging" shall not include gross sales or gross income from any so-called coverage charge, admission or event fee, or similar fees or charges. A separate Retail Dealer – Consumption on Premises (Sunday Sales) license issued pursuant to this Ordinance shall be required for such Sunday sales.

(e) The retail sale of alcohol beverages in unbroken containers or packages for consumption off of the premises where sold, at an establishment otherwise licensed for such sales, is authorized on Sundays from 12:30 pm until 11:30 pm, in each case according to the local time in effect at the time the sale is made, in unincorporated areas of Lowndes County at an establishment otherwise licensed for such sales. A separate Retail Dealer – Off Premises Consumption (Sunday Sales) license issued pursuant to this Ordinance shall be required for such Sunday Sales.

## Section 9-2. Sales During Elections.

Pursuant to the delegation of authority granted to the Board of Commissioners by O.C.G.A. § 3-3-20(b)(2)(B), the wholesale or retail sale or distribution of alcoholic beverages pursuant to a license issued pursuant to this Ordinance and otherwise in compliance with the requirements of this Ordinance shall be lawful during the polling hours of any election. However, no person shall sell alcoholic beverages within two hundred fifty (250) feet of any polling place or of the outer edge of any building within which such polling place is established on primary or election days during such time as the polls are open.

## Section 9-3. Wholesaler Hours of Sale.

The wholesale trade in alcoholic beverages in the unincorporated areas of the County by wholesalers, otherwise licensed for and as such under this Ordinance, is allowed twenty-four (24) hours a day, except on Sundays when such sales are prohibited by O.C.G.A. § 3-3-20(a).

## Section 9-4. Establishment's Areas of Sale.

(a) Retail consumption dealers licensed for on premises consumption of any alcoholic beverages shall not knowingly allow or permit patrons of the licensed establishment to remain inside the licensed establishment where such alcoholic beverages are sold during times that the licensed establishment is not authorized or permitted to operate the licensed activity or during times that the licensed establishment is not otherwise open for business.

(b) Retail consumption dealers licensed for on premises consumption of any alcoholic beverages shall not knowingly allow or permit patrons of the licensed establishment or other persons to remain on the outside portions of the licensed establishment (including its parking lots(s) and other outdoor areas) where such alcoholic beverages are sold where such patron or other person is then currently possessing, selling, distributing, or consuming any alcoholic beverages.

(c) Retail dealers shall only sell and distribute, and retail consumption dealers shall only sell, distribute, and permit consumption of, alcoholic beverages at the licensed establishment in public areas of the establishment generally open and available to all patrons of such establishment. Provided, however, that private events (as defined in this Ordinance) shall be permitted in entire buildings, rooms, halls or areas, indoors or out of doors, in each case generally available for private events at the establishment of a retail consumption dealer.

(d) Establishments licensed for retail sale of any alcoholic beverages for consumption on the premises which establishment has any patio, deck or similar outdoor areas for the sale and consumption of alcoholic beverages by its patrons shall cause such outdoor areas to be constructed in a manner which prevents non-emergency entry or exit by patrons or other persons to such outdoor area except through an entryway connecting such outdoor area directly with the general public indoor areas of such establishment and, further, shall not knowingly allow or permit non-emergency entry or exit to such outdoor areas except through such entry way connecting such outdoor areas with such establishment's general public indoor areas.

**ARTICLE X. HOSTING PROHIBITED OF GATHERINGS WHERE THE UNLAWFUL POSSESSION OF ALCOHOL BY MINORS OCCURS**

Section 10-1. Prohibition.

No adult having control or supervision of any residence or premises (including a motel or hotel room, home, yard, apartment, condominium, or other dwelling unit, or a hall or meeting room or other place of assembly, whether occupied on a temporary or permanent basis, whether occupied as a dwelling or specifically for social functions and whether owned, leased, rented or used with or without compensation) shall cause or permit a social host party, gathering, or event to take place or continue at such residence or premises, if:

(a) At such social host party, gathering, or event any minor obtains, possesses, or consumes any alcoholic beverage;

(b) The adult knows or reasonably should know that a minor will or does possess any alcoholic beverage in violation of O.C.G.A. § 3-3-23 at such social host party, gathering, or event; and

(c) The adult fails to take reasonable steps to prevent such possession of the alcoholic beverage by such minor in violation of O.C.G.A. § 3-3-23.

Section 10-2. Protected Activities.

This Article shall not apply to the following:

(a) Legally protected religious activities;

(b) Conduct involving the use of alcoholic beverages for medical purposes by a minor pursuant to a prescription of a physician duly authorized to practice medicine in this State; and

(c) Conduct involving possession of alcoholic beverages for consumption by a minor when the parent or guardian of such minor gives the alcoholic beverage to such minor and when possession is in the home of the parent or guardian and such parent or guardian is present.

Section 10-3. Prima Facie Evidence.

Whenever an adult having control or supervision of the residence or premises is present at that residence or premises at the time a social host party, gathering, or event is taking place and a minor or minors obtains, possesses, or consumes any alcoholic beverage at such social host party, gathering, or event, it shall be prima facie evidence that such adult had the knowledge or should have had the knowledge, that the minor or minors obtained, possessed, or consumed an alcoholic beverage at such social host party, gathering, or event.

**ARTICLE XI. PENALTIES.**

In addition to the other provisions of this Ordinance, violations of this Ordinance may be cited to the Lowndes County Magistrate Court which may impose penalties for such violations in accordance with the provisions of O.C.G.A. Article 4, Chapter 10, Title 15 governing violations of county ordinances.

**ARTICLE XII. SEVERABILITY.**

If any paragraph, subparagraph, sentence, clause, phrase or any provisions, part or portion of this Ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, or if any paragraph, subparagraph, sentence, clause, phrase or any provisions, part or portion of this Ordinance as applied to any particular situation or set of circumstances be declared invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed to affect the portions of this Ordinance not so held to be invalid or unconstitutional, or the application of this Ordinance or other circumstances not so held to be invalid or unconstitutional. It is hereby declared to be the intent of the Board of Commissioners to provide for separable and devisable parts and the Board of Commissioners does hereby readopt any and all parts hereof as may not be held invalid for any reason.

**ARTICLE XIII. APPLICABILITY OF DISTANCE PROVISIONS.**

The distance provisions in Section 4-3(b) of this Ordinance shall not apply to any licensee to which a license was granted or renewed pursuant to the 2012 Ordinance. Nor shall the distance provisions in Section 4-3(b) of this Ordinance apply to any transferee of an establishment from any such licensee or to any subsequent transferee therefrom. The distance provisions in Section 4-3(b) of the 2012 Ordinance shall apply to such licensees and transferees.

**ARTICLE XIV. REPEALER.**

All ordinances or parts of ordinances, or resolutions or parts of resolutions, in conflict herewith shall be, and the same are, repealed.

**ARTICLE XV. EFFECTIVE DATE.**

This Ordinance shall be deemed effective upon adoption.

It is so ordained, this 23rd day of June 2026.

BOARD OF COMMISSIONERS OF LOWNDES COUNTY:

BY: \_\_\_\_\_  
Bill Slaughter, Chairman

ATTEST: \_\_\_\_\_  
Belinda C. Lovern, Clerk

**APPENDIX A**  
**FEES AND CHARGES**

1. Alcoholic beverage license fees shall be as follows:

<u>License</u>	<u>Annual Fee</u>
(a) Retail Dealer – Off Premises Consumption (Malt Beverages)	\$500.00
(b) Retail Dealer – Off Premises Consumption (Wine)	\$500.00
(c) Retail Dealer – Off Premises Consumption (Distilled Spirits)	\$1,075.00
(d) Retail Dealer – Off Premises Consumption (Sunday Sales)	\$250.00
(e) Retail Consumption Dealer – Consumption on Premises (Malt Beverages)	\$675.00
(f) Retail Consumption Dealer – Consumption on Premises (Wine)	\$675.00
(g) Retail Consumption Dealer – Consumption on Premises (Distilled Spirits)	\$3,200.00
(h) Retail Consumption Dealer –Consumption on Premises (Sunday Sales)	\$250.00
(i) Wholesaler – Malt Beverages with warehousing in Lowndes County	\$300.00
(j) Wholesaler – Malt Beverages without warehousing in Lowndes County	\$100.00
(k) Wholesaler – Wine with warehousing in Lowndes County	\$300.00
(l) Wholesaler – Wine without warehousing in Lowndes County	\$100.00
(m) Wholesaler – Distilled Spirits with warehousing in Lowndes County	\$500.00

(n) Wholesaler – Distilled Spirits without warehousing  
in Lowndes County \$100.00

(o) Alcoholic Beverage Catering License \$250.00

See Section 4-8 regarding proration of license fees for initial licenses.

2. Event Permit (issued to alcoholic beverage caterer  
licensed by the County) \$50.00

3. Event Permit (issued to alcoholic beverage caterer  
licensed by a municipality or county in Georgia  
other than the County) \$50.00  
[see Section 7-2(b) and  
O.C.G.A. § 3-11-3(1)]

4. Administrative Fee \$150.00