

***SPECIAL CALLED AGENDA
Camden County Board of Commissioners
Government Services Building, (Courthouse Square)
200 East 4th Street, 2nd Floor, Room 252,
Commissioners' Meeting Chambers
Woodbine, Georgia
Tuesday, January 5, 2016***

Convene Special Called Meeting at 5:30 PM

Reorganization of Board of County Commissioners – 2016

1. Pass the Gavel to the County Attorney
2. Election of Chair
3. Pass the Gavel to the Chair
4. Election of Vice-Chair
5. [Re-appoint and re-affirm existing employment contract of the County Administrator and the County Attorney](#)
6. [Re-affirm all existing long term County contracts](#)

Adjourn Special Called Meeting

**SECOND
ADDENDUM
TO
AGREEMENT**

THIS SECOND ADDENDUM TO AGREEMENT, made and entered into this 6th day of October 2015, by and between CAMDEN COUNTY, a political subdivision of the State of Georgia, by and through the CAMDEN COUNTY BOARD OF COMMISSIONERS, hereinafter known as the "COUNTY", as the First Party, and STEVE L. HOWARD, hereinafter known as the "EMPLOYEE", as the Second Party.

WHEREAS the COUNTY did on August 5, 2008 retain the professional services of EMPLOYEE to provide professional managerial services and leadership as the COUNTY ADMINISTRATOR OF CAMDEN COUNTY, GEORGIA as envisioned by the Camden County Charter, having been lawfully amended to authorize the COUNTY to contract with an Administrator under the Home Rule provision of the Georgia Constitution, Chapter 2-59 of the Georgia Code, Annotated; and

WHEREAS the COUNTY did contract with EMPLOYEE to serve as the County Administrator of Camden County, Georgia pursuant to the terms and conditions as mutually agreed in that certain AGREEMENT between the parties hereto dated August 5, 2008 as amended in the ADDENDUM TO AGREEMENT on December 11, 2012 ; and

WHEREAS this SECOND ADDENDUM TO AGREEMENT is executed by the Parties hereto with the purpose to amend that certain AGREEMENT entered between the COUNTY and the EMPLOYEE dated August 5, 2008 and the ADDENDUM TO AGREEMENT dated December 11, 2012 with said documents having been spread upon the OFFICIAL MINUTES OF CAMDEN COUNTY, GEORGIA by the Camden County Board of Commissioners while seated in a lawfully scheduled meeting; and

WHEREAS the parties by mutual consent did exercise the automatic renewal clauses whereby EMPLOYEE has continued his contracted professional services as the COUNTY ADMINISTRATOR, and is currently serving in said position as of the date of this SECOND ADDENDUM TO AGREEMENT; and

WHEREAS the COUNTY and EMPLOYEE desires to continue their professional services agreement pursuant to the mutually agreed terms and condition as set forth the AGREEMENT and as amended herein by this SECOND ADDENDUM TO AGREEMENT; and

WHEREAS the COUNTY and EMPLOYEE desires to continue the mutually professional services agreement beyond the renewed term as contained in the SECOND ADDENDUM TO AGREEMENT dated December 11, 2012; and

WHEREAS EMPLOYEE desires to serve in the employment of the COUNTY as The County Administrator of Camden County, Georgia.

WHEREAS the COUNTY and EMPLOYEE desires to amend certain provisions and conditions of the original AGREEMENT dated August 31, 2008, the ADDENDUM TO AGREEMENT dated December 11, 2012, and those certain provisions and conditions not herein

amended shall remain in full force and effect for the term as established in this SECOND ADDENDUM TO AGREEMENT.

NOW THEREFORE, in consideration of these presents and of mutual covenants herein contained, the COUNTY and EMPLOYEE hereby agrees to amend that certain AGREEMENT entered between the COUNTY and EMPLOYEE on August 5, 2008 and the ADDENDUM TO AGREEMENT dated December 11, 2012 as follows, to-wit:

WITNESSETH:

AMEND SECTION 3: TERM

Paragraph (a)

The term of this ADDENDUM TO AGREEMENT shall be for the period starting on the 6th day of October 2015 and continue in effect through the 5th day of October 2020. Employee agrees to remain in the employment as the County Administrator of Camden County until the 5th day of October 2020 or longer pursuant to the automatic renewal as stated in this paragraph, unless terminated pursuant to the terms of the AGREEMENT entered between the parties hereto dated August 5, 2008 as provided in SECTION 3: TERM, paragraph (b) and SECTION 4: TERMINATION and SEVERANCE PAY, paragraphs (a), (b), and (c). This Agreement may by mutual consent be automatically renewed on or before the October 5th, 2020 for a minimum of a two (2) year term unless EMPLOYEE is provided a written notice by the COUNTY that the automatic renewal provision shall not be exercised by COUNTY; or EMPLOYEE receives a notice of termination of the agreement; said notice of non-renewal or notice of termination shall require an affirmative "VOTE TO NOT RENEW AGREEMENT" or an affirmative "VOTE TO TERMINATE AGREEMENT" by a yes vote by FOUR (4) members of the Camden County Board of Commissioners seated in a lawful assembly and spread upon the OFFICIAL MINUTES OF THE COUNTY, notice is to be delivered as least twelve (12) months prior to the expiration date of this SECOND ADDENDUM TO AGREEMENT.

In the event the AGREEMENT with the ADDENDUM TO AGREEMENT is not renewed, all compensation, benefits and requirements of the AGREEMENT and SECOND ADDENDUM TO AGREEMENT shall remain in effect until the expiration of the term of the AGREEMENT as modified by this SECOND ADDENDUM TO AGREEMENT. Paragraph (b) of SECTION 3; TERM, of the AGREEMENT, shall remain in full force and effect and is not modified by this ADDENDUM TO AGREEMENT.

AMEND SECTION 4: TERMINATION and SEVERANCE PAY

Paragraph (a) of SECTION 4: TERMINATION and SEVERANCE PAY, of the AGREEMENT dated August 5, 2008 is deleted as stated and shall hereinafter state as follows:

In the event Employee is terminated by the County, without JUST CAUSE, or that the Commission fails or refuses to provide adequate funding for the Employee's position in any fiscal year, and during such time that Employee is willing and able to perform the duties as Administrator, then, upon the happening of that event, the County agrees to pay severance pay during the first sixty (60) months of employment based on the schedule set out below. Employee

shall receive no severance for any reason after the sixtieth (60) month of employment, no matter what the reason for his separation of employment with the County.

Provided Employee qualifies for severance, said severance shall be determined based on the following schedule:

(i) If termination occurs in the first twenty-four (24) months of this contract, Employee shall be paid a sum equal to one year's salary based on Employee's salary at the time of termination;

(ii) If termination occurs between twenty-five (25) and thirty-six (36) months of employment, Employee shall be paid a sum equal to nine (9) months salary based on Employee's salary at the time of termination;

(iii) If termination occurs between thirty-seven (37) and forty-eight (48) months of employment, Employee shall be paid a sum equal to six (6) months salary based on Employee's salary at the time of termination.

(iv) If termination occurs between forty-nine (49) and sixty (60) months of employment, Employee shall be paid a sum equal to three (3) months salary based on Employee's salary at the time of termination.

AMEND SECTION 5: SALARY and BENEFITS

SECTION 5: SALARY and BENEFITS of the ADDENDUM TO AGREEMENT dated December 11, 2012 are deleted as stated and shall hereinafter state as follows:

COUNTY agrees to compensate EMPLOYEE and EMPLOYEE agrees to accept \$168,388.64 (One Hundred Sixty-Eight Thousand Three Hundred Eighty-Eight and 64/100ths Dollars) annual base salary as compensation for EMPLOYEE'S services rendered pursuant to the terms, conditions and provisions of the AGREEMENT dated August 5, 2008 and as herein amended by this SECOND ADDENDUM TO AGREEMENT Said annual base compensation shall be effective of the date of the approval of this SECOND ADDENDUM TO AGREEMENT by the parties hereto and shall be paid in the next payroll cycle of COUNTY.

EMPLOYEE shall be evaluated on job performance on an annual basis starting on August 31, 2016 and continue on each and every August 31st thereafter for the term of the AGREEMENT as amended by this SECOND ADDENDUM TO AGREEMENT and as further defined in SECTION 13: PERFORMANCE EVALUATION of the AGREEMENT. The Board of Commissioners may award additional compensation for performance increases to EMPLOYEE's base salary conditioned on the outcome of the performance evaluation.

EMPLOYEE shall receive any and all compensation (salary and benefits) increases as any other employee of the COUNTY as provided for in the annual budgeting process.

EMPLOYEE shall earn vacation and sick leave pursuant to SECTION 11: VACATION AND SICK LEAVE of the AGREEMENT dated August 5, 2008 which is incorporated herein by reference. Employee is authorized to have a maximum annual carryforward of 520 hours of

vacation leave. Upon separation of employment employee shall be paid all unused vacation accrual.

EMPLOYEE shall be enrolled and shall remain enrolled in the COUNTY's Retirement Plans and the COUNTY'S Health Insurance Coverage as envisioned by the CAMDEN COUNTY PERSONNEL POLICY and annual budget.

COUNTY shall continue to contribute for EMPLOYEE an additional monetary amount equal to fifteen (15%) percent of EMPLOYEE'S BASE SALARY into an Executive 401-A Plan.

COUNTY shall provide EMPLOYEE an updated county cell phone or other updated electronic communication devices.

**NON-AMENDED SECTIONS OF THE AGREEMENT DATED AUGUST 5, 2008 and
NON-AMENDED SECTIONS OF THE ADDENDUM TO AGREEMENT DATED
DECEMBER 11, 2012**

This SECOND ADDENDUM TO AGREEMENT which modifies that certain AGREEMENT having been entered by the parties hereto on August 5, 2008 shall not modify the following Sections of the AGREEMENT unless provided herein. This SECOND ADDENDUM TO AGREEMENT which modifies that certain ADDENDUM TO AGREEMENT dated December 11, 2013 shall not modify the following Sections of the ADDENDUM TO AGREEMENT unless provided herein.

The following SECTIONS of the AGREEMENT dated August 5, 2008 are not amended and shall remain in full force and effect as provided in the AGREEMENT and shall be binding on the COUNTY and EMPLOYEE as provided herein and by law. The following un-amended SECTIONS of the AGREEMENT are incorporated herein and made a part of this ADDENDUM TO AGREEMENT for any and all purposes as provided by law:

SECTION 1: DUTIES: (not amended); SECTION 2: STAFF (not amended); SECTION 3: TERM: Paragraph (b) (not amended); SECTION 4: TERMINATION and SEVERANCE PAY: Paragraphs (b) – (e) (not amended); SECTION 8: DUES and SUBSCRIPTIONS: (not amended); SECTION 9: PROFESSIONAL DEVELOPMENT: (not amended); SECTION 10: GENERAL EXPENSES: (not amended); SECTION 11: VACATION and SICK LEAVE: (not amended); SECTION 12: RESIDENCE: (not amended); SECTION 13: PERFORMANCE EVALUATION: (not amended); SECTION 14: OTHER TERMS and CONDITIONS OF EMPLOYMENT (not amended); SECTION 15: INDEMNIFICATION OF EMPLOYEE and BONDING: (not amended); SECTION 16: GENERAL PROVISIONS: (not amended).

The following SECTIONS of the ADDENDUM TO AGREEMENT dated December 11, 2012 are not amended and shall remain in full force and effect as provided in the AGREEMENT and shall be binding on the COUNTY and EMPLOYEE as provided herein and by law. The following un-amended SECTIONS of the ADDENDUM TO AGREEMENT are incorporated herein and made a part of this ADDENDUM TO AGREEMENT for any and all purposes as provided by law:

AMENDED SECTION 6: HOURS OF WORK (not amended); AMENDED SECTION
7: AUTOMOBILE-EMPLOYER PROVIDED VEHICLE (not amended).

//////////////////////////////////LAST ENTRY//////////////////////////////////
SIGNATURE PAGE FOLLOWS NEXT PAGE:

SIGNATURE PAGE TO SECOND ADDENDUM TO AGREEMENT
AMENDING
AGREEMENT dated August 5, 2008

IN WITNESS WHEREOF, the COUNTY's authorized representative and EMPLOYEE have hereto agreed as to the terms, conditions and provisions as stated herein and each having executed this SECOND ADDENDUM TO AGREEMENT which modifies that certain AGREEMENT entered between the parties hereto dated August 5, 2008 execute this SECOND ADDENDUM TO AGREEMENT on the day and year first above written.

CAMDEN COUNTY BOARD OF COMMISSIONERS

By: *Jimmy Starline* Date Executed: 10/6/15
JIMMY STARLINE, CHAIRMAN

ATTEST:

Chuck Clark Date Executed: 10/6/15
BY: CHUCK CLARK, VICE CHAIRMAN

Signed, sealed and delivered on in the presence of:

Kathryn Bishop
BY: KATHRYN BISHOP, COUNTY CLERK

APPROVED AND ACCEPTED BY:

Steve L. Howard Date Executed: 10/6/15
STEVE L. HOWARD, COUNTY ADMINISTRATOR

Signed, sealed and delivered on
This 6th day of October, 2015
In the presence of:

Shannon B. Nettles
Notary Public-State of Georgia



My Commission Expires: _____

COUNTY CLERK'S ATTESTATION ON NEXT PAGE:

COUNTY CLERK'S ATTESTATION OF ADDENDUM TO AGREEMENT

Approved and adopted this 6th day of October 2015, by the Camden County Board of Commissioners in a lawfully scheduled meeting. The adopted and approved this SECOND ADDENDUM TO AGREEMENT of that certain AGREEMENT dated August 5, 2008 shall be spread upon the OFFICIAL MINUTES OF CAMDEN COUNTY, GEORGIA as provided by the Camden County Charter and any other necessary laws.

THIS 6th DAY OF October 2015.



BY: KATHRYN BISHOP, COUNTY CLERK OF CAMDEN COUNTY, GEORGIA

COUNTY SEAL:

MEMORANDUM

TO: Steve Howard
John Myers

FROM: Brad Carver

DATE: July 2, 2015

SUBJECT: Binding long term contracts for municipal governments

CLIENT/MATTER: Camden County. Board of Commissioners – Steven Howard Contract Addendum

Question Presented

Under Georgia law, may a county commission bind a future county commission in an employment agreement for the position of County Administrator?

Short Answer

Yes. Although Georgia law disfavors one county commission from binding another county indefinitely, municipal contracts can extend beyond a commission's term for a reasonable time. The terms of an employment agreement, including severance pay, that continue into a new term must be reasonable.

Facts

The Camden Board of County Commissioners desires to enter into a multi-year contract with the County Administrator that would extend beyond the term of the existing Board. The employment agreement also contemplates a severance package for the County Administrator which would compensate the County Administrator in the event of early termination, and the value of the severance pay would decline each year over the life of the contract.

Discussion

The Camden County Board of Commissioners may enter into an employment agreement for a reasonable period that extends beyond the term of the current commission. Although the law is unclear about the definition of reasonable time, a term of five years was not overturned for having lasted too long. The severance package is also an appropriate provision.

Binding municipal contracts. O.C.G.A. § 36-30-3(a) prohibits one municipality from binding by ordinance its successors. A municipality may not do by contract what it cannot do via ordinance. Screws v. City of Atlanta, 189 Ga. 839, 8 S.E.2d 16 (1940). O.C.G.A. § 36-30-3(a) does provide some exceptions to this ban on binding future successor municipal governments,

and there are four questions to consider when determining whether a municipal contract is subject to the statutory prohibition against binding successor councils: (1) is the contract governmental in nature and hence subject to the prohibition, or proprietary and hence not subject to the prohibition; (2) if governmental in nature, is the contract subject to an exception; (3) if not, is the contract subject to ratification and has it been ratified; (4) if not, is the municipality estopped from relying on the statutory prohibition. Unified Gov't of Athens-Clarke Cnty. v. Stiles Apartments, Inc., 295 Ga. 829, 764 S.E.2d 403 (2014). Contracts that it is not allowed to do are called *ultra vires* contracts and are an "absolute nullity" under Georgia law, meaning the contract never existed. See R. Perry Sentell, Jr., *Studies in Local Government Law*, 3rd Ed. (1977), at 543.

Case law does not provide a uniform delineation of "governmental in nature" as opposed to "proprietary." Brown v. City of E. Point, 152 Ga. App. 801, 802, 264 S.E.2d 267, 268 (1979) aff'd, 246 Ga. 144, 268 S.E.2d 912 (1980). On its face, the hiring of a government employee appears "governmental in nature" as opposed to the non-governmental functions of operating utility companies. See City of Moultrie, 194 Ga. 699, 702, 22 S.E.2d 592, 594 (1942). Hiring a County Administrator to perform official government functions is not similar to the operation of electric light and water plants because it is not the "operation of a business" even if quasi-public. Huey v. City of Atlanta, 8 Ga. App. 597, 70 S.E. 71, 72 (1911) (holding the city liable in negligence and not engaged in a governmental function when operation light and electric plants).

Contracts with government employees do not meet any express statutory exception to the ban on binding future municipalities. City of McDonough v. Campbell, 289 Ga. 216, 710 S.E.2d 537 (2011) (holding a contract between a city and city's chief building inspector did not fall within exception to statutory prohibition against binding successor councils).

The agreement at issue is an employment agreement for a government employee, which squarely falls in the definition of "governmental function," but does not fall within any recognized statutory exception.

Five years as "reasonable time." In spite of the seemingly straightforward prohibition on binding future county commissions via contract, Georgia case law developed to allow for a municipality to bind future iterations for a "reasonable time." Horkan v. City of Moultrie, 136 Ga. 561, 563 71 S.E. 785, 785 (1911) (finding that a municipal contract extending beyond the term of office of those making it is valid if confined to a "reasonable time"); see also Unified Gov't of Athens Clarke Cnty. v. N., 250 Ga. App. 432, 436, 551 S.E.2d 798, 803 (2001) ("The weight of authority sustains the doctrine that a municipal corporation may make a valid contract to continue for a reasonable time beyond the official term of the officers entering into the contract for the municipality.").

Neither the statute nor case law defines reasonable time, but Georgia cases do provide examples of unreasonable time. Forever is not a reasonable time. Horkan, 136 Ga. at 563, 71 S.E. at 786. Thirty-five years is also not a reasonable time. Aven v. Steiner Cancer Hosp., Inc., 189 Ga. 126, 5 S.E.2d 356 (1939). The only guidance regarding reasonableness in terms of time comes from Brown v. City of E. Point, 152 Ga. App. 801, 801, 264 S.E.2d 267, 268 (1979) aff'd, 246 Ga. 144, 268 S.E.2d 912 (1980). In Brown, the court was reviewed a five-year municipal employment agreement that extended beyond the term of the current municipal council. The court declined to find the term of five years unreasonable. Instead, the court found the

STATE OF GEORGIA
COUNTY OF CAMDEN

PROFESSIONAL SERVICES AGREEMENT FOR THE RETAINING OF LEGAL SERVICES
FOR CAMDEN COUNTY, GEORGIA, a political subdivision of the State of Georgia

This AGREEMENT is made and entered into this **16th day of June 2015**, by and between the Camden County Board of Commissioners, as party of the first part, (hereinafter referred to as "CCBC") and John S. Myers, Attorney at Law, a State of Georgia Licensed Attorney, holding a current license to practice law in the State of Georgia, as party of the second part, (hereinafter referred to as "ATTORNEY").

WITNESSETH

WHEREAS this AGREEMENT for legal services shall begin on **July 1, 2015** and shall terminate on **June 30, 2016**, unless extended for an additional period of time as agreed to by the parties hereto by and through a written Addendum of this AGREEMENT, unless this AGREEMENT is terminated prior to **June 30, 2016** as further provided herein.

WHEREAS CCBC does hereby retain the legal services of ATTORNEY to provide required legal services on behalf of the CCBC, the Camden County Government and Administration, the elected Constitutional Officers of Camden County, the Solid Waste Authority, Camden County Joint Development, the Camden County Public Service Authority, the Camden County Board of Assessors, the Camden County Board of Equalization, the Camden County Library Board, the Camden County Board of Health, the Camden County Board of Registrars, Supervisor of Elections, Prosecutor of County Ordinance violations in Magistrate Court or Superior Court, other appointed Independent Boards of Camden County as established by State Law, and the CCBC, and any other legal representation as required by the CCBC so long as the legal representation conforms to State Law and the Attorney's Code of Ethics (code of Professional Conduct) as established and amended from time to time by the State Board of Georgia and the Georgia Supreme Court.

WHEREAS, ATTORNEY agrees to provide the below indicated legal services. The CCBC agrees to retain the services of ATTORNEY and to compensate ATTORNEY for legal services subject to the following terms and conditions as agreed to by both parties hereto.

TERM: For the period beginning **July 1, 2015** and terminating **June 30, 2016**, the CCBC shall pay to ATTORNEY a monthly retainer of \$7,500 (Seven Thousand Five Hundred Dollars) for legal services as defined herein. Said retainer is due and payable on the last day of each and every month of this Agreement starting **July 1, 2015** and continuing monthly thereafter on the last day of each and every subsequent month thereafter for the terms of this Agreement. The aforesaid monthly retainer shall cover any and all legal services or representation provided by ATTORNEY for the benefit of Camden County and the aforesaid parties other than those expenses as defined and stated herein.

SERVICES: Attorney shall provide all necessary services to Camden County as required and as agreed to by the parties hereto. Attorney shall be considered an independent contractor and shall perform legal services per week during the term of this Agreement. Attorney shall have complete control over his legal representation and operation without any managerial control by the CCBC, however, ATTORNEY shall keep the CCBC or other represented county party informed of all legal representation and shall seek approval from the CCBC or other represented party to settlements of any cause of action or legal matter. Said legal services shall include services such as attending any necessary scheduled meetings as established by the CCBC, County Administrator, the other represented individuals as defined above in paragraph 3 of this Agreement, court appearances, litigation services, legal research, brief writing, legal opinions, litigation discovery, real property closing and title work, the assisting of attorneys retained by the CCBC's insurance carriers in the defense of Camden County and those certain individuals as defined in paragraph 3 of this Agreement, legally advising and providing legal services to the County Administrator, members of the Camden County Board of Commissioners, County Department managers, Constitutional Officers, Camden County Authorities and Agencies as stated in paragraph 3 of this Agreement as established by State Law and the CCBC and those certain individuals of the County both employees and appointed persons as approved from time to time by the County Administrator and the CCBC, said approval for aforesaid legal representation of individuals shall be approved by the CCBC in a lawful assembly of the CCBC and spread upon the Official Minutes of Camden County.

EXCLUSIONS: This Agreement shall not cover nor include legal services of ATTORNEY when appointed by the Courts which are the Federal, Superior, Juvenile, Probate and Magistrate Courts, to represent indigent individuals as ordered by the Court system.

COUNTY OFFICE SPACE: ATTORNEY currently has been provided and assigned certain office space in the Government Services Building for his utilization when performing services for the CCBC, said office space is provided with a working computer, printer, internet service, connected to the CCBC's system, telephone service, desk, chair, book cases, updated Official code of Georgia. Said office space as described shall continue to be provided to ATTORNEY during the term of this Agreement.

OFFICE EXPENSES: CCBC shall pay to ATTORNEY a monthly expense stipend of \$1,250.00 (One Thousand Two Hundred Fifty Dollars) to cover certain general expenses for the CCBC that arises from day to day such as copy costs, postage, courier services, long distances telephone service, fees to court for obtaining necessary documents, and ordinary travel expenses (less than 150 miles one way). Said stipend is due and payable on the last day of each month starting July 31, 2014 and continuing monthly thereafter for the term of this Agreement.

ADDITIONAL EXPENSES: CCBC shall be responsible for any additional expenses incurred by ATTORNEY for services on behalf of CCBC such as court filing fees, court reporters, transcript costs, travel expenses (greater than 150 miles one way) and lodging, required specialized training that benefits CCBC, witness fees, appraisal fees and other expenses as required and approved by the County Administrator as they may arise from time to time. Said additional expenses shall be billed to CCBC for payment.

ATTORNEY TRAINING: Attorney will attend certain county attorney seminars held during the term of this Agreement. CCBC shall be responsible for all costs associated with said training. Said costs shall be billed and or covered by a CCBC credit card or paid directly from the budget of the County Attorney.

ATTORNEY CLIENT PRIVILEGE: ATTORNEY is retained to provide legal services as defined herein and as agreed herein; it is further agreed that ATTORNEY represents the Board of County Commissioners (CCBC) as a lawfully elected body and that ATTORNEY is required to keep each individual member of the CCBC informed as to the legal events as they may develop from time to time during the term of this Agreement, with the exception being that of Attorney Client Privilege that develops when ATTORNEY has determined that the Attorney Client Privilege has attached to certain legal advise or services provided to individual(s) as envisioned by this Agreement.

TERMINATION OF SERVICES BY CCBC: CCBC and ATTORNEY agree that ATTORNEY is retained and serves at the will of the CCBC by a majority vote of the CCBC as provided by law, and that an orderly system must be established to terminate legal services should such an event develop. The termination of legal services of ATTORNEY by the CCBC shall only be perfected as follows: Termination of legal services of ATTORNEY by CCBC shall only be perfected in a lawful assembly of the CCBC with all five (5) members of the Board of Commissioners present and voting on a "MOTION TO TERMINATE SERVICES OF ATTORNEY", with the Motion to Terminate Legal Services of Attorney being approved by three (3) or more members of the CCBC voting to terminate legal services as established by this Agreement.

TERMINATION OF SERVICES BY ATTORNEY: ATTORNEY may terminate this Agreement by providing to the CCBC a written ninety (90) day notice that ATTORNEY desires to terminate legal services as defined herein. Said notice by ATTORNEY shall be delivered to the Chair of the CCBC with the understanding that ATTORNEY will assist in an orderly transfer of legal representation to the newly retained attorney.

TERMINATION COMPENSATION: In the event this Agreement is terminated by the CCBC and if ATTORNEY is required to provide transitional legal services to CCBC then ATTORNEY shall be compensated at an hourly rate of \$200.00 (Two Hundred) per hour plus expenses and costs which shall be billed to CCBC.

CONTINUATION OF THIS AGREEMENT: Both parties hereto agree and understand that the CCBC adopts an annual budget by **June 30th** of each and every year, however in the event that the aforesaid budget has not been adopted then this Agreement in regards to the terms as defined herein shall remain in full force and effect until such budget is approved or the new Agreement is voted on in a lawful assembly by the CCBC after the budget is approved and adopted as required by law.

INVALID PARAGRAPH: In the event any paragraph or paragraphs of this agreement shall be declared invalid or void by any court, such declaration shall not invalidate the entire

Agreement and all other paragraphs of the Agreement shall remain in full force and effect and be construed as the Agreement of the parties hereto.

ENTIRE AGREEMENT: This agreement constitutes the entire Agreement between the parties hereto and supersedes any an all agreements previously entered between the parties hereto. No representation or warranties have been made hereto to the other except for those representations and warranties expressly established herein.

////////////////////////////////////LAST ENTRY SIGNATURE PAGE FOLLOWS////////////////////////////////////

SIGNATURE PAGE
FOR

PROFESSIONAL SERVICES AGREEMENT FOR THE RETAINING OF LEGAL SERVICES
FOR CAMDEN COUNTY, GEORGIA, a political subdivision of the State of Georgia.

Entered into this the 16th day of June 2015

ATTORNEY:  SEAL
JOHN S. MYERS, ATTORNEY AT LAW

CHAIRMAN OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS:

CHAIRMAN:  SEAL
JAMES H. STARLINE, CHAIRMAN

This Agreement for the Retaining of Legal Services for Camden County., Georgia, a political subdivision of the State of Georgia for Budget Year 2016 was approved and adopted by the CAMDEN COUNTY BOARD OF COMMISSIONERS in a lawful assembly held on the 16th day of June in the year 2015 and spread upon the Official Minutes of Camden County, Georgia as required by law.

ATTEST: 
KATHRYN A. BISHOP, COUNTY CLERK

COUNTY SEAL:

Vendor	Purpose
Advanced Disposal Inc	Franchise Agreement for Residential Solid Waste Collection Service
Amtrust North America	Third Party Administrator for Workers Compensation
Bar None Vending & Concessions LLC	Bar None Vending & Concessions LLC
Bent Pine Construction	Contract with Bent Pine Construction for the construction of the jail expansion
Cintas Corporation	Contract with Cintas for Uniform/Rug cleaning services
Circuit Public Defender office of the Brunswick Judicial Circuit	Indigent Defense Contract
Cisco WebEx LLC	Contract with Web – EX (virtual meeting provider)
Cities of Kingsland and St Marys	Intergovernmental Agreement for Code Red Weather Warning Services
City of Kingsland	Agreement with the City of Kingsland for the lease of two (2) Advance Life Support Ambulances
City of Kingsland	Intergovernmental Services Agreement with the City of Kingsland for Animal Control Services
City of Kingsland	Intergovernmental Services Agreement with the City of Kingsland for Building Inspector Services
City of Kingsland	Intergovernmental Services Agreement with the City of Kingsland for Fleet Management Services
City of Kingsland	Intergovernmental Services Agreement with the City of Kingsland for IT Services
City of Kingsland	Provide shared clinic services as part of the County's program.
City of Kingsland	Services Agreement with the City of Kingsland for gasoline
City of St Marys	Public works mutual aid
City of St Marys, Kingsland	Fire Protection Mutual Aid Agreement with the City of St. Marys and Kingsland
City of Woodbine	Lease Agreement with the City of Woodbine for Fire Station 11 (Donald Mitchell Public Safety Building)
City of Woodbine	Water Treatment of Leachate from Landfill
Civic Plus	Contract with Civic Plus for website services
Clifton, Lipford, Hardison, & Parker, LLC	Contract for Auditing Services with Clifton, Lipford, Hardison & Parker, LLC
Clyde Urquhart	Employment Contract with Attorney Clyde Urquhart for Camden County Magistrate and Probate Public Defender.

Coastal Workforce Development Consortium Agreement	To administer the provisions of public law 113-128, to strengthen the US's workforce dev system thru innovation, alignment, and improvement of employment, training, and education programs and to promote individual and national economic growth.
Collectron, Inc	Collectron Services for Curbside
Culligan Water Services	Contract with Culligan Water Services (purified water provider)
Cumberland Land Surveyors	Letter of Agreement for Surveying Services with Cumberland Land Surveyors
Emergency Communications Network, LLC	Emergency notifications to citizens and severe weather alerts
Federal Aviation Administration (FAA)	Provides a framework for the FAA to prepare an Environmental Impact Statement to address the potential impacts of constructing and operating a commercial space launch site
FireLine Inc	Contract with Fire Line Inc. to build (1) Fire Engine
Fleetmatics, Inc	Contract with Fleetmatics for CCFR vehicle tracking
GDOT	Georgia Department of Transportation Project Agreement for Kingsland By-pass, Phase I
Georgia Correctional Industries	Janitorial Supplies
Georgia Emergency Management Agency (GEMA)	GEMA Homeland Security Statewide Mutual Aid and Assistance Agreement
Georgia Forestry Commission	Cooperative Agreement with Georgia Forestry Commission
Golden Isles Office Equipment	Contract with Golden Isles Office Equipment for Copier Maintenance
Grant Services & Consulting, Inc	Rewrite & Update Hazard Mitigation Plan
Hopkins-Gowen Oil Company	Contract with Hopkins Gowen (gasoline provider)
Humane Society of Camden County, Inc	Humane Society Contract
IDS Alarm Services Inc	Contract with IDS for monitoring services at the Juvenile Court
Innovative Healthcare Solutions of Georgia, LLC	Inmate medical
John S. Myers	Legal Services Agreement / County Attorney Employment Contract
IBM Corporation	Contract with IBM for the Sheriff's Office
Kronos, Inc	Telestaff for EMS Scheduling and Accountability Software
Liazon	Agreement with Liazon for Bright Choices Exchange
Mary T Smith & Associates	Agreement Amendment for name change to Mary T. Smith and Associates
National Reimbursement Group	Contract for EMS Billing Services with National Reimbursement Group, Inc.
NelsonCFO, Inc	Spaceport development

New World Systems	CAD Modification to New World Systems Contract
New World Systems	Cover page for services and licensing from New World.
New World Systems	EMS Fire Modification to New World Systems Contract
Okefenokee Rural Electric Membership Corporation	EMS Tower Space Leasing Agreement with Okefenokee Rural Electric Membership Corporation
Old School Renovation Committee, Inc	Limited Special Purpose Agreement for Managerial Service of the Old Woodbine School buildings
P&A Engineering	Letter of Agreement for Surveying Services with P & A Engineering
Paladin Data Systems Corporation	Contract with Paladin Data Systems Corp Planning and Development Software
Pitney Bowes Global Financial Services	Contract with Pitney Bowes for postage machine
Public Service Authority (PSA)	ROW mowing Contract with the Public Service Authority
Satilla Probation Management Corporation	Private probation services with Satilla Probation Management Corporation (Magistrate)
Satilla Probation Management Corporation	Private probation services with Satilla Probation Management Corporation (Probate)
Sheriff James K. Proctor	Agreement between the Board of County Commissioners and Sheriff James K. Proctor for the operation of the 911 system and central dispatch center
South East Regional Radio Network (SEGARRN)	Memorandum of Understanding with South East Georgia Regional Radio Network (SEGARRN)
Southeastern Bank	Banking Services Agreement with Southeastern Bank
Southern Charm Janitorial Service	Janitorial Contract with Southern Charm Janitorial Services
Steve L. Howard	County Administrator Employment Contract, Second Addendum
Summer Industries	Amend the 9/1/13 agreement
Sun Coast Paper & Chemical LLC	Janitorial Supplies
TDS Telecom	Contract with TDS (telecommunication provider)
TDS Telecom	Telecommunications Service Agreement with TDS for the Sheriff's Office
The Cities of Kingsland and St Marys	Automatic Aid and Mutual Response Agreement between Camden County, City of Kingsland, and City of St. Marys
U.S. Physical Therapy, Inc	Fit 2 Work program
UGA Extension	Memorandum of Understanding for County Extension Personnel
Verizon Wireless LLC	Contract with Verizon Wireless (cell & data provider tablets)

Virtual Fleet Supervisor	Contract with Virtual Fleet for Assessors Vehicle tracking
W&D Investments aka W&D Utilities	SAPP contract for water system management?
Waynesville Volunteer Fire Department	Mutual Aid Agreement for Fire Services with Brantley County
Bensinger, DuPont and Associates (BDA)	EAP Services Agreement with Bensinger, DuPont and Associates for the Living Well Onsite Clinic
Department of Corrections	Memorandum of Agreement with the Department of Corrections for Office space.
Department of Juvenile Justice	Memorandum of Agreement with the Department of Justice for Office space.
Department of Justice	Federal Equitable Sharing Agreement & Certification
Department of Family & Children Services	Lease Agreement with the Camden County Department of Family and Children Services (DFACS).
City of St. Marys	Memorandum of Understanding for Onsite Medical Services at the Living Well Clinic.
Georgia Emergency Management Agency (GEMA)	Memorandum of Understanding/Agreement with GEMA to provide Emergency Evacuation Shelter equipment And other items
Dr. Earl Martin	Agreement for Professional Services with Dr. Earl Martin as the supervising physician for the Camden County Living Well Onsite Wellness Clinic.
Rescue Training Inc.	Memorandum of Understanding Affiliation Agreement with Rescue Training Inc.
City of Kingsland	Memorandum of Understanding with the City of Kingsland for Onsite Medical Services at the Living Well Clinic.
Principal Financial Group	Contract with Principal Financial Group for 401 (a) Defined Contribution Plan and 457 (b) Deferred Compensation Plan (Retirement)
Georgia Department of Transportation	Georgia Department of Transportation Project Agreement for Kingsland By-pass, Phase II
Aetna	Employee Health Plan Administer Contract (Medical Insurance) with
Public Service Authority	Memorandum of Understanding with the for Onsite Medical Services at the Living Well Clinic.
Georgia Department of Transportation	Contract for Local Maintenance and Improvement Grant (LMIG /
Coastal Regional Commission	Area Agency on Aging Contract
Paychex	Payroll software
Power pay	Credit card processing for landfill sites
Priority Dispatch	Contract with Priority Dispatch for the Sheriff's Office
City of St. Marys	Agreement for Animal Control Services
Public Service Authority (PSA)	Mowing county facilities
Bayer Crop Science, Thomas & Hutton	Access Agreement
Union Carbide Corporation	Option Agreement and Indemnification Agreement
Camden County School Board	Intergovernmental Agreement with the Board of Education to enforce O.C.G.A. § 40-6-163
Xerox State & Local Solutions, Inc	School bus cameras and ticketing system when stopped busses are passed

AGENDA
Camden County Board of Commissioners
Government Services Building, (Courthouse Square)
200 East 4th Street, 2nd Floor, Room 252,
Commissioners' Meeting Chambers
Woodbine, Georgia
Tuesday, January 5, 2016

Convene Regular Meeting at 6:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Roll Call

Agenda Amendments

Adoption of Agenda

Approval of Minutes

- [December 8, 2015 Public Hearing & Regular Meeting minutes](#)

Public Comments

Regular Agenda

Board of County Commissioners

1. [Approval of Resolution to agree to annexation of William's Tract by the City of Kingsland.](#)

Finance & Budget Director Mike Fender

2. [Consideration of Fiscal Year 2015 Budget Amendments.](#)
3. [Consideration of Fiscal Year 2016 Budget Amendments.](#)

Reports

- [Calendar – January / February 2016](#)
- County Administrator Comments

Additional Public Comments

Adjourn BOC Meeting

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
SPECIAL CALLED MEETING
DECEMBER 8, 2015, 6:00 PM**

Present: Chairman James H. Starline; Vice-Chairman Chuck Clark; Commissioner Willis R. Keene, Jr.; Commissioner Gary Blount; Commissioner Tony Sheppard; County Attorney John S. Myers; County Administrator Steve Howard and County Clerk Kathryn A. Bishop.

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

Finance & Budget Director Mike Fender delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

Agenda Amendments:

Removal of Item 4 under Regular Agenda:

Chief Appraiser Terry Ross

4. Reappointment of Freddie Noble to the Camden County Board of Assessors. *(District 2 – Vice-Chairman Clark)*

Addition of Item 4 under Regular Agenda:

County Attorney John Myers

4. Resolution in support of the Satilla River Water Trail

Additionally, item 12 will be moved to item 3 and the agenda will be renumbered accordingly.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the agenda amendments and presented.

The motion carried unanimously.

Motion to Adopt the Agenda:

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to adopt the agenda as amended.

The motion carried unanimously.

Approval of the Minutes

- November 17, 2015 Public Hearing & Regular Meeting Minutes

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to approve the November 17, 2015 Public Hearing & Regular Meeting Minutes.

The motion carried unanimously.

Public Comments

Allen Burns, 117 Shore Rush Drive, St. Simons, Executive Director, Coastal Regional Commission (CRC)

Mr. Burns announced that the number one project in the region was picked to be featured on the cover of the Coastal Regional Commission annual report and that is Spaceport Camden. He explained that the project is featured on the front and the back of the CRC's Annual Report. He stated that they are very proud of the efforts the Board of Commissioners have made, as well as everyone who came out last night. He stated that Camden showed itself to be the community that we all know you are, and that he appreciated the CRC being included in the process.

Councilman Dave Reilly, St. Marys

Councilman Reilly stated that he would like to ask for the Board's support for the resolution consenting to the inclusion of certain Camden County Ad Valorem taxes in the computation of the Tax Allocation increment for the City of St. Marys Tax Allocation District #1: Historical & Industrial District; and for other purposes.

Councilman Jim Gant, City of St. Marys

Councilman Gant also asked for the Board's support for the resolution consenting to the inclusion of certain Camden County Ad Valorem taxes in the computation of the Tax Allocation increment for the City of St. Marys Tax Allocation District #1: Historical & Industrial District; and for other purposes.

Vice-Chairman Clark made a motion, seconded by Commissioner Blount to adjourn the regular meeting at 6:07 PM.

The motion carried unanimously.

Chairman Starline convened the Public Hearing at 6:07 PM.

Public Hearing

Planning and Development Director Eric Landon presented the Board with the information regarding the following planning & development public hearing items:

- Request by Delores P. McCullough, owner for a Zoning Map Amendment **(RZ2015-6)** to zone 31.38 acres from A-F & R-2 to A-R to allow the creation of a 2 acre lot. Tax Map 079 001, 1230 Old Jefferson Hwy., Woodbine GA. **(District 1 – Commissioner Keene)**

No comments were offered regarding this item either in favor or in opposition.

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to adjourn the public hearing at 6:09PM.

The motion carried unanimously.

Chairman Starline reconvened the regular meeting at 6:09 PM.

Regular Agenda

1. Consideration of request by request by Delores P McCullough, owner, for a Zoning Map Amendment (**RZ2015-6**) to zone 31.38 acres from A-F & R-2 to A-R to allow the creation of a 2 acre lot. Tax Map 079 001, 1230 Old Jefferson Hwy., Woodbine GA. (*District 1 - Commissioner Keene*)

Commissioner Keene made a motion, seconded by Commissioner Sheppard to approve the request by Delores P McCullough, owner, for a Zoning Map amendment (**RZ2015-6**) to zone 31.38 acres from A-F & R-2 to A-R to allow the creation of a 2 acre lot. Tax Map 079 001, 1230 Old Jefferson Hwy., Woodbine GA.

The motion carried unanimously.

2. Consider a request for an extension to temporary use permit to allow vehicles from the GA Port Authority to be parked on the 105 acre parcel on the north side of Highway 110, west of Woodbine owned by Matt Jordan. (*District 1- Commissioner Keene*)

Commissioner Keene made a motion, seconded by Commissioner Sheppard to approve the request for an extension to temporary use permit to allow vehicles from the GA Port Authority to be parked on the 105 acre parcel on the north side of Highway 110, west of Woodbine owned by Matt Jordan.

The motion carried unanimously.

3. Resolution consenting to the inclusion of certain Camden County Ad Valorem taxes in the computation of the Tax Allocation increment for the City of St. Marys Tax Allocation District #1: Historical & Industrial District; and for other purposes.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the Resolution consenting to the inclusion of certain Camden County Ad Valorem taxes in the computation of the Tax Allocation increment for the City of St. Marys Tax Allocation District #1: Historical & Industrial District; and for other purposes.

The motion carried unanimously.

WHEREAS, the Council of the City of St. Marys (the "City"), by Resolution RO11 adopted on (October 5, 2015), (the "City Resolution"), adopted the City of St. Marys Tax Allocation District #1: Historic & Industrial District Redevelopment Plan (the "Redevelopment Plan") and established Tax Allocation District #1 (the "TAD") within the incorporated portion of St. Marys, Camden County, Georgia (the "County") in the area of the City (the "Redevelopment Area") as shown in the City Resolution, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Resolution provides that the St. Marys TAD was created pursuant to the City's redevelopment powers as authorized by the Redevelopment Powers Law, O.C.G.A. §36-44-1, et seq., and became effective on December 31, 2015; and

WHEREAS, copies of the City Ordinance and the Redevelopment Plan for the TAD have been furnished to the Camden County Board of Commissioners (the "Board of Commissioners"); and

WHEREAS, the City made certain findings with respect to the Redevelopment Plan, including the following:

- (a) the Redevelopment Area has not been subject to growth and development through private enterprise and would not reasonably be anticipated to be developed without the approval of the Redevelopment Plan;*
- (b) the improvement of the Redevelopment Area is likely to enhance the value of a substantial portion of the real property in the district; and*

WHEREAS, the City Resolution provides that the City intends to authorize the issuance of tax allocation bonds and other obligations as may be necessary to implement provisions of the Redevelopment Plan; and

WHEREAS, the Redevelopment Powers Law provides that ad valorem property taxes levied by a county derived from a municipal tax allocation district may be included in the computation of tax allocation increment of the tax allocation district if the governing body of the county consents to such inclusion by resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CAMDEN COUNTY BOARD OF COMMISIONERS as follows:

Section 1. *In accordance with the Redevelopment Powers Law, O.C.G.A. §36-44-9(b), the Board of County Commissioners does hereby consent to inclusion of county ad valorem real property taxes within the City of St. Marys Tax Allocation District #1: Historic & Industrial District in the computation of the tax allocation increment for the TAD, effective as of January 1, 2016.*

Section 2. *For the term of the tax allocation district, an annual Payment in Lieu of Taxes (PILOT) will be paid by the City to Camden County from the incremental ad valorem property taxes collected and transferred to the City by the Camden County Tax Collector annually which would equal 10% of the County's proportional share of ad valorem taxes paid on the incremental value generated in TAD #1, up to an annual maximum of \$100,000. The annual payment will be made by the City to the County within 30 days of receipt of the incremental tax receipts from the County Tax Collector.*

Section 3. All acts and doings of officers, members, officials, agents and employees of the Board of County Commissioners in conformance with the purpose and intent of this Resolution are hereby approved and confirmed

Section 4. This Resolution shall be effective immediately upon adoption.

Section 5. All resolutions and parts of resolutions in conflict with this resolution are hereby rescinded to the extent of such conflict.

4. Approval of Employee Performance Award.

Commissioner Sheppard made a motion, seconded by Vice-Chairman Clark to approve the Employee Performance Award in a one-time lump sum totaling \$1,000.00. An employee who has completed twelve (12) months of service would be eligible for a one-time lump sum \$1,000 Performance Award, and if the employee has not been with the County twelve (12) months the award will be prorated based on hire date. Employees will be subject to receiving a twenty-five percent (25%) reduction for each disciplinary action that has taken place during the past twelve (12) months. It is estimated that eligible Employees will receive the performance award on December 17th.

The motion carried unanimously.

5. Resolution in support of the Satilla River Water Trail

Commissioner Keene made a motion, seconded by Commissioner Sheppard to approve the Resolution in support of the Satilla River Water Trail.

The motion carried unanimously.

WHEREAS, the citizens of Camden County value its natural resources and outdoor recreation opportunities afforded by the Satilla River; and

WHEREAS, the citizens of Camden County value the Satilla River for water quality and habitat protection; and

WHEREAS, the citizens of Camden County will greatly benefit from the recreational and natural experiences provided by the water trail; and

WHEREAS, providing access to the river is a desired goal of the County; and

WHEREAS, the citizens of Camden County and visitors from throughout the State of Georgia and the United States have for more than twenty (20) years regularly and openly enjoyed and exercised a right of passage by boat on the Satilla River as it travels through the City of Woodbine, thereby establishing a public easement of passage on the river; and

WHEREAS, Camden County has previously supported activities that promote recreation on the river; and

WHEREAS, the citizens of the Camden County have indicated their support for the water trail at Satilla River Water Trail and/or Satilla Riverkeeper meetings and events; and

WHEREAS, Camden County Board of Commissioners affirms and supports the water trail, beginning in Ware County and ending at Camden, to be of value and benefit to the citizens of the City of Woodbine and its neighboring counties.

NOW, THEREFORE, BE IT RESOLVED by the Camden County Board of Commissioners:

Section 1: That the public easement of passage established by more than twenty (20) years of regular and open travel by boat on the Satilla River in Camden County is hereby recognized and accepted by the Board of County Commissioners on behalf of the citizens of the Camden County, and visitors from throughout the State of Georgia and the United States;

Section 2: That this Resolution shall take effect immediately upon its adoption; and

Section 3: That we hereby direct each department in the Camden County to support and implement the water trail.

NOW THEREFORE BE IT FURTHER RESOLVED that we, the undersigned elected officials of the do hereby support the Satilla River Water Trail.

ADOPTED IN LAWFUL ASSEMBLY by the Camden County Board of Commissioners on this 8th day of December, 2015.

6. Consideration of two (2) new appointments to the Bryan Lang Historical Archives Board of Directors.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the appointment of Deborah Baird and Ann Proctor to the Bryan Lang Historical Archives Board of Directors.

The motion carried unanimously.

7. Consideration of Fiscal Year 2016 Budget Amendments.

Commissioner Keene made a motion, seconded by Commissioner Blount to approve the Fiscal Year 2016 Budget Amendments as presented.

The motion carried unanimously.

8. Approval of Elected Officials Purchase Card Use Agreement.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the Elected Officials Purchase Card Use Agreement.

The motion carried unanimously.

**Camden County Board of Commissioners
Purchasing Card and Credit Card Policy for Elected Officials**

- I. ***Designated Elected Officials***

The Camden County Board of Commissioners ("County"), in its discretion, may authorize specific county elected officials to use a county purchasing card or credit card by adoption of a resolution in a public meeting.

No authorized elected official may use a county purchasing card or credit card until and unless he or she has executed the County's purchasing card and credit card user agreement.

The County will not make payments to any business organization, financial institution, or any duly authorized agent of such organization or institution, for amounts charged by an elected official to any purchasing cards or credit cards that are not issued pursuant to this ordinance or for any purchases that are not authorized by this ordinance.

II. Use of Cards

- A. **Authorized Purchases.** *County purchase cards and credit cards may be used to purchase goods and services directly related to the public duties of the authorized elected official only. All purchases are subject to the terms of this ordinance, the County purchasing card and credit card user agreement, county procurement policies and procedures, and the adopted budget.*

Only authorized elected officials may use a County purchase card or credit card for purchases or payments. The cards, and use of the cards, are not transferrable to employees. The authorized elected official shall use care to ensure that others do not have access to the card account number, expiration date and security code.

- B. **Unauthorized Purchases.** *County purchasing cards and credit cards shall not be used for goods and services not directly related to the official responsibilities of the authorized elected official. Additionally, cards shall not be used to avoid compliance with the County's purchasing ordinances and procedures, to purchase goods and services that are not approved in the County's budget or to make purchases not in compliance with the County purchasing policy, purchasing card ordinance, or credit card user agreement.*

- C. **Receipts and Documentation.** *Receipts, invoices and other supporting documentation of all purchases made with a county purchasing card or credit card shall be obtained and maintained by the authorized county elected official for five years or as otherwise provided by the County's record retention policy. If an original or duplicate cannot be produced, a sworn affidavit of the authorized elected official may be substituted. The documentation must include the supplier or merchant information (i.e., name and location), quantity, description, unit price, total price, price paid without sales tax and an explanation of the purchase sufficient to show that the expense was in the performance of official County duties.*

- D. **Public Records.** *All receipt and other documentation of purchases are public records and subject to the requirements of O.C.G.A. § 50-18-70 et seq.*

- III. **Review of Purchases and Audit.** *Proper documentation of purchases, internal controls and other measures prevent and allow detection to misuse or abuse of County issued purchase cards and credit cards. Authorized elected officials and*

staff that process payments under this program shall cooperate and comply with the procedures established by the County.

A. **Review of Purchases.** All purchases shall be reviewed in accordance with the County's purchasing and credit card policies and procedures.

B. **Audits.** The Card Administrator shall perform an annual review of the card program to ensure adequacy of internal policies and procedures, cardholder spending limits, monthly reconciliation procedures and documentation for transactions. Elected officials and staff shall cooperate with such review.

IV. Violations.

a. An elected official shall reimburse the County for any purchases made with a County issued purchase card or credit card in violation of this ordinance or the user agreement.

b. In the discretion of the county governing authority, failure to comply with the procedures outlined in this ordinance may result in:

i. A warning;

ii. Suspension of the elected official's authority to use a County purchase card or credit card; or

iii. Revocation of the elected official's authority to use a County purchase card or credit card.

c. Nothing in this ordinance shall preclude the county governing authority from referring misuse of a purchase card or credit card for prosecution to the appropriate authorities.

d. Collection of an amount equal to the total of any improper purchases, including but not limited to declaring such purchases as an advance on salary to the extent allowed by law.

e. Official understands and acknowledges that misuse of the card may be considered a crime. Suspected misuse of the card may be reported to the proper authorities for prosecution.

V. Term

This agreement shall be effective for a period of five calendar year(s) effective the 1st day of January, 2016. Provided the Elected Official remains eligible for a county issued card, this agreement may be renewed for successive terms. Either party may terminate the agreement with 30 day notice. The card shall be promptly returned to the Card Administrator in the event of such termination. The Elected Official's obligations of this agreement shall survive the termination of this agreement.

9. Approval of purchase of used 525 Aljon Compactor.

Commissioner Sheppard made a motion, seconded by Vice-Chairman Clark to approve the purchase of used 525 Aljon Compactor.

The motion carried unanimously.

10. Consideration of tap fee for Jail Expansion Project.

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to deny the payment of a tap fee to the City of Woodbine for the Jail Expansion Project.

Commissioner Keene rescinded the previous motion, Vice-Chairman Clark rescinded the second to said motion.

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to table this item until as late as the first meeting in February, to be held on February 9, 2016.

The motion carried unanimously.

11. Consideration of Approval of Contract for Engineering Radio Communication for equipment.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the Approval of Contract for Engineering Radio Communication for equipment for the purchase of tablets.

Commissioner Blount made a motion to amend the previous motion, seconded by Commissioner Keene to amend the previous motion to include that the amount for purchase of said tablets be processed through the County Finance Department's Purchasing Officer tomorrow for final action.

The motion carried unanimously.

12. Approval of Resolution of Support for the Department of Natural Resources Recreational Trail Grant.

Commissioner Blount made a motion, seconded by Commissioner Keene to approve the Resolution of Support for the Department of Natural Resources Recreational Trail Grant.

The motion carried unanimously.

WHEREAS, *The Camden County PSA will apply for the DNR Recreational trail grant to establish a trail head for the St. Marys Tabby Trail; and*

WHEREAS, *The Camden County Board of Commissioners and the Camden County PSA understand that in the event the grant is awarded, the grant is for up to \$100,000.00, and that this is a reimbursement program for 80% of the project; and*

WHEREAS, *The Camden County PSA and the Camden County Board of Commissioners agree to coordinate and work together to complete the project; and*

WHEREAS, *The Camden County PSA will act as conduit of the grant reimbursement monies;*

NOW, THEREFORE, BE IT RESOLVED, That both entities, The Camden County PSA and the Camden County Board of Commissioners do hereby agree to support the Tabby Trail project should the 2015 DNR Recreational Trail Grant be awarded according to the terms set forth above.

13. Resolution establishing the Qualifying Fees for the 2016 Elections for Camden County, Georgia.

Commissioner Keene made a motion, seconded by Vice-Chairman Clark to approve the Resolution establishing the Qualifying Fees for the 2016 Elections for Camden County, Georgia.

The motion carried unanimously.

WHEREAS the below indicated elected officials of Camden County, Georgia a political subdivision of the State of Georgia are up for election for the calendar year of 2016.

WHEREAS the following offices are to be filled by election in 2016; Board of Commissioners District 1, Board of Commissioners District 3, Board of Commissioners District 5, Board of Education District 1, Board of Education District 3, Board of Education District 5, Clerk of the Superior Court, Office of the Sheriff, Probate Judge, Tax Commissioner, Chief Magistrate, County Coroner and County Surveyor.

WHEREAS O.C.G.A. section 21-2-131 (1) (A) and (B) as amended establishes that the qualifying fees for the above indicated elected offices shall be fixed and published by the governing authority of any county or municipality not later than February 1 (February 1, 2016) of any year in which a general primary, nonpartisan election, or general elections are to be held. Said qualifying fees shall be fixed at three percent (3%) of the annual salary for the elected position as envisioned by O.C.G.A. section 21-2-131 (1) (A) and (B) as amended.

NOW THEREFORE BE IT RESOLVED that the qualifying fees for the following elected offices of Camden County, Georgia are set and shall be published as provided by law:

<u>ELECTED OFFICE:</u>	<u>YEARLY BASE SALARY/PAY:</u>	<u>3% OF SALARY/PAY QUALIFYING FEE:</u>
Board of Commissioners District 1	\$12,321.00	\$369.63
Board of Commissioners District 3	\$12,321.00	\$369.63
Board of Commissioners District 5	\$12,321.00	\$369.63
Board of Education District 1	\$3,600.00	\$108.00
Board of Education District 3	\$3,600.00	\$108.00
Board of Education District 5	\$3,600.00	\$108.00
Clerk of the Superior Court* O.C.G.A section 15-6-88 (a) amended	\$71,765.47	\$2,152.96

Office of the Sheriff* O.C.G.A section 15-16-20 (a) amended	\$85,156.05	\$2,554.68
Probate Judge* O.C.G.A section 15-9-63 (a) (1) amended	\$76,959.86	\$2,308.80
Tax Commissioner* O.C.G.A section 48-5-183 (b) (1) amended	\$72,101.86	\$2,163.06
Chief Magistrate* O.C.G.A section 15-10-23 (a) (2) amended	\$67,609.16	\$2,028.27
County Coroner	\$9,275.00	\$278.25
County Surveyor**	FEE SYSTEM	\$5.00

* These elected officials' qualifying fees are determined by the STATE BASED in respective Code Sections as amended for computation. Base salaries for fee purposes are based on the 2010 census; Camden County had an official census population of 50,513.

**County Surveyor is based on a FEE SYSTEM for services rendered.

RESOLUTION QUALIFYING FEES 2016 (continued page 3).

NOW THEREFORE BE IT FURTHER RESOLVED that the Camden County Superintendent of Elections shall have the aforesaid qualifying fees published in the Legal Organ of Camden County, Georgia as required by law.

ADOPTED IN A LAWFUL ASSEMBLY BY MAJORITY VOTE OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS AND SPREAD UPON THE OFFICIAL MINUTES.

14. Approval of the 2016 Regular Meeting Calendar and Holiday Schedule.

Vice-Chairman Clark made a motion, seconded by Commissioner Keene to approve the 2016 Regular Meeting Calendar and Holiday Schedule.

The motion carried unanimously.

Board of County Commissioners 2016 Calendar
January 1 , County Business Offices are closed .
January 5 , Commissioners' Meeting, 6 PM
January 18 , County Business Offices are closed .
January 19 , Commissioners' Meeting, 6 PM
February 9 , Commissioners' Meeting, 6 PM
February 15 , County Business Offices are closed .
February 23 , Commissioners' Meeting, 6 PM
March 8 , Commissioners' Meeting, 6 PM

Board of County Commissioners 2016 Calendar continued

March 22, Commissioners' Meeting, 6 PM
March 25, County Business Offices are closed.
April 5, Commissioners' Meeting, 6 PM
April 19, Commissioners' Meeting, 6 PM
May 3, Commissioners' Meeting, 6 PM
May 17, Commissioners' Meeting, 6 PM
May 30, County Business Offices are closed.
June 7, Commissioners' Meeting, 6 PM
June 21, Commissioners' Meeting, 6 PM
July 4, County Business Offices are closed.
July 12, Commissioners' Meeting, 6 PM
August 2, Commissioners' Meeting, 6 PM
August 16, Commissioners' Meeting, 6 PM
September 6, County Business Offices are closed.
September 7, Commissioners' Meeting, 6 PM
September 20, Commissioners' Meeting, 6 PM
October 4, Commissioners' Meeting, 6 PM
October 10, County Business Offices are closed.
October 18, Commissioners' Meeting, 6 PM
November 1, Commissioners' Meeting, 6 PM
November 11, County Business Offices are closed.
November 15, Commissioners' Meeting, 6 PM
November 24 & 25, County Business Offices are closed.
December 6, Commissioners' Meeting, 6 PM
December 23, 26 & 27, County Business Offices are closed.

Boards of County Commissioner's meetings are held in Woodbine at the Government Services Building. This calendar does not include any work sessions, public hearings, or special called meetings that are currently scheduled or that may be scheduled in the future.

Reports

- Calendar – December 2015 / January 2016

County Clerk Kathryn Bishop announced there are no amendments to the calendar at this time.

- County Administrator Comments

County Administrator Steve Howard presented a video to the Board of a historic launch from the proposed spaceport site. He also presented the Board with the cover of the County's annual report to be released tentatively January 16, 2016.

Additional Public Comments

No comments from the public were offered during this time.

Adjournment:

Vice-Chairman Clark made a motion, seconded by Commissioner Keene to adjourn the December 8, 2015 regular meeting. The vote was unanimous to adjourn the meeting at 7:20 PM.

DRAFT

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 1

SUBJECT: Approval of Resolution to agree to annexation of William's Tract by the City of Kingsland.

- () Recommendation
- () Policy Discussion
- () Status Report
- () Action Item
- () Other

DATE: December 29, 2015

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: January 5th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of a Resolution to agree to annexation of William's Tract by the City of Kingsland.

HISTORY:

- 1. This property is located a 730 Martin Luther King Blvd. in the County.
- 2. The property is approximately 2 acres and currently has city water, but not sewer.

FACTS & ISSUES:

- 1. The applicant desires to have City sewer and the City of Kingsland has a sewer line running in front of the property.
- 2. This tract of land is separated from the current city limits of Kingsland by less than 1500 feet.
- 3. The Official Code of Georgia provides for the annexation of such islands in Section 36-36-20(b) by agreement between the municipal corporation (The City of Kingsland) and the governing body of the county (Camden County Board of Commissioners).
- 4. The City of Kingsland accepted the annexation at their last regular meeting.

OPTIONS:

- 1. Motion to approve the Resolution to agree to annexation of William's Tract by the City of Kingsland..
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends approval of this item.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A



City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548
☎(912) 729-5613 ☎(912) 729-761-7618
October 21, 2015

Camden County Board of Commissioners
P.O. Box 99
Woodbine, Georgia 31569

Re: Tax Map 082C 03 Parcel 002, 2 Acres, Daniel and Elvenia Williams, 730 MLK Blvd., Kingsland, Georgia

Dear County Commissioners:

Please be advised that the City of Kingsland, by the authority vested in the Mayor and Council of the City of Kingsland by Article 2 of O.C.G.A. 36-36, intends to annex a portion of the property described in the documents attached (above stated Tax Maps and Parcels). In that connection enclosed are:

1. Copy of the Application(s) to Annex Land
2. Copy of Camden County Property Record Card(s)
3. Warranty Deed(s)
4. Survey Map(s)

This matter will go before the City Council pending any objections from the County.

Respectfully,


Linda M. O'Shaughnessy, CMC
City Clerk

attachments



APPLICATION TO CITY OF KINGSLAND, GEORGIA
TO ANNEX LANDS

The undersigned desire to annex certain land into the City of Kingsland, Georgia, which land is shown on Tax Map 082C, Block 03, Parcel 002, has a street address of 730 M.L.K Blvd, and is more fully and completely described in *Exhibit "A" attached hereto and hereby made a part hereof*. Such land is currently located in the unincorporated area of Camden County, Georgia, and is currently zoned _____ by Camden County. I/We, the undersigned, desire to have this property annexed into and become a part of the City of Kingsland, Georgia. I/We further desire to have a zoning classification of _____ at the time the subject property is annexed. If the requested zoning is different from the County's zoning, you must complete Number 4 on the following page.

Please give the square footage or acreage of the land to be annexed:

Square footage: _____ or Number of Acres: 2 ACRES

This Application is being submitted by the undersigned pursuant to Official Code of Georgia Annotated 36-36-3, et. seq., and said owner(s) request the governing body of Kingsland to annex said property to the existing corporate limit of Kingsland, Georgia.

In accordance with requirements of the Department of Justice Voting Section, please provide an estimate of the current population of the property being annexed and an estimate of the future population: Current population: 2 Future population: OR SAME

The undersigned further state that the undersigned is/are *all* of the owner(s) of the subject property, and that all facts contained herein are true, to the best of the undersigned's belief.

9-11-15
Date
Daniel L. Williams
Signature (Signed and Printed) of Owner
730 M.L.K. Blvd - Kingsland, GA.
Address of above Owner

9-11-15
Date
Daniel + Elvenia Williams
Signature (Signed and Printed) of Owner
SAME AS ABOVE
Address of above Owner

CONTINUED ON BACK

912-729-5575

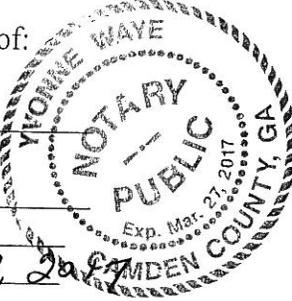
9-15-815
Date

Daniel L. + Elvenia Williams
Signature (Signed and Printed) of Owner

Daniel L. Williams + Elvenia Williams
Address of above Owner

Owner(s) signed the above in the presence of:

Yvonne Way
Witness



NOTARY PUBLIC, State of Georgia
My commission expires: March 27, 2017
(NOTARY SEAL)

ITEMS REQUIRED FOR SUBMISSION WITH THE ATTACHED APPLICATION TO CITY OF KINGSLAND, GEORGIA, TO ANNEX LANDS

1. COMPLETED APPLICATION FORM, PROPERLY EXECUTED, WITNESSED AND NOTARIZED
2. SIX (6) COPIES OF PLAT (SURVEY) OF THE SUBJECT PROPERTY
3. SIX (6) COPIES OF CORRECT LEGAL DESCRIPTION OF THE PROPERTY
4. IF THE CITY'S ZONING CLASSIFICATION REQUESTED BY APPLICANT IS DIFFERENT THAN THE COUNTY'S ZONING CLASSIFICATION, PLEASE STATE BELOW WHY YOU ARE REQUESTING DIFFERENT ZONING FOR THE SUBJECT PROPERTY:

RESOLUTION NO. _____

**A RESOLUTION TO AGREE TO ANNEXATION OF WILLIAMS TRACT BY THE
CITY OF KINGSLAND**

WHEREAS, Camden County seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, the Daniel Williams, Jr is experiencing septic field problems on Martin Luther King Jr Boulevard otherwise described as map and parcel 082C03 002 consisting of approximately 1acre with a single-family residential home; and

WHEREAS, Daniel Williams, Jr has public water and desires to have sewer for his residence; and

WHEREAS, Camden County is not able at this time to provide public sewage treatment and disposal in that area of the county; and

WHEREAS, the City of Kingsland has a sewer line running in front of Daniel Williams, Jr property; and

WHEREAS, the Daniel Williams, Jr Tract is separated from the current city limits of the City of Kingsland by less than 1500 feet; and

WHEREAS, the Official Code of Georgia Annotated provides for the annexation of such islands in Section 36-36-20(b) by agreement between the municipal corporation and the governing body of the county;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COMMISSIONERS OF CAMDEN COUNTY that the county is in agreement with the City of Kingsland for the City of Kingsland to annex the property of Danial Williams Jr into the City of Kingsland and provide sewer services so that existing septic difficulties can be resolved.

BE IT FURTHUR RESOLVED, that the Commission Chair and Count Clerk are authorized and directed to enter into an agreement with the City of Kingsland on behalf of the County pursuant to the code section mentioned above, agreeing to such annexation.

BE IT FURTHUR RESOLVED that any and all resolutions in conflict with this resolution are hearby repealed.

Adopted and approved this xx day of November, 2015.

COPY

[Zoom County](#) [Zoom to Box](#) [Zoom In](#) [Zoom Out](#) [Pan by Hand](#) [Get Info](#) [Zoom To Parcel](#) [Center On Parcel](#) [Measure](#) [Area Tool](#) [Print Page](#) [Search Sales](#) [Additional Options](#)

[Camden Home / Property Search](#)

Controls

Available Layers

- Parcels
- Parcel Numbers
- Address #
- Yearly Sales
- Roads
- Zoning
- Soil Types
- Trees
- Flood Map
- Lakes & Rivers
- Aerial Photos

Show Scale

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Reports

Parcel

View as: [Google Earth](#) | [Bird's Eye](#) | [Google Maps & Street View](#)

PARCEL INFORMATION TABLE			
Selected Parcel	082C03 002 (Click for Complete Card)		
Class Code (NOTE: Not Zoning Info)	R3		
Taxing District	42 UNINCORPORATED SERVICE DIST		
Homestead Exemption	No		
Acres	1		
OWNERSHIP INFORMATION			
Name	WILLIAMS DANIEL L JR		
Mailing Address	730 MARTIN LUTHER KING BLVD KINGSLAND, GA 31548		
Situs/Physical Address	730 MARTIN LUTHER KING BLVD		
VALUES			
Land Value	\$13,226.00		
Improvement Value	\$67,221.00		
Accessory Value	\$11,008.00		
Total Value	\$91,455.00		
LAST 2 SALES			
Date	Price	Reason	Qual

Website last updated September 13, 2015
GIS Maps last updated August 28, 2015
[Soil Analysis Report](#)

Parcel List

Legend

Measure

Camden County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll.

STATE OF GEORGIA

COUNTY OF CAMDEN

WARRANTY DEED

THIS INDENTURE, made this 1st day of June, in the Year of Our Lord One Thousand Nine Hundred and Eighty-one, between Reggie Way and Grace Way of the State of Georgia and County of Camden of the first part and Daniel Williams, Jr. and Elvenia W. Williams, joint tenants with right of survivorship of the State of Georgia and County of Camden of the second part.

W I T N E S S E T H

That the parties of the first part, for and in consideration of the sum of Ten Dollars(\$10.00) and other valuable consideration, in hand paid, at and before the sealing and delivery of these presents, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, all that lot, tract or parcel of land lying and being in the City of Kingsland, Georgia, 1606th District G.M., Camden County, Georgia, more particularly described as follows, to-wit:

A one acre tract bounded as follows: on the North by lands of Daniel Williams, Jr., on the South by lands of Reggie Way and Grace Way, on the East by Norman Way and on the West by the Kingsland Caney Branch Road.

Said one acre tract has been surveyed and plated by John R. McDonell, Georgia Registered Surveyor #165, dated May 6, 1981. A copy of said survey and plat is attached hereto and made a part hereof for further description and identification. Reference is made to the afore said plat for descriptive and all other legal purposes.

This being one acre out of that Five Acre tract conveyed to Reggie Way by H.F. Sheffield and recorded in Deed Book "QQ" at pages 70-71, Camden County Public Land Records.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining, to the only proper use, benefit and behoof of the said parties of the second part, their heirs and assigns forever, in FEE SIMPLE.

(The terms "Grantors" and "Grantees" as used herein shall include their respective heirs, successors and assigns where the context requires or permits.)

DA STEVENS
COUNSELLOR AT LAW
P.O. Box 306
MARYS, GA. 31558

Camden County, Georgia
Real Estate Transfer Tax
Paid \$ None
Date June 3, 1981
[Signature]
Clerk of Superior Court

AND THE SAID PARTY OF the first part, for himself, his heirs, executors and administrators, will warrant and forever defend the right and title to the above described property unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

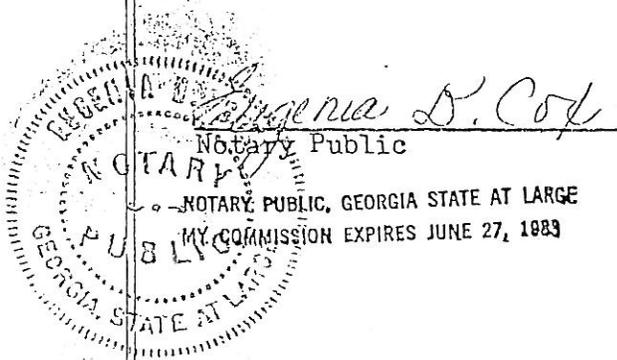
IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand, and affixed his seal, the day and year first above written.

Reggie Way (SEAL)
REGGIE WAY

Grace Way (SEAL)
GRACE WAY

Signed, and sealed and delivered in the presence of:

Ruth S. Martin
Witness



CLERK'S NOTE: CONTINUED NEXT PAGE

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 2

SUBJECT: Consideration of Fiscal Year 2015 Budget Amendments.

- () Recommendation
- () Policy Discussion
- () Status Report
- (X) Action Item
- () Other

DATE: December 23, 2015

BUDGET INFORMATION:

FUNDING SOURCE: General fund revenues

COMMISSION ACTION REQUESTED ON: January 5, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the amendment for the final expenses regarding the EMS ambulance billing bad debt.

HISTORY:

- 1. EMS billing has been through two vendors in the last two years.
- 2. Besides the normal write-offs that occur for Medicare/Medicaid, there were many old accounts that were beyond the 4 year time period for collection as well as deceased accounts.

FACTS & ISSUES:

- 1. The accounts receivable is now tied to the general ledger with specific account totals.
- 2. The oldest accounts from the prior vendor have been turned over from collection and have already began receiving payments on these accounts.
- 3. Reconciliation has been established to monitor all outstanding accounts on a monthly basis.

OPTIONS:

- 1. Motion to approve the amendment as presented.
- 2. Motion to deny the amendment as presented.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends approval of the budget FY 15 amendment as presented.

DEPARTMENT:

Prepared by:

Nancy Gonzalez,
Asst. Finance Director

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A

A RESOLUTION TO AMEND THE 2014 - 2015 FISCAL
BUDGET RESOLUTION FOR THE CAMDEN COUNTY
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize the additional cost of write-offs for accounts receivable related to EMS ambulance fees;

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 39.9999	\$ 2,476,958	\$ 444,335	\$ 2,921,293	Use of Fund Balance for Ambulance Billing, bad debt
1506 - 57.4000	\$ 365,900	\$ 444,335	\$ 810,235	Increase for bad debt adjustment - Ambulance Billing

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this _____ day of _____, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

James H. Starline, Chairman

Attest :

Katie Bishop, County Clerk

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 3

SUBJECT: Consideration of Budget Amendments for Fiscal Year 2016.

- Recommendation
- Policy Discussion
- Status Report

- Action Item
- Other

DATE: December 23, 2015

BUDGET INFORMATION:

FUNDING SOURCE: as reflected in the attached budget resolutions

COMMISSION ACTION REQUESTED ON: January 5th

PURPOSE:

To request that the Board of Commissioners:

- a. Adopt the required resolution to place the annual budgets in compliance with State Law.

HISTORY:

- 1. Since the adoption of the FY 2016 budget approved events now require that we balance the budget to reflect the events in the budget line item.

FACTS & ISSUES:

- 1. It is for the General Fund to reflect the additional costs related to the Spaceport project.
- 2. This has been approved by the Board previously and is in the FY2015 audit under fund balance assigned for capital outlay.

OPTIONS:

- 1. Motion to approve the budget amendments as presented.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Nancy Gonzalez
Assistant Finance Director

IF APPLICABLE:

County Attorney Review:

Atty. John S. Myers

IF APPLICABLE:

Finance Review:

N/A

A RESOLUTION TO AMEND THE 2015 - 2016 FISCAL
BUDGET RESOLUTION FOR THE CAMDEN COUNTY
BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :

That it is necessary to recognize the additional cost for consulting services for support and consultation for the Spaceport.

That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 39.9999	\$ 4,245,365	\$ 350,000	\$ 4,595,365	Use of Fund Balance for consulting svcs for Spaceport
1506-52-1300	\$ 350,000	\$ 350,000	\$ 700,000	Increase Spaceport for consulting services

THEREFORE BE IT RESOLVED, that the Camden County Board of Commissioners does hereby ordain, resolve, and enact the foregoing budget amendments for Camden County, Georgia.

Adopted this _____ day of _____, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

James H. Starline, Chairman

Attest :

Katie Bishop, County Clerk

Board of County Commissioners January 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
				January 1 County Offices will be closed in observance of New Years Day
January 4	January 5 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	January 6	January 7 Board of Assessor Meeting Government Services Complex, 6:00 PM	January 8
January 11	January 12	January 13	January 14 PSA Board Meeting Community Room, 1050 Wildcat Dr. 5:30 PM	January 15
January 18 County Offices will be closed in observance of Martin Luther King Day	January 19 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	January 20	January 21 Board of Assessor Meeting Government Services Complex, 6:00 PM	January 22
January 25	January 26	January 27	January 28	January 29

February 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
Feb 1	Feb 2	Feb 3	Feb 4 Board of Assessor Meeting Government Services Complex, 6:00 PM	Feb 5
Feb 8	Feb 9 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Feb 10	Feb 11	Feb 12
Feb 15 County Offices will be closed in observance of President's Day	Feb 16	Feb 17	Feb 18 Board of Assessor Meeting Government Services Complex, 6:00 PM	Feb 19 JDA Meeting 9:00 AM Center for Industry & Commerce Located at North Center, Kingsland
Feb 22	Feb 23 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Feb 24	Feb 25	Feb 26
Feb 29				