

AGENDA
Camden County Board of Commissioners
Government Services Building, (Courthouse Square)
200 East 4th Street, 2nd Floor, Room 252,
Commissioners' Meeting Chambers
Woodbine, Georgia
Thursday, May 26, 2016

Convene Work Session at 5:00 PM

- Budget and Business Plan Presentation by Joint Development Authority

Adjourn Work Session

Convene Regular Meeting at 6:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Roll Call

Agenda Amendments

Adoption of Agenda

Approval of Minutes

- [May 3, 2016 Public Hearing & Regular Meeting minutes](#)

Presentation

- [Joint Proclamation recognizing Armed Forces Day, on Super Saturday, May 21, 2016.](#)
- [Proclamation recognizing the month of May as "Mental Health Month"](#)
- Annual Report presented by Georgia Forestry Chief Ranger Frank Allen.
- Fiscal Year 2017 Budget presented by Finance & Budget Director Mike Fender

Public Comments

Adjourn Regular Meeting

Convene Public Hearing

To receive comments from the public regarding the following Planning Items:

- [Zoning Map Amendment -- RZ2016-3 – Request to Rezone 4 acres from A-F to A-R, Tax Parcel 132A 067A , and Rezone 5 acres from R-1 to A-R, Tax Parcel 132A 054, and a Future Land Use Map Amendment FLU2016-2 from “Residential” to “Rural Residential”. Property located at 932 Mush Bluff Rd](#)
- [Zoning Map Amendment -- RZ2016-4 – Request to Rezone 1.6 acres from A-F to C-G. Parcel is located on the northeast corner of Horsestamp Church Road and Highway 17. Tax Parcel 073A 033](#)
- [Amendment to “Table 2.2 Allowed Uses by Zoning District” of the Unified Development Code \(UDC\)](#)

Reconvene Regular Meeting

Regular Agenda

Planning & Development Director Eric Landon

1. [Consideration of request to rezone 4 acres from A-F to A-R, Tax Parcel 132A 067A, and Rezone 5 acres from R-1 to A-R, Tax Parcel 132A 054, and a Future Land Use Map Amendment FLU2016-2 from “Residential” to “Rural Residential”. Property located at 932 Mush Bluff Rd.](#)
2. [Consideration of request to rezone 1.6 acres from A-F to C-G. Parcel is located on the northeast corner of Horsestamp Church Road and Highway 17. Tax Parcel 073A 033](#)
3. [Consider proposed amendment to “Table 2.2 Allowed Uses by Zoning District” of the UDC](#)
4. [Consider a request for a temporary use permit to allow a mobile home in an R-2 zoning district.](#)

Public Safety Chief Crews

5. [Consideration of the Provider & Provider Advisor Confidentiality and Non-Disclosure Agreement regarding Ambulance Medical Billing.](#)

Human Resources Director Katie Howard

6. [Consideration of approval of approval of agreement with Mary T. Smith and Associates LLC for Benefit Management / Consulting and Insurance Agency Services.](#)

Grants Manager Julie Haigler

7. [Consideration of the submittal of a grant to Department of Justice Office of Community Oriented Policing Services \(COPS\) program.](#)
8. [Consideration of reapplying to the FEMA flood mitigation assistance program.](#)

Purchasing Officer Alethea Harris

9. [Approval to Award the bid for road resurfacing \(LMIG\).](#)

Finance & Budget Director Mike Fender

10. [Approval of Lease Agreement for Juvenile Justice.](#)
11. [Approval of Contract with Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension.](#)

Office of Public Protection and Compliance – Dennis Gailey

12. [Approval of Fiscal Year 2017 Humane Society Contract](#)

Solid Waste Director Lannie Brant

13. [Approval of Resolution and Agreement regarding Hazardous Waste Trust Fund for reimbursement.](#)

Reports

- [Calendar – May / June 2016](#)
- County Administrator Comments

Additional Public Comments

Adjourn BOC Meeting

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
MAY 3, 2016, 6:00 PM**

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

Absent: Commissioner Tony Sheppard

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:

Added under Presentations:

- Proclamation recognizing the week of May 15 – 21, 2016 as National Peace Officers' Week
- Proclamation Recognizing the week of May 1 – 7, 2016 as National Correctional Officers' Week

Added item under Regular Agenda:

Tax Assessor's Office – Deputy Chief Appraiser Brian Bishop

4. Consideration of approval of Tax Release Applications

Vice-Chairman Blount made a motion, seconded by Commissioner Keene to approve the agenda amendments as presented.

The motion carried unanimously.

Motion to Adopt the Agenda:

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

The motion carried unanimously.

Approval of the Minutes

- April 19, 2016 Public Hearing & Regular Meeting Minutes

Commissioner Clark made a motion, seconded by Commissioner Keene to approve the April 19, 2016 Public Hearing & Regular Meeting Minutes.

So Voted:

Chairman Starline – Yes

Vice-Chairman Blount – Abstain

Commissioner Clark – Yes

Commissioner Sheppard – Absent

Commissioner Keene - Yes

The motion carried 3-0. Vice-Chairman Blount abstained from the motion due to his absence during the April 19, 2016 public hearing and regular meeting.

Presentation

- Proclamation recognizing Employee of the Quarter

County Clerk Katie Bishop presented the Employee of the Quarter Proclamation to Amber Hardman of the Tax Assessor's Office.

***WHEREAS**, the Employee Recognition Committee is pleased to announce that Amber Hardman has been named Employee of the Quarter for the 3rd Quarter of Fiscal Year 2016; and*

***WHEREAS**, Amber's commitment to the Camden County Tax Assessor's Office began on May 9, 2011; where her willing attitude, and diligent work ethic have played an important role in the growth and success of this organization; and*

***WHEREAS**, Amber has been described by her peers as compassionate, hardworking, and always brings a sense of team spirit to the job; and*

***WHEREAS**, this quarter Amber has given extra effort, going above and beyond her daily duties, by assisting a disoriented elderly citizen in distress. In February, while conducting property reviews in the Owen's Ferry area, north of Woodbine, Amber noticed an elderly woman in the road walking alone. Concerned, she stopped to ask if she needed help; and*

***WHEREAS**, Amber sensed something was not right as its miles back to Woodbine, and the woman seemed unable to determine where she was living. Ms. Hardman contacted the Sheriff's Office and was informed to stay there until a deputy could arrive; and*

***WHEREAS**, while waiting Amber observed that the woman continued to walk down the dirt road; after a few minutes she got too close to the edge of the road, and slipped into the ditch. Ms. Hardman immediately assisted her and offered her some water. She was soon able to locate the disoriented woman's home where she lived with her daughter who had been frantically looking for her mother; and*

***WHEREAS**, Amber's actions in this incident and how she conducts herself at work on a daily basis exemplifies her kindheartedness and her ability to go the extra mile to get the job done. She understands the impact her performance has on the citizens of Camden County and her department;*

NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS that the members of this body recognize Amber Hardman as Employee of the Quarter for Camden County Government, and, we hereby express our gratitude for her continued efforts and commitment.

- Proclamation recognizing the week of May 6 -12, 2016 as National Nurses Week.

County Clerk Katie Bishop presented the Proclamation recognizing the week of May 6 -12, 2016 as National Nurses Week and announced that this Proclamation will be recorded into the official record of Camden County.

Whereas, the nearly 3.1 million registered nurses in the United States comprise our nation's largest health care profession, and

Whereas, the depth and breadth of the registered nursing profession meets the different and emerging health care needs of the American population in a wide range of settings, and

Whereas, the American Nurses Association, as the voice for the registered nurses of this country, is working to chart a new course for a healthy nation that relies on increasing delivery of primary and preventive health care, and

Whereas, a renewed emphasis on primary and preventive health care will require the better utilization of all of our nation's registered nursing resources, and

Whereas, professional nursing has been demonstrated to be an indispensable component in the safety and quality of care of hospitalized patients, and

Whereas, the demand for registered nursing services will be greater than ever because of the aging of the American population, the continuing expansion of life-sustaining technology, and the explosive growth of home health care services, and

Whereas, that more qualified registered nurses will be needed in the future to meet the increasingly complex needs of health care consumers in this community, and

Whereas, the cost-effective, safe and quality health care services provided by registered nurses will be an ever more important component of the U.S. health care delivery system in the future, and

*Whereas, along with the American Nurses Association, Southeast Georgia Health System has declared the week of **May 6-12** as **NATIONAL NURSES WEEK** with the theme **Culture of Safety** in celebration of the ways in which registered nurses strive to provide safe and high quality patient care and map out the way to improve our health care system, and we ask that all residents of this community join us in honoring the registered nurses who care for all of us, and*

***Be it resolved,** that the residents of Camden County celebrate registered nursing's accomplishments and efforts to improve our health care system and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year, and*

***NOW, THEREFORE, BE IT PROCLAIMED THAT** the Camden County Board of Commissioners do hereby ask that all residents of this community to join in honoring the registered nurses who care for all of us, and that we celebrate registered nursing's accomplishments and efforts to improve our health care system, and show our appreciation for the nation's registered nurses not just during this week, but at every opportunity throughout the year.*

- Proclamation recognizing the week of May 15 – 21, 2016 as National Peace Officers' Week

County Clerk Katie Bishop presented the Proclamation recognizing the week of May 15 – 21, 2016 as National Peace Officers' Week and announced that this Proclamation will be recorded into the official record of Camden County.

***WHEREAS**, our Nation's Peace Officers embody the very idea of citizenship – that along with our rights come responsibilities, both to ourselves and to others. During Peace Officers' Memorial Day and Peace Officers' Week, we celebrate those who protect and serve us every minute of every day, and we honor the courageous officers who devoted themselves so fully to others that in the process they laid down their lives.*

***WHEREAS**, we mourn the fallen, and we also remember how they lived. With unflinching commitment, they defended our schools and businesses. They guarded jails; patrolled borders; and kept us safe at home, on the road, and as we went about our lives. To their families, we owe an unpayable debt. And to the men and women who carry their mission forward, we owe our unyielding support.*

***WHEREAS**, the members of the Camden County Sheriff's Office play an essential role in safeguarding the rights and freedoms of Camden County; and*

***WHEREAS**, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of their law enforcement agency, and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression;*

***WHEREAS**, the men and women of the Camden County Sheriff's Office unceasingly provide a vital public service;*

***NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS** that all citizens of Camden County and all patriotic, civic and educational organizations observe the week of May 15 – 21, 2016, as **Peace Officers' Week** in which all of our people may join in the commemorating of our Peace Officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.*

*It is further proclaimed that all citizens of Camden County observe the 15th day of May 2015, as **Peace Officers' Memorial Day** in honor of those Peace Officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.*

- Proclamation Recognizing the week of May 1 – 7, 2016 as National Correctional Officers' Week

County Clerk Katie Bishop presented the Proclamation recognizing the the week of May 1 – 7, 2016 as National Correctional Officers' Week, and announced that this Proclamation will be recorded into the official record of Camden County.

***WHEREAS**, Correctional Officers have the difficult and often dangerous assignment of ensuring the custody, safety and well-being of the over 600,000 inmates in our Nation's prisons and jails. Their position is essential to the day-to-day operations of these institutions; without them it would be impossible to achieve the foremost institutional goals of security and control; and*

WHEREAS, the duties of these officers have become increasingly complex and demanding. They are called upon to fill, simultaneously, custodial, supervisory and counseling roles. The professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding and often conflicting roles deserve our utmost respect; and

WHEREAS, the important work of Correctional Officers often does not receive the recognition from the public it deserves. It is appropriate that we honor the many contributions and accomplishments of these men and women who are a vital component of the field of corrections; and

WHEREAS, one of the primary goals for the Camden County Sheriff's Office is to provide its citizens with an effective criminal justice system that focuses on quality of life and safety for all our citizens; and

WHEREAS, the men and women of the Camden County Sheriff's Office unceasingly provide a vital public service; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE CAMDEN COUNTY BOARD OF COMMISSIONERS that all citizens of Camden County and all patriotic, civic and educational organizations observe the week of May 1 - 7, 2016, as **Correctional Officers' Week** in which all of our people may join in the commemorating of our Correctional Officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

Public Comments

Nelson Zeringne, Kingsland

Mr. Zeringne stated that he would like to bring to the Board's attention the need for Sheffield Island Road to be paved. He urged the Board to look into this matter and the need for the paving of this road.

Rueben Gomez, Kingsland

Mr. Gomez stated that he made a public comment during the April 19th Board meeting and it was unfair of him to do so. He explained that in that comment he implied that the Board was soft in doing their business. He stated that he believes there is room for challenge in Board decisions specifically item 7 regarding the award of a contract for renovations to the Juvenile Justice building. He asked if the contract was negotiated, was given, or assigned to this company. He stated that there was a recent article in the Tribune & Georgian newspaper regarding local government salaries. He stated that he was flabbergasted by the top 25 salaries listed which totaled approximately 2 million dollars a year. He explained his concerns regarding these salaries to the Board.

Commissioner Keene made a motion seconded by Commissioner Sheppard to adjourn the Regular Meeting at 6:16 PM.

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

Absent: Tony Sheppard

SWA Chairman Starline convened the Solid Waste Authority (SWA) meeting at 6:16 PM.

Reorganization of Solid Waste Authority

- Election of the Chair

Chuck Clark made a motion, seconded by Gary Blount to elect Jimmy Starline as Chairman of the Solid Waste Authority.

The motion carried unanimously.

- Election of the Vice-Chair

Gary Blount made a motion, seconded by Willis R. Keene, Jr. to elect Chuck Clark as Vice-Chairman of the Solid Waste Authority.

The motion carried unanimously.

Adoption of SWA Agenda

Willis R. Keene, Jr. made a motion, seconded by SWA Vice-Chairman Chuck Clark to adopt the Solid Waste Authority agenda as presented.

The motion carried unanimously.

SWA Approval of Minutes

- July 14, 2015 SWA meeting minutes

Willis R. Keene, Jr. made a motion, seconded by SWA Vice-Chairman Chuck Clark to approve the July 14, 2015 Solid Waste Authority meeting minutes.

The motion carried unanimously.

SWA Public Comments

No public comments were offered during this time.

SWA Agenda

1. Discussion and possible action regarding Curbside Recycling

SWA Vice-Chairman Chuck Clark made a motion, seconded by Willis R. Keene, Jr. to open this item for discussion by the Board.

The motion carried unanimously.

The Authority discussed the increase to the contract with Advance Disposal for Curbside Collection services.

A consensus of the Authority was to allow staff to set aside time during budget discussions to address this item further.

No official action was taken at this time.

SWA Reports

- Curbside Collections

No report regarding Curbside Collections was offered during this time.

- Solid Waste

Solid Waste Director Lannie Brant gave the Board an overview of current Landfill & C & D Site operations for fiscal year 2016.

Additional SWA Public Comments

No public comments were offered during this time.

SWA Adjournment

Willis R. Keene, Jr. made a motion, seconded Gary Blount to adjourn the Solid Waste Authority meeting at 6:42 PM.

The motion carried unanimously.

Chairman Starline reconvened the Regular Meeting at 6:42 PM.

Regular Agenda

1. Consideration of approval of a purchase order for the cost of remounting one ambulance patient compartment to our existing 2016 Freightliner M2 chassis.

Vice-Chairman Blount made a motion, seconded by Commissioner Keene to approve the purchase order for the cost of remounting one ambulance patient compartment to our existing 2016 Freightliner M2 chassis.

The motion carried unanimously.

2. Consideration of approval of a purchase order for the cost of a new 2016 Freightliner M2 chassis.

Vice-Chairman Blount made a motion, seconded by Commissioner Keene to approve the purchase order for the cost of a new 2016 Freightliner M2 chassis.

The motion carried unanimously.

3. Consideration of approval for the surplus of a 1997 Ford Fire Engine, and allow this truck to be donated to the Pierce County Fire Department.

Vice-Chairman Blount made a motion, seconded by Commissioner to deny the

request for the surplus of a 1997 Ford Fire Engine, and allow this truck to be donated to the Pierce County Fire Department.

The motion passed 4-0 to deny the request.

After further discussion by the Board, Chairman Starline made a motion, seconded by Vice-Chairman Blount to place the 1997 Ford Fire Engine in surplus for normal procedure.

The motion carried unanimously.

4. Consideration of approval of Tax Release Applications

Vice-Chairman Blount made a motion, seconded by Commissioner Clark t

The motion carried unanimously.

Reports

- **Calendar – May & June 2016**

County Clerk Kathryn Bishop announced the Criminal Justice Collaboration Council will meet on Thursday, May 12 located here in the Commissioner Chambers. She also announced the Leap into Summer Event, to be held May 21st 11 AM – 2PM, Lunch provided & various events planned, 3 locations: Kingsland – REC; Woodbine - Highway 110 Park; and the St. Marys – St. Marys REC Park (*adjacent to the Waterpark*).

- **County Administrator Comments**

County Administrator Steve Howard announced that budget negotiations have begun with staff and preparations to present the fiscal year 2017 budget to the Board are underway.

Executive Session – Real Estate

Commissioner Clark made a motion, seconded by Vice-Chairman Blount to adjourn the regular meeting and convened an Executive Session for the purpose of discuss matters related to real estate at 6:59 PM.

The motion carried unanimously.

CLOSED MEETING AFFIDAVIT

**STATE OF GEORGIA
COUNTY OF CAMDEN**

AFFIDAVIT OF BOARD OF COUNTY COMMISSIONERS

The Camden County Board of Commissioners, being duly sworn, states under oath that the following is true and accurate to the best of their knowledge and belief:

1.

The Camden County Board of Commissioners met in a duly advertised meeting on May 3, 2016.

2.

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

3.

The executive session was called to order at 6:59 p.m.

4.

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

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

X Discussion of future acquisition of real estate as provided by O.C.G.A. 111, 50-14-3(4);

____ Discussion or deliberation on the appointment, employment, compensation, hiring, disciplinary action or dismissal or periodic evaluation or rating of a county officer or employee as provided by O.C.G.A. 11L 50-14-3(6);

This 3rd day of May, 2016

James H. Starline, Chairman

Gary Blount, Vice-Chairman

Chuck Clark, Commissioner

Tony Sheppard, Commissioner

Willis R. Keene, Jr., Commissioner

Sworn to and subscribed before me this
_____ day of _____, 2016.

Notary Public

My commission expires: _____

Chairman Starline reconvened the regular meeting at 7:15 PM.

No action will be taken at this time regarding the Executive Session – Real Estate.

Additional Public Comments

No additional public comments were offered during this time.

Adjournment:

Commissioner Clark made a motion, seconded by Commissioner Sheppard to adjourn the May 3, 2016 regular meeting. The vote was unanimous to adjourn the meeting at 7:16 PM.

Joint Proclamation
of the Camden County Board of County Commissioners,
City of St. Marys, City of Kingsland, & City of Woodbine

**Joint Proclamation recognizing Armed Forces Day, on Super
Saturday May 21st**

WHEREAS, the Camden County Board of County Commissioners, City of St. Marys, City of Kingsland and the City of Woodbine recognize the importance of our Armed Forces

WHEREAS, we are dedicated to supporting our Armed Forces

WHEREAS, the Armed Forces protect and serve our great communities

WHEREAS, events such as Armed Forces Day recognize the great sacrifice our Armed Forces makes for our communities

WHEREAS, the Armed forces serve such an integral part of our cities and our county

WHEREAS, by working together and sponsoring events such as the Super Saturday- Armed Forces Day, we are able to show our gratitude and appreciation to our armed forces

WHEREAS, we urge all citizens to come out and celebrate our Armed Forces day event on Super Saturday May 21st

NOW, THEREFORE, BE IT RESOLVED that the Camden County Board of County Commissioners, City of St. Marys, City of Kingsland, and City of Woodbine declare by Joint Proclamation recognizing a joint effort in supporting the Super Saturday- Armed Forces Day event

RESOLVED this 2nd day of May, 2016.

Camden County Board of County Commissioners

City of St. Marys

Jimmy Starline, Chairman

John Morrissey, Mayor

Kathryn A. Bishop, County Clerk

Deborah Walker-Reed , City Clerk

City of Kingsland

City of Woodbine

Kenneth E. Smith, Sr., Mayor

Steven Parrott, Mayor

Linda M. O'Shaughnessy, City Clerk

Lynn Courson, City Clerk

Proclamation
of the Camden County Board of Commissioners
declaring the month of May as
“Mental Health Month”

WHEREAS, mental health is essential to everyone’s overall health and well-being; and

WHEREAS, all Camden County residents experience times of difficulty and stress in their lives; and

WHEREAS, prevention is an effective way to reduce the burden of mental illnesses; and

WHEREAS, there is a strong body of research that supports specific tools that all residents can use to better handle challenges, and protect their health and well-being; and

WHEREAS, mental illnesses are real and prevalent in our community; and

WHEREAS, with early and effective treatment, those individuals with mental illnesses can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illnesses and has a responsibility to promote mental wellness and support prevention efforts.

WHEREAS, these values form the foundation for Coastal Counseling Center, Camden County recognizes the potential for improving the mental health care and celebrate Mental Health Month with a renewed sense of optimism and hope;

NOW, THEREFORE, BE IT PROCLAIMED THAT the Camden County Board of Commissioners do hereby proclaim May 2016 as **MENTAL HEALTH MONTH** also call upon the citizens, government agencies, public and private institutions, businesses and schools in Camden County, GA to recommit our community to increasing awareness and understanding of mental health, the steps our residents can take to protect their mental health, and the need for appropriate and accessible services for all people with mental illnesses at all stages.

PROCLAIMED this 26th day of May, 2016

BY: _____
James H. Starline, Chairman

ATTEST: _____
Kathryn A. Bishop, County Clerk

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 1

SUBJECT: Zoning Map Amendment -- RZ2016-3 – Request to Rezone 4 acres from A-F to A-R, Tax Parcel 132A 067A , and Rezone 5 acres from R-1 to A-R, Tax Parcel 132A 054, and a Future Land Use Map Amendment FLU2016-2 from “Residential” to “Rural Residential”. Property located at 932 Mush Bluff Rd

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

DATE: May 16, 2016

COMMISSION ACTION REQUESTED ON: May 26, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the zoning and FLUM request.

HISTORY:

- 1. The applicant wishes to combine two lots, which currently have three zoning classifications. Prior to combining lots the zoning is required to be consistent for the entire property.
- 2. The applicant has requested AR zoning for the entire property.
- 3. This property has a Future Land Use designation of “residential” an amendment to “rural residential” is required as part of this request.

FACTS & ISSUES:

- 1. Planning Staff and the Planning Commission recommend approval.

OPTIONS:

- 1. Motion to approve the Zoning Map Amendment request to Rezone 4 acres from A-F to A-R, Tax Parcel 132A 067A , and Rezone 5 acres from R-1 to A-R, Tax Parcel 132A 054, and a Future Land Use Map Amendment FLU2016-2 from “Residential” to “Rural Residential”. Property located at 932 Mush Bluff Rd.
- 2. Motion to approve this item with conditions.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Approval of RZ2016-3 to Rezone 4 acres from A-F to A-R and 5 acres from R-1 to A-R and FLU2016-2 from “Residential” to “Rural Residential”.

DEPARTMENT:

Prepared by:

Eric Landon, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers



Camden County, GA

200 East 4th Street
Courthouse Square
P.O. Box 99
Woodbine, Georgia 31569

Planning Report

Type: Public Hearing Agenda
Contact: Eric Landon, Director for Planning and Development
Agenda Dates: May 16, 2016

Request:

Zoning Map Amendment -- RZ2016-3 – Request to Rezone 4 acres from A-F to A-R, Tax Parcel 132A 067A , and Rezone 5 acres from R-1 to A-R, Tax Parcel 132A 054, and a **Future Land Use Map Amendment FLU2016-2** from “Residential” to “Rural Residential”. Property located at 932 Mush Bluff Rd. St. Marys, GA.; Bruce Kahler, owner.

Background:

The applicant wishes to combine two lots, which currently have three zoning classifications. Prior to combining lots the zoning is required to be consistent for the entire property. Therefore, the applicant has requested AR zoning for the entire property. Once combined, the applicant’s immediate intent is to use the property for growing fruit trees.

Because this property has a Future Land Use designation of “residential” an amendment to “rural residential” is required as part of this request.

Planning Conclusions:

The requested rezoning and future land use designation will establish land use regulations for this parcel. The standards for establishing zoning and FLUM designations are provided below.

UDC Section 1213 (a) Standards for consideration of a proposed rezoning (map amendment):

In consideration of a rezoning, the planning commission and the county commission shall consider factors relevant in balancing the interest in promoting the public health, safety, or general welfare against the right of the individual to the unrestricted use of property the commissioners shall consider relevant factors and shall specifically consider the following objective criteria. Emphasis may be placed on those standards most applicable to the specific use proposed:

- 1) *Is this request a logical extension of a zoning boundary that would improve the pattern of uses in the general area?*
- 2) *Is this request an illogical extension of a zone boundary that would intrude a damaging volume of commercial, industrial or high-density use to a stable neighborhood? Would the change be likely to lead to neighborhood deterioration, the spread of blight,*

- and a request for additional zoning of a similar nature which would expand the problem?*
- 3) *Is this zoning change generally unrelated to either existing zoning or the pattern of development of the area?*
 - 4) *Would granting this request extend to the applicant development rights denied to others similarly situated in the same area?*
 - 5) *Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established neighborhoods, lead to congestion, noise and traffic hazards?*
 - 6) *Is the proposed zoning in conformity with the community capital improvements staging, or could permitted uses overload existing public facilities, water, sewer, police and fire protection?*
 - 7) *Could the uses allowed in this request disrupt existing neighborhood character?*
 - 8) *Does this request conform or alter general expectations for population growth and distribution?*
 - 9) *Will this request eliminate options for the acquisition by governments of future public facility sites, roads, open spaces, etc.?*
 - 10) *Will this request require a major change in existing: a. Levels of public service? b. Municipal services? c. Fiscal stability?*
 - 11) *Will this request place irreversible limitations on the area as it is or on future plans for it?*
 - 12) *Does this request have the potential of achieving short term, to the disadvantage of long term, development goals?*
 - 13) *Could this request have "domino effect" in that it becomes the opening wedge for further rapid growth, urbanization or other land use change beyond what is indicated in the proposal or existing plan?*
 - 14) *Could the change in classification adversely affect market values and/or tax rates of nearby properties?*
 - 15) *Is the proposed rezoning compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?*

UDC Section 1224 Standards governing consideration of a future land use amendment:

The Planning Commission and the Board of Commissioners shall consider the following in evaluating a future land use map amendment, giving due weight or priority to those factors particularly appropriate to the circumstances of the application:

- 1) *The extent to which the proposed designation of a particular land use category is desirable in general in the area, but for which a specific location within the area was not designated on the future land use map due to the uncertainty of specific development opportunities.*
- 2) *The extent to which a change in the economy or land use or development opportunities of the area has occurred.*
- 3) *The extent to which the proposed designation is in compliance with the goals and policies of the adopted Camden County Comprehensive Plan.*
- 4) *The extent to which the proposed designation would require changes in the provision of public facilities and services.*

- 5) *The extent to which the proposed designation would positively or negatively impact the public health, safety, and welfare.*
- 6) *The extent to which additional land area needs to be made available or developed for a specific type of use in response to demonstrated market demand.*
- 7) *The extent to which area demographics or forecasts are not occurring as projected.*

Staff's conclusion after review of Section 1213 and 1224 is that the request is consistent with the criteria outlined and would therefore recommend approval of the request. The proposed zoning request and use of the property proposes no conflict with surrounding properties. The change in zoning is a result of the necessity to combine the properties into a single lot.

Staff Recommendation:

Staff recommends approval of **RZ2016-3** to Rezone 4 acres from A-F to A-R and 5 acres from R-1 to A-R and **FLU2016-2** from "Residential" to "Rural Residential".

Planning Commission Recommendation;

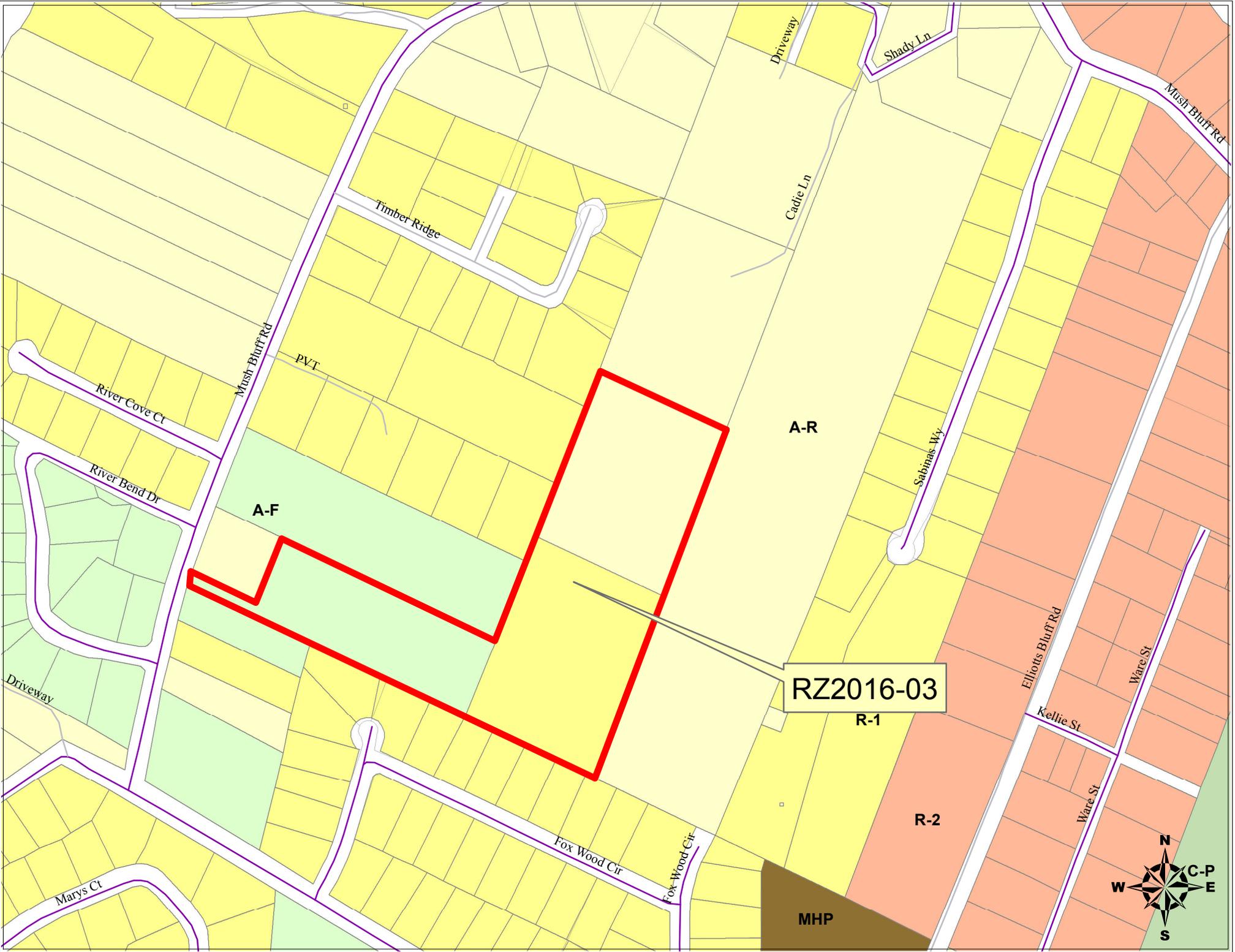
At the April 27, 2016 Regular Meeting the Planning Commission recommended approval of **RZ2016-3** to Rezone 4 acres from A-F to A-R and 5 acres from R-1 to A-R and **FLU2016-2** from "Residential" to "Rural Residential".

Recommended Motion:

I move to approve **RZ2016-3** to Rezone 4 acres from A-F to A-R and 5 acres from R-1 to A-R and **FLU2016-2** from "Residential" to "Rural Residential".

Attachments:

1. Zoning Map
2. Future Land Use Map



A-F

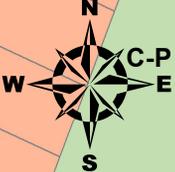
A-R

RZ2016-03

R-1

R-2

MHP





Residential

RZ2016-03

Public/Inst

Multi-Family



CAMDEN COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM: 2

SUBJECT: Zoning Map Amendment -- RZ2016-4 – Request to Rezone 1.6 acres from A-F to C-G. Parcel is located on the northeast corner of Horsestamp Church Road and Highway 17. Tax Parcel 073A 033

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

DATE: May 16, 2016

COMMISSION ACTION REQUESTED ON: May 26, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the zoning request.

HISTORY:

- 1. The applicant wishes to rezone to allow a 9,100 square foot retail store.
- 2. The Future Land Use Designation of "Commercial" for this property
- 3. This property has frontage on Highway 17 and the applicant is working with Camden County Public Works and GA DOT to provide the necessary access and drainage.

FACTS & ISSUES:

- 1. Planning Staff and the Planning Commission recommend approval.

OPTIONS:

- 1. Motion to approve the request to Rezone 1.6 acres from A-F to C-G. Parcel is located on the northeast corner of Horsestamp Church Road and Highway 17. Tax Parcel 073A 033
- 2. Motion to approve this item with conditions.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends approval of RZ2016-4 to rezone 1.6 acres from A-F to C-G.

DEPARTMENT:

Prepared by:

Eric Landon, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers



Camden County, GA

200 East 4th Street
Courthouse Square
P.O. Box 99
Woodbine, Georgia 31569

Planning Report

Type: Public Hearing Agenda
Contact: Eric Landon, Director for Planning and Development
Agenda Dates: May 16, 2016

Request:

Zoning Map Amendment -- RZ2016-4 – Request to Rezone 1.6 acres from A-F to C-G. Parcel is located on the northeast corner of Horsestamp Church Road and Highway 17. Tax Parcel 073A 033 (portion of). Teramore Development, applicant for Shaker House Limited Partners, owner.

Background:

The intent of the rezoning is to allow a 9,100 square foot retail store. The Future Land Use Designation of “Commercial” for this property. This property also has frontage on Highway 17 and the applicant is working with Camden County Public Works and GA DOT to provide the necessary access and drainage.

The site is separated from any adjacent property line by a 75’ minimum right-of-way on all sides. In addition, a 65’ setback will be required on all sides of the property for a minimum separation of 130’ from any property. Landscape buffers and/or fencing will be required at time of permitting to create additional buffers from adjacent uses.

Planning Conclusions:

The requested rezoning and future land use designation will establish land use regulations for this parcel. The standards for establishing zoning and FLUM designations are provided below.

UDC Section 1213 (a) Standards for consideration of a proposed rezoning (map amendment):

In consideration of a rezoning, the planning commission and the county commission shall consider factors relevant in balancing the interest in promoting the public health, safety, or general welfare against the right of the individual to the unrestricted use of property the commissioners shall consider relevant factors and shall specifically consider the following objective criteria. Emphasis may be placed on those standards most applicable to the specific use proposed:

- 1) *Is this request a logical extension of a zoning boundary that would improve the pattern of uses in the general area?*
- 2) *Is this request an illogical extension of a zone boundary that would intrude a damaging volume of commercial, industrial or high-density use to a stable neighborhood? Would the change be likely to lead to neighborhood deterioration, the spread of blight,*

and a request for additional zoning of a similar nature which would expand the problem?

- 3) Is this zoning change generally unrelated to either existing zoning or the pattern of development of the area?*
- 4) Would granting this request extend to the applicant development rights denied to others similarly situated in the same area?*
- 5) Could traffic created by the proposed use or other uses permissible under the zoning sought traverse established neighborhoods, lead to congestion, noise and traffic hazards?*
- 6) Is the proposed zoning in conformity with the community capital improvements staging, or could permitted uses overload existing public facilities, water, sewer, police and fire protection?*
- 7) Could the uses allowed in this request disrupt existing neighborhood character?*
- 8) Does this request conform or alter general expectations for population growth and distribution?*
- 9) Will this request eliminate options for the acquisition by governments of future public facility sites, roads, open spaces, etc.?*
- 10) Will this request require a major change in existing: a. Levels of public service? b. Municipal services? c. Fiscal stability?*
- 11) Will this request place irreversible limitations on the area as it is or on future plans for it?*
- 12) Does this request have the potential of achieving short term, to the disadvantage of long term, development goals?*
- 13) Could this request have "domino effect" in that it becomes the opening wedge for further rapid growth, urbanization or other land use change beyond what is indicated in the proposal or existing plan?*
- 14) Could the change in classification adversely affect market values and/or tax rates of nearby properties?*
- 15) Is the proposed rezoning compatible with the goals, objectives, purpose and intent of the Comprehensive Plan?*

Staff's conclusion after review of Section 1213 is that the request is consistent with the criteria outlined and would therefore recommend approval of the request. The proposed zoning request is consistent with the Future Land Use designation of "Commercial". Other factors that support the zoning change is the frontage on Highway 17 and the other commercial zoning/use across the street.

Staff Recommendation:

Staff recommends approval of **RZ2016-4** to rezone 1.6 acres from A-F to C-G.

Planning Commission Recommendation:

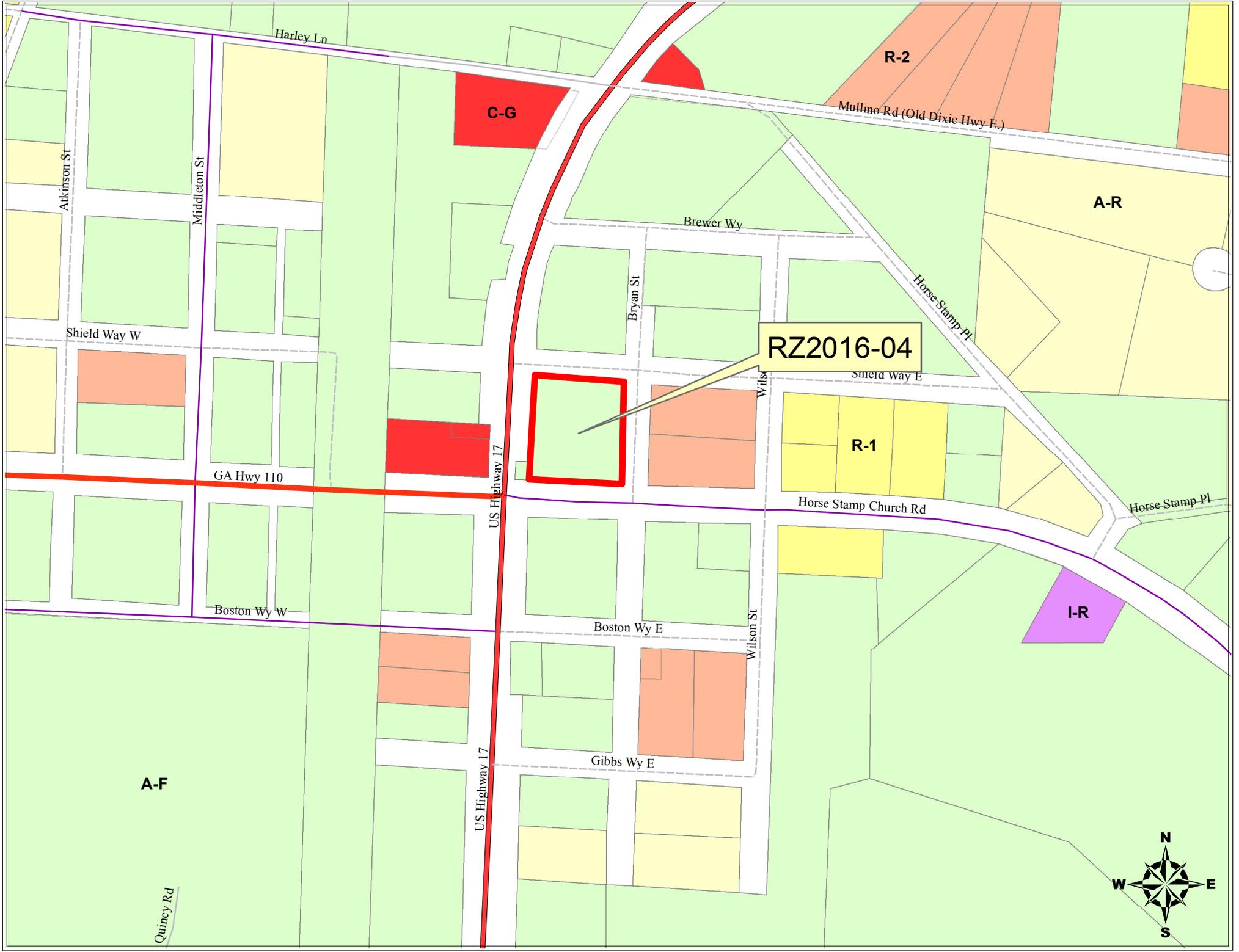
At the April 27, 2016 regular meeting, the Planning Commission recommended approval of **RZ2016-4** to rezone 1.6 acres from A-F to C-G.

Recommended Motion:

I move to approve **RZ2016-4** to rezone 1.6 acres from A-F to C-G.

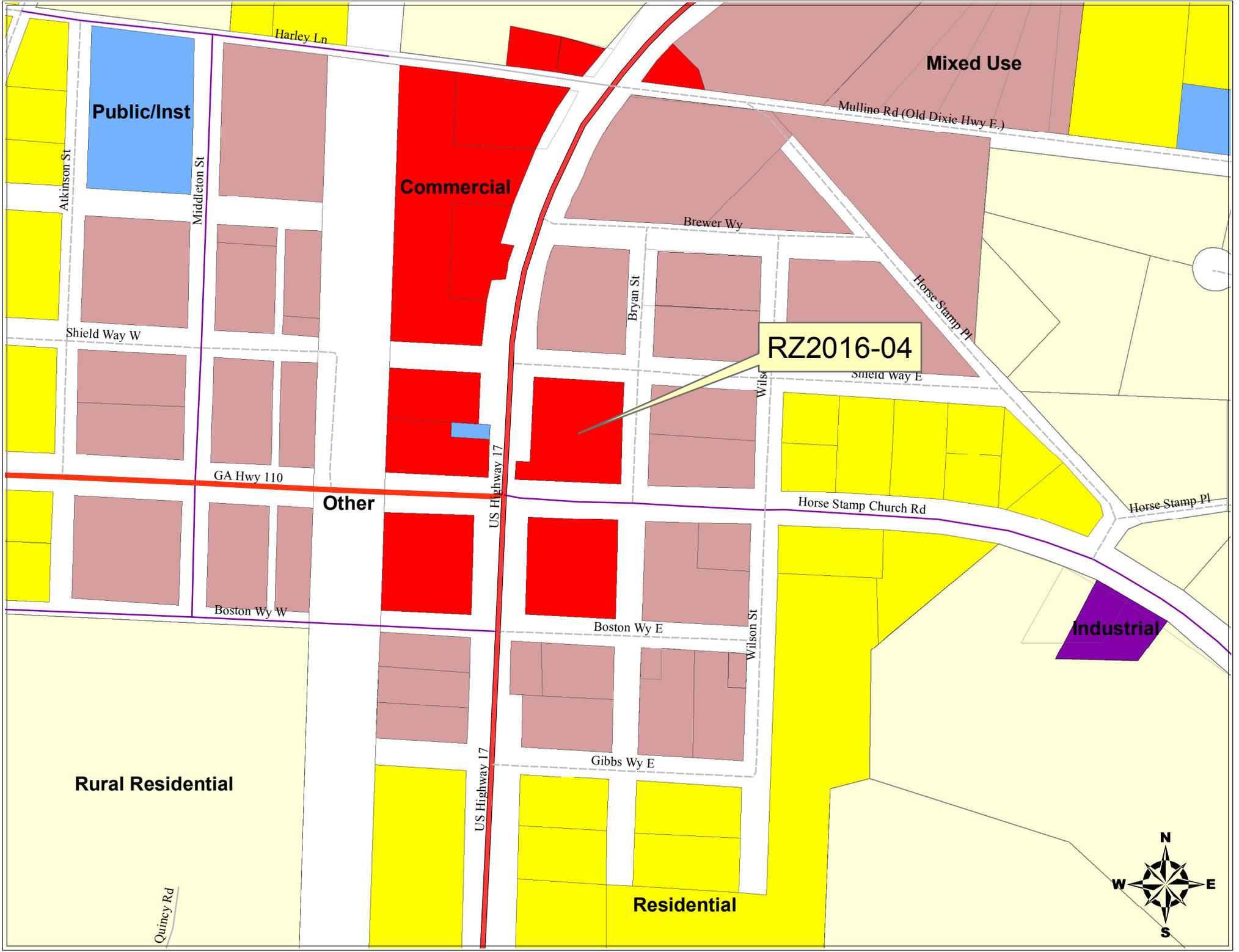
Attachments:

1. Zoning Map
2. Future Land Use Map
3. Site Plan



RZ2016-04





Public/Inst

Commercial

Mixed Use

RZ2016-04

Other

Industrial

Rural Residential

Residential



Harley Ln

Mullino Rd (Old Dixie Hwy E.)

Atkinson St

Middleton St

Brewer Wy

Shield Way W

Bryan St

Horse Stamp Pl

GA Hwy 110

US Highway 17

Smead Way E

Horse Stamp Church Rd

Horse Stamp Pl

Boston Wy W

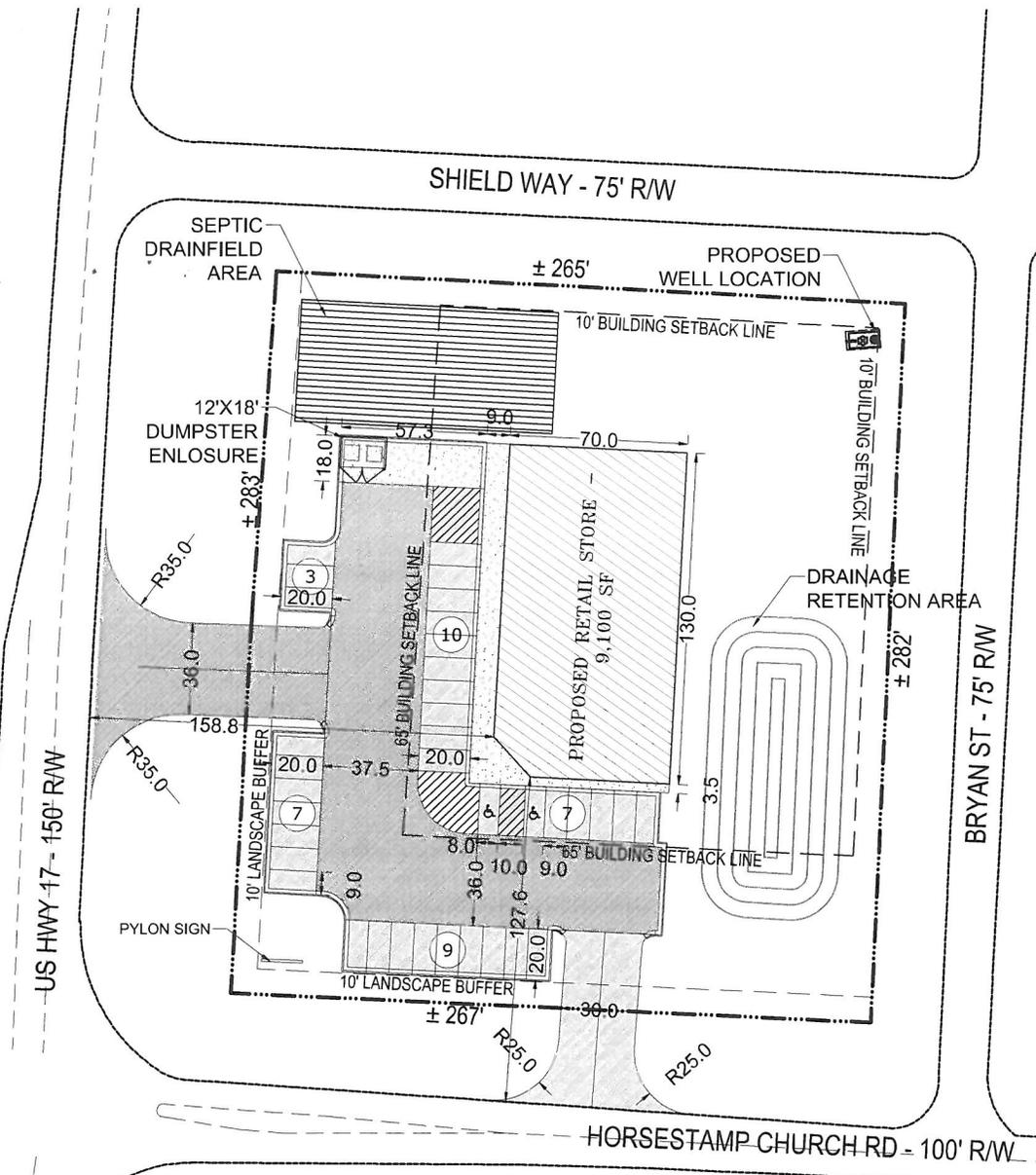
Boston Wy E

Wilson St

Gibbs Wy E

Quincy Rd

SITE PLAN		CITY, STATE - STREET WAVERLY, CAMDEN COUNTY, GA - US HWY 17		PARCEL ID: 073A 033
PROTOTYPE: E	DEVELOPER	DESIGNER	DATE	
BLDG SF: 9,002/7,385 SF	COMPANY: TERAMORE DEVELOPMENT, LLP	COMPANY: TERAMORE DEVELOPMENT, LLP	02/18/15	
ACREAGE: 1.6 ± AC	NAME: JOSH HUFSTETLER	NAME: CHAD STRICKLAND		
PARKING: 36	PHONE: (229) 977-3931	PHONE: (229) 221-9890		



LEGEND

[Pattern]	EXISTING ASPHALT	[Pattern]	PROPOSED HD ASPHALT
[Pattern]	PROPOSED CONCRETE	[Pattern]	PROPOSED LD ASPHALT
[Pattern]	PROPOSED LANDSCAPING		

GENERAL NOTES:

- PRELIMINARY BOUNDARY IS BASED ON INFORMATION FROM PROPERTY APPRAISER AND SHALL BE USED FOR ILLUSTRATIVE PURPOSES ONLY. THIS PLAN SHALL NOT BE INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE OR SUBSURFACE CONDITIONS. ALL AREAS AND DIMENSIONS ARE APPROXIMATE AND SHOULD BE VERIFIED BY ACTUAL SURVEY.
- PROPOSED ACCESS LOCATIONS SHALL BE APPROVED BY REGULATORY AGENCIES HAVING JURISDICTION.



CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 3

SUBJECT: Consider proposed amendment to "Table 2.2 Allowed Uses by Zoning District" of the UDC

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

DATE: May 16, 2016

COMMISSION ACTION REQUESTED ON: May 26, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider amending Table 2.2 of the UDC

HISTORY:

- 1. Planning staff was asked by the BOC to look into "Special Uses" in the UDC to determine if such designations were consistent.
- 2. Staff reviewed the table and has provided a list of recommended changes based on like uses in the ordinance that do not require special use approval.
- 3. Staff has highlighted these recommendations for the BOC consideration.

FACTS & ISSUES:

- 1. Planning Staff and the Planning Commission recommend approval.

OPTIONS:

- 1. Motion to approve amendments to Table 2.2 of the Unified Development Code.
- 2. Motion to deny the request.
- 3. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Approval of proposed amendment to "Table 2.2 Allowed Uses by Zoning District" of the UDC.

DEPARTMENT:

Prepared by:

Eric Landon, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers



Board of County Commissioners

Camden County Planning and Development Division

107 N. Gross Road, Suite 3 • Kingsland, GA 31548

Phone: (912) 729.5603 • Fax: (912) 729.5543 • www.co.camden.ga.us

Memo

To: Camden County Board of Commissioners

From: Eric Landon, Planning and Development Director

Date: 5-16-16

Re: Proposed amendment for *"Table 2.2 Allowed Uses by Zoning District"* of the UDC

The UDC has a table of possible uses in each zoning district. For each possible use, there is a zoning classification where it is allowed "A", or allowed with a special use "S" by the County Commission. Planning Staff was asked by the Commission to look at the special uses in this table and suggest possible amendments.

Planning staff has reviewed the table and has highlighted uses that may be considered being changed from "S" uses to "A" uses in Table 2.2 (attached).

STEVE L. HOWARD
County Administrator

JOHN S. MYERS
County Attorney

WILLIS R. KEENE JR.
Commissioner, District 1

CHUCK CLARK
Commissioner, District 2

JIMMY STARLINE
Commissioner, District 3

GARY BLOUNT
Commissioner, District 4

TONY SHEPPARD
Commissioner, District 5

Land Use is Allowed by Right	A
Land Use must be Approval as a Special Use	S
Land Use is Prohibited	

NAICS Code		A- F	A- R	R- 1	R- 2	R- 3	MHP	C- N	C- G	C- I	I- R	I- G	CP	LCI	RVD	SEE SEC.
42	Wholesale Trade, WITH on-site product display, storage or repair facilities, except Junk Yards, Scrap Yards, Farmers' Markets and Livestock Sale Pavilion or Auction Facilities										S	A				
42314	<i>Junk Yards: Motor Vehicle Parts (Used)</i>											S				313(b)
423860	<i>Transportation Equipment and Supplies (except motor vehicle) Merchant Wholesalers; Including Aerospace</i> [Amended September 23, 2014]										S	A				313(a),(b)
42393	<i>Scrap Yards: Recyclable Material Merchant Wholesalers</i>											S				313(b)
42441	<i>Farmers' Market</i>	S							A							
42452	Livestock Sale Pavilion or Auction Facility															
42452	<i>Cattle, Hogs, Goats or Sheep</i>	S							S							
42459	<i>Horses or Mules</i>	S							S							
44-45	Retail Trade															
441	Motor Vehicle and Parts Dealers															
44111	<i>New Car Dealers</i>								S		A	A				315
44112	<i>Used Car Dealers</i>								S		A	A				315
44121	<i>Recreational Vehicle and Camper Dealers</i>								S		A	A				315
441221	<i>Motorcycle, ATV, and Personal Watercraft Dealers</i>								S		A	A				315
441222	<i>Boat Dealers</i>								S		A	A				315
441229	<i>Aircraft, Golf Cart and All Other Motor Vehicle Dealers not listed above</i>								S		A	A				315
44131	<i>Automotive Parts and Accessories Stores</i>								A		A	A				
44132	<i>Tire Dealers</i> [Amended May 27, 2014]								A		A	A				
442	Furniture and Home Furnishings Stores							A	A							
443	Electronics and Appliance Stores															
443111	<i>Household Appliance Stores</i>								A							

Land Use is Allowed by Right	A
Land Use must be Approval as a Special Use	S
Land Use is Prohibited	

NAICS Code		A- F	A- R	R- 1	R- 2	R- 3	MHP	C- N	C- G	C- I	I- R	I- G	CP	LCI	RVD	SEE SEC.
44523	<i>Fruit and Vegetable Markets</i>	S	S					A	A							
445291	<i>Pastry Shops and Baked Goods Stores, with no baking on-site</i>							A	A							
445292	<i>Candy, Confectionery and Nut Stores</i>							A	A							
445299	<i>Gourmet Food Stores, Packaged Coffee or Tea Stores, and All Other Specialty Food Stores</i>							A	A							
4453	Beer, Wine, and Liquor Stores								A							
446	Health and Personal Care Stores															
44611	<i>Pharmacies and Drug Stores</i>							A	A							
44612	<i>Cosmetics, Beauty Supplies, and Perfume Stores</i>							A	A							
44613	<i>Optical Goods Stores</i>							A	A							
446191	<i>Food (Health) Supplement Stores</i>							A	A							
446199	<i>Prosthetic Stores</i>								A							
446199	<i>Hearing Aid Stores</i>								A							
446199	<i>Convalescent Supply, Sick Room Supply and All Other Health and Personal Care Stores</i>								A							
447	Gasoline Stations															
44711	<i>Gasoline Stations with Convenience Stores</i>							S	S	A						308
44719	<i>Gasoline Stations without Convenience Stores</i>							S	S	A						308
44719	<i>Truck Stops</i>									S		A				
44719	<i>Marine Service Stations</i>								A							
448	Clothing and Clothing Accessories Stores															
4481	<i>Clothing Stores</i>							A	A							
4482	<i>Shoe Stores</i>							A	A							
44831	<i>Jewelry Stores</i>							A	A							
44832	<i>Luggage and Leather Goods Stores</i>							A	A							
451	Sporting Goods, Hobby, Book, and Music Stores															

Land Use is Allowed by Right	A
Land Use must be Approval as a Special Use	S
Land Use is Prohibited	

NAICS Code		A- F	A- R	R- 1	R- 2	R- 3	MHP	C- N	C- G	C- I	I- R	I- G	CP	LCI	RVD	SEE SEC.
61161	<i>Fine Arts Schools, such as Art, Drama, Music and Dance Studios</i>							S	A							
61162	<i>Sports and Recreation Instruction</i>								A							
61163	<i>Language Schools</i>								A							
611691	<i>Exam Preparation and Tutoring</i>								A							
611692	<i>Automobile Driving Schools</i>								A		A	A				
611699	<i>Survival Training</i>	S														
611699	<i>Public Speaking, Speed Reading and All Other Miscellaneous Schools and Instruction</i>								A							
6117	Educational Support Services, such as educational testing services and guidance counseling								A							
62	Health Care and Social Assistance															
6211	Offices of Physicians							A	A	S						
6212	Offices of Dentists							A	A	S						
62131	Offices of Chiropractors							A	A	S						
62132	Offices of Optometrists							A	A	S						
62133	Offices of Mental Health Practitioners (except Physicians)							A	A	S						
62134	Offices of Physical, Occupational and Speech Therapists, and Audiologists							A	A	S						
62139	Offices of All Other Health Practitioners															
621391	<i>Offices of Podiatrists</i>							A	A	S						
621399	<i>Offices of Licensed Massage Therapists</i>								S							
621399	<i>Offices of All Other Miscellaneous Health Practitioners</i>							A	A	S						
6214	Outpatient Care Centers															
62141	<i>Family Planning Centers</i>							A	A	S						
62142	<i>Outpatient Mental Health and Substance Abuse Centers</i>								S							
621491	<i>HMO Medical Centers</i>							A	A	S						

Land Use is Allowed by Right	A
Land Use must be Approval as a Special Use	S
Land Use is Prohibited	

NAICS Code		A- F	A- R	R- 1	R- 2	R- 3	MHP	C- N	C- G	C- I	I- R	I- G	CP	LCI	RVD	SEE SEC.
72111	<i>Hotels and Motels</i>								A	A			S			
72111	<i>Resort Hotels</i>								A	A			S			
72119	<i>Bed-and-Breakfast Inns and Other Traveler Accommodation</i>	S							A	A						
7212	RV (Recreational Vehicle) Parks and Recreational Camps															
721211	<i>RV (Recreational Vehicle) and Travel Trailer Parks and Campgrounds</i>														A	
721211	<i>Tent and Tent Trailer Campgrounds</i>														A	
721214	<i>Fishing Camps, Hunting Lodges, Wilderness Camps and Other Overnight Recreational and Vacation Camps (except Campgrounds)</i>	A	S													
7213	Rooming and Boarding Houses					A										
7221	Full-Service Restaurants															
7221	<i>Family Restaurants</i>							S	A	A						317
7221	<i>Quality Restaurants</i>							S	A	A						317
7222	Limited-Service Eating Places															
722211	<i>Fast-Food Restaurants, with NO drive-through window</i>							S	A	A						317
722211	<i>Fast-Food Restaurants, WITH drive-through window</i>							S	S	A						317
722211	<i>Delicatessen Restaurants</i>							S	A	A						317
722211	<i>Drive-In Restaurant (in car service)</i>							S	S	A						317
722211	<i>Pizza Delivery Shops</i>								A	A						317
722211	<i>Limited-Service Pizza Parlors</i>							S	A	A						317
722211	<i>Takeout Eating Places and Sandwich Shops</i>							S	A	A						317
722211	<i>All Other Limited-Service Restaurants</i>							S	A	A						317
722212	<i>Cafeterias, Grill Buffets, and Buffets</i>							S	A	A						317
722213	<i>Coffee Shop, Doughnut Shop, Ice Cream Parlor and Other Snack and Nonalcoholic Beverage Bars</i>							S	A	A						317

Land Use is Allowed by Right	A
Land Use must be Approval as a Special Use	S
Land Use is Prohibited	

NAICS Code		A- F	A- R	R- 1	R- 2	R- 3	MHP	C- N	C- G	C- I	I- R	I- G	CP	LCI	RVD	SEE SEC.
6244	Day-Care Center (19 or more children) accessory to a Business or Institutional Use							A	A	A	A	A				
	Accessory Retail Uses within an Office, Hospital, Hotel or Multi-Family Building					S		S	A	A						
71211	Museum or Exhibit Area related to a use of historic, aesthetic or educational significance	A	S						A				A			
71219	Caretaker Residence in a Nature Preserve or Wildlife Sanctuary	A	S										A			
721110	Health Spa within a Resort Hotel, WITH Massage Therapy								S	S						
721110	Health Spa within a Resort Hotel, with NO Massage Therapy								A	A						
	Accessory Uses Customary to a Golf Course, except Golf Driving Range	A	A	A	A											

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 4

SUBJECT: Consider a request for a temporary use permit to allow a mobile home in an R-2 zoning district.

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

DATE: May 16, 2016

COMMISSION ACTION REQUESTED ON: May 26, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. Consider the approval of the Temporary Use Permit to allow a mobile home to be moved onto a lot zoned R-2. During this temporary period the Special Use application, allowing this use permanently will be processed.

HISTORY:

- 1. The property requires a Special Use to allow this use. The applicant has already applied, the property has been advertised.
- 2. The applicant has already purchased the home and is wishing to begin installation while the Special Use approval process takes place.

FACTS & ISSUES:

- 1. This subdivision is a mixture of single family and mobile homes. The proposed use is consistent with the community.

OPTIONS:

- 1. Motion to approve the request for a temporary use permit to allow a mobile home in an R-2 zoning district.
- 2. Motion to approve this item with conditions.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends approval of the request.

DEPARTMENT:

Prepared by:

Eric Landon, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

C-G



Hickory Bluff Rd

2nd St

3rd St

Satilla St

4th St

River St

5th St

Little St

Hickory Bluff Dr East

Calcutta St

Island View Ln

PD

A-F

R-1

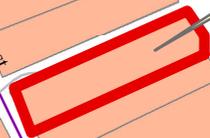
A-R

R-2

C-P

Field Creek Cir

925 Hickory Bluff



CAMDEN COUNTY BOARD OF COMMISSIONERS

AGENDA ITEM: 5

SUBJECT: Consideration of the Provider & Provider Advisor Confidentiality and Non-Disclosure Agreement regarding Ambulance Medical Billing.

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

DATE: May 18, 2016

BUDGET INFORMATION:

REVENUES: Are being effected by nonpayment of transports

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the Provider & Provider Advisor Confidentiality and Non-Disclosure agreement between Camden County Fire Rescue and BlueCross BlueShield Healthcare Plan of Georgia, Inc.
- b. This will initiate the process of negotiations between Camden County Fire Rescue and BlueCross BlueShield Healthcare Plan of Georgia, Inc.

HISTORY:

- 1. CCFR is not a Preferred Provider for BlueCross BlueShield Healthcare Plan of Georgia, Inc. When we transport a patient, the payment for the transport is mailed to the patient.
- 2. A large majority of patients do NOT bring the payment to Headquarters for credit to their account.
- 3. We currently are owed approx. \$45,000 from transports that are covered by BlueCross BlueShield Healthcare Plan of Georgia, Inc.

FACTS & ISSUES:

- 1. It has been verified with County Attorney that we can enter into a contract with BlueCross BlueShield Healthcare Plan of Georgia, Inc.; being a Government Entity has no bearing on the contract agreement.
- 2. This is only a request to enter into negotiations. This is NOT the contract agreement.

OPTIONS:

- 1. Motion to approve the Provider & Provider Advisor Confidentiality and Non-Disclosure agreement between Camden County Fire Rescue and BlueCross BlueShield Healthcare Plan of Georgia, Inc.
- 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:

Jeanie Pierce, CCFR

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

**PROVIDER AND PROVIDER ADVISOR (BILLING COMPANY/AGENCY)
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

This Provider and Provider Advisor Confidentiality and Non-Disclosure Agreement ("Agreement") is made and entered into this 23rd day of March 2016 (the "Effective Date"), by and between CAMDEN COUNTY BOARD OF COMMISSIONER DBA CAMDEN COUNTY FIRE RESCUE ("Provider"), Ambulance Medical Billing ("Provider Advisor") on behalf of themselves and their respective employees, agents and representatives, for Provider, located in Kingsland, GA for Provider Advisor located in Paducah, KY (collectively, "PPA"), on the one hand, and Blue Cross and Blue Shield of Georgia, Inc. and BlueCross BlueShield Healthcare Plan of Georgia, Inc. (hereinafter "BCBS Ga"), located in Atlanta, GA.

WHEREAS, Provider Advisor has been retained to provide billing services on behalf of Provider (the Business Objective");

WHEREAS, the Provider is requesting that BCBS Ga make available certain information to Provider Advisor;

WHEREAS, BCBS Ga considers the Information to be highly confidential, proprietary, and competitive information and desires to establish terms and conditions with respect to the use and disclosure thereof;

NOW, THEREFORE, in consideration of the release of the information to PPA. PPA jointly agrees as follows:

1. Provider shall use the Information solely in connection with, and in furtherance of achieving, the Business Objective, and for no other purpose whatsoever.
2. Provider Advisor shall use the information solely in connection with, and in furtherance of, advising the Provider with respect to the Business Objective, and for no other purpose whatsoever. Without limiting the generality of the foregoing, Provider Advisor specifically agrees that it will not use the information or its representation of the Provider in an attempt to further the interests of any of itself, its other clients or any other person or entity, including other health care providers. Provider Advisor shall not use the information in any manner that violates state or federal laws or regulations, including, without limitation, laws relating to price-fixing, illegal boycotts and other antitrust laws.
3. PPA each warrant that the information will be kept confidential in accordance with the terms hereof and that they will maintain the confidentiality of the information in a manner not less stringent than that which they employ to protect their own proprietary and confidential information. The information may be disclosed to directors, officers, employees, agents, and representatives of PPA who need to know such information.
4. PPA each agrees not to disclose or distribute, directly, indirectly, explicitly or implicitly, to any third party any information, in whole or in part.
5. Provider Advisor represents and warrants that it has fully disclosed to Provider and BCBS Ga any actual or potential conflicts of interest, and agrees to respond fully and truthfully to any inquiries concerning possible conflicts of interest.
6. PPA shall notify BCBS Ga immediately upon discovery of any unauthorized use or disclosure of Information, or any other breach of this Agreement by PPA, or any of their directors, officers, employees, or agents, and PPA will cooperate with BCBS Ga in every reasonable way to help BCBS Ga regain possession of the information and prevent its further unauthorized use.
7. PPA acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of information, and BCBS Ga shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.
8. If any party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the breaching party its reasonable attorneys' fees if it shall prove that breaching party *violated* the terms of this Agreement.
9. Provider Advisor understands that BCBS Ga, at its sole and absolute discretion, may decide not to negotiate with Provider Advisor, but to negotiate only with Provider, or require Provider to be present whenever Provider Advisor engages in discussions with BCBS Ga.

10. All information and any information derived there from shall remain the sole and exclusive property of BCBS Ga. Upon the completion of the contract negotiation, the completion of Provider Advisor's role as representative for Provider, or the request of BCBS Ga, whichever is first, Provider Advisor shall return all information, copies thereof, excerpts there from, and materials incorporating any information, except to the extent information is incorporated in Provider Advisor's product or a confidential and privileged communication between Provider, as client, and Provider Advisor.
11. This Agreement shall be governed by and construed in accordance with the laws of the state where BCBS Ga is located, as indicated in the first paragraph of this Agreement, unless such state laws are otherwise preempted by Federal law.
12. This Agreement will inure to the benefit of and be binding upon the parties, their successors, and permitted assigns.
13. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute this Agreement as of the Effective Date.

**Blue Cross and Blue Shield of Georgia, Inc.
BlueCross BlueShield Healthcare Plan of Georgia, Inc.**

By: _____

Name: Valerie Ringo

Title: Ancillary Provider Contracting Director

Date: _____

Ambulance Medical Billing

By: Maggie Hatcher

Name: Maggie Hatcher

Title: Provider Enrollment Specialist

Date: 03/23/2016

CAMDEN COUNTY BOARD OF COMMISSIONER DBA CAMDEN COUNTY FIRE RESCUE

By: _____

Name: _____

Title: _____

Date: _____

TIN: 58-6000792

NPI: 1093782732

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 6

SUBJECT: Consideration of approval of approval of agreement with Mary T. Smith and Associates LLC for Benefit Management / Consulting and Insurance Agency Services.

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

DATE: May 16, 2016

BUDGET INFORMATION:

EXPENSES:

ANNUAL: \$86,959 annually / monthly installments of \$7,246.59

FUNDING SOURCE: Health Budget – No Increase in Costs or Charges -

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of agreement with Mary T. Smith and Associates LLC for Benefit Management / Consulting and Insurance Agency Services.

HISTORY:

1. Contract is for our broker services with Mary T. Smith and Associates.
2. Organization function as outsourced Benefits Department, by providing full circle services to County Employees with all medical, dental, vision and secondary products offered.
3. Low brokerage fees are typically 3% of total health plan assets which is the equivalent to an estimated \$240,000. Mary T. Smith and Associates services all our accounts for \$86,959.00.

FACTS & ISSUES:

1. Increased identified services, no additional costs
2. Broker does not receive commissions on health plan.
3. Termination agreement now 90 –days

OPTIONS:

1. Motion to approve renewal of contract.
2. Motion to deny this item.
2. Motion to this table this item.

DEPARTMENT RECOMMENDED ACTION:

1. Staff recommends approval of this item.

DEPARTMENT:

Prepared by:

Katie Howard, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

Agreement between Camden County Board of Commissioners and
Mary T Smith and Associates LLC for Benefit Management / Consulting
And Insurance Agency Services

This agreement, made and entered into on this 1st day of July 2016 by and between Camden County Board of Commissioners, a Political Subdivision of the State of Georgia, (hereinafter called "CCBC") and Mary T Smith and Associates LLC (hereinafter called "MTSA") both Parties hereto agree as follows:

WITNESSETH

WHEREAS CCBC and the Government of Camden County, Georgia (CCBC) is a Political Subdivision of the State of Georgia and are authorized by State law to enter into agreements.

WHEREAS CCBC is desirous of engaging the services of a Benefit Management Consultant / Insurance Agency / Agent to assist in the organization, implementation and maintenance of the County's Health Insurance and Benefits Program; and,

WHEREAS MTSA is capable and desirous of providing such services to the County;

NOW THEREFORE, in consideration of the mutual covenants and agreement set forth herein, the Parties agree as follows:

SECTION 1. TERM

- a. The first term of this agreement shall be in effect as of July 1, 2016 and shall continue through June 30, 2017. This agreement may be extended for three additional one year periods by the County under the terms and specifications contained herein.
- b. Either CCBC or MTSA may terminate this Agreement by giving a written 90 day notice of termination to the other party. Termination will be without prejudice to the rights and obligations accrued to date of termination. Written Notice of Termination shall be given to MTSA or CCBC by Certified Mail or

Hand Delivery to the following addresses, or in the event of a change of address as to which notice is given. Notice will be deemed given on receipt to the following:

CCBC MAIL: Camden County Board of Commissioners
Attention: County Administrator
POB 99
Woodbine, GA 31569

CCBC Hand Delivery: Camden County Board of Commissioners
Attention: County Administrator
Camden County Government Svc Building
200 East 4th Street
Woodbine, GA 31569

MTSA Mail or Hand Delivery: Mary T Smith and Associates LLC
2475 Village Drive, Suite 103
Kingsland, GA 31548

SECTION 2. SCOPE OF SERVICES

CCBC engages MTSA and MTSA agrees to perform in a good and professional manner the services set in herein. MTSA agrees to provide Professional Benefits Management Services and Insurance Agency Services on a fixed fee basis for the following services. These services shall include matters relating to the following employer paid welfare benefit program(s) (together the PROGRAM):

Medical, Prescription Drug, Employee Assistance Program (EAP), Wellness, Chronic Disease Management and Living Well Onsite Wellness Clinic coordination of Benefit PROGRAM.

- a. MTSA's services hereunder shall include assistance with coordination of the administration, financial structure, marketing and service standards for the PROGRAM;
- b. Assist in the evaluation of vendors and monitor vendors for compliance with agreed upon structure and services standards;

- c. Assist with the coordination of appropriate benefit communications;
- d. Help secure Insurance for the PROGRAM and in the event an Insurance Company cancels or refuses to place the necessary Insurance, seek to obtain appropriate replacement coverage. MTSA shall not assume any responsibility or liability for the non-payment of Insurance Carrier claims; and
- e. Provide Employee Plan Benefit Summaries annually;
- f. Attend weekly meetings to discuss claims, loss control, risk exposure changes, general administrative matters and review and analyze current coverage for the Benefit PROGRAM;
- g. Provide Data Analysis to refine medical and prescription plan designs;
- h. Work with Wellness program design to integrate Disease Management Program initiatives;
- i. Provide data for Wellness program design benchmarking and monitor measures for outcome in conjunction with the Living Well Onsite Wellness Clinic;
- j. Help identify risk for outcome management and large claim avoidance;
- k. Assist in Living Well Onsite Wellness Clinic collaborations and integration of Clinic data to Carrier through Electronic Medical Record Data transfer;
- l. Meet with and enroll new hires; and
- m. Maintain an office in Camden County

SECTION 3. ADDITIONAL SERVICES

The Parties understand and agree that such additional services and the fees for same shall be subject to negotiation between the parties and subject to a written amendment to this agreement.

SECTION 4. COMPENSATION

For all services actually, timely and faithfully rendered, CCBC shall compensate MTSA as follows:

- a. Beginning 07/01/2016 and through 06/30/2017, MTSA shall receive a fixed fee of \$86,959.00 annually for Consulting and Agency services outlined in Section 2 of this agreement. Compensation shall be paid to MTSA in twelve equal installments of \$7,246.59 on the 15th day of each business month.
- b. In the event MTSA is required to travel for CCBC or incur expenses for the benefit of CCBC, then said expenditures shall be refunded to MTSA once invoiced and approved by both the Human Resource Director and Finance Director with final approval by the County Administrator.
- c. Supplementary products such as Accident; Critical Illness; Dental; Hospital Indemnity; Identity Theft Protection; Legal; Short Term and Long Term Disability; Basic Group Life / AD&D; Supplemental Group Life / AD&D and Vision are exclusive of this contract and MTSA will be compensated directly by Carriers at prevailing average commissions.

SECTION 5. INDEPENDENT CONTRACTOR

This agreement does not establish an employee-employer relationship between CCBC, MTSA, Mary T Smith CIC or any of MTSA's other personnel. MTSA, Mary T Smith CIC and their employees are Independent Contractors and MTSA alone will be responsible for the supervision, compensation and other benefits of its personnel. MTSA and their personnel shall not be enrolled as a member of any of the benefits provided by CCBC to their employees.

SECTION 6. HIPPA PRIVACY

MTSA and the County shall each comply with any prohibitions, restrictions, limitations, conditions, or other requirements to the extent they apply to it directly or indirectly pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and its implementing regulation concerning privacy of individuals identifiable health information as set forth in 45 CFR Parts 160-164, as amended from time to time.

SECTION 7. INSURANCE AND LICENSING

MTSA / Mary T Smith CIC shall procure and maintain Professional Liability Insurance throughout the entire term of this agreement and will provide a Certificate of Insurance to CCBC annually. MTSA shall maintain its Georgia Insurance License and agrees to provide CCBC with an annual copy. Mary T Smith CIC agrees to maintain her Georgia Insurance Agent and Georgia Counselor's License and provide CCBC annual copies as well as maintain her Designation as Certified Insurance Counselor (CIC) through the Society of Certified Insurance Counselors and certified by the National Alliance for Insurance Education and Research. Copies of licensing, Certificate of Professional Liability and CIC annual update are attached to this Agreement.

SECTION 8. AMENDMENT

This Agreement may not be amended except by a written instrument signed by CCBC and MTSA. This Agreement supersedes any oral or previous written agreement between CCBC and MTSA / Mary T Smith CIC with respect to any of the matters dealt with herein.

SECTION 9. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the law of the State of Georgia with the jurisdiction and venue to be the Superior Court of Camden County, Brunswick Judicial Circuit, State of Georgia.

LAST ENTRY OF AGREEMENT SIGNATURE PAGE FOLLOWS:

SIGNATURE PAGE TO BENEFIT MANAGEMENT / CONSULTING AND INSURANCE AGENCY SERVICES AGREEMENT FOR CAMDEN COUNTY BOARD OF COMMISSIONERS.

MARY T SMITH AND ASSOCIATES LLC (MTSA)
AND MARY T SMITH CIC, PRESIDENT

Mary T. Smith

5/13/2016

MARY T SMITH CIC, PRESIDENT

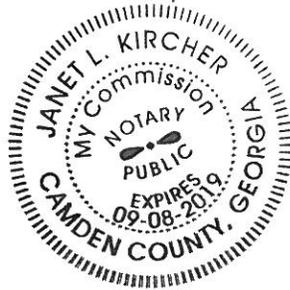
Janet L. Kircher

9-8-2019

NOTARY PUBLIC-STATE OF GEORGIA

COMMISSION EXPIRES

SEAL



CAMDEN COUNTY BOARD OF COMMISSIONERS (CCBC)

Adopted in lawful assembly of the Camden County Board of Commissioners on the _____ day of _____, 2016 and spread upon the official Minutes of Camden County, Georgia

JIMMY STARLINE, CHAIRMAN

ATTEST: _____
KATHRYN BISHOP, COUNTY CLERK

COUNTY SEAL

GEORGIA
CERTIFICATE OF COMPLETION

NAME OF STUDENT: Mary Therese Smith

LICENSE NUMBER: 707219

COURSE TITLE: 2016 Graduate Seminar-PC

COURSE NUMBER: 49439 & 49439

NUMBER OF CREDITS: 3 ETH & 13 PC

DATE OF COURSE COMPLETION: 01/12/2016

PROVIDER NAME: The National Alliance

PROVIDER NUMBER: 10135

SIGNATURE OF PROVIDER REPRESENTATIVE: 

NOTE TO AGENT:

As required by the Georgia Insurance Department we have filed a roster with Vertafore/Sircon for the above reference course. Please retain this certificate for your file.

PRODUCER LOUIS MARINACCIO CA LICENSE #: 0G33277 GALLAGHER MGA 8430 ENTERPRISE CIRCLE, STE 200 LAKEWOOD RANCH, FL 34202	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW
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INSURED SMITH, MARY T DBA MARY T SMITH AND ASSOCIATES 2475 VILLAGE DRIVE KINGSLAND, GA 31548	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC#</th> </tr> <tr> <td style="width:30%;">INSURER A</td> <td style="width:50%;">CNA - CONTINENTAL CASUALTY CO</td> <td style="width:20%;">20443</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE		NAIC#	INSURER A	CNA - CONTINENTAL CASUALTY CO	20443	INSURER B			INSURER C		
INSURERS AFFORDING COVERAGE		NAIC#											
INSURER A	CNA - CONTINENTAL CASUALTY CO	20443											
INSURER B													
INSURER C													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INST LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMITY APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ (Ea accident) BODILY INJURY \$ (per person) BODILY INJURY \$ (per accident) PROPERTY DAMAGE \$ (per accident)
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ (Ea accident) OTHER THAN EA ACC \$ AUTO ONLY: AGG
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY OTHER LIMITS \$ E.L. EACH ACCIDENT \$ E.L. DISEASE-EA EMPLOYEE \$ E.L. DISEASE-POLICY LIMIT \$
A	LIFE/HEALTH INSURANCE AGENTS ERRORS AND OMISSIONS COVERAGE	287232907	5/1/2016	5/1/2017	Per Claim \$2,000,000 Annual Aggregate \$3,000,000

This is a non-refundable individual agent's E&O claims made policy. In the case a business name appears on this certificate, coverage is extended from the individual insured to the corporation named but only for the covered acts of the individual insured. This policy includes coverage for products and services of all life and health companies including variable life, variable annuities, and mutual funds sales and servicing, subject to all terms, conditions, and exclusions of the policy. The following deductibles apply to this policy: \$100 for Assurant Health product claims, \$2,500 for non Assurant Health product claims. Defense costs are provided and included in the limits of liability. All premium is earned as of the policy inception date. This policy cannot be cancelled by the insured. There is an unlimited extended reporting period as long as CNA is the carrier on the master policy. Please contact MGA for details of the E.R.P. or for full policy details visit www.assurant-eo.com.

CERTIFICATE HOLDER ADDITIONAL INSURED, INSURED LETTER: **CANCELLATION**

<p>PROOF OF INSURANCE</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>Authorized Representative: </p>
----------------------------------	--



GEORGIA INSURANCE DEPARTMENT / PSI

P.O. Box 723957
Atlanta, GA 31139-3957

Licenses must notify the Insurance Department of an address change within 30 days of the move.

The agent cannot produce business until the agent is appointed with the insurer.

MARY T SMITH AND ASSOCIATES LLC
MARY T SMITH AND ASSOCIATES LLC
6250 GA HIGHWAY 40 E STE 3
SAINT MARYS GA 31558-9201

THIS IS YOUR GEORGIA INSURANCE LICENSE

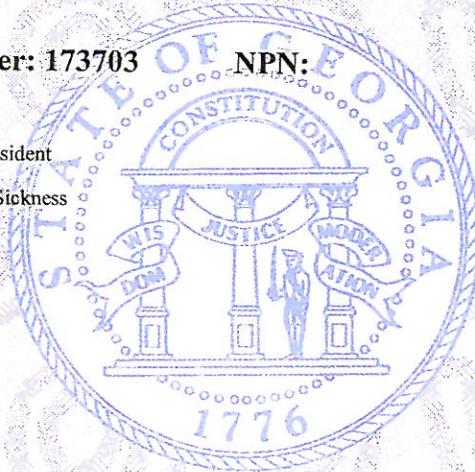
MARY T SMITH AND ASSOCIATES LLC

License Number: 173703 NPN:

Licensed as Principal Agency - Resident

Expiration date
12-31-2016

Qualified for: Pm Agy - Accident&Sickness
 Pm Agy - Life



R. T. Hudgens
Ralph T. Hudgens
Commissioner of Insurance

GEORGIA INSURANCE LICENSE

MARY T SMITH AND ASSOCIATES LLC

MARY T SMITH AND ASSOCIATES LLC
6250 GA HIGHWAY 40 E STE 3
SAINT MARYS GA 31558-9201

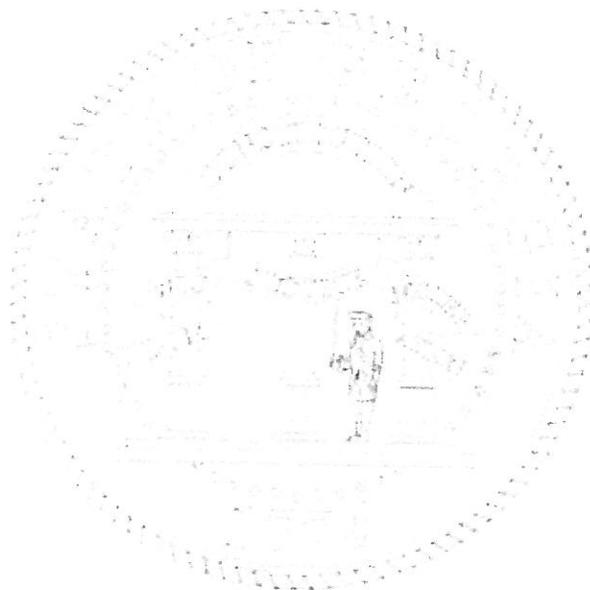
License Number:
173703

Licensed as/Qualified for

NPN:

Principal Agency - Resident
Pm Agy - Accident&Sickness
Pm Agy - Life

Expiration Date
12-31-2016



Resident Agent
Agent - Accident and Sickness, Agent - Life

MARY THERESE SMITH
2475 VILLAGE DR STE 103
KINGSLAND, GA 31548-6729

is authorized to transact business as described above

License No: 707219

Issue Date: 10-20-2008

Expiration Date: 02-28-2017

Generated by Sircon 128654088

**Georgia Department
of Insurance**

THIS IS TO CERTIFY THAT

MARY THERESE SMITH
2475 VILLAGE DR STE 103, KINGSLAND, GA 31548-6729

LICENSE NUMBER: 707219

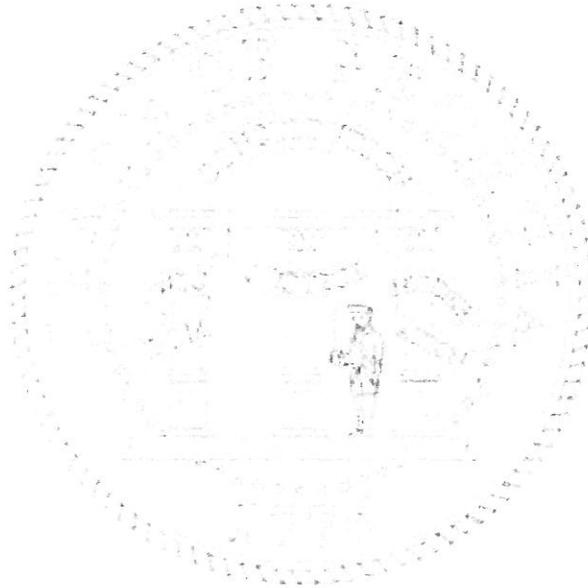
IS HEREBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:

Resident Agent
Agent - Accident and Sickness,
Agent - Life

Issue Date: 10-20-2008

Expiration Date: 02-28-2017

Generated by Sircon 128654088



Resident Counselor

Counselor - Accident and Sickness, Counselor - Life

MARY THERESE SMITH

2475 VILLAGE DR STE 103
KINGSLAND, GA 31548-6729

is authorized to transact business as described above

License No: 707219

Issue Date: 06-07-2011

Expiration Date: 02-28-2017

Generated by Sircon 128654089

**Georgia Department
of Insurance**

THIS IS TO CERTIFY THAT

MARY THERESE SMITH
2475 VILLAGE DR STE 103, KINGSLAND, GA 31548-6729

LICENSE NUMBER: 707219

IS HEREBY AUTHORIZED TO TRANSACT BUSINESS
IN ACCORDANCE TO THE LICENSE DESCRIPTION
SHOWN BELOW:

Resident Counselor

Counselor - Accident and Sickness,
Counselor - Life

Issue Date: 06-07-2011

Expiration Date: 02-28-2017

Generated by Sircon 128654089

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 7

SUBJECT: Consideration of the submittal of a grant to Department of Justice Office of Community Oriented Policing Services (COPS) program.

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

DATE: 5/16/2016

BUDGET INFORMATION: Total project cost \$759,111

REVENUES: 75% of total project would from Department of Justice grant - \$569,333.25

EXPENSES: 448,174.35 (match for three year and 1 year of retention)

OTHER: Grant request

FUNDING SOURCE: Department of Justice – Community Oriented Policing Services

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the submittal of a grant to Department of Justice Office of Community Oriented Policing Services (COPS) program.
- b. To request a letter of commitment from CCSO
- c. To request a letter to allocate \$448,174.35 in total match over the 4 year grant period. (\$189,777.75 three year match and \$285,396.60 retention year)

HISTORY:

- 1. This grant program finding to advance public safety efforts to prevent or reduce crime and violence in communities.
- 2. Camden County Sheriff's Office currently employees 27 patrol deputies.
- 3. The additional 5 staff are included in the FY 17 budget request.

Year	2013	2014	2015	2016 July-Apr
# of Citations	6417	6124	10625	7,801

**In 2015 the number of citations also include written warnings.*

FACTS & ISSUES:

1. Funds will be used to hire 5 additional entry level deputies. These new officers will allow for the creation of a dedicated traffic team.
2. This proposal aligns with principle B (safe) in our 2030 vision guiding principles.
3. The total project costs including 5 new staff for 3 years is \$759,111. The applicant is required to contribute 25% in matching funds. Cost share breakdown:

COPS grant request	\$569,333.25
County	\$189,777.75
Total	\$ 759,111.00

4. The grant also requires applicant to retain staff for 12 months with a total cost of 258,396.60
5. The grant award notification is anticipated for late September. Funds will be available after contract with the Department of Justice is executed. We would only be responsible for approximately 9 months of match in FY17 for a total of 45,434.62
6. Please see attachments (grant summary and budget summary)

OPTIONS:

1. Motion to approve the submittal of a grant to Department of Justice Office of Community Oriented Policing Services (COPS) program.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

AGENCY RECOMMENDED ACTION:

1. To be determined by the Board.

AGENCY:
Prepared by:

IF APPLICABLE:
County Attorney Review:

IF APPLICABLE:
Finance Review:

*Julie Haigler, Grants Manager
& Debbie Gordon, CCSO
Finance Director*

Attorney John S. Myers

Mike Fender, Director

COPS Grant: Budget breakdown for 5 patrol deputies					
	Year 1	Year 2	Year 3	3 Year total	5 patrols
Salary \$16.36/hr. x 2184 hrs/year = \$35,730.24	35,730.24	35,730.24	35,730.24		
FICA 7.65%	2,733.36	2,733.36	2,733.36		
Health	10,000	10,000	10,000		
Retirement 9%		3215.72	3215.72		
Total	48,463.60	51,679.32	51,679.32	151,822.20	759,111.00
Grant share 75%	36,347.70	38,759.49	38759.49	113,866.68	569,333.25
County share 25%	12,115.90	12,919.83	12,919.83	37,955.56	189,777.75
A requirement of the grant is to retain new staff for 12 months with a total cost of 258,396.60					
Total out of pocket costs including 3 year match and year of retention is \$448,174.35					

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 8

SUBJECT: Consideration of reapplying to the FEMA flood mitigation assistance program.

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

DATE: 5/16/2016

BUDGET INFORMATION: Estimate of Project Cost: \$106,363

REVENUES: 75% of total project would come from FEMA \$83,363

EXPENSES: 25% required match from Camden County

ANNUAL: \$1,550

CAPITAL:

OTHER: \$21,450 staff time/hours cost

FUNDING SOURCE: FEMA – Hazard Mitigation

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the reapplying to the FEMA flood mitigation assistance program.
- b. To request a commitment to provide 25% match (\$23,000)
- c. Remove a property from our Repetitive Loss List

HISTORY:

- 1. This application was previously submitted in 2014 and 2015. The local GEMA representative Joe Endenfield encouraged us to apply again this year.
- 2. This proposal aligns with principle B (safe) in our 2030 vision guiding principles.

FACTS & ISSUES:

- 1. Camden County has 3 Repetitive Loss Properties.
- 2. A maximum of 1,900 CRS points can be gained by acquisition and relocation of the entire list. Plus, if an individual project mitigates more than 30% of the total list, an additional 350 points can be gained. The project has the potential to gain a minimum of 1 class with FEMA approval.
- 3. Each additional CRS Class gained, represents approximately \$35,000.00 saved in flood insurance premiums, annually.
- 4. We have been requested by the one owner to assist with the Hazard Mitigation Grant.

5. If granted we would be entering into a 75/25 split on cost of the mitigation.
6. The grant would call for the property to be cleared of any structures and returned to a natural state of vegetation. Items included in the grant are: Acquisition Cost, Hazard Abatements, Demolition, Appraisal Cost, and Legal Fees.
7. The parcel can be utilized as Open Space or a County Park.
8. Open Space Acreage does have a value in compiling our CRS Rating for ISO Insurance.
9. The parcel would be deed restricted to not allow any future residential use.
10. Camden County portion can be satisfied with services in-kind. It does not have to be a cash outlay.
11. The grant application must be submitted to GEMA and FEMA by June 15, 2016.

OPTIONS:

1. Motion to approve to reapply to the FEMA flood mitigation assistance program. .
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:

Julie Haigler & Scott Brazell

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 9

SUBJECT: Approval to award the bid award to resurface 2.15 collective miles, plus resurfaced roadway in Camden County.

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

DATE: May 18, 2016

BUDGET INFORMATION:

REVENUES: N/A

EXPENSES:

ANNUAL: N/A

CAPITAL: \$419,953.38

FUNDING SOURCE: Approx. \$285,000 LMIG Grant + Approx. \$134,953.38 from SPLOST

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. Approve the bid award to Seaboard Construction Company to resurface 2.15 collective miles, plus resurfaced roadway in Camden County.

HISTORY:

-
1. Purchasing requested competitive bid proposals from GDOT approved firms to complete resurface and striping of Broadwood Drive, Pine Forest Drive, Harriet's Bluff Road at I-95, and various spot patching.
 2. Board previously approved the roads to be resurfaced under the LMIG Project on 11/18/2014 and resurfacing the following roads will complete item 3 and 4 from that list (please see attached).

FACTS & ISSUES:

-
1. Three proposals were received in response to the RFP.
 2. After requesting best and final offers from all firms, 2 firms responded; Seaboard Construction Company from Brunswick, GA submitted the lowest, most responsive proposal that will best fit the needs of the County.

OPTIONS:

1. Motion to approve the bid award to contract with Seaboard Construction Co.
2. Motion to deny this item.
3. Motion to table this item,

DEPARTMENT RECOMMENDED ACTION:

1. Staff recommends to award bid contract to Seaboard Construction Co.

DEPARTMENT:

Prepared by:

*Alethea Harris, Purchasing
Officer*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Mike Fender, Director



SUBMITTED BID PRICES

Road Resurfacing 2016 - RFP#2016-104 - 4/29/16 2PM

		KUDZUE 3		SEABOARD	
	<i>Item</i>	<i>Each</i>	<i>Total</i>	<i>Each</i>	<i>Total</i>
150-1000	(1 - LS) Traffic Control	\$34,000.00	\$34,000.00	\$17,807.11	\$17,807.11
432-5010	Mill In Place SY 35,685 1 1/2 in	\$2.17	\$77,436.45	\$4.06	\$144,881.10
402-3113	Recy Asph Conc 1.50 in. (12.5mm) / Ton	\$94.09	\$277,000.96	\$74.96	\$220,682.24
413-1000	Bitum Tack Coat / Gal 3568	\$6.00	\$21,408.00	\$2.95	\$10,525.60
653-2501	White Traffic Thermoplastic Stripe, Paint 5"/LM (4.50)	\$2,476.00	\$11,142.00	\$2,353.57	\$10,591.07
653-2502	Yellow Traffic Thermoplastic Stripe, Paint 5"/LM (4.0)	\$2,476.00	\$9,904.00	\$2,353.57	\$9,414.28
653-3502	Yellow Traffic Skip Paint, 5" / GLM Thermoplastic (1.50)	\$1,734.00	\$2,601.00	\$1,681.11	\$2,521.67
653-5701	White Traffic Thermoplastic Stripe, Pain, 24"/LF (4.0)	\$16.50	\$660.00	\$16.81	\$672.40
653-0102	Arrow, Traffic TP2 (6)	\$165.00	\$990.00	\$476.32	\$2,857.92
	Total Days Proposed		30 days		30 days
Best and Final Pricing		\$435,142.41		\$419,953.38	

Correct amount

Recommended

CURRENT LMIG RESURFACING
APPROVED BY BOARD OF COUNTY COMMISSIONERS

**1. CR. 181, 254, 252, 257, 253, 255, & 256 – Cypress Lakes Subdivision; Total 2 miles
(Partially Complete)**

- District #3 Commissioner Starline
- Property Parcels = 61
- Homes along project = 60
- Resurfacing will be all of Cypress Lakes Subdivision in its entirety.
- **Originally Paved 1984**
- Cost = \$260,000

2. CR. 137 – Colesburg-Tomkins Road; Total of 2 miles

- District #1 Commissioner Keene
- Property Parcels = 31
- Home along project = 15
- Resurfacing will be from US 17 to Old Jefferson Rd
- **Originally Paved 1988**
- Cost = \$260,000

3. CR. 340 – Broadwood Drive; Total of 0.56 miles

- District #1 Commissioner Keene
- Property Parcels = 23
- Homes along project = 3, Woodbine Elementary School
- Resurfacing will be from Brewster Ave. to Pine Forest Drive.
- **Originally Paved 1992**
- Cost = \$72,800

4. CR. 340 – Pine Forest Drive; Total of 0.59 miles

- District #1 Commissioner Keene
- Property Parcels = 6
- Homes along project = 0, Serves Woodbine Elementary School
- Resurfacing will be from Ga Spur 25. to Broadwood Drive.
- **Originally Paved 1992**
- Cost = \$76,700

5, CR. 94 – Billyville Road; Total of 2.76 miles

- District #1 & #2 Commissioners Keene & Clark
- Property Parcels = 92
- Homes along project = 68
- Resurfacing will be from US 17 to terminus.
- **Originally Paved 1992**
- Cost = \$358,800

CURRENT LMIG RESURFACING
APPROVED BY BOARD OF COUNTY COMMISSIONERS

6. CR. 44 – Old Jefferson Road; Total of 2.74 miles

- District #1 Commissioner Keene
- Property Parcels = 61
- Homes along project = 55
- Resurfacing will be from SR 110 to Satilla River
- **Originally Paved 1993**
- Cost = \$356,200

7. CR. 97 – Gap Swamp Road; Total of 1.29 miles

- District #1 Commissioner Keene
- Property Parcels = 9
- Homes along project = 1
- Resurfacing will be from Spur 25 to Billyville Road
- **Originally Paved 1993**
- Cost = \$167,700

The life expectancy of asphalt is widely accepted as being 20 years.
All of these projects are beyond life expectancy.

During the regular meeting held on November 18, 2014 staff recommended the following priority of roads for LMIG in this ranking:

- 1. CR 181, 252, 253, 254, 255, 256, & 257. Cypress Lakes Subdivision. This project was partially resurfaced with 2014 LMIG funding.**
- 2. CR 137. Colesburg Tomkins Road, Road condition warrants keeping in this position.**
- 3. CR 340. Broadwood Drive, Due to condition and level of service for school this road should be moved up from #6.**
- 4. CR 340. Pine Forest Drive, Due to condition and level of service for school this road should be moved up from #7.**
- 5. CR 94. Billyville Road, Condition and traffic warrants moving to this position, down from #6.**
- 6. CR 44. Old Jefferson Road north of HWY 110. This road has been patched and is holding up well enough to move to this position from #3.**
- 7. CR 97. Gap Swamp Road. This road serves as a connector from Billyville to Spur 25 and has light traffic. Age and condition warrant moving down list from #4.**

Public Works Director

CRS, E & S Coordinator

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 10

SUBJECT: Approval of Lease Agreement for Juvenile Justice.

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

DATE: May 19, 2016

BUDGET INFORMATION:

REVENUES: \$9784.20 (\$3.28 per square foot) per year and a monthly rate of \$815.35

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of Lease Agreement for Juvenile Justice.

HISTORY:

- 1. The attached lease agreement with the State Properties Commission is for the Juvenile Justice Building, approximately 2,980 square feet of office space, located at 305 East 4th Street, Woodbine.
- 2. Previous agreements did not include operating expenses. This was recently negotiated with Finance to be included in the agreement.

FACTS & ISSUES:

- 1. As set forth in the agreement the tenant shall pay "Operating Expenses," as that term is defined in Exhibit C (attached) and said component shall be paid to Landlord as additional rent.
- 2. The estimated Operating Expenses for the initial year of the term is \$9784.20 (\$3.28 per square foot) per year and a monthly rate of \$815.35. *Said Operating Expenses are subject to annual adjustment pursuant to Exhibit C.*

OPTIONS:

- 1. Motion to approve the Lease Agreement for Juvenile Justice.
- 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:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

LEASE AGREEMENT

This **LEASE AGREEMENT**, hereinafter referred to as this “Agreement,” is made and entered into this ____ day of _____, 20____, by and between **CAMDEN COUNTY BOARD OF COMMISSIONERS** whose business address for purpose of this Agreement is Post Office Box 99 in Woodbine, Georgia 31569, Party of the First Part, hereinafter referred to as “Landlord,” and the **STATE PROPERTIES COMMISSION**, a commission within the State Government of Georgia created by O.C.G.A. § 50-16-32, whose business address for purpose of this Agreement is 270 Washington Street, Suite 2-129, Atlanta, Georgia 30334, Party of the Second Part, hereinafter referred to as “Tenant” [“Landlord” or “Tenant” may be referred to in this Agreement by a pronoun the third person, singular number and masculine gender (he, him or his) or neuter gender (it), as the context requires].

DEFINITIONS

The following words as used in this Agreement shall be defined as follows:

- A. “Building” shall be construed to mean the building containing the Premises. References in this Agreement to the Building are deemed to include the Premises.
- B. “Casualty” shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion or any other like or different type or kind of catastrophe.
- C. “Common Area” shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas and other similar facilities provided for the common use or benefit of tenants generally and/or the public.
- D. “Date of Casualty” shall be construed to mean the date on which the Casualty occurs.
- E. “Hazardous Substances” shall be construed to mean any chemical, material or substance, whether solid, liquid or gaseous which is listed, defined or regulated as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste,” “regulated substance,” “medical waste,” “toxic substance” or words of similar import under any Law, including any: (i) oil, petroleum, petroleum product or petroleum derivative, flammable or ignitable substances, explosives, radioactive materials; (ii) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (iii) urea formaldehyde foam insulation; (iv) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB); (v) other chemical, material or substance, exposure to which is prohibited, limited or regulated by any governmental authority or which causes or constitutes a nuisance or a hazard to the environment, public health or safety; and (vi) other chemical, material or substance which could pose a hazard to the environment.
- F. “Janitorial Services” if the responsibility of the Landlord shall be construed to mean performing the following services within the Premises: (1) vacuum carpet nightly on Monday through Friday (except for those holidays recognized by national banks in the metropolitan area of Atlanta, Georgia); (2) empty all waste receptacles and remove waste paper and rubbish from the Premises; (3) wash waste receptacles as necessary; (4) hand dust and wipe with damp or treated cloth all office furniture, files, fixtures, paneling,

and all other horizontal surfaces as necessary (desks and other furniture must be cleared of all items by Tenant); (5) damp wipe and polish all glass furniture tops as necessary (furniture must be cleared of all items by Tenant); (6) remove all finger marks and smudges from all vertical surfaces, including doors, door frames, around light switches, private entrance glass and partitions as necessary; (7) damp mop to remove any beverage spillage or spots that appear on non-carpeted flooring; (8) dust areas reachable without ladders as necessary; dust air grills and ceiling recessed light fixtures as necessary; (9) sweep vinyl asbestos, asphalt, vinyl, rubber or other composition floors; sweep ceramic tile and brick floors and wash or scrub same as necessary; (10) wax and buff tile floors in office areas on an as needed basis; (11) with respect to any restrooms located within the Premises, empty and sanitize all receptacles and sanitary disposals, fill toilet tissue, soap, towel, and sanitary napkin dispensers as necessary, mop, rinse, and dry floor, clean all mirrors, bright work and enameled surfaces, scrub floors as necessary, wash and disinfect all basins, urinals, and bowls, wash with disinfectant when necessary all partitions, tile walls and outside surfaces of all dispensers and receptacles.

- G. "Land" shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.
- H. "Landlord" shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed.
- I. "Laws" shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Building and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. "Law" shall be the singular reference to Laws.
- J. "Mortgage" shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. "Mortgages" shall mean more than one "Mortgage."
- K. "Party" shall be construed to mean either Landlord or Tenant, as appropriate. "Parties" shall mean both Landlord and Tenant, and such reference shall be deemed to include the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of said Party, the same as if in each case expressed.
- L. "Premises" shall include not only the property more particularly described in ARTICLE I of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.
- M. Any and all references to the word "Term" of this Agreement shall include not only the original term but also any renewal or extension of the original term.

WITNESSETH THAT:

ARTICLE I

PREMISES LEASED AND TENANT'S PERMITTED USE THEREOF

The Landlord, in consideration of the rents agreed to be paid by the Tenant and of the covenants, agreements, provisions, terms, conditions and stipulations (hereinafter sometimes referred to as "provisions") herein agreed to be mutually kept and performed by both of the Parties hereto, does hereby this day, grant an

estate for years to Tenant those certain premises situated in Camden County, Georgia, and being more particularly described as follows, to wit:

Approximately 2,980 square feet of office space located at
305 East 4th Street
Woodbine, Georgia 31569.

The above-described Premises being shown and delineated on a floor plan drawing prepared for the Landlord and Tenant by the Landlord and entitled Exhibit A (Floor Plan) a copy of said drawing marked EXHIBIT A is attached hereto, incorporated in, and by reference made a part of this Agreement.

Tenant may use the Common Area to conduct Tenant's business, subject to the reasonable rules and regulations issued by Landlord applicable to all tenants of the Building. Tenant shall also have the right of ingress and egress across the Land to and from the above-described Premises at all times.

The Tenant does hereby this day rent and take from the Landlord, upon the said covenants, agreements, provisions, terms, conditions and stipulations herein stated, to be used for any lawful business purpose the above-described Premises.

ARTICLE II

TERM

This Agreement shall commence on the 1st day of July, 2016 (the "Commencement Date"). This Agreement shall end at 11:59 p.m. on the 30th day of June, 2017 (the "Expiration Date") unless this Agreement shall be sooner terminated as hereinafter provided. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the "Term."

ARTICLE III

OPTION IN FAVOR OF THE TENANT TO RENEW OR EXTEND

THE TERM OF THIS AGREEMENT

The Landlord, in consideration of the Premises and of the covenants, agreements, provisions, terms, conditions and stipulations herein agreed to be mutually kept and performed by both of the Parties to this Agreement, does hereby give and grant unto the Tenant the exclusive right, privilege and option of renewing or extending the Term of this Agreement, at the expiration of the aforementioned Term, for **two (2)** additional periods of one (1) year(s) each (hereinafter referred to as "Renewal Option(s)"). Said effective Renewal Option(s) shall be upon the same covenants, agreements, provisions, terms, conditions and stipulation as herein set forth and the monthly rental rate for said Renewal Option shall be as provided in paragraph Article IV, Paragraph 2 herein below; provided, however, that notice of Tenant's desire to exercise such right, privilege and option shall be given to the Landlord either forty-five (45) days prior to the expiration date of the original term of this Agreement or of any renewal or extension term thereof or five (5) days after the Governor signs the annual appropriation bill, whichever occurs later, but in no case shall Tenant's written notice be provided to Landlord later than June 30th of the Term or the then current Renewal Option of Tenant's intent to exercise the Renewal Option. It is further provided that this right, privilege, and option may be exercised by the Tenant only in the event all rents have been fully paid and all covenants, agreements, provisions, terms, conditions and stipulations of this Agreement on the part of the Tenant have been fully and faithfully performed, kept and observed by the Tenant. Unless otherwise specified, the initial Term as provided in Article II and any and all effective Renewal Option(s) are hereinafter collectively referred to as the "Term."

ARTICLE IV

FIXED RENTAL

1. For the use and rent of the Premises, the Tenant agrees to pay to Landlord, at the above-stated business address, or at such other address or addresses as may be designated in writing from time to time by the Landlord, the total fixed rental of One Dollar and 00/100 (**\$1.00**)(hereinafter “Fixed Rental”), beginning on the Commencement Date. In addition to Fixed Rental, Tenant shall pay “Operating Expenses,” as that term is defined in Exhibit C attached hereto and incorporated herein by reference, and said component shall hereinafter be paid to Landlord as additional rent. The estimated Operating Expenses for the initial year of the Term is \$9784.20 (\$3.28 per square foot) per year and a monthly rate of \$815.35. Said Operating Expenses is subject to annual adjustment pursuant to Exhibit C.

2. Renewal Rental Rate.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2016 (beginning July 1, 2015 and ending June 30, 2016) the rental rate shall be \$1.00 per year.

Should Tenant renew this Agreement as provided in Article III for the State Fiscal Year 2017 (beginning July 1, 2016 and ending June 30, 2017) the rental rate shall be \$1.00 per year.

ARTICLE V

COVENANTS, AGREEMENTS, PROVISIONS, TERMS, CONDITIONS

AND STIPULATIONS OF THIS AGREEMENT

1. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

2. Riders. Reserved.

3. Time of Essence; Dates. Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, federal or state holiday, or other non-business day, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, federal or state holiday or other non-business day. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

4. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be delivered by hand, be sent by registered or certified mail, postage prepaid, return receipt requested, or be sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown in this Agreement, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the Party to whom addressed on the date of hand delivery, on the

first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

5. Covenant of Title and Quiet Enjoyment. Landlord covenants that he is seized of the Premises in fee simple absolute or an estate for years. Landlord agrees that the Tenant paying the rent and keeping the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever. If for any reason whatever, Tenant is deprived of the right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel hereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Tenant by giving the Landlord notice thereof. If the Landlord's title shall come into dispute or litigation, the Tenant may either withhold payment of rents (without interest or penalty or causing anyone to sustain damages) until final adjudication or other settlement of such dispute or litigation or it may pay said rents accruing hereunder into a court of competent jurisdiction until final adjudication or settlement of such dispute or litigation.
6. Additional Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant, knowing that Tenant is relying on each such representation, warranty and covenant, that: (i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign; (ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord; (iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would adversely affect Tenant's use and enjoyment of the Premises, with the exception of any Mortgage for which Landlord shall have delivered (or within ten (10) days following the Commencement Date, shall deliver) a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Tenant; (iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises; (v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vi) Landlord shall ensure that on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act; (vii) to the Landlord's best knowledge, no portion of the Building or the Land has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Building and the Land do not and will not contain Hazardous Substances; no Hazardous Substances have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill, discharge or disposal of Hazardous Substances, on, in, or under the Land; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous

Substances on, in or under the Land; the Land is in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Building; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land; (viii) to the Landlord's best knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Land; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land; (ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises; (x) as of the Commencement Date the Building, and the building systems serving the Premises are in good condition and repair; (xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land under normal conditions; and (xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

7. Notice of Appointment of Agent. Tenant shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be first given to the Tenant by the Party appointing such agent.
8. Change in the Ownership of the Premises. No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of the Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in the ownership of the Premises.
9. Binding Effect on Heirs, Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the heirs, legal representative(s), devisees, legatees, next-of-kin, successors and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.
10. Landlord's Failure to Deliver the Premises at the Commencement of the Term. Should the Landlord, for any reason whatever, be unable to deliver possession of the Premises to the Tenant on the Commencement Date, this Agreement may be immediately canceled, terminated and declared null and void at the option of the Tenant by giving the Landlord notice thereof. Should the Tenant elect not to exercise this option then there shall be a total abatement of rent during the period between the Commencement Date and the time the Landlord delivers possession of the Premises to the Tenant.
11. Destruction of or Damage to the Premises. A Casualty affecting a "Material Portion of the Premises" shall mean a Casualty which, in Tenant's sole good faith judgment, renders the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty affecting a Material Portion of the Premises, Tenant shall have the right, at Tenant's option, to terminate this Agreement by giving written notice to Landlord of such termination within thirty (30) days after the Date of Casualty, in which event this Agreement shall terminate, and the Term of this Agreement shall expire, on the Date of Casualty with the same effect as if the Date of Casualty were the Expiration Date, and all rent and other sums shall be apportioned and paid

through and including the Date of Casualty. If there occurs a Casualty affecting a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect; provided, however, that, commencing with the Date of Casualty, rent shall abate pro rata to the extent that, and for so long as, any portion of the Premises is not reasonably usable by Tenant in the ordinary conduct of its business. Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt.

12. Insurance. From and after the Commencement Date, Landlord shall procure, and maintain in full force and effect at all times during the Term of this Agreement, the following types of insurance with respect to the Land, Building and Common Area, paying as the same become due all premiums therefore: (i) commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence for injury, death, or damage to property and \$3,000,000 in the aggregate, which limit may be met through a combination of primary and excess liability policies; and (ii) all-risk property insurance written on a replacement cost basis to cover the replacement value of the Land (to the extent insurable), Building and Common Area, and any other property for which Landlord has insuring responsibility. Said insurance shall be placed with solvent insurance companies licensed and authorized to do business in the State of Georgia. Landlord shall furnish Tenant with certificates or other acceptable evidence that such insurance is in effect. Landlord shall pay all premiums for the insurance coverage which Landlord is required to procure and maintain under this Agreement. Each insurance policy: (i) shall name Tenant as an additional insured Party; (ii) shall provide that the policy cannot be canceled as to the Tenant except after the insurer gives Tenant ten (10) days written notice of cancellation; (iii) shall not be subject to invalidation as to Tenant by reason of any act or omission of Landlord or any of Landlord's officers, employees or agents; and (iv) shall contain a provision to the effect that the policy shall not be invalidated, and shall remain in full force and effect, if Landlord waives in writing prior to a loss any or all rights of recovery against Tenant for loss occurring to property covered by that policy, and a provision whereby Landlord waives any claims by way of subrogation against all Parties. Tenant shall not use the Premises for any purpose other than that stated in ARTICLE I hereof. No use shall be made of the Premises nor acts done on the Premises which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the Premises. The Tenant further agrees not to sell, or permit to be kept for use on the Premises, any article or articles which may be prohibited by the standard form of fire insurance policies. Tenant will self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.
13. Environmental Covenants. If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "Remediation"), unless such Hazardous Substances were released or placed on the Land or Building by Tenant, Landlord immediately and with all due diligence and at no expense to Tenant, shall take all measures necessary to

comply with all applicable Laws, to remove such Hazardous Substances and to perform such Remediation. Landlord shall repair and restore the Land or Building at its sole cost and expense (the "Restoration"). From the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the rent due hereunder shall be reduced by the same percentage as the percentage of the Premises which, in Tenant's good faith judgment, cannot be safely, economically or practically used for the operation of Tenant's business. Notwithstanding anything to the contrary, if in Tenant's good faith judgment such Remediation and Restoration cannot be completed within ninety (90) days following the date such Hazardous Substances are discovered, Tenant may terminate this Agreement by written notice to Landlord which shall be effective on Landlord's receipt. Landlord shall indemnify and hold Tenant harmless from and against any and all claims, judgments, demands, penalties, fines, losses and costs and expenses incurred by Tenant during or after the Term of this Agreement as a result of (i) any Hazardous Substances that Landlord causes or permits to be brought upon, kept or used in or about the Land or Building; (ii) release or disposal of any Hazardous Substances that exist in or about the Land or Building as of the Commencement Date; and (iii) any migration of Hazardous Substances onto or under the Land or Building.

14. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement: (i) if Tenant shall fail to pay when due any rent or other payment of money to be made by Tenant hereunder and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or (ii) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement (other than the payment of rent or any other payment to be made by Tenant), and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, Landlord may immediately initiate legal proceedings to evict Tenant and Tenant's effects from Premises.
15. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant, of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will at the same monthly rate of rental set out in ARTICLE IV above and under the same provisions in force at the expiration or termination of this Agreement.
16. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity, or any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in ARTICLE I hereof shall be prohibited, the Tenant shall have the right to immediately terminate this Agreement upon notice to the Landlord and the rent shall be paid only to the time when the Tenant surrenders possession of the Premises. When only a portion of the Premises is taken for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Tenant shall have an election as to whether it will terminate and cancel this Agreement at the time the taken portion of the Premises must be surrendered or whether it will remain on the Premises with the remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus taken to the total square feet originally contained in the Premises. To exercise this election, the Tenant must notify the Landlord within twenty-five (25) days after it is ultimately determined what portion of the

Premises will be taken under such proceeding (a "Tenant Election"). In the event the Tenant elects to remain on the Premises under the conditions set forth above, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives a Tenant Election, then within thirty (30) days following expiration of such 120-day period, Tenant may terminate this Agreement by written notice to Landlord which shall be effective upon Landlord's receipt. The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

17. Rubbish Removal. Landlord shall keep the Common Area clean, both inside and outside, at Landlord's sole cost and expense, and shall see that all ashes, garbage, trash, excelsior, straw and all other refuse is removed from the common areas of the Building.
18. Repairs by the Landlord; Repairs by Tenant; Tenant Self-Help. Landlord, at Landlord's sole cost and expense, shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Area, including without limitation, the Drainage Facilities, the Paved Areas, the HVAC, roof, foundations, footings, columns, exterior walls and other structural components, parking and other paved areas, building systems, utility lines and sewer pipes and anything else caused by the negligence or willful misconduct of Landlord or its employees, agents or contractors. Landlord shall also (i) keep the Common Area well-lit and change light bulbs in the Common Area as necessary; (ii) perform the Janitorial Services; (iii) maintain and repair the interior portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted, and replace such interior portions of Premises as necessary, including, without limitation, repairing, patching and painting the walls within the Premises as necessary from time to time. Tenant may give Landlord written notice if Tenant believes that there is a condition that requires maintenance, repair or replacement that is the obligation of Landlord pursuant to this paragraph. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord fails to commence such maintenance, repair or replacement within ten (10) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. All costs and expenses incurred by Tenant in exercising Tenant's rights under this this paragraph, shall bear interest at eight percent (8%) per annum from the date of payment by Tenant and shall be payable by Landlord to Tenant upon demand, which shall be accompanied by an invoice of such costs and expenses and reasonable documentation substantiating such costs and expenses. If Landlord fails to pay any such amount within ten (10) days after demand therefor, Tenant shall have the right to set off against, and deduct from, rent payable hereunder such amounts owing by Landlord to Tenant. Notwithstanding anything in this Agreement to the contrary, Tenant shall have no obligation to make alterations to, repair damage to or remedy disrepair of any portion of the Common Area or Building, including, without limitation, the Premises, (and such obligation to make alterations, repair damage or remedy disrepair shall be the sole responsibility of Landlord hereunder) if (a) such damage or disrepair is caused by the failure of such Building or Common Area to be (1) in good working order and condition on the Commencement Date, or (2) constructed in a good and workmanlike manner and in

accordance with applicable Laws, or (b) such damage or disrepair is caused by the negligence or willful misconduct of Landlord, its employees, agents or contractors. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. In the event that Tenant constructs or erects any additions and/or improvements on the Premises, Landlord shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

19. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, his agents or employees to enter onto the Premises at all reasonable times, but after no fewer than two (2) days prior written notice, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises.
20. Janitorial Services. Landlord shall use care to select honest and efficient employees for provision of the Janitorial Services. Landlord shall be responsible to Tenant for the negligence, theft, fault and misconduct of such employees. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of such employees which in any way interferes with Tenant's full enjoyment of the Premises.
21. Utilities. With the sole exception of telephone, Landlord shall furnish and pay for, electricity, gas, fuel, oil, coal, light, heat and power or any other utility used by the Tenant while occupying the Premises. No deduction shall be made from the rent due to a stoppage in the service of water, electricity, gas fuel, oil, coal, light, heat and power or any other utility unless caused (directly or indirectly) by an act of the Landlord. In the event of interruption in water, electricity, gas, fuel, oil, coal, light, heat and power service, Landlord will proceed with all due diligence to restore same. Landlord shall furnish and pay for water and sewer.
22. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at his own cost and expense.
23. Taxes and Assessments. Landlord, during the Term of this Agreement, agrees and covenants to pay off, satisfy and discharge, as they become due all assessments, taxes, levies and other charges, general or special, of whatever name, nature and kind, which are or may be levied, assessed, imposed and/or charged upon the Premises.
24. Termites, Rodents and Pests. Landlord shall, at his own cost and expense, keep Common Area and the Building free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the Term of this Agreement.
25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. The Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's business. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, the Tenant agrees to repair any specific damage directly resulting to the Premises from such removal.
26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances,

movable furniture and personal property which it has placed on the Premises.

27. No Waiver of Right. Failure by any Party to complain of any action, non-action or breach of any other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by any Party of any right arising from any breach of any other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.
28. Entry for Carding, Etc. In the event the Tenant does not exercise the renewal or extension option provided in ARTICLE III above, then Landlord may, within the forty-five (45) day period preceding the expiration of the Term of this Agreement, card the Premises thereby advertising the same "For Sale," "For Rent," or "For Lease." Landlord, after first securing from the Tenant a date and time, may enter on the Premises to exhibit the same to prospective purchasers, tenants or lessees.
29. Abandonment of Premises by the Tenant. During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant (or Tenant's permitted assignee or sublessee) is absent from the Premises for twenty (20) consecutive days, excepting for purposes of repair of improvements.
30. Waste and Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.
31. Assignment and Subletting of Premises by the Tenant. Landlord recognizes and acknowledges that (I) Tenant is Public Body Corporate and Politic created within the Executive Branch of the State Government of Georgia By O.C.G.A. § 50-16-32; (II) Tenant's duties include the management of the utilization of administrative space [as defined by O.C.G.A. § 50-16-31(1.1)] in the manners permitted by O.C.G.A. § 50-16-31 et seq.; (III) pursuant to O.C.G.A. § 50-16-41, the management of the utilization of administrative space by Tenant shall include Tenant entering into any necessary agreements to rent or lease administrative space and then subsequently subletting such space to an Occupying Agency (as hereinafter defined) requiring the space. Accordingly, Landlord further recognizes and acknowledges, and does hereby consent to Tenant's sublet of the premises, or any portion thereof, as well as the assignment of this Agreement, to an Occupying Agency without obtaining Landlord's consent, so long as Tenant give s Landlord prior written notice thereof. For purposes here, an "Occupying Agency" means: (I) an Agency, Department, Commission, Board, Public Body Corporate and Politic, or Bureau of the State of Georgia, and (II) any other entity as permitted by State Law. Any Occupying Agency shall have the right, at its election, to cure any default by Tenant under this Agreement. Landlord shall immediately provide Tenant with copies of all correspondence sent by Landlord to an Occupying Agency (or to any other Subtenant) and copies of all correspondence received by Landlord from an Occupying Agency (or from any other Subtenant). Notwithstanding the foregoing, Landlord acknowledges and agrees that the Occupying Agency shall not be an agent of Tenant and shall not have actual, constructive or apparent authority to amend or otherwise modify the terms of this Agreement or to otherwise bind Tenant.
32. Surrender of the Premises. Tenant shall at the expiration of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, other casualties or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted.
33. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and

attornment agreement (an “SNDA”) in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant’s obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

34. Miscellaneous.

A. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 et seq., prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

B. Tenant has not and will not participate in the structuring, offering, or issuance of any bonds or other financing to be used to construct, renovate, or rehabilitate the Premises, and Tenant shall have no obligation with respect to any bonds or the financing of the Premises, nor any moral obligation to continue to rent the Premises in a manner supportive of the creditworthiness of any bonds or financing. Neither this agreement nor the revenues paid by Tenant under this agreement can be pledged or assigned by Landlord as security for any bonds or similar instrument issued to acquire, construct, renovate, rehabilitate, or finance the Premises. Should such actions occur, this agreement shall be terminable without recourse at the sole discretion of the State Properties Commission. Under no circumstances should there be any expectation of the Landlord or any third party regarding the availability of revenues generated from this Agreement beyond the current one year term. Any such reliance beyond the current one year term is at the sole risk of such party and the Tenant shall have no obligation (legal or moral) with respect to any losses suffered by such party. The express intent of this Section 34(B) is to put the Landlord and all third parties (including rating agencies, investors, underwriters, issuers and counsel) on express notice, that neither the Tenant, the State Properties Commission, the State of Georgia nor any of its departments or agencies shall have any obligation (legal or moral) with respect to any financing for the Premises

C. Landlord and Tenant hereby acknowledge that the floor plans attached to this Agreement as Exhibit A are subject to final approval by the State Fire Marshal’s Office. Additionally, such floor plans are subject to those adjustments or changes required by the State Fire Marshal’s Office without cost or expense to the Tenant. Tenant has provided a copy of the floor plans to the State Fire Marshal’s Office to aid the Landlord in this approval process.

35. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement or the remainder of such provision shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such

representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(Signatures begin on next page and remainder of page is intentionally blank)

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in duplicate original on the day, month and year first above written, each of the Parties keeping one of the duplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(Affix and Impress

Notary Public Seal Here)

LANDLORD:

CAMDEN COUNTY BOARD OF
COMMISSIONERS

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

Signed, sealed and delivered
as to Tenant in the presence of:

Unofficial Witness

Notary Public

My Commission Expires:

(Affix and Impress

Notary Public Seal Here)

TENANT:

STATE PROPERTIES COMMISSION

By: _____

Name: _____

Title: _____

EXHIBIT A

[Floor Plans to Be Attached]

EXHIBIT B

[Operating Expenses]

A. For purposes of this Exhibit B:

- i. The term "Building" shall refer to that building known located at 305 East 4th Street in Woodbine, Georgia 31569, being that building in which the Premises referenced in this Agreement is located;
- ii. The term "Operating Expenses" shall include only those costs of janitorial and cleaning services, rubbish removal, and utilities. Notwithstanding anything to the contrary contained herein, if the Building does not have an average occupancy of ninety-five percent (95%) during any calendar year, appropriate adjustments shall be made to determine Operating Expenses as though the Building had been ninety-five percent (95%) occupied. In no event shall Operating Expenses include Capital Costs as that term is defined herein;
- iii. The term "Capital Costs" shall include those costs or amounts that are spent by the Landlord to acquire, to replace, to add to, increase the useful life or materially prolong the of the Building or some of its equipment.
- iv. The "Base Year" shall be calendar year 2014;
- v. The term "Increased Operating Expenses" shall refer to the amount, if any, by which the Operating Expenses for the applicable calendar year exceeds the Operating Expenses for the Base Year;
- vi. "Controllable Operating Expenses" shall refer to all Operating Expenses under the control of the Landlord, excluding: taxes; insurance; utilities; costs subject to government regulation (i.e. minimum wage); and all costs incurred to comply with federal or state laws, municipal or county ordinances or codes or regulations promulgated under any of the same that are first enacted or are amended after the date of this Agreement;
- vii. The term "Pro-Rata Percentage" shall refer to a numerical value calculated by dividing the rentable square footage of the Premises (numerator) by the total rentable square footage of office space in the Building (denominator) and multiplying the resulting fraction by 100 as follows:

$$\frac{2,980 \text{ rentable square feet}}{4,400 \text{ rentable square feet}} \times 100 \text{ equals } \underline{68} \text{ \%}$$

- B. Upon receipt of supporting documents satisfactory to Tenant showing Increased Operating Expenses for the applicable calendar year, Tenant shall pay additional rental to Landlord in equal monthly payments in addition to the Fixed Rental described in Article IV of this Agreement. Said additional rental shall be equal to the Pro-Rata Percentage divided by 100 and multiplied by the Increased Operating Expenses. Tenant's Pro-Rata Percentage of Controllable Operating Expenses for any calendar year shall not include a portion of such Controllable Operating Expenses for such year to the extent the amount of such Controllable Operating Expenses exceeds one hundred five percent (105%) of the comparable Controllable Operating Expenses incurred by Landlord for the immediately preceding calendar year.
- C. Prior to January 31st of each calendar year following the Base Year (or as soon thereafter as practical), Landlord shall provide Tenant with a comparison of (i) the Operating Expenses for the Base Year and (ii) the projected Operating Expenses for such effective calendar year. Tenant shall thereafter pay, as additional rent, Tenant's Pro-Rata Percentage of any Increased Operating Expenses. Tenant shall pay such Pro-Rata Percentage of Increased Operating Expenses in advance on a monthly basis by paying one-twelfth (1/12th) of such amount during each month of the applicable calendar year. If Landlord does not furnish such a comparison, Tenant shall continue to pay on the basis of the prior calendar year's Operating Expense estimate until the month after such comparison is given, and Landlord and Tenant shall adjust between themselves for any discrepancy in Pro-Rata Percentage that was paid prior to such comparison being provided by the Landlord.
- D. Landlord shall, within one hundred fifty (150) days after the close of each calendar year following the Base Year (or as soon thereafter as practical), provide Tenant an unaudited statement of such year's actual Increased Operating Expenses compared to Landlord's projected Increased Operating Expenses (the "Operating Expense Statement"). If actual Increased Operating Expenses were greater than the projected Increased Operating Expenses, Tenant shall pay Landlord, within thirty (30) days of receipt of said Operating Expense Statement, Tenant's Pro-Rata Percentage of the difference thereof. If actual Increased Operating Expenses were less than the projected Increased Operating Expenses, Landlord shall grant to Tenant a credit against monthly Fixed Rental next due from Tenant.
- E. Within ninety (90) days after receipt by Tenant of the Operating Expense Statement, Tenant or its designee shall have the right in person to inspect Landlord's books and records, at Landlord's office, during normal business hours, after five (5) days prior written notice, showing the Operating Expenses for the Building for the calendar year covered by said Operating Expense Statement; provided, however, that no such contest shall entitle Tenant to withhold or delay amounts due to Landlord as set forth in Landlord's Operating Expense Statement. The Operating Expense Statement shall become final and

conclusive between the parties, their successors and assigns as to the matters set forth therein unless Landlord receives written objections with respect thereto within said ninety (90) day period. If Tenant timely contests such Operating Expense Statement, Tenant shall have the right to inspect and examine, at reasonable times during normal business hours, Landlord's books of account and records pertaining to the Operating Expenses for the calendar year in question, all at Tenant's sole cost and expense. Such inspection shall be conducted by an independent certified public accountant or an employee of Tenant and in no event compensated on a contingent fee or bonus basis. Such inspection shall be conducted in Landlord's office in Woodbine, Georgia, at Tenant's expense, and shall be completed, with written notice to Landlord of the results thereof, by no later than thirty (30) days after the date of Tenant's notice of contest delivered to Landlord pursuant to the foregoing provisions of this subsection e; any matters not specifically disputed in a written notice timely filed with Landlord after such audit has been completed shall be final and binding upon Tenant in all respects. Landlord may have an agent or employee present during such inspection and audit. If the audit ultimately results in Landlord and Tenant agreeing that Tenant has underpaid for its Pro-Rata Percentage of Increased Operating Expenses, Tenant shall pay Landlord such underpayment within thirty (30) days after the conclusion of the audit, and, if the audit ultimately results in Landlord and Tenant agreeing that Tenant has overpaid for its Pro-Rata Percentage of Increased Operating Expenses, Landlord shall grant to Tenant a credit against monthly Fixed Rental next due from Tenant.

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 11

SUBJECT: Approval of Contract with Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension.

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

DATE: May 19, 2016

BUDGET INFORMATION:

EXPENSES: *Total Salary & Benefit \$14,447

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the Contract with Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension.

HISTORY:

1. This is an annual contract with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension.

FACTS & ISSUES:

1. The contract is for salary, Retirement and SS/Med cost only for one (1) County Extension Agent.

Monthly Payroll (annual salary)		\$12,360
FICA OASDI (Soc. Sec)	6.2%	\$ 766
FICA-HI (Medicare)	1.45%	\$ 179
ORP Retirement	9.24%	<u>\$ 1,142</u>
*Total Salary & Benefit		\$14,447

2. The term of the contract is for a period of July 1, 2016 – June 30, 2017.

OPTIONS:

1. Motion to approve the Contract with Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension.
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:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

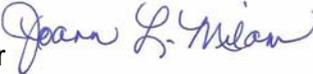
N/A

P. O. Box 8112
Georgia Southern University
Statesboro, GA 30460-8112
March 1, 2016

FAX: 912-681-5501
Phone: 912-681-0178
E-Mail: dcampbel@uga.edu

**Return to Dianne Campbell
in District Office by
Tuesday, May 31, 2016**

MEMO TO: Jessica Warren
Camden County Extension Coordinator

FROM: Joann Milam 
District Extension Director

RE: Jessica Warren
County Extension Agent
County Contract

It is time to renew the contract with the Camden County Board of Commissioners. The last contracts will expire June 30, 2016. It is important that this information be in this office **by Tuesday, May 31, 2016**. Attached you will find a complete budget sheet with the current salary, benefit rate amounts, contact person and billing address that was listed last year. If an increase in salary is given you will need to revise the salary and refigure the benefits. **The budget numbers need to be rounded up.** If the contact person or billing address has changed you will also need to update. If no changes are being made you need to have the contract signed, list title of authorized person, date and return. If you have any questions on completing this form call Dianne (681-0178) and she will help you.

The current salary I have listed on Jessica Warren for the Board of Commissioners is \$12,360.

ATTACHMENT 11

DATE:

MEMO TO: Joann Milam
District Extension Director

FROM: _____
James H. Starline, Chairman

SUBJECT: Camden County Agent Board of Commissioners Contract

It is the intent of the Camden County Board of Commissioners to contract with the Board of Regents of the University System of Georgia on behalf of the University of Georgia Cooperative Extension. The contract is for **salary, Retirement and SS/Med cost only** for one County Extension Agent for the period of July 1, 2016 – June 30, 2017. A budget sheet is attached.

District Extension Director Date

Associate Dean for Extension, CES, UGA Date

Vice-President for Public Service & Outreach, UGA Date

Camden County Board of Commissioners

July 1, 2016 – June 30, 2017

Personnel: Jessica Warren

51110 Monthly Payroll (annual salary)	\$12,360
51940 FICA OASDI (Soc. Sec) 6.2%	\$ 766
51942 FICA-HI (Medicare) 1.45%	\$ 179
51971 ORP Retirement 9.24%	<u>\$ 1,142</u>
*Total Salary & Benefit	\$14,447

Account 26-31-GE354-004 pays for hospital and life for this account.

*The University of Georgia will bill the county monthly for the actual **salary, ORP Retirement and Social Security/Medicare cost ONLY** for one County Extension Agent. County request a final invoice in 45 days after end date. The Southeast District Extension Director will be allowed to rebudget funds without prior written approval from Camden County as long as such rebudgeting does not result in an increase in the compensation authorized in this year's budget.

Bill to the following name and address:

Nancy Gonzalez, Assistant Finance Director
Finance & Budget Department
Camden County Board of Commissioners
P. Box 99
Woodbine, GA 31569

Telephone: 912-576-7125
FAX number: 912-576-1866

Name of Contact: Nancy Gonzalez
Email Address: nagonzalez@co.camden.ga.us

James H Starline, Chairman

Date

ATTACHMENT 11

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 12

SUBJECT: Approval of Fiscal Year 2017 Humane Society Contract

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

DATE: May 19, 2016

BUDGET INFORMATION:

REVENUES:

EXPENSES: \$13,810/Monthly = \$165,720 Annually

ANNUAL:

CAPITAL:

OTHER:

FUNDING SOURCE: Animal Control FY 17 Budget

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of Fiscal Year 2017 Humane Society Contract

HISTORY:

- 1. Annual agreement between Camden County and the Humane Society for animal shelter services.

FACTS & ISSUES:

- 1. FY 2017 funding request by the Humane Society remains unchanged from FY 2016 contracted amount.
- 2. Only change in contract, from FY 2016, is the charges the Humane Society charges the public for reclaiming animals from the shelter. Previously \$10/day for dogs and \$7/day for cats. Proposed \$20/day for either.

OPTIONS:

- 1. Motion to approve the Fiscal Year 2017 Humane Society Contract.
- 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:

Dennis Gailey, Director

IF APPLICABLE:

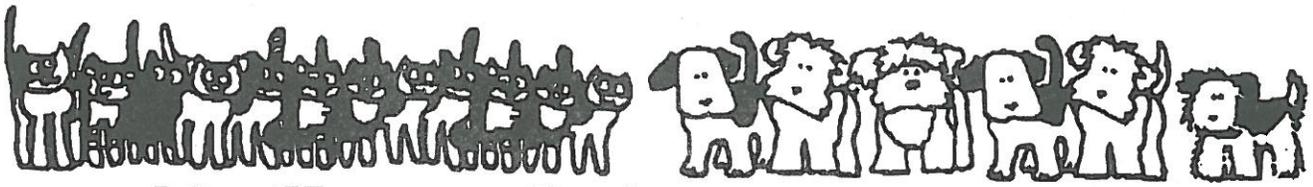
County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director



The Humane Society of Camden County, Inc.

May 10, 2016

Mr. Steve Howard
County Manager
Post Office Box 99
Woodbine, Georgia 31569

Re: Agreement between the Humane Society and Camden County
July 1, 2016 through June 30, 2017

Dear Steve,

Enclosed please find the Agreement aforementioned. As we discussed, the contract amount will remain at the previous Agreement price. Further as we discussed, the only change is contained in paragraph 7(d) wherein we simplified the reclaim fee structure and increased the daily housing fee, all in the hope of bringing in more revenue.

Please present the Agreement to the Commission for their review and execution. After execution, please forward a signed copy to me for my file. Should you have any questions, you may reach me at 729-5864 or our Treasurer, Bob Coulbourne, at 882-6611.

Thank you and we look forward to continuing our animal care partnership with the County.

With kind regards,

Madonna T. Marx
Co-Founder/Board Secretary

MTM/m
Enclosures

AGREEMENT

THIS AGREEMENT entered into this 10th day of May, 2016, between the HUMANE SOCIETY OF CAMDEN COUNTY, INC., herein referred to as the Humane Society, and CAMDEN COUNTY, hereinafter referred to as the Entity.

WHEREAS, the Humane Society has been incorporated for the purpose of acquiring, establishing, maintaining and operating a shelter for animals, and

WHEREAS, the Entity is desirous of utilizing the services provided by the Humane Society,

THEREFORE, the parties agree as follows:

General Provisions

1.

The term of this Agreement shall begin on July 1, 2016 and shall expire on June 30, 2017.

2.

In consideration for the services provided by the Humane Society to the Entity, the Entity shall pay the sum of **\$13,810.00 per month**. The monthly contract amount shall be due on the fifteenth day of each month.

3.

In the event payment is not received within seven days from the due date, then the Humane Society may issue a notice of intent to cancel the contract and cease services.

The Entity shall be responsible for the payment of services up to and including the last date services are rendered.

4.

In the event the Humane Society's operation of the animal shelter should be terminated, any funds remaining from the Entity's contributions shall be returned to the contracting entity in the same proportion as they were received.

5.

The Humane Society shall maintain appropriate records of the reclamation fees of animals reclaimed within the first five business days after the animal is placed in the shelter. Additionally, at the time of reclamation the representative of the Humane Society shall attempt to ascertain the residency of the person reclaiming the animal and make an appropriate entry as to the reclaim fee received.

6.

The Humane Society shall hold harmless the Entity from any action or liability that is caused once an animal is transferred into the care and control of the Humane Society.

7.

The Humane Society shall furnish the following services:

- a) Operate a facility for the shelter and care of animals. As recognized by the Rules of the Georgia Department of Agriculture, any animal described in Official Code of Georgia Annotated § 27-1-2 and § 27-5-5 shall not be

considered to be covered for purposes of this agreement, except where specifically mentioned herein;

- b) Food, shelter, sanitation services for animals delivered to the shelter by the Entity's Animal Control Officer or stray animals brought in by any resident within the Entity's jurisdiction, as determined by proof of identification of residency;
- c) Stray animals accepted by the Humane Society shall be held for five business days after which time period the animals may either be placed for adoption or euthanized;
- d) The Humane Society shall be entitled to charge, collect and retain a reclaim fee for each stray animal as follows: \$25 reclaim fee for spayed/neutered pets; \$50 reclaim fee for un-sprayed/un-neutered pets. Additionally the Humane Society will charge a fee of \$20.00 each day or any portion thereof that the stray animal has been housed by the Humane Society;
- e) In addition to the reclaiming fees as stated above, any persons reclaiming an animal must supply appropriate proof of proper rabies inoculations for the animal or pay a charge in the amount of \$15.00 for a rabies voucher;
- f) The Humane Society shall cooperate with law enforcement officers in the investigation and prosecution of cruelty cases brought to its attention or of which it has knowledge. Further, the Entity and the Humane Society may appoint agents for the purpose of investigating

violations for the purpose of protecting animals or preventing any act of cruelty thereto;

- g) The Humane Society shall provide the Entity with monthly reports that coincide with Animal Control record keeping for such information including, but not limited to, animal I.D. number and reason for intake, by the 10th of each month;
- h) After 5:00pm on normal business days or on weekends and holidays, the Humane Society shall provide an “on call” staff person, accessible via a cell phone, for emergency situations. For purposes of this agreement, “emergency” shall be defined as (1) a severe weather condition wherein an animal cannot be safely housed in an exterior drop off cage; (2) a situation wherein a domestic animal is seriously ill or severely injured and euthanasia is required, and (3) a quarantine, as required by law, for a bite, attack or suspected rabies incident of a domestic animal;
- i) Wild animals, as defined by O.C.G.A. § 27-1-2 and § 27-5-5, shall not be housed at the shelter nor will shelter staff perform or assist with the euthanasia of a wild animal;
- j) In the event of a bite, attack or suspected rabies incident of a domestic animal, the Humane Society shall provide quarantine cages to house said seized animals as required by law;
- k) Humane Society staff will not assist or perform euthanasia, decapitation, or transport of suspected rabid animals; and

- l) The Humane Society agrees to allow review of the program operations upon reasonable request of any representative of the Entity to discuss such matters as may be necessary due to said review. When an operations problem is noted in writing by the Entity, it shall be resolved within a thirty-day time period. A notice of intent to cancel the contract may be given and this contract may then be cancelled by either the Humane Society or the Entity, at their option. The Entity shall be responsible for the payment of services up to and including the last day services are rendered.

8.

The Entity shall perform as follows:

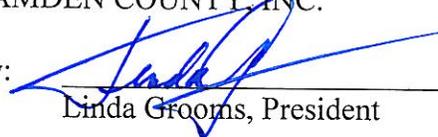
- a) All responsibilities for the picking up of animals from within the jurisdiction of the Entity shall be the Entity's responsibility;
- b) During the normal business hours, the Entity's Animal Control Officer shall deliver the animals to the designated cages or runs at the shelter. In the event the Animal Control Officer should need assistance with removing an unruly animal from the Entity's vehicle, a Humane Society staff member will assist, if available;
- c) After 5:00pm on normal business days or on weekends and holidays, all requests or calls for collection or accepting of animals to be housed within the shelter shall be the responsibility of the Entity from which the call originates. The Humane Society will furnish animal holding cages for

both cats and dogs at the shelter for use by the Animal Control Officer for confining animals collected during non-business hours; and

- d) At the time an animal is delivered to the shelter, the Entity's Animal Control Officer shall furnish the appropriate and accurate paperwork for said animal. The shelter staff will not accept paperwork on animals not housed at the shelter.

THE HUMANE SOCIETY OF
CAMDEN COUNTY, INC.

By:



Linda Grooms, President



Madonna T. Marx, Secretary

CAMDEN COUNTY, GEORGIA

BY: _____

ATTEST: _____

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 13

SUBJECT: Approval of Resolution and Agreement regarding Hazardous Waste Trust Fund for reimbursement.

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

DATE: May 19, 2016

BUDGET INFORMATION: Application for Reimbursement in the amount of \$99,918.75 through the Hazardous Waste Trust Fund

COMMISSION ACTION REQUESTED ON: May 26th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the Approval of Resolution and Agreement regarding Hazardous Waste Trust Fund for reimbursement.

HISTORY:

- 1. The Resolution and Agreement is the next step in the process for the application for reimbursement through the Hazardous Waste Trust Fund for costs spent investigating and cleaning up the Landfill located on Vacuna Road.

FACTS & ISSUES:

- 1. Camden County is eligible for reimbursement in the amount of \$99,918.75 in eligible costs.

OPTIONS:

- 1. Motion to approve the Approval of Resolution and Agreement regarding Hazardous Waste Trust Fund for reimbursement.
- 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:

Lannie Brant Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myer

IF APPLICABLE:

Finance Review:

Mike Fender, Director

Georgia Department of Natural Resources

Environmental Protection Division – Land Protection Branch

2 Martin Luther King, Jr. Dr., SE, Suite 1054 East, Atlanta, Georgia 30334

Judson H. Turner, Director

404/657-8600

MAY 11 2016

James H. Starline, Chairman
Camden County Board of Commissioners
PO Box 99
Woodbine, GA 31569

RE: Hazardous Waste Trust Fund Application for Reimbursement
HSI# 10647 Vacunna Road MSWL

Dear Mr. Starline:

This letter is in response to your request for reimbursement from the Hazardous Waste Trust Fund for costs spent investigating and cleaning up your landfill. Our review shows that you have \$99,918.75 in eligible costs.

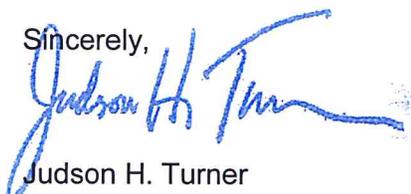
In order for you to receive this funding, please return the following items to EPD thirty (30) days from the date of the letter:

- One signed and certified copy of a resolution, authorizing the County Administrator to execute the contract. You may use the attached model resolution or draft one of your own; and
- Three signed and attested originals of the contract, "Agreement Governing Expenditures for State & Local Government Costs", including its attachments.

Once EPD receives both items back in proper form, we will execute the contract, and return an original copy to you.

If you have any questions regarding the enclosed documents, please contact Ms. Jacqueline Keith at (404) 657-0491.

Sincerely,



Judson H. Turner
Director

Enclosures: 3 Original Contracts
1 Model Resolution

RESOLUTION

Authorization to Execute Agreement Governing Expenditures for State & Local Government Costs

WHEREAS, Camden County, Georgia has submitted an application to the Georgia Department of Natural Resources, Environmental Protection Division ("EPD") in order to receive funds from the Hazardous Waste Trust Fund; and

WHEREAS, EPD has submitted an Agreement Governing Expenditures for State & Local Government Costs to Camden County for execution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners that the proposed Agreement is hereby approved and the County Administrator is hereby authorized to execute, on behalf of Camden County, the referenced Agreement and any other related documents necessary to obtain the funding as provided therein; and

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to take any and all other action, without further approval or action of this Board, which may be necessary or appropriate in order to fully consummate and carry out the intent of the Agreement.

This _____ Day of _____, 20__.

ATTEST:

Chairman

(Seal)

Commissioner

FEDERAL ID# _____

Commissioner

Commissioner

CERTIFICATION

I do hereby certify that the above is a true and correct copy of the Resolution duly adopted by the Camden County Board of Commissioners on the date so stated in said Resolution.

I further certify that I am the _____ and that said Resolution has been
(Title)
duly entered in the official records of the Camden County Board of Commissioners and remains in full
force and effect this the

_____ day of _____, 20__.

Signature

AGREEMENT GOVERNING EXPENDITURES FOR STATE & LOCAL GOVERNMENT COSTS

This Agreement made and entered into this _____ day of _____, 20__ by and between the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD"), and Camden County, Georgia, by and through its Board, pursuant to Resolution passed _____, 20__ (hereinafter, "APPLICANT").

I. RECITALS

WHEREAS, the Hazardous Waste Trust Fund ("HWTF") has been continued in existence by law for the fulfillment of certain environmental purposes and declared public policy for the State of Georgia (O.C.G.A. Section 12-8-90 et seq.); and

WHEREAS, the Director of EPD is authorized and directed by law to serve as Trustee of the HWTF; and

WHEREAS, the Director of EPD, in his capacity as Trustee of the HWTF, is authorized by law to expend moneys deposited in the HWTF, in accordance with rules promulgated by the Board of Natural Resources, for financing of the state and local share of the costs associated with the investigation, remediation, and postclosure care and maintenance of sites placed on the National Priority List pursuant to the federal Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, or sites placed on the Hazardous Site Inventory pursuant to O.C.G.A. Section 12-8-97; and

WHEREAS, APPLICANT is a "local government" as defined in the Rules of the Georgia Department of Natural Resources, Environmental Protection Division (hereinafter, "EPD Rules"), Rule number 391-3-19-.09; and

WHEREAS, APPLICANT has, in accordance with EPD Rule 391-3-19-.09(2)(f), submitted an application for financial assistance in the form of reimbursement of "eligible costs" [as described in EPD Rule 391-3-19-.09(4)(a)] heretofore expended in connection with that certain site more particularly described in Exhibit "A", attached hereto and incorporated herein and made a part hereof (hereinafter, "the SITE"); and

WHEREAS, APPLICANT is in compliance with the Georgia Local Government Services Delivery statutes; and

WHEREAS, APPLICANT has met all financial assistance eligibility requirements as set forth in EPD Rule 391-3-19-.09(2); and

WHEREAS, EPD has completed its review of APPLICANT'S application for financial assistance as above-referenced; and,

WHEREAS, EPD is ready and willing to extend financial assistance to APPLICANT in the form of reimbursement to cover certain eligible costs, and APPLICANT is willing to accept same, upon the terms and conditions set forth in Part II below; and

WHEREAS, the parties hereto are authorized by law to enter into this agreement at this time;

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration set forth below (the receipt and sufficiency of which is acknowledged by the respective parties), the parties hereby agree as follows:

II. TERMS AND CONDITIONS

A. SCOPE OF FINANCIAL ASSISTANCE

EPD hereby agrees APPLICANT is eligible to receive reimbursement from the Hazardous Waste Trust Fund, pursuant to O.C.G.A. 12-8-95 and EPD Rule 391-3-19-.09. The maximum amount APPLICANT may receive from the HWTF for "eligible costs" expended for the SITE, pursuant to this or any other Agreement, or combination of agreements, is \$2,000,000. APPLICANT'S eligibility for future funding from the Hazardous Waste Trust Fund for the SITE shall be reduced by the amount of funds actually disbursed to APPLICANT pursuant to this Agreement.

(1) "Reimbursed Costs"

(a) EPD hereby agrees to reimburse APPLICANT for those "eligible costs" heretofore expended by APPLICANT, as set forth and described in Exhibit "B" attached hereto (and incorporated herein and made a part hereof); for a total sum of **\$99,918.75** (said total sum hereinafter being referred to as the "REIMBURSED COSTS").

(b) Payment of the REIMBURSED COSTS to APPLICANT shall be made as funds are made available.

(2) The REIMBURSED COSTS actually paid to APPLICANT shall hereinafter be referred to as "the FINANCIAL ASSISTANCE".

B. PAYMENT

The following person(s) are hereby designated as being authorized to receive payments of FINANCIAL ASSISTANCE on behalf of APPLICANT:

NAME: Steve L. Howard TITLE: County Administrator
ADDRESS: Camden County Board of Commissioners
P.O. Box 99
Woodbine, GA 31569

TELEPHONE#: (912) 449-2022

The above person(s) may be substituted or changed by APPLICANT upon written notice to EPD pursuant to paragraph below.

C. TERM

Unless earlier terminated by EPD pursuant to Paragraph J below, the initial term of this Agreement shall be for two (2) years from the date of execution.

D. ACCOUNTING RECORDS/RIGHT TO INSPECT

(1) Accounting System/Records Retention Requirements

APPLICANT shall maintain an accounting system, which meets the requirements of the Government Accounting Standards Board (hereinafter "GASB"). The accounting system shall maintain books, records, documents, and other evidence, which pertain to and sufficiently support (in accordance with GASB) the FINANCIAL ASSISTANCE provided to APPLICANT pursuant to this Agreement (hereinafter collectively, the Records). Accounting procedures, policies, and the Records shall be completely open to State audit at any time during and for a period of five (5) years from the date of payment of any respective item of FINANCIAL ASSISTANCE, and APPLICANT shall preserve and make available such accounting procedures, policies and the Records during such time period. APPLICANT may, with the prior written consent of EPD, and in fulfillment of its obligation to retain the Records as required by this paragraph, substitute photographs, microphotographs or other authentic reproductions of the Records, after the expiration of two (2) years following the date of payment of the respective item of FINANCIAL ASSISTANCE to which such Records relate, unless a shorter period is authorized by EPD with the concurrence of the State Auditor or his duly authorized representative. Permission to substitute the Records as provided herein shall be within the sole discretion of EPD.

(2) Audit Requirements

The State standards for audits of contractors, and programs conducted under this Agreement are applicable to this section and are incorporated by reference as though fully set out herein.

E. RIGHT TO INSPECT WORK

EPD, the State Auditor of Georgia, or their authorized representatives shall, during normal business hours, have the right to enter into the premises of APPLICANT and/or all subcontractors, or such other places where the work for which the FINANCIAL ASSISTANCE is provided herein has been performed, for the purpose of inspecting, monitoring, or otherwise evaluating such work. All inspections and evaluations shall be performed in such a manner as will not unduly delay work.

F. DUTY TO COMMUNICATE

APPLICANT warrants that it has fully disclosed to EPD any and all information or knowledge currently within its possession or control relating to the sources of, and potentially responsible parties for the release of "regulated substances" [as those terms are defined in EPD Rule 319-3-19-.02(2)] at the SITE. APPLICANT agrees that in the event any such additional information or knowledge comes to its attention, or otherwise becomes available to it in the future, it will promptly provide same to EPD in writing.

G. RELATIONSHIP OF THE PARTIES

Neither APPLICANT nor any of its agents, servants, employees or subcontractors shall become or be deemed to become an agent, servant or employee of the State of Georgia or EPD as a result of this Agreement. Provided further, this Agreement shall not be construed so as to create a partnership or joint venture between APPLICANT and EPD or the State of Georgia.

H. TRADING WITH STATE EMPLOYEES

The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. 45-10-20 et seq. in any respect.

I. INDEMNIFICATION

APPLICANT hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund and any other self-insurance fund established and/or maintained by the Georgia Department of Administrative Services on behalf of the State), EPD and its Director, their officers and employees (hereinafter collectively referred to as "Indemnitees"), of and from any and all claims, demands, liabilities, loss, costs or expenses for any loss or damage (including bodily injury or personal injury including death, property damage, workers' compensation benefits, employment benefits, libel, slander, defamation of character, and invasion of privacy) and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission (whether intentional or negligent, through theft or otherwise) on the part of APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or due to any breach of this Agreement by APPLICANT; or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by APPLICANT, its agents, employees, subcontractors, or others working at the direction of APPLICANT or on its behalf; or caused by any other person.

This indemnification applies whether: (i) the activities involve third parties or employees or agents of APPLICANT or Indemnitees; (ii) the Indemnitees are responsible for the situation giving rise to the claim; or (iii) a claim results in a monetary obligation that exceeds any contractual commitment.

This indemnification extends to the successors and assigns of APPLICANT, and this indemnification and release survives the termination of this Agreement and the dissolution or, to the extent allowed by law, the bankruptcy of APPLICANT.

This indemnification does not apply to the extent of the willful or wanton misconduct of the Indemnitees, their officers or employees. This indemnification does not apply to the extent of the sole negligence of the Indemnitees, their officers or employees, concerning activities within the scope of O.C.G.A. 13-8-2 (b) relative to the construction, alteration, repair, or maintenance of a building structure, appurtenances, and appliances, including moving, demolition, and excavating connected therewith.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance fund established and maintained by the Georgia Department of Administrative Services on behalf of the State (collectively, the "Funds"), APPLICANT agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, APPLICANT and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Fund and insurers participating there under, to the full extent of this indemnification.

APPLICANT shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitee.

J. TERMINATION

This Agreement may terminate or may be terminated by EPD for any or all of the following reasons: for any default by APPLICANT; for the convenience of EPD; in the event of the insolvency of or declaration of bankruptcy by APPLICANT; and in the event sufficient funds no longer exist for the payment of EPD's obligations hereunder. Each of these is described in the following paragraphs.

(a) Termination for Default

The failure of APPLICANT to comply with any term, condition, or provision of this Agreement shall, at the option of EPD, constitute a default by APPLICANT. In the event of default, EPD shall notify APPLICANT in writing by hand-delivery or by certified or registered mail, return receipt requested, of the specific act or omission of APPLICANT which constitutes default. APPLICANT shall have fifteen (15) days from the date of receipt of such notification to cure such default; provided, however, if, in the sole discretion of EPD, APPLICANT'S default poses an imminent danger to the safety and health of the general public, EPD may require in the written notification that APPLICANT cure the default within a time period less than fifteen (15) days. In the event of default, and during the above specified grace period, performance under the Agreement shall continue as though the default had never occurred. In the event the default is not cured in fifteen (15) days (or within such other time period as required by EPD in the written notification of default to APPLICANT), EPD may, at its sole option, terminate the Agreement for default. Such termination shall be accomplished by written notice of termination forwarded to APPLICANT by certified or registered mail and shall be effective at the close of business on the date specified in the notice.

Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD), and shall immediately return to EPD all FINANCIAL ASSISTANCE previously paid to APPLICANT. Provided, however, if it is determined, after notice of termination for default, that APPLICANT'S failure was due to causes beyond the control of and without error or negligence of APPLICANT, the termination shall be deemed a termination for convenience under Paragraph (b) below. The remedies provided EPD herein shall be in addition to and not in lieu of any other remedies that EPD may have by reason of APPLICANT'S breach of this Agreement.

(b) Termination for Convenience

EPD may terminate this Agreement in whole or in part whenever, for any reason, EPD determines that such termination is in the best interest of the State of Georgia. In the event that EPD elects to terminate the Agreement pursuant to this provision, it shall so notify APPLICANT by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice.

(c) Termination for Bankruptcy or Insolvency

In the event that APPLICANT shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, EPD may at its option, terminate this Agreement. In the event EPD elects to terminate the Agreement under this provision it shall do so by sending notice of termination to APPLICANT by registered or certified mail, return receipt requested. The effective date of termination shall be deemed to be the date such notice is mailed to APPLICANT, unless otherwise specified. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD).

(d) Termination for Unavailability of Funds

Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by EPD from the Hazardous Waste Trust Fund. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the matters addressed herein, in the sole discretion EPD and of the State, then this Agreement as to all such matters or, as the case may be, as to any of the matters addressed under this Contract, shall terminate without further obligation of EPD and the State as of that moment. The certification of EPD and the State of the events stated above shall be conclusive. Should funding cease or otherwise become unavailable, this Agreement will immediately become null and void. Upon effective termination of this Agreement as provided herein, APPLICANT shall not be entitled to any further payments pursuant to this Agreement (regardless of whether such payments may have previously been approved by EPD)

K. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Georgia.

L. FORCE MAJEURE

The parties hereto shall not be responsible for any failure or delay in the performance of any obligations hereunder caused by acts of God, flood, fire, war or public enemy.

M. NOTICES

All notices under this Agreement shall be deemed duly given: Upon delivery, if delivered by hand (against receipt); or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto.

APPLICANT: Steve L. Howard, County Administrator
Camden County Board of Commissioners
P.O. Box 99
Woodbine, GA 31569

EPD: Ms. Jackie Keith
Response and Remediation Program
2 Martin Luther King Jr., SE
Floyd Tower East, Suite 1054
Atlanta, Georgia 30334

N. WAIVER

The waiver by EPD of any breach of any provision contained in this Agreement shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

O. AUTHORITY

APPLICANT warrants that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of APPLICANT has been properly authorized and empowered to enter into this Agreement. APPLICANT further acknowledges that it has read this Agreement, understands it and agrees to be bound by it.

P. SEVERABILITY

If any term or provision of this Agreement shall be found to be illegal or unenforceable then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken here from.

Q. HEADINGS

The paragraph headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

R. AMENDMENTS IN WRITING

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

S. ASSIGNMENT

APPLICANT shall not assign its right to receive FINANCIAL ASSISTANCE, or any obligations required of it pursuant to this Agreement without the express written consent of EPD.

T. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

U. IMMIGRATION REFORM AND CONTROL ACT

Each party hereby certifies that it has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-90 et seq., by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information for all new employees and executing any affidavits required by Ga. Comp. R & Regs. r. 300-10-1-.01 et seq.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

GEORGIA DEPARTMENT OF NATURAL RESOURCES,
ENVIRONMENTAL PROTECTION DIVISION ("EPD")

By:

Judson H. Turner, Director

Camden County, GEORGIA ("APPLICANT")

By

Steve L. Howard, County Administrator

ATTEST:

Title:

Board of County Commissioners May 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
May 23	May 24	May 25 Planning Commission Meeting 6:00 PM Annex - Kingsland	May 26 BOCC Work Session 5:00 PM Public Hearing & Regular Meeting 6:00 PM	May 27
May 30 County offices will be closed in observance of Memorial Day.	May 31			

Board of County Commissioners June 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
		June 1	June 2 Board of Assessor Meeting Government Services Complex, 6:00 PM	June 3
June 6	June 7 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	June 8	June 9 PSA Board Meeting Community Room, 1050 Wildcat Dr. 5:30 PM	June 10
June 13	June 14	June 15	June 16	June 17
June 20	June 21 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	June 22	June 23	June 24
June 27	June 28	June 29 Planning Commission Meeting 6:00 PM Annex - Kingsland	June 30	

******The next JDA Meeting will be held on July 15th***