

AGENDA
Camden County Board of Commissioners
Government Services Building, (Courthouse Square)
200 East 4th Street, 2nd Floor, Room 252,
Commissioners' Meeting Chambers
Woodbine, Georgia
Tuesday, September 20, 2016

Convene Regular Meeting at 6:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Roll Call

Agenda Amendments

Removal of the following item under Consent Agenda and renumber the agenda accordingly:

1. Blue Cross Blue Shield Agreement.

Added Item under Regular Agenda:

Grants Manager Julie Haigler

10. Consideration to submit application for the 2016 Sex Offender Registry Notification Act (SORNA) Program Grant.

Adoption of Agenda

Approval of Minutes

- [September 6, 2016 Regular Meeting minutes](#)

Public Comments

Adjourn Regular Meeting

Convene Public Hearing

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

- [Consideration of request by owner, Melonie Kolgaklis, for a Zoning Map Amendment \(RZ2016-5\) to Rezone 7.75 acres from A-F to A-R on Tax Parcels 094 020M and 094 020R, and a Future Land Use Map Amendment \(FLU2016-3\) from "Residential" to "Rural Residential". Properties are located 148 and 158 Jimmy Lane.](#)
- [Consideration of amendment to the Unified Development Code, Article 11, Erosion Control and Storm Water Management to comply with the model ordinance provided by the Georgia Department of Natural Resources.](#)

Adjourn Public Hearing

Reconvene Regular Meeting

Consent Agenda

1. [Fiscal Year 2016 Budget Amendments](#)
2. [Contract with Nelson CFO, Inc.](#)
3. [Professional Services Agreement with Environmental Consultant.](#)
4. [County Extension Personnel Contract](#)
5. [Appointment of Stephen Fleming to the Spaceport Camden Steering Committee](#)

Regular Agenda

Planning & Development Director Eric Landon

6. [Consideration of request by owner, Melonie Kolgaklis, for a Zoning Map Amendment \(RZ2016-5\) to Rezone 7.75 acres from A-F to A-R on Tax Parcels 094 020M and 094 020R, and a Future Land Use Map Amendment \(FLU2016-3\) from "Residential" to "Rural Residential". Properties are located 148 and 158 Jimmy Lane.](#)
7. [Consideration of amendment to the Unified Development Code, Article 11, Erosion Control and Storm Water Management to comply with the model ordinance provided by the Georgia Department of Natural Resources.](#)

Code Enforcement Dennis Gailey

8. [Appointment of Code Enforcement Officer](#)

Tax Commissioner Beth Soles

9. [Consideration of approval of the Tax Release Applications](#)

Grants Manager Julie Haigler

10. [Consideration to submit application for the 2016 Sex Offender Registry Notification Act \(SORNA\) Program Grant.](#)

Reports

- [Calendar – September / October 2016](#)
- County Administrator Comments

Additional Public Comments

Adjourn BOC Meeting

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

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

Absent: County Administrator Steve Howard

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

Solid Waste Director Lannie Brant delivered the invocation.

Chairman Starline led the Pledge of Allegiance.

Agenda Amendments:

Added item under Presentation:

- Camden Mobile Canteen presented by Salvation Army Service Center Director Charlene Sears

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

The motion carried unanimously.

Motion to Adopt the Agenda:

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

The motion carried unanimously.

Approval of the Minutes

- August 16, 2016 Public Hearing & Regular Meeting minutes

Commissioner Keene made a motion, seconded by Commissioner Clark to approve August 16, 2016 Public Hearing & Regular Meeting minutes.

The motion carried unanimously.

Presentation

- Proclamation recognizing the month of September 2016 as National Surgical Technologist Month

County Clerk Kathryn Bishop announced that the Proclamation recognizing the month of September 2016 as National Surgical Technologist Month will be incorporated into the official records.

- Camden Mobile Canteen presented by Salvation Army Service Center Director Charlene Smith-Sears

Salvation Army Service Center Director Charlene Smith-Sears presented the new Camden Mobile Canteen. She explained that the Salvation Army's Camden Mobile Canteen is a disaster feeding unit, but they have plans to utilize to feed the hungry within our community more frequently. She stated that, at this time, plans to feed the hungry are slated for once a month, and they will also utilize the unit to distribute winter jackets, and school supplies when needed. She urged the community to volunteer or donate needed items.

Public Comments

Environmental Health Director Terry Ferrell, Kingsland
Mr. Ferrell stated that Environmental Health is working with the Salvation Army to permit the Mobile Canteen, as well as provide food service training to volunteers. He stated that the program is a great thing for our community.

Regular Agenda

1. Approval to submit a grant application for the "319 h grant – Clean Water Act" through Georgia Environmental Protection Division.

Commissioner Sheppard made a motion, seconded by Commissioner Clark to approve the submittal of a grant application for the "319 h grant – Clean Water Act" through Georgia Environmental Protection Division.

The motion carried unanimously.

2. Consideration of approval of Fiscal Year 2016 Budget Amendments.

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

The motion carried unanimously.

3. Consideration to set the 2016 County Millage Rates.

Commissioner Keene made a motion, seconded by Commissioner Sheppard to adopt the 2016 countywide millage rate at 13.94 mils, and the unincorporated millage at 0.67 mils.

The motion carried unanimously.

4. Consideration of adoption of 2016 School Board Millage Rate.

Commissioner Keene made a motion, seconded by Commissioner Sheppard to adopt the 2016 School Board Millage Rate at 16.00 mils.

The motion carried unanimously.

Reports

- **Calendar – September & October 2016**

County Clerk Kathryn Bishop stated there were no changes to the calendar at this time.

- **County Administrator Comments**

There were no comments offered during this time.

Executive Session – Litigation

Commissioner Keene made a motion, seconded by Commissioner Clark to adjourn the Regular Meeting and convene an Executive Session for the purpose of discussing litigation at 6:41 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 September 6, 2016.

2.

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

3.

The executive session was called to order at 6:41 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:

X 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);

_____ 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 6th day of September, 2016

James H. Starline, Chairman

<p>Sworn to and subscribed before me this _____ day of _____, 2016.</p> <hr/> <p>Notary Public</p> <p>My commission expires: _____</p>
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Chairman Starline reconvened the regular meeting at 7:05 PM.

No official action was taken regarding the Executive Session.

Additional Public Comments

No additional public comments were offered during this time.

Adjournment:

Commissioner Clark made a motion, seconded by Commissioner Keene to adjourn the September 6, 2016 regular meeting. The vote was unanimous to adjourn the meeting at 7:05 PM.

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 1

SUBJECT: Budget Amendments for the FY 2016 budget.

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

DATE: September 15, 2016

BUDGET INFORMATION:

Revenues: See attached

Expenses: See attached

Funding Source: See attached for possible future funding

COMMISSION ACTION REQUESTED ON: September 20, 2016

PURPOSE:

To request that the Board of Commissioners:

Consider the budget amendment regarding the changes needed to the FY 2016 budget.

HISTORY:

1. The amounts reflected are based on additional revenue collections from EMS receivables this year. There was over \$400,000 more this year than last year in revenues added, but has mostly been used for other issues during the fiscal year. This type of amendment is done each year at this time to better reflect the actual collections and expenses for the fiscal year.

FACTS & ISSUES:

1. Please see the attached detail by line item for the recommended amendments to the General Fund.

OPTIONS:

1. Motion to approve the FY 2016 budget amendment.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. Approve the FY 2016 budget amendments as presented.

DEPARTMENT:

Prepared by:

Mike Fender, Director

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A

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

BE IT RESOLVED by the Camden County Board of Commissioners, Camden County, Georgia in regular session lawfully assembled for County purposes :
That it is necessary to recognize the receipt of additional revenue collections and correct expenses for the fiscal year,
That the above transactions can be fulfilled by changing the following budget accounts in the General Fund :

<u>Budget Acct</u>	<u>Adopted Bud</u>	<u>Net Change</u>	<u>Proposed Bud</u>	<u>Description of Change</u>
0000 - 39.9999	\$ 4,105,421	\$ 310,000	\$ 4,415,421	Proceeds Carried Forward - Fund Balance
1506 - 57.4000	\$ 313,200	\$ 310,000	\$ 623,200	Bad Debt - Annual allowance and deferred revenues

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

Adopted this _____ day of _____, 2016

CAMDEN COUNTY BOARD OF COMMISSIONERS

James H. Starline, Chairman

Attest :

Katie Bishop, County Clerk

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 2

SUBJECT: Consideration of Professional Services Agreement for consulting services with NelsonCFO, Inc, *d.b.a. Nelson Aerospace*.

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

DATE: September 15, 2016

BUDGET INFORMATION: See Annex B, Payment Terms, Professional Services Agreement page 10

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

- a. To consider the Professional Services Agreement for consulting services with NelsonCFO, Inc, *d.b.a. Nelson Aerospace*.

FACTS & ISSUES:

- 1. This Professional Services Agreement assists the Board of County Commissioners with a subject matter expert(s) to oversee the day to day management and coordination of the EIS and overall Spaceport development activities.
- 2. This contract is eligible for renewal annually until terminated by either party as indicated in section 3 attached.

OPTIONS:

- 1. Motion to approve the Professional Services Agreement for consulting services with NelsonCFO, Inc, *d.b.a. Nelson Aerospace*.
- 2. Motion to deny the request.
- 3. Motion to table the request.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends approval of this item.

DEPARTMENT:

Prepared by:

Steve Howard, County Administrator

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), made as of __ September, 2016 (the “**Effective Date**”), by and between **NelsonCFO, Inc.** (dba, **Nelson Aerospace Consulting Associates**), with corporate address at **2830 South Hulen Street #105, Fort Worth, Texas, 76109** (“**Consultant**”) and **Camden County Board of Commissioners, a political subdivision of the State of Georgia, 200 East 4th Street, PO Box 99, Woodbine, Georgia 31569** (“**Client**”).

BACKGROUND

A. Client has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport along the coastline of Camden County, Georgia. Recent success with the project has prompted the need for additional professional / specialist services to move the project forward. These successes include: obtaining agreement to purchase land for the spaceport provided a successful environmental review; concurrence of the vision from local and state officials; initial interest from the space launch community and the research / educational community; positive meetings with the Federal Aviation Administration’s Commercial Space Office (FAA/AST); and the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS).

B. Client, after having this initial success, desires to continue the spaceport development process; initiating formal FAA spaceport licensing activities and appropriate coordination with other elements of the FAA and local communities; developing a Master Plan for the implementation of longer term strategic goals, preparing detailed tactical plans to meet the strategic goals, and identifying the resources necessary to carry out these plans; facilitation to help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; and to effectively communicate the objectives, plans and status of these efforts to local officials and citizens.

C. Client, in order to support the efforts described in B above, desires assistance from a leading industry actor who can: bring innovative thought and action to the strategic visioning, detailed planning, and resource identification efforts; assist in the development and execution of specific activities such as oversight of the EIS contractor, hiring additional subject matter experts to perform specific tasks and projects to meet the needs of the overall spaceport development process including day to day management of the efforts; and helping to develop the overall spaceport Master Plan and business plans, among other activities.

D. Consultant has deep prior expertise and experience in the area of space vehicle operations within the spaceport environment; has direct knowledge of and working experience with FAA/AST and other international regulators; direct experience with space-related strategic visioning, detailed plan development, and implementation in small entrepreneurial and large corporate environments; has a network of subject matter experts that can help the project; has a special understanding of the financial and institutional needs and workings of the industry as it relates to the financial markets; has worked extensively in developing communication strategies for space related entities at the local, governmental, state, national and international levels; and has a special understanding of Client’s internal workings that is unique and helpful to Client.

E. Client desires to retain the services of Consultant as described in the following agreement.

AGREEMENT

Section 1 - Services

Description of Services

Consultant and its employees, affiliates, subcontractors, and assigns (the “Consultant”) shall perform the Services described in the Statement of Work (SOW) shown in Annex A, which is attached to and hereby made a part of this Agreement. Modifications to the Statement of Work may be entered into from time to time by the parties, provided that such additions or changes are in writing and approved by both parties prior to the start of work.

During the performance of this contract, Consultant may be tasked to provide certain Deliverables. A “Deliverable” means any item delivered or produced by Consultant or required to be delivered or produced by Consultant as the result of Services rendered hereunder. Deliverables may include, but are not limited to, tangible and intangible work product, reports, memoranda, lists, diagrams, schedules, analyses, procedures, and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of, the Services performed under this Agreement.

Consultant shall perform the Services in coordination with persons as may be designated by Client from time to time. Consultant shall use subcontractors for the performance of the Services, in whole or in part, with Client’s consent.

Section 2 - Conflict of Interest.

Consultant represents and warrants to Client that it is now under no contract or obligation that represents a conflict of interest with the performance by Consultant of its duties under the terms and conditions of this Agreement and the SOW. Consultant will conduct its performance of the Services with impartiality and promptly disclose to Client any and all conflicts of interest that arise, or may arise, in its performance hereunder and the parties will mutually work to resolve such conflicts amicably. A disclosed Conflict of Interest is not cause for termination.

Section 3 - Term and Termination

Term. The **Initial Term** of performance shall be from the Effective Date to 30 September, 2016. There will be an automatic one year extension of this Agreement on 30 September 2016, should notice not be received by Consultant from Client, or vice versa, by that date. The agreement may also be extended further, or in different lengths of time, if both parties agree in writing.

Termination.

At Will. Client may terminate this Agreement at any time upon sixty (60) days written notice to Consultant (the “Termination Date”). In the event of Client’s termination of this agreement Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Termination Date. For clarity, the Termination Date includes the sixty (60) day notice period.

At any time, Consultant may notify Client in writing that Consultant is withdrawing from the agreement (the “Notice Date”) and if Client wishes, the Consultant agrees to continue to perform services for another sixty (60) days or other such lesser term as Client feels is necessary (the

“Completion Date”). In the event of Consultant’s withdrawal from the Agreement under these At Will terms, Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Notice Date or the Completion Date, whichever is later.

Default. Consultant may terminate this Agreement in the event of a breach by Client of any provision of this Agreement, or if Client becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, Consultant shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available to Client at law or in equity. Consultant may terminate this Agreement if (i) Client has failed to make a payment due under Section 4, (ii) such payment is not subject to a good faith dispute, (iii) no earlier than thirty (30) calendar days after the payment’s due date Consultant gives written notice of its intent to terminate; and (iv) no less than thirty (30) additional calendar days pass, such payment not having been made.

Section 4 - Charges and Payment

In consideration of the performance of Services under this Agreement, Client shall pay Consultant in accordance with the schedule in Annex B, which is attached to and hereby made a part of this Agreement. Annex B contains three principle payment types: Monthly Retainer for sustaining tasks, an Hourly Rate for ad hoc activities or tasks that exceed certain pre-determined thresholds, and subcontractor / affiliates payments. Client shall be responsible for applicable state and local sales and use taxes imposed on charges for Goods and Services provided by Consultant to Client under this Agreement. Client shall not be responsible for such taxes for which Client has provided Consultant with a valid, properly executed, exemption certificate.

In addition to the payments for services shown in Annex B, Client shall reimburse Consultant for travel and other direct project expenses when Client has authorized expenses in advance. Client shall approve such expenses which shall be submitted to Client in an itemized format with attached receipts.

In an effort to provide transparency to its clients, Consultant shall submit a monthly invoice (in Consultant format) to Client for payment for allocated overheads (e.g., partial allocations for office rent, communications, internet, utilities, insurance, postage, etc.) not to exceed \$1000 per month.

Client shall pay Consultant its first month’s retainer upon both parties executing the agreement. Invoices shall be paid within ten (10) working days of receipt at one of the Client addresses (including email address) in Section 12.1.1 below.

Section 5 - Warranty.

Consultant warrants that all Services performed and all products delivered, including all Deliverables, under this Agreement will comply with the applicable SOW or specification and will be performed in accordance with industry practices and standards. Client shall provide comments to Consultant on any Deliverables within 30 days of receipt and Consultant will promptly correct any errors or nonconformity in the Services or Deliverables provided under this Agreement that are provided by Client within 30 days. Consultant further represents and warrants to Client that Consultant has the right and authority to enter into and perform this Agreement.

Section 6 - Ownership of Work Product

Ownership. Unless disclosed by Consultant to Client prior to, or concurrent with, the subject matter being first addressed between the parties, Consultant acknowledges that it is hired to consult for Client and that any original works created for Client that qualify as works made for hire under applicable copyright law shall be considered works made for hire, and that Client shall own all right, title and interest in and to all proprietary rights in all work product or other materials produced by Consultant in the performance of this Agreement. If a work does not qualify as a work made for hire under applicable copyright law, or if Client does not own all right, title, and interest to other material, Consultant hereby grants, conveys, assigns and transfers to Client any and all proprietary rights in and to such works and materials, including but not limited to copyrights, patents, trademarks, and trade secrets, except for those items disclosed by Consultant to Client that are unable to be conveyed, assigned or transferred. Consultant shall assure that all of its employees and/or subcontractors who are involved in the performance of work under this Agreement have executed agreements with Consultant providing that all work performed by such employees and/or subcontractors relative to the Services hereunder is subject to the provisions of this Section.

Disclosure. Consultant agrees to promptly disclose to Client all ideas, works, and inventions, whether or not subject to patent or copyright protection, made, conceived, or actually or constructively reduced to practice by Consultant during the period of this Agreement, whether solely or jointly with others, which refer to or result directly from the Services performed by Consultant pursuant to this Agreement or are obtained by Consultant from any information in discussions and meetings with employees, consultants, representatives or agents of Client or with its subsidiaries, affiliated or related companies.

Section 7 - Nondisclosure Agreement.

During the period of this agreement and for two years after termination, Consultant agrees not to disclose information about Client and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

During the period of this agreement and for two years after termination, Client agrees not to disclose information about Consultant and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, a trade secret, or other forms of proprietary information, except as required by law.

Section 8 - Survival of Terms

Survival of terms. The provisions contained in sections 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Annex A and B that, by their terms, are explicitly intended to survive the termination of this Agreement shall do so.

Section 9 - Status of Parties

Nothing contained in this Agreement shall be construed as creating the relation of employer and employee between the parties during the term of this Agreement. Consultant shall not act or be authorized to act as Client’s agent in any matter or make any representations on behalf of Client except as expressly authorized in writing by Client.

Section 10 – Export Control Law.

Consultant acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided by Client may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Consultant agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by either party hereto, each party hereto also agrees to sign written assurances and other export-related documents as may be required for the other party to comply with U.S. export regulations.

Section 11 - Miscellaneous

Notices. All notices (except expense authorizations and general tasking direction and approvals under the scope of the SOW) which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, registered email, or by facsimile, to the addresses set forth below.

<p>If to Client: County Administrator Camden County, Georgia 200 East 4th Street PO Box 99 Woodbine, GA 31569 Attn: Steve Howard Email: showard@co.camden.ga.us Phone: +1-912-516-0464</p>	<p>If to Consultant: Andrew Nelson NelsonCFO, Inc. 2830 South Hlen Street #105 Fort Worth, TX 76109 Attn: Andrew Nelson Email: anelson2@gmail.com Phone: +1-617-899-8873</p>
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The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of Section 12.1, if Consultant's or Client's address changes, Section 12.1.1 shall be deemed amended to reflect such address change.

Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and its successors and assigns. For the purposes of this Agreement, “successors and assigns” of Consultant shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of Consultant. This Agreement may not be assigned by Client without the express written consent of Consultant, which may not be unreasonably withheld.

Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof that cannot be settled by mutual agreement of the Parties shall be resolved by resort of arbitration through the procedures of the American Arbitration Association (“AAA”). Arbitration shall be by a single arbitrator chosen by the Parties. Specifically, the aggrieved Party

shall request a panel of three names from the AAA. The Parties shall select the arbitrator by alternately striking one arbitrator each until only one remains. The aggrieved Party shall have the first opportunity to strike. In all other respects, the rules of AAA then in effect shall apply. The decision of the arbitrator shall be final and binding, and may be entered into a court of competent jurisdiction.

Applicable law. This Agreement shall be subject to the laws of the State of Georgia, without giving effect to the principles of conflict of laws thereof. Client agrees that any and all causes of action, whether or not arising under this agreement, between the parties shall be brought exclusively in Camden County, Georgia.

Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.

Headings. The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

Force Majure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

Entire agreement. This Agreement is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. It may not be amended or altered except in a writing signed by the authorized representatives of the parties.

#

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE LAST DATE OF SIGNATURE BELOW.

Camden County, Georgia

NelsonCFO, Inc.

Signature

Signature

James H. Starline

Andrew Nelson

Name

Name

Chairman

President

Title

Title

Date

Date

ANNEX A - STATEMENT OF WORK (SOW)

A.1. Introduction to SOW: Camden County, Georgia has embarked upon a multi-year program to implement a long rang strategic plan that includes the development of a spaceport along the coastline of Camden County. Recent success with the project has prompted the need for additional professional / specialist services to move the project forward. These successes include: obtaining agreement to purchase land for the spaceport provided a successful environmental review; concurrence of the vision from local and state officials; initial interest from the space launch community and the research / educational community; positive meetings with the Federal Aviation Administration’s Commercial Space Office (FAA/AST); and the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS).

After having this initial success, desires to continue the spaceport development process; initiating formal FAA spaceport licensing activities and appropriate coordination with other elements of the FAA and local communities; developing a Master Plan for the implementation of longer term strategic goals, preparing detailed tactical plans to meet the strategic goals, and identifying the resources necessary to carry out these plans; facilitation to help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; and to effectively communicate the objectives, plans and status of these efforts to local officials and citizens.

A.2. High Level Tasking Description: In order to support the efforts described in B above, desires assistance from a leading industry actor who can: bring innovative thought and action to the strategic visioning, detailed planning, and resource identification efforts; assist in the development and execution of specific activities such as oversight of the EIS contractor, hiring additional subject matter experts to perform specific tasks and projects to meet the needs of the overall spaceport development process including day to day management of the efforts; and helping to develop the overall spaceport Master Plan and business plans, among other activities..

A.3. Detailed Tasking Descriptions: Consultant will assist Client as a strategic business advisor and liaison for engagement with internal team members, local community leaders, existing and potential clients, investors, regulators, contractors, and other parties generally doing business with and for Client. Consultant shall also act as overall project manager of the spaceport development activity as more broadly defined below.

Specifically, Consultant may perform the following tasks as directed by the Client:

Work Package 1 – Develop Detailed Scope / Work Plan

Develop a detailed scope of work and work plan for the development of Spaceport Camden County, that will be a living document for the project. The initial draft will be developed with the input of the County Administrator and other stakeholders defined in an initial meeting between Consultant and the County Administrator.

Periodically revisit and update the Scope of Work and Work Plan as necessary. The initial work plan will include, but not be limited to, the following additional work packages defined below in this SOW.

Work Package 2 – Oversight of Leidos / EIS for Camden County

Consultant shall act as the Camden County project manager for the Leidos-performed EIS for the proposed spaceport property. Consultant shall work within the scope of the project contracted by Camden County to perform regular status meetings, progress reporting, and

as needed, technical review and oversight of the work including logistical coordination with the various stakeholders, contractors, and subcontractors.

Work Package 3 – Development of Spaceport License Application

Within the framework of the required FAA/AST spaceport licensing process and procedures, Consultant shall lead a team of subject matter experts in the development of the FAA/AST spaceport license application.

Consultant shall: determine the breadth and depth of expertise needed; prepare a list of potential subcontractors and experts who may help efficiently and cost effectively meet the needs of the application; engage with the potential subject matter experts on scope of work, capabilities, availability, fit with the team, and cost to the project; review the list and recommended subject matter experts with the Camden County Administrator seeking approval for the team member additions; and with approval, make updates and changes to this SOW and pricing Annex B so as to add the subject matter experts to the contract.

Submit and follow the process of the spaceport licensing application to its completion.

Work Package 4 – Development of Spaceport Development Master Plan / Business Plan

Consultant shall, with the County Administrator, and in the context of the larger County Strategic Plan 2015-2020-2030, develop a Spaceport Master Plan and Business Plan for the long term development of a world class spaceport in Camden County as one of its four principal pillars to create a strong economy and diversified job base. Attention shall be paid to the development of the spaceport as a magnet for industrial and technology clusters that leverage the multi-modal transport infrastructure associated with the spaceport facility such as deep water barge channel, railroad, highway, and air. Innovative business development approaches and public-private partnerships are to be explored to ensure multiple and diverse revenue streams for the spaceport.

Work Package 5 – Regular Management Reporting to Camden County Administrator

Develop and implement effective and regular management reporting processes to ensure the Camden County Administrator is informed and engaged with the project.

Work Package 6 – Project / Team Oversight, Tracking and Coordination.

As the team grows, effective day to day project and team management and oversight will be required. This task will establish those practices and implement a cost effective project management, tracking and reporting function for the effort.

Work Package 7 – Miscellaneous Tasking / Outreach

Perform other miscellaneous tasks as mutually agreed upon between the parties, and whose tasking descriptions will serve as an extension of this SOW. Assist Client in development of messaging for internal and external communications

ANNEX B – PAYMENT TERMS

B.1 - Monthly Retainer: During the Initial Term NelsonCFO / NACA shall be paid a monthly retainer as shown below, through 30 September 2016 and any automatic extensions or agreed upon extensions of the Agreement. Should additional team members / employees of NelsonCFO be added to the effort, these additional charges will be added to the list below as a change order executed in writing between the parties.

<u>Name</u>	<u>Retainer / Wk</u>	<u>Monthly Retainer 4 and 5 wk months</u>
1) Andrew Nelson	\$2500/week up for to 17 hrs/wk	\$10,000 / mo or \$12,500 / mo
2)		

B.2 - Hourly Rate: During the Initial Term and any automatic or agreed upon extensions, for hours worked in a month over those hours defined in Annex paragraph B.1 above, the Consultant shall be paid an hourly rate as defined below. The number of estimated hours for an ad hoc task, or continuing efforts that need more hours than allocated under the monthly retainer, shall be mutually agreed upon in writing (email shall suffice) between the parties.

<u>Name</u>	<u>Hourly Rate</u>
1) Andrew Nelson	\$150/hour
2)	

B.3 – Subcontractors: During the initial term, contractors (subject matter experts and others important to the project) may be contracted through NelsonCFO / NACA (Consultant) with the written approval from the Client. This Annex maybe updated from time to time in writing between the parties, to include these subcontractors.

<u>Name</u>	<u>Retainer / Wk</u>	<u>Monthly Retainer 4 and 5 wk months</u>
1)		
2)		

B.4 - Expenses: Client shall reimburse Consultant for travel and other direct project expenses. Client shall approve such expenses which shall be submitted to Client in Consultant’s normal format which shall include itemized items and receipts. In an effort to provide transparency to its clients, Consultant shall submit a monthly invoice (in Consultant format) to Client for payment for allocated overheads (e.g., partial allocations for office rent, communications, internet, utilities, insurance, postage, etc.) not to exceed \$1000 per month.

B.5 - Billing and Payment: Payment of the first month’s retainer is due upon signature of the Agreement. Subsequent payments will be made within ten (10) working days of receipt of invoice.

ANDREW NELSON - CV

As of 10 July 2015

Andrew Nelson is a recognized leader in the commercial space sector with a diverse background leading innovative entrepreneurial space companies, the development of new regulatory environments for the industry and working with governments on the formation of spaceports and operational sites for the industry. Nelson has over 25 years of aerospace experience as an engineer, aviation regulatory specialist, and corporate strategist, in addition to eight years on Wall Street.

Nelson is the founder and CEO of Karman Line Industries, a new company that is focused on the development of services for the astronaut / pilot community that will operate future spaceplane vehicles. He is also the President of Nelson Aerospace Consulting Associates, a strategic consulting company focused on the aerospace industry.

Prior to starting his own company, Nelson was President of XCOR Aerospace, the developer of the Lynx suborbital space plane and a leader in the development of innovative liquid rocket propulsion systems and the emerging field of sub orbital launch services. Nelson started at XCOR in 2008 as Chief Operating Officer and Vice President of Business Development. For XCOR, Nelson was responsible for all business aspects of the company including the creation and implementation of the "space vehicle wet lease", the first of its kind in the space industry, business development, operational and regulatory development. He also led fundraising, M&A, and corporate and spaceport site selection/development processes.

Nelson joined XCOR from Morgan Stanley where he advised entrepreneurs, their companies, and worked with other financial professionals in the areas of private placements (debt and equity), complex financial transactions, corporate balance sheet transactions, and private financial matters of founders and other ultra high net worth individuals. Also prior to XCOR, Nelson was an active angel investor participating with the Boston Harbor Angels in numerous private seed and early stage financings.

Before Wall Street, Nelson spent approximately eighteen years in the aerospace, aviation and space arena. Nelson spent the first part of his career as an undergraduate engineering intern on NASA Ames sponsored projects developing one of the first differential GPS equipment suites. Upon graduation, he worked at Cape Canaveral for three years on the integration of GPS and inertial navigation systems on classified missile tracking platforms, and worked on other projects including designing the new range safety display system at the Cape's Range Control Center (RCC) and the Launch Pad Lightning Warning System (LPLWS) at NASA's Kennedy Space Center (KSC). He then joined MITRE Corporation, where he led teams designing and implementing avionics systems in military and civil aircraft, and participated in International Civil Aviation Organization (ICAO) and U.S.-based regulatory and standards committees. Following MITRE, he worked as a senior management and strategy consultant at Booz Allen & Hamilton for nine years. He led the international aviation and space team from offices in London and Paris and covered commercial and government clients in the space and aviation fields in Europe, Asia, the former Soviet republics and Latin America.

Nelson has a degree in Electrical Engineering from Ohio University, studied at the London School of Economics and has an MBA with a dual focus on Finance and Entrepreneurship from the Massachusetts Institute of Technology's, Sloan School of Management. In 2003, Nelson founded the MIT CFO Summit, a premier annual forum for U.S. corporate finance executives. Nelson was a founder and board member of the Gift of Hearing Foundation, an active 501(c)3 nonprofit that donates cochlear ear implant devices, procedures and therapy to profoundly deaf children in need. Also, previously he has served on the board of the Alumni Fellows of the Emerging Leaders Program of Boston, a highly selective civic leadership development program; the MIT Sloan Club of Boston; the National Alumni Board of Directors for Ohio University; and several other community service and political organizations. When he is not spending time with his family at home, on the soccer field or the baseball diamond, Nelson enjoys racing sail boats, from small dinghies to former America's Cup winners, or playing a round of golf.

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 3

SUBJECT: Approval of Environmental Consultant Contract with Clay Montague.

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

DATE: September 16, 2016

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the Environmental Consultant Contract

HISTORY:

- 1. This is a renewal of the existing contract with Mr. Montague.
- 2. There are no changes other than start and term dates.

FACTS & ISSUES:

- 1. This contract is eligible for renewal annually until terminated by either party as indicated in section 3.2 attached.

OPTIONS:

- 1. Motion to approve the Environmental Consultant Contract with Clay Montague.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. County Administrator Recommends Approval

DEPARTMENT:

Prepared by:

County Administrator
Steve Howard

IF APPLICABLE:

County Attorney Review:

Atty. John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

STATE OF GEORGIA
COUNTY OF CAMDEN

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), made as of September 20, 2016 (the “Effective Date”), by and between CLAY MONTAGUE, (“Consultant”) and Camden County, Georgia, represented by the Office of the County Administrator, 200 East 4th Street, PO Box 99, Woodbine, Georgia 31569 (“Client”).

AGREEMENT

Section 1 - Services

1.1. Description of Services: 1.1.1 Consultant and its employees, affiliates, subcontractors, and assigns (the “Consultant”) shall perform the Services described in the Statement of Work (SOW) shown in Annex A, which is attached to and hereby made a part of this Agreement. Modifications to the Statement of Work may be entered into from time to time by the parties, provided that such additions or changes are in writing and approved by both parties prior to the start of work.

1.1.2. During the performance of this contract, Consultant may be tasked to provide certain Deliverables. A “Deliverable” means any item delivered or produced by Consultant or required to be delivered or produced by Consultant as the result of Services rendered hereunder. Deliverables may include, but are not limited to, tangible and intangible work product, reports, memoranda, lists, diagrams, schedules, analyses, procedures, and like items, whether in hard copy or electronic media, incidental to, and containing and embodying the results of, the Services performed under this Agreement.

1.1.3. Consultant shall perform the Services in coordination with persons as may be designated by Client from time to time. Consultant shall use subcontractors for the performance of the Services, in whole or in part, with Client’s consent.

Section 2 - Conflict of Interest. Consultant represents and warrants to Client that it is now under no contract or obligation that represents a conflict of interest with the performance by Consultant of its duties under the terms and conditions of this Agreement and the SOW. Consultant will conduct its performance of the Services with impartiality and promptly disclose to Client any and all conflicts of interest that arise, or may arise, in its performance hereunder and the parties will mutually work to resolve such conflicts amicably. A disclosed Conflict of Interest is not cause for termination.

Section 3 - Term and Termination

3.1. Term. The Initial Term of performance shall be from the Effective Date to 30 September, 2017 and renewable annually thereafter until termination by either party as indicated in 3.2 below.

3.2. Termination.

3.2.1. At Will. After the Initial Term and any automatic extensions have expired, Client may terminate this Agreement at any time upon thirty (30) days written notice to Consultant (the “Termination Date”). In the

event of Client's termination of this agreement after the Initial Term and any automatic extensions have expired, Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Termination Date.

At any time, Consultant may notify Client in writing that Consultant is withdrawing from the agreement (the "Notice Date") and if Client wishes, the Consultant agrees to continue to perform services for another thirty (30) days or other such lesser term as Client feels is necessary (the "Completion Date"). In the event of Consultant's withdrawal from the Agreement under these At Will terms, Client shall pay Consultant for all work performed and expenses incurred by Consultant up to the Notice Date or the Completion Date, whichever is later.

3.2.2. Default. Consultant may terminate this Agreement in the event of a breach by Client of any provision of this Agreement, or if Client becomes the subject of voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceedings, makes an assignment for the benefit of creditors or admits in writing its failure to pay debts as they become due. In the event of a termination for default, Consultant shall be entitled to all direct damages incurred by it as a result of the default, as well as to any other rights and remedies available to Client at law or in equity. Consultant may terminate this Agreement if (i) Client has failed to make a payment due under Section 4, (ii) such payment is not subject to a good faith dispute, (iii) no earlier than thirty (30) calendar days after the payment's due date Consultant gives written notice of its intent to terminate; and (iv) no less than thirty (30) additional calendar days pass, such payment not having been made.

Section 4 - Charges and Payment

4.1. In consideration of the performance of Services under this Agreement, Client shall pay Consultant in accordance with the schedule in Annex B, which is attached to and hereby made a part of this Agreement. Client shall be responsible for applicable state and local sales and use taxes imposed on charges for Goods and Services provided by Consultant to Client under this Agreement. Client shall not be responsible for such taxes for which Client has provided Consultant with a valid, properly executed, exemption certificate.

4.2. In addition to the payments for services shown in Annex B, Client shall reimburse Consultant for travel and other direct project expenses. Client shall approve such expenses which shall be submitted to Client in Consultant's normal format.

4.3 Client shall also reimburse out-of-pocket expenses and overheads up to \$200.00 per month. If such expenses exceed \$200.00 per month, the additional expense will require verbal or written (email acceptable) approval from Client before being paid.

4.4 Invoices shall be paid within ten (10) working days of receipt at one of the Client addresses (including email address) in Section 12.1.1 below.

Section 5 - Warranty. Consultant warrants that all Services performed and all products delivered, including all Deliverables, under this Agreement will comply with the applicable SOW or specification and will be performed in accordance with industry practices and standards. Client shall provide comments to Consultant on any Deliverables within 30 days of receipt and Consultant will promptly correct any errors or nonconformity in the Services or Deliverables provided under this Agreement that are provided by Client within 30 days. Consultant further represents and warrants to Client that Consultant has the right and authority to enter into and perform this Agreement.

Section 6 - Ownership of Work Product

6.1. Ownership. Unless disclosed by Consultant to Client prior to, or concurrent with, the subject matter being first addressed between the parties, Consultant acknowledges that it is hired to consult for Client and that any original works created for Client as Deliverables that qualify as works made for hire under applicable copyright law shall be considered works made for hire, and that Client shall own all right, title and interest in and to all proprietary rights in all work product or other materials produced by Consultant in the performance of this Agreement. Incidental materials produced in conjunction with this project, including but not limited to photographs, drawings, sketches, site renderings or other graphical materials not used in the final report may revert to the ownership of Contractor at the completion of this contract subject to a right of first refusal by Client. If a work does not qualify as a work made for hire under applicable copyright law, or if Client does not own all right, title, and interest to other material, Consultant hereby grants, conveys, assigns and transfers to Client any and all proprietary rights in and to such works and materials, including but not limited to copyrights, patents, trademarks, and trade secrets, except for those items disclosed by Consultant to Client that are unable to be conveyed, assigned or transferred. Consultant shall assure that all of its employees and/or subcontractors who are involved in the performance of work under this Agreement have executed agreements with Consultant providing that all work performed by such employees and/or subcontractors relative to the Services hereunder is subject to the provisions of this Section.

6.2. Disclosure. Consultant agrees to promptly disclose to Client all ideas, works, and inventions, whether or not subject to patent or copyright protection, made, conceived, or actually or constructively reduced to practice by Consultant during the period of this Agreement, whether solely or jointly with others, which refer to or result directly from the Services performed by Consultant pursuant to this Agreement or are obtained by Consultant from any information in discussions and meetings with employees, consultants, representatives or agents of Client or with its subsidiaries, affiliated or related companies.

Section 7 - Nondisclosure Agreement.

7.1 During the period of this agreement and for two years after the effective termination date, Consultant agrees not to disclose information about Client and its operations, clients, or any other information that relates to their respective businesses that would be deemed confidential, an exception under O.C.G.A. 50-

18-72 *et seq.*, a trade secret, or other forms of proprietary information, except as required by law. Information disclosed that would qualify as above will be identified by Client.

7.2 During the period of this agreement and for two years after the effective termination date, Client agrees not to disclose information about Consultant and its operations, clients, or any other information that relates to their respective businesses are mutually understood between the Client and the Consultant to be that would be deemed confidential, an exception under O.C.G.A. 50-18-72 *et seq.*, a trade secret, or other forms of proprietary information, except as required by law.

Section 8 – Indemnification

8.1. Consultant shall defend, indemnify and hold harmless Client from any and all damages, expenses, or liability resulting from or arising out of the negligence or misconduct by Consultant except that indemnification shall not be available to the extent of the other party's negligence or willful misconduct.

Section 9 - Survival of Terms

9.1. Survival of terms. The provisions contained in sections 5, 6, 7, and 8 of this Agreement shall survive the termination of this Agreement or any amendments or extensions hereof. In addition, the provisions of Annex A and B that, by their terms, are explicitly intended to survive the termination of this Agreement shall do so.

Section 10 - Status of Parties. Nothing contained in this Agreement shall be construed as creating the relation of employer and employee between the parties during the term of this Agreement. Consultant shall not act or be authorized to act as Client's agent in any matter or make any representations on behalf of Client except as expressly authorized in writing by Client.

Section 11 – Export Control Law. Consultant acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided by Client may be subject to U.S. export laws and regulations and any use or transfer of such products, software, and technical information must be authorized under those regulations. Consultant agrees that it will not use, distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by either party hereto, each party hereto also agrees to sign written assurances and other export-related documents as may be required for the other party to comply with U.S. export regulations.

Section 12 – Miscellaneous

12.1. Notices.

12.1.1. All notices (except expense authorizations and general tasking direction and approvals under the scope of the SOW) which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, registered email, or by facsimile, to the

addresses set forth below.

If to Client: CAMDEN COUNTY COMMISSION
PO BOX 99
WOODBINE, GA 31569
countyattorney@co.camden.ga.us

If to Consultant: CLAY MONTAGUE
245 DEERWOOD CREEK ESTATES
WAVERLY, GA 31565
montague@ufl.edu
Phone: (912) 265-5435

12.1.2. The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement. Notwithstanding any other provision of Section 12.1, if Consultant's or Client's address changes, Section 12.1.1 shall be deemed amended to reflect such address change.

12.2. Assignment. This Agreement shall be binding upon and shall inure to the benefit of Consultant and its successors and assigns. For the purposes of this Agreement, "successors and assigns" of Consultant shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of Consultant. This Agreement may not be assigned by Client without the express written consent of Consultant, which may not be unreasonably withheld.

12.3. Disputes. Any controversy, claim or dispute arising out of or relating to this Agreement or any breach thereof that cannot be settled by mutual agreement of the Parties shall be resolved by resort of arbitration through the procedures of the American Arbitration Association ("AAA"). Arbitration shall be by a single arbitrator chosen by the Parties. Specifically, the aggrieved Party shall request a panel of three names from the AAA. The Parties shall select the arbitrator by alternately striking one arbitrator each until only one remains. The aggrieved Party shall have the first opportunity to strike. In all other respects, the rules of AAA then in effect shall apply. The decision of the arbitrator shall be final and binding, and may be entered into a court of competent jurisdiction.

12.4. Applicable law. This Agreement shall be subject to the laws of the State of Georgia, without giving

effect to the principles of conflict of laws thereof. Client agrees that any and all causes of action, whether or not arising under this agreement, between the parties shall be brought exclusively in Camden County, Georgia.

12.5. Waiver. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the parties to this Agreement, whether prior or subsequent.

12.6. Severability. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.

12.7. Headings. The section, paragraph, and subparagraph headings contained in this Agreement are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Agreement.

12.8. *Force Majeure*. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided, however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

12.9. Entire agreement. This Agreement is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. It may not be amended or altered except in a writing signed by the authorized representatives of the parties. There are no guarantees or warranties by Contractor as to the outcome of this process. Contractor, at his sole option, may provide Errors & Omissions Insurance in an amount with benefit payable of not less than \$100,000.00.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS CONSULTING AGREEMENT, AS OF THE LAST DATE OF SIGNATURE BELOW.

CAMDEN COUNTY, GA
BY: _____
ITS: _____
DATE: _____
ATTEST:

CLAY L. MONTAGUE (L.S.)
CONTRACTOR
DATE: _____

KATHRYN BISHOP, CLERK
CAMDEN COUNTY

ANNEX A - STATEMENT OF WORK (SOW)

A.1. Introduction to SOW: Camden County, Georgia has embarked upon a multi-year program to implement a long range strategic plan that includes the development of a spaceport along the coastline of Camden County. Recent success with the project has prompted the need for additional professional / specialist services to move the project forward. These successes include: obtaining agreement to purchase land for the spaceport provided a successful environmental review; concurrence of the vision from local and state officials; initial interest from the space launch community and the research / educational community; positive meetings with the Federal Aviation Administration's Commercial Space Office (FAA/AST); and the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS).

After having this initial success, Camden County desires to continue the spaceport development process; initiating formal FAA spaceport licensing activities and appropriate coordination with other elements of the FAA and local communities; developing a Master Plan for the implementation of longer term strategic goals, preparing detailed tactical plans to meet the strategic goals, and identifying the resources necessary to carry out these plans; facilitation to help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; and to effectively communicate the objectives, plans and status of these efforts to local officials and citizens.

A.2. High Level Tasking Description: In order to support the efforts described in B above, Client desires assistance from a subject matter expert who can: assist in the development and execution of specific activities such as oversight of the EIS contractor, hiring additional subject matter experts to perform specific tasks and projects to meet the needs of the overall spaceport development process including day to day management of the efforts; and helping to develop the overall spaceport Master Plan and business plans, among other activities..

A.3. Detailed Tasking Descriptions: Consultant will assist Client as a subject matter expert and liaison for engagement with internal team members, local community leaders, existing and potential clients, investors, regulators, contractors, and other parties generally doing business with and for Client. Consultant shall also act as environmental subject matter expert for the spaceport development activity as defined below.

Specifically, Consultant may perform the following tasks as directed by the Client, including but not limited to:

Work Package 1 – Oversight of EIS for Camden County

Consultant shall act as the Camden County environmental subject matter expert for the EIS for the proposed spaceport property. Consultant shall work within the scope of the project contracted by Camden County to convene regular status meetings, progress reporting, and as needed, technical review of the work including

logistical coordination with the various stakeholders, contractors, and subcontractors. Consultant shall act as Chair of the Environmental Issues Subcommittee of the Camden Spaceport Steering Committee and shall convene and attend meetings of the subcommittee not less than quarterly throughout the EIS process. Consultant shall attend and report to the Camden Spaceport Steering Committee

Work Package 2 – Development of Spaceport Development Master Plan / Business Plan

Consultant shall, with the County Administrator, and in the context of the larger County Strategic Plan 2015-2020-2030, develop a Spaceport Master Plan and Business Plan for the long term development of a world class spaceport in Camden County as one of its four principal pillars to create a strong economy and diversified job base. Attention shall be paid to the development of the spaceport as a magnet for industrial and technology clusters that leverage the multi-modal transport infrastructure associated with the spaceport facility such as deep water barge channel, railroad, highway, and air. Innovative business development approaches and public-private partnerships are to be explored to ensure multiple and diverse revenue streams for the spaceport.

Work Package 3 – Regular Management Reporting to Camden County Administrator

Develop and implement effective and regular management reporting processes to ensure the Camden County Administrator is informed and engaged with the project.

Work Package 4 –Environmental Issues Committee Oversight, Tracking and Coordination.

As the team grows, effective day to day project and team management and Environmental Issues Committee oversight will be required. This task will establish those practices and implement a cost effective project environmental concerns management, tracking, and reporting function to the Spaceport Committee for the effort.

Work Package 5 – Miscellaneous Tasking / Outreach

Perform other miscellaneous tasks as mutually agreed upon between the parties, and whose tasking descriptions will serve as an extension of this SOW. Assist Client in development of messaging for internal and external communications

ANNEX B - PAYMENT TERMS

B.1 – Monthly Retainer: Consultant shall be paid \$500.00 monthly for the performance of not less than 2.75 hours of work.

B.2 - Hourly Rate: During the Initial Term and any automatic or agreed upon extensions, for hours worked in a month over those hours defined in Annex paragraph B.1 above -above , the Consultant shall be paid an hourly rate as defined below. The number of estimated hours for an ad hoc task, or continuing efforts that need more hours than allocated under the monthly retainer, shall be mutually agreed upon in writing (email shall suffice) between the parties.

Name	Hourly Rate
1) Clay Montague	\$185.00/hour

B.3 - Expenses: Client shall reimburse Consultant for travel and other direct project expenses. Client shall approve such expenses which shall be submitted to Client in Consultant's normal format. Client shall also reimburse out-of-pocket expenses and overheads up to \$200.00 per month. If such expenses exceed \$200.00 per month, the additional expense will require verbal or written (email acceptable) approval from Client before being paid.

B.4 - Billing and Payment: Payment of the first month's retainer is due upon signature of the Agreement. Subsequent payments will be made within ten (10) working days of receipt of invoice.

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 4

SUBJECT: Approval of County Extension Personnel 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: September 15, 2016

BUDGET INFORMATION: None

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the County Extension Personnel 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 regarding operation of an Extension Education Program in agriculture, natural resources, and environmental management, family and consumer science, 4-H/youth work, and subjects related thereto in Camden County.

FACTS & ISSUES:

- 1. Section I details the UGA Extension obligations and Section II details the County's obligations within the contract.
- 2. The term of the contract is for a period retroactive to September 7, 2016 until rescinded and can be terminated at any time given a ninety day notice.

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

COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
On Behalf of
THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION
And the
CAMDEN COUNTY BOARD OF COMMISSIONERS

In accordance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the University of Georgia system on behalf of the University of Georgia Cooperative Extension and the U.S. Department of Agriculture to conduct Extension work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, Section 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-220, 10, the Camden County Board of Commissioners hereinafter referred to as the **COUNTY** and the Board of Regents of the University of Georgia by and on behalf of the University of Georgia Cooperative Extension hereinafter referred to as the **UGA EXTENSION** do hereby agree to cooperate in the operation of an Extension education program in agriculture, natural resources and environmental management, family and consumer science, 4-H/youth work, and subjects related thereto in Camden County.

SECTION I

The UGA EXTENSION shall:

1. - employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. - appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.
3. - in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, UGA Extension will select a replacement for the county, following the procedure described above.
4. - keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.
5. - carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
6. - provide County Extension personnel with the necessary stationery, envelopes, publications and other educational materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
7. - pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.
8. - reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside Camden County as authorized by the District Extension Director.
9. - support County Extension personnel and the Extension program in Camden County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.
10. - report to the Camden County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

SECTION II

The COUNTY shall:

1. - provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
 - a. coordinate with UGA Extension IT personnel prior to the removal or modification of county office network infrastructure deployed and/or managed by UGA Extension. The county shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
 - c. allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery.
2. - provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY portion of benefits and/or salary. COUNTY reimbursement for county portion of benefits will be made to the UGA EXTENSION in the full amount upon receipt of the statement. COUNTY reimbursement for county portion of salary shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
 3. - when an individual terminates employment through resignation or retirement, and chooses to take a lump-sum payment for accumulated annual leave, the COUNTY agrees to pay their share of the annual leave payment in accordance with UGA leave policy.
 4. - reimburse the travel expenses of County Extension personnel for official travel on behalf of Camden County. The reimbursement shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
 5. - approve or disapprove appointment recommendations of County Extension personnel.
 6. -notify the District Extension Director of the UGA EXTENSION if the work of any County Extension staff member is unsatisfactory to the COUNTY.
 7. - evaluate financial support to the UGA EXTENSION annually, make adjustments as necessary for continued effective support, and to notify the UGA EXTENSION of these adjustments. The evaluation should include salary dollars for cost-of-living and/or merit increases.

SECTION III

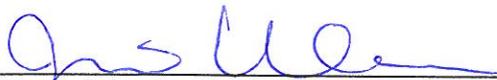
1. This Contract/Memorandum shall take effect when it is executed by the CAMDEN COUNTY BOARD OF COMMISSIONERS and the UGA EXTENSION.
2. The term of this Agreement shall be from September 7, 2016 until rescinded. It may be terminated by either party by written notice of such intent provided ninety (90) days in advance.
3. This Agreement may be modified by mutual written agreement of the parties hereto.
4. This Agreement may be renewed annually by letter of agreement signed by the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Date

Chairman, Board of Commissioners, Camden County Or
County Administrator/Manager

9-7-16

Date



County Extension Coordinator, Camden County

Date

Vice President for Public Service and Outreach, University of Georgia

COUNTY EXTENSION PERSONNEL CONTRACT/MEMORANDUM OF UNDERSTANDING
Between
THE BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
On Behalf of
THE UNIVERSITY OF GEORGIA COOPERATIVE EXTENSION
And the
CAMDEN COUNTY BOARD OF COMMISSIONERS

In accordance with the Smith-Lever Act of the U.S. Congress of 1914, an agreement between The Board of Regents of the University of Georgia system on behalf of the University of Georgia Cooperative Extension and the U.S. Department of Agriculture to conduct Extension work in Georgia, and by virtue of the authority conferred upon the governing authority of the county under Article 9, Section 4, Paragraph 2, of the Constitution as amended in 1983, as implemented in the O.C.G.A. #20-2-62 and O.C.G.A. #48-5-220, 10, the Camden County Board of Commissioners hereinafter referred to as the **COUNTY** and the Board of Regents of the University of Georgia by and on behalf of the University of Georgia Cooperative Extension hereinafter referred to as the **UGA EXTENSION** do hereby agree to cooperate in the operation of an Extension education program in agriculture, natural resources and environmental management, family and consumer science, 4-H/youth work, and subjects related thereto in Camden County.

SECTION I

The UGA EXTENSION shall:

1. - employ and supervise County Extension personnel. It shall be the responsibility of the UGA EXTENSION to establish minimum qualifications for County Extension personnel, certify the qualifications of all applicants, and to determine the total salary applicants are to be paid.
2. - appoint County Extension personnel in compliance with Equal Employment Opportunity regulations and subject to the approval of the COUNTY.
3. - in the event the work of any County Extension staff member becomes unsatisfactory to the COUNTY, it shall be the responsibility of the COUNTY to communicate this dissatisfaction to the District Extension Director of the UGA EXTENSION. It shall then be the responsibility of the UGA EXTENSION to appropriately deal with the dissatisfaction and advise the COUNTY of action taken, if any. The UGA EXTENSION shall have the right to terminate or transfer personnel from the county. In either case, UGA Extension will select a replacement for the county, following the procedure described above.
4. - keep at all times an accurate record of all funds received and disbursed under this agreement including all support documents. The UGA EXTENSION shall retain such records for a period of three (3) years unless an audit has begun but not been completed or if the audit findings have not been resolved at the end of three (3) year period. In such cases, the records shall be retained until the audit is complete or until the resolution of the audit findings.
5. - carry out all work under this agreement in accordance with the administrative and other requirements, including personnel matters, established by the University of Georgia, federal and state laws, regulations, and standards.
6. - provide County Extension personnel with the necessary stationery, envelopes, publications and other educational materials needed for an effective program. The UGA EXTENSION also agrees to plan, implement and conduct training as necessary to keep County Extension personnel adequately prepared to conduct effective, relevant Extension programs.
7. - pay a portion of the salary and associated benefits of County Extension personnel at a rate in compliance with the Board of Regents and the UGA EXTENSION salary administration policies.
8. - reimburse all County Extension personnel directly for expenses incurred on behalf of the UGA EXTENSION for officially designated travel outside Camden County as authorized by the District Extension Director.
9. - support County Extension personnel and the Extension program in Camden County with necessary assistance of district and state subject matter and supervisory personnel and other resources as available from the University of Georgia, the University System of Georgia, and other agencies and organizations with whom the UGA EXTENSION cooperates.
10. - report to the Camden County Board of Commissioners at regular intervals on the nature of the County Extension program and progress being made.

SECTION II

The COUNTY shall:

1. - provide a suitable County Extension office; the suitability of the office to be agreed on by all parties. The COUNTY further agrees to provide sufficient funds to pay for necessary office supplies, office equipment, telephone, utilities, data communication/networking (including broadband internet connectivity), postage, demonstration materials, janitorial service and other items necessary for the operation of an effective Extension education program.
 - a. coordinate with UGA Extension IT personnel prior to the removal or modification of county office network infrastructure deployed and/or managed by UGA Extension. The county shall also coordinate with UGA Extension IT personnel prior to the addition of new network infrastructure where the existing network infrastructure has been deployed or is managed by UGA Extension.

- b. coordinate with UGA Extension IT personnel in planning for the relocation of an existing or establishment of a new Extension office where the network infrastructure and/or computing resources will be managed by UGA Extension.
 - c. allow the installation and use of client software and unrestricted access to online resources deemed necessary by UGA Extension to conduct Extension business operations and program delivery.
2. - provide a portion of the salaries and associated benefits of County Extension personnel as shall be agreed upon by UGA EXTENSION and the COUNTY. Salary and benefits, including leave, shall be calculated according to policies established by the Board of Regents. The UGA EXTENSION will provide monthly statements to the COUNTY reflecting the COUNTY portion of benefits and/or salary. COUNTY reimbursement for county portion of benefits will be made to the UGA EXTENSION in the full amount upon receipt of the statement. COUNTY reimbursement for county portion of salary shall be paid monthly by the COUNTY directly to County Extension personnel unless some other method is agreed upon in writing by the UGA EXTENSION and the COUNTY.
 3. - when an individual terminates employment through resignation or retirement, and chooses to take a lump-sum payment for accumulated annual leave, the COUNTY agrees to pay their share of the annual leave payment in accordance with UGA leave policy.
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 5. - approve or disapprove appointment recommendations of County Extension personnel.
 6. -notify the District Extension Director of the UGA EXTENSION if the work of any County Extension staff member is unsatisfactory to the COUNTY.
 7. - evaluate financial support to the UGA EXTENSION annually, make adjustments as necessary for continued effective support, and to notify the UGA EXTENSION of these adjustments. The evaluation should include salary dollars for cost-of-living and/or merit increases.

SECTION III

1. This Contract/Memorandum shall take effect when it is executed by the CAMDEN COUNTY BOARD OF COMMISSIONERS and the UGA EXTENSION.
2. The term of this Agreement shall be from September 7, 2016 until rescinded. It may be terminated by either party by written notice of such intent provided ninety (90) days in advance.
3. This Agreement may be modified by mutual written agreement of the parties hereto.
4. This Agreement may be renewed annually by letter of agreement signed by the parties hereto.
5. Neither party to this agreement will discriminate against any employee or applicant for employment or against any applicant for enrollment at any school or college or against any student in his/her course of study or training because of race, color, sex, creed, national origin, age, disability, or veteran status.

Date

Chairman, Board of Commissioners, Camden County Or
County Administrator/Manager

9-7-16

Date



County Extension Coordinator, Camden County

Date

Vice President for Public Service and Outreach, University of Georgia

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 5

SUBJECT: Appointment of Stephen Fleming to the Spaceport Camden Steering Committee.

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

DATE: September 16, 2016

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the appointment of Stephen Fleming to the Spaceport Camden Steering Committee.

FACTS & ISSUES:

- 1. See attached Bio in regards to the appointment of Stephen Fleming

OPTIONS:

- 1. Motion to appoint Stephen Fleming to the Spaceport Camden Steering Committee.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. County Administrator Recommends Approval

DEPARTMENT:

Prepared by:

County Administrator
Steve Howard

IF APPLICABLE:

County Attorney Review:

Atty. John S. Myers

IF APPLICABLE:

Finance Review:

N/A



Stephen Fleming

Senior Executive,
Innovation and
Entrepreneurship

Phone (404) 939-3536
Email stephen.fleming@gmail.com
Twitter @stephenfleming
Blog www.academicvc.com

Executive Summary

Highly successful senior executive with leadership experience in startups, multinationals, private equity, and university-based economic development. Recognized as thought leader for innovation and entrepreneurship (including selection as one of the first Principal Investigators for the **NSF I-Corps** program). Most recently, led economic development and entrepreneurship initiatives at **Georgia Institute of Technology**.

Former general partner of \$260 million early-stage venture capital firm; responsible for 18 investments, 16 board seats, and thirteen successful exits. Previously, led introduction of residential broadband products (ADSL and cablemodems) at **Nortel Networks**. Vice President of Product Management and Marketing at **LICOM** (venture-funded startup). Started career as bench scientist at **AT&T Bell Laboratories**. Active angel investor, community leader, and mentor to local entrepreneurs.

Work Experience

Boostphase Jan 2016—present

Consulting engagements with startups, venture capital firms, universities, economic development projects, and other clients focused on launch and acceleration phases.

Georgia Institute of Technology Aug 2003—Dec 2015

—Vice President, Economic Development and Technology Ventures Jul 2009—Dec 2015

Led staff of 200 (150 full-time) at the Enterprise Innovation Institute (EI²). Managed \$20 million annual budget (95% from non-university sources). Recruited and promoted top-notch management team across 14 disparate departments. Launched highly-successful new programs targeting local, national, and international audiences in commercialization, entrepreneurship, manufacturing, and health information technology. Attracted nearly a dozen Fortune 500 corporate innovation centers to Technology Square on the Georgia Tech campus.

Current Company Affiliations

Agile Aero: founding investor and director
Ansible SCS: founding investor
Seraph Group: founding member
Space Angels Network: founding member and investor

Previous Company Affiliations

Asankya: board observer *
Astracom: director *
Boca Photonics: director
BroadRiver: director
Care Centric Solutions: director, interim CEO
CBS Sportsline (Nasdaq: SPLN): director
Digital Furnace: director *
Eprise (Nasdaq: EPRS): director
Home Wireless Networks: director
Icon Aircraft: board observer
Pathfire: director *
pbWorks: board observer
RF Micro Devices (Nasdaq: RFMD): board observer
RF Solutions: director
SecureWorks: director
Synchrologic: director *
Telaxis (Nasdaq: TLXS): board observer
ValuBond: director
Verifiber: director *
XCOR Aerospace: director
ZapMedia: director

* Significant university intellectual property or sponsored research

Current Not-for-Profit Affiliations

Leadership Atlanta: Class of 2014
Technology Association of Georgia: board member
American Physical Society
IEEE (Institute of Electrical and Electronics Engineers)
Optical Society of America
Lifeboat Foundation
X PRIZE Foundation

Selected as one of the first Principal Investigators for the NSF I-Corps program, helping to develop a disciplined national curriculum for university commercialization (now expanding to other Federal agencies). Frequent public speaker and educator. Engaged in national debate on entrepreneurial immigration (U.S. Chamber of Commerce, etc.). International engagements in Brazil, Chile, Ireland, France, Italy, China, South Africa.

Institute overview: EI² is the link between industry and the university campus, presenting businesses and entrepreneurs with connections to world-class research, state-of-the-art facilities, and internationally-recognized faculty.

— **General Manager, Advanced Technology Development Center** (*parallel appointment*) Jul 2014—Dec 2015

Led the nation's oldest and largest university-based business incubator. ATDC is part of EI²; Fleming took direct control as a "second hat" after a period of management turnover. Stabilized staff, expanded entrepreneur programming, and launched new sponsor-funded financial technology accelerator.

— **Chief Commercialization Officer** May 2005—Jun 2009

Created the Commercialization Services group within EI². Streamlined the handling of intellectual property, accelerated the licensing of technology, and made the Institute's resources more readily accessible to business and industry. Recruited experienced entrepreneurs to partner with faculty in launching new companies. Managed over \$2 million/year in Georgia Research Alliance grants and loans to university spinout companies.

— **Adjunct, College of Business** Aug 2003—May 2005

Taught second-year MBA class in entrepreneurship emphasizing venture creation, capital formation, and exit strategies. Served as Entrepreneur in Residence at ATDC.

XCOR Aerospace Apr 2000—Mar 2015
— **Initial Investor and Director**

Led initial angel investor in private aerospace firm targeting operationally-efficient reusable launch vehicles. Active board member through all stages of company growth, including substantial international fundraising and recruitment of new CEO. Involved in national policy changes (Commercial Space Launch Amendments Act, etc.).

Alliance Technology Ventures Jan 1995—Apr 2002
— **General Partner**

Recruited as second general partner of early-stage venture capital firm sponsored by the Georgia Research Alliance. Instrumental in raising three funds, totaling \$260 million under management.

Made 18 investments in companies building wireless equipment, telecommunications systems, semiconductors, enterprise software, and Internet services, of which four led to successful IPOs while nine more were acquired, including a sale to Dell for \$650 million. Personally responsible for investing \$65 million over eight years, returning an IRR of 47% net of all fees.

Previous Not-for-Profit Affiliations

Culture Connect: board member
Georgia Advanced Technology Ventures: President, member of audit committee

Georgia Center for Advanced Telecommunications Technology: board member

Georgia Tech College of Computing: member of advisory board

Georgia Tech College of Business: member of advisory board; frequent competition judge

Spiritual Living Center of Atlanta: vice president of board of trustees

Tech High School: member of board of trustees, chair of curriculum committee

VentureAtlanta: member of steering committee

Lecturer / Invited Speaker

Advanced Technology Development Center
AeA Investment Conference
AIAA
America's Competitiveness Forum/
U.S. Department of Commerce
Atlanta Web Entrepreneurs Exchange
Atlanta Science Tavern
Atlanta Tech Village
AUTM Annual Meeting
AUTM Graduate Course
BIO (Biotechnology Industry Organization) conference
Chinese Academy of Sciences
CIO Magazine Executive Council
CNN (multiple broadcasts)
Coastal Beta Exchange
The Conference Board
Confluence Rome (multiple years)
Corporate IP Roundtable
DragonCon (multiple years)
Emory University/Goizueta Business School
FastTrac TechVentures
Georgia Chamber of Commerce
Georgia CIO Leadership Association
Georgia Economic Development Authority (GEDA) Conference
Georgia General Assembly (multiple committees)
Georgia State University Law School
Georgia Tech classes (various)
Georgia Tech Alumni Association
Hunan Agricultural University (China)
IBF Tech Transfer Conference
ICE/IEEE International Technology Management Conference

Northern Telecom / Nortel Networks

Jan 1984—Dec 1994

— Associate VP, Broadband Access

Sep 1989—Dec 1994

Responsible for introducing Nortel's new line of SONET equipment to the Federal government and to Bell Atlantic (now Verizon). Relocated to U.S. headquarters in 1988 as Director of Strategic Marketing for all of Nortel's broadband products.

Created an "intrapreneurial" startup focused on ADSL and cablemodems. ADSL business sold to Texas Instruments for more than \$400 million. Cablemodem and cable telephony products migrated to Arris (a joint venture between Nortel and Antec), where they produced over a billion dollars of revenue in less than six years.

— Director, Product Management

Jan 1984—Feb 1988

Began work as a field engineer for the optical cable division, installing and teaching splicing techniques for some of the first large-scale single-mode fiber installations in the world. Introduced first 135 Mbps, 565 Mbps, and small-footprint DS3 multiplexers to the U.S. market.

Promoted to product management in 1986 as part of a new division focusing on the nascent broadband marketplace. Responsibilities included negotiating product features and schedules with marketing, design engineering, and manufacturing (including a third-party OEM arrangement with Tellabs).

LICOM

Feb 1988—Sep 1989

— Vice President, Product Management and Marketing

Recruited from Nortel to join venture-funded telecom equipment startup. Ran product management and marketing from product launch until company sale to a publicly-traded competitor 18 months later.

AT&T Bell Laboratories

Sep 1978—Jun 1983

— Associate Member of Technical Staff

Intern and co-op assignments of unusual depth and breadth related to optical fiber telecommunications. Published some of the first experimental data regarding single-mode optical fiber splicing. Pioneered the use of 3D graphics to analyze viscoelasticity of various polymer compounds used in optical fiber and copper cables.

Education**Georgia Institute of Technology**

Sep 1979—Jun 1983

— Bachelor of Science, Physics with highest honors

Graduated "*with highest honors*" (4.0 GPA) while supporting 100% of expenses through scholarships and co-op assignments. Very active in student government; participated in successful legislative lobbying to increase Georgia Tech's state budget allocation. Tapped as member of ANAK student honor society.

Kentucky Innovation and Entrepreneurship Conference
 Liberty Middle School
 Metro Atlanta Chamber of Commerce economic development mission to Brazil
 Minority Business Development Center
 MIT Enterprise Forum
 NASA Institute for Advanced Concepts (NIAC)
 NASA Interstellar Workshop
 NCR
 National Association of Seed and Venture Funds (NASVF)
 National Council of Entrepreneurial Tech Transfer (NCET2)
 nightLIGHT (originator & host)
 NPR Marketwatch
 NSF National Innovation Network
 PBS "Need to Know" (TV show)
 President's Commission on Implementation of United States Space Exploration Policy (the "Aldridge Commission")
 PWC MoneyTree
 Southeastern University Research Association
 Southern Economic Development Council
 Southern Growth Policies Board
 Space Access Conference (multiple years)
 Space Frontier Foundation
 Space Investment Summit
 Space Venture Finance Symposium/ NSS-ISDC
 Startup Campinas (Brazil)
 State Science and Technology Institute (SSTI)
 Tech High School
 Technology Transfer Society (TTS)
 Telecommunications Industry Association (TIA)
 Tennessee Valley Venture Forum
 The Mars Society
 ThincSavannah
 TIE-Atlanta
 Universidad Tecnica Federico Santa Maria (Santiago)
 University of Campinas (Brazil)
 University of Pretoria (South Africa)
 University of Trento (Italy)
 U.S. Chamber of Commerce
 U.S. Economic Development Administration annual conference
 USA Today
 VC-Angel Roundtable
 Venture Capital Institute (VCI)
 Venture Capital Investment Competition
 Venture Market South
 Woodward Academy
 World's Best Technologies Forum

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 6

SUBJECT: Zoning Map Amendment RZ2016-5 – Request to Rezone 7.75 acres from A-F to A-R, Tax Parcels 094 020M and 094 020R, and Future Land Use Map Amendment FLU2016-3 from “Residential” to “Rural Residential”. Properties are located 148 and 158 Jimmy Lane.

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

DATE: September 9, 2016

COMMISSION ACTION REQUESTED ON: September 20, 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 divide the property that currently has two dwellings.
- 2. To accommodate the existing conditions of the site, AR zoning is more effective for meeting setbacks and lot width.
- 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 this item.
- 2. Motion to approve with conditions.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

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

DEPARTMENT:

Prepared by:

Eric Landon

Director, Planning & Development

IF APPLICABLE:

County Attorney Review:



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
Date: September 9, 2016

Request:

Zoning Map Amendment -- RZ2016-5 – Request to Rezone 7.75 acres from A-F to A-R, Tax Parcels 094 020M and 094 020R, and **Future Land Use Map Amendment FLU2016-3** from “Residential” to “Rural Residential”. Properties are located 148 and 158 Jimmy Lane. Melonie Kolgaklis, owner.

Background:

The applicant wishes to divide the property that currently has two dwellings. In an effort to accommodate the existing conditions of the site, AR zoning is more effective for meeting setbacks and lot width. The end result of the subdivision/rezoning will be two single family dwellings on two separate lots.

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 accommodate the division of this property as shown in the attached plat.

Staff Recommendation:

Staff recommends approval of **RZ2016-5** – Request to Rezone 7.75 acres from A-F to A-R, Tax Parcels 094 020M and 094 020R, and **Future Land Use Map Amendment FLU2016-3** from “Residential” to “Rural Residential”.

Recommended Motion:

I move to recommend to the Board of Commissioners approval of **RZ2016-5** – Request to Rezone 7.75 acres from A-F to A-R, Tax Parcels 094 020M and 094 020R, and **Future Land Use Map Amendment FLU2016-3** from “Residential” to “Rural Residential”.

Attachments:

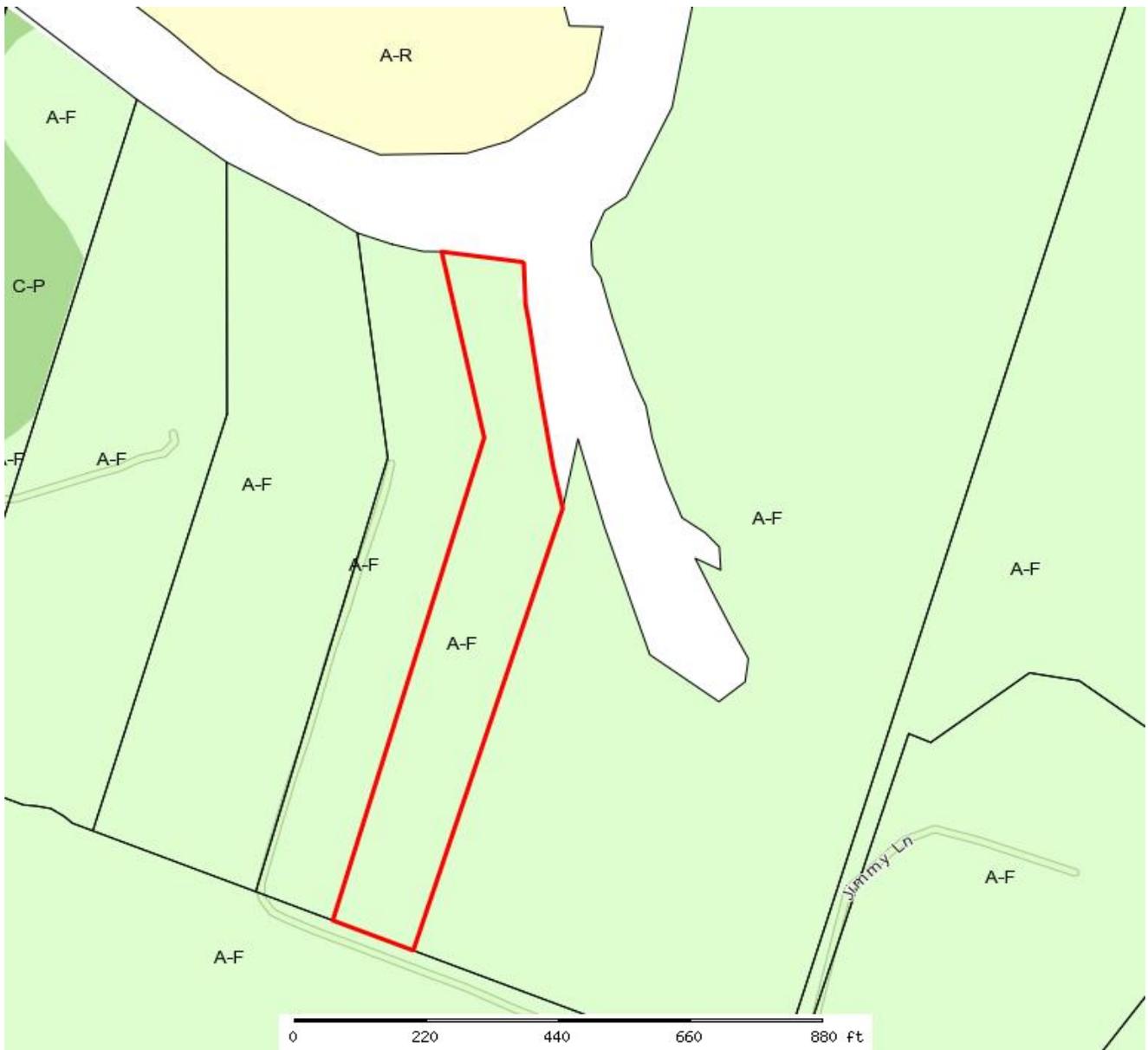
1. Zoning/Location Map(s)
2. Proposed Plat



Camden County Assessor			
Parcel: 094 020R Acres: 3.87			
Name:	KOLGAKLIS KIM A & FAYE T	Land Value	\$110,823.00
Site:	158 JIMMY LN	Building Value	\$321,385.00
Sale:	\$0 on 11-2007 Reason=FY Qual=U	Misc Value	\$0.00
Mail:	158 JIMMY LANE KINGSLAND, GA 31548	Total Value:	\$432,208.00



The Camden County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CAMDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---



Camden County Assessor			
Parcel: 094 020M Acres: 3.88			
Name:	KOLGAKLIS MELONIE Y	Land Value	\$111,065.00
Site:	148 JIMMY CT	Building Value	\$314,735.00
Sale:	\$0 on 07-2016 Reason=NQ Qual=U	Misc Value	\$49,679.00
Mail:	28 PROFESSIONAL CIRCLE SAINT MARYS, GA 31558	Total Value:	\$475,479.00



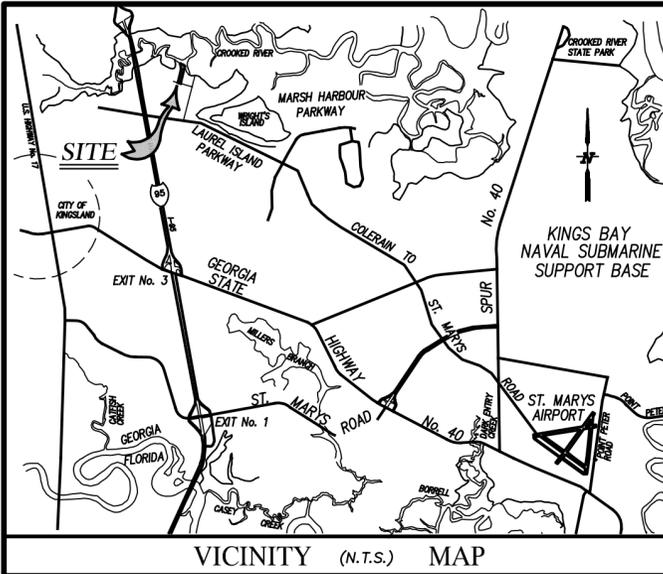
The Camden County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER CAMDEN COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

A PORTION OF PARCEL K OF THE SUBDIVISION
 PLAT FOR EARL BRAZELL, 1606th G.M.D.,
 CAMDEN COUNTY, GEORGIA

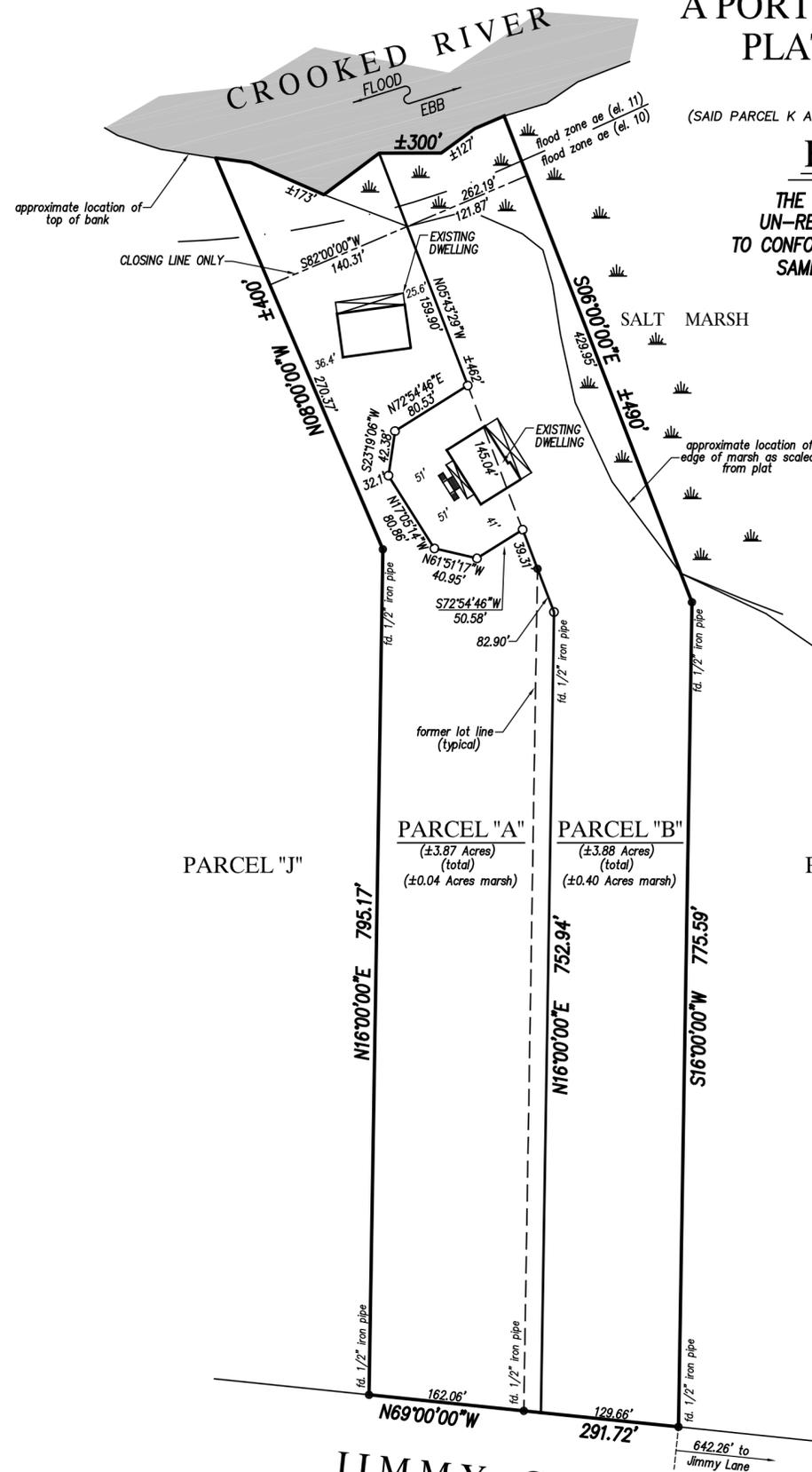
(SAID PARCEL K ACCORDING TO PLAT RECORDED IN PLAT DRAW 14, MAP No. 5, PUBLIC RECORDS OF CAMDEN COUNTY)

FOR: CHRISTOPHER KOLGAKLIS

THE PURPOSE OF THIS PLAT IS TO REDEFINE THE LOTLINES AS SHOWN ON
 UN-RECORDED PLAT BY CUMBERLAND LAND SURVEYORS DATED: 08-23-2006
 TO CONFORM TO THE EXISTING DWELLING ON EACH SITE. EACH PARCEL REMAINS THE
 SAME IN SIZE AND DOES NOT REQUIRE ANY WATER OR SEPTIC APPROVAL.



PROPERTY OWNED BY:
 MELONIE Y. KOLGAKLIS
 148 JIMMY COURT
 KINGSLAND, GEORGIA 31548
 (912) 674-8118
 D.B. 1312, PG. 132



CLOSURE NOTE:

THE FIELD DATA UPON WHICH THIS MAP IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 22,850 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPASS RULE.

THIS MAP HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 95,466 FEET.

EQUIPMENT USED:

ANGULAR: SOKIA SET 3
 LINEAR: SOKIA SET 3

NOTES:

- BEARINGS SHOWN HEREON REFER TO THE BEARING OF N69°-00'-00" W FOR THE NORTHERLY R/W LINE OF JIMMY COURT, ACCORDING TO SAID SUBDIVISION PLAT.
- THE SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONE AE (EL. 10) AND AE (EL. 11) AS PER F.I.R. MAPS, COMM. PANEL No. 13039C0383F, PANEL No. 0383 SUFFIX F, COMM. No. 130262, FOR CAMDEN COUNTY, GEORGIA, DATED: 12/16/2008.
- BUILDING RESTRICTION LINES ARE AS FOLLOWS:
 FRONT: 30 FEET
 SIDES: 20 FEET
 REAR: 30 FEET
- SUBJECT PROPERTY IS CURRENTLY ZONED : A-R
- THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY WHICH MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.
- LOT CORNERS ARE MARKED (OR STAKED) WITH 1/2" IRON PIPES CAPPED "RLS 2893" SHOWN THUS: ○
- TOTAL NUMBER OF LOTS: 2
- SUBJECT PROPERTY IS CURRENTLY SERVICED BY SEPARATE WELL & SEPTIC SYSTEM.
- THE GEORGIA SOIL AND EROSION SEDIMENTATION ACT OF 1975 REQUIRES A BUFFER ALONG THE BANK OF ALL STATE WATERS MEASURED 25 FEET FROM THE POINT WHERE VEGETATION HAS BEEN WRESTED BY A NORMAL FLOW.

RECORDING DATA:

STATE OF GEORGIA, COUNTY OF CAMDEN:
 OFFICE OF CLERK OF SUPERIOR COURT
 THE WITHIN PLAT RECORDED IN PLAT
 CABINET _____ FILE No. _____
 THIS _____ DAY OF _____ 2016.

BY: _____ DATE: _____
 DEPUTY CLERK

MINOR PLAT CERTIFICATION:

ALL REQUIREMENTS OF THE CAMDEN COUNTY UNIFIED DEVELOPMENT CODE HAVING BEEN REPRESENTED AS BEING FULFILLED BY THIS PLAT, THE UNDERSIGNED ACTING UNDER AUTHORITY OF THE BOARD OF COMMISSIONERS OF CAMDEN COUNTY, GEORGIA, HEREBY APPROVES THIS PLAT FOR RECORDATION BY THE CLERK OF THE SUPERIOR COURT.

SIGNATURE, DIRECTOR OF PLANNING _____ DATE: _____
 PRINTED NAME: _____ DATE: _____

SURVEYOR'S CERTIFICATE:

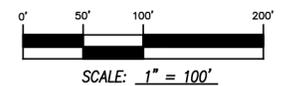
I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTATION SHOWN HEREON HAS BEEN SET OR FOUND.

BY: _____ DATE: _____
 ERNEST R. BENNETT, JR.
 GEORGIA REG. SURVEYOR No. 2893

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN
 THE UNDERSIGNED CERTIFIES THAT HE OR SHE IS THE FEE SIMPLE ABSOLUTE OWNER OF THE LAND SHOWN ON THIS PLAT AND THAT THE PLAT AND THE IMPROVEMENTS CONTAINED THEREIN OR ASSOCIATED THEREWITH MEET ALL APPLICABLE REQUIREMENTS AND STANDARDS OF THE CAMDEN COUNTY UNIFIED DEVELOPMENT CODE.

BY: _____ DATE: _____
 CHRISTOPHER KOLGAKLIS, OWNER



DWN. BY: _____ CKD. BY: _____
 G.D. _____ R.B. _____

BENNETT SURVEYING, INC.
 Surveyors and Land Planners
 102 MARSH HARBOUR PARKWAY, UNIT 103
 KINGSLAND, GEORGIA 31548
 (912) 258-8899
 (912) 673-8940
 DWG. No. SD-1-273-03-16

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 7

SUBJECT: Consider proposed amendment to Article 11 Division 1, Erosion Control and Storm Water Management of the UDC.

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

DATE: September 9, 2016

COMMISSION ACTION REQUESTED ON: September 20, 2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider amending Article 11 of the UDC

HISTORY:

- 1. Georgia Department of Natural Resources (DNR) has issued an update to the model ordinance for Soil Erosion, Sedimentation and Pollution Control.
- 2. Most of the update is general language changes. The most significant change is bringing the marsh buffer into the Erosion Control Act of 1975. There will be established a 25' buffer along coastal marshlands.
- 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 this item.
- 2. Motion to approve with conditions.
- 3. Motion to deny the request.
- 4. Motion to table this item.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends to waive the second reading, and adopt the proposed amendment to Article 11 Division 1, Erosion Control and Storm Water Management of the UDC.

DEPARTMENT:

Prepared by:

Eric Landon

Director, Planning & Development

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers



Board of County Commissioners

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569

Phone: (912) 576.5601 • Fax: (912) 576.5647 • www.camdencountyga.gov

August 2, 2016

Eric Landon
Planning and Development Director
Camden County

Topic: Camden County Unified Development Code Article 11 Division 1, Erosion Control and Storm Water Management.

Summary

Georgia Department of Natural Resources (DNR) thru Georgia Environmental Protection (EPD) Division and the Georgia Soil and Water Conservation Commission (GSWCC) has issued an update to the model ordinance for Soil Erosion, Sedimentation and Pollution Control. In Camden County this is covered by the UDC Article 11, Division 1. Most of the update is general language changes. However the most significant change is bringing the marsh buffer into the Erosion Control Act of 1975. There will be established a 25' buffer along coastal marshlands as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the "Coastal Marshland Protection Act of 1970". There now will be a buffer on all marshes in Georgia. All existing buffers on State Jurisdictional Waters are still in place. Buffer variances are required to work in this area unless the project qualifies for an exemption. The new ordinance does allow for a few new exemptions, most notably an exemption is granted for roadway work, and for utility work. There is also reaffirming of the 50' buffer on trout streams, but that impact to Camden County is nil.

Scott Brazell
CRS, E & S Coordinator
Camden County

"Award-Winning Government"

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

Article 11. Erosion Control and Stormwater Management

Effective January 1, 2009, as Amended through ~~October 18, 2011~~ June 2016

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Article 11. Erosion Control and Stormwater Management

Effective January 1, 2009, as Amended through October 18, 2014

This Article contains the requirements that relate to the impact of rainfall events on the natural and manmade environment, including the erosion and siltation effects of site grading and land disturbance activities, the control of stormwater flows and the potentially damaging effects of flooding.

DIVISION 1. SOIL EROSION, SEDIMENTATION AND POLLUTION CONTROL.

Sec. 1101. Definitions.

The following definitions shall apply in the interpretation and enforcement of this Division, unless otherwise specifically stated:

Best Management Practices (BMP's): These include sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" published by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

~~*Board*: The Board of Natural Resources.~~

Buffer, Stream means the area of land immediately adjacent to the banks of State waters in its natural state of vegetation, which facilitates the protection of water quality and aquatic habitat. In contrast, see "~~Buffer, Zoning.~~"

Certified Personnel: A person who has successfully completed the appropriate certification course approved by the Georgia Soil and Water Conservation Commission.

Coastal marshlands or marshlands means any marshland intertidal area, mud flat, tidal water bottom, or salt marsh in the State of Georgia within the estuarine area of the state, whether or not the tide-waters reach the littoral areas through natural or artificial watercourses. "Vegetated marshland" shall include those areas upon which grow one, but not necessarily all, of the following: salt marsh grass (*Spartina alterniflora*), black needlerush (*Juncush roemerianus*), saltmeadow cordgrass (*Spartina patens*), big cordgrass (*Spartina cynosuroides*), saltgrass (*Distichlis spicata*), coast dropseed (*Sprobolus virginicus*), bigelow glasswort (*Salicornia bigelovii*), woody glasswort (*Salicornia virginica*), saltwort (*Batis maritime*), sea lavender (*Limonium nashii*), sea oxeye (*Borrchia frutescens*), silverling (*Baccharis halimifolia*), false willow (*Baccharis angustifolia*), and high-tide bush (*Iva frutescens*). The occurrence and extent of salt marsh peat at the undisturbed surface shall be deemed to be conclusive evidence of the extent of a salt marsh or a part thereof.

Commission means the State Soil and Water Conservation Commission (GSWCC).

CPESC: Certified Professional in Erosion and Sediment Control with current certification by Certified Professional in Erosion and Sediment Control Inc., a corporation registered in North Carolina, which is also referred to as CPESC or CPESC, Inc.

Cut means a portion of land surface or area from which earth has been removed or will be removed by excavation; the depth below original ground surface to excavated surface. Also known as excavation.

~~*Department (DNR)* means the Department of Natural Resources.~~

~~*DNR Board* means the Board of Natural Resources.~~

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DNR Director means The Director of the Environmental Protection Division of the Department of Natural Resources.

~~*Design Professional:* A professional licensed by the State of Georgia in the field of; engineering, architecture, landscape architecture, forestry, geology, or land surveying; or a person that is a Certified Professional in Erosion and Sediment Control (CPESC) with a current certification by EnviroCert, Inc. Design Professionals shall practice in a manner that complies with applicable Georgia law governing professional licensure.~~

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Drainage structure means a device composed of virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for stormwater management, drainage control or flood control purposes.

District means the Satilla River Soil and Water Conservation District.

~~*Division:* The Environmental Protection Division (EPD) of the Department of Natural Resources.~~

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~~*Drainage Structure:* A device composed of a virtually non-erodible material such as concrete, steel, plastic or other such material that conveys water from one place to another by intercepting the flow and carrying it to a release point for storm water management, drainage control, or flood control purpose.~~

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Division (EPD) means the Environmental Protection Division of the Department of Natural Resources.

Erosion means the process by which land surface is worn away by the action of wind, water, ice or gravity.

Erosion, sedimentation and pollution control plan: A plan required by the Erosion and Sedimentation Act, O.C.G.A Chapter 12-7, that includes, as a minimum protections at least as stringent as the State General Permit, best management practices, and requirements in Article 12 of this Development Code.

~~*Estuarine area* means all tidally influenced waters, marshes, and marshlands lying within a tide elevation range from 5.6 feet above mean tide level and below.~~

~~*Existing grade* means the vertical location of the existing ground surface prior to cutting or filling.~~

Fill means a portion of land surface to which soil or other solid material has been added; the depth above the original ground surface or excavation.

~~*Filling* means the placement of any soil or other solid material either organic or inorganic on a natural ground surface or excavation.~~

Final stabilization means that all soil disturbing activities at the site have been completed, and that for unpaved areas and areas not covered by permanent structures and areas located outside the waste disposal limits of a landfill cell that has been certified by EPD for waste disposal, at least 100% of the soil surface is uniformly covered in permanent vegetation with a density of 70% or greater, or equivalent permanent stabilization measures (such rip rap, gabions, permanent mulches or geotextiles) have been used. Permanent vegetation shall consist of: planted trees, shrubs, perennial vines; a crop of perennial vegetation appropriate for the time of year and region; or a crop of annual vegetation and seeding target crop perennials appropriate for the region. Final stabilization applies to each phase of construction.

Finished grade means the final elevation and contour of the ground after cutting or filling and conforming to the proposed design.

Grading means altering the shape of ground surfaces to a predetermined condition slopes; this includes stripping, cutting, filling, stockpiling and shaping or any combination thereof and shall include the land in its cut or filled conditions.

Ground elevation means the original elevation of the ground surface prior to cutting or filling.

Land-disturbing activity means any activity that may result in soil erosion from water or wind and the movement of sediments into state waters or onto lands within the state, including, but not limited to, clearing, dredging, grading, excavating, transporting, and filling of land but not including agricultural practices that are otherwise exempt under Sec. 1102(5).

Larger common plan of development or sale means a contiguous area where multiple separate and distinct construction activities are occurring under one plan of development or sale. For the purposes of this paragraph, "plan" means an announcement; piece of documentation such as a sign, public notice or hearing, sales pitch, advertisement, drawing, permit application, zoning request, or computer design; or physical demarcation such as boundary signs, lot stakes, or surveyor markings, indicating that construction activities may occur on a specific plot.

Local Issuing Authority means the governing authority of any county or municipality that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8.

Metropolitan River Protection Act (MRPA) means a state law referenced as O.C.G.A. § 12-5-440 et seq., which addresses environmental and developmental matters in certain metropolitan river corridors and their drainage basins.

Natural ground surface means the ground surface in its original state before any grading, excavation or filling.

Nephelometric turbidity units (NTU) means numerical units of measure based upon photometric analytical techniques for measuring the light scattered by finely divided particles of a substance in suspension. This technique is used to estimate the extent of turbidity in water in which colloiddally dispersed particles are present.

NOI: A Notice of Intent form provided by EPD for coverage under the State General Permit.

NOT: A Notice of Termination form provided by EPD to terminate coverage under the State General Permit.

Operator means the party or parties that have: (A) operational control of construction project plans and specifications, including the ability to make modifications to those plans and specifications; or (B) day-to-day operational control of those activities that are necessary to ensure compliance with an erosion, sedimentation and pollution control plan for the site or other permit conditions, such as a person authorized to direct workers at a site to carry out activities required by the erosion, sedimentation and pollution control plan or to comply with other permit conditions.

Outfall: The location where storm water in a discernible, confined and discrete conveyance, leaves a facility or site or, if there is a receiving water on site, becomes a point source discharging into that receiving water.

Permit, as it relates to soil erosion and sedimentation control, means the authorization necessary to conduct a land-disturbing activity under the provisions of this Development Code [Ordinance](#).

~~*Permit board* means a covered board with sufficient area for posting land-disturbing or building permits, inspection slips, and any placard, which may be posted by the County. This board shall be placed within three feet of the C/O Entrance Pad and within three (3) feet of the front of the property line. The board shall be a minimum of 16"x16" and shall be mounted 5 feet in height above grade.~~

Person means any individual, partnership, firm, association, joint venture, public or private corporation, trust, estate, commission, board, public or private institution, utility, cooperative, state agency, municipality or other political subdivision of the State of Georgia, any interstate body or any other legal entity.

Phase or Phased: Sub-parts or segments of construction projects where the sub-part or segment is constructed and stabilized prior to completing construction activities on the entire construction site.

Project means the entire proposed development project regardless of the size of the area of land to be disturbed.

Properly Designed: Designed in accordance with the design requirements and specifications contained in the "Manual for Erosion and Sediment Control in Georgia" (Manual) published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted and amendments to the Manual as approved by the Commission up until the date of NOI submittal.

Roadway drainage structure means a device such as a bridge, culvert, or ditch, composed of a virtually non-erodible material such as concrete, steel, plastic, or other such material that conveys water under a roadway by intercepting the flow on one side of a traveled way consisting of one or more defined lanes, with or without shoulder areas, and carrying water to a release point on the other side.

Sediment means solid material, both organic and inorganic, that is in suspension, is being transported or has been moved from its site of origin by air, water, ice or gravity as a product of erosion.

Sedimentation means the process by which eroded material is transported and deposited by the action of water, wind, ice or gravity.

Soil and Water Conservation District approved plan means an erosion and sedimentation control plan approved in writing by the Satilla River Soil and Water Conservation District.

Stabilization means the process of establishing an enduring soil cover of vegetation and/or mulch or other ground cover and/or in combination with installing temporary or permanent structures for the purpose of reducing to a minimum the erosion process and the resultant transport of sediment by wind, water, ice or gravity.

State General Permit means the National Pollution Discharge Elimination System (NPDES) general permit or permits for storm water runoff from construction activities as is now in effect or as may be amended or reissued in the future pursuant to the state's authority to implement the same through federal delegation under the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251, et seq., and subsection (f) of Code Section 12-5-30.

State waters means any and all rivers, streams, creeks, branches, lakes, reservoirs, ponds, drainage systems, springs, wells, and other bodies of surface or subsurface water, natural or artificial, lying within or forming a part of the boundaries of Georgia, which are not entirely confined and retained completely upon the property of a single individual, partnership or corporation.

Stream Buffer: See "Buffer, Stream."

Structural erosion and sediment control practices means practices for the stabilization of erodible or sediment-producing areas by utilizing the mechanical properties of matter for the purpose of either changing the surface of the land or storing, regulating, or disposing of runoff to prevent excessive sediment loss. Examples of structural erosion and sediment control practices are riprap, sediment basins, dikes, level spreaders waterways or outlets, diversions, grade stabilization structures, sediment traps, land grading, etc. Such practices can be found in the publication "Manual for Erosion and Sediment Control in Georgia."

Trout streams means all streams or portions of streams within the watershed as designated by the game and fish division of the Georgia Department of Natural Resources under the provisions of the Georgia Water Quality Control Act, O.C.G.A. § 12-5-20, [in the rules and regulations for Water Quality Control, Chapter 391-3-6 at www.epd.georgia.gov](http://www.epd.georgia.gov), et seq. Streams designated as primary trout waters are defined as water supporting a self-sustaining population of rainbow, brown, or brook trout. Streams designated as secondary trout waters are those in which there is no evidence of natural trout reproduction, but are capable of supporting trout throughout the year. First order trout waters are streams into which no other streams flow except springs.

Vegetative erosion and sediment control measures means measures for the stabilization of erodible or sediment-producing areas by covering the soil with:

- a. Permanent seeding, sprigging or planting, producing long-term vegetative cover; or
- b. Temporary seeding, producing short-term vegetative cover; or
- c. Sodding, covering areas with a turf of perennial sod-forming grass. Such measures can be found in the publication "Manual for Erosion and Sediment Control in Georgia."

Watercourse means any natural or artificial watercourse, stream, river, creek, channel, ditch, canal, conduit, culvert, drain, waterway, gully, ravine or wash in which water flows either continuously or intermittently and which has a definite channel, bed and banks, and including any area adjacent thereto subject to inundation by reason of overflow or floodwater.

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas.

Sec. 1102. Exemptions.

This Division shall apply to any land-disturbing activity undertaken by any person on any land except for the following:

- (1) Surface mining, as the same is defined in O.C.G.A. 12-4-72, "The Georgia Surface Mining Act of 1968;"
- (2) Granite quarrying and land clearing for such quarrying;
- (3) Such minor land-disturbing activities as home gardens and individual home landscaping, repairs, maintenance work, fences, and other related activities, which result in minor soil erosion;
- (4) The construction of single-family residences, when such construction disturbs less than one (1) acre and is not a part of a larger common plan of development or sale with a planned disturbance of equal to or greater than one (1) acre and not otherwise exempted under this paragraph; provided, however, that construction of any such residence shall conform to the minimum requirements as set forth in O.C.G.A. 12-7-6 and Sec. 1103 of this Division and this paragraph. The minimum requirements of Sec. 1103 of this Division and the buffer zones provided by this section shall be enforced by the Local Issuing Authority; For single-family residence construction covered by the provisions of this paragraph, there shall be a buffer zone between the residence and any state waters classified as trout streams pursuant to Article 2 of Chapter 5 of the Georgia Water Quality Control Act. In any such buffer zone, no land-disturbing activity shall be constructed between the residence and the point where vegetation has been wrested by normal stream flow or wave action from the banks of the trout waters. For primary trout waters, the buffer zone shall be at least 50 horizontal feet, and no variance to a smaller buffer shall be granted. For secondary trout waters, the buffer zone shall be at least 50 horizontal feet, but the Director may grant variances to no less than 25 feet. Regardless of whether a trout stream is primary or secondary, for first order trout waters, which are streams into which no other streams flow except for springs, the buffer variance to a smaller buffer shall be granted. The minimum requirements of subsection (b) of O.C.G.A. 12-7-6 and the buffer zones provided by this paragraph shall be enforced by the Local Issuing Authority.
- (5) Agricultural operations as defined in O.C.G.A. 1-3-3, "Definitions," to include raising, harvesting or storing of products of the field or orchard; feeding, breeding or managing livestock or poultry; producing or storing feed for use in the production of livestock, including but not limited to cattle, calves, swine, hogs, goats, sheep, and rabbits or for use in the production of poultry, including but not limited to chicken, hens and turkeys; producing plants, trees, fowl, or animals; the production of aqua culture, horticultural, dairy, livestock, poultry, eggs and apiarian products; farms buildings and farm ponds;
- (6) Forestry land management practices, including harvesting; provided, however, that when such exempt forestry practices cause or result in land-disturbing or other activities otherwise prohibited in a buffer, as

established in Sec. 1103(c)(15)(16) of this Division, no other land-disturbing activities, except for normal forest management practices, shall be allowed on the entire property upon which the forestry practices were conducted for a period of three years after completion of such forestry practices;

- (7) Any project carried out under the technical supervision of the Natural Resources Conservation Service of the United States Department of Agriculture;
- (8) Any project involving less than one acre of disturbed area; provided, however, that this exemption shall not apply to any land-disturbing activity within a larger common plan of development or sale with a planned disturbance of equal to or greater than one acre or within 200 feet of the bank of any State waters, and for purposes of this paragraph, "State Waters" excludes channels and drainage-ways which have water in them only during and immediately after rainfall events and intermittent streams which do not have water in them year round; provided, however, that any person responsible for a project which involves less than one acre, which involves land-disturbing activity, and which is within 200 feet of any such excluded channel or drainage-way, must prevent sediment from moving beyond the boundaries of the property on which such project is located and provided, further, that nothing contained herein shall prevent the County from regulating any such project which is not specifically exempted by paragraphs (1), (2), (3), (4), (5), (6), (7), (9) or (10) of this Section;
- (9) Construction or maintenance projects, or both, undertaken or financed in whole or in part, or both, by the Department of Transportation, the Georgia Highway Authority, or the Georgia Tollway Authority; or any road construction or maintenance project, or both, undertaken by any county or municipality; provided, however, that construction or maintenance projects of the Department of Transportation or State Tollway Authority which disturb one or more contiguous acres of land shall be subject to provisions of O.C.G.A. 12-7-7.1; except where the Department of Transportation, the Georgia Highway Authority, or the State Road and Tollway Authority is a secondary permittee for a project located within a larger common plan or development or sale under the state general permit, in which case a copy of a notice of intent under the state general permit shall be submitted to the County, the County shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders;
- (10) Any land-disturbing activities conducted by any electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission, or distribution of power; except where an electric membership corporation or municipal electrical system or any public utility under the regulatory jurisdiction of the Public Service Commission, any utility under the regulatory jurisdiction of the Federal Energy Regulatory Commission, any cable television system as defined in O.C.G.A. 36-18-1, or any agency or instrumentality of the United States engaged in the generation, transmission or distribution of power is a secondary permittee for a project located within a larger common plan of development or sale under the state general permit, in which case the shall enforce compliance with the minimum requirements set forth in O.C.G.A. 12-7-6 as if a permit had been issued, and violations shall be subject to the same penalties as violations by permit holders; and
- (11) Any public water system reservoir.

Sec. 1103. Minimum requirements using best management practices.

(a) **General provisions.**

Excessive soil erosion and resulting sedimentation can take place during land-disturbing activities if requirements of ordinance and the NPDES General Permit are not met. Therefore, plans for those land-disturbing activities, which are not exempted by this Division, shall contain provisions for application of soil erosion and sedimentation control measures and practices. The provisions shall be incorporated into the erosion and sedimentation control plans. Soil erosion and sedimentation control measures and practices shall conform to the

minimum requirements of Sec. 1103(b) and Sec. ~~1103(c)~~1103 (c) of this Division. The application of measures and practices shall apply to all features of the site, including street and utility installations, drainage facilities and other temporary and permanent improvements. Measures shall be installed to prevent or control erosion and sedimentation pollution during all stages of any land-disturbing activity in accordance with requirements of this ordinance and the NPDES General Permit.

(b) **Minimum requirements/BMP's.**

- (1) Best Management practices as set forth in Sec. 1103(b) and Sec. 1103(c) of this Division shall be required for all land-disturbing activities. Proper design, installation, and maintenance of best management practices shall constitute a complete defense to any action by the DNR Director or to any other allegation of noncompliance with paragraph (2) of this subsection or any substantially similar terms contained in a permit for the discharge of storm water issued pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act." As used in this subsection, the terms "proper design" and "properly designed" mean designed in accordance with the hydraulic design specifications contained in the "Manual for Erosion and Sediment Control in Georgia" specified in O.C.G.A. 12-7-6 subsection (b).
- (2) A discharge of storm water runoff from disturbed areas where best management practices have not been properly designed, installed, and maintained shall constitute a separate violation of any land-disturbing permit issued by a Local Issuing Authority or of any State general permit issued by the Division pursuant to subsection (f) of O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act," for each day on which such discharge results in the turbidity of receiving waters being increased by more than twenty-five (25) nephelometric turbidity units for waters supporting warm water fisheries or by more than ten (10) nephelometric turbidity units for waters classified as trout waters. The turbidity of the receiving waters shall be measured in accordance with guidelines to be issued by the DNR Director. This paragraph shall not apply to any land disturbance associated with the construction of single-family homes, which are not part of a larger common plan of development or sale unless the planned disturbance for such construction is equal to or greater than five acres.
- (3) Failure to properly design, install, or maintain best management practices shall constitute a violation of any land-disturbing permit issued by a or of any state general permit issued by the division pursuant to subsection (f) O.C.G.A. 12-5-30, the "Georgia Water Quality Control Act", for each day on which such failure occurs.
- ~~(4)~~ (4) The DNR Director may require, in accordance with regulations adopted by the Board, reasonable and prudent monitoring of the turbidity level of receiving waters into which discharges from land-disturbing activities occur.
- ~~(4)~~(5) The LIA may set more stringent buffer requirements than stated in C.15.16 and 17, in light of O.C.G.A. § 12-7-6 (c).

(c) **Conservation and engineering practices.**

The rules and regulations, ordinances, or resolutions adopted pursuant to O.C.G.A. 12-7-1 et. Seq. this Division for the purpose of governing land-disturbing activities shall require, as a minimum, protections at least as stringent as the state general permit; and best management practices, including sound conservation and engineering practices to prevent and minimize erosion and resultant sedimentation, which are consistent with, and no less stringent than, those practices contained in the "Manual for Erosion and Sediment Control in Georgia" published by the Georgia Soil and Water Conservation Commission as of January 1 of the year in which the land-disturbing activity was permitted, as well as the following:

- (1) Stripping of vegetation, re-grading, and other development activities shall be conducted in a manner so as to minimize erosion;
- (2) Cut-fill operations must be kept to a minimum;
- (3) Development plans must conform to topography and soil type so as to create the lowest practical erosion potential;

- (4) Whenever feasible, natural vegetation shall be retained, protected, and supplemented;
- (5) The disturbed area and the duration of exposure to erosive elements shall be kept to a practicable minimum;
- (6) Disturbed soil shall be stabilized as quickly as practicable;
- (7) Temporary vegetation or mulching shall be employed to protect exposed critical areas during development;
- (8) Permanent vegetation and structural erosion control measures shall be installed as soon as practicable. All permanent vegetation and structural erosion control practices must be installed before the Camden County Board of Commissioners will accept the improvements and or "sign-off" on the project;
- (9) To the extent necessary, sediment in run-off water must be trapped by the use of debris basins, sediment basins, silt traps or similar measures until the disturbed area is stabilized. As used in this paragraph, a disturbed area is stabilized when it is brought to a condition of continuous compliance with the requirements of O.C.G.A. 12-7-1 et seq.;
- (10) Adequate provisions must be provided to minimize damage from surface water to the cut face of excavations or the sloping of fills;
- (11) Cuts and fills may not endanger adjoining property;
- (12) Fills may not encroach upon natural watercourses or constructed channels in a manner so as to adversely affect other property owners;
- (13) Grading equipment must cross flowing streams by means of bridges or culverts except when such methods are not feasible, provided, in any such case, that such crossings are kept to a minimum;
- (14) Land-disturbing activity plans for erosion and sedimentation control shall include provisions for treatment or control of any source of sediments and adequate sedimentation control facilities to retain sediments on-site or preclude sedimentation of adjacent waters beyond the levels specified in Sec. 1103(b)(2) of this Division;
- (15) ~~Except as provided in paragraph (16) and (17) of this subsection, there is established a 25 foot buffer~~ along the banks of all state waters, as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, except where the DNR Director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the DNR Director pursuant to O.C.G.A. 12-2-8, or where a drainage structure or a roadway drainage structure must be constructed, provided that adequate erosion control measures are incorporated in the project plans and specifications, and are implemented; ~~or along any ephemeral stream. Where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair.~~ Where bulkheads and sea walls are installed to prevent shoreline erosion on Lake Oconee and Lake Sinclair. As used in this provision, the term "ephemeral stream" means a stream that under normal circumstances has water flowing only during and for a short duration after precipitation events; that has the channel located above the ground-water table year round; for which ground water is not a source of water; and for which runoff from precipitation is the primary source of water flow. Unless exempted as along an ephemeral stream, the buffers of at least 25 feet established pursuant to part 6 of Article 5, Chapter 5 of Title 12, the "Georgia Water Quality Control Act," shall remain in force unless a variance is granted by the DNR Director as provided in this paragraph. The following requirements shall apply to any such buffer:
 - a. No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetation cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective veg-

etation cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

- b. The buffer shall not apply to the following land-disturbing activities, provided that they occur at an angle, as measured from the point of crossing, within 25 degrees of perpendicular to the stream; cause a width of disturbance of not more than 50 feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; or (ii) Stream crossings for sewer lines.

(16) There is established a 50 foot buffer as measured horizontally from the point where vegetation has been wrested by normal stream flow or wave action, along the banks of any state waters classified as "trout streams" pursuant to Article 2 of Chapter 5 of Title 12, the "Georgia Water Quality Control Act", except where a roadway drainage structure must be constructed; provided, however, that small springs and streams classified as trout streams which discharge an average annual flow of 25 gallons per minute or less shall have a 25 foot buffer or they may be piped, at the discretion of the landowner, pursuant to the terms of a rule providing for a general variance promulgated by the Board, so long as any such pipe stops short of the downstream landowner's property and the landowner complies with the buffer requirement for any adjacent trout streams. The Director may grant a variance from such buffer to allow land-disturbing activity, provided that adequate erosion control measures are incorporated in the project plans and specifications and are implemented. The following requirements shall apply to such buffer.

- a) No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural, undisturbed, state of vegetation until all land-disturbing activities on the coin construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; provided, however, that any person constructing a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetation cover remains to protect water quality and aquatic habitat and a natural canopy is left in sufficient quantity to keep shade on the stream bed; and

- b. The buffer shall not apply to the following land-disturbing activities, provided that occur at an angle, as measured from the point of crossing, within twenty-five (25) degrees of perpendicular to the stream; cause a width of disturbance of not more than fifty (50) feet within the buffer; and adequate erosion control measures are incorporated into the project plans and specifications and are implemented: (i) Stream crossings for water lines; (ii) Stream crossing for sewer lines; and

(17) There is established a twenty-five (25) foot buffer along coastal marshlands, as measured horizontally from the coastal marshland-upland interface, as determined in accordance with Chapter 5 of Title 12 of this title, the "Coastal Marshlands Protection Act of 1970." And the rules and regulations promulgated thereunder, except where the director determines to allow a variance that is at least as protective of natural resources and the environment, where otherwise allowed by the director pursuant to Code Section 12-2-8, where an alteration within the buffer area has been authorized pursuant to Code Section 12-5-286, for maintenance of any currently serviceable structure, landscaping, or hardscaping, including bridges, roads, parking lots, golf courses, golf cart paths, retaining walls, bulkheads, and patios; provided, however, that if such maintenance requires any land-disturbing activity, adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, where a drainage structure or roadway drainage structure is constructed or maintained; provided, however, that if such maintenance requires any land-disturbing activity, ade-

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quate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented, on the landward side of any currently serviceable shoreline stabilization structure, or for the maintenance of any manmade storm-water detention basin, golf course pond, or impoundment that is located entirely within the property of a single individual, partnership, or corporation; provided, however, that adequate erosion control measures are incorporated into the project plans and specification and such measures are fully implemented. For the purpose of this paragraph maintenance shall be defined as actions necessary or appropriate for retaining or restoring a currently serviceable improvement to the specified operable condition to achieve its maximum useful life. Maintenance includes emergency reconstruction of recently damaged parts of a currently serviceable structure so long as it occurs within a reasonable period of time after damage occurs. Maintenance does not include any modification that changes the character, scope or size of the original design and serviceable shall be defined as useable in its current state or with minor maintenance but not so degraded as to essentially require reconstruction.

a). No land-disturbing activities shall be conducted within a buffer and a buffer shall remain in its natural undisturbed, state of vegetation until all land-disturbing activities on the construction site are completed. Once the final stabilization of the site is achieved, a buffer may be thinned or trimmed of vegetation as long as a protective vegetative cover remains to protect water quality and aquatic habitat; provided, however, that any person construction a single-family residence, when such residence is constructed by or under contract with the owner for his or her own occupancy, may thin or trim vegetation in a buffer at any time as long as protective vegetative cover remains to protect water quality and aquatic habitat; and

b. The buffer shall not apply to crossings for utility lines that cause a width of disturbance of not more than fifty (50) feet within the buffer, provided, however, that adequate erosion control measures are incorporated into the project plans and specifications and such measures are fully implemented.

c. The buffer shall not apply to any land-disturbing activity conducting pursuant to and in compliance with a valid and effective land-disturbing permit issued subsequent to April 22, 2014, and prior to December 31, 2015; provided, however, that adequate erosion control measures are incorporated into the project plans and specification and such measures are fully implemented or any lot for which the preliminary plat has been approved prior to December 31, 2015 if roadways, bridges, or water and sewer lines have been extended to such lot prior to the effective date for this Act and if the requirement to maintain a twenty-five (25) foot buffer would consume at least eighteen (18) percent of the high ground of the platted lot otherwise available for development; provided, however, that adequate erosion control measures are incorporated into project plans and specifications and such measures are fully implemented.

d. Activities where the area within the buffer is not more than five-hundred (500) square feet or that a "Minor Buffer Impact" as defined in 391-3-*7-.01(r), provided that the total area of buffer impacts less than five-thousand (5,000) square feet are deemed to have an approved buffer variance by rule. Bank stabilization structures are not eligible for coverage under the variance by rule and notification shall be made to the Division at least fourteen (14) days prior to the commencement of land disturbing activities.

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(d) Section represents minimum standards.

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Nothing contained in this Division and O.C.G.A. 12-7-1 et. seq. shall prevent any Local Issuing Authority from adopting rules and regulations, ordinances, or resolutions that contain stream buffer requirements that exceed the minimum requirements in Sec. 1103(b) and Sec. 1103(c) of this Division.

(e) **Injury by permit holder to property of another.**

The fact that land-disturbing activity for which a permit has been issued result in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for in this Division or the terms of the permit.

Sec. 1104. Application/permit process.

(a) **General.**

The property owner, developer, and designated planners and engineers shall review the general development plans and detailed plans of the Local Issuing authority that affect the tract to be developed and the area surrounding it. They shall review the zoning Division, storm water management Division, subdivision regulations, flood damage prevention Division, fire hydrant Division, this Division, and other Divisions, which regulate the development of land within the jurisdictional boundaries of the County. However, the operator is the only party who may obtain a permit.

(b) **Application requirements.**

- (1) No person shall conduct any land-disturbing activity within the jurisdictional boundaries of the County without first obtaining a permit from the Planning Director~~CRS, E&S Coordinator~~ to perform such activity.
- (2) The application for a permit shall be submitted to the Planning Director~~CRS, E&S Coordinator~~ and must include the applicant's soil erosion and sedimentation control plan with supporting data, as necessary. Said plans shall include, as a minimum, the data specified in Sec. 1104(c) of this Division. Soil erosion and sedimentation control plans shall conform to the provisions of Sec. 1103(b) and Sec. 1103(c) of this Division. Applications for a permit will not be accepted unless accompanied by two (2) copies of the applicant's soil erosion, sedimentation and pollution control plans. All applications shall contain a certification stating that the plan preparer or the designee thereof visited the site prior to creation of the plan in accordance with EPD Rule 391-3-7-10.
- (3) A fee shall be charged for each application, and no application shall be deemed complete unless the requisite fee is paid at the time of filing. The amount of required fee shall be set forth in a Fee Schedule, maintained in the office of the County Clerk, as from time to time revised by resolution of the Board of Commissioners.
- (4) In addition to the local permitting fees, fees will also be assessed pursuant to paragraph 5 subsection (a) of O.C.G.A. 12-5-23, provided that such fees shall not exceed \$80.00 per acre of land-disturbing activity, and these fees shall be calculated and paid by the primary permittee as defined in the state general permit for each acre of land-disturbing activity included in the planned development or each phase of development. All applicable fees shall be paid prior to issuance of the land disturbance permit. In a jurisdiction that is certified pursuant to subsection (a) of O.C.G.A. 12-7-8 half of such fees levied shall be submitted to the division; except that any and all fees due from an entity which is required to give notice pursuant to paragraph (9) or (10) of O.C.G.A. 12-7-17 shall be submitted in full to the division, regardless of the existence of a local issuing authority in the jurisdiction.
- (5) Immediately upon receipt of an application and plan for a permit, the County shall refer the application and plan to the District for its review and approval or disapproval concerning the adequacy of the erosion and sedimentation control plan. A District shall approve or disapprove a plan within 35 days of receipt. Failure of a District to act within 35 day shall be considered an approval of the pending plan. The results of the district review shall be forwarded to the County. No permit will be issued unless the District has approved the plan, and any variances required by Sec. 1103(c)(15)(16)(17), and bonding, if required ~~as~~ per Sec. 1104(b)(7), have been obtained. Such review will not be required if the County and the District

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have entered into an agreement which allows the County to conduct such review and approval of the plan without referring the application and plan to the District.

- (6) If a permit applicant has had two or more violations of previous permits, this Division Section, or the Erosion and Sedimentation Act, as amended, within three years prior to the date of filing of the application under consideration, the County may deny the permit application.
- (7) The County may require the permit applicant to post a bond in the form of government security, cash, irrevocable letter of credit, or any combination thereof up to, but not exceeding \$3,000.00 per acre or fraction thereof of the proposed land-disturbing activity, prior to issuing the permit. If the applicant does not comply with this Division or with the conditions of the permit after issuance, the County may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance. These provisions shall not apply unless there is in effect an Division or statute specifically providing for hearing and judicial review of any determination or order of the County with respect to alleged permit violations.

(c) **Plan requirements.**

- (1) Plans must be prepared to meet the minimum requirements as contained in Sec. 1103(b) and Sec. 1103(c) of this Division. Conformance with the minimum requirements may be attained through the use of design criteria in the current issue of the "Manual for Erosion and Sediment Control in Georgia" published by the State Soil and Water Conservation Commission as a guide; or through the use of more stringent, alternate design criteria which conform to sound conservation and engineering practices. The "Manual for Erosion and Sediment Control in Georgia" is hereby incorporated by reference into this Division. The plan for the land-disturbing activity shall consider the interrelationship of the soil types, geological and hydrological characteristics, topography, watershed, vegetation, proposed permanent structures including roadways, constructed waterways, sediment control and storm water management facilities, local Divisions, and State laws. Maps, drawings and supportive computations shall bear the signature and seal of the certified design professional. Persons involved in land development design, review, permitting, construction, monitoring, inspections or any land disturbing activity shall meet the education and training certification requirements, dependent on his or her level of involvement with the process, as developed by the Commission and in consultation with the Division and the Stakeholder Advisory Board created pursuant to O.C.G.A. 12-7-20.
- (2) Data required for site plans shall include all the information required from the appropriate Erosion, Sedimentation and Pollution Control Plan Review Checklist established by the Commission as of January 1 of the year in which the land-disturbing activity was permitted.

(d) **Permits**

- (1) Permits shall be issued or denied as soon as practicable but in any event not later than 45 days after receipt by the County of a completed application, providing variances and bonding are obtained, where necessary, and all applicable fees have been paid prior to permit issuance. The permit shall include conditions under which the activity may be undertaken.
- (2) No permit shall be issued by the County unless the District has approved the erosion and sedimentation control plan and the County has affirmatively determined that the plan is in compliance with this Division, any variances required by Sec. 1103(c)(15) are obtained, bonding requirements, if necessary, as per Sec. 1104(b)(7) are met and all Divisions and rules and regulations in effect within the jurisdictional boundaries of the County are met. If the permit is denied, the reason for denial shall be furnished to the applicant.
- (3) Any land-disturbance activities by the County shall be subject to the same requirements of this Development Code, and any other ordinances relating to land development, as are applied to private persons and the EPD shall enforce such requirements upon the County.
- (4) If the tract is to be developed in phases, then a separate permit shall be required for each phase.

- (5) The permit may be suspended, revoked, or modified by the County, as to all or any portion of the land affected by the plan, upon finding that the holder or his successor in the title is not in compliance with the approved erosion and sedimentation control plan or that the holder or his successor in title is in violation of this Division. A holder of a permit shall notify any successor in title to him as to all or any portion of the land affected by the approved plan of the conditions contained in the permit.
- (6) The County may reject a permit application if the applicant has had two (2) or more violations of previous permits of the Erosion and Sedimentation Act permit requirements within three (3) years prior to the date of the application, in light of O.C.G.A. 12-7-7 (f) (1).

Sec. 1105. Inspection and enforcement.

(a) **Inspection of permitted sites; notice to comply; failure.**

The County authorized agent, will periodically inspect the sites of land-disturbing activities for which permits have been issued to determine if the activities are being conducted in accordance with the plan and if the measures required in the plan are effective in controlling erosion and sedimentation. Also, the County shall regulate primary, secondary and tertiary permittees as such terms are defined in the state general permit. Primary permittees shall be responsible for installation and maintenance of best management practices where the primary permittee is conducting land-disturbing activities. Secondary permittees shall be responsible for installation and maintenance of best management practices where the secondary permittee is conducting land-disturbing activities. Tertiary permittees shall be responsible for installation and maintenance of best management practices where the tertiary permittee is conducting land-disturbing activities. If, through inspection, it is deemed that a person engaged in land-disturbing activities as defined herein has failed to comply with the approved plan, with permit conditions, or with the provisions of this Division, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance and shall state the time within which such measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this Division.

(b) **Ordinance amendment adoption.**

The County must amend its ordinances to the extent appropriate within twelve (12) months of any amendments to the Erosion and Sedimentation Act of 1975

(c) **Right of entry by code enforcement officer.**

The authorized County agent shall have the power to conduct such investigations as it may reasonably deem necessary to carry out duties as prescribed in this Division, and for this purpose to enter at reasonable times upon any property, public or private, for the purpose of investigation and inspecting the sites of land-disturbing activities.

(d) **Refusal of entry or access.**

No person shall refuse entry or access to any authorized representative or agent of the Local Issuing Authority, the Commission, the District or Division who requests entry for the purposes of inspection, and who presents appropriate credentials, nor shall any person obstruct, hamper or interfere with any such representative while in the process of carrying out his official duties.

(e) **Review of issuing authority's actions; deadline for corrective action.**

- (1) The District or the Commission, or both, shall semi-annually review the actions of counties and municipalities that have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). The District or the Commission, or both, may provide technical assistance to any county or municipality for the purpose of improving the effectiveness of the county's or municipality's erosion and sedimentation control program. The Districts or the Commission shall notify the Division and request investigation by the Division if any deficient or ineffective local program is found.

- (2) The Environmental Protection Division (EPD) may periodically review the actions of counties and municipalities that have been certified as Local Issuing Authorities pursuant to O.C.G.A. 12-7-8 (a). Such review may include, but shall not be limited to, review of the administration and enforcement of a governing authority's ordinances and review of conformance with an agreement, if any, between the District and the governing authority. If such review indicates that the governing authority of any county or municipality certified pursuant to O.C.G.A. 12-7-8 (a) has not administered or enforced its ordinances or has not conducted the program in accordance with any agreement entered into pursuant to O.C.G.A. 12-7-7 (e), EPD shall notify the governing authority of the county or municipality in writing. The governing authority of any county or municipality so notified shall have 90 days within which to take the necessary corrective action to retain certification as a local issuing authority. If the county or municipality does not take necessary corrective action within 90 days after notification by the EPD, EPD may revoke the certification of the county or municipality as a local issuing authority.

Sec. 1106. Penalties and incentives.

(a) **Failure to obtain a permit for land-disturbing activity.**

If any person commences any land-disturbing activity requiring a land-disturbing permit as prescribed in this Division without first obtaining said permit, the person shall be subject to revocation of his business license, work permit, or other authorization for the conduct of a business and associated work activities within the jurisdictional boundaries of ~~these Soil Erosion and Sedimentation Control regulations~~ the Local Issuing Authority.

(b) **Stop work orders.**

- (1) For the first and second violations of the provisions of this Division, the DNR Director or the Local Issuing Authority shall issue a written warning to the violator. The violator shall have five days to correct the violation. If the violation is not corrected within five days, the DNR Director or the Local Issuing Authority shall issue a stop-work order requiring that land-disturbing activities be stopped until necessary corrective action or mitigation has occurred; provided, however, that, if the violation presents an imminent threat to public health or waters of the state or if the land-disturbing activities are conducted without obtaining the necessary permit, the DNR Director or the Local Issuing Authority shall issue an immediate stop-work order in lieu a warning;
- (2) For a third and each subsequent violation, the DNR Director or Local Issuing Authority shall issue an immediate stop work order; and;
- (3) All Stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred.
- (4) When a violation in the form of taking action without a permit, failure to maintain a stream buffer, or significant amounts of sediment, as determined by the County or by the director or his or her designee, have been or are being discharged into state waters and where best management practices have not been properly designed, installed, and maintained, a stop work order shall be issued by the County or by the director or his or her designee. All such stop work orders shall be effective immediately upon issuance and shall be in effect until the necessary corrective action or mitigation has occurred. Such stop work orders shall apply to all land disturbing activity on the site with the exception of the installation and maintenance of temporary or permanent erosion and sediment controls.
- (5) When a violation in the form of soil erosion and sedimentation leaving the property of any person, firm or corporation onto a County road causing concern for protection of public health, safety and general welfare may result in an immediate stop work order and/or citation.

(c) **Bond forfeiture.**

If, through inspection, it is determined that a person engaged in land-disturbing activities has failed to comply with the approved plan, a written notice to comply shall be served upon that person. The notice shall set forth the measures necessary to achieve compliance with the plan and shall state the time within which such

measures must be completed. If the person engaged in the land-disturbing activity fails to comply within the time specified, he shall be deemed in violation of this Division and, in addition to other penalties, shall be deemed to have forfeited his performance bond, if required to post one under the provisions of Sec. 1104(b)(7). The County may call the bond or any part thereof to be forfeited and may use the proceeds to hire a contractor to stabilize the site of the land-disturbing activity and bring it into compliance.

(d) **Monetary penalties.**

Any person who violates any provisions of this Division, or any permit condition or limitation established pursuant to this Division, or who negligently or intentionally fails or refuses to comply with any final or emergency order of the DNR Director issued as provided in this Division shall be liable for a civil penalty not to exceed \$2,500.00 per day. ~~For the purpose of enforcing the provisions of this ordinance. Notwithstanding any limitation of law as to penalties that can be assessed for violations of county Divisions, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this Division under county Divisions approved under this Division shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate court or any other court of competent jurisdiction trying cases brought as violations of this ordinance under county ordinances approved under this ordinance shall be authorized to impose penalties for such violations not to exceed \$2,500.00 for each violation.~~ Each day during which violation or failure or refusal to comply continues shall be a separate violation.

Sec. 1107. Education and certification.

- (1) Persons involved in land development, design, review, permitting, construction, monitoring, inspections or any land-disturbing activity shall meet the education and training certification requirements, ~~dependent~~ ~~and dependent~~ on their level of involvement with the process, as developed by the Commission in consultation with the Environmental Protection Division and the Stakeholders Advisory Board created pursuant to O.C.G.A. 12-7-20.
- (2) For each site on which land-disturbing activities occurs, each entity or person acting as either a primary, secondary or tertiary permittee, as defined in the state general permit, shall have as a minimum one (1) person who is in responsible charge of erosion and sedimentation control activities on behalf of said entity or person and meets the applicable education or training certification requirements developed by the Commission present on the site whenever land-disturbing activities are conducted on that site. A project site shall herein be defined as any land-disturbance site or multiple sites within a larger common plan of development or sale permitted by an owner or operator for compliance with the state general permit.
- (3) Persons or entities involved in projects not requiring a state general permit but otherwise requiring certified personnel on site may contract with certified persons to meet the requirements of this Division.
- (4) If a state general permittee who has operational control of land-disturbing activities for a site has met the certification requirements of paragraph (1) of subsection (b) of O.C.G.A. 12-7-19, then any person or entity involved in land-disturbing activity at that site and operating in a subcontractor capacity for such permittee specified in paragraph (4) of subsection (b) of O.C.G.A. 12-7-19 and shall not be required to meet any educational requirements that exceed those specified in said paragraph

Sec. 1108. Administrative appeal, judicial review.

(a) **Administrative remedies.**

The suspension, revocation, modification or grant with condition of a permit by the issuing authority upon finding that the holder is not in compliance with the approved erosion and sediment control plan; or that the holder is in violation of permit conditions; or that the holder is in violation of any ~~Division ordinance~~; shall entitle the person submitting the plan or holding the permit to a hearing before the County Manager/Administrator within 10 days ~~after receipt by the Local Issuing Authority of written notice of appeal. of the date of notice. The~~

~~person must file with the County Manager/Administrator the grounds for appeal within ten days of the date of the notice of the suspension, revocation, modification, or conditional permit or a stop-work order.~~

(b) **Judicial review.**

Any person, aggrieved by a decision or order of the issuing authority, after exhausting his administrative remedies, shall have the right to appeal to the Superior Court of Camden County.

(c) **Effectivity.**

~~This ordinance shall become effective on the _____ day of _____, 20_____.~~

(D) **Validity**

~~If any section, paragraph, clause, phrase, or provision of this ordinance shall be adjusted invalid or held unconstitutional, such decisions shall not affect the remaining portions of this ordinance.~~

(e) **Liability**

~~1. Neither the approval of a plan under the provisions of this ordinance, nor the compliance with provisions of this ordinance shall relieve any person from the responsibility for damage to any person or property otherwise imposed by law nor impose any liability upon the Local Issuing Authority or District for damage to any person or property.~~

~~2. The fact that a land-disturbing activity for which a permit has been issued results in injury to the property of another shall neither constitute proof of nor create a presumption of a violation of the standards provided for this ordinance or the terms of the permit.~~

~~3. No provision of this ordinance shall permit any person to violate the Georgia Erosion and Sedimentation Act of 1975, the Georgia Water Quality Control Act or the rules and regulations promulgated and approved thereunder or pollute any Waters of the State as defined thereby.~~

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DIVISION 2. STORM DRAINAGE & STORMWATER MANAGEMENT.

Sec. 1109. Purpose and intent.

(a) **Purpose and objectives.**

The purpose of this Division is to protect, maintain, and enhance the public health, safety, environment, and general welfare of the citizens of Camden County, Georgia by: the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law; establishing minimum requirements and procedures to control the adverse effects of increased post-development stormwater runoff and nonpoint source pollution associated with new development and redevelopment; and establishing inspection and maintenance requirements for existing privately owned detention facilities in the County as regulated under the National Pollutant Discharge Elimination System (NPDES) Stormwater Phase II Permit. It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure, safeguard the public health, safety, environment and general welfare of the public, and protect water and aquatic resources. The objectives of this Division are to:

- (1) Regulate the contribution of pollutants to the Camden County separate storm sewer system by stormwater discharges by any user;
- (2) Prohibit illicit connections and discharges to the Camden County separate storm sewer system;

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 8

SUBJECT: Consideration of appointment of Code Enforcement Officer
Gabriel T. Cluff

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

DATE: September 7, 2016

BUDGET INFORMATION: N/A

REVENUES: Court fines

EXPENSES: N/A

FUNDING SOURCE: Animal Control FY 2017 Budget

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approve the appointment of Gabriel T. Cluff to serve as a code enforcement officers for the county.

HISTORY:

- 1. Mr. Cluff was hired back in August as a part-time animal control officer. He has completed his initial training, enabling him to take on his own cases.

FACTS & ISSUES:

- 1. Mr. Cluff is a part-time animal control officer required to enforce the county ordinances in the course of her duties.

OPTIONS:

- 1. Motion to appoint Gabriel T. Cluff as Code Enforcement Officer for Camden County.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends the appointment of Mr. Cluff to serve the citizens of Camden County as an Animal Control Officer.

DEPARTMENT:

Prepared by:

Dennis Gailey

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A

APPOINTMENT OF

Gabriel T. Cluff

As Code Enforcement Officer for the Camden County Board of Commissioners
State of Georgia, County of Camden

Under and by Virtue of the powers and authority vested in the Camden County Board of Commissioners of the County aforesaid, as authorized by the Constitution of the State of Georgia and the State Laws and the Official Code of Camden County, you are hereby appointed Code Enforcement Officer for the Camden County Board of Commissioners, a political subdivision of the State of Georgia. You are therefore, hereby authorized and required to do and perform all and singular the duties incumbent upon you as a County Code Enforcement Officer of Camden County, Georgia according to the law and the Official Code of Camden County, Georgia as may be amended from time to time and the now trust reposed in you. This appointment to continue in force from this date until you are removed by a manner as prescribed by law and the Official Code of Camden County, Resolution of the Camden County Board of Commissioners or through the Personnel Policy of Camden County, Georgia. This appointment shall terminate automatically upon the termination of your employment by the Camden County Board of Commissioners.

Given under my hand and seal at Woodbine, Camden County, Georgia.

This _____ day of _____, 2016.

BY:

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST:

Kathryn A. Bishop, County Clerk

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 9

SUBJECT: Consideration of approval of Tax Release Applications

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

DATE: September 15, 2016

BUDGET INFORMATION:

See attached copies of the tax release applications

COMMISSION ACTION REQUESTED ON: September 20th

PURPOSE:

To request that the Board of Commissioners:

- a. Consider the recommendations of the Tax Commissioner regarding the submitted Tax Release Applications

FACTS & ISSUES:

- 1. The Tax Release Applications (2) submitted for consideration are both regarding refunds for taxes paid on motor vehicles.
- 2. See attached documents for detail regarding the Tax Release Applications.

OPTIONS:

- 1. Motion to approve the Tax Release Applications request by Sam Pickren Heating & Air c/o Gina Paulk, and request by Lawanda & Anthony Mann.
- 2. Motion to deny this item.
- 2. Motion to table this item.
- 3. Other action by the board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Tax Commissioner recommends approval of both requests as submitted.

DEPARTMENT:

Prepared by:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

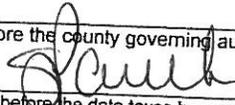
Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Mike Fender, Director

refund \$51.75

Acct. T.D	TAX RELEASE APPLICATION		Number																																
TAXPAYER NAME	<input type="checkbox"/> REQUEST FOR TAX CREDIT <input type="checkbox"/> REQUEST FOR REFUND																																		
Sam Pickren Heating & Air	Digest Year	Bill Number	Tax Amount Due																																
AK: Gina Pawlik	2016	PEC7106	30.75																																
ADDRESS	Due Date	Date Paid	Amount Paid																																
704 Osborne St	10-31-16	8-8-2016	30.75																																
St. Marys Ga 31558																																			
DESCRIPTION OF PROPERTY	1997 GMC Savannah 1BDHG31R2V10 42258																																		
I hereby request (credit/refund) for State, County, and School Taxes in the amount of \$ <u>30.75</u> illegally or erroneously assessed against me. My claim is based upon the following facts:																																			
<p style="text-align: center;">Owner renewed in error, vehicle has been sold or given away as scrap.</p>																																			
<input type="checkbox"/> DO NOT <input type="checkbox"/> request a hearing before the county governing authority concerning this claim.																																			
TAXPAYERS SIGNATURE			DATE <u>8/19/16</u>																																
NOTE: Request for a tax credit must be filed before the date taxes become delinquent, otherwise taxes must be paid as charged and a refund requested. Disagreement by Tax Collector/Commissioner and/or Board of Assessors does not bar relief. The final authority to approve your request is vested with the County Governing Authority.																																			
DISPOSITION																																			
SIGNATURE: TAX COMMISSIONER	<input checked="" type="checkbox"/> AGREES <input type="checkbox"/> DISAGREES		DATE																																
<u>Beth Sles</u>																																			
COMMENTS																																			
SIGNATURE: TAX ASSESSORS																																			
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<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"></th> <th style="width: 25%;">ORIGINAL LIABILITY ON DIGEST</th> <th style="width: 25%;">RELIEF GRANTED</th> <th style="width: 25%;">REVISED LIABILITY</th> </tr> </thead> <tbody> <tr> <td>GROSS ASSESSMENT:</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TAX: State</td> <td></td> <td></td> <td></td> </tr> <tr> <td>County M&O</td> <td></td> <td></td> <td></td> </tr> <tr> <td>County Bond</td> <td></td> <td></td> <td></td> </tr> <tr> <td>School M&O</td> <td></td> <td></td> <td></td> </tr> <tr> <td>School Bond</td> <td></td> <td></td> <td></td> </tr> <tr> <td>TOTAL</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>					ORIGINAL LIABILITY ON DIGEST	RELIEF GRANTED	REVISED LIABILITY	GROSS ASSESSMENT:				TAX: State				County M&O				County Bond				School M&O				School Bond				TOTAL			
	ORIGINAL LIABILITY ON DIGEST	RELIEF GRANTED	REVISED LIABILITY																																
GROSS ASSESSMENT:																																			
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School Bond																																			
TOTAL																																			

Georgia DOR Refund Request - Registration, Title and/or Insurance Fees

PAULK, INC Vehicle Owner/Requestor Information

Full, Legal Name of Person/ Business Requesting a Refund <i>dba Sam Pickren Aka GINA PAULK</i>			Date <i>8-19-16</i>
Street Address <i>704 Osborne St St. Marys Ga 31558</i>			
City	State	Zip Code	Daytime Telephone Number <i>912-882-3495</i>
Customer #1 ID Number (from original payment receipt) <i>001108912245</i>	Social Security # (if Individual & payment made to DOR)	Driver's License # & State of Issue (if Individual & payment made to County Tag Office)	EIN (Employer ID # if business) <i>58-2304252</i>

B. Vehicle Information

Vehicle Year <i>1997</i>	Vehicle Make <i>GMC</i>	Current Tag Number <i>PEC 7106</i>	Vehicle ID Number/Manufacturer's ID Number <i>1GDH631R2V1042258</i>
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C. I request a refund of the following fee paid directly to the State of Georgia or to my County Tag Agent on behalf of the State of Georgia for the following authorized reason(s). Please check applicable reason(s). Receipt must accompany refund requests.

State Fee Type	Amount	County Where Fees Paid	Date Fees Paid
Registration Fee	\$ <i>20.00</i>	<i>Camden</i>	<i>8-8-16</i>
Prestige/Special Tag Mfg. Fee/Renewal Fee	\$		
Title Application Fee	\$		
Title Application Penalty Fee	\$		
Title Special Handling Fee	\$		
Insurance Lapse Fee	\$		
Insurance Re-Instatement Fee	\$		
State Fee Type	Reason(s) for Refund Request		
Registration Fee	<input type="checkbox"/> (1) Existing license plate to transfer, new tag not needed. <input checked="" type="checkbox"/> (2) Vehicle not owned during the owner's registration period. <i>scrapped truck</i> <input type="checkbox"/> (3) Owner paid registration fee for license plate and qualified for a free license plate in same plate category.		
Prestige/Special Tag Mfg. Fee/Renewal Fee	<input type="checkbox"/> (4) Minimum number of applications not received and special license plate will not be manufactured. <input type="checkbox"/> (5) Prestige license plate combination disapproved or manufactured incorrectly and owner no longer wants a prestige license plate. <input type="checkbox"/> (6) Owner paid manufacturing and/or special tag renewal fee for special license plate and qualified for a free license plate in same special license plate category. <input type="checkbox"/> (7) Special Prestige tag was issued to wrong customer. <input type="checkbox"/> (8) Owner is not eligible for special license plate category.		
Title Application, Special Handling, Penalty Fee	<input type="checkbox"/> (9) Georgia does not title this vehicle type/year. <input type="checkbox"/> (10) Vehicle owner is not a Georgia resident. <input type="checkbox"/> (11) Vehicle owner is a state/federal agency. <input type="checkbox"/> (12) Title Approval/Rejection not expedited. <input type="checkbox"/> (13) Penalty fee is not due.		
Insurance Fee	<input type="checkbox"/> (14) There was not a lapse in insurance coverage. <input type="checkbox"/> (15) Restoration fee not due because there was not a lapse in insurance coverage, termination of insurance and/or fee was received by deadline.		

D. Signature

Signature of Person Requesting Refund <i>Paulk</i>	Printed Name & Title if Refund Request is for a Business <i>GINA PAULK, Owner</i>
---	--

VF64 4889

REQUEST REFUNDS FROM HEADQUARTERS

08/30/16 12:49:45

Do not create a refund to recover losses from a bad check

Customer Id: 001108912245

SAM PICKREN HEATING & AIR

Service: RENEW REGISTRATION VIN: 1GDHG31R2V1042258

Plate #: PEC7106

Act	Fee Code	Fee Description	Fee	Refund
	SSP	STANDARD TAG FEE	20.00	19.00

REASON CD: 008 TAG FEE

OWNER RENEWED IN ERROR, VEHICLE HAS BEEN SCRAPPED

SYS0018 - RECORD WAS INSERTED

PAGE 1 OF 1

PF1/HELP PF2/ PF3/RETURN PF4/SEL-CUS PF5/REFRESH PF6/

PF7/BACKWARD PF8/FORWARD PF9/ PF10/ PF11/ PF12/MENU

Customer Id: 001108912245

SAM PICKREN HEATING & AIR

Service: RENEW REGISTRATION VIN: 1GDHG31R2V1042258

Plate #: PEC7106

Act	Fee Code	Fee Description	Fee	Refund
	MAL	MAIL FEE	1.00	1.00
	T16	2016 AD VALOREM TAX	30.75	30.75

REASON CD: 009 TAG AD VLOREM
 RENEWED IN ERROR, TRUCK SENT TO SRCAP YARD
 SYS0018 - RECORD WAS INSERTED

PF1/HELP PF2/ PF3/RETURN PF4/SEL-CUS PF5/REFRESH PF6/
 PF7/BACKWARD PF8/FORWARD PF9/ PF10/ PF11/ PF12/MENU

TAXPAYER NAME Lawanda & Anthony Mann	<input type="checkbox"/> REQUEST FOR TAX CREDIT <input checked="" type="checkbox"/> REQUEST FOR REFUND	
	Digest Year 2016/2017	Bill Number AUN8975
ADDRESS 711 Hickory Bluff Rd	Due Date 3/11/16	Tax Amount Due 293.71 272.71
	Date Paid 3/19/16 ? 3-11-16	Amount Paid 293.71 272.71
WAVERLY GA 31565		
DESCRIPTION OF PROPERTY 2009 BMW 5UXFG43599L223832		

I hereby request (credit/refund) for State, County, and School Taxes in the amount of \$ 272.71 ~~293.71~~ illegally or erroneously assessed against me. My claim is based upon the following facts.

Sold the above described car on 3/11/16, the day the tax period was to begin. Purchased new car on that same day. Got permanent tag on new car on 4/12/16. The same day I originally filed for this refund request. (Lost in tag office)

I DO DO NOT request a hearing before the county governing authority concerning this claim.

TAXPAYERS SIGNATURE *Abdul* DATE 8/19/16

NOTE: Request for a tax credit must be filed before the date taxes become delinquent, otherwise taxes must be paid as charged and a refund requested. Disagreement by Tax Collector/Commissioner and/or Board of Assessors does not bar relief. The final authority to approve your request is vested with the County Governing Authority.

DISPOSITION

SIGNATURE: TAX COMMISSIONER *Beth Sales* AGREES DATE

COMMENTS

SIGNATURE: TAX ASSESSORS *!* AGREES DISAGREES DATE

COMMENTS

SIGNATURE: COUNTY GOVERNING AUTHORITY AGREES DISAGREES DATE

COMMENTS

	ORIGINAL LIABILITY ON DIGEST	RELIEF GRANTED	REVISED LIABILITY
GROSS ASSESSMENT:			0
TAX: State			0
County M&O			0
County Bond			0
School M&O			0
JDA			0
Adm Fee			0.
Svc district 43			0
TOTAL			0

reval 8-22-16

BETH SOLES
CAMDEN COUNTY TAX COMMISSIONER

PO BOX 698
WOODBINE GA 31569
(912) 576-3248

LAWANDA FOUNTAIN MANN
2009 BMW MP
SUXFG43599L223832
771413111434018
0960 03/11/2016 CCV

PURCH DT: 09/17/2009

12242136

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

SUXFG43599L223832 - 2009 BMW X6 MP
Tag Number: AUN8975 Expires: 03/11/2017
Valuation: 166249 \$9210 Tag Fee: 20.00
Title Number: 771413111434018 Equip. No:
County: 096 District: 43 Mill Rate: 29.6100 Fuel: G 4
Farm Vehicle? N GVW: Color: RED
Classification: PASSENGER CAR/LIGHT TRUCKS
Insurance Status: VALID INSURANCE COVERAGE
Customer 1 No: 000034721352 Customer 2 No: 000034721351

MAIL FEE 1.00
STANDARD TAG FEE 20.00
2016 AD VALOREM TAX 272.71
TOTAL FEES PAID 293.71

LAWANDA FOUNTAIN MANN
ANTHONY BOYCE MANN
711 HICKORY BLUFF DR
WAVERLY GA 31565-2601

IT IS YOUR RESPONSIBILITY
TO RENEW WHETHER OR
YOU RECEIVE
PRIOR NOTIFICATION BY MAIL



CHKK
THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES ***

Signature: _____

*This is a copy
of the 1st request
for refund filed with
tax office on 4/12/16
ABM*

Georgia DOR Refund Request - Registration, Title and/or Insurance Fees

A. Vehicle Owner/Requestor Information

Full, Legal Name of Person/ Business Requesting a Refund <i>Lawanda & Anthony Mann</i>		Date <i>8-22-16</i>	
Street Address <i>711 Hickory Bluff Road</i>			
City <i>Waverly</i>	State <i>Ga</i>	Zip Code <i>31565</i>	Daytime Telephone Number <i>(912) 223-4446</i>
Customer #1 ID Number (from original payment receipt) <i>034721352</i>	Social Security # (if Individual & payment made to DOR)	Driver's License # & State of Issue (if Individual & payment made to County Tag Office) <i>034721352</i>	EIN (Employer ID # if business)

B. Vehicle Information

Vehicle Year <i>2009</i>	Vehicle Make <i>BMW</i>	Current Tag Number <i>AUN 8975</i>	Vehicle ID Number/Manufacturer's ID Number <i>5UXFG4399L223832</i>
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C. I request a refund of the following fee paid directly to the State of Georgia or to my County Tag Agent on behalf of the State of Georgia for the following authorized reason(s). Please check applicable reason(s).
Receipt must accompany refund requests.

State Fee Type	Amount	County Where Fees Paid	Date Fees Paid
Registration Fee	\$ <i>20.00</i>	<i>Camden</i>	<i>3-11-2016</i>
Prestige/Special Tag Mfg. Fee/Renewal Fee	\$		
Title Application Fee	\$		
Title Application Penalty Fee	\$		
Title Special Handling Fee	\$		
Insurance Lapse Fee	\$		
Insurance Re-Instatement Fee	\$		
State Fee Type	Reason(s) for Refund Request		
Registration Fee	<input type="checkbox"/> (1) Existing license plate to transfer, new tag not needed. <input type="checkbox"/> (2) Vehicle not owned during the owner's registration period. <input type="checkbox"/> (3) Owner paid registration fee for license plate and qualified for a free license plate in same plate category.		
Prestige/Special Tag Mfg. Fee/Renewal Fee	<input type="checkbox"/> (4) Minimum number of applications not received and special license plate will not be manufactured. <input type="checkbox"/> (5) Prestige license plate combination disapproved or manufactured incorrectly and owner no longer wants a prestige license plate. <input type="checkbox"/> (6) Owner paid manufacturing and/or special tag renewal fee for special license plate and qualified for a free license plate in same special license plate category. <input type="checkbox"/> (7) Special Prestige tag was issued to wrong customer. <input type="checkbox"/> (8) Owner is not eligible for special license plate category.		
Title Application, Special Handling, Penalty Fee	<input type="checkbox"/> (9) Georgia does not title this vehicle type/year. <input type="checkbox"/> (10) Vehicle owner is not a Georgia resident. <input type="checkbox"/> (11) Vehicle owner is a state/federal agency. <input type="checkbox"/> (12) Title Approval/Rejection not expedited. <input type="checkbox"/> (13) Penalty fee is not due.		
Insurance	<input type="checkbox"/> (14) There was not a lapse in insurance coverage. <input type="checkbox"/> (15) Restoration fee not due because there was not a lapse in insurance coverage, termination of insurance and/or fee was received by deadline.		

Both Non of these apply? Registration period began on 2-1-16

Printed Name & Title if Refund Request is for a Business

BETH SOLES
CAMDEN COUNTY TAX COMMISSIONER
PO BOX 698
WOODBINE GA 31569
(912) 576-3248

LAWANDA FOUNTAIN MANN
2009 BMW MP
SUXFG43599L223832
771413111434018
0960 03/11/2016 CCV

PURCH DT: 09/17/2009

12242136

MAIL FEE	1.00
STANDARD TAG FEE	20.00
2016 AD VALOREM TAX	272.71
TOTAL FEES PAID	293.71

STATE OF GEORGIA
MOTOR VEHICLE REGISTRATION

SUXFG43599L223832 - 2009 BMW X6 MP
Tag Number: AUN8975 Expires: 03/11/2017
Valuation 166249 \$9210 Tag Fee: 20.00
Title Number: 771413111434018 Equip. No:
County: 096 District: 43 Mill Rate: 29.6100 Fuel: G
Farm Vehicle? N GVW: Color: RED
Classification: PASSENGER CAR/LIGHT TRUCKS
Insurance Status: VALID INSURANCE COVERAGE
Customer 1 No: 000034721352 Customer 2 No: 000034721351



IT IS YOUR RESPONSIBILITY
TO RENEW WHETHER OR
YOU RECEIVE
PRIOR NOTIFICATION BY MAIL

LAWANDA FOUNTAIN MANN
ANTHONY BOYCE MANN
711 HICKORY BLUFF DR
WAVERLY GA 31565-2601

CHCK
THIS IS NOT A BILL
THIS IS YOUR RECEIPT
*** RETAIN FOR TAX PURPOSES ***

Signature: _____

*This is a copy
of the 1st receipt
for refund filed with
tag office on 4/12/16
ABM*

Georgia DOR Refund Request - Registration, Title and/or Insurance Fees

A. Vehicle Owner/Requestor Information

Full, Legal Name of Person/ Business Requesting a Refund <i>Lawanda & Anthony Mann</i>		Date <i>8-22-16</i>	
Street Address <i>711 Hickory Bluff Road</i>			
City <i>Waverly</i>	State <i>GA</i>	Zip Code <i>31565</i>	Daytime Telephone Number <i>(912) 223-4446</i>
Customer #1 ID Number (from original payment receipt) <i>034721352</i>	Social Security # (if Individual & payment made to DOR)	Driver's License # & State of Issue (if Individual & payment made to County Tag Office) <i>034721352</i>	EIN (Employer ID # if business)

B. Vehicle Information

Vehicle Year <i>2009</i>	Vehicle Make <i>BMW</i>	Current Tag Number <i>AUN 8975</i>	Vehicle ID Number/Manufacturer's ID Number <i>5UXFG4399L223832</i>
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C. I request a refund of the following fee paid directly to the State of Georgia or to my County Tag Agent on behalf of the State of Georgia for the following authorized reason(s). Please check applicable reason(s). Receipt must accompany refund requests.

State Fee Type	Amount	County Where Fees Paid	Date Fees Paid
Registration Fee	\$ <i>20.00</i>	<i>Camden</i>	<i>3-11-2014</i>
Prestige/Special Tag Mfg. Fee/Renewal Fee	\$		
Title Application Fee	\$		
Title Application Penalty Fee	\$		
Title Special Handling Fee	\$		
Insurance Lapse Fee	\$		
Insurance Re-Instatement Fee	\$		
State Fee Type	Reason(s) for Refund Request		
Registration Fee	<input type="checkbox"/> (1) Existing license plate to transfer, new tag not needed. <input type="checkbox"/> (2) Vehicle not owned during the owner's registration period. <input type="checkbox"/> (3) Owner paid registration fee for license plate and qualified for a free license plate in same plate category.		
Prestige/Special Tag Mfg. Fee/Renewal Fee	<input type="checkbox"/> (4) Minimum number of applications not received and special license plate will not be manufactured. <input type="checkbox"/> (5) Prestige license plate combination disapproved or manufactured incorrectly and owner no longer wants a prestige license plate. <input type="checkbox"/> (6) Owner paid manufacturing and/or special tag renewal fee for special license plate and qualified for a free license plate in same special license plate category. <input type="checkbox"/> (7) Special Prestige tag was issued to wrong customer. <input type="checkbox"/> (8) Owner is not eligible for special license plate category.		
Title Application, Special Handling, Penalty Fee	<input type="checkbox"/> (9) Georgia does not title this vehicle type/year. <input type="checkbox"/> (10) Vehicle owner is not a Georgia resident. <input type="checkbox"/> (11) Vehicle owner is a state/federal agency. <input type="checkbox"/> (12) Title Approval/Rejection not expedited. <input type="checkbox"/> (13) Penalty fee is not due.		
Insurance	<input type="checkbox"/> (14) There was not a lapse in insurance coverage. <input type="checkbox"/> (15) Restoration fee not due because there was not a lapse in insurance coverage, termination of insurance and/or fee was received by deadline.		

*Been
 Non of these
 apply? Registration
 period began on
 2-1-14*

Printed Name & Title if Refund Request is for a Business

Mc J & W
Ms Tyler

Georgia DOR Refund Request - Registration, Title and/or Insurance Fees

A. Vehicle Owner/Requestor Information

Full, Legal Name of Person/ Business Requesting a Refund Lawanda Fountain Mann			Date
Street Address 711 Hickory Bluff Drive			
City Waynesville	State GA	Zip Code 31565	Daytime Telephone Number 912-223-4446
Customer #1 ID Number (from original payment receipt)	Social Security # (if Individual & payment made to DOR)	Driver's License # & State of Issue (if Individual & payment made to County Tag Office)	EIN (Employer ID # if business)

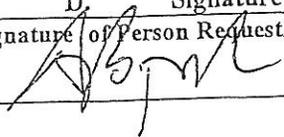
B. Vehicle Information

Vehicle Year 2009	Vehicle Make BMW x6	Current Tag Number AUV 8975	Vehicle ID Number/Manufacturer's ID Number 5UXFG43599L223832
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C. I request a refund of the following fee paid directly to the State of Georgia or to my County Tag Agent on behalf of the State of Georgia for the following authorized reason(s). Please check applicable reason(s). Receipt must accompany refund requests.

State Fee Type	Amount	County Where Fees Paid	Date Fees Paid
Registration Fee	\$ 293.71	Camden	3/9/16 (mailed)
Prestige/Special Tag Mfg. Fee/Renewal Fee	\$ 20.00		
Title Application Fee	\$		
Title Application Penalty Fee	\$		
Title Special Handling Fee	\$		
Insurance Lapse Fee	\$		
Insurance Re-Instatement Fee	\$		
State Fee Type	Amount	Reason(s) for Refund Request	
Registration Fee	293.71	<input type="checkbox"/> (1) Existing license plate to transfer, new tag not needed. <input checked="" type="checkbox"/> (2) Vehicle not owned during the owner's registration period. <input type="checkbox"/> (3) Owner paid registration fee for license plate and qualified for a free license plate in same plate category.	
Prestige/Special Tag Mfg. Fee/Renewal Fee	20.00	<input type="checkbox"/> (4) Minimum number of applications not received and special license plate will not be manufactured. <input type="checkbox"/> (5) Prestige license plate combination disapproved or manufactured incorrectly and owner no longer wants a prestige license plate. <input type="checkbox"/> (6) Owner paid manufacturing and/or special tag renewal fee for special license plate and qualified for a free license plate in same special license plate category. <input type="checkbox"/> (7) Special Prestige tag was issued to wrong customer. <input type="checkbox"/> (8) Owner is not eligible for special license plate category.	
Title Application, Special Handling, Penalty Fee		<input type="checkbox"/> (9) Georgia does not title this vehicle type/year. <input type="checkbox"/> (10) Vehicle owner is not a Georgia resident. <input type="checkbox"/> (11) Vehicle owner is a state/federal agency. <input type="checkbox"/> (12) Title Approval/Rejection not expedited. <input type="checkbox"/> (13) Penalty fee is not due.	
Insurance Fee		<input type="checkbox"/> (14) There was not a lapse in insurance coverage. <input type="checkbox"/> (15) Restoration fee not due because there was not a lapse in insurance coverage, termination of insurance and/or fee was received by deadline.	

D. Signature

Signature of Person Requesting Refund 	Printed Name & Title if Refund Request is for a Business
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CAMDEN COUNTY BOARD OF COMMISSIONERS

ADDED AGENDA ITEM: 10

SUBJECT: 2016 Sex Offender Registry Notification Act (SORNA) Program grant submittal

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

DATE: 9/19/2016

BUDGET INFORMATION:

REVENUES: 20,000

EXPENSES: 20,000

FUNDING SOURCE: Grant request

COMMISSION ACTION REQUESTED ON: 9/20/2016

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the grant submittal of the SORNA grant program through the Criminal Justice Coordinating Council. Funds can only be used to purchase digital fingerprinting and palm printing equipment.

FACTS & ISSUES:

- 1. This is the first time Camden County has considered application for said grant.
- 2. Awards are \$20,000 to purchase equipment.
- 3. No match is required.
- 4. SORNA aims to close potential gaps and loopholes that existed under prior laws, and to strengthen the nationwide network of sex offender registrations.

OPTIONS:

- 1. Motion to approve this item.
- 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,
Grants Manager*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Mike fender, Director

Board of County Commissioners September 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
Sept 19	Sept 20 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	Sept 21	Sept 22	Sept 23
Sept 26	Sept 27	Sept 28 Planning Commission Meeting 6:00 PM Annex - Kingsland	Sept 29	Sept 30

October 2016 Calendar

Monday	Tuesday	Wednesday	Thursday	Friday
October 3	October 4 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	October 5	October 6 Board of Assessor Regular Meeting 6:00 PM, Woodbine	October 7
October 10	October 11	October 12	October 13	October 14
October 17	October 18 Board of County Commissioners Regular Meeting 6:00 PM, Woodbine	October 19	October 20 Board of Assessor Regular Meeting 6:00 PM, Woodbine	October 21
October 24	October 25	October 26 Planning Commission Meeting 6:00 PM Annex - Kingsland	October 27	October 28
October 31				