



AGENDA

**Camden County Board of Commissioners
Teleconference Regular Meeting in accordance with
O.C.G.A. § 50-14-1(g) due to COVID19 Pandemic
Tuesday, July 14, 2020 ~ 6:00 PM**

Teleconference powered by Intellor

A participant may register for the conference at <https://ems8.intellor.com/?do=register&t=1&p=829601> after which s/he will receive an email containing dial-in numbers and a personalized access code.

Or simply call the following number and enter the access code followed by the # sign:

**US Toll Free: 1-877-369-5243
Enter Access Code: 0854041#**

Opening Ceremonies

- Invocation delivered by Commissioner Lannie Brant

Roll Call

Agenda Amendments

Adoption of Agenda

Approval of Minutes

- [June 16, 2020 Public Hearing and Regular Meeting minutes](#)

Presentations

- Introduction of Public Works Director Shalana McNamee by Deputy County Administrator Shawn Boatright
- Update by Emergency Management Director Chuck White regarding Covid-19 and Hurricane Preparedness.

Public Comments – Comments regarding items featured on the Agenda

This meeting will be conducted via teleconference (Intellor). Public Comments may be made by registering via the following link <https://ems8.intellor.com?do=register&t=1&p=827858> after which you will receive an email containing dial-in numbers and a personalized access code. If you have not registered and simply call the number provided instructions will be given by the moderator for those wishing to address the Board.

Public Comments can also be submitted via the Speaker Request Form located at <https://www.camdencountyga.gov/FormCenter/County-Administrator-8-8/Regular-Meeting-Speaker-Request-Form-43-43> and will be included in the official minutes.

Please adhere to Chapter 2, Article 2 Board of Commissioners, Sec. 2-33 Code of Conduct, (2) Members of the Audience which can be found at the following link: <https://www.camdencountyga.gov/ArchiveCenter/ViewFile/Item/628>

Adjourn Regular Meeting and Convene a Public Hearing

Public Hearing – Comments either in favor or in opposition of the item

- [Request to rezone two parcels at 11.6 acres each from Single-Family Residential \(R-1\) to Agricultural Forestry \(A-F\). Property is located on Burnt Fort Rd. Tax Map 063 042 & 063 042A. Jeffery Sellers, owner & applicant.](#)
- [Request for an alcohol license to Chetan Suthar and The Sunshine Food Mart for Retail Dealers of Malt Beverages, Beer and Wine. Located at 1160 Clarks Bluff Rd, Kingsland, Ga. 31548. Tax Map & Parcel 083 025.](#)
- [Amendments to the Unified Development Code Article 11, Division IV Flood Damage Prevention Ordinance.](#)

Adjourn Public Hearing and Convene a Solid Waste Authority Meeting (SWA)

SWA Roll Call

Adoption of SWA Agenda

SWA Approval of Minutes

- [June 2, 2020 SWA meeting minutes; June 11, 2020 Special Called meeting minutes](#)

SWA Public Comments

Solid Waste Director Kevin Barkley

1. [Approval of task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.](#)

Additional SWA Public Comments

Adjourn the SWA Meeting and Reconvene the BOCC Regular Meeting

Consent Agenda

1. [Approval of Professional Services Agreement with Nelson CFO, Inc.](#)
2. [Approval of purchase order for Granite Aggregate Base \(GAB\) and No. 4 Stone for Public Works.](#)
3. [Approval of task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.](#)

Regular Agenda

Planning & Development Director Joey Yacobacci

4. [Consideration of request for to rezone two parcels at 11.6 acres each from Single-Family Residential \(R-1\) to Agricultural Forestry \(A-F\). Property is located on Burnt Fort Rd. Tax Map 063 042 & 063 042A. Jeffery Sellers, owner & applicant.](#)
5. [Consideration of request for an alcohol license to Chetan Suthar and The Sunshine Food Mart for Retail Dealers of Malt Beverages, Beer and Wine. Located at 1160 Clarks Bluff Rd, Kingsland, Ga. 31548. Tax Map & Parcel 083 025.](#)

Scott Brazell, CRS, E & S Coordinator

6. [Consideration of adoption, in whole or part, the approval of changes made to the Unified Development Code Article 11, Division IV Flood Damage Prevention Ordinance.](#)

Board of County Commissioner

7. [Consideration of appointment to the Department of Family and Children Services Board.](#)

Joint Development Authority Director James Coughlin

8. [Consideration of Intergovernmental Agreement IGA for the Cumberland Inlet project in St. Marys.](#)

Reports

- [Calendar – July & August 2020](#)
- County Administrator Comments

Additional Public Comments

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Please adhere to Chapter 2, Article 2 Board of Commissioners, Sec. 2-33 Code of Conduct, (2) Members of the Audience which can be found at the following link: <https://www.camdencountyga.gov/ArchiveCenter/ViewFile/Item/628>

Adjournment

As set forth in the Americans with Disabilities Act of 1992, Camden County does not discriminate on the basis of disability, and will assist citizens with special needs, given proper notice. Please contact the Office of the County Clerk for assistance prior to the given meeting. We can be reached at 912.576.5651.

The closed caption link:

<https://www.captionedtext.com/client/event.aspx?CustomerID=2690&EventID=4508083>

**CAMDEN COUNTY, GEORGIA
BOARD OF COUNTY COMMISSIONERS
REGULAR MEETING
JUNE 16, 2020, 6:00 PM**

Present via Teleconference: Chairman James H. Starline; Vice-Chairman Gary Blount; Commissioner Lannie Brant; Commissioner Ben L. Casey; Commissioner Chuck Clark; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

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

Commissioner Lannie Brant delivered the invocation.

Agenda Amendments:

Removal of Public Hearing:

- Request for Special Use approval to install a Solar Power Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.

Removal of Item 11 under Regular Agenda:

11. Consideration of Request for Special Use approval to install a Solar Power 1 Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.

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

The motion carried unanimously.

Motion to Adopt the Agenda:

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

The motion carried unanimously.

Approval of the Minutes

- June 2, 2020 Public Hearing and Regular Meeting minutes; June 11, 2020 Special Called Meeting minutes

Commissioner Brant made a motion, seconded by Vice-Chairman Blount to approve the June 2, 2020 Public Hearing and Regular Meeting minutes, and the June 11, 2020 Special Called Meeting minutes.

The motion carried unanimously.

Presentations

- Proclamation recognizing the week of June 14-20, 2020 as National Waste & Recycling Workers Week

County Clerk Katie Bishop read the proclamation recognizing the week of June 14-20, 2020 as National Waste & Recycling Workers Week.

- Camden County's Paved Roadway Inventory and Assessment, in the category of Transportation, receives National Achievement Award from the National Association of Counties (NACo)

Claire Feazel recognized staff for receiving the National Achievement Award from the National Association of Counties (NACo) for the County's Paved Roadway Inventory and Assessment, in the category of Transportation.

Public Comments

No comments from the Public were offered during this time.

Public Hearing

- Request for Special Use approval to install a Solar Power Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.

This item was removed during agenda amendments.

Consent Agenda

1. Service agreements for the County's Hotel/Motel tax collection and distribution of the funds collected with the St. Marys Convention and Visitors Bureau Authority, Kingsland Convention and Visitors Bureau Authority, and the Camden County Chamber of Commerce.
2. Agreements with the City of Kingsland, City of St. Marys, and Public Service Authority to provide County Wellness Clinic services for the Fiscal Year 2021.

3. Agreement for Professional Services with Earl T. Martin, MD for Fiscal Year 2021.
4. Georgia Indigent Defense Services Contract.
5. Professional Services Agreement for the retaining of Legal Services with County Attorney John S. Myers.
6. E - 911 Agreement between Sheriff James K. Proctor and the Board of County Commissioners.
7. Contract for Services with Attorney Clyde Urquhart for Public Defender Services for Magistrate and Probate Court.
8. Camden County Humane Society Agreement.
9. Approval of software renewal for Camden County Information Technology Department.
10. Approval of purchase of audio visual equipment for Courts.

Commissioner Clark made a motion, seconded by Commissioner Brant to approve the Consent Agenda items as presented.

The motion carried unanimously.

Regular Agenda

11. Consideration of Request for Special Use approval to install a Solar Power 1 Generating Facility. Properties are located in Waverly and zoned A-F. Tax Map 047-001, 061-002C, 047-002 & 061-002B, Beltline Energy, applicant, Weyehaeuser, owner.

This item was removed during agenda amendments.

12. Consideration of appointment to the St. Marys River Management Committee.

Commissioner Casey made a motion, seconded by Vice-Chairman Blount to appoint Elizabeth King (resides on the St. Marys River), and Rick Frey (at-large member) to the St. Marys River Management Committee.

The motion carried unanimously.

13. Approval of Work Authorization 11102 SA#3 with Atlas Technical Consultants (formerly known as Moreland Altobelli) for the additional and rework tasks that is required by the Georgia Department of Transportation on the Kingsland By-Pass Phase II design.

Vice-Chairman Blount made a motion, seconded by Commissioner Brant to approve the Work Authorization 11102 SA#3 with Atlas Technical Consultants (formerly known as Moreland Altobelli) for the additional and rework tasks that is required by the Georgia Department of Transportation on the Kingsland By-Pass Phase II design.

The motion carried unanimously.

14. Approval of purchase of a Hydro Seeder for the Camden County Landfill.

Commissioner Brant made a motion, seconded by Commissioner Casey to award the bid to purchase a 2020 Turf Maker 550 Hydro-seeder for the Solid Waste Department from Delta Landscape Supply of Ga in the amount of \$29,000.00.

The motion carried unanimously.

15. Consideration of a line of credit for the General Fund.

Vice-Chairman Blount made a motion, seconded by Commissioner Clark to approve the line of credit, in the amount of three million dollars (\$3,000,000.00), with Southeastern Bank and authorize Chief Financial Officer Nancy Gonzalez, and Finance Director Janice Beckham to sign all necessary documents.

The motion carried unanimously.

Reports

- **Calendar – June & July**

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

- **County Administrator Comments**

County Administrator Steve Howard announced that he would like to applaud the Public Works department, Deputy County Administrator Shawn Boatright, Roberts Civil Engineering and any third parties recognized for their hard work on Camden County's Paved Roadway Inventory and Assessment, which was recently recognized in the category of Transportation, to receive the National Achievement Award from the National Association of Counties (NACo). He announced that Camden County has received 22 awards on a State-wide level.

Additional Public Comments

No additional comments were offered during this time.

Adjournment:

Commissioner Clark made a motion, seconded by Commissioner Brant to adjourn the June 16, 2020 regular meeting. The vote was unanimous to adjourn the meeting at 6:26 PM.

The motion carried unanimously.

DRAFT

Camden County Solid Waste Authority (SWA)
Via Teleconference
Tuesday, June 2, 2020

The Camden County Solid Waste Authority (SWA) held a special called meeting on Tuesday, June 2, 2020, at 6:23 p.m. via Teleconference.

Present: James H. Starline; Lannie Brant; Ben Casey; Gary Blount; Chuck Clark, County Administrator Steve Howard; County Attorney John S. Myers; and County Clerk Kathryn A. Bishop.

Chairman Starline convened the Solid Waste Authority Meeting at 6:23 PM.

Solid Waste Authority Meeting (SWA)

Adoption of SWA Agenda

Lannie Brant made a motion, seconded by Gary Blount to approve the SWA agenda as presented.

The motion carried unanimously.

SWA Approval of Minutes

- February 4, 2020 SWA meeting minutes

Lannie Brant made a motion, seconded by Gary Blount to approve the SWA February 4, 2020 minutes.

The motion carried unanimously.

SWA Public Comments

No comments were offered during this time.

SWA Agenda

1. Consideration to approve request from Advanced Disposal for a rate adjustment.

Ben Casey made a motion, seconded by Lannie Brant to deny the request from Advanced Disposal for a rate adjustment.

The motion carried unanimously.

2. Approval of final drive repair to D6 dozier.

Lannie Brant made a motion, seconded by Chuck Clark to approve the final drive repair to D6 dozier.

The motion carried unanimously.

Additional SWA Public Comments

No comments were offered during this time.

SWA Adjournment and Reconvene Regular Meeting

Lannie Brant made a motion, seconded by Gary Blount to adjourn the SWA meeting and reconvene the Regular Meeting at 6:31 PM.

The motion carried unanimously.

**Camden County Solid Waste Authority (SWA)
Special Called Meeting via Teleconference
Thursday, June 11, 2020**

The Camden County Solid Waste Authority (SWA) held a Special Called meeting on Thursday, June 11, 2020, at 6:03 p.m. via Teleconference.

Present via Teleconference: James H. Starline; Gary Blount; Lannie Brant; Ben L. Casey; Chuck Clark; County Administrator Steve Howard; Deputy County Administrator Shawn Boatright; County Attorney John S. Myers and County Clerk Kathryn A. Bishop.

Adoption of SWA Special Called Agenda

Gary Blount made a motion, seconded by Chuck Clark to adopt the SWA special called agenda as presented.

The motion carried unanimously.

SWA Agenda

1. Adoption of the proposed Solid Waste Authority Fiscal Year 2021 Budget.

Lannie Brant made a motion, seconded by Gary Blount to approve the Curbside Collection and Solid Waste Authority Fiscal Year 2021 Budget.

The motion carried unanimously.

Additional SWA Public Comments

No comments were offered during this time.

SWA Adjournment

Gary Blount made a motion, seconded by Lannie Brant to adjourn the SWA Special Called Meeting and reconvene the Special Called Meeting at 6:06 PM.

The motion carried unanimously.

CAMDEN COUNTY BOARD OF COMMISSIONERS
SWA AGENDA ITEM: 1

SUBJECT: Approval of task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.

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

DATE: July 10, 2020

BUDGET INFORMATION:

EXPENSES:

ANNUAL: \$109530.00

CAPITAL:

OTHER:

FUNDING SOURCE: Solid Waste Authority (540-5-0000-52.1212)

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

To request that the Board of Commissioners:

- a. Approve of a task order # 2020-01 under the General Services Agreement with Atlantic Coast Consulting Inc. for Annual Environmental Monitoring for the Camden County MSW, C&D and Vacuna Rd Landfill Sites. See attached task order.
- b. This is Georgia DNR/EPD requirements for Environmental Monitoring and reporting for the Camden County Landfill sites.

HISTORY:

1. ACC has been providing the environmental monitoring services and reporting to Ga. DNR/EPD as required by our permits.
2. These services and reporting are for the FY2021 budget year. Performed by ACC every quarter.

FACTS & ISSUES:

1. ACC has been providing engineering services and environmental Monitoring for the Solid Waste Authority, at all the Camden County Landfill Sites.
2. ACC will provide collection, testing, engineering analysis and reporting to Ga. DNR/EPD as required by the landfill permits.

OPTIONS:

1. Approve the request for the task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Environmental Monitoring provided by Atlantic Coast Consulting, Inc.
2. Decline the request for the task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.
3. Table this issue

DEPARTMENT RECOMMENDED ACTION:

1. Department recommends approval for the request task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.

DEPARTMENT:

Prepared by:

*Kevin Barkley,
Senior Director, SWA*

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

*Nancy Gonzalez,
Interim CFO*

TASK ORDER NO. 2020-01

To the AGREEMENT FOR GENERAL CONSULTING SERVICES For FY 2021 Environmental Monitoring

This Task Order, made and entered into by and between CAMDEN COUNTY SOLID WASTE AUTHORITY hereinafter called the "CLIENT" and ATLANTIC COAST CONSULTING, INC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto on April 16, 2019.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CLIENT with Environmental Monitoring at the CLIENT'S three landfills: S.R. 110 C/D/I Landfill (Permit No. 020-019D(C&D)), S.R. 110 MSW Landfill (Permit No. 020-017D(MSWL)), and Vacuna Road Landfill (Permit No. 020-012D(SL)).

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated May 18, 2020 is enumerated in Exhibit A. It is entitled *Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills, May 18, 2020* and consists of eight (8) pages.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (Exhibit A) of this Task Order, the CLIENT shall pay the CONSULTANT for this Task Order as enumerated in the attached Exhibit B (one page) entitled *Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills, May 18, 2020*.

TASK ORDER NO. 2020-01

To the AGREEMENT FOR GENERAL CONSULTING SERVICES
For
FY 2021 Environmental Monitoring

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the _____ day of _____, 2020.

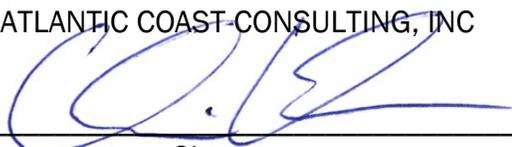
CAMDEN COUNTY SOLID WASTE
AUTHORITY

By: _____
Signature

Print Name

Title: _____

ATLANTIC COAST CONSULTING, INC

By:  _____
Signature

Chris A. Klamke
Print Name

Title: _____
Chief Operating Officer

TASK ORDER NO. 2020-01

Exhibit A

SCOPE OF SERVICES

Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills May 18, 2020

Task 1 – Groundwater and Surface-Water Monitoring and Reporting

Groundwater monitoring wells, surface water monitoring points, and underdrains will be sampled as required by Georgia Environmental Protection Division (EPD) Rules of Georgia and the approved Groundwater Monitoring Plan for each facility. Each facility has specific sampling requirements (SR 110 MSW site is in detection monitoring, SR 110 C/D/I Site has an assessment monitoring plan, and the Vacuna Road Landfill has a Corrective Action Plan). The site-specific sampling requirements are specified in the attached Table A for each site. Prior to sampling, water levels will be measured and the wells will be purged. Samples will be collected in laboratory-provided containers for shipment to the laboratory. Chain-of-custody documentation will be maintained for the collected samples. Temperature, pH, turbidity, and conductivity will be measured in the field and recorded. Per EPD requirements, groundwater wells at all three landfills are purged and sampled utilizing “low-flow-minimal drawdown” procedures.

Groundwater, surface-water, and underdrains will be analyzed semi-annually for parameters listed in the approved monitoring plan. Parameters and quantities are estimated on the attached Table A for each site. Adjustments may need to be made to reflect changing groundwater conditions.

Upon receipt of analytical data, CONSULTANT will perform the necessary evaluation and prepare a monitoring report. The report will include at a minimum:

- A potentiometric map and calculated groundwater flow rate;
- Statistical analysis of the groundwater data;
- A summary and evaluation of the analytical data; and
- Copies of the laboratory certificates of analysis.

A digital copy of the report will be uploaded to the Georgia EPD Online System (GEOS) for final review/submittal by the CLIENT. The CONSULTANT will provide one hard copy of the report to the CLIENT for the landfill operating record.

The Vacuna Road Landfill Corrective Action Plan requires an Annual Corrective Action Progress Report (CAPR). Each CAPR report is completed in conjunction with the first semi-annual sampling/reporting event, after collection of the Monitored Natural Attenuation Parameters. Estimated costs for this task are included in Task 4.

Task 2 – Methane Monitoring and Reporting

Methane and oxygen concentrations will be measured and recorded at methane monitoring locations at S.R. 110 MSW Landfill, S.R. 110 C/D/I Landfill, and the closed Vacuna Road Landfill. Methane monitoring will be completed in accordance with the EPD approved Methane Monitoring Plan for each site. On-site structures and any off-site structure within 300 feet of the landfill property boundary will be monitored (as required) and results presented in the methane report.

TASK ORDER NO. 2020-01

Exhibit A

SCOPE OF SERVICES

Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills May 18, 2020

Methane measurements will be collected as follows:

- Check equipment calibration and proper operation;
- Insert methane tube and cover well or bar-punch hole; and
- Monitor levels until they stabilize and record measurement on field form.

Methane measurements will be made using a meter suitable for landfill methane monitoring.

Measurements will be recorded on the EPD-approved Periodic Methane Monitoring Report Form SWM-19. In addition to recording methane and oxygen levels from monitoring wells, the following will be observed and documented on the form as required by EPD:

- Soil Conditions;
- Weather Conditions;
- Temperature;
- Barometric Conditions;
- Relative Humidity;
- Water Table Conditions (recent potentiometric map); and
- Survey vegetated areas and note areas where stress is evident.

A copy of the most recent potentiometric surface map will be included with each methane report, as required by EPD methane monitoring protocols. The potentiometric surface map will be updated semi-annually. A methane well construction and bar-punch summary table that includes surveyed elevation and depth to well bottom is to be included with each potentiometric surface map.

Results of the methane monitoring event and necessary documentation will be uploaded to GEOS, within 14 days of collecting field data, for final review/submittal by the CLIENT. If an exceedance is detected, the CLIENT will be verbally notified prior to EPD submittal. Effort for follow-up visits or monthly monitoring can be provided on an hourly basis (budget to be reviewed and approved by the CLIENT on an as needed basis). This contract includes effort for four (4) quarterly events per year, for all three landfills, to be completed in January, May, July, and November.

Task 3 – Leachate Monitoring and Reporting

The CONSULTANT will collect leachate samples from one location on a quarterly basis and one location on a semi-annual basis at the S.R. 110 MSW Landfill. Leachate sampling will be performed in accordance with the Design and Operational (D&O) Plan requirements. Leachate will be sampled annually for 40 Code of Federal Regulations (CFR) 258 Appendix I parameters and permit specific parameters quarterly, as listed in the D&O Plan (see Table A for SR 110 MSW Facility). The leak detection system, associated with the leachate pond, will be sampled semi-annually (if liquid is present) for parameters listed in the D&O Plan. The leachate monitoring laboratory analytical results will be provided to the CLIENT for placement in the operating record.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Task 4 – Vacuna Road Landfill Annual Corrective Action Progress Reporting

In accordance with the EPD-approved Corrective Action Plan for the Vacuna Road Landfill, CONSULTANT will prepare an evaluation of the Monitored Natural Attenuation data. This report will be prepared annually and will include:

1. Time vs. concentration plots of the contaminants demonstrating any trends
2. An estimation of the linear size of the contaminant plume along with any changes in the plume geometry.
3. Hydraulic information across the site including any changes to the hydraulic gradient or the groundwater flow direction.
4. A statement that the goals of the corrective action are being achieved or not being achieved.
5. Recommendations as to whether any changes are necessary to achieve the corrective action goals.

Also, in accordance with EPD comments, the Performance Monitoring Plan in the Corrective Action Progress Report will include the following field parameters: dissolved oxygen and oxidation-reduction potential (ORP). In order to monitor whether groundwater geochemical conditions are favorable to natural attenuation of the plume, groundwater samples from all the wells are analyzed once a year for methane, total and ferrous iron, nitrate, sulfate and sulfide, and chloride. This geochemical data will be evaluated to determine the effectiveness of the corrective actions and documented in the Annual Corrective Action Progress Report.

Cost Assumptions

The cost for this scope of work is presented in Exhibit B and is based on the following assumptions:

- CONSULTANT shall have access to the site during normal business hours;
- The CLIENT shall maintain open access to the monitoring locations;
- Monitoring parameters and analysis included in this contract are as summarized on Table A for each landfill. Adjustments to the analyses listed on this Table and resulting cost modifications (if required) will be made and reviewed with the CLIENT throughout the year if monitoring requirements change;
- Resampling events, response to EPD comments, alternate source demonstrations, etc. can be completed on an as needed basis at additional cost in accordance with our General Services contract.
- Any additional effort resulting from new environmental monitoring requirements from the five-year permit review process and approval (if approved during this contract period), for the SR 110 MSW Landfill, can be completed on an as needed basis at additional cost in accordance with our General Services contract.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 MSWLF - Permit No. 020-017D(MSWL)

Groundwater

Well ID	Type	Monitoring Status	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N1	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N2	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N3*	Upgradient	Detection	Appendix I VOCs & Metals	Water Level Only
GWB-N1	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N2	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N3	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N4	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N1	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N2	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N3	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-3	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-4	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-5	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-6	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-12	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-13	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-14	Downgradient	Not Applicable	Water Level Only	Water Level Only
GWC-15	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-1	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-2	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-8	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-10	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-16	Downgradient	Not Applicable	Water Level Only	Water Level Only

Notes: Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

All wells are sampled via Low Flow (Minimal Drawdown) purging per the approved Minor Modification.

Appendix I refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

* Deep well sampled annually during first (May) event.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A (Continued)
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 MSWLF - Permit No. 020-017D(MSWL)

Surface Water

Location	Type	First & Second Semi-Annual List
SWA-1	Upgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-1	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-2	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-3	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC

Notes: GA Table 1 metals: As, Ba, Cd, Cr, Pb, Ni, Ag, Se, Zn, Hg.
COD = chemical oxygen demand, Cl⁻ = chlorides, TOC = total organic carbon
Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

Leachate

Location	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
LP/LT-1	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, Appendix I	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs
LDS-1	NR	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	NR	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs

Notes: Appendix I refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).
T-Alk = total alkalinity, COD = chemical oxygen demand, SC = specific conductance, Cl⁻ = chlorides, TDS = total dissolved solids.
Metals = As, Ba, Cd, Cu, Pb, Ni, Ag, Se, Zn, Sn; VOCs = 1,1,1-trichloroethane, 1,1-dichloroethene, 1,2-dichlorobenzene, 1,4-dichlorobenzene, benzene, carbon tetrachloride, trichloroethene, vinyl chloride.
Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 C/D/I - Permit No. 020-019D(C&D)

Groundwater

Well ID	Type	Monitoring Status	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	Detection	Appendix II, III	Appendix I, verified Appendix II, Appendix III
GWA-5	Upgradient	Detection	Appendix I	Appendix I
GWA-6	Upgradient	Detection	Appendix I	Appendix I
GWB-1	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-2	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-3	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-4	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-5	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-8	Sidegradient	Detection	Appendix I	Appendix I
GWB-9	Sidegradient	Detection	Appendix I	Appendix I
GWC-1	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-2	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-3	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-4	Downgradient	Detection	Appendix II, III, + 2,3,7,8-TCDD	Appendix I, verified Appendix II, Appendix III
GWC-5	Downgradient	Detection	Appendix I	Appendix I
GWC-6	Downgradient	Detection	Appendix I	Appendix I
GWC-7	Downgradient	Detection	Appendix I	Appendix I
GWC-8	Downgradient	Detection	Appendix I	Appendix I
GWC-9	Downgradient	Detection	Appendix I	Appendix I
GWC-10	Downgradient	Detection	Appendix I	Appendix I
GWC-11	Downgradient	Detection	Appendix I	Appendix I
GWC-12	Downgradient	Detection	Appendix I	Appendix I
GWC-13	Downgradient	Detection	Appendix I	Appendix I
GWC-14	Downgradient	Detection	Appendix I	Appendix I
GWC-15R	Downgradient	Detection	Appendix I	Appendix I
GWC-16	Downgradient	Detection	Appendix I	Appendix I
PP-1	N/A	N/A	Water Level Only	Water Level Only
PP-2	N/A	N/A	Water Level Only	Water Level Only
PP-3	N/A	N/A	Water Level Only	Water Level Only
PP-4	N/A	N/A	Water Level Only	Water Level Only

Notes: Appendix I/II refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

Appendix III/IV refers to parameters listed in Appendix III of 40 CFR Part 257, Subpart D, 80 Fed. Reg. 21468, (April 17, 2015).

Parameters listed in 40 CFR Part 258 Appendix II or 40 CFR Part 257 Appendix IV would be collected if there is a statistically significant increase over background levels.

Because GWC-4 has entered assessment monitoring, per minor modification approved on March 29, 2012, it is also monitored for 2,3,7,8-TCDD annually.

Field parameters include pH, specific conductance, temperature, and turbidity.

All wells are sampled via Low Flow (Minimal drawdown) purging.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A (Continued)
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 C/D/I - Permit No. 020-019D(C&D)

Surface Water

Sample ID	Monitors	First & Second Semi-Annual List
SWC-1	Pond 1/Cell 1 underdrain	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-2	Cell 2 underdrain	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-3	Pond 2/Cell 3, 4, & 5 underdrains	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-4**	Pond 3/Cells 10, 11, 12, 13, 14	Georgia Table 1 Surface Water Parameters & Field Parameters
SWC-6	Pond 4/Cells 6A & 7A	Georgia Table 1 Surface Water Parameters & Field Parameters
SWC-7**	Pond 6/Cell 9B	Georgia Table 1 Surface Water Parameters & Field Parameters
Borrow Pit 1	former Borrow Pit 1 area	Appendix I Metals only
Borrow Pit 2	former Borrow Pit 2 area	Appendix I Metals only

Underdrains

Sample ID	Underdrain	Receiving Pond	1st Event Sampling Requirements	2nd Event Sampling Requirements
UD-1	Cell 1	Sediment Pond 1	Appendix I, III, & Field Parameters	Appendix I, III, & Field Parameters
UD-2	Cell 2	Ditch	Appendix I, III, & Field Parameters	Appendix I, III, & Field Parameters
UD-3*	Cell 3	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-4*	Cell 4	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-5*	Cell 5	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-6	Cell 6A	Sediment Pond 4	Appendix I & Field Parameters	Appendix I & Field Parameters
UD-7	Cell 7A	Sediment Pond 4	Appendix I & Field Parameters	Appendix I & Field Parameters

Notes: Georgia Table 1 Surface Water Parameters = chloride, total organic carbon, total cyanide, and chemical oxygen demand, arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, zinc.

Field parameters = temperature, pH, specific conductance, turbidity, and dissolved oxygen.

* Annually, during the first semi-annual event, dioxins and furans are sampled from this location if water is present.

** SWC-4 and SWC-7 will be phased in when the corresponding ponds are constructed.

**TASK ORDER NO. 2020-01
Exhibit A**

**SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020**

**Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County Vacuna Road Landfill - Permit No. 020-012D(SL)**

Groundwater

Well ID	Type	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWA-2	Upgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-1	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-2	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-3	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-3	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWA-1A	Sentinel	MNA	water level only
GWB-1A (MW-1)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-2A (MW-6)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1A (MW-2)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2A (MW-3)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2B (MW-4)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-3A (MW-5)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
Corrective Action Plan Wells			
GWA-3	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-4	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1B	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-4A	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-4B	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-5	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide

Notes: Field parameters include pH, specific conductance, temperature, turbidity, oxidation-reduction potential, and dissolved oxygen.

All wells must be sampled via Low-Flow (Minimal drawdown) purging per Minor Mod.

Monitored Natural Attenuation (MNA) parameters include: dissolved methane, total and ferrous iron, nitrate, sulfate, sulfide, and chloride - per EPD comment on CAP + total alkalinity, carbonate alkalinity, bicarbonate alkalinity, calcium, magnesium, potassium, sodium.

Analytical list per EPD-approved Corrective Action Plan.

App. I/II refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

Surface Water

Location	Type	First & Second Semi-Annual List
SWC-1	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC

Notes: GA Table 1 metals: As, Ba, Cd, Cr, Pb, Ni, Ag, Se, Zn, Hg.

COD = chemical oxygen demand, Cl⁻ = chlorides, TOC = total organic carbon

Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

TASK ORDER NO. 2020-01
Exhibit B

CONSULTANT'S COMPENSATION METHOD
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the lump sum prices shown below in this Exhibit B for the Task Order. These unit prices cover labor, equipment, and/or materials for each item below. The total fee will be the sum of the lump sum for each item multiplied by the actual quantities provided.

Lump Sum fees are as follows:

Task 1 - Groundwater and Surface Water Monitoring & Reporting

Site	Total Fee Semi-Annual Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$9,535	2	\$19,070
S.R. 110 C/D/I Landfill	\$23,345	2	\$46,690
Vacuna Road Landfill	\$14,145	2	\$28,290

Task 2 - Methane Monitoring

Site	Total Fee Quarterly Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$425	4	\$1,700
S.R. 110 C/D/I Landfill	\$925	4	\$3,700
Vacuna Road Landfill	\$425	4	\$1,700

Task 3 MSW Leachate Monitoring/Reporting

Site	Total Fee Quarterly Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$910	4	\$3,640

Task 4 Annual Corrective Action Reporting

Site	Total Fee Annual Reporting Event	Number of Events	Subtotal
Vacuna Road Landfill	\$4,740	1	\$4,740

Grand Total **\$109,530**

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 1

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

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

DATE: July 9, 2020

BUDGET INFORMATION: See Annex B, Payment Terms, Professional Services Agreement page 11

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

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

FACTS & ISSUES:

- 1. The agreement is for spaceport development support.
- 2. **At Will.** The County may terminate this agreement at any time upon sixty (60) days written notice.

OPTIONS:

- 1. Motion to approve the Professional Services Agreement for consulting services with NelsonCFO, Inc, *d.b.a. Nelson Aerospace Consulting Associates*.
- 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:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”), is made as of 1 July 2020 (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**”). This agreement is a follow-on revised agreement to a prior agreement (dated 1 July, 2019) between the parties.

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 by the project team including the Consultant 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); the hiring of an environmental analysis firm to perform a FAA/AST compliant Environmental Impact Statement (EIS); the publishing of a Draft EIS (DEIS) and the holding of public comment meetings by FAA/AST and the environmental analysis firm; the engagement with the United States Coast Guard (USCG) on the feasibility of establishing federally compliant safety zones near the proposed spaceport site; and the analysis and submission of an application necessary to obtain a launch site operator license (LSOL) from the FAA/AST.

B. Client, after having this success, desires to continue the spaceport development process with the Consultant including; follow up to the submission of the LSOL application to FAA/AST; coordinate with FAA spaceport licensing personnel 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; perform outreach and coordination with third parties who are potential and current users of spaceport facilities or facilities with the unique attributes that the spaceport and Camden County possess; 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 continued assistance from Consultant and additional subject matter experts who are subcontractors to Consultant, to continue to perform specific tasks and projects to meet the needs of the overall spaceport development and implementation process.

D. Consultant has deep prior expertise and experience with the Spaceport Camden project since 2015, and 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 an existing network of subject matter experts that have contributed to the Spaceport Camden project; has a special understanding of the financial and institutional needs and workings of the industry as it relates to the financial

markets and operational situations; has worked extensively with third parties who use spaceport facilities while also understanding the unique characteristics of the spaceport and county; 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 continue 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, as and when directed by Client. 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 written consent (email approval is a form of acceptable written 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 or potential Conflict of Interest is not cause for termination.

Section 3 - Term and Termination

Term. The **Initial Term** of performance of the prior agreement was from early 2015 to the 20 September 2016. A **Second Term** ran from 20 September 2016 through to 30 September 2017. A **Third Term** was agreed from 1 October 2017 to 31 December, 2018 with an automatic renewal Agreement on January 1, 2019. As of December 2018, it is the desire of Client to have Agreements synchronized with the Fiscal Year of Camden County which is a 1 July to 30 June calendar. The **Fourth Term** was from 8 January to 30 June 2019 and the **Fifth Term** was for the full fiscal year occurring from 1 July 2019 through 30 June 2020. This **Sixth Term** shall be from 1 July 2020 through 30 June 2021. With the signing of this Agreement and hence the commencement of this Sixth Term Agreement, the Fifth Term Agreement shall be mutually terminated by both parties. This 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. At the Consultant's discretion, Consultant shall also be allowed to provide hourly services to Client *pro bono* (at no charge), such hours to be reported on monthly invoices with other extra hours.

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. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected should be those that are well established, reasonable in price and conveniently located near the project travel location.

Invoices shall be paid within ten (10) working days of receipt at one of the Client addresses (including email address) in Section 11 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 or upon delivery of a deliverable marked with the Consultant's copyright, 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 and/or has been marked with Consultant's copyright, and/or if Client does not own all right, title, and interest to other material, Consultant hereby grants, conveys, and assigns to Client a global perpetual use license free of charge to such works and materials for their intended purpose(s). This global perpetual use license does not extend to third parties or the public for their use of the Consultant's copyrighted material or intellectual property. 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 (e.g., upon delivery of a deliverable with Consultant copyright logo) 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 through D 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 and Client acknowledges that products, software, and technical information (including, but not limited to, services and training) provided by the other Party 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. The Parties agree that they 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.

If to Client: County Administrator Camden County, Georgia 200 East 4 th Street PO Box 99 Woodbine, GA 31569 Attn: Steve Howard Email: showard@co.camden.ga.us Phone: +1-912-516-0464	If to Consultant: Andrew Nelson NelsonCFO, Inc. 2830 South Hulen Street #105 Fort Worth, TX 76109 Attn: Andrew Nelson Email: anelson2@gmail.com Phone: +1-617-899-8873
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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 11, if Consultant's or Client's address changes, Section 11 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

June 2020

June 2020

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 near the coastline of Camden County.

The County desires to continue the Consultant’s spaceport development support including: support of the submitted the LSOL application to FAA spaceport licensing activities and continue the appropriate coordination with FAA/AST and other elements of the FAA; upon direct tasking support the development of a Master Plan for the implementation of longer term strategic goals, prepare detailed tactical plans to meet the strategic goals, and identify the resources necessary to carry out these plans; as directed help execute against these plans, while monitoring the effectiveness of the plans and make adjustments as necessary; continue to coordinate with 3rd parties who are users or potential users of the spaceport and other related parties or entities; and to effectively communicate the objectives, plans and status of these efforts to persons or groups defined by the County.

A.2. High Level Tasking Description: In order to support the efforts described in A.1 above, Client desires continued assistance from Consultant and Consultant’s subcontractors to support the overall spaceport development process including, but not excluding other, day to day management of the efforts and other County defined 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

Upon tasking by the County, 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 – Space Information Contributor to Leidos / EIS for Camden County

At the County's direction, Consultant shall respond to requests for information by the FAA as it relates to EIS inquiries. Consultant shall, at the request of the County, participate in status meetings, progress reporting, and as needed, provide technical review and comments, with other County team members.

Work Package 3 – Development of Spaceport License Application

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

Consultant shall as necessary: evaluate the breadth and depth of expertise needed; recommend subcontractors and experts who may help efficiently and cost effectively to 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

When directed Consultant shall, with the County Administrator direction, and in the context of the larger and most recent County Strategic Plan, 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 focused on 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 Fourth Term of this Agreement NelsonCFO / NACA shall be paid a monthly retainer as shown below and any 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	\$2750/week up to 17 hrs/wk	\$11,000 / mo or \$13,500 / mo
2)		

B.2 - Hourly Rate: During the Fourth Term and any 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, will be communicated by Consultant to Client in writing (email shall suffice).

<u>Name</u>	<u>Hourly Rate</u>
1) Andrew Nelson	\$162/hour
2)	

B.3 – Subcontractors: During the initial term, subcontractors (subject matter experts and others important to the project) may be contracted through NelsonCFO / NACA 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) Aerospace Corp.	N/A	N/A (see firm fixed pricing in Annex C)
2) Suchan International	N/A	N/A (see firm fixed pricing in Annex D)
3)		
4)		

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. When on project travel, the daily allowance for meals shall use the daily amount for the city of visit as shown in the GSA schedule minus incidentals. Hotels selected should be those that are well established, reasonable in price and conveniently located near the project travel location.

B.5 - Billing and Payment: Payment shall be made by Client within ten (10) working days of receipt of invoice from Consultant (email shall suffice), when possible.

ANNEX C – Aerospace Corporation Pricing

C.1 Risk Analysis, Modeling and Inputs to 14 CFR Part 420 License: Aerospace Corporation of El Segundo, California (Risk Subject Matter Expert (SME)) shall be contracted by Consultant to perform certain risk analysis, modeling and simulation suitable for use in the Launch Site Operators License application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the Risk SME.

C.2 Firm Fixed Pricing: The Consultant shall be paid the following upon satisfactory completion of each priced task by the Risk SME. From time to time, tasks for the Risk SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the Risk SME. The prices to be paid for the following pre-defined tasks are as follows:

C.2.1	Initial Trajectory Model Development & Analysis:	\$25,230
C.2.2	Subsequent Trajectory Analysis:	\$2,728 (one principle variable modification)
		\$10,092 (completely new trajectory)
C.2.3	Launch Vehicle Trajectory Development:	\$2,728
C.2.4	Miscellaneous Tasking: (Client written (email) approval required)	\$TBD (will be priced upon definition of task)
C.2.4.1	Full Project Report (Phases 1-7, and 11-12):	\$30,000

ANNEX D – Suchan International Consulting, LLC

D.1 Review of Program Products for ITAR / MTCR Issues and Impacts: Suchan International Consulting, LLC (Export Licensing and ITAR / MTCR (ELIM) Subject Matter Experts (SMEs)) shall be contracted by Consultant to perform certain analysis for ITAR / MTCR and export licensing concerns, specifically for various program reports, documents, analysis, modeling and simulation information, and other Ad Hoc tasks, associated with the pursuit of a Launch Site Operators License (LSOL) application to be submitted pursuant to 14 CFR Part 420. The Statement of Work shall be defined in a separate subcontract between Consultant and the ELIM SME.

D.2 Firm Fixed Pricing and Hourly or Day Rates: The Consultant shall be paid the following upon satisfactory completion of each priced task by the ELIM SME. From time to time, tasks for the ELIM SME to perform shall be approved by Consultant after written (email acceptable) approval by Client. Client payments will be made within ten (10) working days of receipt of invoice in Consultant format. Consultant shall then pay the ELIM SME. The prices to be paid for the following pre-defined tasks are as follows:

D.2.1 Initial Document Review & Analysis:	\$1,500
D.2.2 Subsequent Ad Hoc Task: (Client written (email) approval required)	\$TBD (will be priced upon definition of task)
D.2.3 Hourly Tasks: (Client written (email) approval required)	\$400 / hour (will be priced upon definition of task)
D.2.4 Consulting Day Trips: (Client written (email) approval required)	\$1,000 / day plus expenses (will be priced upon definition of trip)

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 2

SUBJECT: Approval of purchase order for Granite Aggregate Base (GAB) and No. 4 Stone for Public Works.

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

DATE: 07/07/2020

BUDGET INFORMATION:

EXPENSES:

ANNUAL: \$39,425.00

FUNDING SOURCE: Public Works Budget

COMMISSION ACTION REQUESTED ON: July 14th 2020

PURPOSE:

To request that the Board of Commissioners:

- a. Approve the purchase order for Granite Aggregate Base (GAB) and No. 4 Stone for Public Works.

HISTORY:

- 1. The Public Works Department annually budgets for Granite Aggregate Base (GAB) and No. 4 Stone for utilization on County Dirt Roads.

FACTS & ISSUES:

- 1. Public Works is low on material and in need of replenishing their supply of both Granite Aggregate Base (GAB) and No. 4 Stone.
- 2. Two (2) quotes were received for both Granite Aggregate Base (GAB) and No. 4 Stone. The third bidder did not submit pricing.
- 3. Seaboard Construction submitted the lowest bid amount, but they do not offer delivery of the materials requested.
- 4. Therefore, Martin Marietta has been chosen as the most responsive bidder.

OPTIONS:

- 1. Approve the purchase order for Granite Aggregate Base (GAB) and No. 4 Stone from Martin Marietta for Public Works.
- 2. Decline the request.
- 3. Table this request.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Staff recommends to award bid to Martin Marietta in the amount of \$39,425.00

DEPARTMENT:

Prepared by:

*Shalana McNamee,
Public Works Director*

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

VENDOR: NORTON

atten: Karen

EMAIL/FAX NO.:

nortoninc@tds.net

JUNE 18 2020

CAMDEN COUNTY BOARD OF COMMISSIONERS - ROAD DEPARTMENT

RETURN BY FAX OR EMAIL TO: Kim Lacey * Fax # 912.576.3041 * Email - klacey@co.camden.ga.us

QUANTITY	DESCRIPTION	SIZE/LENGTH	GRADE	PRICE PER UNIT	TOTAL
200	#4 STONE - only in Granite ⁵⁵ _{per ton}	TONS			
	road - does not have any				
	7/2/2020				
	(PLEASE INCLUDE DELIVERY COSTS, IF ANY)				
	CAMDEN COUNTY ROAD DEPARTMENT				
	1004 BEDELL OLD PLANTATION ROAD				
	WOODBINE, GA. 31569-0099				
	revised 8/20/2018				

CAMDEN COUNTY BOARD OF COMMISSIONERS
CONSENT AGENDA ITEM: 3

SUBJECT: Approval of task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.

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

DATE: July 10, 2020

BUDGET INFORMATION:

EXPENSES:

ANNUAL: \$109530.00

CAPITAL:

OTHER:

FUNDING SOURCE: Solid Waste Authority (540-5-0000-52.1212)

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

To request that the Board of Commissioners:

- a. Approve of a task order # 2020-01 under the General Services Agreement with Atlantic Coast Consulting Inc. for Annual Environmental Monitoring for the Camden County MSW, C&D and Vacuna Rd Landfill Sites. See attached task order.
- b. This is Georgia DNR/EPD requirements for Environmental Monitoring and reporting for the Camden County Landfill sites.

HISTORY:

1. ACC has been providing the environmental monitoring services and reporting to Ga. DNR/EPD as required by our permits.
2. These services and reporting are for the FY2021 budget year. Performed by ACC every quarter.

FACTS & ISSUES:

1. ACC has been providing engineering services and environmental Monitoring for the Solid Waste Authority, at all the Camden County Landfill Sites.
2. ACC will provide collection, testing, engineering analysis and reporting to Ga. DNR/EPD as required by the landfill permits.

OPTIONS:

1. Approve the request for the task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Environmental Monitoring provided by Atlantic Coast Consulting, Inc.
2. Decline the request for the task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.
3. Table this issue

DEPARTMENT RECOMMENDED ACTION:

1. Department recommends approval for the request task order 2020-01 for the Camden County MSW, C&D and Vacuna Rd Landfills Annual Environmental Monitoring provided by Atlantic Coast Consulting, Inc.

DEPARTMENT:

Prepared by:

*Kevin Barkley,
Senior Director, SWA*

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

*Nancy Gonzalez,
Interim CFO*

TASK ORDER NO. 2020-01

To the AGREEMENT FOR GENERAL CONSULTING SERVICES For FY 2021 Environmental Monitoring

This Task Order, made and entered into by and between CAMDEN COUNTY SOLID WASTE AUTHORITY hereinafter called the "CLIENT" and ATLANTIC COAST CONSULTING, INC., hereinafter called the "CONSULTANT", shall be incorporated into and become a part of the AGREEMENT FOR GENERAL CONSULTING SERVICES (the "AGREEMENT") entered into by the parties hereto on April 16, 2019.

A. PURPOSE

This Task Order authorizes and directs the CONSULTANT to proceed with assisting the CLIENT with Environmental Monitoring at the CLIENT'S three landfills: S.R. 110 C/D/I Landfill (Permit No. 020-019D(C&D)), S.R. 110 MSW Landfill (Permit No. 020-017D(MSWL)), and Vacuna Road Landfill (Permit No. 020-012D(SL)).

B. CONSULTANT'S SCOPE OF SERVICES

The Scope of Services, dated May 18, 2020 is enumerated in Exhibit A. It is entitled *Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills, May 18, 2020* and consists of eight (8) pages.

C. CONSULTANT'S COMPENSATION

As consideration for providing the services enumerated within Item B (Exhibit A) of this Task Order, the CLIENT shall pay the CONSULTANT for this Task Order as enumerated in the attached Exhibit B (one page) entitled *Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills, May 18, 2020*.

TASK ORDER NO. 2020-01

To the AGREEMENT FOR GENERAL CONSULTING SERVICES
For
FY 2021 Environmental Monitoring

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on this, the _____ day of _____, 2020.

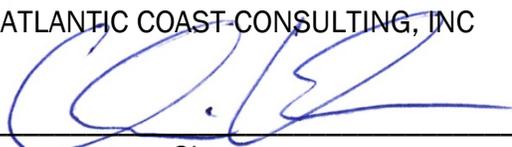
CAMDEN COUNTY SOLID WASTE
AUTHORITY

By: _____
Signature

Print Name

Title: _____

ATLANTIC COAST CONSULTING, INC

By:  _____
Signature

Chris A. Klamke
Print Name

Title: _____
Chief Operating Officer

TASK ORDER NO. 2020-01

Exhibit A

SCOPE OF SERVICES

Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills May 18, 2020

Task 1 – Groundwater and Surface-Water Monitoring and Reporting

Groundwater monitoring wells, surface water monitoring points, and underdrains will be sampled as required by Georgia Environmental Protection Division (EPD) Rules of Georgia and the approved Groundwater Monitoring Plan for each facility. Each facility has specific sampling requirements (SR 110 MSW site is in detection monitoring, SR 110 C/D/I Site has an assessment monitoring plan, and the Vacuna Road Landfill has a Corrective Action Plan). The site-specific sampling requirements are specified in the attached Table A for each site. Prior to sampling, water levels will be measured and the wells will be purged. Samples will be collected in laboratory-provided containers for shipment to the laboratory. Chain-of-custody documentation will be maintained for the collected samples. Temperature, pH, turbidity, and conductivity will be measured in the field and recorded. Per EPD requirements, groundwater wells at all three landfills are purged and sampled utilizing “low-flow-minimal drawdown” procedures.

Groundwater, surface-water, and underdrains will be analyzed semi-annually for parameters listed in the approved monitoring plan. Parameters and quantities are estimated on the attached Table A for each site. Adjustments may need to be made to reflect changing groundwater conditions.

Upon receipt of analytical data, CONSULTANT will perform the necessary evaluation and prepare a monitoring report. The report will include at a minimum:

- A potentiometric map and calculated groundwater flow rate;
- Statistical analysis of the groundwater data;
- A summary and evaluation of the analytical data; and
- Copies of the laboratory certificates of analysis.

A digital copy of the report will be uploaded to the Georgia EPD Online System (GEOS) for final review/submittal by the CLIENT. The CONSULTANT will provide one hard copy of the report to the CLIENT for the landfill operating record.

The Vacuna Road Landfill Corrective Action Plan requires an Annual Corrective Action Progress Report (CAPR). Each CAPR report is completed in conjunction with the first semi-annual sampling/reporting event, after collection of the Monitored Natural Attenuation Parameters. Estimated costs for this task are included in Task 4.

Task 2 – Methane Monitoring and Reporting

Methane and oxygen concentrations will be measured and recorded at methane monitoring locations at S.R. 110 MSW Landfill, S.R. 110 C/D/I Landfill, and the closed Vacuna Road Landfill. Methane monitoring will be completed in accordance with the EPD approved Methane Monitoring Plan for each site. On-site structures and any off-site structure within 300 feet of the landfill property boundary will be monitored (as required) and results presented in the methane report.

TASK ORDER NO. 2020-01

Exhibit A

SCOPE OF SERVICES

Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills May 18, 2020

Methane measurements will be collected as follows:

- Check equipment calibration and proper operation;
- Insert methane tube and cover well or bar-punch hole; and
- Monitor levels until they stabilize and record measurement on field form.

Methane measurements will be made using a meter suitable for landfill methane monitoring.

Measurements will be recorded on the EPD-approved Periodic Methane Monitoring Report Form SWM-19. In addition to recording methane and oxygen levels from monitoring wells, the following will be observed and documented on the form as required by EPD:

- Soil Conditions;
- Weather Conditions;
- Temperature;
- Barometric Conditions;
- Relative Humidity;
- Water Table Conditions (recent potentiometric map); and
- Survey vegetated areas and note areas where stress is evident.

A copy of the most recent potentiometric surface map will be included with each methane report, as required by EPD methane monitoring protocols. The potentiometric surface map will be updated semi-annually. A methane well construction and bar-punch summary table that includes surveyed elevation and depth to well bottom is to be included with each potentiometric surface map.

Results of the methane monitoring event and necessary documentation will be uploaded to GEOS, within 14 days of collecting field data, for final review/submittal by the CLIENT. If an exceedance is detected, the CLIENT will be verbally notified prior to EPD submittal. Effort for follow-up visits or monthly monitoring can be provided on an hourly basis (budget to be reviewed and approved by the CLIENT on an as needed basis). This contract includes effort for four (4) quarterly events per year, for all three landfills, to be completed in January, May, July, and November.

Task 3 – Leachate Monitoring and Reporting

The CONSULTANT will collect leachate samples from one location on a quarterly basis and one location on a semi-annual basis at the S.R. 110 MSW Landfill. Leachate sampling will be performed in accordance with the Design and Operational (D&O) Plan requirements. Leachate will be sampled annually for 40 Code of Federal Regulations (CFR) 258 Appendix I parameters and permit specific parameters quarterly, as listed in the D&O Plan (see Table A for SR 110 MSW Facility). The leak detection system, associated with the leachate pond, will be sampled semi-annually (if liquid is present) for parameters listed in the D&O Plan. The leachate monitoring laboratory analytical results will be provided to the CLIENT for placement in the operating record.

TASK ORDER NO. 2020-01

Exhibit A

SCOPE OF SERVICES

Camden County FY 2021 Environmental Monitoring Services at SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills May 18, 2020

Task 4 – Vacuna Road Landfill Annual Corrective Action Progress Reporting

In accordance with the EPD-approved Corrective Action Plan for the Vacuna Road Landfill, CONSULTANT will prepare an evaluation of the Monitored Natural Attenuation data. This report will be prepared annually and will include:

1. Time vs. concentration plots of the contaminants demonstrating any trends
2. An estimation of the linear size of the contaminant plume along with any changes in the plume geometry.
3. Hydraulic information across the site including any changes to the hydraulic gradient or the groundwater flow direction.
4. A statement that the goals of the corrective action are being achieved or not being achieved.
5. Recommendations as to whether any changes are necessary to achieve the corrective action goals.

Also, in accordance with EPD comments, the Performance Monitoring Plan in the Corrective Action Progress Report will include the following field parameters: dissolved oxygen and oxidation-reduction potential (ORP). In order to monitor whether groundwater geochemical conditions are favorable to natural attenuation of the plume, groundwater samples from all the wells are analyzed once a year for methane, total and ferrous iron, nitrate, sulfate and sulfide, and chloride. This geochemical data will be evaluated to determine the effectiveness of the corrective actions and documented in the Annual Corrective Action Progress Report.

Cost Assumptions

The cost for this scope of work is presented in Exhibit B and is based on the following assumptions:

- CONSULTANT shall have access to the site during normal business hours;
- The CLIENT shall maintain open access to the monitoring locations;
- Monitoring parameters and analysis included in this contract are as summarized on Table A for each landfill. Adjustments to the analyses listed on this Table and resulting cost modifications (if required) will be made and reviewed with the CLIENT throughout the year if monitoring requirements change;
- Resampling events, response to EPD comments, alternate source demonstrations, etc. can be completed on an as needed basis at additional cost in accordance with our General Services contract.
- Any additional effort resulting from new environmental monitoring requirements from the five-year permit review process and approval (if approved during this contract period), for the SR 110 MSW Landfill, can be completed on an as needed basis at additional cost in accordance with our General Services contract.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 MSWLF - Permit No. 020-017D(MSWL)

Groundwater

Well ID	Type	Monitoring Status	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N1	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N2	Upgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWA-N3*	Upgradient	Detection	Appendix I VOCs & Metals	Water Level Only
GWB-N1	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N2	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N3	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWB-N4	Sidegradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N1	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N2	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-N3	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-3	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-4	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-5	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-6	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-12	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-13	Downgradient	Detection	Appendix I VOCs & Metals	Appendix I VOCs & Metals
GWC-14	Downgradient	Not Applicable	Water Level Only	Water Level Only
GWC-15	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-1	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-2	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-8	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-10	Downgradient	Not Applicable	Water Level Only	Water Level Only
PGWC-16	Downgradient	Not Applicable	Water Level Only	Water Level Only

Notes: Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

All wells are sampled via Low Flow (Minimal Drawdown) purging per the approved Minor Modification.

Appendix I refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

* Deep well sampled annually during first (May) event.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A (Continued)
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 MSWLF - Permit No. 020-017D(MSWL)

Surface Water

Location	Type	First & Second Semi-Annual List
SWA-1	Upgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-1	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-2	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC
SWC-3	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC

Notes: GA Table 1 metals: As, Ba, Cd, Cr, Pb, Ni, Ag, Se, Zn, Hg.
COD = chemical oxygen demand, Cl⁻ = chlorides, TOC = total organic carbon
Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

Leachate

Location	1st Quarter	2nd Quarter	3rd Quarter	4th quarter
LP/LT-1	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, Appendix I	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs
LDS-1	NR	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs	NR	T-Alk, COD, SC, Cl ⁻ , sulfate, TDS, metals, VOCs

Notes: Appendix I refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).
T-Alk = total alkalinity, COD = chemical oxygen demand, SC = specific conductance, Cl⁻ = chlorides, TDS = total dissolved solids.
Metals = As, Ba, Cd, Cu, Pb, Ni, Ag, Se, Zn, Sn; VOCs = 1,1,1-trichloroethane, 1,1-dichloroethene, 1,2-dichlorobenzene, 1,4-dichlorobenzene, benzene, carbon tetrachloride, trichloroethene, vinyl chloride.
Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 C/D/I - Permit No. 020-019D(C&D)

Groundwater

Well ID	Type	Monitoring Status	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	Detection	Appendix II, III	Appendix I, verified Appendix II, Appendix III
GWA-5	Upgradient	Detection	Appendix I	Appendix I
GWA-6	Upgradient	Detection	Appendix I	Appendix I
GWB-1	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-2	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-3	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-4	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-5	Sidegradient	Detection	Appendix I, III	Appendix I, III
GWB-8	Sidegradient	Detection	Appendix I	Appendix I
GWB-9	Sidegradient	Detection	Appendix I	Appendix I
GWC-1	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-2	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-3	Downgradient	Detection	Appendix I, III	Appendix I, III
GWC-4	Downgradient	Detection	Appendix II, III, + 2,3,7,8-TCDD	Appendix I, verified Appendix II, Appendix III
GWC-5	Downgradient	Detection	Appendix I	Appendix I
GWC-6	Downgradient	Detection	Appendix I	Appendix I
GWC-7	Downgradient	Detection	Appendix I	Appendix I
GWC-8	Downgradient	Detection	Appendix I	Appendix I
GWC-9	Downgradient	Detection	Appendix I	Appendix I
GWC-10	Downgradient	Detection	Appendix I	Appendix I
GWC-11	Downgradient	Detection	Appendix I	Appendix I
GWC-12	Downgradient	Detection	Appendix I	Appendix I
GWC-13	Downgradient	Detection	Appendix I	Appendix I
GWC-14	Downgradient	Detection	Appendix I	Appendix I
GWC-15R	Downgradient	Detection	Appendix I	Appendix I
GWC-16	Downgradient	Detection	Appendix I	Appendix I
PP-1	N/A	N/A	Water Level Only	Water Level Only
PP-2	N/A	N/A	Water Level Only	Water Level Only
PP-3	N/A	N/A	Water Level Only	Water Level Only
PP-4	N/A	N/A	Water Level Only	Water Level Only

Notes: Appendix I/II refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

Appendix III/IV refers to parameters listed in Appendix III of 40 CFR Part 257, Subpart D, 80 Fed. Reg. 21468, (April 17, 2015).

Parameters listed in 40 CFR Part 258 Appendix II or 40 CFR Part 257 Appendix IV would be collected if there is a statistically significant increase over background levels.

Because GWC-4 has entered assessment monitoring, per minor modification approved on March 29, 2012, it is also monitored for 2,3,7,8-TCDD annually.

Field parameters include pH, specific conductance, temperature, and turbidity.

All wells are sampled via Low Flow (Minimal drawdown) purging.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A (Continued)
Summary of Groundwater & Surface Water Monitoring Plan
Camden County SR110 C/D/I - Permit No. 020-019D(C&D)

Surface Water

Sample ID	Monitors	First & Second Semi-Annual List
SWC-1	Pond 1/Cell 1 underdrain	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-2	Cell 2 underdrain	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-3	Pond 2/Cell 3, 4, & 5 underdrains	Georgia Table 1 Surface Water Parameters & Field Parameters, Appendix III
SWC-4**	Pond 3/Cells 10, 11, 12, 13, 14	Georgia Table 1 Surface Water Parameters & Field Parameters
SWC-6	Pond 4/Cells 6A & 7A	Georgia Table 1 Surface Water Parameters & Field Parameters
SWC-7**	Pond 6/Cell 9B	Georgia Table 1 Surface Water Parameters & Field Parameters
Borrow Pit 1	former Borrow Pit 1 area	Appendix I Metals only
Borrow Pit 2	former Borrow Pit 2 area	Appendix I Metals only

Underdrains

Sample ID	Underdrain	Receiving Pond	1st Event Sampling Requirements	2nd Event Sampling Requirements
UD-1	Cell 1	Sediment Pond 1	Appendix I, III, & Field Parameters	Appendix I, III, & Field Parameters
UD-2	Cell 2	Ditch	Appendix I, III, & Field Parameters	Appendix I, III, & Field Parameters
UD-3*	Cell 3	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-4*	Cell 4	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-5*	Cell 5	Sediment Pond 2	Appendix I, III, & Field Parameters + 2,3,7,8-TCDD	Appendix I, III, & Field Parameters
UD-6	Cell 6A	Sediment Pond 4	Appendix I & Field Parameters	Appendix I & Field Parameters
UD-7	Cell 7A	Sediment Pond 4	Appendix I & Field Parameters	Appendix I & Field Parameters

Notes: Georgia Table 1 Surface Water Parameters = chloride, total organic carbon, total cyanide, and chemical oxygen demand, arsenic, barium, cadmium, chromium, lead, mercury, nickel, selenium, silver, zinc.

Field parameters = temperature, pH, specific conductance, turbidity, and dissolved oxygen.

* Annually, during the first semi-annual event, dioxins and furans are sampled from this location if water is present.

** SWC-4 and SWC-7 will be phased in when the corresponding ponds are constructed.

TASK ORDER NO. 2020-01
Exhibit A

SCOPE OF SERVICES
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

Table A
Summary of Groundwater & Surface Water Monitoring Plan
Camden County Vacuna Road Landfill - Permit No. 020-012D(SL)

Groundwater

Well ID	Type	First Semi-Annual List	Second Semi-Annual List
GWA-1	Upgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWA-2	Upgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-1	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-2	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-3	Sidegradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-3	Downgradient	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWA-1A	Sentinel	MNA	water level only
GWB-1A (MW-1)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-2A (MW-6)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1A (MW-2)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2A (MW-3)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-2B (MW-4)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-3A (MW-5)	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
Corrective Action Plan Wells			
GWA-3	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWB-4	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-1B	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-4A	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-4B	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide
GWC-5	Sentinel	App. I VOCs & Metals + App. II sulfide + MNA	App. I VOCs & Metals + App. II sulfide

Notes: Field parameters include pH, specific conductance, temperature, turbidity, oxidation-reduction potential, and dissolved oxygen.

All wells must be sampled via Low-Flow (Minimal drawdown) purging per Minor Mod.

Monitored Natural Attenuation (MNA) parameters include: dissolved methane, total and ferrous iron, nitrate, sulfate, sulfide, and chloride - per EPD comment on CAP + total alkalinity, carbonate alkalinity, bicarbonate alkalinity, calcium, magnesium, potassium, sodium.

Analytical list per EPD-approved Corrective Action Plan.

App. I/II refers to parameters in 40 CFR Part 258, Subpart E, 56 Fed. Reg. 51032-51039 (October 9, 1991).

Surface Water

Location	Type	First & Second Semi-Annual List
SWC-1	Downgradient	GA Table 1 Metals, COD, Cl ⁻ , total cyanide, & TOC

Notes: GA Table 1 metals: As, Ba, Cd, Cr, Pb, Ni, Ag, Se, Zn, Hg.

COD = chemical oxygen demand, Cl⁻ = chlorides, TOC = total organic carbon

Field parameters include pH, specific conductance, temperature, turbidity, and dissolved oxygen.

TASK ORDER NO. 2020-01
Exhibit B

CONSULTANT'S COMPENSATION METHOD
Camden County FY 2021 Environmental Monitoring Services at
SR 110 MSW, SR 110 C/D/I, and Vacuna Road Landfills
May 18, 2020

When the CLIENT authorizes the CONSULTANT to proceed with the work outlined in Item B of the Task Order, CLIENT agrees to pay the CONSULTANT monthly, for work completed, on the basis of the lump sum prices shown below in this Exhibit B for the Task Order. These unit prices cover labor, equipment, and/or materials for each item below. The total fee will be the sum of the lump sum for each item multiplied by the actual quantities provided.

Lump Sum fees are as follows:

Task 1 - Groundwater and Surface Water Monitoring & Reporting

Site	Total Fee Semi-Annual Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$9,535	2	\$19,070
S.R. 110 C/D/I Landfill	\$23,345	2	\$46,690
Vacuna Road Landfill	\$14,145	2	\$28,290

Task 2 - Methane Monitoring

Site	Total Fee Quarterly Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$425	4	\$1,700
S.R. 110 C/D/I Landfill	\$925	4	\$3,700
Vacuna Road Landfill	\$425	4	\$1,700

Task 3 MSW Leachate Monitoring/Reporting

Site	Total Fee Quarterly Monitoring Event	Number of Events	Subtotal
S.R. 110 MSW Landfill	\$910	4	\$3,640

Task 4 Annual Corrective Action Reporting

Site	Total Fee Annual Reporting Event	Number of Events	Subtotal
Vacuna Road Landfill	\$4,740	1	\$4,740

Grand Total **\$109,530**

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 4

SUBJECT: Zoning Map Amendment -- RZ2020-04-- Request to rezone two parcels at 11.6 acres each from Single-Family Residential (R-1) to Agricultural Forestry (A-F). Property is located on Burnt Fort Rd. Tax Map 063 042 & 063 042A. Jeffery Sellers, owner & applicant.

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

DATE: June 4, 2020

COMMISSION ACTION REQUESTED ON: July 14, 2020

PURPOSE:

To request that the Board of Commissioners:

- a. Consider request to change zoning from R-1 to A-F.

HISTORY:

- 1. The owner will be re-zoning two parcels at 11.6 acres each.
- 2. The owner also owns adjoining parcels that are zoned (A-F).

FACTS & ISSUES:

- 1. The property meets requirements to be zoned A-F.

OPTIONS:

- 1. Motion to approve to rezone two parcels at 11.6 7 acres from Single-Family Residential (R-1) to Agricultural Forestry (A-F). Tax Parcel 063 042 & 063 042A. Property is located on Burnt Fort Rd. Jeffery Sellers, owner & applicant.
- 2. Motion to approve with modifications.
- 3. Motion to deny the request.
- 4. Table this item.
- 5. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. Planning staff and Planning Commission recommends approval of RZ2020-04.

DEPARTMENT:

Prepared by:

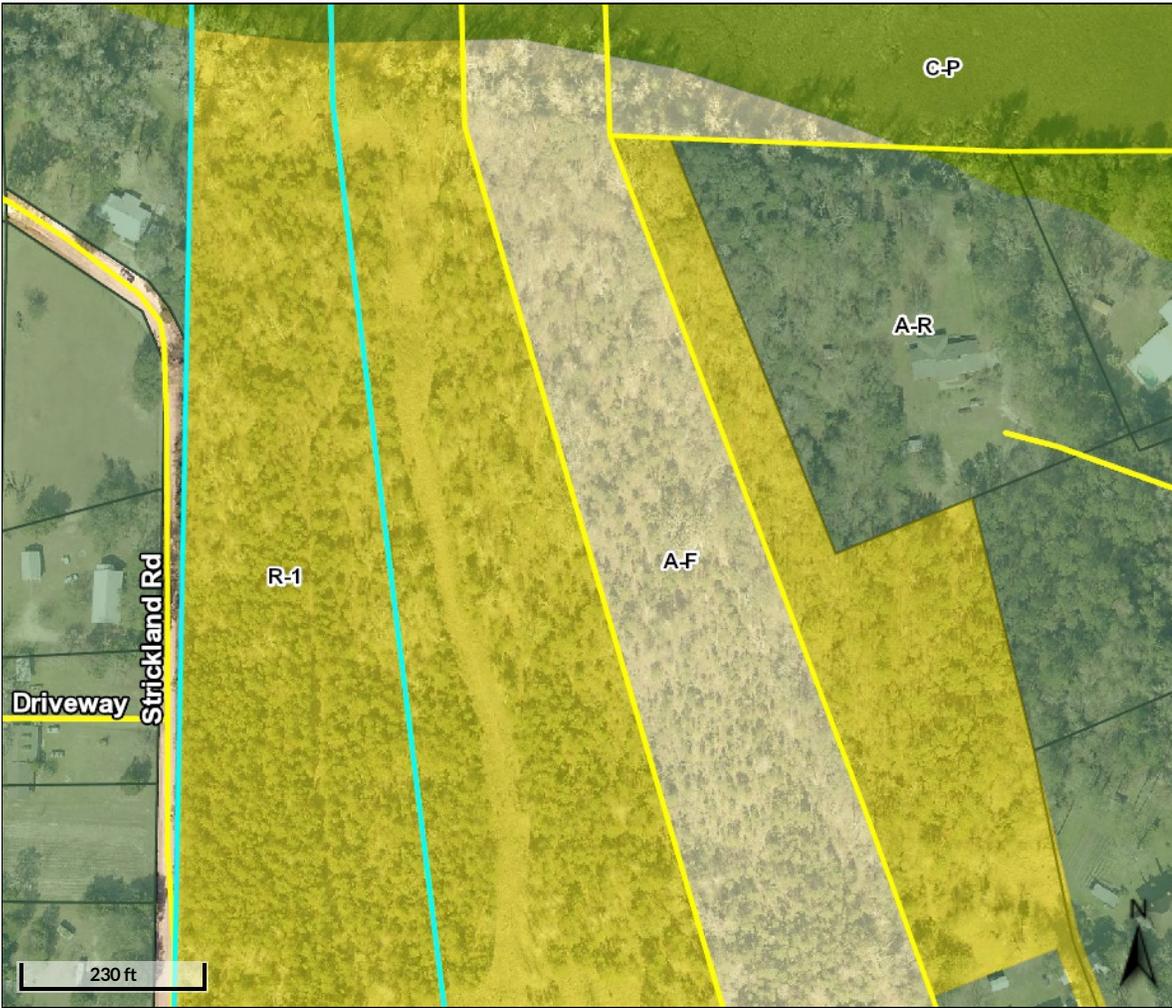
Joey Yacobacci

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

Director of Planning & Development



Overview



Legend

- Parcels
- Roads
- USA Major Highways**
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels**
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

Parcel ID 063042
Class Code Agricultural
Taxing District 43 UNINCORPORATED SERVICE DIST
 43 UNINCORPORATED SERVICE DIST
Acres 11.6

Owner L & S HOMES LLC
 2731 JIMS ROAD
 MARIETTA GA 30066
Physical Address n/a
Assessed Value Value \$49376

Last 2 Sales			
Date	Price	Reason	Qual
3/16/2020	\$90000	NQ	U
4/25/2013	0	FI	U

(Note: Not to be used on legal documents)

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 5

SUBJECT: The Sunshine Food Mart Alcohol License – Consider a request for an alcohol license to Chetan Suthar and The Sunshine Food Mart for Retail Dealers of Malt Beverages, Beer and Wine. Located at 1160 Clarks Bluff Rd, Kingsland, Ga. 31548. Tax Map & Parcel 083 025.

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

DATE: June 5, 2020

COMMISSION ACTION REQUESTED ON: July 14, 2020

PURPOSE:

To request that the Board of Commissioners:

- a. Take action on the request for an alcohol license

HISTORY:

1. A request is for a alcohol license to a new owner.
2. The applicant has satisfied all technical requirements for consideration.

FACTS & ISSUES:

1. The applicant provided a complete application and necessary documentation including review by the Sherriff's Office.
2. A license is necessary to complete the calendar year for 2020.

OPTIONS:

1. Motion to approve the request for an alcohol license to Chetan Suthar and the Sunshine Mart for Retail Dealers of Malt Beverages, Beer and Wine. Located at 1160 Clarks Bluff Rd., Kingsland, Ga. 31548. Tax Map 083 025.
2. Motion to approve with modifications.
3. Motion to deny the request.
4. Table this item.
5. Other action by the board.

DEPARTMENT RECOMMENDED ACTION:

1. Planning and Development Staff recommends approval of the request.

DEPARTMENT:

Prepared by:

Joey Yacobacci

IF APPLICABLE:

County Attorney Review:

Attorney, John S. Myers

Director of Planning & Development

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 6

SUBJECT: Consideration of adoption, in whole or part, the approval of changes made to the Unified Development Code Article 11, Division IV Flood Damage Prevention Ordinance.

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

DATE SUBMITTED: June 30, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider in whole or part the approval of changes made to the Unified Development Code Article 11, Division IV Flood Damage Prevention Ordinance.

HISTORY:

1. During our 5 year review of the Community Rating System (CRS) with Insurance Services Office (ISO) and the Federal Emergency Management Agency (FEMA) it was revealed the Flood Damage Prevention Ordinance required updating and clarification.
2. It was also highlighted that one way to improve our ordinance is to require higher regulatory standards. A means of accomplishing this was revealed as a byproduct of our "Rise Ready Project" that is being accomplished with a Georgia Coastal Resources Division of the Department of Natural Resources "Community Incentive Grant". That suggestion is to require documented elevation of 1' in the "X Shaded" or Area of Moderate Flood Hazard, commonly known as the 500 year flood.

FACTS & ISSUES:

1. Camden County's Flood Damage Prevention Ordinance currently regulates in the velocity and 100 year flood hazard areas by requiring 3' of elevation above the Base Flood Elevation. These are commonly known as VE, AE, and A flood zones and described as the Special Flood Hazard Area.
2. The Board is asked to consider the ordinance amendments that are not part of Sec. 1130 (h) as being requirements for ISO/FEMA CRS compliance.
3. Discussion should be had to consider Sec. 1130 (h) as higher regulatory standard.
4. Camden County's Rise Ready Project is designed to show all of a properties flood hazard event sources in one application. Those source programs are described as Flood Zone, Storm Surge, Shore

Line Change, and Sea Level Rise. Future sea level rise can have an impact on future levels of flood zone and storm surge. Those levels would not only impact the special flood hazard area, but also the area of moderate flood hazard.

5. To regulate to a higher standard by requiring 1' of elevation in the area of moderate flood hazard would be the next logical step for Camden County to undertake to create the next layer of resiliency for our community.
6. The area of moderate flood hazard does not require flood insurance to be applied to a home with a federally backed mortgage. This ordinance amendment would not change flood insurance requirements.
7. The Camden County Planning Commission approved moving this ordinance to the Board of Commissioners without any changes on June 24, 2020.

OPTIONS:

1. Motion to approve this item in whole or in part.
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:

Scott Brazell

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

N/A

unstable soils or slopes, high ground water levels, springs, or other conditions that may adversely affect a property. It shall be the property owner's responsibility to assure proper design, construction and satisfactory performance where such are present.

Sec. 1126. Variances

Variances from the requirements of this Division 3 may be granted as a special exception variance under the provisions of the Appeals Article of this development Code.

DIVISION 4. FLOOD DAMAGE PREVENTION.

Sec. 1127. Generally

(a) Definitions

Unless specifically defined in this section, words or phrases used in this article shall be interpreted so as to give them the meaning they have in common usage and to give this article it's most reasonable application. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory structure means a structure having minimal value and used for parking, storage and other non-habitable uses, such as garages, carports, storage sheds, pole barns, hay sheds and the like. See also the definition of "Structure."

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a firewall. Any walled and roofed addition, which is connected by a firewall or is separated by an independent perimeter load-bearing wall, is considered "new construction."

Appeal means a request for a review of the interpretation by the Planning Director or any other administrative official of the County of any provision of the Development Code.

Area of shallow flooding means a designated AO or AH Zone on a community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet, and/or where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident.

Area(s) of flood hazard means the land in the floodplain within the county subject to flooding for a given percent of greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Area(s) of Flood Hazard shall be those designated by Camden County. This term also includes "flood hazard areas."

Area of moderate flood hazard means the land in the floodplain within the county subject to a zero point two percent (0.2%) or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Area of Moderate Flood Hazard shall be designated by Camden County.

Area of special flood hazard means the land in the floodplain within the county subject to a one percent or greater chance of flooding in any given year. In the absence of official designation by the Federal Emergency Management Agency, Areas of Special Flood Hazard shall be those designated by Camden County.

Base flood means the flood having a one percent chance of being equaled or exceeded in any given year.

Base Flood Elevation (BFE) the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-A30, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/A0, V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a one percent chance of equaling or exceeding that level in any given year.

- Basement* means that portion of a building having its floor subgrade (below ground level) on all sides.
- Building* See definition for structure.
- Critical Facility* means any public or private facility, which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Critical facilities include:
- a. Structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials;
 - b. Hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events;
 - c. Emergency operation centers or data storage centers which contain records or services that may become lost or inoperative during flood and storm events; and generating plants, and other principal points of utility lines.
 - d. Generating plants, and other principal points of utility lines.
- Development* means any manmade change to improved or unimproved real estate, including but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavating, drilling operations, and storage of materials or equipment.
- Elevated building* means a non-basement building built to have the lowest floor elevated above ground level by means of fill, solid foundation perimeter walls, pilings, columns, piers or shear walls adequately anchored so as not to impair the structural integrity of the building during a base flood event.
- Existing Construction* For the purposes of flood damage prevention, any structure for which the "start of construction" commenced before June 1, 1984.
- Existing manufactured home park or subdivision* means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads), is completed before June 1, 1984.
- Expansion to an existing manufactured home park or subdivision* means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets, and either final site grading or pouring of concrete pads.
- Flood* or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters, or from the unusual and rapid accumulation or runoff of surface waters from any source.
- Flood Hazard Boundary Map (FHBM)* means an official map of Camden County, issued by the Federal Insurance Administration, where the boundaries of areas of special flood hazard have been defined as Zone A.
- Flood Insurance Rate Map (FIRM)* means the official map of the county, issued by the Federal Emergency Management Agency, delineating the areas of special flood hazard and/or the risk premium zones applicable to the county.
- Flood insurance study* means the official report by the Federal Insurance Administration evaluating flood hazards and containing flood profiles and water surface elevations of the base flood.
- Floodplain* means any land area susceptible to flooding.
- Flood proofing* means any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floor means the top surface of an enclosed area in a building, including basement, i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, blockage of bridge and culvert openings, and the hydrological effect of urbanization of the watershed.

Highest adjacent grade means the highest natural elevation of the ground surface, prior to construction, next to the proposed walls of a building or structure.

Historic Structure means any structure that is:

- a. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- b. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- c. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- d. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either: (1) by an approved state program as determined by the Secretary of the Interior, or (2) directly by the Secretary of the Interior in states without approved programs.

Lowest floor means the lowest floor of the lowest enclosed area, including basement. An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage, in an area other than a basement area is not considered a building's lowest floor; provided that such enclosure is not built so as to render the structure in violation of other provisions of this Development Code.

LiMWA is the Limit of Moderate Wave Action of Landward Limit of waves 1.5 to 3.0 feet in height within the AE flood zone. The LiMWA determines the landward limit of Coastal A Zone (CAZ).

Manufactured home means a building, transportable in one or more sections built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. Such buildings shall be constructed in accordance with the Federal Manufactured Home Construction and Safety Standard, which came into effect June 15, 1976, and shall bear an insignia issued by the U. S. Department of Housing and Urban Development (HUD). The term also includes park trailers, travel trailers, and similar transportable structures placed on a site for 180 consecutive days or longer and intended to be improved property.

Manufactured home park or subdivision means a parcel, or contiguous parcels, of land divided into two or more manufactured home lots for rent or sale.

Market value means (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the appraised value of the structure prior to the damage occurring. The appraised value of property or structures shall be determined by the tax assessor,

either from the County's tax records or based on a professional appraisal acceptable to the tax assessor.

Mean sea level means the average height of the sea for all stages of the tide. It is used as a reference for establishing various elevations within the floodplain. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988 or other datum, to which base flood elevations shown on a communities' Flood Insurance Rate Map are referenced. *National Geodetic Vertical Datum (NGVD)*, as corrected in 1929, is a vertical control used as a reference for establishing varying elevations within the floodplain.

New construction means, for the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after June 1, 1984 and includes any subsequent improvements to such structures. For floodplain management purposes, "new construction" means structures for which the "start of construction" commenced on or after June 1, 1984 and includes any subsequent improvements to such structures.

New manufactured home park or subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after June 1, 1984.

North American Vertical Datum (NAVD) has replaced the National Geodetic Vertical Datum of 1929 in existing and future FEMA Flood Modernization Maps.

Recreational vehicle means a vehicle, which is:

- a. Built on a single chassis;
- b. 400 square feet or less when measured at the largest horizontal projection;
- c. Designed to be self-propelled or permanently towable by a light duty truck; and
- d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive Loss means flood-related damages sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damaged occurred.

Start of construction means the date the development permit was issued, provided the actual start of construction, repair, reconstruction or improvement was within 180 days of the permit date. The actual start means the first placement of permanent construction of a structure such as the pouring of slabs or footings, installation of piles, construction of columns or any work beyond the stage of excavation, and includes the placement of a manufactured home on a foundation. Permanent construction does not include initial land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or part of the main structure. (NOTE: accessory structures are NOT exempt from any Development Code requirements) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure means, for the purpose of flood damage prevention, a walled and roofed building that is principally above ground, a manufactured home, a gas or liquid storage tank, or other manmade facilities or infrastructures.

Subdivision the division of a single lot into two or more lots for the purpose of sale or development.

Substantial damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

Substantial improvement any combination of repairs, reconstruction, alteration, or improvements to a structure, in which the cost equals or exceeds fifty (50) percent of the market value of the structure before the “start of construction” of the improvement. NOTE: *The market value of the structure should be (1) the appraised value of the structure prior to the start of the initial repair or improvement, or (2) in the case of damage, the value of the structure prior to the damage occurring.* This term includes structures, which have incurred “substantial damage”, regardless of the actual amount of repair work performed. The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- (2) Any alteration of a “historic structure” provided that the alteration will not preclude the structure’s continued designation as a “historic structure”.

For the purposes of this definition, “substantial improvement” is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the structure commences, whether or not that alteration affects the external dimensions of the structure.

Substantially improved existing manufactured home parks or subdivisions is where the repair, reconstruction, rehabilitation or improvement of the streets, utilities and pads equals or exceeds 50 percent of the value of the streets, utilities and pads before the repair, reconstruction or improvement commenced.

V Zone Certificate the National Flood Insurance Program (NFIP) regulations require coastal communities to ensure that buildings built in V Zones are anchored to resist wind and water loads acting simultaneously. Buildings in V Zones are subject to a greater hazard than buildings in other types of floodplains. Not only do they have to be elevated above the Base Flood Elevation (BFE), they must be protected from the impact of waves, hurricane-force winds, and erosion. A registered professional engineer or architect must certify that the design and planned methods of construction meet NFIP requirements. The community must maintain a copy of this certification in the permit file for all structures built or substantially improved in the V Zone. If breakaway walls are used to enclose areas below the building that exceed a design safe loading resistance of 20 pounds per square feet, those walls must also be certified by the registered professional engineer or architect.

Variance means a grant of relief from the requirements of this Development Code that permits construction in a manner otherwise prohibited by this Code.

Violation means, for the purpose of flood damage prevention, the failure of a structure or other development to be fully compliant with the County’s floodplain management regulations. A structure or other development without the elevation certificate, or other certifications, or other evidence of compliance required by this Development Code is presumed to be in violation until such time as that documentation is provided.

(b) Basis for area of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in its flood insurance study (FIS), dated December 21, 2017, with accompanying maps, and any other more recent amendments and revisions, and other supporting data, and any revisions to such study, are adopted by reference and declared to be a part of this Development Code. Areas of Special Flood Hazard may also include those areas known to have flooded historically or defined through standard engineering analysis by government agencies or private parties but not yet incorporated in the FIS dated December 21, 2017. Flood hazard areas identified on the Flood Insurance Rate Map are identified as a Special Flood Hazard Area (SFHA). SFHA are defined as the area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given

year. The 1-percent annual chance flood is also referred to as the base flood or 100-year flood. SFHA's are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30,, Zone AR/A Zone V, Zone VE, and Zones V1-V30. Moderate flood hazard areas, labeled Zone B or Zone X (shaded) are also shown on the FIRM, and are the areas between the limits of the base flood and the 0.2-percent-annual-chance (or 500-year) flood. The areas of minimal flood hazard, which are the areas outside the SFHA are higher than the elevation of the 0.2-percent-annual-chance flood, are labeled Zone C or Zone X (unshaded).

(1) For those land areas acquired by a municipality through annexation, the current effective FIS, supporting data and any revision thereto, for Camden County, dated December 21, 2017, are hereby adopted by reference.

(2) The supporting data (FIS) is located at the Camden County Planning Department.

(c) **Establishment of development permit**

A development permit shall be required in conformance with the provisions of Article 12 of this Development Code prior to the commencement of any development activities.

(d) **Compliance**

No structure or land shall be located, extended, converted or structurally altered without full compliance with the terms of this article and other applicable regulations.

(e) **Abrogation and greater restrictions**

This Article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this Article and another provision of this Development Code or any other County ordinance conflict or overlap, whichever imposes the more stringent restrictions, shall prevail.

(f) **Interpretation**

In the interpretation and application of this article, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the Board of Commissioners; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(g) **Warning and disclaimer of liability**

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside the areas of special flood hazard or uses permitted within such areas will be free from flooding or flood damages. This article shall not create liability on the part of the county or by any of its officers or employees for any flood damages that result from reliance on this Division or any administrative decision lawfully made under this Division.

(h) **Penalty for violation of this division**

Failure to comply with the provisions of this Division or failure to comply with any of its requirements, including conditions and safeguards established in connection with grants of variance, shall constitute a violation. Any person who violates this division or fails to comply with any of its requirements shall, upon conviction thereof, be fined or imprisoned, or both, not more than the maximum fine or for the maximum number of days provided by state law, and in addition shall pay all costs and expenses involved in the case. Each day such violation continues shall be considered a separate offense. Nothing herein contained shall prevent the Board of Commissioners from taking such other lawful actions as necessary to prevent or remedy any violation.

Sec. 1128. Statutory authorization; findings of fact; purpose; objectives**(a) Statutory authorization**

Article IX, Section II of the Constitution of the State of Georgia and O.C.G.A. § 36-1-20(a) have delegated the responsibility to local government units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry.

(b) Findings of fact

- (1) The flood hazard areas of the county are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.
- (2) These flood losses are caused by the occupancy in flood hazard areas by uses vulnerable to floods, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.

(c) Statement of purpose

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- (1) Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- (2) Restrict or prohibit uses that are dangerous to health, safety and property due to water or erosion hazards, or which increase flood heights, velocities or erosion;
- (3) Control filling, grading, dredging and other development that may increase erosion or flood damage;
- (4) Prevent or regulate the construction of flood barriers that will unnaturally divert floodwaters or that may increase flood hazards to other lands; and
- (5) Control the alteration of natural floodplains, stream channels and natural protective barriers that are involved in the accommodation of floodwaters.

(d) Objectives

The objectives of this Division are to:

- (1) Protect human life and health;
- (2) Minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains;
- (3) Help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas; and
- (4) Minimize expenditures of public money for costly flood control projects;
- (5) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- (6) Minimize prolonged business interruptions;
- (7) Ensure that potential home buyers are notified that property is in a flood area.

Sec. 1129. Administration**(a) Local administrator; designated.**

The Floodplain Administrator is appointed to administer and implement the provisions of this Division.

(b) Local administrator; duties and responsibilities

- (1) Duties of the Floodplain Administrator under this Division shall include but not be limited to:
 - a. Review all development permits to assure that the permit requirements of this Division have been satisfied.
 - b. Review proposed development to assure that all necessary permits have been received from governmental agencies from which approval is required by Federal or State law, including section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334. Require that copies of such permits be provided and maintained on file.
 - c. Review all permit applications to determine whether proposed building sites will be reasonably safe from flooding.
 - d. Notify adjacent communities and the Georgia Department of Natural Resources prior to any alteration or relocation of a watercourse, and submit evidence of such notification to the Federal Emergency Management Agency.
 - e. For any altered or relocated watercourse, submit engineering data/analysis within 6 months to FEMA to ensure accuracy of community flood maps through the Letter of Map Revision process. Assure flood carrying capacity of any altered or relocated watercourse is maintained.
 - f. Review and record the actual elevation, in relation to mean sea level (or highest adjacent grade), of the lowest floor, including basement, of all new or substantially improved structures, in accordance with Sec. 1129(c)(1)b.1.
 - g. Review and record the actual elevation, in relation to mean sea level, to which the new or substantially improved structures have been flood-proofed, in accordance with Sec. 1129(c)(1)b.1.
 - h. When flood-proofing is utilized for a particular structure, obtain certification of design criteria from a registered professional engineer or architect, in accordance with Sec. 1129(c)(1)a.4.
 - i. Obtain design certification and a V-Zone Certificate from a registered professional engineer or architect regarding any new construction or substantial improvement placed in a Coastal High Hazard Area will meet the criteria of Sec. 1129(c)(1)a.5.
 - j. Make substantial damage determinations following a flood event or any other event that causes damage to structures in flood hazard areas.
 - k. Where interpretation is needed as to the exact location of boundaries of the areas of special flood hazard (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. Any person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this Division.
 1. If a portion of the structure is located in a SFHA, the entire structure shall comply with the requirements of this ordinance.
 2. If a structure is located in multiple flood zones and/or BFE's, the entire structure shall comply with the most restrictive requirements of this ordinance.

3. The Floodplain Administrator shall review the above referenced certification data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to further progressive work being allowed to proceed. Failure to submit certification or failure to make said corrections required hereby, shall be cause to issue a stop work order for the project.
4. Once construction or substantial improvements have been completed, the permit holder shall provide to the Planning Director a final Elevation Certificate on Form OMB No. 1660-0008 (as said form has been most recently amended) with photographs of the completed work. This is required to obtain a certificate of occupancy and flood insurance.

(d) **Variance procedure**

See Article 13, Appeals, regarding the provisions for flood damage prevention variances and the process for granting a variance.

Sec. 1130. Provisions for flood hazard reduction

(a) **General standards**

In all areas of special flood hazard, the following provisions are required:

- (1) New construction and substantial improvements of existing structures shall be anchored to prevent flotation, collapse or lateral movement of the structure.
- (2) New construction and substantial improvements shall be constructed with materials and utility equipment resistant to flood damage.
- (3) New construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.
- (4) Elevated Buildings.

All new construction or substantial improvements of existing structures that include ANY fully enclosed area located below the lowest floor formed by foundation and other exterior walls shall be designed so as to be an unfinished or flood resistant enclosure. The enclosure shall be designed to equalize hydrostatic flood forces on exterior walls by allowing for the automatic entry and exit of floodwater. (NOT APPLICABLE IN COASTAL HIGH HAZARD AREAS).

- a. Designs for complying with this requirement must either be certified by a professional engineer or architect or meet the following minimum criteria:
 1. Provide a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;
 2. The bottom of all openings shall be no higher than one foot above adjacent grade; and,
 3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided they permit the automatic flow of floodwater in both directions.
 - b. So as not to violate the "Lowest Floor" criteria of this Division, the unfinished or flood resistant enclosure shall only be used for parking of vehicles, limited storage of maintenance equipment used in connection with the premises, or entry to the elevated area, and
 - c. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms.
- (5) All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

- (6) Manufactured homes shall be anchored to prevent flotation, collapse or lateral movement; methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors; this standard shall be in addition to and consistent with applicable State requirements for resisting wind forces.
- (7) New and replacement water supply systems shall be designed to minimize or eliminate infiltration of flood waters into the system;
- (8) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharges from the system into flood waters;
- (9) On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding; and
- (10) Any alteration, repair, reconstruction or improvements to a structure that is not in compliance with the provisions of this Division shall be undertaken only if the nonconformity is not furthered, extended or replaced.
- (11) All foundations for structural development in the special flood hazard area (zones A, AE, and VE) must be designed and certified by an architect or professional engineer. The foundation sheet of all structures in the special flood hazard area must include the stamp and signature of the architect or professional engineer.
- (12) All site plans for development in the special flood hazard area (zones A, AE, and VE) must be submitted by a registered land surveyor and include the location of the structure in relation to the current special flood hazard area.
- (13) All land division or land identifying plats must reflect the location of all current flood zones at the time of generation.

(b) **Specific standards**

In all areas of special flood hazard designated A1-30, AE, AH or A (with estimated base flood elevation), the following provisions are required:

(1) New construction and/or substantial improvements

Where base flood elevation data are available, new construction and/or substantial improvement of any structure or manufactured home shall have the lowest floor, including basement, elevated no lower than **3 feet** above the base flood elevation. Should solid foundation perimeter walls be used to elevate a structure, openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Sec. 1130(a)(4), "Elevated Buildings."

- a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing and other service facilities shall be elevated at or above 3 feet above the base flood elevation.

(2) Nonresidential construction

New construction or the substantial improvement of any nonresidential structure located in A1-30, AE, or AH zones, may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to **3 feet** above the base flood elevation, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and in Sec. 1129(c).

(3) Standards for Manufactured Homes and Recreational Vehicles

Where base flood elevation data are available:

- a. All manufactured homes placed and/or substantially improved on: (1) individual lots or parcels, (2) in new and/or substantially improved manufactured home parks or subdivisions, (3) in expansions to existing manufactured home parks or subdivisions, or (4) on a site in an existing manufactured home park or subdivision where a manufactured home has incurred "substantial damage" as the result of a flood, must have the lowest floor including basement, elevated no lower than three foot above the base flood elevation.
- b. Manufactured homes placed and/or substantially improved in an existing manufactured home park or subdivision may be elevated so that:
 1. The lowest floor of the manufactured home is elevated no lower than three foot above the level of the base flood elevation; or
 2. The manufactured home chassis is elevated and supported by reinforced piers (or other foundation elements of at least an equivalent strength) of no less than 36 inches in height above grade.
- c. All manufactured homes must be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement (see Sec. 1130(a)(6) above).
- d. All recreational vehicles placed on sites must either:
 1. Be on the site for fewer than 180 consecutive days;
 2. Be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is licensed, on its wheels or jacking system, attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached structures or additions); or
 3. The recreational vehicle must meet all the requirements for "New Construction," including the anchoring and elevation requirements of Sec. 1130(b)(3)c, above.

(4) Floodways

Located within areas of special flood hazard established in Sec. 1130(b) are areas designated as floodways. A floodway may be an extremely hazardous area due to velocity floodwaters, debris or erosion potential. In addition, the area must remain free of encroachment in order to allow for the discharge of the base flood without increased flood heights. Therefore, the following provisions shall apply:

- a. Encroachments are prohibited, including earthen fill, new construction, substantial improvements and other developments within the regulatory floodway. Development may be permitted however, provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the encroachment shall not result in ANY increase in flood levels or floodway widths during a base flood discharge. A registered professional engineer must provide supporting technical data and certification thereof.
- b. Only if subsection (4)a of this section is satisfied, then any new construction or substantial improvement shall comply with all other applicable flood hazard reduction provisions of Sec. 1130.

(5) Standards for Areas of Special Flood Hazard (Zones AE) with Established Base Flood Elevations and Without Designated Floodways

Located within the Areas of Special Flood Hazard established in Sec. 1130 (b), where streams with base flood elevations are provided but no floodways have been designated, (Zones AE) the following provisions apply:

- b. No encroachments, including fill material, new structures or substantial improvements shall be located within areas of special flood hazard, unless certification by a registered professional engineer is provided demonstration that the cumulative effect of the proposed devel-

opment, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community. The engineering certification should be supported by technical data that conforms to standard hydraulic engineering principals.

- c. New construction and substantial improvements shall be elevated or flood-proofed to elevations established in accordance with Sec. 1130(b) (1).

(c) Building standards for streams without established base flood elevations and/or floodways (A-Zones)

Located within the areas of special flood hazard established in Sec. 1130(b), where streams exist but no base flood data have been provided (A-Zones), or where base flood data have been provided but a Floodway has not been delineated, the following provisions shall apply:

- (1) When base flood elevation data or floodway data have not been established, the Floodplain Administrator shall obtain, review, and reasonably utilize any scientific or historic base flood elevation and floodway data available from a Federal, State, or other source, in order to administer the provisions of Sec. 1130. Only if data are not available from these sources, then the following provisions of paragraphs (2) and (3) of this Subsection shall apply.
- (2) No encroachments, including structures or fill material, shall be located within an area equal to the width of the stream or twenty-five feet, whichever is greater, measured from the top of the stream bank, unless certification by a registered professional engineer is provided demonstrating that such encroachment shall not result in more than 1 foot increase in flood levels during the occurrence of the base flood discharge.
- (3) In special flood hazard areas without base flood elevation data, new construction and substantial improvements of existing structures shall have the lowest floor of the lowest enclosed area (including basement) elevated no less than 3 feet above the highest adjacent grade at the building site. (NOTE: Require the lowest floor to be elevated 3 feet above the estimated base flood elevation in A-Zone areas where a Limited Detail Study has been completed). Openings sufficient to facilitate the unimpeded movements of floodwaters shall be provided in accordance with standards of Sec. 1130(a)(4) "Elevated Buildings."
 - a. All heating and air conditioning equipment and components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than 3 feet above the highest adjacent grade at the building site.
- (4) The Floodplain Administrator shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

(d) Standards for areas of shallow flooding (AO zones)

Areas of special flood hazard established in [§ Sec.1130 \(b\)](#) may include designated "AO" shallow flooding areas. These areas have base flood depths of 1 to 3 feet above ground, with no clearly defined channel. The following provisions apply:

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood depth number specified on the Flood Insurance Rate Map (FIRM), above the highest adjacent grade. If no flood depth number is specified, the lowest floor, including basement, shall be elevated at least 3 feet above the highest adjacent grade. Openings sufficient to facilitate the unimpeded movements of flood waters shall be provided in accordance with standards of Sec. 1130(a)(4), "Elevated Buildings."

The Planning Director shall certify the lowest floor elevation level and the record shall become a permanent part of the permit file.

- (2) New construction or the substantial improvement of a nonresidential structure may be flood-proofed in lieu of elevation. The structure, together with attendant utility and sanitary facilities, must be designed to be water tight to the specified FIRM flood level plus 1 foot, above highest

adjacent grade, with walls substantially impermeable to the passage of water, and structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the design and methods of construction are in accordance with accepted standards of practice for meeting the provisions above, and shall provide such certification to the official as set forth above and as required in Sec. 1129(c)(1)a.4 and Sec. 1129(c)(1)b.1.

- (3) Drainage paths shall be provided to guide floodwater around and away from any proposed structure.

(e) **Coastal High Hazard Areas (V-Zones and Coastal A (LiMWA))**

Located within the areas of special flood hazard established in Sec. 1130(b) are areas designated as Coastal High Hazard Areas (V-Zones and coastal A zones). These areas have special flood hazards associated with wave action and storm surge; therefore, the following provisions shall apply:

- (1) All new construction and substantial improvements of existing structures shall be located landward of the reach of mean high tide.
- (2) All new construction and substantial improvements of existing structures shall be elevated on piles, columns, or shear walls parallel to the flow of water so that the bottom of the lowest supporting horizontal structural member (excluding pilings or columns) is located no lower than **3 feet** above the base flood elevation level. All space below the lowest supporting member shall remain free of obstruction. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action and in accordance with Sec. 1130(e)(7) below.
- (3) All new construction and substantial improvements of existing structures shall be securely anchored on pilings, columns, or shear walls.
- (4) Wood framed construction shall not be allowed as a structure's foundation system below the BFE, plus 3 foot.
- (5) All pile and column foundations and the structures attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the combined effects of wind and water loads acting simultaneously on all building components, both (non-structural and structural). Water loading values shall equal or exceed those of the base flood. Wind loading values shall be in accordance with the most current edition of the Standard Building Code.
- (6) A registered professional engineer or architect shall certify that the design, specifications and plans for construction are in compliance with the provisions contained in the above paragraphs (2) & (3) of this Subsection.
- (7) All space below the lowest horizontal supporting member must remain free of obstruction. Open lattice work or decorative screening may be permitted for aesthetic purposes only and must be designed to wash away in the event of abnormal wave action without causing structural damage to the supporting foundation or elevated portion of the structure. The following design specifications are allowed:
 - a. No solid walls shall be allowed.
 - b. Material shall consist of lattice or mesh screening only.
 - c. If aesthetic lattice work or screening is utilized, any enclosed space shall not be used for human habitation, but shall be designed to be used only for parking of vehicles, building access, or limited storage of maintenance equipment used in connection with the premises.
 - d. Any enclosure formed by meeting the above criteria must be certified to show 40% openness based on the square footage of the structure.
 - e. The enclosure must not exceed 299 square feet.

- (8) Prior to construction, plans for any structures having latticework or decorative screening must be submitted to the Floodplain Administrator or its designee for approval.
- (9) Any alteration, repair, reconstruction or improvement to any structure shall not enclose the space below the lowest floor except with latticework or decorative screening, as provided in this Section.
- (10) There shall be no fill used as structural support. Non-compacted fill may be used around the perimeter of a building for landscaping/aesthetic purposes provided the fill will wash out from storm surge, (thereby rendering the building free of obstruction) prior to generating excessive loading forces, ramping effects, or wave deflection. The Planning Director shall approve design plans for landscaping/aesthetic fill only after the applicant has provided an analysis by an engineer, architect, and/or soil scientist, which demonstrates that the following factors have been fully considered:
 - a. Particle composition of fill material does not have a tendency for excessive natural compaction.
 - b. Volume and distribution of fill will not cause wave deflection to adjacent properties.
 - c. Slope of fill will not cause wave run-up or ramping.
- (11) There shall be no alteration of sand dunes or mangrove stands, which would increase potential flood damage;
- (12) Prohibit the placement of manufactured homes (mobile homes), except in an existing manufactured homes park or subdivision. A replacement manufactured home may be placed on a lot in an existing manufactured home park or subdivision provided the anchoring standards of Sec. 1130(a)(6) are met.

(f) **Standards for subdivisions**

- (1) All subdivision and/or development proposals shall be consistent with the need to minimize flood damage.
- (2) All subdivision and/or development proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.
- (3) All subdivision and/or development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- (4) For subdivisions and/or developments greater than 50 lots or 5 acres, whichever is less, base flood elevation data shall be provided for subdivision and all other proposed development, including manufactured home parks and subdivisions. Any changes or revisions to the flood data adopted herein and shown on the FIRM shall be submitted to FEMA for review as a Conditional Letter of Map Revision (CLOMR) or Conditional Letter of Map Amendment (CLOMA), whichever is applicable. Upon completion of the project, the developer is responsible for submitting the "as-built" data to FEMA in order to obtain the final LOMR.

(g) **Standards for critical facilities**

- (1) All newly constructed critical facilities and substantially improved critical facilities shall only be located in the "X" unshaded flood zone as shown on the most current National Flood Insurance Program (NFIP) Flood Insurance Rate Map (FIRM) for Camden County. The X unshaded zone is the area of minimal flood hazard that has higher elevation than the 1% or 0.2% annual chance flood.
- (2) All ingress and egress from any critical facility must be protected ~~to~~ above the 500-year flood elevation.

- (3) Hazardous materials shall not be stored in the SFHA. The following materials are prohibited in the SFHA. Acetone, ammonia, benzene, calcium carbide, carbon disulfide, celluloid, chlorine, hydrochloric acid, prussic acid, magnesium, nitric acid, oxides of nitrogen, phosphorus, potassium, sodium and sulfur.

(h) **Areas of Moderate Flood Hazard, X-Shaded (500 Year Floodplain)**

- (1) All new construction and substantial improvements of residential and non-residential structures shall have the lowest floor, including basement, elevated to the flood elevation specified in the Flood Insurance Study (FIS). If no flood elevation is specified, the lowest floor, including basement, shall be elevated at least 1 foot above the highest adjacent grade at the building site.
- (2) If new construction and substantial improvements of residential and non-residential structures are elevated and/or constructed with a crawlspace then openings sufficient to facilitate the unimpeded movements of waters shall be provided in accordance with standards of Sec. 1130(a)(4), "Elevated Buildings."
- (3) All heating and air conditioning equipment and common components (including ductwork), all electrical, ventilation, plumbing, and other service facilities shall be elevated no less than 1 foot above the highest adjacent grade at the building site.
- (4) The Floodplain Administrator shall certify the lowest floor elevation level and record shall become a permanent part of the permit file.

--END PAGE--

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 7

SUBJECT: Appointment to the Department of Family and Children Services Board.

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

DATE SUBMITTED: July 9, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the appointment of an individual to the Department of Family and Children Services Board.

HISTORY:

1. The Board of Family and Children Services plays a vital role in helping to make the Division of Family and Children Services' programs more meaningful to the families and children they are designed to serve.
2. The Board is an active liaison to the general public whose continuing support is necessary to the success of the overall mission of the Division.
3. The role of the County Board carries a combination of advocacy, resource development, political activism, staff relations, customer service and administrative functions; all of which are important to the Division and County Department.

FACTS & ISSUES:

Applicants submitting their intent to serve in this capacity:

1. Leroy Felder
2. Amber Scott
3. Roylanda Brooks

See attached applications.

OPTIONS:

1. Motion to appoint an individual to the Department of Family and Children Services Board to serve a five (5) year term.
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:

Katie Bishop, County Clerk

IF APPLICABLE:

County Attorney Review:

N/A

IF APPLICABLE:

Finance Review:

N/A

Katie Bishop

From: noreply@civicplus.com
Sent: Friday, May 31, 2019 7:05 PM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	LeRoy Felder
Home Address:	[REDACTED]
City	SAINT MARYS
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please check a box below to indicate which Board you are submitting this application for:	Department of Family and Children Services Board
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 4
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes please explain: 206 Flamingo Dr.

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Former Supervisor and Director of Camden County DFCS, (1989-2004) former Regional Director of DFCS Region 12 (2004-2009), Trustee Board Chair and Chairman of finance committee at Evergreen Missionary Baptist Church, Former member of Camden Board of Registrars, Former Chairman of Precious Lambs Child Development Center of Evergreen Missionary Baptist Church, an experienced manager and administrator, Bachelor's degree from Fort Valley State University (college) and Master's of Social Work degree from the University of Minnesota. Actively involved in the Ministry and volunteer at Evergreen Missionary Baptist Church in the Kinlaw Community of Camden County.

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

LeRoy Felder

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Wednesday, July 1, 2020 10:27 AM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Amber Scott
Home Address:	[REDACTED]
City	White oak
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	Department of Family and Children Services Board
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 1
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Communication skills, computer experience

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Amber Scott

Email not displaying correctly? [View it in your browser.](#)

Katie Bishop

From: noreply@civicplus.com
Sent: Monday, January 13, 2020 10:05 AM
To: Katie Bishop; Claire Y. Feazel
Subject: Online Form Submittal: Citizen Board Application Form

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Citizen Board Application Form

Name:	Roylanda Brooks
Home Address:	[REDACTED]
City	Kingsland
Home Phone:	[REDACTED]
Additional Phone:	<i>Field not completed.</i>
Email Address:	[REDACTED]
Please select the Board or Committee you are submitting this application for:	Department of Family and Children Services Board
Are you currently serving on a County Board(s)?	No
If yes, which board(s) do you serve?	<i>Field not completed.</i>
Are you a resident of the County?	Yes
What District do you live in?	District 5
If needed, you may click on the link below to find your District on the interactive map.	District Map
Do you hold a public office?	No

Are you employed by Camden County? No

Have you been convicted of a misdemeanor or felony, excluding civil traffic infractions? (Note: A DUI and/or revoked license are NOT "civil traffic infractions" and must be reported.) No

If yes, please explain: *Field not completed.*

Do you have any potential conflicts of interest that may arise from time to time if you serve on one of these boards? (A conflict of interest would be anything that inures to your benefit, your employer's benefit, or a member of your family's benefit. Note: Having a potential conflict of interest does not necessarily exclude you from serving on a board.) No

If yes, please explain: *Field not completed.*

Please list any community involvement, special skills, talents, experience, expertise or other qualifications that you would bring to the board(s) for which you are applying: Veteran
Attends Southeast Community Church

I hereby declare that the information provided by me in this application is true, correct, and complete to the best of my knowledge. I understand that, if chosen, any misstatement or omission of fact on this application shall be considered cause for ineligibility for appointment. Applicants are considered for all appointments without regard to race, color, religion, sex, national origin, age, marital or veteran status, medical condition or disability.

Electronic Signature
Below:

Roylanda L. Brooks

Email not displaying correctly? [View it in your browser.](#)

CAMDEN COUNTY BOARD OF COMMISSIONERS
AGENDA ITEM: 8

SUBJECT: Consideration of Intergovernmental Agreement (IGA) for the Cumberland Inlet project in St. Marys.

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

DATE SUBMITTED: July 9, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: July 14th

PURPOSE:

To request that the Board of Commissioners:

- a. To consider the approval of the Intergovernmental Agreement (IGA) for the Cumberland Inlet project in St. Marys.

HISTORY:

- 1. This is the next step toward completion of re-development of Gilman mill site which is an objective in County Strategic Plan.
- 2. JDA entered MOU in January 2020.
- 3. JDA and St. Marys have approved development agreement in last month.

FACTS & ISSUES:

- 1. JDA issuing bond as loan to developer.
- 2. Bond to be repaid by developer and St. Marys TAD
- 3. Pledge of County economic development millage serves as backstop should there be a shortfall in a given year's payment.
- 4. County Millage is 4th in line and is not general obligation.
- 5. JDA will also maintain a 1 debt service reserve.
- 6. 1 mil = approximately \$1.5 million. Annual debt service on bond = approx. \$900,000.
- 7. JDA also entering into IGA with St. Marys for pledge of TAD revenue to service bond debt.

OPTIONS:

- 1. Motion to approve the Intergovernmental Agreement (IGA) for the Cumberland Inlet project in St. Marys.
- 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:

James Coughlin, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

INTERGOVERNMENTAL CONTRACT

Between

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

and

CAMDEN COUNTY, GEORGIA

Dated as of August 1, 2020

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INTERGOVERNMENTAL CONTRACT

THIS INTERGOVERNMENTAL CONTRACT, dated as of August 1, 2020 (this “**Contract**”), made and entered into by and between the **CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY** (the “**JDA**”), a joint development authority duly organized and validly existing under the Constitution and laws of the State of Georgia (the “**State**”), including the Development Authorities Law (O.C.G.A. Sec. 36-62-1, *et seq.*), as amended (the “**Act**”), particularly O.C.G.A. Sec. 36-62-5.1, and **CAMDEN COUNTY, GEORGIA**, a county and a political subdivision of the State of Georgia (the “**County**”).

WITNESSETH:

WHEREAS, the JDA has been created and activated pursuant to the Act for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State; and

WHEREAS, under the Act, the JDA has the power, *inter alia*, to borrow money in furtherance of its public purposes and to use the proceeds thereof for a project for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the JDA determine by a duly adopted resolution that the project and the use thereof would further the public purposes described in the Act; and

WHEREAS, a majority of the directors of the JDA have found and determined, and do hereby find and determine, that the issuance by the JDA of the below-defined Series 2020 Bond will promote the objectives of the Act, by financing the below-defined Project which will develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities and will promote the general welfare of the State; and

WHEREAS, the County is a governmental body as described in the Revenue Bond Law, O.C.G.A. Sec. 36-82-60, *et seq.*, and is authorized to undertake projects described therein which include the purchase of land and the construction thereon of facilities for lease to industries, so as to relieve abnormal unemployment conditions; and

WHEREAS, in accordance with O.C.G.A. Sec. 48-5-220(20) (the millage authorized thereby, the “**Economic Development Millage**”), the County may levy and collect an annual tax to provide financial assistance to the Authority for the purpose of developing trade, commerce, industry, and employment opportunities; provided, however, that the tax for such purpose shall not exceed one mill per dollar upon the assessed value of the taxable property in the County (such limit, the “**Millage Cap**”); and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the County and the JDA have respectively found and determined, and do hereby find and determine, that, as to each of them respectively, this Contract deals with activities, services or facilities which such contracting party is authorized by law to undertake or provide, and that hence, this Contract is authorized by said Constitutional provision; and

WHEREAS, in furtherance of its public purposes, the JDA has entered into a Development Agreement dated as of July __, 2020 (the “**Development Agreement**”) with the City of St. Marys, Georgia (the “**City**”) and Jacoby Development Inc., a Georgia corporation (the “**Developer**”), in order to express the definitive terms and conditions for the development of a “**Master Project**” to be located in the City; and

WHEREAS, the JDA desires to finance certain costs of the Master Project by (i) making a loan to the Developer in the amount of \$7,020,000 (the “**Loan**”), the proceeds of which will be used by the Developer to pay a portion of the purchase price for the Master Project Site (as defined in the Development Agreement), (ii) paying the JDA’s portion of the Pre-Development Costs (as defined in the Development Agreement), and (iii) purchasing the Marina Project Site (as defined in the Development Agreement) from the Developer (collectively, the “**Project**”); and

WHEREAS, in order to finance the Project, as well as provide for payment of capitalized interest and certain costs of issuance (collectively, the “**Costs of the Project**”), the JDA has adopted a bond resolution on July __, 2020 (the “**Bond Resolution**”) authorizing it to issue its Taxable Industrial Development Revenue Bond, Series 2020, in a maximum principal amount not to exceed \$10,848,500 (the “**Series 2020 Bond**”); and

WHEREAS, payment of the Series 2020 Bond will be further secured in accordance with the provisions of this Contract pursuant to which the JDA agrees, among other things, to issue the Series 2020 Bond and use the proceeds thereof to pay the Costs of the Project, and the County agrees among other things, to make payments to the JDA sufficient, when and to the extent needed, to pay the debt service on the Series 2020 Bond; and

WHEREAS, the Act provides that revenue bonds issued by the JDA shall not be deemed to constitute a debt of the State of Georgia or any political subdivision thereof, and

WHEREAS, no contract entered into by the JDA with any such political subdivision shall create a debt of such political subdivision within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia, but any such political subdivision may obligate itself to make the payments required under such contract from moneys received from taxes and from any other source without creating a debt within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants and agreements hereinafter set forth, the JDA and the County hereby agree as follows; provided, that in the performance of the covenants and agreements of the JDA herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the JDA but shall be payable solely out of the proceeds derived from the sale of the Series 2020 Bond and the revenues and receipts derived from the County pursuant to this Contract, and any other security pledged by the JDA to such payment:

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Definitions. Capitalized terms used herein and which are not defined herein shall be defined as set forth in the Bond Resolution and in the Exhibits thereto.

Section 1.02 Rules of Construction. The definitions referred to in the Bond Resolution shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03 Recitals Incorporated Herein. The recitals set forth above are incorporated in this Contract by this reference.

Section 1.04 Common Terms. Common terms in the municipal bond industry that are capitalized, but not defined, herein are used in accordance with their common meaning, and their common meaning may be defined in more detail in the Bond Resolution, which definitions are hereby approved.

ARTICLE II
REPRESENTATIONS, WARRANTIES AND AGREEMENTS

Section 2.01 Representations, Warranties, and Agreements of the JDA. The JDA represents, warrants, and agrees that:

(a) The JDA is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as the Series 2020 Bond is outstanding. Under the provisions of the Act, the JDA is authorized to enter into and carry out the transactions contemplated by this Contract and the Bond Resolution;

(b) There is no litigation or proceeding pending, or to the knowledge of the JDA threatened, against the JDA which would have a material adverse effect on the right of the JDA to execute this Contract or the ability of the JDA to comply with any of its obligations under the Series 2020 Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed by the JDA in connection with the issuance and delivery of the Series 2020 Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the JDA in accordance with its terms, and performance by the JDA of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the JDA is a party or by which the JDA is bound;

(d) Except as herein and in the Bond Resolution provided, the JDA will not encumber any part of its interest in moneys paid to the JDA or the holder of the Series 2020 Bond (the “Holder”), by the County under this Contract (the “Revenues”) or its rights under this Contract. The pledge made of the Revenues payable under this Contract upon issuance of the Series 2020 Bond will constitute a first and prior pledge of and lien on said Revenues on a parity with the pledge or lien for the payment of any Parity Bonds (defined below) hereafter issued, and said pledge shall at no time be impaired by the JDA and the Revenues shall not otherwise be pledged, except as so provided; and

(e) Before or simultaneously with the issuance of the series 2020 Bond, the JDA has caused the redemption and payment in full of its Taxable Industrial Development Revenue Bond, Series 2018 in the maximum principal amount not to exceed \$1,200,000, which Bond had been secured by a pledge of the Economic Development Millage.

Section 2.02 Representations, Warranties, and Agreements of the County. The County represents, warrants, and agrees as follows:

(a) The County is a county and a political subdivision of the State, having the power to enter into and execute, deliver and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Bond Resolution, and no approval or other action by any governmental authority, agency or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Series 2020 Bond;

(b) There is no litigation or proceeding pending, or to the knowledge of the County threatened, against or affecting the County, nor to the best of the knowledge of the County is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Series 2020 Bond, this Contract, the Bond Resolution or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2020 Bond;

(c) This Contract, upon execution of the same, will constitute the legal, valid and binding obligation of the County enforceable in accordance with its terms, and performance by the County of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the County is a party or by which the County is bound; and

(d) There currently is in effect no other pledge of the Economic Development Millage than that contemplated herein and in the Bond Resolution.

ARTICLE III
ISSUANCE OF SERIES 2020 BOND

Section 3.01 The Series 2020 Bond. In order to provide funds to finance the Costs of the Project, the JDA, in accordance with the Act, will issue the Series 2020 Bond, and all of the covenants, agreements and provisions hereof relating to the Series 2020 Bond shall, to the extent provided herein and in the Bond Resolution, be for the benefit and security of the Holder. The maximum principal amount of the Series 2020 Bond shall be \$10,848,500. The Series 2020 Bond shall be issued and sold to the initial “Purchaser”, as defined in the Bond Resolution, pursuant thereto.

Section 3.02 Designation, Date, Denomination, Maturities, Interest Payment Date, and Other Particulars of the Series 2020 Bond. The Series 2020 Bond will be issued in fully registered form and will mature and be paid pursuant to the provisions of the Bond Resolution. Interest on the Series 2020 Bond will be paid to the person or persons and in the manner stated in the Series 2020 Bond and in the Bond Resolution, until the obligation of the JDA with respect to the payment of the principal of the Series 2020 Bond shall be discharged in accordance therewith. All other matters regarding the Series 2020 Bond’s designation, date, maturities, interest payment dates and other particulars shall be as set forth elsewhere herein or in the Bond Resolution.

Section 3.03 Revenue Obligation. The Series 2020 Bond shall be paid solely from the Revenues and such other property (including, but not limited to, real property, fixtures, personal property, revenues, or other funds) pledged, mortgaged, conveyed, assigned, hypothecated, or otherwise encumbered to secure or to pay such Series 2020 Bond.

ARTICLE IV
FINANCING OF PROJECT;
APPLICATION OF PROCEEDS; INVESTMENT OF MONEY

Section 4.01 Financing of Project. The JDA will finance the Project with proceeds of the Series 2020 Bond as provided in the Bond Resolution, including proceeds on deposit in the Project Fund to be established under the Bond Resolution or other funds lawfully available for such purpose. The Costs of the Project is being financed through the Series 2020 Bond in furtherance of the JDA and the County’s public purposes and in particular those public purposes described elsewhere herein. The JDA hereby agrees to issue the Series 2020 Bond to finance the Costs of the Project and thereby cause the Project to be paid for in accordance with the provisions hereof and of the Act, and the County hereby agrees to make the payments provided for in Section 5.01 hereof in accordance with the provisions of this Contract.

Section 4.02 Application of Proceeds of Series 2020 Bond, Bond Documents. The JDA shall apply the proceeds from the sale of the Series 2020 Bond in accordance with the Bond Resolution. The financing documents to be executed in connection with the issuance of the Series 2020 Bond (collectively, the “**Bond Documents**”) shall include such documents as are commonly used in such revenue bond transactions.

Section 4.03 Investment of Money. Money held as a part of the Project Fund and the Debt Service Fund to be established under the Bond Resolution shall be invested or reinvested as directed by the County in accordance with the Bond Resolution.

Section 4.04 Disbursements from the Project Fund. The JDA shall pay the Costs of the Project by checks or wire transfers by making disbursements from the Project Fund or other payments from the proceeds of the Series 2020 Bond as otherwise provided in the Bond Resolution. Such disbursements shall be made only upon the execution and filing with the JDA of a requisition signed by an authorized representative of the JDA (the “**JDA Representative**”) stating (i) the requisition number, (ii) the name and address of the person, firm or corporation (which may include the County or the JDA) to whom payment is due or was made, (iii) the amount paid or to be paid, (iv) that none of the items for which the payment is proposed to be made has formed the basis for any payment theretofore made from the Project Fund, and (v) that each item for which payment is proposed to be made is a proper charge against the Project Fund in accordance with the provisions of the Bond Resolution and this Contract.

Section 4.05 Insurance and Condemnation Proceeds. The JDA may at its option apply any insurance or condemnation proceeds received by it with respect to the Project to repair or replace the Project, or, at the direction of the JDA, to redeem, or provide for the redemption of, the Series 2020 Bond.

ARTICLE V

CONTRACT PAYMENTS BY THE COUNTY

Section 5.01 Contract Payments by the County. Pursuant to this Contract, the County agrees to provide funds, subject to the Millage Cap, which shall be sufficient to the extent necessary (after taking into account moneys on deposit in the Debt Service Fund) to pay the principal and interest due on the Series 2020 Bond and any Parity Bonds, upon maturity or otherwise, together with all reasonable and necessary fees and expenses of the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian under the Bond Resolution, if any, as the same become due, upon the submission by the Bond Registrar, Paying Agent, Debt Service Fund Custodian and Project Fund Custodian, as applicable, of statements therefor. Each payment to be made by the County hereunder is to be made on a parity with every other payment hereunder.

Section 5.02 Credits. Any amounts in the Debt Service Fund prior to any interest payment date or date fixed for redemption or principal repayment of the Series 2020 Bond in the Bond Resolution shall be credited against the payments due by the County under this Contract on such Interest Payment Date or date of redemption.

Section 5.03 Manner and Place of Payments. The payments to be made pursuant to Section 5.01 hereof with respect to the Series 2020 Bond shall be made in lawful money of the United States of America in immediately available funds on or before the date on which due and shall be paid directly to the Debt Service Fund Custodian for the account of the JDA and shall be deposited in the Debt Service Fund or other designated debt service account as required by the Bond Resolution.

Section 5.04 County's Obligations Unconditional.

(a) The obligations of the County to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal and interest on the Series 2020 Bond shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution, the County (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the JDA of any of its obligations hereunder or under the Bond Resolution, any acts or circumstances that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the JDA to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Contract or out of the Bond Resolution.

(b) Damage to, or destruction in whole or in part, of the Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof, shall not excuse the compliance by the County with any of the terms of this Contract.

Section 5.05 County's Remedies. If the JDA shall fail to perform any of its agreements in this Contract, the County may institute such action against the JDA as the County may deem necessary to compel such performance so long as such action shall not affect, impair or diminish the obligation of the County to make the payments provided for herein, which obligation shall be absolute, unconditional and irrevocable. The County, at its own cost and expense, and in its own name, may prosecute or defend any action or proceedings against third parties or take any other action which the County deems reasonably necessary to secure or protect its rights in which event the JDA agrees to cooperate fully with the County.

Section 5.06 Tax Levy to Make Payments. The County will exercise its powers of taxation, to the extent necessary to pay the amounts required to be paid under Section 5.01 hereof, and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The County, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligations of the County to make the payments provided for under Section 5.01 hereof, up to the Millage Cap, shall constitute a general obligation of the County and a pledge of the full faith and credit of the County to provide the funds required to fulfill such obligation.

Section 5.07 Prior Lien of Series 2020 Bond. The JDA will not hereafter issue any other bonds or debt obligations of any kind or nature payable from or enjoying a lien on the Revenues superior to the lien created in the Bond Resolution for the payment of the Series 2020 Bond and the Parity Bonds. Nothing contained herein, however, shall restrict, (1) the issuance of Parity Bonds in accordance with Section 5.08 hereof, (2) the issuance of bonds or debt obligations (“**Junior Bonds**”) by the JDA or another issuer from time to time payable from the Economic Development Millage that is subject to the Millage Cap and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2020 Bonds and the Parity Bonds, or (3) the County from making payments to the JDA or another development authority out of the Economic Development Millage that is subject to the Millage Cap (at any time when there is no monetary default under the Series 2020 Bonds or the Parity Bonds) or other available sources or revenues, for the purpose of repayment of the Series 2020 Bonds or Parity Bonds or any other legal purpose, or (4) the County or the JDA or another development authority or other person or entity from making deposits, out of any available sources or revenues, including, without limitation, the Economic Development Millage that is subject to the Millage Cap, to the Debt Service Fund to be used as provided herein. By way of illustration and not of limitation, under the preceding clause (3), the County may make payments out of the Economic Development Millage that is subject to the Millage Cap, to the Camden County Joint Development Authority, pursuant to contract or otherwise, at any time and from time to time, to financially support the Camden County Joint Development Authority, provided that, at the time each such payment is made, there is no monetary default under the Series 2020 Bonds or the Parity Bonds. Any provision hereof to the contrary notwithstanding, the County is not restricted in any way regarding millage that is not Economic Development Millage that is subject to the Millage Cap.

Section 5.08 Parity Bonds. The Authority or another issuer may issue additional revenue bonds from time to time payable from the Debt Service Fund and ranking *pari passu* as to the Economic Development Millage, subject to the Millage Cap, with the Series 2020 Bond then outstanding (“**Parity Bonds**”), subject to the terms and conditions prescribed in the Bond Resolution and with the written consent of Holder of the outstanding Series 2020 Bonds.

ARTICLE VI **EXCULPATION**

Section 6.01 Immunity of Members of JDA.

No recourse shall be had for the enforcement of any obligation, covenant or agreement of the JDA contained in this Contract, in the Series 2020 Bond or the Bond Resolution for any claim based hereon or thereon against any member, director, officer or employee of the JDA or of any successor thereto, in his individual capacity, either directly or through the JDA whether by virtue of any constitutional provision, statute or rule of law. This Contract, the Series 2020 Bond, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by, any member, director, officer or employee of the JDA or of any successor thereto, either directly or by reason of the obligations, covenants or agreements entered into by and between the JDA and the County and all personal liability of any character against every such member, director, officer and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, directors, officers and employees of the JDA under the provisions contained in this Section 6.01 shall survive the termination of this Contract.

ARTICLE VII
DEFAULT; REMEDIES

Section 7.01 Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the County to pay when due any amount required to be paid under this Contract; or

(b) The County shall fail to perform any of the other agreements, conditions, covenants or terms herein required to be performed by the County and such default shall continue for a period of 30 days after written notice has been given to the County by the JDA, the Paying Agent or the Holder specifying such default and requesting that it be remedied, or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion; provided, however, that if, by reason of *force majeure*, the County is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than monetary obligations to the JDA or the obligations relating to the payments to be made under any provision of this Contract), the County shall not be deemed in default during the continuance of such inability to perform. The term *force majeure* shall mean, without limitation, acts of God; strikes; work stoppages or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes, fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the County. The County will use its best efforts, however, to remedy, with all reasonable dispatch, the cause or causes preventing the County from carrying out such obligation; provided, that the settlement of strikes, work stoppages and similar disturbances shall be entirely within the discretion of the County, and the County shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the County, unfavorable to the County; or

(c) An “Event of Default” shall have occurred under the Bond Resolution.

Section 7.02 Remedies on Default.

(a) If an event of default referred to in Section 7.01(a) or 7.01(b) hereof occurs and is continuing, then the Paying Agent or the Registered Owners, by written notice to the County, may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement or covenant of the County then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Holder in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

(b) If an event of default referred to in Section 7.01(c) hereof occurs and is continuing, then the Registered Owners may pursue the remedies set forth in the Bond Resolution.

(c) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Holder to exercise any respective remedy reserved to it in this Article VII, it shall not be necessary to give any notice, other than any notice required herein.

Section 7.03 Attorneys' Fees and Expenses. In the event the County should default under any of the provisions of this Contract and the Holder shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the County herein contained, the County, on demand therefor, will pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 7.04 No Waiver of Breach. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 7.05 County Authorized to Cure Default of JDA. With regard to any default on the part of the JDA under this Contract or under the Bond Resolution, the JDA hereby vests the County with full power, for the account of the JDA, to perform any obligation in remedy of such default in the name and stead of the JDA with full power to do any and all things and acts to the same extent that the JDA could do and perform any such acts.

Section 7.06 Failure to Enforce Agreement Not a Waiver. The failure of the JDA or the Holder to enforce any agreement, condition, covenant or term by reason of any default or breach by the County shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant or term on the occasion of any subsequent default or breach.

ARTICLE VIII **TERM; MISCELLANEOUS**

Section 8.01 Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Series 2020 Bond and any Parity Bonds shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made; provided that in no event shall this Contract extend beyond fifty years from its date.

Section 8.02 Notices. All communications provided for herein shall be in writing and shall be sufficiently given and served upon the JDA, the County and the Holder, as applicable, if sent by facsimile with the original to follow by United States registered mail, return receipt requested, postage prepaid (unless otherwise required by the specific provisions hereof in respect of any matter) and addressed as follows:

If to the JDA: Camden County Joint Development Authority
531 North Lee Street
Kingsland, Georgia 31548
Attn: Executive Director

and to: Seyfarth Shaw LLP
1075 Peachtree Street, NE, Suite 2500
Atlanta, Georgia 30309
Attn: Daniel M. McRae, Esq.

If to the County: Camden County
200 E 4th Street
P.O. Box 99
Woodbine, Georgia 31569
Attn: County Administrator

and to: Camden County
200 E 4th Street
P.O. Box 99
Woodbine, Georgia 31569
Attn: County Attorney

Any party, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 8.03 Binding Effect; Third Party Beneficiaries. This Contract shall inure to the benefit of and shall be binding upon the JDA and the County, and their respective successors and assigns. The County hereby acknowledges and agrees that the JDA has pledged all moneys paid to the JDA by the County pursuant to Section 5.01 hereof together with the rights of the JDA to collect payments pursuant to this Contract as security for the payment of the principal or, premium, if any, and interest on the Series 2020 Bond. The County hereby consents to such pledge, and the JDA and the County agree that any Holders are third-party beneficiaries of this Contract, and may enforce the terms and provisions hereof. There are no other third-party beneficiaries.

Section 8.04 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.05 Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any Fund under the Bond Resolution after payment in full of the principal and interest on the Series 2020 Bond, the fees, charges and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid, shall be paid to the County.

Section 8.06 Delegation of Duties by JDA. It is agreed that under the terms of this Contract and also under the terms of the Bond Resolution, the JDA has delegated certain responsibilities to the County. The fact of such delegation shall be deemed a sufficient compliance

by the JDA to satisfy the responsibilities so delegated and the JDA shall not be liable in any way by reason of acts done or omitted by the County.

Section 8.07 Amendments, Changes and Modifications. Subsequent to the initial issuance of the Series 2020 Bond and prior to the payment in full of the Series 2020 Bond, this Contract may not be amended, changed, modified or altered except as provided in the Bond Resolution.

Section 8.08 Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.09 Captions. The captions or headings in this Contract are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Contract.

Section 8.10 Law Governing Construction of Contract. This Contract shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, the JDA and the County have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

**CAMDEN COUNTY JOINT DEVELOPMENT
AUTHORITY**

By: _____
Chairman

ATTEST:

Secretary

[SEAL]

CAMDEN COUNTY, GEORGIA

By: _____
Chairman, Board of Commissioners

ATTEST:

Clerk

[SEAL]

**Board of County Commissioner's Calendar
July 2020**

July 13	July 14 Board of County Commissioners Regular Meeting 6:00 PM, Teleconference	July 15	July 16 Joint Development Authority Meeting, 6:00 PM, Cumberland Inn & Suites	July 17
July 20	July 21	July 22	July 23	July 24
July 27	July 28	July 29 Planning Commission Meeting 6:00 PM, TBA	July 30	July 31

**Board of County Commissioner's Calendar
August 2020**

August 3	August 4 Board of County Commissioners Regular Meeting 6:00 PM, TBA	August 5	August 6	August 7
August 10	August 11	August 12	August 13 Joint Development Authority Meeting, 6:00 PM, TBA Board of Assessor Meeting, 6:00 PM, Commissioner Chambers	August 14
August 17	August 18 Board of County Commissioners Regular Meeting 6:00 PM, TBA	August 19	August 20	August 21
August 24	August 25 BoER Regular Meeting 3:00 PM, TBA	August 26 Planning Commission Meeting 6:00 PM, TBA	August 27	August 28
August 31				

