

CAMDEN COUNTY BOARD OF COMMISSIONERS  
TUESDAY, JUNE 20, 2000, 6:00 P.M.  
WOODBINE, GEORGIA

A Public Meeting for the proposed FY2000-2001 budget and recessed meeting of the Camden County Board of Commissioners was held on Tuesday, June 20, 2000, 6:00 p.m., in the Commissioners' Meeting Room at the Courthouse in Woodbine, Georgia.

Present: Chairman Robert G. Becker, Vice Chairman James H. Foddrell, Commissioner E. B. Herrin, Jr., Commissioner Lemon Dawson, Commissioner Kenneth G. Hase, County Administrator Barrett T. King, Attorney O. Brent Green, and Assistant County Administrator Nancy C. Weisensee.

Chairman Becker convened the Public Meeting for the FY2000-2001 Budget at 6:00 p.m.

County department heads and constitutional officers, as well as several residents were present. Finance Director Mike Fender read a summary of the proposed FY200-2001 budget. Mr. Fender stated that there could be a decrease of up to one mill if this budget is adopted. Mr. Fender reported that the mill rate for the unincorporated tax district will be .81 mills, which is a slight decrease from last year, even though this year an animal shelter and staff is included in the unincorporated district. Mr. Fender informed the Board that the County now \$2 million in the black, as compared with a \$1.2 million deficit two years ago.

Commissioner Dawson asked why the Emergency Management Director's position was changed from full-time to part-time. Mr. King explained that at this time a full-time EMA position cannot be justified. This position will be looked at again next year to determine if it should be full-time. In the meantime, Mr. Jay Kinsley, Emergency Management Director, will work 40 hours per month in EMA duties, and the remainder of the time will be spent in his current position of firefighter/EMT.

Mayor Brandon stated that he would like to have Mr. Fender look at what items should be charged to the unincorporated district in accordance with HB 489 agreement. Mr. Fender stated that this has been done, but he would review his records to ensure that nothing was overlooked.

Mr. Ken Talbert, Recreation Director, presented the PSA budget and asked for additional funding to cover the proposed budget. Mr. Talbert stated that the PSA needed an additional \$174,000 to recover from their debt.

Chairman Becker stated that the PSA is given 1 ½ mills to run their business, and that is what is in the proposed budget for FY2000-2001. It was suggested that the PSA look into ways to increase their revenues.

Chairman Becker concluded the Public Meeting, and convened the Work Session at 6:50 p.m.

Attorney Steve Berry informed the Commissioners that the trial regarding the water and fire hydrant dispute with the City of Kingsland will be held on Tuesday, August 22, 2000, and to plan on being in court all day. Attorney Berry stated that the lawsuit in regard to SPLOST funds has been escalated by the Cities of Kingsland and St. Marys; they are asking for a full accounting of the 1995 SPLOST. The original suit from the County asked for an accounting of interest monies and any unspent 1995 SPLOST funds.

Attorney Green stated that the Café Risque/We Bare All Exit 10, Inc., vs. Camden County suit was dismissed in favor of the County.

Kingsland Mayor Dixon addressed the Board regarding the fire coverage the City could provide if the County would sit down and talk with them. Mr. Dixon displayed a map that consisted of five-mile radius circles showing the coverage by Kingsland's fire stations. Mr. Dixon stated that the City of Kingsland has a class 4 ISO rating and will be rated at a class 3 in August.

Chairman Becker concluded the work session at 7:45 p.m.

Chairman Becker called the meeting to order at 7:55 p.m.

Nancy Weisensee delivered the invocation.

Chairman Becker led the Pledge of Allegiance.

The Roll Call revealed that all Commissioners were present.

**1. Adoption of Agenda:**

Motion by Commissioner Foddrell, seconded by Commissioner Dawson, and voted unanimously to adopt the agenda as amended by adding Item #4.1 Sheriff's Department Request to Proceed with Grant for Seat Belt Enforcement; and Item #4.2 Maintenance in Lieu of Rent Agreement with Gateway Community Service Board.

**2. Approval of minutes for June 6, 2000:**

Motion by Commissioner Dawson, seconded by Commissioner Hase, and voted unanimously to approve the minutes for June 6, 2000.

**3. Set Date for adoption of FY2000-2001 County Budget:**

Motion by Commissioner Herrin, seconded by Commissioner Becker, and voted unanimously to schedule a Called Meeting for Wednesday, June 28, 2000, at 12:00 p.m., in the Commissioners Meeting Room at the Courthouse in Woodbine, for the adoption of the County's FY2000-2001

**4. Memorandum of Understanding with Department of Natural Resources for Coastal Georgia Greenway water trail:**

Motion by Commissioner Foddrell, seconded by Commissioner Hase, and voted unanimously to approve the Memorandum of Understanding with the Department of Natural Resources as follows:

MEMORANDUM OF UNDERSTANDING

BETWEEN: Camden County Board of Commissioners  
P.O. Box 99  
Woodbine, GA 31569  
Robert G. Becker, Chairman

AND Georgia Department of Natural Resources  
205 Butler St., SE, 1352 Floyd Tower East  
Atlanta, GA 30334  
Lonice C. Barrett, Commissioner

PURPOSE:

To designate a water trail for self-powered watercraft (i.e. canoes and kayaks) between the Crooked River State Park Boat Ramp and two locations on Cumberland Island: Plum Orchard and Brick Hill.

BACKGROUND:

Camden County has previously funded and adopted the "Gateway to Coastal Georgia: Connecting the Coast" Master Plan, which recommends construction of a 450 mile trail system to be known as the "Coastal Georgia Greenway" and,

On August 5, 1997, Camden County adopted a resolution naming the Coastal Georgia Greenway Demonstration Project in accordance with recommendations of the "Gateway to Coastal Georgia: Connecting the Coast" Master Plan, adopted at the same meeting, which included upgrading facilities for self-powered watercraft (i.e. canoes and kayaks) at the Spur 40 and the Crooked River, later a water trail was identified from Crooked River State Park boat ramp at Elliotts Bluff to Cumberland Island at Plum Orchard and Brick Hill and,

At the same meeting, resolved to provide matching funds for the U. S. Environmental Protection Agency “Sustainable Development Challenge Grant” to be administered by The Coastal Georgia Center for Sustainable Development.

Camden County is currently working with The Coastal Georgia Center for Sustainable Development utilizing the U.S. Environmental Protection Agency “Sustainable Development Challenge Grant” to design and construct the proposed facilities. The parties to this agreement will have the opportunity to review and comment on the design of these facilities, which shall consider low maintenance as a goal of the design. The contacts for this project are:

David C. Kyler, Executive Director	Jo Hickson, Project Manager
Coastal Georgia Center for Sustainable Development	3601 Abercorn St.
P.O. Box 598	Savannah, GA 31405
Darien, GA 31305	

The responsibility for maintenance of the proposed facilities shall be decided upon completion of design review and may be conducted by either of the parties listed below and a Maintenance Agreement shall be executed and made a part of this Memorandum of Understanding:

U. S. Department of the Interior  
National Park Service  
Cumberland Island National Seashore  
P.O. Box 806  
St. Marys, GA 31558  
Art Fredrick, Superintendent

Camden County Public Service Authority – Leisure Services  
1050 Wildcat Drive  
Kingsland, GA 31548  
Ken Talbert, Recreation Director

The proposed water trail for self-powered watercraft (i.e. canoes and kayaks) will depart for Cumberland Island from Crooked River State Park at the existing boat ramp. The trail is approximately six miles to Plum Orchard on Cumberland Island (about a 3-hour trip). A second phase is also planned north from Plum Orchard to Brick Hill, also on Cumberland Island. Users may use the sandy beach and may camp overnight here; this trail is approximately 5.5 miles (about a 5-hour trip). Camping at Brick Hill is within the Wilderness Area, where reservations must be made in advance and camping fees must be paid prior to use.

Crooked River State Park is owned by the State of Georgia and managed by the Georgia Department of Natural Resources, who also own and manage the Crooked River below mean high tide, except that management of the Intracoastal Waterway is by the U.S. Coast Guard. Camden County shall enter a separate Memorandum of Understanding with the Georgia Department of Natural Resources, concerning the proposed facilities.

Cumberland Island is a National Seashore, which is owned and managed by the U.S. Department of the Interior National Park Service, however, some lands there are privately owned.

#### FUNDING

Funds for design and construction of the facilities mentioned in this agreement and for providing safety materials shall come from the Environmental Protection Agency’s “Sustainable Development Challenge Grant” administered by the Coastal Georgia Center for Sustainable Development.

#### AGREEMENT

When signed below, the parties agree to allow the following activities for the creation of a public water trail for self-powered watercraft (i.e. canoes and kayaks):

1. Design and construction of the following proposed facilities:  
One Kiosk Sign at Plum Orchard on Cumberland Island, and

One Kiosk Sign at the proposed boat dock at Brick Hill on Cumberland Island.

2. Use of existing facilities on Cumberland Island by those using canoes and kayaks, shall be in accord with current national Park Service policy. No permission for access to privately owned lands will be given.

3. To promote the safe use of this new public trail, the parties consent to

Allow a brochure(s) to be published, which will give general and specific information concerning the safe use of this water trail. No advertising will be included in the brochures published under this agreement.

Allow a video to be made and shown within the National Park Service Dock House in St. Marys, Georgia. This video shall document safe procedures for operating man-powered watercraft on Camden County's waterways. No advertising will be included in the video produced under this agreement.

This agreement shall commence upon the latest date listed below and shall terminate, with an option to renew upon the satisfaction of both parties, five years hence.

#### **4.1 Sheriff's Department request to proceed with grant application for seat belt enforcement:**

The Sheriff's Department informed the Commissioners that the Governor's Office of Highway Safety has grant funds for law enforcement agencies in Camden County. The grant is a reimbursement grant for between \$8,000 and \$8,500 expenses incurred in enforcement action for seat belt violations.

Motion by Commissioner Dawson, seconded by Commissioner Herrin, and voted unanimously for the Sheriff's Department to proceed with the grant application for funds to pay for seat belt enforcement action.

#### **4.2 Maintenance in Lieu of Rent Agreement with Gateway Community Service Board:**

Mike Fender, Finance Director, explained that this Agreement is executed every year in order for the Georgia Department of Human Resources to reimburse the County for service and maintenance costs in providing office space in the Ralph Bunch Complex. The amount of reimbursement will be \$1,335.29 per month for a total of \$16,023.42 for the year.

Motion by Commissioner Dawson, seconded by Commissioner Herrin, and voted unanimously to approve the Maintenance in Lieu of Rent Agreement with Gateway Community Service Board for space in the Ralph Bunch Complex

#### **5. Transfer of malt beverage and wine license to Mr. Leroy Pasley for the Smokey Bear Trading Post:**

Mr. Leroy Pasley applied for a transfer of retail sale of malt beverage and wine license for the Smokey Bear Trading Post. The Sheriff's Department conducted a background investigation and no reason was found to deny this license transfer. Notice was published in the legal organ, and no one has come forward to object.

Motion by Commissioner Dawson, seconded by Commissioner Becker, and voted unanimously to approve the transfer of retail sale of malt beverages and wine license to Mr. Leroy Pasley for the Smokey Bear Trading Post in Woodbine, Georgia.

#### **6. Resolution to approve deed to transfer Colerain Road Fire Station to the City of St. Marys:**

Attorney Green stated that he reviewed the resolution and deed for the transfer of the Colerain Road Fire Station to the City of St. Marys. The City of St. Marys has offered to purchase the Fire Station for \$400,000.00.

Motion by Commissioner Hase, seconded by Commissioner Dawson, and voted unanimously to approve the resolution and deed to transfer the Colerain Road Fire Station to the City of St. Marys for the agreed purchase price of \$400,000.00.

A RESOLUTION TO AUTHORIZE THE TRANSFER OF CERTAIN LANDS BELONGING  
TO THE CAMDEN COUNTY BOARD OF COMMISSIONERS TO THE CITY OF  
ST. MARYS FOR PUBLIC SAFETY PURPOSES

WHEREAS, the Camden County Board of Commissioners owns and maintains one acre of land with a fire station on Colerain Road in St. Marys; and

WHEREAS, O.C.G.A. Sec. 36-9-3(a)(2)(A) authorizes the conveyance of county property to another governing authority or governmental agency for public purposes; and

WHEREAS, the City of St. Marys no longer desires to be a part of a county fire district, and the City of St. Marys has agreed to purchase the land and building for \$400,000.00;

NOW THEREFORE BE IT RESOLVED by the Camden County Board of Commissioners that the County transfer and convey to the City of St. Marys, upon the hereinafter stipulated terms and conditions, by Quitclaim Deed, all that lot, tract, or parcel of land lying and being in the City of St. Marys, 29<sup>th</sup> G.M. District, Camden County, Georgia, more particularly described as follows:

One (1.0) acre, more or less, as shown on plat of survey prepared by Privett & Associates, Inc., Georgia Registered Land Surveyor No. 2218 dated December 10, 1992, amended January 29, 1993. Copy of said plat attached hereto as Exhibit "A". Said parcel being a portion of the Deed to Kings Bay Properties dated December 29, 1983, recorded in Deed Book 185, page 483, Camden County Public Land records, Reference to said plat and deed being hereby made for descriptive and all other purposes.

BE IT FURTHER RESOLVED that the said deed contain a permitted exception or reservation as to all existing utility easements or other easements of record.

BE IT FURTHER RESOLVED that the Camden County Board of Commissioners is hereby authorized, empowered, and directed to execute and deliver to the City of St. Marys a proper instrument of conveyance prepared in accordance with this Resolution.

BE IT FURTHER RESOLVED by the Camden County Board of Commissioners that the herein described transfer and conveyance of county lands is expressly considered and determined to be in the best interests of the general health and public welfare of the citizens of Camden County.

This 20<sup>th</sup> day of June, 2000.

**7. Tax refund requests:**

Motion by Commissioner Hase, seconded by Commissioner Foddrell, and voted unanimously to approve the tax refund requests as recommended by the Tax Assessor's Office.

(A Copy of the Tax Release Applications is attached to these minutes and on file in the County Clerk's Office.)

**8. Budget Amendment Resolutions and first reading of Resolution to Adopt a County Budget for Camden County:**

Motion by Commissioner Foddrell, seconded by Commissioner Herrin, and voted unanimously to approve the budget amendment resolutions as recommended by the Finance Director and to waive the first reading of the Resolution to Adopt a County Budget for Camden County.

A RESOLUTION TO AMEND THE 1999-2000 FISCAL BUDGET RESOLUTION FOR  
THE CAMDEN COUNTY BOARD OF COMMISSIONERS

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

That it is necessary to reallocate funds due to the receipt of additional taxes through SPLOST amounts over and above the original referendum:

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

Budget Account	Adopted Budget	Net Change	Proposed Budget
-31.1100	\$8,137,300	\$1,089,200	\$7,048,100
-31.1120	\$ 191,450	\$ 25,600	\$ 165,850
-31.1130	\$ 997,500	\$ 133,500	\$ 864,000
-31.1310	\$ 936,800	\$ 125,400	\$ 811,400
-31.1320	\$ 121,300	\$ 16,300	\$ 105,000
-39.1105	-0-	(\$1,390,000)	(\$1,390,000)

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

Adopted this 20<sup>th</sup> day of June, 2000.

A RESOLUTION TO AMEND THE 1999-2000 FISCAL BUDGET RESOLUTION FOR  
THE CAMDEN COUNTY BOARD OF COMMISSIONERS

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

That it is necessary to reallocate funds due to the transfer of employees from one department to another;

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

Budget Account	Adopted Budget	Net Change	Proposed Budget
3400-51.1100	\$ 869,644	\$ 60,000	\$ 929,644
3300-51.1100	\$1,477,682	(\$60,000)	\$1,417,682

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

Adopted this 20<sup>th</sup> day of June, 2000.

**9. Request to re-open the agenda and add item 10. Fire Protection Agreements with City of St. Marys and City of Kingsland and item 11. Executive Session to discuss litigation.**

Motion by Commissioner Hase, seconded by Commissioner Becker and voted unanimously to re-open the agenda and add Item 10. Fire Protection Agreements with City of St. Marys and City of Kingsland, and Item 11. Adjourn into Executive Session to discuss pending litigation.

**10. Fire Protection Agreements with City of St. Marys and City of Kingsland:**

Motion by Commissioner Hase, seconded by Commissioner Herrin, and voted unanimously to enter into Fire Protection Agreements with the City of St. Marys and the City of Kingsland.

**FIRE PROTECTION AGREEMENT  
BETWEEN  
THE CITY OF KINGSLAND  
AND  
THE CAMDEN COUNTY BOARD OF COMMISSIONERS**

1. **Purpose:** This Fire Protection Agreement defines mutual support services to be provided by the City of Kingsland, Georgia (hereafter referred to as "City") and the Camden County Board of Commissioners (hereafter referred to as "County") regarding fire fighting assistance.

2. **Scope:** The City and County agree to maintain adequate personnel and equipment for the suppression of fires within their own areas, and desire to augment the fire protection available in their respective areas during periods of necessity. The lands or districts of the parties are in close proximity so that initial aid and/or mutual aid for fire protection is deemed feasible. It is the policy of the City of Kingsland and the Camden County Board of Commissioners to conclude such an agreement wherever practicable and is deemed mutually sound, desirable, and beneficial for the parties to this agreement to render assistance to one another in accordance with this Fire Protection Agreement.

3. **Responsibilities:** The rendering of assistance under the terms of this agreement shall be accomplished in accordance with the following:

A. Assistance under this agreement may be requested or authorized by the Fire Chief (or in his/her absence in the senior fire official) or senior elected official of either the City or County

B. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party of this agreement, or by the senior officer of such fire department actually present at the emergency location, he/she is authorized to request fire fighting assistance under the terms of this agreement. The senior officer on duty of the fire department receiving the request shall take the following actions:

(1) Immediately determine if the requested apparatus and personnel are available to respond to the emergency.

(2) In accordance with this agreement, dispatch such apparatus and personnel as is necessary to accomplish the mission.

(3) The Fire Chief having jurisdiction of the incident scene shall assume full charge of the fire fighting operation.

4. **General:** The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request shall immediately inform the requesting service if assistance cannot be rendered.

A. The parties hereto waive all claims against every other party for compensation for any loss, damage, injury, or death occurring in consequence of the performance of this agreement.

B. All services performed under this agreement shall be rendered without reimbursement of either party.

C. This agreement supersedes any and all agreements or commitments either oral or written or otherwise entered into between the parties hereto with reference to the service or any part thereof.

D. This agreement shall become effective upon the date of the final signature to the agreement.

E. This agreement will be reviewed annually by both party and will automatically be renewed for another year unless otherwise announced by the City and County.

F. Modifications or cancellation:

(1) Requests for modification will be forwarded, in writing, by one party to the other at least 30 days prior to the desired change date. The change must be mutually agreed upon prior to an effective date of the desired change.

(2) Notification of the intention of either party to cancel this agreement will be

by written notice to the other party at least 90 days in advance of the proposed date of cancellation., except in cases of overriding extenuating public interest.

G. This instrument contains the entire agreement between the parties concerning fire protection mutual aid only. There is no intent, implied or otherwise inferred, concerning any issue except fire protection mutual aid protection. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect. or value unless in *writing* and *duly* approved *and* executed by the parties hereto.

APPROVED by the Camden County Board of Commissioners on the 20<sup>th</sup> day of June, 2000.

**FIRE PROTECTION AGREEMENT  
BETWEEN  
THE CITY OF ST. MARYS  
AND  
THE CAMDEN COUNTY BOARD OF COMMISSIONERS**

1. **Purpose:** This Fire Protection Agreement defines mutual support services to be provided by the City of St. Marys, Georgia (hereafter referred to as “City”) and the Camden County Board of Commissioners (hereafter referred to as ‘County’) regarding fire fighting assistance.
2. **Scope:** The City and County agree to maintain adequate personnel and equipment for the suppression of fires within their own areas, and desire to augment the fire protection available in their respective areas during periods of necessity. The lands or districts of the parties are in close proximity so that initial aid and/or mutual aid for fire protection is deemed feasible. It is the policy of the City of St. Marys and the Camden County Board of Commissioners to conclude such an agreement wherever practicable and is deemed mutually sound, desirable, and beneficial for the parties to this agreement to render assistance to one another in accordance with this Fire Protection Agreement.
3. **Responsibilities:** The rendering of assistance under the terms of this agreement shall be accomplished in accordance with the following:
  - A. Assistance under this agreement may be requested or authorized by the Fire Chief (or in his/her absence in the senior fire official) or senior elected official of either the City or County
  - B. Whenever it is deemed advisable by the senior officer of a fire department belonging to a party of this agreement, or by the senior officer of such fire department actually present at the emergency location, he/she is authorized to request fire fighting assistance under the terms of this agreement. The senior officer on duty of the fire department receiving the request shall take the following actions:
    - (3) Immediately determine if the requested apparatus and personnel are available to respond to the emergency.
    - (4) In accordance with this agreement, dispatch such apparatus and personnel as is necessary to accomplish the mission.
    - (3) The Fire Chief having jurisdiction of the incident scene shall assume full charge of the fire fighting operation.
4. **General:** The rendering of assistance under the terms of this agreement shall not be mandatory, but the party receiving the request shall immediately inform the requesting service if assistance cannot be rendered.
  - A. The parties hereto waive all claims against every other party for compensation for any loss, damage, injury, or death occurring in consequence of the performance of this agreement.
  - B. All services performed under this agreement shall be rendered without

reimbursement of either party.

C. This agreement supersedes any and all agreements or commitments either oral or written or otherwise entered into between the parties hereto with reference to the service or any part thereof.

D. This agreement shall become effective upon the date of the final signature to the agreement.

E. This agreement will be reviewed annually by both party and will automatically be renewed for another year unless otherwise announced by the City and County.

F, Modifications or cancellation:

(1) Requests for modification will be forwarded, in writing, by one party to the other at least 30 days prior to the desired change date. The change must be mutually agreed upon prior to an effective date of the desired change.

(2) Notification of the intention of either party to cancel this agreement will be by written notice to the other party at least 90 days in advance of the proposed date of cancellation., except in cases of overriding extenuating public interest.

G. This instrument contains the entire agreement between the parties concerning fire protection mutual aid only. There is no intent, implied or otherwise inferred, concerning any issue except fire protection mutual aid protection. No modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in *writing* and *duly* approved *and* executed by the parties hereto.

Approved by the Camden County Board of Commissioners on the 20<sup>th</sup> day of June, 2000.

#### **11. Adjourn into Executive Session to discuss pending litigation:**

Motion by Commissioner Hase, seconded by Commissioner Herrin, and voted unanimously that this Board now enters into closed session as allowed by O.C.G.A. Sec. 50-14-4 and pursuant to advice by O. Brent Green, County Attorney, for the purpose of discussing pending litigation;

That upon the conclusion of the discussion or deliberation in the closed session portion of the meeting that this body enter back into open session, open to the public, at which point an announcement will be made in the Commissioners' Meeting Room that this Board is back in session;

That upon coming back into open session this body ratify the consensus taken in closed session; and

That this body, in open session, adopt a resolution authorizing and directing the chairman to execute an affidavit in compliance with O.C.G.A. Sec. 50-14-4, and that this body confirm that the actions of the Board in closed session were, as required by law and approved by the County Attorney.

(8:10 o'clock p.m.)

#### **12. Reconvene: (8:45 o'clock p.m.)**

#### RESOLUTION OF THE CAMDEN COUNTY BOARD OF COMMISSIONERS

BE IT RESOLVED by the Camden County Board of Commissioners as follows: At the meeting held on the 20<sup>th</sup> day of June, 2000, the Board of Commissioners entered into closed session for the purpose of discussing pending litigation. At the close of the discussions upon this subject, the Board did agree to re-enter into open session and herewith takes the following action in open session:

The actions of the Board and the discussions of the same regarding the matter set forth for closed session purposes are hereby ratified.

Each member of this body does hereby confirm that to the best of their knowledge, based upon the advice of the County Attorney, O. Brent Green, who was present during said closed

session, that said subject matter of the meeting and the closed session portion was devoted to matters within the exceptions provided by law and the specific relevant exception is the subject matter as set forth above.

The Chairman of this Board, or the presiding officer, is hereby authorized and directed and pursuant to this Resolution shall execute an affidavit, in full support of the members of this Board, in order to comply with O.C.G.A. Sec. 50-14-4(b).

The affidavit shall be included and filed with the official minutes of the meeting and shall be in a form as required by the statute.

(See signed affidavit attached to these minutes.)

Those voting in favor of the above Resolution:  
Commissioners Foddrell, Hase, Herrin, and Dawson.

Attorney Green announced that he and Attorney Berry discussed the lawsuit with the City of Kingsland regarding water and the use of hydrants, and the lawsuit with the Cities in regard to the use of 1995 SPLOST funds.

### **13. Adjournment:**

Motion by Commissioner Foddrell, seconded by Commissioner Dawson, and voted unanimously to adjourn the meeting.

(Meeting for 4<sup>th</sup> of July canceled, next meeting will be held on Tuesday, July 18, 2000.)

Respectfully submitted,

Robert G. Becker  
Chairman

Nancy C. Weisensee  
Assistant County Administrator