

AGENDA

**Camden County Joint Development Authority
Thursday, August 9th, 2018 at 5:30 p.m.
The Kingsland North Center Conference Room
531 N. Lee Street
Kingsland, Georgia**

- 1. Call to Order – Chairman Jeff Barker**
- 2. Invocation and Pledge**
- 3. Public Welcome and Introduction**
- ★ **4. Amendments to and Adoption of Agenda**
- ★ **5. Approval of the Minutes of the April 12th Meeting**
- ★ **6. Treasurer's Report**
- ★ **7. Approve Bylaws Revisions**
- ★ **8. Approve Public Sector Financial Advisor Engagement**
- 9. Change the October 2018 meeting date**
- 10. Executive Director's Report**
- ★ **11. Executive Session-property acquisition**
- 12. Adjourn Meeting**

Please be advised that this agenda is subject to amendments.

★ *Items requiring a vote.*

As set forth in the American 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 Camden County Joint Development Authority office by 5:00 PM the day before the scheduled meeting for assistance. We can be reached at (912) 729-7201.

**Minutes of the Regular Meeting of the
Board of Directors of the Camden County
Joint Development Authority
August 9, 2018**

The Board of Directors of the Camden County Joint Development Authority held a regular meeting in the Kingsland North Center conference room in Kingsland, Georgia, on August 9, 2018. There were present and participating at the meeting the following board members: Jeff Barker, Rachel Baldwin, Alex Blount, Burford Clark, Louise Mitchell, Tanya Glazebrook, Sheila Sapp, and Stan Fowler. Board member Farran Fullilove was absent. Also in attendance were James Coughlin, Teira Cole, Darren Harper, Stephanie Loveland and members of the public.

The meeting was called to order by the chairman at 5:30 p.m.

Amendments to and adoption of agenda: A motion was made by Mr. Blount, seconded by Mr. Clark, to adopt the agenda. The board voted unanimously to approve the motion.

Approval of the minutes of the April 12th Meeting: A motion was made by Mr. Blount, seconded by Ms. Baldwin, to approve the minutes of the April 12th, 2018 meeting. The board voted to unanimously to approve the motion; a copy of the minutes is attached.

Treasurer's report: Ms. Cole reported on the year to date financials. A motion was made by Ms. Glazebrook, seconded by Ms. Mitchell, to accept the treasurer's report. The board voted unanimously to approve the motion; copies of the financials are attached.

Approve Bylaw Revisions: The chairman discussed the revisions made to the bylaws which were emailed to the board members on June 8, 2018 for their review. A motion was made by Mr. Blount, seconded by Mr. Fowler, to approve and accept the revisions as presented. The board voted to unanimously to approve the motion; a copy of the bylaws is attached.

Approve Public Sector Financial Advisor Engagement: Mr. Coughlin presented the public sector financial advisor engagement. A motion was made by Ms. Glazebrook, seconded by Mr. Blount, to accept the engagement proposal pending the evaluation and review of the document by the Authority counsel, Stephen V. Kinney. The board voted unanimously to approve the motion.

Change the October 2018 Meeting Date: Mr. Coughlin made a request to change the October 2018 board meeting date from October 11, 2018 to October 4, 2018. The board honored the request.

Executive Director's Report: Mr. Coughlin gave a detailed verbal and written report on his activities during the two past months, along with current initiatives and projects. A copy of the written report is attached.

Executive Session: The chairman announced the purpose of the executive session on the agenda was to discuss property acquisition. A motion was made by Mr. Clark, seconded by Mr. Blount, to go into executive session to discuss property acquisition at 6:47 p.m. The board voted to unanimously to approve the motion.

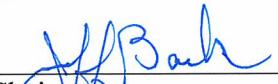
A motion was made by Mr. Blount, seconded by Ms. Glazebrook, to come out of executive session at 7:51 p.m. The board voted to unanimously to approve the motion

Property Acquisition: A motion was made by Mr. Blount, seconded by Mr. Clark, to accept the gift of land from Charles C. Smith, Jr. due to the proximity of the property to the mill property and the potential benefit the property may have to the Authority as potential property owners of a portion of the former mill site. The board voted to unanimously to approve the motion.

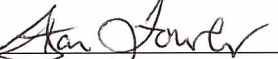
Adjourn:

A motion was made by Mr. Blount, seconded by Ms. Baldwin, and approved unanimously to adjourn the meeting at 7:52 p.m., at which time the meeting was adjourned.

CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY

By: 
Chairman

Date: 10/4/18

By: 
Secretary/Treasurer

Date: 10/4/18

**Minutes of the Regular Meeting of the
Board of Directors of the Camden County
Joint Development Authority
April 12, 2018**

The Board of Directors of the Camden County Joint Development Authority held a regular meeting in the Kingsland North Center conference room in Kingsland, Georgia, on April 12, 2018. There were present and participating at the meeting the following board members: Jeff Barker, Rachel Baldwin, Alex Blount, Burford Clark, Louise Mitchell, Tanya Glazebrook, and Farran Fullilove. Board members Sheila Sapp and Stan Fowler were absent. Also in attendance were James Coughlin, Teira Cole, Darren Harper, and members of the public.

The meeting was called to order by the chairman at 4:30 p.m.

Amendments to and adoption of agenda: A motion was made by Mr. Clark, seconded by Mr. Fullilove, to adopt the agenda. The board voted unanimously to approve the motion.

Approval of the minutes of the February 8th Meeting: A motion was made by Mr. Fullilove, seconded by Ms. Mitchell, to approve the minutes of the February 8, 2018 meeting. The board voted to unanimously to approve the motion; a copy of the minutes is attached.

Treasurer's report: Ms. Cole reported on the year to date financials. A motion was made by Mr. Clark, seconded by Mr. Fullilove, to accept the treasurer's report. The board voted unanimously to approve the motion.

Approve FY19 Business Plan with Budget: The chairman recognized the business plan committee for their work on the FY19 Business Plan. A motion was made by Mr. Blount, seconded by Ms. Baldwin, to approve the FY19 Business Plan with Budget. The board voted to unanimously to approve the motion; a copy of the business plan is attached.

Approve St. Marys Marine Center Development Agreement: A motion was made by Mr. Fullilove, seconded by Mr. Clark, to approve the St. Marys Marine Center Development Agreement. The board voted to unanimously to approve the motion.

Approve Project Orbit Incentive Package: A motion was made by Mr. Clark, seconded by Ms. Glazebrook, to approve the Project Orbit Incentive Package. The board voted to unanimously to approve the motion.

Executive Director's Report: Mr. Coughlin gave a detailed verbal and written report on his activities during the past month, along with current initiatives and projects. A copy of the written report is attached.

Adjourn:

A motion was made by Ms. Glazebrook, seconded by Mr. Blount, and approved unanimously to adjourn the meeting at 5:14 p.m., at which time the meeting was adjourned.

Camden County Joint Development Authority

08/09/18

Balance Sheet

Accrual Basis

As of June 30, 2018

	Jun 30, 18
ASSETS	
Current Assets	
Checking/Savings	
11.2290 · Ameris-9690-MM-Incentive Funds	219,617.23
11.2280 · Citizens/Pineland Incentive Fun	454,214.60
11.2250 · Synovus-Land Acq/Product Dev	229,033.55
11.2200 · Ameris-0158MM-Land Acq/Prod Dev	278,533.71
11.2000 · SE Bank-Checking-Operating Fund	534,727.92
11.1010 · JDA Office Petty Cash	11.04
Total Checking/Savings	1,716,138.05
Other Current Assets	
11.1350 · Note Receivable Foodie'J-CP	3,736.08
11.1935 · Property Tax-Allowables	-1,066.90
11.1905 · Property Tax-Receiveables	4,548.45
Total Other Current Assets	7,217.63
Total Current Assets	1,723,355.68
Fixed Assets	
54.1110 · Land Improvements	32,526.00
54.1100 · Land	482,279.00
24.2500 · Capital Assets	244,285.14
Total Fixed Assets	759,090.14
Other Assets	
11.5000 · Note Receivable Foodie'J	31,998.49
Total Other Assets	31,998.49
TOTAL ASSETS	2,514,444.31
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
12.1001 · Accounts Payable	66,957.73
Total Accounts Payable	66,957.73
Credit Cards	4,982.24
Other Current Liabilities	
12.2500 · Deferred Revenue-Property Taxes	9,602.05
Total Other Current Liabilities	9,602.05
Total Current Liabilities	81,542.02
Total Liabilities	81,542.02
Equity	
13.2050 · Rest. Fund Bal- Fixed Assets	759,090.14
13.1000 · Fund Balance	1,118,387.34
13.3000 · Retained Earnings	537,329.63
Net Income	18,095.18
Total Equity	2,432,902.29
TOTAL LIABILITIES & EQUITY	2,514,444.31

11:13 AM

Camden County Joint Development Authority

08/09/18

Balance Sheet

Accrual Basis

As of July 31, 2018

	Jul 31, 18
ASSETS	
Current Assets	
Checking/Savings	
11.2290 · Ameris-9690-MM-Incentive Funds	219,648.05
11.2280 · Citizens/Pineland Incentive Fun	454,272.47
11.2250 · Synovus-Land Acq/Product Dev	229,045.22
11.2200 · Ameris-0158MM-Land Acq/Prod Dev	278,553.25
11.2000 · SE Bank-Checking-Operating Fund	524,911.40
11.1010 · JDA Office Petty Cash	11.04
Total Checking/Savings	1,706,441.43
Other Current Assets	
11.1350 · Note Receivable Foodie'J-CP	3,736.08
11.1935 · Property Tax-Allowables	-1,066.90
11.1905 · Property Tax-Receiveables	4,548.45
Total Other Current Assets	7,217.63
Total Current Assets	1,713,659.06
Fixed Assets	
54.1110 · Land Improvements	32,526.00
54.1100 · Land	482,279.00
24.2500 · Capital Assets	244,285.14
Total Fixed Assets	759,090.14
Other Assets	
11.5000 · Note Receivable Foodie'J	31,689.99
Total Other Assets	31,689.99
TOTAL ASSETS	<u>2,504,439.19</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
12.1001 · Accounts Payable	23,189.42
Total Accounts Payable	23,189.42
Credit Cards	1,217.32
Other Current Liabilities	
12.2500 · Deferred Revenue-Property Taxes	9,602.05
Total Other Current Liabilities	9,602.05
Total Current Liabilities	34,008.79
Total Liabilities	34,008.79
Equity	
13.2050 · Rest. Fund Bal- Fixed Assets	759,090.14
13.1000 · Fund Balance	1,118,387.34
13.3000 · Retained Earnings	555,424.81
Net Income	37,528.11
Total Equity	2,470,430.40
TOTAL LIABILITIES & EQUITY	<u>2,504,439.19</u>

11:35 AM

Camden County Joint Development Authority

Profit & Loss YTD Comparison

08/09/18

July 2017 through June 2018

Accrual Basis

	Jul '17 - Jun 18	Jul '17 - Jun 18
Ordinary Income/Expense		
Income		
38.1500 · Donations	7,500.00	7,500.00
39.0005 · CAM Fee Income	1,572.00	1,572.00
39.0003 · Landlease Income	18,000.00	18,000.00
33.1000 · Camden County Budget Dist	720,000.00	720,000.00
36.1000 · Interest Income	2,947.68	2,947.68
Total Income	750,019.68	750,019.68
Gross Profit	750,019.68	750,019.68
Expense		
51.1414 · Loan Principal	3,662.15	3,662.15
53.2102 · Land Acquisition/Prod. Developm	36,250.00	36,250.00
51.1415 · Loan Interest	754.45	754.45
52.3701 · Cont. Education & Development	3,519.00	3,519.00
52.3601 · Professional Dues/Registrations	3,320.71	3,320.71
53.1400 · Bank Service Charge	30.00	30.00
53.1301 · Board & Office Meetings	407.75	407.75
52.1231 · Camden County Industrial Park	12,821.26	12,821.26
52.1201 · Accounting	3,000.00	3,000.00
52.3300 · Advertising/Promo/Marketing	25,624.08	25,624.08
53.1300 · Business Meals	4,218.63	4,218.63
52.1500 · Contingency	4,054.86	4,054.86
52.1203 · Eng., Enviro. & Prof. Services	291,254.97	291,254.97
52.1202 · Legal & Insurance	18,568.90	18,568.90
54.2500 · Office Equipment/Computers	4,108.01	4,108.01
53.1100 · Office Supplies	791.24	791.24
53.1101 · Postage	180.82	180.82
51.1100 · Payroll, Taxes & Benefits	304,055.26	304,055.26
53.1540 · Telephone	4,661.01	4,661.01
52.3500 · Vehicle and Travel	10,641.40	10,641.40
Total Expense	731,924.50	731,924.50
Net Ordinary Income	18,095.18	18,095.18
Net Income	18,095.18	18,095.18

11:33 AM

Camden County Joint Development Authority

Profit & Loss YTD Comparison

08/09/18

July 2018

Accrual Basis

	Jul 18	Jul 18
Ordinary Income/Expense		
Income		
39.0003 · Landlease Income	4,500.00	4,500.00
33.1000 · Camden County Budget Dist	60,000.00	60,000.00
36.1000 · Interest Income	221.46	221.46
Total Income	64,721.46	64,721.46
Gross Profit	64,721.46	64,721.46
Expense		
51.1414 · Loan Principal	308.50	308.50
51.1415 · Loan Interest	59.55	59.55
52.3701 · Cont. Education & Development	265.00	265.00
53.1301 · Board & Office Meetings	19.84	19.84
52.1231 · Camden County Industrial Park	298.73	298.73
52.3300 · Advertising/Promo/Marketing	3,490.90	3,490.90
53.1300 · Business Meals	38.69	38.69
52.1203 · Eng., Enviro. & Prof. Services	8,581.50	8,581.50
52.1202 · Legal & Insurance	205.00	205.00
54.2500 · Office Equipment/Computers	160.86	160.86
51.1100 · Payroll, Taxes & Benefits	13,472.90	13,472.90
53.1540 · Telephone	207.84	207.84
52.3500 · Vehicle and Travel	84.04	84.04
Total Expense	27,193.35	27,193.35
Net Ordinary Income	37,528.11	37,528.11
Net Income	<u>37,528.11</u>	<u>37,528.11</u>

11:31 AM

08/09/18

Accrual Basis

Camden County Joint Development Authority

Profit & Loss Budget vs. Actual

July 2017 through June 2018

	Jul '17 - Jun 18	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
38.1500 • Donations	7,500.00	1,000.00	6,500.00
39.0005 • CAM Fee Income	1,572.00	2,000.00	-428.00
39.0003 • Landlease Income	18,000.00	7,500.00	10,500.00
33.1000 • Camden County Budget Dist	720,000.00	720,000.00	0.00
36.1000 • Interest Income	2,947.68	2,754.48	193.20
Total Income	750,019.68	733,254.48	16,765.20
Gross Profit	750,019.68	733,254.48	16,765.20
Expense			
51.1414 • Loan Principal	3,662.15	0.00	3,662.15
53.2102 • Land Acquisition/Prod. Developm	36,250.00	150,000.00	-113,750.00
51.1415 • Loan Interest	754.45	754.48	-0.03
52.3701 • Cont. Education & Development	3,519.00	5,000.00	-1,481.00
52.3601 • Professional Dues/Registrations	3,320.71	7,000.00	-3,679.29
53.1400 • Bank Service Charge	30.00	100.00	-70.00
53.1301 • Board & Office Meetings	407.75	400.00	7.75
52.1231 • Camden County Industrial Park	12,821.26	25,000.00	-12,178.74
52.1201 • Accounting	3,000.00	3,500.00	-500.00
52.3300 • Advertising/Promo/Marketing	25,624.08	20,000.00	5,624.08
53.1300 • Business Meals	4,218.63	6,000.00	-1,781.37
52.1500 • Contingency	4,054.86	32,500.00	-28,445.14
52.1203 • Eng., Enviro. & Prof. Services	291,254.97	145,000.00	146,254.97
52.1202 • Legal & Insurance	18,568.90	9,500.00	9,068.90
54.2500 • Office Equipment/Computers	4,108.01	6,000.00	-1,891.99
53.1100 • Office Supplies	791.24	1,500.00	-708.76
53.1101 • Postage	180.82	500.00	-319.18
51.1100 • Payroll, Taxes & Benefits	304,055.26	295,000.00	9,055.26
53.1540 • Telephone	4,661.01	5,500.00	-838.99
52.3500 • Vehicle and Travel	10,641.40	20,000.00	-9,358.60
Total Expense	731,924.50	733,254.48	-1,329.98
Net Ordinary Income	18,095.18	0.00	18,095.18
Net Income	18,095.18	0.00	18,095.18

12:24 PM

08/09/18

Accrual Basis

Camden County Joint Development Authority
Profit & Loss Budget vs. Actual
July 2018

	Jul 18	Budget	\$ Over Budget
Ordinary Income/Expense			
Income			
38.1500 • Donations	0.00	83.37	-83.37
39.0003 • Landlease Income	4,500.00		
33.1000 • Camden County Budget Dist	60,000.00	60,000.00	0.00
36.1000 • Interest Income	221.46	199.51	21.95
Total Income	64,721.46	60,282.88	4,438.58
Gross Profit	64,721.46	60,282.88	4,438.58
Expense			
51.1414 • Loan Principal	308.50	308.50	0.00
53.2102 • Land Acquisition/Prod. Developm	0.00	12,500.00	-12,500.00
51.1415 • Loan Interest	59.55	0.00	59.55
52.3701 • Cont. Education & Development	265.00	116.74	-151.74
53.1400 • Bank Service Charge	0.00	100.00	-100.00
53.1301 • Board & Office Meetings	19.84	33.37	-13.53
52.1231 • Camden County Industrial Park	298.73	2,083.37	-1,784.64
52.3300 • Advertising/Promo/Marketing	3,490.90	1,916.74	1,574.16
53.1300 • Business Meals	38.69	500.00	-461.31
52.1500 • Contingency	0.00	2,083.37	-2,083.37
52.1203 • Eng., Enviro. & Prof. Services	8,581.50	10,416.74	-1,835.24
52.1202 • Legal & Insurance	205.00	5,000.00	-4,795.00
54.2500 • Office Equipment/Computers	160.86	500.00	-339.14
53.1100 • Office Supplies	0.00	250.00	-250.00
53.1101 • Postage	0.00	41.63	-41.63
52.3700 • Professional Development	0.00	583.37	-583.37
51.1100 • Payroll, Taxes & Benefits	13,472.90	25,583.37	-12,110.47
53.1540 • Telephone	207.84	468.66	-260.82
52.3500 • Vehicle and Travel	84.04	1,666.74	-1,582.70
Total Expense	27,193.35	64,452.60	-37,259.25
Net Ordinary Income	37,528.11	-4,169.72	41,697.83
Net Income	<u>37,528.11</u>	<u>-4,169.72</u>	<u>41,697.83</u>

**BYLAWS OF
CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY**

Authority

Camden County Joint Development Authority ("Authority") is a public body corporate and politically created pursuant to the provisions of Article VII, Section VII of the Constitution of the State of Georgia and the Development Authorities Law of the State of Georgia (O.C.G.A Sections 36-62-1, et seq.), as amended (collectively the "Act"), and activating resolutions of the Camden County Commissioners of Roads and Revenues, Georgia adopted on May 19, 1981, the City Council of the City of Kingsland, Georgia, adopted on June 10, 1981, the City Council of the City of St. Marys, Georgia, adopted on June 16, 1981, and the City Council of the City of Woodbine, Georgia, adopted on June 1, 1981, all of which have been filed with the Secretary of State of the State of Georgia. The Authority was created for the purpose of developing, promoting and expanding for the public good and general welfare, industry, agriculture, commerce, natural resources, the creation of jobs and the making of long-range plans for the coordination of such development, promotion and expansion within the territorial limits of Camden County, Georgia as provided by Georgia law. The bylaws of the Authority, providing for its government, are as follows:

ARTICLE I

NAME

The name of this Joint Development Authority shall be the Camden County Joint Development Authority.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Authority shall be located at 531 North Lee Street in the City of Kingsland 31548, County of Camden, State of Georgia. The Authority may establish other offices or facilities as the Authority may authorize and direct.

ARTICLE III

SEAL

The seal of the Authority shall have inscribed thereon, between two concentric circles, the words "Camden County Joint Development Authority", and in the center thereof the word "Seal" or shall be of such other configuration as the Authority by resolution may hereafter determine appropriate.

ARTICLE IV

MEMBERS

Section 1. Terms. The Authority shall consist of nine members, to be appointed as follows: three by the Camden County Commissioners; two by the City of Kingsland; two by the City of St. Marys, and two by the City of Woodbine. Pursuant to a joint resolution adopted by the cities and county commissioners in 2014, members are chosen by posts; and as of October 1, 2014, the post numbers, entities appointing, current members, and expiration dates are as follows:

Post	Entity Appointing	Member currently serving	Expiration of current term
1	County	Stan Fowler	December 31, 2018
2	County	Charles C. Smith, Jr.	December 31, 2016
3	County	W. Burford Clark	December 31, 2018
4	Kingsland	Rachel Baldwin	December 31, 2016
5	Kingsland	Alex Blount	December 31, 2017
6	St. Marys	Jeff Barker	December 31, 2016

7	St. Marys	Gary Willis	December 31, 2017
8	Woodbine	Sheila Sapp	December 31, 2019
9	Woodbine	Louise Mitchell	December 31, 2019

Section 2. Tenure; Term Limits. Each member of the Authority shall serve for a term of four years. Any member serving on October 1, 2014, shall not be appointed for more than one additional term immediately following the expiration of his or her current term. No other member appointed to the Authority shall serve more than two consecutive full four year terms; but this prohibition shall not prohibit a person from being appointed as a member if that person has not been a member for at least four years. Each member appointed to the Authority on the vacancy in office of any appointed member shall serve the balance of the replaced member's term of office.

Section 3. Report of Vacancy. At least 60 days prior to the expiration of the term of any appointed member, the executive director shall report to the governing authority of the county or city by which the appointed member was nominated and appointed the impending expiration of a term or the occurrence of the vacancy. With such report, the executive director shall provide to the governing authority the name and jurisdiction of the appointed member whose term is scheduled to expire or whose office is vacant.

ARTICLE V

The cost to Authority members for lodging, meals, travel and the registration fees associated with Development Authority board member training, when the training is required by law to maintain members' status, will be reimbursed to members and/or paid upon their presentation of receipts showing payment of the above items.

The cost to members for other expenditures on behalf of the Authority may be reimbursed and/or paid provided the members of the Authority give prior approval or the expenditures are subsequently ratified by the board.

ARTICLE VI **MEETINGS**

Section 1. General. The Authority shall hold an annual meeting in ~~July~~ January of each year, and shall hold a regular meeting at least bi-monthly and may hold other regular or special meetings as often as it deems appropriate and necessary.

Section 2. Schedule of Meetings. The Authority shall by resolution set the day and time for the annual meeting and the date and time for at least one regular meeting to be held bi-monthly ~~on the third Friday~~ beginning in January of each year. Unless otherwise specified by the Authority by resolution, all annual, regular or special meetings of the Authority set by resolution of the Authority shall be at the principal office of the Authority.

Section 3. Called Meetings. The Authority may hold special meetings not set by resolution when called by the chairman, or the vice chairman when acting in place of the chairman, or by five members of the Authority. Such special meetings may be held as often as deemed appropriate and necessary, and the date and times of such meetings shall be held at the principal office of the Authority, unless otherwise designated in the notice of the meeting.

Section 4. Notice to Members

4.1 At least three days prior to the annual meeting or a regular meeting set by resolution, the secretary-treasurer or his or her designate, shall cause notice of such meeting to be given to all members of Authority and to the executive director. Notice may be delivered in person, by telephone, by mail, by courier, by email, or facsimile transmission. Any notice by facsimile transmission or email shall be delivered to the facsimile reception number or email address, as the case may be, specified by the member on file with the executive director. Any notice by mail or by courier shall be delivered to the address

specified by the member or on file with the executive director. In the case of a mail notice, notice shall be deemed given when the notice is deposited in the mail properly addressed with first class postage prepaid. The notice shall advise the date and time of the meeting and shall specify the business to be transacted at or the purpose of the meeting.

4.2 When a special meeting is set by resolution or when a special meeting not set by resolution is called as provided by these bylaws, the person or persons calling the same shall request the secretary-treasurer to give notice by one of the methods hereinabove provided at least two days prior to said meeting.

4.3 Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of said notice except when a member attends a meeting for the express and sole purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

4.4 The Authority's chairman or his or her designee will develop an agenda at least three days prior to each regular meeting and two days prior to each special meeting; items not on the original agenda will be considered and voted upon for addition to the agenda immediately prior to the commencement of proceedings for each meeting.

Section 5. Public Notice

5.1 The secretary-treasurer, or his or her designee, shall post at the principal office of the Authority, in a conspicuous place accessible to the public, a schedule of the annual, regular or special meetings of the Authority.

5.2 If a meeting of the Authority scheduled to be held at the principal office of the Authority is for any reason held at any other place, the secretary-treasurer, or his or her designee, shall give prompt, but in any event at least 24 hours prior to the meeting, written or oral notice to each Authority member and either to the legal organ of Camden County, Georgia, or to a newspaper having general circulation in Camden County of the place of meeting.

5.3 At least two days prior to a special called meeting, the chairman, secretary-treasurer or his or her designee, shall give notice of such meeting either to the legal organ of Camden County or to a newspaper having general circulation in Camden County.

5.4 The secretary-treasurer, or his or her designee, shall post at the principal office of the Authority in a conspicuous place accessible to the public, the agenda for each meeting which shall not be removed from such position for a period of two days following such meeting.

Section 6. Quorum. At all the meetings of the Authority, the presence of a majority of the members of the Authority then serving shall be necessary to constitute a quorum for the transaction of business.

Section 7. Action. The act of a majority of the quorum of the Authority who are present at a meeting shall constitute the action of the Authority, unless a greater number is required by law. In voting, each member of the Authority present at the meeting shall have one vote. No vote may be exercised by proxy. All votes in the affirmative and negative shall be entered in the minutes.

ARTICLE VII

COMMITTEES

Section 1. Committees. The chair of the Authority shall have the power and authority to appoint such committees as the chair may think proper or as the Authority may authorize, and shall designate the members thereof and prescribe their duties and powers.

Section 2. Committee Authority. The committees of the Authority shall have the power to study, investigate, and recommend to the Authority any action within the jurisdiction of the Authority when responsibility for such matter has been vested in another committee. Each committee of the

Authority shall have the power to study, investigate and recommend to the Authority any action which the Authority has the power to take within the sphere of responsibility of the committee.

Section 3. Limitation of Authority. No committee shall have the power to take any action on behalf of the Authority. Any action of a committee of the Authority shall not be binding unless the action is submitted to the Authority at regular or special meeting and accepted and ratified by the Authority members.

Section 4. Meetings. Each committee shall by resolution or direction of such committee's chair set the place, day and time for meetings of the committee. A meeting of any committee may be called by its chairman upon giving notice to the members thereof in the same manner as prescribed by these bylaws for meetings of the Authority.

Section 5. Quorum. Unless otherwise provided, a majority of the whole committee shall constitute a quorum and the act of a majority of the members of the committee present at a meeting at which a quorum is present shall be the act of the committee.

Section 7. Notice. Subject to the provisions of Section 3 of this article, at any meeting of a committee, the committee may consider and act upon any matter and transact any business which comes before the committee, whether or not such matter or business was included within the notice given to the members of the committee.

Section 8. Public Notice.

8.1 The secretary-treasurer, or his or her designate, shall post at the principal office of the Authority, in a conspicuous place accessible to the public a schedule of the meeting of a committee governed these bylaws.

8.2 If a meeting of a committee scheduled to be held at the principal office of the Authority is for any reason held at any other place, the secretary-treasurer shall give prompt, but in any event at least three days prior to the meeting, written or oral notice to each committee member and either to the legal organ of Camden County or to a newspaper having general circulation in the county.

8.3 At least three days prior to a called committee meeting governed by these bylaws, the secretary-treasurer shall give notice of such meeting either to the legal organ of Camden County or to a newspaper having general circulation in such county.

8.4 The secretary-treasurer shall post at the principal office of the Authority, in a conspicuous place accessible to the public, the agenda for each such meeting as soon as it is available.

ARTICLE VIII

PROCEDURES; MINUTES

Section 1. Rules of Order. Meetings of the Authority and any committee thereof shall be conducted in accordance with the most recent edition of Robert's Rules of Order, newly revised, except to the extent the constitution or laws of Georgia or these bylaws provide for a different procedure. The executive director shall serve as the parliamentarian for the Authority and for each committee thereof.

Section 2. Minutes. Adequate written minutes shall be kept recording the acts and proceedings at meetings of the Authority. Such minutes shall, at a minimum, include the names of the members of the Authority present at the meeting, a description of each matter or other proposal made during the meeting, and a record of all votes. Such minutes shall be prepared by the secretary-treasurer or his or her designate. A copy of the minutes shall be delivered in person or by email to each member of the Authority. Minutes shall be read and approved at the next regular meeting of the Authority. The official minutes of the meeting of the Authority shall be those approved by the Authority.

ARTICLE IX

FISCAL YEAR; ANNUAL BUDGET

Section 1. Fiscal Year. The fiscal year of the Authority shall commence on July 1 of each year and expire on June 30 the following year.

Section 2. Annual Budget. The Authority shall at its May meeting adopt an annual budget for its succeeding fiscal year and may thereafter from time to time amend the budget so adopted. The annual budget shall reflect the revenue or fund sources expected to be available to the Authority for the succeeding fiscal year of the Authority and the expenditures expected to be required or made by the Authority during such fiscal year.

ARTICLE X

OFFICERS

Section 1. Officers. The officers of the board shall consist of a chairman, vice chairman, secretary-treasurer and such other officers as may be deemed necessary or desirable by the Authority for the efficient conduct of the business and affairs of the Authority, all of whom shall be elected by the members of the Authority at the annual meeting.

Section 2. Qualifications. The chairman, vice chairman, and secretary-treasurer shall be members of the Authority. The executive director shall not be a member of the Authority.

Section 3. Election. The chairman, vice chairman, and secretary-treasurer shall be elected by the Authority at the annual meeting of the Authority for a term of one year commencing at the date of the annual meeting and each such officer shall serve during the calendar year for which such officer is elected or until the officer's successor to the office is elected and qualified.

Section 4. Executive Director. The Authority shall appoint an executive director. The executive director may act under that title.

Section 5. Vacancies. A vacancy in the Office of the chair, vice-chair and secretary-treasurer shall be filled for the unexpired term by the Authority. A vacancy in any ~~other office~~ post shall be filled in the same manner as the original appointment.

Section 6. Removal of Officers. Any officer, elected or appointed by the Authority or appointed with or subject to its approval may resign or whenever in the Authority's judgment the best interest of the Authority would be served thereby, may be removed from office by the Authority.

ARTICLE XI

DUTIES OF OFFICERS

Section 1. Chair. The chairman of the Authority shall be the Chief Presiding Officer of the Authority and shall have the general powers of supervision and management of the Authority business affairs and shall perform, or cause to be performed the duties incident to each supervision and management. In that capacity, the chair shall have the following powers and duties:

- 1.1 To preside, when present, at all meetings of the Authority;
- 1.2 To see that all orders, resolutions and other actions of the Authority are carried into effect;
- 1.3 To appoint the chairman and membership of all committees and to serve as an "ex officio" member of all committees;
- 1.4 To sign and execute in the name of the Authority all written instructions of every kind and character which the Authority or the law has authorized the chair to execute and, if no other officer is designated by the Authority or by law, to sign and execute such documents in the name of the Authority which are authorized by the Authority by law;
- 1.5 Upon the occurrence of any vacancy in an office filled by an election by the Authority, the chair shall have the authority to fill the vacancy until the next meeting of the Authority; and

1.6 To perform all duties incident to the office of chair and such other duties as may be prescribed by these bylaws or by the Authority from time to time.

Section 2. Vice Chairman. The vice chairman shall be the Assistant Presiding Officer of the Authority and shall have the following powers and duties:

- 2.1 To assist the chairman in the performance of his or her duties;
- 2.2 To perform the duties of the chairman in the event of a vacancy in such position or in the event of the disability or absence for more than 21 days of the chairman;
- 2.3 To preside over meetings of the Authority in the absence of the chairman;
- 2.4 To sign duly authorized checks on the accounts of the Authority; and
- 2.5 To perform such other duties and exercise such other powers as the board of directors shall request or delegate.

Section 3. Secretary-Treasurer.

3.1 The secretary-treasurer shall have the general responsibility to record the transaction of business by the Authority and to affix the seal of the Authority to documents requiring such formality.

3.2 The secretary-treasurer shall designate a person to carry out his or her duties at any meeting of the Authority the secretary-treasurer is unable to.

3.3 The secretary-treasurer, directly or acting through a designate, shall record or be responsible for the recording of votes and the preparation and keeping the minutes of all meetings and proceedings of the Authority and any committee thereof; shall have custody to the book of minutes and the seal of the Authority; and shall attest and affix the Authority to such documents as the Authority or chair direct or as the law may require.

3.4 The secretary-treasurer, directly or acting through a designate, shall give, or cause to be given, notice of all meetings of the Authority or any committee thereof as provided by these bylaws; and shall perform such duties incident to the office of the secretary-treasurer as the Authority may direct. Should the secretary-treasurer fail or refuse to give notice of any meeting called in accordance with the provisions of these bylaws, the chairman, vice chairman, or the Authority members calling such a meeting shall then give notice required by these bylaws.

3.5 The secretary-treasurer, acting through the designate, shall keep at the principal office of the Authority, open to inspection by the members of the Authority at all reasonable times, the original or certified copy of the bylaws of the Authority and the book of minutes of the Authority.

3.6 The secretary-treasurer, or his or her designate, shall have charge and custody of and be responsible for, all funds, securities, moneys and other valuables of the Authority. In such capacity, the secretary-treasurer shall have the following duties and powers:

(a) To receive and give receipts for monies due and payable to the Authority from any source whatever;

(b) To deposit, or cause to be deposited, all such funds securities and monies in the name of and to the credit of the Authority in such depositories as may be designated by the Authority;

(c) To make, or cause to be made, such disbursements as the Authority may direct or pursuant to the direction of the executive director as may be authorized by these bylaws, taking proper evidence of authority to disburse and proper evidence of authority to disburse and proper vouchers for such disbursements;

(d) To keep and maintain open to inspection by any member of the Authority at all reasonable times adequate, accurate and correct amounts of the properties and business transactions of the Authority;

(e) To render monthly and annual financial statements showing the condition of the Authority as of the close of business for the preceding accounting period; and

(f) To perform all duties incident to the office of the secretary-treasurer, and such other duties as may be prescribed by the Authority from time to time.

Section 4. Executive Director. The executive director of the Authority shall be the chief executive officer of the Authority for the operation and management of all programs, services, facilities, and operations of the Authority and shall, in that capacity, have the general and active management of the

business and affairs of the Authority subject to the direction and control of the Authority and officers and committees of the Authority. In that capacity, the executive director shall have the following powers and duties:

4.1 To prepare and submit to the Authority for its review and approval the annual budget; to recommend amendments for the annual budget from time to time; and to report to the Authority at least quarterly on the actual revenues and expenses of the Authority comparative with the budgeted revenues and expenses;

4.2 To execute on behalf of the Authority all budget documents or certifications required by any other public or private entry;

4.3 To accept on behalf of the Authority all gifts or grants to it for its authorized purposes, provided that no such gift or grant shall be accepted conditioned on any obligation continuing beyond the current fiscal year of the Authority without the prior approval of the Authority;

4.4 To conduct, supervise and manage the operation and maintenance of all programs, services, facilities, and operations of the Authority;

4.5 To employ in accordance with a schedule of positions and the annual budget approved by the Authority and take disciplinary action against or discharge all employees of the Authority;

4.6 To make, within the salary schedules and annual budget approved by the Authority, or otherwise to recommend to the Authority, salary raises, promotions, or other compensation or benefits for all employees under the direction and control of the executive director;

4.7 To adopt and execute employment policies and practices; subject to the exceptions set forth above;

4.8 To sign and execute contracts in the name of the Authority when authorized to do so by resolution of the Authority and to sign and execute contracts in the name of the Authority when no other officer is designated by the Authority;

4.9 In accordance with budgets, policies, forms and schedules adopted and approved by the Authority, to execute contracts to provide for facilities, equipment and services to the Authority, but without the prior approval of the Authority no such contract shall be executed which binds the Authority beyond its current fiscal year necessary to prevent or remove imminent damage to persons;

4.10 To approve for payment all bills for services, supplies and materials ~~to transmit them to the secretary-treasurer for payment;~~

4.11 To direct the disbursement of all salaries to all employees of the Authority;

4.12 To keep and maintain open for inspection by any member of the Authority at all reasonable times, accurate and complete records of business affairs and transactions of the Authority, and to transmit to the Authority, on a monthly, quarterly, and annual basis, a summary showing activities of the executive director and operations of the Authority for the preceding period as reflected by records kept and maintained by the executive director;

4.13 To report periodically to the Authority or its committees and to make recommendations for changes in existing job positions and salary schedules;

4.14 To attend all annual, regular and special meetings of the Authority; and

4.15 To perform such other duties as may be incident to the office of the executive director or as may be prescribed from time to time by the Authority, its committees, or chairman, consistent herewith.

Section 5. Required Signatures. No withdrawal shall be made from, nor shall any payment be made against any deposit held by the Authority, except upon approval of and the signature of the secretary-treasurer or the executive director or the chairman. Unless authorized by proper resolution of the Authority, two of such signatures will be required on all checks or orders of withdrawal in the amount of more than \$1,000.00.

Provided, however, the signer of any check or order of withdrawal may not reimburse himself.

Section 6. Delegation of Authority.

6.1 The executive director may, in writing delegate such authority and responsibility of the executive director to subordinate employees of the Authority as the executive director deems necessary or convenient to the efficient and effective operations of the Authority.

6.2 The secretary-treasurer may authorize, in writing, delegate to subordinate employees of the Authority such authority and responsibilities of the secretary-treasurer as the secretary-treasurer deems necessary or convenient to the efficient and effective operations of the Authority.

6.3 No such delegation by the executive director shall relieve the executive director or secretary-treasurer of their respective responsibilities to the Authority to see that all such delegated authority or responsibility are performed in accordance with these bylaws or other direction or action of the Authority, and the executive director and secretary-treasurer shall remain responsible to the Authority for actions of any subordinate to whom such a delegation is made.

ARTICLE XII

CONFLICTS OF INTEREST

Section 1. Disclosure. Each member of the Authority and each non-member officer of the Authority shall disclose to the Authority and to the executive director, in advance of any action thereon by the Authority or by such officer on behalf of the Authority, any matter in which the member or officer is interested in personally or in which any relative by blood or marriage within the third degree of the member or non-member officer is interested, in either case whether such interest is direct or by virtue of the interest in such matter by an entity in which the member or non-member officer or relative thereof is a shareholder, director, officer, partner (whether general or limited), or member by which the member or non-member officer or relative thereof is employed, indirect.

ARTICLE XIII

AMENDMENTS

The Authority may from time to time amend these bylaws or adopt new bylaws, but no such amendment or new bylaws shall be called for a vote until the expiration of 30 days after the proposed amendment is, in writing, distributed in person or by mail to the members of the Authority.

ARTICLE XIV

The adoption of these bylaws shall not abrogate any action heretofore taken by the Authority prior to the adoption hereof.

ADOPTED, this _____ day of _____, 20____.

Camden County Joint Development
Authority

By: _____
Chairman

Attest:

Secretary-Treasurer

(Seal)

Terminus Municipal Advisors, LLC ("Municipal Advisor") appreciates the opportunity to serve as municipal advisor to **Camden County Joint Development Authority, Georgia** (the "Client"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor, effective on the date this Agreement is executed by Client (the "Effective Date").

1. Scope of Services.

The Scope of Services to be provided under this Agreement shall consist of the activities described below with respect the proposed issuance of the Client's debt obligations to fund capital improvement needs. The Scope of Services shall also include activities described below with respect municipal financial products (as specified below) entered into by Client in connection with the Issue(s) during the term of this Agreement.

Municipal Advisor shall or may undertake some or all of the following activities for or on behalf of Client with respect to the Issue(s) in carrying out this engagement, as directed by Client.

New Issues. Provide some or all of the following services with respect to Client's new Issue(s):

1. Evaluate options or alternatives with respect to the proposed new Issue;
2. Review recommendations made by other parties to Client with respect to the new Issue;
3. Review financial and other information regarding Client, the proposed Issue and any source of repayment of or security for the Issue;
4. Consult with and/or advise Client on actual or potential changes in market place practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans;
5. Assist Client in establishing a plan of financing;
6. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue;
7. Prepare the financing schedule;

8. Consult and meet with representatives of Client and its agents or consultants with respect to the Issue;
9. Attend meetings of Client's governing body, as requested;
10. Advise Client on the manner of sale of the Issue;
11. Assist in the gathering of information with respect to financial, statistical and factual information relating to Client in connection with the preparation of the preliminary, final official statement, and any other offering materials;
12. If the Issue is to be sold on a competitive bid basis and Client has not engaged disclosure counsel to prepare the preliminary and final official statement, prepare the preliminary and final official statement and the bid package, obtain CUSIP numbers and provide an electronic version of the official statement to the winning underwriter;
13. If the Issue is to be sold on a negotiated basis, assist in the preparation and/or review the preliminary, final official statement and any other offering materials;
14. Make arrangements for printing, advertising and other vendor services necessary or appropriate in connection with the Issue
15. Advise Client with regard to any continuing disclosure undertaking required to be entered into in connection with the Issue, including advising on the selection of a dissemination agent;
16. In a competitive bid sale, assist Client in collecting and analyzing bids submitted by underwriters and/or lending institutions and in connection with Client's selection of a winning bidder;
17. In a negotiated sale, assist Client in the selection of underwriters;
18. At the time of sale, provide Client with relevant data on comparable issues recently or currently being sold nationally and by comparable Clients
19. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process, advise Client on matters relating to retail or other order periods and syndicate priorities, review the order book, advise on the acceptability of the underwriter's pricing and offer to purchase

20. Advise Client with respect to recommendations made by the underwriters and other interactions between Client and potential transaction counterparties;
21. Assist Client in selecting legal and other professionals (such as trustee, escrow agent, accountant, feasibility consultant, etc.) to work on the Issue
22. Respond to questions from bidders, underwriters or potential investors
23. Arrange and facilitate visits to, prepare materials for, and make recommendations to Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
24. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of Client and other documents necessary to finalize and close the Issue
25. Coordinate working group sessions, closing, delivery of the new Issue and transfer of funds
26. Prepare a closing memorandum or transaction summary, together with general guidance for Client with respect to post-closing requirements relating to the use and investment of bond proceeds and the payment of debt service
27. Provide such other usual and customary financial advisory services as may be requested by Client

Municipal Advisor's Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by Municipal Advisor to Client. The rule also requires that Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information.

Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with Municipal Advisor in carrying out these regulatory duties, including providing to Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to Municipal Advisor written direction to do so as well as any information it has received from such third party relating to its recommendation.

2. **Term of this Engagement.** The term of this Agreement begins on the Effective Date and ends, unless earlier terminated as provided below, at the close of business on the settlement date for the Issue. This Agreement may be terminated with or without cause by either party upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

3. **Compensation.**

(a) *Fees and expenses.* For services hereunder, the Client will pay fees to Terminus as follows: Client will pay a transaction fee for any bonds or debt obligations that are issued on behalf of the proposed project. The current fee for our proposed services is \$40,000.00. The proposed fee shall be confirmed, reviewed and agreed upon by both parties prior to any issuance of debt obligations, however, the fee is subject to mutual amendment based on the final deal complexity, time committed, and overall services rendered to the Client. All expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, upon invoice therefore, for any out-of-pocket expenses incurred by Terminus, at the request of the Client. All expenses, if any, would be preapproved by the Client.

The Client shall pay all costs of issuing any notes or bonds including underwriting, bond counsel, underwriter's counsel, rating fees, trustee fees, verification fee, certificate fees, CUSIP fees, printing/posting costs and any other such costs of issuing bonds or other debt instruments.

(b) **Limitation of liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons, Municipal Advisor and its associated persons shall have no liability to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or otherwise relating to the tax treatment of any Issue [or Product], or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived [, nor shall it constitute a waiver or diminution of Municipal Advisor's fiduciary duty to Client under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder].]

4. **Required Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Municipal Advisor's Disclosure Statement delivered to Client together with this Agreement.

5. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Georgia.

6. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

7. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

8. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or

make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

9. **No Third-Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

10. **Authority.** The undersigned represents and warrants that (s)he has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct Municipal Advisor's performance of its activities under this Agreement:

Matthew R. Arrington, President
David E. Corbin, CEO

11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

TERMINUS MUNICIPAL ADVISORS, LLC

By: _____
Title: _____
Date: June 11, 2018

ACCEPTED AND AGREED:

CAMDEN COUNTY JOINT DOWNTOWN DEVELOPMENT AUTHORITY

By: _____
Title: _____
Date: _____



Camden County Joint Development Authority

Executive Director's Report

August 2018

The Mission of the Camden County Joint Development Authority is to promote and stimulate economic growth in Camden County.

Active Project Update

- **St. Marys Marine Center**
 - Permitting Process Update
 - Public Notice with DNR as of August 4, 2018
 - Public Notice with Corps of Engineers as of July 17, 2018
 - Both are in time for us to be considered at the **September 14th** DNR board meeting
 - **Meeting will be held at 9:30 a.m. at DNR Coastal Resources Division in Brunswick**
 - Next steps
 - Work with developer to get tenants signed
 - Get public financing ready for development
 - Sign agreement with financial advisor
- **Project Homecoming**
 - Marine refit/repair
 - 20-30 high paying jobs
 - **Contingent on SMMC and Coast Guard contract**
- **Bowhead Marine/Logistics**
 - Marine refit/repair
 - 30–50 high paying jobs
 - Authority assisted with rezoning of property
 - Bowhead local manager is VERY supportive of our workforce efforts
- **Project Orbit**
 - Satellite Manufacturer
 - 100 jobs
 - Avg. salary \$85,000
 - Incentive offer is still on table

- **ABL Space Systems**

- Rocket Manufacturer
- Phased Operations
 - Process and stage rockets shipped here from California at former St. Marys airport (no firing or flight, see attached document)
 - Test systems at Spaceport site (no launch)
 - Launch from Spaceport Camden
 - Manufacture rockets in Camden County
- We are working with Navy, City of St. Marys and County to get deal done
 - Lease at airport may be with Authority and subleased to ABL
 - **Update: The Navy hangars at the former airport will not be available for 18-24 months. Instead we are focusing on several buildings in the St. Marys Airport Industrial Park with access to the former runways via a gate**
 - We are discussing lease terms with building owners
 - City is preparing a lease agreement for airport property

Workforce

- **Coastal Pines Technical College**
 - Access road has been made ready for contractors in bid process by City of Kingsland and Camden County crews
 - Road will not be ready for public access until late next year
- **Marine Workforce Summit June 25th**
 - Authority hosted event to address workforce concerns of marine related businesses such as manufacturers, boatyards, and repair facilities
 - We partnered with GA Marine Business Association and CPTC
 - Representatives attended from:
 - Insetta, Robalo, Chaparral,
 - Thunderbolt Marine, Hinckley Yachts
 - Yamaha, Caterpillar Marine
 - Coastal Pines Tech College , Camden County High School
- **Marine Technology Program**
 - CCHS and CPTC have identified already approved programs they are willing to implement
 - Yamaha Outboards provides textbooks and “dealership status” to schools for purchasing equipment and supplies
 - We are trying to assist school system with identifying other assistance

Camden County Joint Development Authority
Project Manager's Report
9 August 2018

St. Marys Marine Center (SMMC)

Mr. Harper assisted Mr. Coughlin in preparing subdivision applications for the City of St. Marys in reference to a triangular portion of property to assist in an alignment with the Barnett Southern Property acquisition.

Mr. Harper also prepared the subdivision application material for Mr. Newsom to provide to Mr. Ames Barnett and his counsel for their property subdivision application.

Mr. Harper assisted Mr. Coughlin in outlining property/project funding images to assist in project funding services to be provided by Mr. Corbin if approved by the Board.

Mr. Harper and Mr. Coughlin met with Mr. John Royal to discuss his project to get the trustee to donate the Wood Stork Rookery to the State and make it into a bird viewing area with platforms and trails. Mr. Coughlin also spoke with Mr. Mie DeMell about the rookery to determine current regulations over the site. Mr. DeMell will be sending the Authority a copy of the current Habitat Plan for the site.

Mr. Harper participated in a conference call with Mr. Benton, Mr. Anderson, Georgia EPD and Georgia Brownfield program regarding question Mr. Benton had about GEFA loan requirements related to EPD review of all loan application.

Mr. Harper was among the JDA staff members who assisted in the Wharf/St. Marys site visit of Congressman Buddy Carter o August 8, 2018.

Project Homecoming

Mr. Harper, Mr. Coughlin, and Mr. Benton continue to communicate with Project Homecoming as the CEO continues to collect data for his project and funding agency.

Project Mey

No new updates as of yet about project expansion efforts.

Other projects

Mr. Harper attended County Commission meeting with Mr. Meron regarding Bowhead Marine project and spoke on behalf of the Authority in support of the project.

Mr. Harper attended County Commission meeting, City of Kingsland, City of St. Marys, and City of Woodbine Council meetings in reference to Intergovernmental Agreement for CPTC Road Project. IGA has been approved by all local government excepting City of Woodbine which still had questions regarding the agreement. Mr. Harper informed Mr. Spell who was going to reach out to the City of Woodbine to schedule a meeting with Council and Administration along with Mr. Boatright to discuss all questions.

Mr. Harper assisted Mr. Mark Kevan in picking up attendees for the TRIAD conference held on base in July.

Mr. Harper participated in several conference calls with ABL Space Systems regarding potential building space in Camden County. Mr. Harper identified a building in the St. Marys Industrial Park and made contact with the ownership group. Mr. Harper is currently working with the ownership group to structure lease arrangements for ABL and their Camden operations.

Mr. Harper assisted, along with all JDA staff, in Georgia Marine Workforce Summit event at Crooked River State Park.

Mr. Harper provided a site to tour of the Wharf project to Mr. Tony King with Springsted. This is one of the bond companies that Mr. Coughlin and Mr. Benton met with in Atlanta.

Board of Directors Meeting
Thursday, August 9, 2018

Kingsland North Center Conference Room

(Please Print)

Email