



# **CITY OF KINGSLAND, GEORGIA**

## **CITY COUNCIL**

**AGENDA • APRIL 28, 2014**

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**Regular Meeting**

**City Council Chamber**

**6:00 PM**

**107 South Lee Street - City Hall, Kingsland, GA 31548**

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### **I. CALL TO ORDER AND WELCOME GUESTS**

### **II. ROLL CALL**

|                        |                 |
|------------------------|-----------------|
| Alex Blount            | Mayor Pro Tem   |
| Jim McClain            | City Councilman |
| Daniel Minckler        | City Councilman |
| Charles Grayson Day Jr | City Councilman |
| Kenneth Smith Sr       | Mayor           |

### **III. INVOCATION AND PLEDGE TO THE FLAG**

### **IV. CONSENT DOCKET**

- A.** Approve the Council Minutes of the last regular council Meeting
  - 1. City Council - Regular Meeting - Apr 14, 2014 6:00 PM
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

### **V. RECOGNITION**

### **VI. PRESENTATION**

- 1. Juvenile Diabetes Research Foundation Check Presentation

### **VII. GRANTING AUDIENCE TO THE PUBLIC**

### **VIII. OLD BUSINESS**

**IX. NEW BUSINESS**

1. FY 2012-13 Audit Presentation by Baird & Company, CPAs, LLC
2. APPROVAL OF: County Health Clinic MOU
3. Franchise Fee Review - Presentation by Greg Fender
4. Discussion Of: Collection of Delinquent Taxes
5. Discussion and Approval Of: Bid Award for Police Pursuit Sedans
6. Discussion Of: Sign Ordinance.....Councilman Day
7. Discussion Of: Replacement of Aging Fire and Rescue Fleet....Councilman Day
8. McKinney Medical Center Letter of Support
9. Executive Session: Personnel

**X. MAYOR AND COUNCIL ANNOUNCEMENT****XI. ADJOURNED**

**CAMDEN COUNTY BOARD OF COMMISSIONERS  
POST OFFICE BOX 99  
WOODBINE, GEORGIA 31569**

**MEMORANDUM OF UNDERSTANDING ESTABLISHING A  
COOPERATIVE PARTNERSHIP BETWEEN THE  
CAMDEN COUNTY BOARD OF COMMISSIONERS  
AND THE CITY OF KINGSLAND, GEORGIA  
FOR THE PROVIDING OF ONSITE CLINICAL MEDICAL SERVICES  
BY CAMDEN COUNTY TO EMPLOYEES OF THE CITY OF KINGSLAND**

This Memorandum of Understanding (herein after the "MOU") between the Camden County Board of Commissioners (herein after the "CCBC") and the City of Kingsland, Georgia (herein after the "CITY"); entered into this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting May 5, 2014 and continuing through June 30, 2014 as defined and as agreed to as set forth herein:

1. WHEREAS the CCBC and the CITY are lawful governments as envisioned by Georgia Law.
2. WHEREAS the CCBC is a self-insured body for the purposes of providing health insurance benefits to CCBC's employees; and the CITY has purchased a health insurance policy for the purposes of providing health insurance benefits to CITY's employees.
3. WHEREAS both CCBC and CITY desires to manage their employer provided health insurance costs in the most economical manner.
4. WHEREAS CCBC has an established onsite medical clinic to provide a wellness program for employees in an attempt to reduce health insurance costs for CCBC. The clinic is at 701 Charles Gilman Jr. Avenue, Suite B, Kingsland, Georgia.
5. WHEREAS CCBC has contracted with a local Georgia licensed physician along with two (2) Georgia licensed registered nurses to oversee and provide medical services for CCBC's employees at the afore-stated clinics in an effort to reduce costs associated with the self-insured program.
6. WHEREAS CCBC and CITY have entered into discussions that have led to the CITY and CCBC entering into this MOU which creates a cooperative partnership so as to allow CITY's employees to utilize the afore-stated clinic whereby the physician, physician's assistant, nurse practitioner and the registered nurses will provide an onsite medical clinical treatment program to CITY's employees while performing the onsite medical clinical treatment program for CCBC.
7. NOW THEREFORE BE IT RESOLVED the CCBC and CITY hereby enters into this MOU which establishes a cooperative partnership between the parties hereto for the

providing of onsite medical clinical services to the employees of the City of Kingsland pursuant to the following terms.

a. This MOU shall be effective upon the final approval by the CCBC (Camden County Board of Commissioners) and CITY (the Council for the City of Kingsland, Georgia) and entered upon the lawful minutes of each political body.

b. Operational dates of this MOU shall start upon final approval by CCBC and CITY and shall terminate on June 30, 2014 unless extended by a written agreement between the CCBC and CITY. Either CCBC or the CITY may terminate this MOU at any time by informing the other party in writing 30 days prior to the termination of the agreement which shall be delivered *instantly* to the County Administrator for CCBC or the City Manager for the CITY.

c. CCBC shall establish the medical clinics hours of operation as stated herein below; and shall have sole authority for the retaining of the afore-said professional medical services for this MOU and the clinic; the location and hours of operations shall be:

- i. Nurse(s) will be available Monday through Friday 8:00 a.m. – 5:00 p.m.
- ii. Physician/Physician's Assistant/Nurse Practitioner will be available a minimum of eight hours a week.

d. In the forming of this cooperative partnership the CCBC and the CITY shall each be responsible for the total clinic operations cost on a pro-rata basis pursuant to the following formula.

CCBC has determined the estimated budgeted operating cost for CCBC's Fiscal Year 2013-2014 is \$251,864.00. This budgeted amount is to cover any and all expenses associated with the onsite clinic (physician, physician's assistant, registered nursing staff, malpractice liability insurance premiums, non-medical staff, medical supplies, medications, and the utility and maintenance costs to operate the clinic).

It has further been determined that the CITY utilized the onsite medical clinics for CCBC's Fiscal year 2012-2013 for a pro-rated use percentage of 14.06% of the total operating costs for the afore-stated fiscal budget year.

It is hereby agreed and consented to by the parties hereto that the CITY shall pay to CCBC 14.06% of the afore-stated \$251,864.00 conditioned on the CITY use of the clinical services not exceeding the 14.06% projected use of the clinic for 2013-2014 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$35,412.00 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$2,951.00. CCBC shall invoice the CITY for the monthly installment payment by the 25<sup>th</sup> day of each month in which the clinical services are provided starting with May 2014 and invoice the CITY each and every month thereafter pursuant to the terms of this MEMORANDUM OF UNDERSTANDING. CITY shall pay

to CCBC the monthly installment by the 10<sup>th</sup> day of the following month for the services performed in the previous month.

The aforesaid formula for payment of clinical services provided to the CITY shall be reviewed by CCBC on a quarterly basis in an effort to keep the CITY informed of the percentage of clinical services provided and costs so associated with the provided services in comparison to the funding so allocated for the onsite clinic operations. Upon review of the quarterly reports, the CITY shall be notified by the CCBC of the actual costs and utilization as well as any differential in pay.

The quarterly reviews are for the periods of July 1, 2013 to September 30, 2013; October 1, 2013 to December 31, 2013; January 1, 2014 to March 31, 2014; and April 1, 2014 to June 30, 2014. The completed quarterly review shall be presented by the CCBC to CITY on or before the 20th day of the month following the quarter just completed.

e. CITY will be notified by CCBC in a timely manner of a change in clinic's hour of operation so that the CITY's employees may schedule their time to meet with the health care providers. Representatives of the CCBC's Human Resources Department and the CITY's Human Resources Department shall meet as needed to work out clinic schedules as necessary.

f. This MOU does not establish an employer/employee relationship between CITY's employees and CCBC.

g. CITY agrees to hold harmless and indemnify CCBC from any damages, liability, actions, claims, or demands that may arise within the scope of this MOU in regards to CITY's agents, servants, employees, invitees, or licenses arising out of this MOU during the term of this MOU.

h. The services as defined herein shall only be provided to those CITY employees that are currently enrolled in the CITY's employer provided health insurance program. City shall provide to CCBC a list of currently enrolled employees in CITY's employer provided health insurance program as may be amended from time to time.

ATTEST ON FOLLOWING PAGE

Hereby agreed to by the parties hereto on the date as approved by the political bodies:

This 15<sup>th</sup> day of April, 2014.

  
\_\_\_\_\_  
JAMES STARLINE, Chairman  
Camden County Board of Commissioners

ATTEST:

  
\_\_\_\_\_  
KATHRYN BISHOP, County Clerk

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
KENNETH SMITH, Mayor, City of Kingsland

ATTEST:

\_\_\_\_\_  
LINDA M. O'SHAUGHNESSY, City Clerk

Attachment: Health Clinic MOU (1016 : County Health Clinic MOU)

## Proposal for Delinquent Tax Collection Services

### Experience in Government Tax Collections

#### 1994

Land Title Services, Inc. was founded as a means to assist the Carroll County Attorney with the collection of delinquent property taxes. Acting as tax collection administrator and title examiner for the County Attorney, LTS performed all abstracts and provided a summary of his findings for the levy procedure.

#### 1995

Land Title Services, Inc. began to take on a much larger role in the collection of delinquent taxes in Carroll County; LTS's services included the preparation of certified levy notices and legal advertisement preparation.

#### 1996

Land Title Services, Inc., now doing business as **Government Tax Solutions** takes over sole responsibility for the assistance of delinquent property tax collections for **Carroll County** and **Heard County**. These services include, but are not limited to:

- ★ List preparation
- ★ File preparation
- ★ Title examinations
- ★ Levy notification
- ★ Legal advertisement preparation and submittal

#### 1998

Government Tax Solutions, L.P. incorporates. Within four months, expands its clients to include six (6) counties.

#### Present

- ★ Government Tax Solutions is currently under contract with over 75 Counties and Municipalities throughout the state of Georgia. We are enjoying great success due to our committed staff and our excellent research teams.

## Collection Ratio

Collection ratios vary from client to client. Typically you may expect between a 35% to 40% return on our Stage 1 process.

Our Stage 2 process typically generates an average collection ratio of 95%.

The ultimate goal of GTS is to collect any and all "collectable" delinquent parcels. Any parcels deemed non-collectable will be submitted to the appropriate party for evaluation. If necessary, GTS will provide an insolvent package disclosing our findings on "non-collectable" parcels for submittal to the local governing authority.

## Methodology

Under a contract for the collection of delinquent taxes, GTS will perform the following services in accordance with Georgia Law and in accordance with the methods and practices set forth by the Georgia Department of Revenue and the Fair Debt Collection Practices Act:

**Set Up**      **The GTS account manager will schedule an initial meeting with the person in charge of property tax collections. During the course of this meeting both parties will:**

- Determine the number of delinquent accounts/parcels to be processed.
- Discuss the client's current collection systems and methods.
- Determine if there are any unusual circumstances.
- Review any software issues and data conversion methods.
- A review of our services.
- Determine an action plan, time schedule, and payment deadlines.

**Stage 1**      **Upon receiving the list of delinquent parcels:**

- GTS will mail out our standard delinquent collection letter or the client's version of our letter. The letter will state the payment deadline that must be met in order to prevent additional charges and the levy from taking place.
- Upon receiving any returned mail, GTS will perform a "Skip Trace" on these returns to find an alternate address and resend the collection letters.\*

*\*GTS will resubmit letters. However, by law we cannot change addresses as they are shown in your tax system.*

**Stage 2 Upon expiration of the Stage 1 deadline, the Levy:**

- GTS will verify all paid parcels with the local staff.
- GTS, if needed, will divide the remaining parcels left for levy collection into multiple monthly batches in accordance with terms agreed upon in the initial meeting.
- GTS will verify each parcel ownership record for any bankruptcy filings in the local bankruptcy court and pull the parcel from the levy if an active bankruptcy is reported.
- GTS will perform a **limited title abstract** in the Clerk of Superior Court's office to determine the following:
  - Current owner of record.
  - Defendant in FiFa for all tax years due.
  - Any and all interested parties.
  - Any outstanding Liens or Lis Pendens.
  - Verification that land matches what is assessed and can be properly levied.
- GTS will review all title examinations to insure proper notification.
- GTS will enter data into GTSBase™ for distribution of notices.
- GTS will send proper levy notice to all of the following parties by certified mail:
  - Current owner of record.
  - Defendant in FiFa for all tax years due.
  - Any and all interested parties including the mortgage company.
  - Tenant in possession
- GTS will again verify all paid parcels with the local staff.
- GTS will prepare Legal Advertisements and submit them to the legal organ.
- GTS, if necessary, will assist in issuing and recording the tax lien FiFa in the Clerk of Superior Court's office.
- GTS will send a final 10-day notification to the current owner of record and tenant in possession.

- GTS will perform a Title Examination update to check for “last minute” conveyances 10 days prior to sale.
- GTS will deliver to the client copies of all completed unpaid files.
- GTS will perform a phone campaign 2 weeks prior to the sale.
- If necessary, GTS will assist in conducting the tax sale.
- GTS will have our attorney prepare the tax deeds within 30 days of the tax sale.
- GTS will notify the appropriate parties of the availability of any excess funds.

### **Firm Capability and Capacity**

**GTS** has the capacity to facilitate as many parcels as required by the client.

**GTS** is the first company of our kind and a pioneer in delinquent tax collection.

**GTS** has never made a claim on our errors and admissions or liability insurance.

### **Insurance**

GTS carries over 2 million dollars in liability insurance, 1 million dollars in errors and omissions coverage and \$500,000 in workers compensation on site and travel coverage.

### **Special Considerations**

GTS has conducted this type of work in Cities and Counties throughout Georgia since 1994. Due to our experience with local governments across the state, GTS already has a team of highly skilled title examiners who are familiar with your local real estate deed office and tax assessor's office.

In today's world, deed record searches can be somewhat unusual due to all of the banking transfers, foreclosures, FDIC loan assumptions, mortgage assignments and title conveyances. At GTS we feel very confident in our abstractors' abilities to provide the comprehensive, accurate and timely title searches needed for a proper tax levy.



Government Tax Solutions

## Fee Schedule

GTS proposes a flat fee for successful collection efforts with all tax payments paid directly to the County. **IF WE DO NOT COLLECT ON A PARCEL WE DO NOT GET PAID.**

The following is an outline of the payment schedule allowed to GTS:

- For all accounts turned over to GTS and collected during the Stage 1 process, GTS will be paid the following for any and all collected parcels:

*Add decl to Tax Bill*

|                                          |         |                                          |
|------------------------------------------|---------|------------------------------------------|
| <input type="checkbox"/> Under \$10.00   | FREE    | <i>&lt; 5%</i>                           |
| <input type="checkbox"/> \$10.00-\$99.99 | \$35.00 | <i>File using 2003 for 1 year</i>        |
| <input type="checkbox"/> \$100-          | \$65.00 | <i>&gt; if stage 2 moves to \$175.00</i> |

- For all accounts turned over to GTS and collected during the Stage 2 process, GTS will be paid **\$175.00** for a and all collected parcels. Parcels **sold at tax sale** will include an additional **\$25.00** Post Sale Administration cost to cover the expense of post-sale title updates and other administrative duties related to the sale.
- It is intended that all payments by the taxpayers or other interested parties on these collected accounts be made directly to City/ County and not to GTS. **Under no circumstances will GTS accept or receipt for any tax payment.**
- The City is responsible for incurring costs for legal advertisement, sheriff services, Recording fees and Deed preparation. **These fees are allowed to be recovered by the City under Georgia law during the collection process\*.**

## Additional Services

Attachment: delinquent taxes (1034 : Taxes)

## Additional Tax Sale Services

### ★ Tax Sale Assistance:

If you so wish, GTS will attend your Tax Sale to assist or even conduct the tax sale proceedings at no additional cost.

### ★ On Staff Attorney:

GTS has an attorney on staff with over 30 years of real estate law experience and over 7 years of service as a County Attorney.

### ★ Tax Deed Preparation:

GTS will have our attorney prepare all tax deeds at no additional cost.

### ★ Notice of Funds:

GTS will mail the notices of excess funds as required by law at no additional cost.

### ★ File Issuance:

GTS will provide you with the original parcel files for those properties sold at the tax sale at no additional cost. These files include all phone contacts, mail correspondence, title examinations and title summaries.

Government Tax Solutions is your "one stop shop" service provider. We stand to provide you with the most professional service in assisting you with collecting those hard to collect delinquent taxes. Our fee structure is designed as a "no cost fee" to you so that the good taxpayers who pay on time do not have to pay GTS's collection costs created by the delinquent taxpayer.

We look forward to helping you with your delinquent tax collections. Call us soon.



## City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548

☎ (912) 729-5613

📠 (912) 729-7618

April 24, 2014

McKinney Medical Center  
218 Quarterman Street  
Waycross, GA 31501

Attn: Ola Smith, CEO

Dear Ms. Smith:

The Mayor and Council of the City of Kingsland, Georgia present this letter in support of the McKinney Medical Center's request for state funding for the purpose of establishing a medical center in Camden County, Georgia. Providing accessible and affordable health care to persons in need, regardless of their economic status, will be an asset to our community.

The McKinney Medical Center provides primary and preventative health care to those underprivileged and underinsured individuals and families that may otherwise not have access to basic healthcare. The need in our community is definite and our support of the medical center's vision and mission is strong.

Bringing a better quality of life to our residents is our duty as elected officials and providing quality healthcare to a segment of our population that is currently underserved is a tremendous part of fulfilling our goal.

Again, we express our full support and look forward to a successful partnership with McKinney Medical Center in our community.

Most Sincerely,

Mayor Kenneth E. Smith, Sr.

Attachment: McKinney Medical Center Support Letter (1039 : McKinney Medical Center Letter of Support)



# Board of County Commissioners

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

Phone: (912) 510.0464 • Fax: (912) 576.5647 • [www.co.camden.ga.us](http://www.co.camden.ga.us)

## Office of the County Administrator

April 23, 2014

Dear Community Leaders and Healthcare Professionals:

On August 23, 2013 a meeting was held with community leaders at Southeast Georgia Health System, Camden Campus, to discuss the uninsured and underinsured population of Camden County. On September 12, 2013 an informational open forum was held and a presentation was given by Ms. Ola Smith, CEO of McKinney Medical Center and Mr. Duane Kavka, CEO of Georgia Association of Primary Healthcare on the topic and to answer questions. These meetings were to discuss an opportunity to provide affordable health care to the Citizens of Camden County. Unanimous support was received for a Federally Qualified Health Center (FQHC); Camden County has invested a significant amount of time in bringing the McKinney Medical Center, Inc. (MMC) currently located in Ware, Brantley, Charlton, Bacon and Pierce counties to Camden County.

I would like to take this opportunity to ask for your letters of support to expand the McKinney Medical Center, a Federally Qualified Health Center (FQHC), to Camden County. Please find enclosed a copy of our letter of support to bring the McKinney Medical Center to Camden County for your review. Please address your letter to McKinney Medical Center, Attn Ola Smith, CEO, 218 Quarterman Street, Waycross, GA 31501. Below is information about FQHCs, I am confident you will find it beneficial.

FQHCs are community-based organizations that provide comprehensive primary and preventive care, including health, oral, and mental health/substance abuse services to persons of all ages, regardless of their ability to pay or health insurance status. The FQHC planned for Camden is a Community Health Center (CHC). McKinney Medical Center, an FQHC out of Waycross (three locations in Waycross, one in Alma, one in Nahunta, and one in Charlton),

*"Leadership that Listens"*

STEVE L. HOWARD  
County Administrator

JOHN S. MYERS  
County Attorney

WILLIS R. KEENE JR.  
Commissioner, District 1

CHUCK CLARK  
Commissioner, District 2

JIMMY STARLINE  
Commissioner, District 3

GARY BLOUNT  
Commissioner, District 4

TONY SHEPARD  
Commissioner, District 5

will expand to Camden County, next to Camden County CASA (same site as DFCS and Gateway), across from Camden Middle School on Charles Gilman Drive. Ola Smith is the CEO of McKinney Medical Center and also serves on the Georgia Association of Public Health Centers.

FQHCs operate under a consumer Board of Directors governance structure and function under the supervision of the Health Resources and Services Administration (HRSA), which is part of the United States Department of Health and Human Services (HHS). FQHCs were originally meant to provide comprehensive health services to the medically underserved to reduce the patient load on hospital emergency rooms. Their mission now is to enhance primary care services in underserved urban and rural communities. In particular, they serve underserved, underinsured, and uninsured Americans, including migrant workers and non-U.S. citizens.

FQHCs charge for services on a community board approved sliding-fee scale that is based on patients' family income and size. In return for serving all patients regardless of ability to pay, FQHCs receive consideration from the Federal government in the form of a cash grant, cost-based reimbursement for their Medicaid patients, and free malpractice coverage under the Federal Tort Claims Act (FTCA).

| State                | Total FQHC | State          | Total FQHC |
|----------------------|------------|----------------|------------|
| Alabama              | 14         | Montana        | 15         |
| Alaska               | 25         | Nebraska       | 6          |
| Arizona              | 16         | Nevada         | 3          |
| Arkansas             | 12         | New Hampshire  | 10         |
| California           | 118        | New Jersey     | 20         |
| Colorado             | 15         | New Mexico     | 15         |
| Connecticut          | 13         | New York       | 51         |
| Delaware             | 4          | North Carolina | 27         |
| District of Columbia | 5          | North Dakota   | 4          |
| Florida              | 44         | Ohio           | 32         |
| Georgia              | 27         | Oklahoma       | 17         |
| Guam                 | NA         | Oregon         | 31         |

*“Leadership that Listens”*

STEVE L. HOWARD  
County Administrator

JOHN S. MYER  
County Attorney

WILLIS R. KEENE JR.  
Commissioner, District 1

CHUCK CLARK  
Commissioner, District 2

JIMMY STARLINE  
Commissioner, District 3

GARY BLOUNT  
Commissioner, District 4

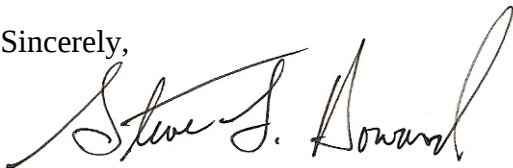
TONY SHEPPARD  
Commissioner, District 5

|                   |    |                |    |
|-------------------|----|----------------|----|
| Hawaii            | 14 | Pennsylvania   | 35 |
| Idaho             | 11 | Puerto Rico    | 19 |
| Illinois          | 36 | Rhode Island   | 8  |
| Indiana           | 19 | South Carolina | 20 |
| Iowa              | 13 | South Dakota   | 6  |
| Kansas            | 13 | Tennessee      | 23 |
| Kentucky          | 19 | Texas          | 64 |
| Louisiana         | 24 | Utah           | 11 |
| Maine             | 18 | Vermont        | 8  |
| Maryland          | 16 | Virgin Islands | NA |
| Massachusetts     | 36 | Virginia       | 25 |
| Michigan          | 29 | Washington     | 25 |
| Minnesota         | 15 | West Virginia  | 28 |
| Mississippi       | 21 | Wisconsin      | 16 |
| Missouri          | 21 | Wyoming        | 6  |
| Northern Marianas | 1  |                |    |

Please send your support letters to Renee' Crews via email at [mrcrews@co.camden.ga.us](mailto:mrcrews@co.camden.ga.us).

Thank you in advance for supporting this opportunity for Camden County.

Sincerely,



Steve L. Howard, ICMA-CM, CPM, CPPO  
County Administrator

*"Leadership that Listens"*

STEVE L. HOWARD  
County Administrator

JOHN S. MYER  
County Attorney

WILLIS R. KEENE JR.  
Commissioner, District 1

CHUCK CLARK  
Commissioner, District 2

JIMMY STARLINE  
Commissioner, District 3

GARY BLOUNT  
Commissioner, District 4

TONY SHEPPARD  
Commissioner, District 5