CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● MAY 12, 2014

Regular Meeting	**City Council Chamber**	**6:00 PM**

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

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

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 28, 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

VII. GRANTING AUDIENCE TO THE PUBLIC

1. Donald Mounsey

VIII. OLD BUSINESS

IX. NEW BUSINESS

1. APPROVAL OF: FY 2013/14 Mid-Year Budget Adjustments
2. Joint Development Authority Support Resolution
3. GMA: Proxy for Annual Business Meeting in Savannah
4. Camden County PSA - Waiver of Ad ValorumTax
5. APPROVAL OF: GTS Tax Collection Service Contract
6. Approval Of: Election of District 12 Officers
7. Approval Of: Consortium Member Addendum for Living Well Employees Health Clinic
8. Cancellation Of: City Council Meeting for May 26, 2014, Memorial Day

X. PLANNING AND ZONING

1. APPLICATION FOR RESIDENTIAL BUSINESS - Jamie Leigh Helmly

Jamie Leigh Helmly, 226 Woodbridge Rd is requesting a Residential Business Permit for "Miss Jaimie's Little Learners Home Daycare". Zoning is R-1. She is working on her state certification. There will be a maximum of 6 children. One neighbor appeared in opposition to any business in a residential area and traffic it would create. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OCCUPATION - Anita E. Morton

Anita E. Morton, 212 Greenbriar Rd is requesting a Home Occupation Permit for "Tiny Little Details" making custom designer bibs and selling them online. Zoning is R-1. She uses one room of her home for sewing and will also be selling occasionally at craft shows. Planning Commission Recommends Approval.

3. APPLICATION FOR HOME OFFICE - Andrew Edenfield

Andrew Edenfield, 2 Glenn's Place is requesting a Home Office Permit for "Forever Trim Lawn Services". Zoning is R-5. He stores his equipment in a shed in the rear of his residence. Planning Commission Recommends Approval.

4. APPLICATION FOR HOME OCCUPATION - Sharmain Anderson

Sharmain Anderson, 102 Edwards Dr is requesting a Home Office Permit for "The Babysitting Agency". Zoning is R-1. She maintains a reference checked list of sitters available on-line and by phone. No users come to her residence. Planning Commission Recommends Approval.

XI. MAYOR AND COUNCIL ANNOUNCEMENT

XII. ADJOURNED

City of Kingsland
Proposed Revised
FY 2013/14 Budget

	Department	FY 13-14 Original Budget	FY 13-14 Mid-Year Revised Budget	Variance from FY 13-14 Original Budget to FY 13/14 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	$ Increase/ Decrease	
General Fund	General Fund Revenues	$10,095,346	$10,625,417	5.25%	$530,071	Contingency change of $101,672 to $103,378. Overall increase resulting from capital lease revenue offset by capital outlay in the fire department. Includes a decline in property taxes, motor vehicle taxes, ambulance fees and fines offset by increases in TAV taxes, insurance recovery, and sale of general fixed assets.
	Administration	$1,102,823	$1,090,655	-1.10%	-$12,168	Overall decrease of 1.10% resulting from a decrease in salaries and health insurance offset by increases in legal fees, computer maint agreements, and electricity.
	Information Technology	$215,607	$227,964	5.73%	$12,357	Overall increase of 5.73% resulting from allocating court technology funds to this department offset by a reduction in health insurance.
	Finance	$349,659	$347,848	-0.52%	-$1,811	Overall decrease of .52% resulting from a decrease in salaries offset by an increase in purchased/contracted services.
	Municipal Court	$626,299	$564,379	-9.89%	-$61,920	Overall decrease of 9.89% resulting from a decrease in fine add-ons due to a decrease in fine revenues.
	Police	$2,969,169	$2,969,671	0.02%	$502	Overall increase of .02% resulting from an slight increase in overtime, auto parts, and gasoline offset by decreases in health insurance, travel, communication, and small equipment.
	Fire	$2,017,868	$2,571,893	27.46%	$554,025	Overall increase due to capital outlay offset by capital lease revenue. Includes decreases resulting from a decrease in health insurance and vehicle repairs offset by an increase in auto parts.
	Public Works	$1,765,120	$1,794,866	1.69%	$29,746	Overall increase of 1.69% resulting from an increase in purchased/contracted services, gasoline, electricity offset by a decrease in salaries and health insurance. Additional increase in equipment purchased through DOT maint contract offset by revenue of the same amount.
	Planning & Zoning	$529,337	$516,781	-2.37%	-$12,556	Overall decrease of 2.37% resulting from a decrease in professional fees of $13,300 and health insurance offset by an increase in auto parts.
	Economic Development	$156,064	$175,939	12.74%	$19,875	Overall increase of 12.74% resulting from an increase in puchased/contracted services.
	Fleet Services	$261,728	$262,043	0.12%	$315	Overall increase of .12% resulting from an increase in supplies offset by a decrease in health insurance.
	General Fund Total Expenditures	$9,993,674	$10,522,039	5.29%	$528,365	
Solid Waste	Solid Waste Revenues	$1,199,100	$1,155,470	-3.78%	-$43,630	Contingency change of $84,087 to $108,987. Revenue decrease resulting from reduction in capital lease revenue.
	Expenses	$1,115,013	$1,046,483	-6.55%	-$68,530	Decrease in capital outlay and debt service payments from garbage truck bids being lower than original budget.

City of Kingsland
Proposed Revised
FY 2013/14 Budget

	Department	FY 13-14 Original Budget	FY 13-14 Mid-Year Revised Budget	Variance from FY 13-14 Original Budget to FY 13/14 Recomm'd Revised		Reason for Change From Original Budget to Recommended Revised Budget
				% Change	$ Increase/ Decrease	
Water/Sewer Fund	Revenues for Water/Sewer Fund	$5,233,500	$6,051,898	15.64%	$818,398	Contingency change of $178,687 to $318,542. Revenue increase resulting from tap fees, capital recovery fees, transfer in from Splost ($512,838) to fund Water/Sewer Splost projects and cash carry forward from previously restricted debt service funds released for bond refunding issuance costs ($206,060) offset by a reduction in interest revenues.
	Administration	$582,602	$541,932	-6.98%	-$40,670	Overall decrease of 6.98% resulting from a reduction in salaries and vehicle capital outlays.
	Information Technology	$23,774	$24,629	3.60%	$855	Overall increase of 3.6% resulting from allocating court technology funds to this department.
	Finance	$192,826	$188,827	-2.07%	-$3,999	Overall decrease of 2.07% resulting from a decrease in salaries and health insurance offset by an increase in professional services and supplies.
	Fleet Services	$85,840	$85,945	0.12%	$105	Overall increase of .12% due to a slight increase in retirement contributions offset by a decrease in auto parts.
	Operations	$4,169,771	$4,892,024	17.32%	$722,253	Overall increase of 17.32% resulting from an increase in professional services, water/sewer projects funded by Splost ($514,205), debt issuance costs from bond refunding ($206,060) offset by a decrease in health insurance.
	Water/Sewer Fund Total Expenses	$5,054,813	$5,733,357	13.42%	$678,544	
Other Funds	Revolving Loan Fund	$99	$99	0.00%	$0	Revolving Loan-Kgld Grocery-no change
	Confiscated Assets Fund	$25,000	$315,070	92.07%	$290,070	Increase related to CISCO funds and federal funds being received.
	Grant Fund-DOT	$400,000	$400,000	100.00%	$0	Based on revenues projected from DOT.
	Multiple Grant Fund	$214,000	$362,815	41.02%	$148,815	Increase to account for LMIG funds received.
	Georgia Gateway CID	$0	$10,000	100.00%	$10,000	New fund to account for Community Improvement District. This fund is a blended component unit of the City. Its current revenue source is derived from loans from the landowner(s) of the district and from Epic Resort Management Group. No current expenses are paid from City funds.
	CVB Fund (Tourism)	$317,800	$317,800	0.00%	$0	Revenues are based at 44% of estimated Hotel/motel tax revenues & merchandise sales. No change.
	Hotel/Motel Tax Fund	$715,000	$715,000	0.00%	$0	Based on hotel/motel tax revenues anticipated. No change.
	Downtown Development Authority Fund	$8,275	$15,848	47.79%	$7,573	Funded by DDA fundraising events. All expenses paid directly from the DDA checking account. Change resulting from prior year cash carry forward.
	Kingsland Development Authority	$130,852	$130,852	0.00%	$0	Special Revenue Fund used to account for the blended component unit whose purpose is to finance construction of City's public buildings.
	SPLOST Fund	$2,400,000	$2,200,000	-9.09%	-$200,000	Based on projects outlined in the SPLOST VI agreement. Reduced to reflect estimated project expenditures for the current year.
	General Debt Service	$236,182	$236,182	0.00%	$0	Based on current lease payments for governmental funds. No change.
	Debt Service Revenue Bond	$144,000	$144,000	0.00%	$0	17% of the hotel/motel tax is accounted here for the bond payment of the welcome center. No change.

RESOLUTION # 2014 -13

JDA SUPPORT RESOLUTION

WHEREAS, positive economic development within Camden County affects the quality of life for all its citizens; and

WHEREAS, the cities and county have not been competitive with other entities in attracting such economic development; and

WHEREAS, many other entities with which we are competing are successfully investing substantial amounts of ad valorem taxes to promote economic development; and

WHEREAS, attracting good jobs and tax base requires significant investment in money and effort; and

WHEREAS, a unified, single source point of contact is absolutely necessary for achieving such economic development;

NOW, THEREFORE, BE IT RESOLVED BY ________________________________ that this body hereby expresses its support for a unified approach to economic development in Camden County, supported by up to 1 mil of county ad valorem tax revenue.

FURTHER RESOLVED, that this body will take all appropriate actions that are reasonable and necessary to further such support.

This Resolution adopted by the Mayor and City Council of the City of Kingsland, Georgia at a meeting of the City Council of Kingsland, Georgia on the ________day of May, 2014.

THE CITY OF KINGSLAND

BY: ___________________________________

Kenneth E. Smith, Sr., Mayor

ATTEST:

____

Linda M. O'Shaughnessy, City Clerk

Office of the County Clerk

P.O. Box 99/200 East 4th Street • Woodbine, GA 31569
Phone: (912) 576.5601 • Fax: (912) 576.5647 • www.co.camden.ga.us

April 24, 2014

City of Kingsland
Mayor Kenneth Smith
P.O. Box 250
Kingsland, GA 31548

Re: Donation of land - Parcel 082 001C; 0082 001B

Dear Mayor Smith,

During the Board of County Commissioners regular meeting, held on April 15, 2014, the board unanimously voted to move forward with the process of accepting a donation of two (2) parcels of land, as well as waiving the ad valorem taxes as a condition of the donation. It is the intention of the Public Service Authority to utilize these parcels as a future public park and greenspace. The two (2) parcels are being donated by owners James Hancock and Thomas W. Neal, totaling approximately 15.99 acres; the properties are located off of Highway 40 near the front of the Meadows subdivision in Kingsland.

At this time, the Public Service Authority would now like to request the City of Kingsland's consideration in waiving the ad valorem taxes, after the donation of this land is finalized, so this process may move forward.

Thank you for your consideration with this matter,

Kathryn A. Bishop

Kathryn A. Bishop, County Clerk

Cc: Linda O'Shaughnessy, City Clerk; Lee Spell, Interim City Manager

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Owner and Parcel Information

Owner Name	HANCOCK JAMES E & NEAL, THOMAS W	Today's Date	April 24, 2014
Mailing Address	1891 HIGHWAY 40 EAST	Parcel Number	082 001C
	SUITE 1107 KINGSLAND, GA 31548	Tax District	KINGSLAND (District 02)
Location Address		2013 Millage Rate	35.350
Legal Description	V/L COMMERICAL FRONT HWY 40	Acres	5.57
Property Class(NOTE: Not Zoning Info)	C4-Commercial	Neighborhood	
Zoning		Homestead Exemption	No (S0)
Realkey	11010	Parcel Map	Show Parcel Map

Generate Owner List By Radius

2013 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
$ 57,327	$ 0	$ 0	$ 57,327	$ 57,327

Land Information

Type	Description	Calculation Method	Acres	Photo
COM	Commercial - County	Acres	5.57	Show Photo

Improvement Information

No improvement information associated with this parcel.

Accessory Information

Description	Year Built	Dimensions/Units	Value

No accessory information associated with this parcel.

Sale Information

Sale Date	Deed Book	Plat Page	Price	Reason	Grantor	Grantee
04-01-1993	482 226		$ 0	Non-Market		HANCOCK, JAMES E &
04-01-1993	480 453		$ 0	Non-Market		BANK-BARNETT OF SOUT
10-01-1991	436 453		$ 0	Non-Market		BANK-BARNETT OF SOUT
06-01-1987	285 178		$ 0	Non-Market		KINGSMEADOW INC
00-00-0000			$ 0	Non-Market		CORR DEED

Permit Information

Permit Date	Permit Number	Type	Description

No permit information associated with this parcel.

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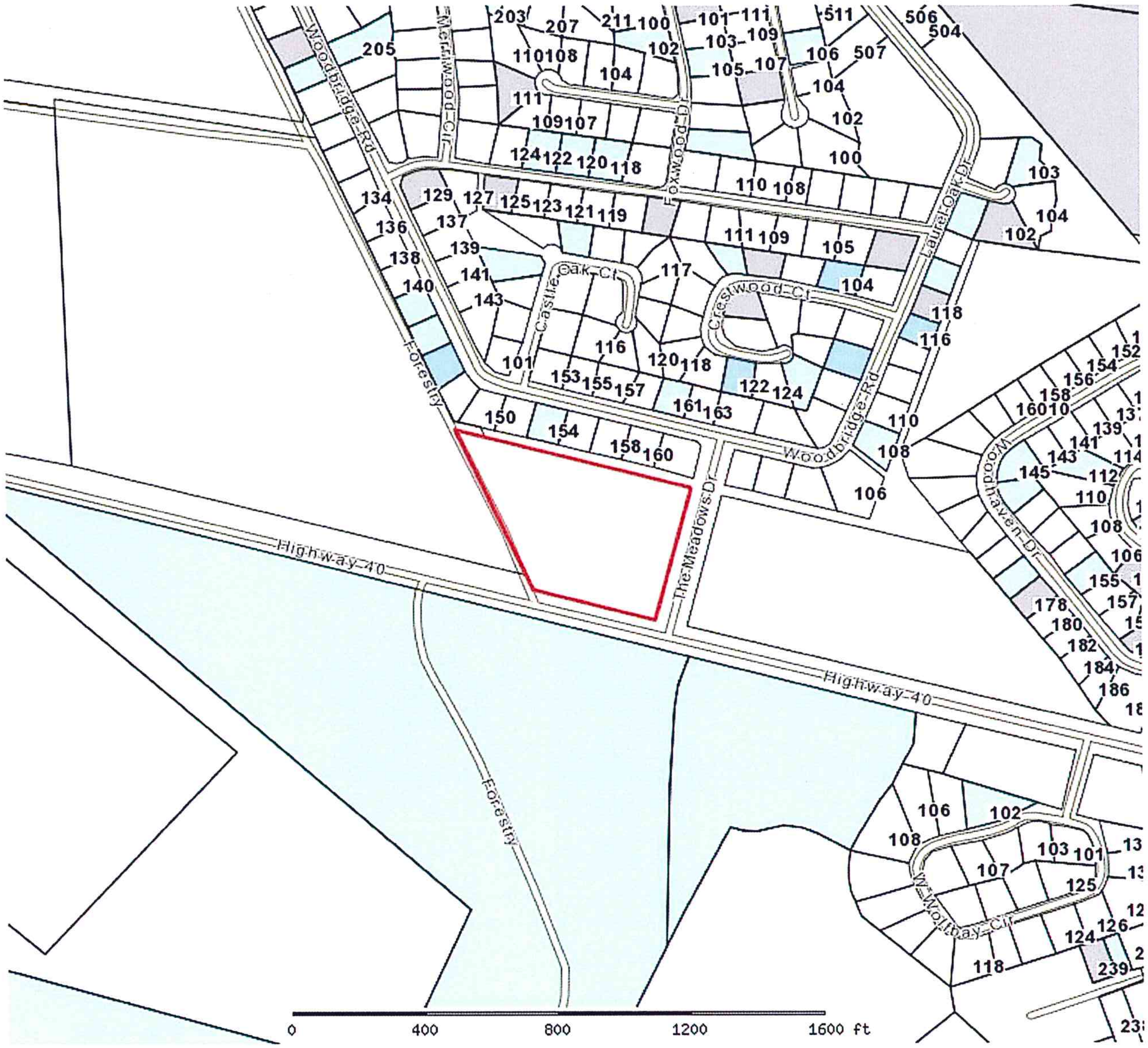
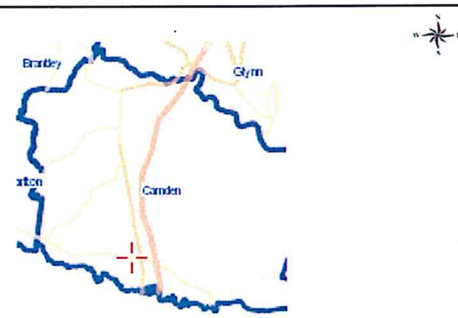
The Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assesment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. Website Updated: April 17, 2014



Camden County Assessor			
Parcel: 082 001C Acres: 5.57			
Name:	HANCOCK JAMES E & NEAL, THOMAS W	Land Value	$57,327.00
Site:	0	Building Value	$0.00
Sale:	$0 on 04-1993 Reason=NM Qual=U	Misc Value	$0.00
Mail:	1891 HIGHWAY 4O EAST	Total Value:	$57,327.00
	SUITE 1107		
	KINGSLAND, GA 31548		



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

Date printed: 04/24/14 : 10:26:12

Owner and Parcel Information

Owner Name	HANCOCK JAMES E & NEAL, THOMAS W	Today's Date	April 24, 2014
Mailing Address	1891 HIGHWAY 40 EAST	Parcel Number	082 001B
	SUITE 1107 KINGSLAND, GA 31548	Tax District	KINGSLAND (District 02)
Location Address		2013 Millage Rate	35.350
Legal Description	V/L COMMERICAL FRONT HWY 40	Acres	10.42
Property Class(NOTE: Not Zoning Info)	C4-Commercial	Neighborhood	
Zoning		Homestead Exemption	No (S0)
Realkey	11009	Parcel Map	Show Parcel Map

Generate Owner List By Radius

2013 Tax Year Value Information

Land Value	Improvement Value	Accessory Value	Total Value	Previous Value
$ 67,415	$ 0	$ 0	$ 67,415	$ 67,415

Land Information

Type	Description	Calculation Method	Acres	Photo
COM	Commercial - County	Acres	10.42	Show Photo

Improvement Information

No improvement information associated with this parcel.

Accessory Information

Description	Year Built	Dimensions/Units	Value

No accessory information associated with this parcel.

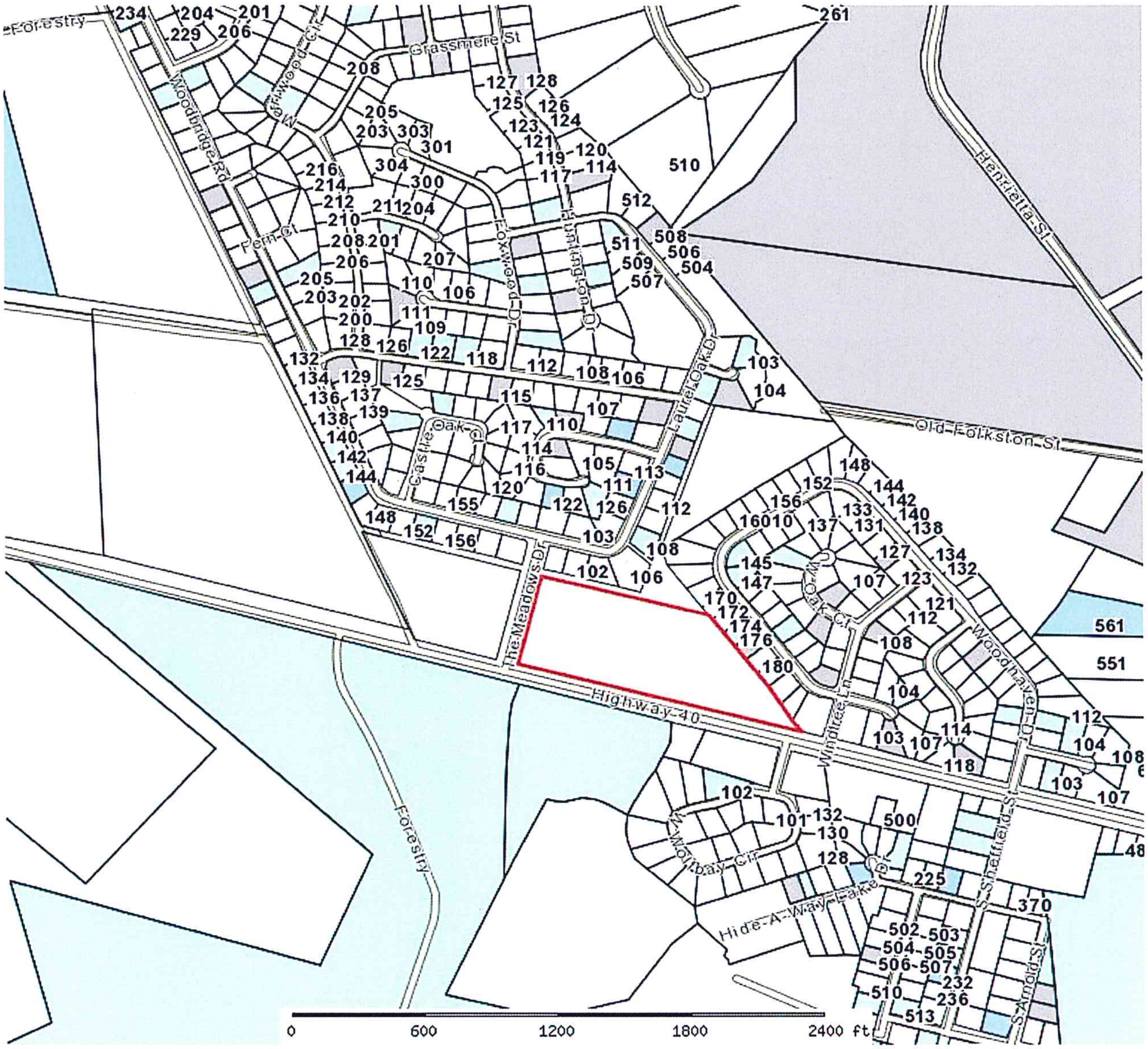
Sale Information

Sale Date	Deed Book	Plat Page	Price	Reason	Grantor	Grantee
04-01-1993	480 535		$ 0	Non-Market	BANK-BARNETT OF SOUT	HANCOCK,JAMES E & NE
10-01-1991	436 453		$ 0	Non-Market		BANK-BARNETT OF SOUT
06-01-1987	285 128		$ 0	Non-Market		KINGSMEADOW INC
07-01-1986	250 117		$ 0	Non-Market		LOWE, JAMES M &
00-00-0000			$ 0	Non-Market		CORR DEED

Permit Information

Permit Date	Permit Number	Type	Description

No permit information associated with this parcel.



Camden County Assessor			
Parcel: 082 001B Acres: 10.42			
Name:	HANCOCK JAMES E & NEAL, THOMAS W	Land Value	$67,415.00
Site:	0	Building Value	$0.00
Sale:	$0 on 04-1993 Reason=NM Qual=U	Misc Value	$0.00
Mail:	1891 HIGHWAY 4O EAST	Total Value:	$67,415.00
	SUITE 1107		
	KINGSLAND, GA 31548		

Date printed: 04/24/14 : 10:25:40

CONTRACT FOR THE COLLECTION OF DELINQUENT PROPERTY TAXES FOR

The City of Kingsland, Georgia

State of Georgia
City of Kingsland

THIS AGREEMENT, stated by and between:

The City of Kingsland

Hereinafter referred to as "Office of the Tax Collector", and

GOVERNMENT TAX SERVICES, LLC.
124 Newnan Street
Carrollton, GA 30117

Hereinafter referred to as "GTS". This agreement shall be known as the "TAX COLLECTIONS AGREEMENT".

WHEREAS, the Office of Tax Collector is engaged in the billing and collection of City real property and personal property ad valorem taxes and is desirous of obtaining the services of GTS in an effort to quickly and efficiently collect its backlog of delinquents without any additional cost to those citizens of The City of Kingsland who have timely submitted and paid their respective City tax liabilities, and;

WHEREAS, GTS has provided a proposal to assist the Office of the Tax Collector with the collection of its valid and outstanding tax delinquencies with a program of payment of its fees from the additional statutory charges which can be levied against the delinquent tax payer and his respective property without the City incurring costs for the services performed by GTS. This proposal was submitted in response to a Request For Proposal from The City of Kingsland, and;

WHEREAS, the City Council reviewed the proposal submitted by GTS, LLC. and it has been determined that the use of the services provided by GTS will result in a concentrated effort to collect the delinquent taxes without the necessity of adding additional staff to the City payroll or additional equipment cost and should improve the City's tax collection ratio.

NOW, THEREFORE, in consideration of mutual benefits flowing between the parties to this agreement, it is hereby agreed between the parties as follows:

1. Term
This Tax Collections Agreement shall begin on the ____ day of ____________, 2014, and shall be in effect for 365 Days. This contract will automatically renew annually thereafter, unless otherwise terminated, as hereinafter provided.

2. Obligations of the Office of the Tax Collector

The Office of the Tax Collector agrees to assist GTS in its task of fairly, quickly and efficiently collecting and returning the outstanding tax obligations owed to the City. To accomplish this goal, the Office of the Tax Collector agrees to the stipulations set out in this section. The Office of the Tax Collector will supply GTS with a list of all those parcels that it wishes to be collected upon. It is understood that GTS will act in reliance on the accuracy of the information provided by the Office of the Tax Collector and the County Assessor's Office and GTS is instructed to accept said list as a true and correct representation of the status of the respective account as shown on the tax records of the City. GTS will accept the list as presented and immediately begin Stage 1 of the collection process as outlined in its proposal to the Office of the Tax Collector and agrees to provide:

a. Correct name and address (when possible) of the property owner.
b. The correct Map and Parcel number of the land tract.
c. A copy of the respective tax execution (fifas) for each year intended for collection.
d. At the time that a parcel is turned over to GTS for collection, the Office of the Tax Collector must flag that respective parcel in its computer system to insure that the applicable penalties, interest charges and applicable fees are collected.
e. With the exception of any legally privileged information submitted by taxpayers of the City, the Office of the Tax Collector will provide GTS with complete access to its tax and real estate records, to include mapping and prior appeals records.
f. In the event GTS receives a request from the taxpayer to send him copies of relevant tax records, such as executions or assessment records, the Office of the Tax Collector agrees to provide such documentation to the taxpayer without charge to GTS.
g. The Office of the Tax Collector will promptly notify GTS when it receives any notice of filing of a debtor's petition in bankruptcy, which affects the collection of a particular account or accounts. Upon receipt of this information, GTS will immediately cease any further collection effort on this account until notified by the City's attorney or the City Tax Collector's office of the dismissal of the bankruptcy or a relief from the stay. As part of the proof of claim filed by the City in the bankruptcy case, the Office of the Tax Collector will include the applicable administrative or title examination fee as allowed by the court and upon recovery of the same, GTS will be entitled to receive its normal fee from the collection. GTS will fully cooperate with the Office of the Tax Collector in its attempt to prosecute its rights in Bankruptcy Court.

3. Legal Representation

The City Attorney will represent the Office of the Tax Collector in all legal challenges of actions involving the collection of the accounts. In the event, a lawsuit is filed seeking to prevent the collection of any account or to otherwise halt or restrain the collection of said account, GTS will immediately turn over to the City Attorney's office, a copy of its full file, detailing its collection efforts to date and GTS agrees to assist the City Attorney in the defense of the suit.

4. Release and Indemnity

The City agrees to hold harmless GTS from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is claimed to be and shown to be not collectable due to mistakes or errors in the records of the City or County. GTS agrees to hold harmless the city from any claim, action, suit or complaint which results directly or indirectly from GTS's attempt to collect an account referred to GTS by the Office of the Tax Collector, which is shown to be not collectable due to mistakes or errors committed by GTS.

5. Obligations of GTS

GTS will accept the list given to it by the Office of the Tax Collector and will immediately commence to use its best effort in the Stage 1 collection process, in accordance with approved collection procedures of the Fair Debt Collection Practices Act and all other applicable state and federal laws.

In Stage 1, GTS shall perform the following tasks as required to give notice of the tax delinquency to the taxpayer and attempt to collect on the account without the necessity of levy and sale of property. GTS will begin the process of verification and skip tracing as needed. If required, a minimum of two (2) specific collection letters will be sent to the taxpayer.

In the event, the tax account is not paid to the Office of the Tax Collector during the Stage 1 process, GTS agrees, upon receipt of instruction from the Office of the Tax Collector to commence its Stage 2 collection process which may result in a levy on the property and possible sale of the same to satisfy the tax liability.

In Stage 2, GTS shall, when necessary:

a. Run a computerized search of the bankruptcy records under the name of the taxpayer.
b. Run an examination of the real estate records of the County to determine the present ownership of the property in question and all parties entitled to receive notice of tax sale on the property.
c. Prepare a levy notice to the defendant in fifa and the current record holder and the current mortgage or interest holders.
d. Conduct a diligent search of all general execution dockets and federal and state tax records.
e. Prepare a description of the property to submit to the newspaper for legal advertisement.

In the event the Office of the Tax Collector elects to proceed with the levy and sale of a parcel, GTS will supply the necessary levy information to the Sheriff's Office or any other person authorized to conduct the tax sale to begin the levy and sale process.

GTS will provide regular reports to the City of Kingsland Tax Collector and the City Attorney. In addition, GTS will provide to the Office of the Tax Collector copies of all research pertaining to each parcel of land turned over to GTS for collection.

6. **Payment of Services Rendered.**

It is the intent of GTS that its collection services not be an expense chargeable to the City's taxpayers who pay their taxes in a timely manner and that services as rendered by GTS be paid by its collection efforts. It is expected that GTS will be paid from those fees added to the tax bill, as permitted by State Law. Such fees cover, but are not limited to, the review of IRS and Bankruptcy liens, Skip Trace fees, Title Examination, certified mail to all defendants in Fi-Fa, Advertising Preparation for the legal organ of the county, and other services as needed.

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

1. For all accounts turned over to GTS and collected during the Stage 1 process, GTS will be paid $35.00 for any and all parcels owing between $10.00-$99.99; GTS will be paid $65.00 for parcels owing $100.00 or more; For any accounts that are under $10.00, there will be no charge.
2. For all accounts turned over to GTS and collected during the Stage 2 process, GTS will be paid $175.00.
3. Parcels sold at a tax sale will be charged an additional $25.00 Post Sale Administration Fee to cover the expense of post-sale title updates and administrative duties related to the sale.
4. At the request of the City of Kingsland, all parcels that are scheduled for tax sale, GTS will assist the city posting the properties with a levy notice for a fee of $25.00 each parcel.

7. **Payments Made By Taxpayers**

It is intended that all payments made by the taxpayers or other interested parties on these accounts shall be made directly to the City of Kingsland and not to GTS. **Under no circumstance will GTS accept or receipt for any tax payment.**

8. **Cost Incurred by the Office of the Tax Collector:**

The Office of the Tax Collector is responsible for recovering costs incurred 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.

CONSORTIUM MEMBER ADDENDUM
TO EAP SERVICES AGREEMENT FOR
LIVING WELL ONSITE WELLNESS CLINIC

This **CONSORTIUM MEMBER ADDENDUM** summarizes the employee assistance program ("EAP") services available to the undersigned member of Camden County Board of Commissioners Living Well Onsite Clinic's ("Clinic") EAP consortium ("Consortium Member") electing to receive such services. Clinic has contracted with Bensinger, DuPont and Associates ("BDA") for the provision of such EAP services to Clinic EAP consortium members (the "Clinic EAP Agreement").

1. **EAP SERVICES.** BDA shall provide the following EAP services (collectively, the "EAP Services") to Consortium Member and all Consortium Member full-time or part-time employees identified by Consortium Member as eligible for EAP Services and their immediate family members, including spouse, minor child or family member residing in the eligible employee's household (each, a "Covered Person" and collectively, the "Covered Persons"):

1.1 **Account Management.** Consortium Member will be assigned an account manager who will serve as the Consortium Member's contact person.

1.2 **Program Consultation.** BDA shall provide consulting services to Consortium Member regarding the development, communication, and implementation of the EAP and shall assist Consortium Member in developing relevant personnel policies.

1.3 **Telephone Services.** BDA will maintain a toll-free telephone access line for Covered Persons to access EAP services.

1.4 **In-Person Sessions.** Each Covered Person may receive a maximum of six (6) short-term problem resolution sessions per presenting problem if such problem is determined to be resolvable within the above number of sessions.

1.5 **Management Consultation and Referral.** BDA shall provide consultation to Consortium Member concerning referrals due to work performance or conduct at work.

1.6 **Follow-up.** BDA counselors will provide EAP follow-up for all cases, with particular emphasis on alcohol and drug cases.

1.7 **Reports.** BDA shall provide annual utilization reports to Consortium Member summarizing EAP services used. The utilization report shall include aggregate data only and shall maintain the confidentiality of all Covered Persons.

1.8 **Online EAP Resources.** BDA shall provide all Covered Persons with access to its website that contains a package of interactive EAP-related articles, programs and tools.

1.9 **Program Communications.** BDA will make available standard EAP materials to increase manager and employee EAP awareness and promote the EAP. Promotional materials will be shipped to Clinic's facility or an alternative site designated by Clinic for distribution to Consortium Member and their Covered Persons. Additional EAP materials will be provided at an additional fee. Standard implementation materials include:

A. Brochures and wallet cards in a quantity equal to 105% of the number of eligible employees for distribution at implementation and an additional 5% to allow for employee turnover on an annual basis.

B. Posters for display at worksites in a quantity up to 5% of the number of eligible employees.

C. Quarterly electronic EAP Newsletters emailed to Clinic contact for distribution to Consortium Members.

1.10 **Legal Services**. If deemed appropriate by the BDA Counselor, Covered Persons will receive access to a network of attorneys for a 30-minute telephone or in-person legal consultation. If additional legal services are requested, they are available at a discounted rate. The decision whether or not to utilize a legal resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA Counselors shall not provide legal consultative services for adversarial matters against Clinic or Consortium Member. BDA is not responsible or liable for care or advice rendered by any referral resources.

1.11 **Financial Services**. If deemed appropriate by the BDA Counselor, Covered Persons will receive access to telephonic financial consultation regarding debt management and related issues.

1.12 **Child and Elder Care Services**. If deemed appropriate by the BDA Counselor, Covered Persons will receive access to work life specialists for phone consultation, referrals and information related to childcare, adoption, education, and elder care assistance. The decision whether or not to utilize a child or elder care resource identified shall rest solely with the Covered Person who has the obligation to decide whether or not to retain such resource. BDA does not assume liability for care or advice rendered by any referral resources.

1.13 **Onsite Services**. BDA will provide up to two (2) hours of onsite orientation/training and/or crisis services including:

A. **Orientation/Training**. EAP orientation/training to Consortium Member. A minimum of eight (8) participants and three (3) weeks' notice are required for scheduling training services. If additional onsite training services are requested, they will be billed separately on a fee for service basis. Travel costs for EAP Orientations at Consortium Member's location are included in the cost of the program. Travel costs will be charged for orientations and trainings requiring travel of 100 miles or more.

B. **Onsite Crisis Services**. Onsite group crisis debriefing services in the event of a workplace crisis or trauma. If additional services are requested, they will be billed separately at an hourly rate. Travel costs will be charged for onsite crisis services requiring travel of 100 miles or more.

1.14 **Additional EAP Services**. If a Consortium Member requests EAP services in addition to those described in this Appendix A, such services will be billed at a rate agreed upon by the parties.

2. DUTIES AND RESPONSIBILITIES OF CONSORTIUM MEMBER.

2.1 **Contact Person**. Consortium Member shall designate a contact person within its organization to communicate with and assist BDA concerning implementation of the EAP. The designated contact person shall have sufficient authority and decision-making power with respect to the EAP.

2.2 **Complaints**. Consortium Member agrees to inform BDA of complaints by Covered Persons related to the provision of the EAP Services. Consortium Member shall notify BDA of complaints in a timely manner and provide BDA with sufficient information to address each matter.

3. CONFIDENTIALITY.

3.1 **Confidentiality of Records**. BDA shall at all times during the term of this Agreement maintain usual and customary books, records, and documents, including electronic records that relate to the EAP and the Covered Persons that BDA has prepared or that BDA has otherwise come into possession. BDA shall maintain the confidentiality of EAP treatment records and other information concerning Covered Persons in accordance with applicable federal and state confidentiality laws, rules, and regulations. Upon reasonable notice, BDA will provide Consortium Member access to such information as it relates to Covered Persons of Consortium Member, provided that (1) Consortium Member provides BDA with a prior written request for access identifying with specificity which records it seeks to access and the purpose for same, (2) access to such records complies with all applicable federal and state laws, rules, and regulations, including but not limited to, confidentiality laws, and (3) proper written authorization for release is obtained from the Covered Person to whom the records concern. Alternatively, BDA will provide Consortium Member access to such information, so long as any confidential information is redacted.

3.2 **Confidentiality of Proprietary Information**. Each party agrees to keep confidential all confidential information of the other party and to comply in all respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including without limitation, regulations promulgated under Title II, Subtitle F, of the Health Insurance Portability and Accountability Act (Public Law 104-191) and the HITECH Act (Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5), to the extent applicable and as each of the same may be amended from time to time. In addition, to the extent BDA is considered a "covered entity" under applicable federal privacy laws, the parties agree to execute a Business Associate Agreement. This Section will survive termination or expiration of this Agreement.

4. **PROFESSIONAL FEES**. Clinic will bill and collect payment from Consortium Member monthly and remit payment to BDA.

5. **CLINIC EAP AGREEMENT**. This Consortium Member Addendum shall at all times be subject to the terms and conditions of the Clinic EAP Agreement. In the event of a discrepancy between the terms and conditions of this Consortium Member Addendum and those set forth in the Clinic EAP Agreement, the Clinic EAP Agreement shall control.

ACCEPTED:

Consortium Member:

____

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________

BDA:

Bensinger, DuPont & Associates

By: ______________________
Name: Marie Apke
Title: Chief Operating Officer
Date: ______________________

ACKNOWLEDGED:

Clinic:

Camden County Board of Commissioners
Living Well Onsite Clinic

By: ______________________
Name: ______________________
Title: ______________________
Date: ______________________