



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • AUGUST 11, 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. INVOCATION AND PLEDGE TO THE FLAG

III. ROLL CALL

Kenneth E Smith Sr
Alex Blount
Jim McClain
Daniel Minckler
Charles Grayson Day Jr

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

IV. CONSENT DOCKET

- A.** Approve the Council Minutes of the last regular Council Meeting
- B.** Approve the Agenda as Presented
- C.** Approve the Payments of Accounts Payable as Due and Funds Available

V. PRESENTATION

- 1. Presentation Of: a Plaque Recognizing the Support Given to the Kingsland Lion's Club by the Department of Public Works

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

- 1. APPLICATION FOR HOME OFFICE – Derek a Reynolds

Derek A Reynolds, 315 North Grove Blvd is requesting a Home Office Permit for “ReynoldsTransportation & Open Fishing LLC”, specializing in recreational fishing and sightseeing cruises. Zoning is R-1. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OFFICE – Tenisha Dotstry

Tenisha Dotstry, 104 Dahlia Court is requesting a Home Office Permit for “Living the Dream Productions LLC”, an event planning service. Zoning is R-1.Planning Commission Recommends Approval.

3. APPLICATION FOR HOME OFFICE – Janice a Judge

Janice A Judge, 114 Lakefield Dr is requesting a Home Office Permit for “Sassi Smiles Photo Booth”, specializing photo booth rentals at events. Zoning is PD/R-1.Planning Commission Recommends Approval.

4. APPLICATION FOR HOME OFFICE – Cheryl LeBlanc

Cheryl LeBlanc, 826 Pinewood Ave is requesting a Home Office Permit for “GWM Consulting LLC”, a government contract consulting service. Zoning is R-1. Planning Commission Recommends Approval.

IX. NEW BUSINESS

1. Approval Of: Cancellation of Utility Service Co., Inc Water Tank Maintenance Contract
2. 2014-2015 Renewal - Employee Clinic MOU
3. Acceptance Of: Joint Land Use Study
4. APPROVAL OF: Telecommunications Audit Engagement with SpyGlass Group, LLC
5. Intergovernmental Agreement - City of Woodbine
6. Intergovernmental Resolution - Joint Development Authority Amended Terms of Office

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED

COUNTY OF CAMDEN

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING A COOPERATIVE PARTNERSHIP
BETWEEN THE CAMDEN COUNTY BOARD OF COMMISSIONERS
AND THE CITY OF KINGSLAND, GEORGIA
FOR PROVIDING 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 5th day of August, 2014 for providing of clinical medical services by Camden County for the employees of the City of Kingsland for the period starting July 1, 2014 and continuing through June 30, 2015 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, a nurse practitioner, and two (2) Georgia licensed registered nurses to oversee and provide medical services for CCBC’s employees at the afore-stated clinic in an effort to reduce costs associated with the self-insured program.

Attachment: Clinic MOU (1107 : Renewal - Employee Clinic MOU)

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, 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 be effective on July 1, 2014, upon final approval by CCBC and CITY, and shall continue until either party provides proper notification for termination. 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 to the County Administrator for CCBC or the City Manger 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 sixteen 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 2014-2015 to be \$378,487. 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 clinic for CCBC's Fiscal year 2013-2014 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 \$378,487 budget (less the EAP budget of \$7800) \$370,687, conditioned on the CITY use of the clinical services not exceeding the projected 14.06% use of the clinic for 2014-2015 Fiscal Budget Year.

CITY shall pay to CCBC the total annual amount of \$52,118.59 for medical services provided by the CCBC's onsite clinic to the CITY. Said annual amount shall be paid in 12 monthly installments of \$4,343.22. CITY shall pay CCBC for the monthly installment payment by the 10th day of each month for the services performed in the previous month starting with July 1, 2014.

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, 2014 to September 30, 2014; October 1, 2014 to December 31, 2014; January 1, 2015 to March 31, 2015; and April 1, 2015 to June 30, 2015. 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.

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

This 5th day of August, 2014

James H. Starline, Chairman
Camden County Board of Commissioners

ATTEST: _____
Kathryn Bishop, County Clerk

This ____ day of _____, 2014

Kenneth E. Smith, Mayor
City of Kingsland

ATTEST: _____
Linda M. O'Shaughnessy, City Clerk

STATE OF GEORGIA
COUNTY OF CAMDEN

INTERGOVERNMENTAL YARD DEBRIS REMOVAL AGREEMENT

This Intergovernmental Yard Debris Removal Agreement is entered into this the ____ day of _____, 2014 by and between **THE CITY OF WOODBINE**, hereinafter called “Woodbine”, and **THE CITY OF KINGSLAND**, hereinafter called “Kingsland”.

W I T N E S S E T H:

Whereas, Kingsland operates and maintains a Public Works Department for the purpose of providing yard debris removal and other services; and

Whereas, Woodbine desires to contract with Kingsland to provide certain residential and commercial yard debris removal services in Woodbine as are agreed to within this agreement; and

Whereas, Woodbine and Kingsland governments are authorized, by O.C.G.A. 36-34-2(5) to enter into intergovernmental services agreements;

NOW, THEREFORE, in consideration of the mutual conditions, covenants and performances called for herein, the parties hereto agree:

A. Kingsland will provide to Woodbine, and Woodbine will receive from Kingsland, yard debris removal services within the City Limits of Woodbine as described below:

1. Kingsland will provide a grapple arm truck with dump wagon and operator to pick up yard debris in Woodbine every other Saturday.
2. The service is to begin on a date agreed to by the Public Works Directors of both Kingsland and Woodbine and shall continue until notice is given by either party that the service is to be discontinued.
3. The hours of pick-up are as agreed to by the Public Works Directors of both Kingsland and Woodbine.
4. Woodbine will provide one employee to direct the route and clean-up after the grapple arm picks up at each stop.
5. The Kingsland operator will deliver yard debris to either the Camden County Landfill or to a stockpile location as directed by the Woodbine employee.

B. Woodbine agrees to pay to Kingsland, as compensation for providing the services above described, and Kingsland agrees to accept the payment of a total compensation for all services provided by Kingsland to Woodbine, as follows:

- All Manhours worked by the Kingsland Grapple Arm Operator shall be reimbursed at a rate of \$68.93 per hour broken down as follows:
 - ❖ Labor: \$19.24
 - ❖ Equip: \$35.74
 - ❖ Fuel: \$13.95

- Manhours shall start when the Kingsland Grapple Arm Operator leaves the Kingsland Public Works Transportation Yard for Woodbine and shall end when the Operator returns to the Kingsland Public Works Transportation Yard.
- Kingsland will provide Woodbine with a monthly statement for services rendered. Woodbine will submit payment to Kingsland in a timely manner.
- It is understood that compensation as called for in this paragraph may change as agreed upon by both parties.

C. This agreement may be terminated by either party by providing a written Notice to the other party.

D. Time is of the essence in the performance of the obligations imposed in this agreement.

This instrument contains the entire agreement between the parties and no modification, release, discharge, or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto. All previous intergovernmental agreements between Kingsland and Woodbine regarding yard debris removal services are hereby repealed.

APPROVED by the Mayor and Council of the City of Woodbine on the 4th day of August, 2014.

CITY OF WOODBINE

ATTEST:

By: _____
Mayor

City Clerk

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day of August, 2014.

CITY OF KINGSLAND

ATTEST:

By: _____
Mayor

City Clerk

**AN INTERGOVERNMENTAL RESOLUTION ESTABLISHING AMENDED
TERMS OF OFFICE
FOR MEMBERS OF CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY**

WHEREAS, that the Camden County Board of Commissioners, the City of St. Marys, the City of Kingsland, and the City of Woodbine, pursuant to O.C.G.A. §36-62-5.1(d), are desirous of effecting a change in the term of service by members serving on the Camden County Joint Development Authority (CCJDA), a joint authority created in compliance with O.C.G.A. §36-62-5.1, and governed, *inter alia*, by Article IV, §2, *By-Laws of the Camden County Joint Development Authority* as amended,

THEREFORE, BE IT RESOLVED, in accordance with O.C.G.A. §36-62-4 (a), that the terms of the members shall be four years, beginning with the expiration of their current terms, and the members will be appointed by the respective governmental entities by post number. The post numbers, the entity appointing to the post numbers, the names of the members currently serving, and the expiration of their current terms are as follows:

Post	Entity Appointing	Member currently serving	Expiration of current term
1	County	Stan Fowler	December 31, 2014
2	County	Charles C. Smith, Jr.	December 31, 2016
3	County	W. Burford Clark	December 31, 2018
4	Kingsland	Roger Tyo	December 31, 2016
5	Kingsland	Jimmy McCollum	December 31, 2017
6	St. Marys	Jeff Barker	December 31, 2016
7	St. Marys	Gary Willis	December 31, 2017
8	Woodbine	George Hannaford	December 31, 2015
9	Woodbine	Louise Mitchell	December 31, 2019

Adopted in Lawful Assembly and spread upon the official minutes of the Camden County Board of County Commissioners, the City of St. Marys, the City of Kingsland, and the City of Woodbine.

**CAMDEN COUNTY
BOARD OF COUNTY COMMISSIONERS**

Date: _____

JAMES H. STARLINE, CHAIR

Attest:

Kathryn Bishop, County Clerk

CITY OF ST. MARYS

Date: _____

JOHN F. MORRISSEY, MAYOR

Attest:

DEBORAH WALKER-REED, CITY CLERK

CITY OF KINGSLAND

Date: _____

KENNETH E. SMITH, SR., MAYOR

Attest:

LINDA O'SHAUGHNESSY, CITY CLERK

CITY OF WOODBINE

Date: _____

STEVE PARROTT, MAYOR

Attest:

SANDY RAYSON, CITY CLERK