



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • DECEMBER 22, 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. RECOGNITION

- 1. Employee Service Awards -
- 2. Smithsonian Exhibit / Hometown Teams -

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. APPROVAL OF: Resolution #2014-25, Accepting Property and Approval of Warranty Deed Lake Palms Subdivision -
2. APPROVAL OF: Multiple Easements for the North Lift Station and Force Main Routing, Sherwood Terrace Apartments -

IX. NEW BUSINESS

1. Amendment - Section 125 Premium Only Plan -
2. APPROVAL OF: 2015 Humane Society Contract (Month to Month) -
3. ADOPTION OF: Resolution #2014-26 - Kingsland Certified City of Ethics -
4. DISCUSSION: Plurality Vs. Majority Vote - Mayor Pro Tem Alex Blount
5. DISCUSSION: Kingsland's Voting Cycle - Mayor Pro Tem Alex Blount

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



What is Hometown Teams?

Hometown Teams: How Sports Shape America

Exhibition Tour



Hometown Teams: How Sports Shape America is a traveling museum exhibition brought to you by the Georgia Humanities Council in partnership with Museum on Main Street, a division of the Smithsonian Institution. The exhibition is approximately 800 square feet, requiring 9 foot ceilings. It consists of seven sections with panels, banners and interactive elements.

The theme of the exhibition revolves around sports and teams in America; an unforgettable part of culture and community in towns all over the country. Sports reflect the American experience and have helped to shape our national character. But the tour is more than an exhibition. Each host community also plans and executes a series of sports-related programs to take place throughout the six weeks the exhibition is in their town. The Georgia Humanities Council provides project funds to all locations to assist with the programs.



The tour will travel to 12 communities throughout the state beginning in March 2016. Community representatives will attend a two-day statewide orientation meeting next summer and an installation workshop prior to the exhibition opening. Each location works locally on their fundraising and partnerships but all sites receive access to state and national resources and materials from the Georgia Humanities Council and the Smithsonian Institution.

We look forward to a very successful tour-let the games begin!

2014-25

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of Lake Palms Subdivision, and

WHEREAS, all streets and other improvements required under ordinances of the City of Kingsland have been completed and accepted by the City of Kingsland; and

WHEREAS, the developer of said subdivisions has tendered to the City of Kingsland a deed and easement conveying streets, infrastructure, and easement rights within the subdivisions, which instruments are acceptable to the City of Kingsland;

NOW, THEREFORE BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND, GEORGIA, that the deed from Soncel Construction, Inc., to the City, conveying streets, infrastructure, and easement rights in Lake Palms Subdivision, dated _____, 2014, is hereby accepted by the City of Kingsland.

THIS ____ day of _____, 2014.

CLERK'S CERTIFICATE

I, Linda O'Shaughnessy, the duly appointed, qualified and acting Clerk of the City of Kingsland, Georgia, do hereby certify that the attached resolution was duly adopted by the Mayor and Council of the City of Kingsland, Georgia, at its regular meeting held on _____, 20____, and I do further certify that the copy of the resolution is a true and correct copy of said resolution adopted at said meeting and on file and of record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said City this ____ day of _____, 20____.

Linda O'Shaughnessy

Attachment: Resolution #2014-25 (1226 : APPROVAL OF: Resolution #2014-25, Accepting Property and Approval of Warranty Deed)

Please return to:
 Gilbert, Harrell, Sumerford & Martin, P.C.
 Attorneys at Law
 P. O. Drawer 7050
 St. Marys, GA 31558
 File 32566

STATE OF GEORGIA
 COUNTY OF CAMDEN

WARRANTY DEED

THIS INDENTURE, made this ____ day of _____, 2014, between SONCEL CONSTRUCTION, INC., a Georgia corporation, of the first part, and the CITY OF KINGSLAND, a municipal corporation of the State of Georgia, of the second part.

WHEREAS, Soncel Construction, Inc., has developed a subdivision within the city limits of the City of Kingsland, Camden County, Georgia, as set forth below; and

WHEREAS, there exists a recorded plat of said subdivision showing public rights-of-way and easements; and

WHEREAS, Grantor herein desires to convey title to certain properties within said subdivision; and

WHEREAS, the City of Kingsland has inspected and is ready to accept title and ownership to the property set forth and described below;

NOW, THEREFORE, the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all those lots, tracts, or parcels of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

All of Lake Palms Arbor Court, Bluebell Drive, and The Lakes Boulevard, as more fully and accurately shown and described on that certain plat of survey of Lake Palms Subdivision by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated March 5, 2002, recorded in Plat Drawer 14, Map No. 42, Camden County, Georgia, records, together with all water, sanitary sewer, storm lines, and associated structures, and all easement rights dedicated by the plat referenced herein.

SUBJECT, NEVERTHELESS, to covenants and easements of record.

Attachment: Resolution #2014-25 (1226 : APPROVAL OF: Resolution #2014-25, Accepting Property and Approval of Warranty Deed)

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns, forever IN FEE SIMPLE.

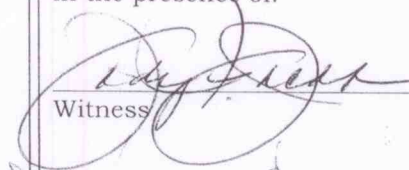
And the said party of the first part, for itself, its successors and assigns, will warrant and forever defend the right and title to the above described property unto the said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever.

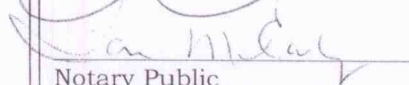
IN WITNESS WHEREOF, the said party of the first part has hereunto set the hands and affixed their seals of its duly authorized officers, the day and year first above written.

SONCEL CONSTRUCTION, INC., a Georgia corporation

By:  (SEAL)
Its Assistant Secretary

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public

Notary Public, Camden County, Georgia
My commission expires May 21, 2017

**STATE OF GEORGIA
COUNTY OF CAMDEN**

EASEMENT

THIS EASEMENT is by and between **SHERWOOD TERRACE APARTMENTS**, duly authorized to do business within the State of Georgia, whose address is 110 Spring Stone Court, Aiken, SC 29803 ("GRANTOR"), and the **CITY OF KINGSLAND, GEORGIA**, a political subdivision of the State of Georgia, whose mailing address is P.O. Box 250, Kingsland, Georgia 31548 ("CITY").

WITNESSETH:

THAT GRANTOR, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and in lieu of the exercise of the power of eminent domain by the CITY, GRANTOR hereby grants, sells, and conveys to the CITY, its successors and assigns forever, the following:

1. **PERMANENT UTILITY EASEMENT:** a perpetual, non-exclusive easement **TWENTY (20) FEET** in width, as more particularly described as Tract 12 on EXHIBIT A, attached hereto and incorporated herein by reference, and herein referred to as the Easement Premises, within which Easement Premises the CITY shall have the right to erect, construct, install, lay, and thereafter use, operate, inspect, repair, maintain, replace and remove, as and when necessary or appropriate, one or more sub-surface pipeline(s) or piped systems, including the necessary and appurtenant surface level facilities in conjunction with such systems, all of which inure to the non-exclusive use and benefit of the adjoining lands of GRANTOR, its successors and assigns, burdened by this Easement, and as appurtenance to such lands.
2. **RESERVATION:** GRANTOR reserved to itself, its successors and assigns, and as an appurtenance to lands adjoining the Easement and not as a personal covenant, all surface use and other subsurface use or uses of the Easement Premises as are not, or might not be in conflict with this grant, warranting only that the Easement Premises shall not be granted to any other entity, public or

private, for a use and/or purpose duplicative of the sewer utility services hereby granted to the CITY.

3. **ACCESS:** As an appurtenance to the Easement Premises, GRANTOR further grants to the CITY the right to access the Easement Premises from the nearest public or private roadway to the extent such access may be required across intervening lands of GRANTOR.

THIS EASEMENT IS FURTHER SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

- A. The consideration hereinabove recited shall constitute payment in full for any damages to the land of GRANTOR, its successors and assigns, occurring or claimed by reason of the existence of the facilities and for the lawful use of the land for the purposes herein specified. The CITY covenants to maintain the Easement and the facilities located on, under, and within the Easement, in good repair so that no unreasonable damage will result from its use to the adjoining lands of GRANTOR, its successors and assigns.
- B. If the adjoining lands of GRANTOR are hereinafter divided into parts by sale or lease, the parts shall each, and severally, enjoy the benefits and suffer the burdens of this Easement.
- C. This Easement is further subject to:
 - (1) Any state of facts as would be disclosed by a survey of the premises;
 - (2) Easements, rights of way, covenants, and restrictions of record;
 - (3) The existing zoning classification of the premises, if any;
 - (4) Any outstanding oil, gas, mineral, or other subsurface estate, or timber estate, as may appear of record.
- D. This Easement is by and in the nature of a quitclaim, with GRANTOR warranting to CITY only the corporate authority of its execution hereof, and granting to CITY only so much rights by and under this Easement as is consistent with its record title in and to the lands encumbered by this Easement.

[Signature Page Follow]

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed in its name by its proper and duly authorized officers this 15 day of December, 2014.

Witnesses:

[Signature] (sign)

Timothy V. Cheek (print)

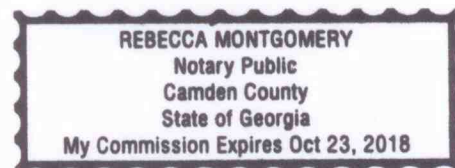
By: [Signature]
Sherwood Terrace Apartments
Dennis Mikulewicz

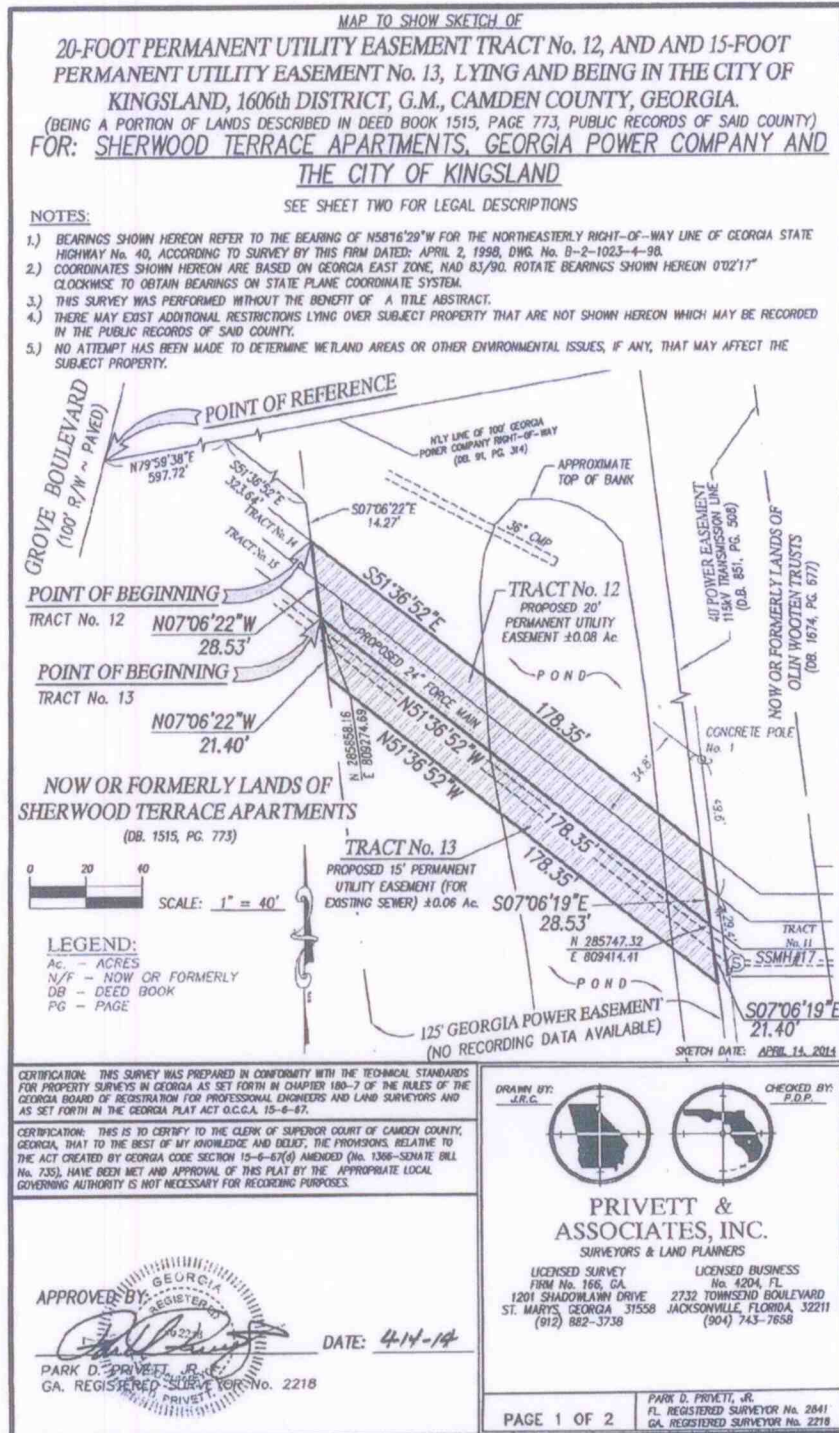
STATE OF GEORGIA
COUNTY OF CAMDEN

THE FOREGOING INSTRUMENT was acknowledged before me this 15 day of December, 2014, by Sherwood Terrace Apartments, Dennis Mikulewicz, whom have personally come before me today.

[Signature] (sign)

Rebecca Montgomery (print)
Notary Public, State of Georgia
My Commission Expires: 10/23/18





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MAP TO SHOW SKETCH OF
**20-FOOT PERMANENT UTILITY EASEMENT TRACT No. 12, AND AND 15-FOOT
 PERMANENT UTILITY EASEMENT No. 13, LYING AND BEING IN THE CITY OF
 KINGSLAND, 1606th DISTRICT, G.M., CAMDEN COUNTY, GEORGIA.**
 (BEING A PORTION OF LANDS DESCRIBED IN DEED BOOK 1515, PAGE 773, PUBLIC RECORDS OF SAID COUNTY)
FOR: SHERWOOD TERRACE APARTMENTS, GEORGIA POWER COMPANY AND
THE CITY OF KINGSLAND
 SEE SHEET ONE FOR SKETCH

LEGAL DESCRIPTION OF TRACT No. 12:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA, BEING A 20-FOOT PERMANENT UTILITY EASEMENT OVER LANDS NOW OR FORMERLY OF SHERWOOD TERRACE APARTMENTS (ACCORDING TO DEED RECORDED IN DEED BOOK 1515, PAGE 773, PUBLIC RECORDS OF SAID COUNTY) THE SAME BEING A PORTION OF A 125-FOOT POWER EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE POINT WHERE THE NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF SHERWOOD TERRACE APARTMENTS, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF A GEORGIA POWER TRANSMISSION LINE (A 100-FOOT RIGHT-OF-WAY ACCORDING TO DEED RECORDED IN DEED BOOK 91, PAGE 314, PUBLIC RECORDS OF SAID COUNTY) INTERSECTS THE EASTERLY RIGHT-OF-WAY OF GROVE BOULEVARD (AND 100-FOOT RIGHT-OF-WAY) AND RUN NORTH 79° 59' 38" EAST, ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF SHERWOOD TERRACE APARTMENTS, A DISTANCE OF 597.72 FEET TO A POINT; RUN THENCE SOUTH 51° 36' 52" EAST, A DISTANCE OF 323.64 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE AFOREMENTIONED 125-FOOT POWER EASEMENT; RUN THENCE SOUTH 07° 06' 22" EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 14.27 FEET WHICH IS THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 51° 36' 52" EAST, A DISTANCE OF 178.35 FEET TO A POINT LYING ON THE WESTERLY LINE OF A 40-FOOT POWER EASEMENT (ACCORDING TO DEED RECORDED IN DEED BOOK 851, PAGE 508, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 07° 06' 19" EAST, ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 28.53 FEET TO A POINT; RUN THENCE NORTH 51° 36' 52" WEST, A DISTANCE OF 178.35 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE AFOREMENTIONED 125-FOOT POWER EASEMENT; RUN THENCE NORTH 07° 06' 22" WEST, ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 28.53 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.08 ACRES, MORE OR LESS.

LEGAL DESCRIPTION OF TRACT No. 13:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING IN THE CITY OF KINGSLAND, 1606TH G.M.D., CAMDEN COUNTY, GEORGIA, BEING A 15-FOOT PERMANENT UTILITY EASEMENT OVER LANDS NOW OR FORMERLY OF SHERWOOD TERRACE APARTMENTS (ACCORDING TO DEED RECORDED IN DEED BOOK 1515, PAGE 773, PUBLIC RECORDS OF SAID COUNTY) THE SAME BEING A PORTION OF A 125-FOOT POWER EASEMENT AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE POINT WHERE THE NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF SHERWOOD TERRACE APARTMENTS, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF A GEORGIA POWER TRANSMISSION LINE (A 100-FOOT RIGHT-OF-WAY ACCORDING TO DEED RECORDED IN DEED BOOK 91, PAGE 314, PUBLIC RECORDS OF SAID COUNTY) INTERSECTS THE EASTERLY RIGHT-OF-WAY OF GROVE BOULEVARD (AND 100-FOOT RIGHT-OF-WAY) AND RUN NORTH 79° 59' 38" EAST, ALONG THE NORTHERLY LINE OF THE AFOREMENTIONED LANDS OF SHERWOOD TERRACE APARTMENTS, A DISTANCE OF 597.72 FEET TO A POINT; RUN THENCE SOUTH 51° 36' 52" EAST, A DISTANCE OF 323.64 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE AFOREMENTIONED 125-FOOT POWER EASEMENT; RUN THENCE SOUTH 07° 06' 22" EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 42.80 FEET WHICH IS THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING THUS DESCRIBED, RUN SOUTH 51° 36' 52" EAST, A DISTANCE OF 178.35 FEET TO A POINT LYING ON THE WESTERLY LINE OF A 40-FOOT POWER EASEMENT (ACCORDING TO DEED RECORDED IN DEED BOOK 851, PAGE 508, PUBLIC RECORDS OF SAID COUNTY); RUN THENCE SOUTH 07° 06' 19" EAST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 21.40 FEET TO A POINT; RUN THENCE NORTH 51° 36' 52" WEST, A DISTANCE OF 178.35 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE AFOREMENTIONED 125-FOOT POWER EASEMENT; RUN THENCE NORTH 07° 06' 22" WEST ALONG LAST MENTIONED WESTERLY LINE, A DISTANCE OF 21.40 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 0.08 ACRES, MORE OR LESS.

SKETCH DATE: APRIL 14, 2014

DRAWN BY: J.R.C.		CHECKED BY: P.D.P.	
PRIVETT & ASSOCIATES, INC. SURVEYORS & LAND PLANNERS			
LICENSED SURVEY FIRM No. 106, GA. 1201 SHADOWN LANE DRIVE ST. MARYS, GEORGIA 31558 (912) 882-3738		LICENSED BUSINESS No. 4204, FL. 2732 TOWNSEND BOULEVARD JACKSONVILLE, FLORIDA 32211 (904) 743-7658	
PAGE 2 OF 2		PARK D. PRIVETT, JR. FL. REGISTERED SURVEYOR No. 2841 GA. REGISTERED SURVEYOR No. 2218	

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PREMIUM ONLY PLAN (POP) AMENDMENT

ARTICLE I PREAMBLE

- 1.1 **Adoption and effective date of Amendment.** The Employer adopts this Amendment to the **City Of Kingsland Premium Only Plan** ("Plan") to reflect additional permitted election change rules that allows Participants to change their participation in Employer-sponsored health insurance to:
- begin participation during open enrollment of a Marketplace Qualified Health Plan (QHP) as outlined by the Affordable Care Act (ACA).
 - revoke coverage if Participant is moved from full-time status (at least 3 hours of service per week) to part-time status (less than 30 hours of service per week) and seek coverage in another plan that provides minimum essential coverage.
- 1.2 The Employer and plan sponsor intend this Amendment as good faith compliance with the requirements of this provision. This Amendment shall be effective on or after the date the Employer elects in Section 2.1 below.
- 1.3 **Supersession of inconsistent provisions.** This Amendment shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Amendment.

ARTICLE II CHANGE IN STATUS

- 2.1 **Effective Date.** This Amendment is effective as of April 1, 2014.
- 2.2 **Change of election for accident and health coverage.** Notwithstanding any provision contained in this Premium Only Plan to the contrary, the change in status terms are amended as follows:

An Employee who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan during open enrollment of a Marketplace Qualified Health Plan (QHP) as outlined by the Affordable Care Act (ACA). The new coverage in a QHP shall be effective no later than the day immediately following the last day of the original coverage that is revoked.

An Employee who elected to salary reduce through the Premium Only Plan for accident and health plan coverage is allowed to prospectively revoke or change his or her election with respect to the accident or health plan if Participant is moved from full-time status (at least 30 hours of service per week) to part-time status (less than 30 hours of service per week) and seeks coverage in another plan that provides minimum essential coverage. The new coverage shall be effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

This Amendment has been executed this _____ day of _____.

City Of Kingsland

By: _____
Print Name and Title

By: _____
Signature

Attachment: POP Plan Amendment (1222 : Amendment - Section 125 Premium Only Plan)

CERTIFICATE OF ADOPTING RESOLUTION

The undersigned authorized representative of City Of Kingsland hereby certifies that the following resolutions were duly adopted by Employer on _____ (date), and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that the Amendment to the City Of Kingsland Premium Only Plan (the Amendment) is hereby approved and adopted, and that an authorized representative of the Employer is hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the Amendment.

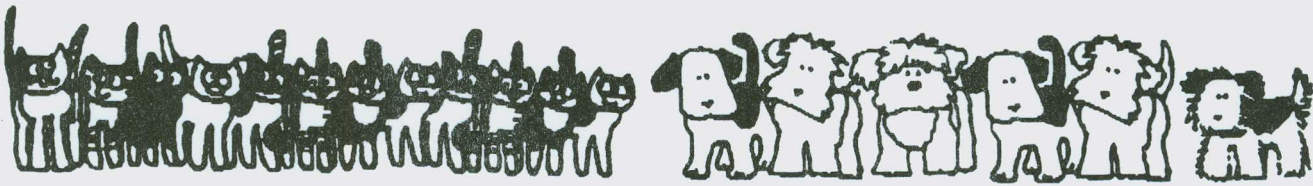
The undersigned further certifies that attached hereto is a copy of the Amendment approved and adopted in the foregoing resolution.

Date: _____

By: _____
Print Name and Title

By: _____
Signature

Attachment: POP Plan Amendment (1222 : Amendment - Section 125 Premium Only Plan)



The Humane Society of Camden County, Inc.

December 10, 2014

Hand Delivered

Ms. Filiz Morrow
City of Kingsland
Post Office Box 250
Kingsland, Georgia 31548

Re: Agreement between the Humane Society and the City of Kingsland
2015 Month-to-Month

Dear Ms. Morrow,

As per your request, enclosed please find the Agreement, which is on a month-to-month basis, between the Humane Society and the City of Kingsland for 2015.

Please review the Agreement, present it to the City Council, and if it meets with approval, have it executed where indicated. After execution, please have a signed copy forwarded to me for my file. Should anyone have questions, you may reach me at 729-5864 or our Treasurer, Bob Coulbourne, at 882-6611.

We look forward to a continued professional, positive, and effective working relationship with the City of Kingsland. Thank you.

With kind regards,

Madonna T. Marx
Co-Founder/Board Secretary

MTM/m
Enclosures

AGREEMENT

THIS AGREEMENT entered into this 10th day of December, 2014 between the HUMANE SOCIETY OF CAMDEN COUNTY, INC., herein referred to as the Humane Society, and the CITY OF KINGSLAND, hereinafter referred to as the Entity.

WHEREAS, the Humane Society has been incorporated for the purpose of acquiring, establishing, maintaining and operating a shelter for animals, and

WHEREAS, the Entity is desirous of utilizing the services provided by the Humane Society,

THEREFORE, the parties agree as follows:

General Provisions

1.

The term of this Agreement shall be on a month-to-month basis beginning January 1, 2015. The terms of this Agreement shall expire on December 31, 2015.

2.

In consideration for the services provided by the Humane Society to the Entity, the Entity shall pay the sum of **\$4,000.00 per month**. The monthly contract amount shall be due on the first day of each month.

3.

In the event payment is not received within seven days from the due date, then the Humane Society may issue a notice of intent to cancel the contract and cease services. The Entity shall be responsible for the payment of services up to and including the last date services are rendered.

4.

In the event the Humane Society's operation of the animal shelter should be terminated, any funds remaining from the Entity's contributions shall be returned to the contracting entity in the same proportion as they were received.

5.

The Humane Society shall maintain appropriate records of the reclamation fees of animals reclaimed within the first five days after the animal is placed in the shelter. Additionally, at the time of reclamation the representative of the Humane Society shall attempt to ascertain the residency of the person reclaiming the animal and make an appropriate entry as to the reclaim fee received.

6.

The Humane Society shall hold harmless the Entity from any action or liability that is caused once an animal is transferred into the care and control of the Humane Society.

7.

The Humane Society shall furnish the following services:

- a) Operate a facility for the shelter and care of animals. As recognized by the Rules of the Georgia Department of Agriculture, any animal described in Official Code of Georgia Annotated § 27-1-2 and § 27-5-5 shall not be considered to be covered for purposes of this agreement, except where specifically mentioned herein;

- b) Food, shelter, sanitation services for animals delivered to the shelter by the Entity's Animal Control Officer or by any resident within the Entity's jurisdiction, as determined by proof of identification of residency;
- c) In accord with the appropriate statutory authorities, stray animals accepted by the Humane Society shall be held for a minimum of five days after which time period the animals may either be placed for adoption or euthanized;
- d) The Humane Society shall be entitled to charge, collect and retain a reclaim fee for each stray animal as follows: Altered Animals - 1st offense \$20, 2nd offense \$40, 3rd offense \$55; Unaltered Animals - 1st offense \$35, 2nd offense \$70, 3rd offense \$100. Additionally the Humane Society will charge a fee of \$7.00 per day for cats and \$10.00 for dogs each day or any portion thereof that the stray animal has been housed by the Humane Society;
- e) In addition to the reclaiming fees as stated above, any persons reclaiming an animal must supply appropriate proof of proper rabies inoculations for the animal or pay a charge in the amount of \$15.00 for a rabies voucher;
- f) The Humane Society shall cooperate with law enforcement officers in the investigation and prosecution of cruelty cases brought to its attention or of which it has knowledge. Further, the Entity and the Humane Society may appoint agents for the purpose of investigating violations for the purpose of protecting animals or preventing any act of cruelty thereto;

- g) The Humane Society shall use its best efforts to advertise the animals for adoption including, but not limited to, advertisements in local media;
- h) After 5:00pm on normal business days or on weekends and holidays, the Humane Society shall provide an “on call” staff person, accessible via a pager, for emergency situations. For purposes of this agreement, “emergency” shall be defined as (1) a severe weather condition wherein an animal cannot be safely housed in an exterior drop off cage; (2) a situation wherein a domestic animal is seriously ill or severely injured and euthanasia is required, and (3) a quarantine, as required by law, for a bite, attack or suspected rabies incident of a domestic animal;
- i) Wild animals, as defined by O.C.G.A. § 27-5-5, shall not be housed at the shelter nor will shelter staff perform or assist with the euthanasia of a wild animal;
- j) In the event of a bite, attack or suspected rabies incident of a domestic animal, the Humane Society shall provide quarantine cages to house said seized animals as required by law;
- k) Humane Society staff will not assist or perform euthanasia, decapitation, or transport of suspected rabid animals; and
- l) The Humane Society agrees to allow review of the program operations upon reasonable request of any representative of the Entity to discuss such matters as may be necessary due to said

review. When an operations problem is noted in writing by the Entity, it shall be resolved within a thirty-day time period.

- m) A notice of intent to cancel the contract may be given and this contract may then be cancelled by either the Humane Society or the Entity, at their option. The Entity shall be responsible for the payment of services up to and including the last day services are rendered.

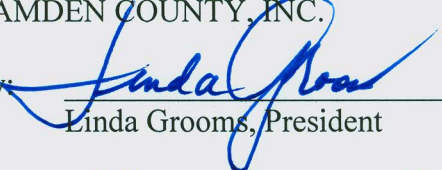
8.

The Entity shall perform as follows:

- a) All responsibilities for the picking up of animals from within the jurisdiction of the Entity shall be the Entity's responsibility;
- b) During the normal business hours, the Entity's Animal Control Officer shall deliver the animals to the designated cages or runs at the shelter. In the event the Animal Control Officer should need assistance with removing an unruly animal from the Entity's vehicle, a Humane Society staff member will assist;
- c) After 5:00pm on normal business days or on weekends and holidays, all requests or calls for collection or accepting of animals to be housed within the shelter shall be the responsibility of the Entity from which the call originates. The Humane Society will furnish animal holding cages for both cats and dogs at the shelter for use by the Animal Control Officer for confining animals collected during non-business hours; and

- d) At the time an animal is delivered to the shelter, the Entity's Animal Control Officer shall furnish the appropriate and accurate paperwork for said animal. The shelter staff will not accept paperwork on animals not housed at the shelter.

THE HUMANE SOCIETY OF
CAMDEN COUNTY, INC.

By: 
Linda Grooms, President


Madonna T. Marx, Secretary

CITY OF KINGSLAND, GEORGIA

BY: _____

ATTEST: _____



City of Kingsland

Post Office Box 250, Kingsland, Georgia 31548
 ☎ (912) 729-5613 📠 (912) 729-761-7618

RESOLUTION

#2014-26

WHEREAS, the Board of Directors of the Georgia Municipal Association (GMA) has established a Certified City of Ethics Program; and,

WHEREAS, the City of Kingsland wishes to readopt the same five (5) ethics principles and pledges; and

WHEREAS, part of the recertification process requires the Mayor and Council to subscribe to the ethics principles approved by the GMA Board.

NOW, THEREFORE, BE IT RESOLVED by the governing authority of the City of Kingsland, Georgia, that as a group and as individuals, the governing authority subscribes to the following ethics principles and pledges to conduct its affairs accordingly:

- Serve Others, Not Ourselves
- Use Resources With Efficiency and Economy
- Treat All People Fairly
- Use the Power of Our Position For the Well Being Of Our Constituents
- Create An Environment Of Honesty, Openness, And Integrity

RESOLVED, this _____ day of _____, 2014.

BY: _____
 Kenneth E. Smith, Sr., Mayor

 Alex Blount, Mayor Pro-Tem

 Charles Grayson Day, Councilmember

 Jim McClain, Councilmember

 Daniel P. Minckler, Councilmember

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

Attachment: city of ethics (1231 : ADOPTION OF: Resolution #2014-26)