CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA ● FEBRUARY 8, 2016

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	Mayor
Charles Grayson Day Jr	City Councilman
James Ham	City Councilman
Jim McClain	City Councilman
Richard A. Winters	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. GRANTING AUDIENCE TO THE PUBLIC

1. Depot Park Equipment - Troy Hoper, DDA Chairman -

VI. OLD BUSINESS

VII. PLANNING AND ZONING

1. APPLICATION FOR HOME OCCUPATION – Harold Brooks -

Harold Brooks, 940 Clarks Bluff Rd is requesting a Home Occupation Permit for "Universal Property Solutions", a lawn care provider. Zoning is R-1. Planning Commission Recommends Approval.

2. APPLICATION FOR FINAL PLAT – Laurel Landing Phase V-B -

Bennett Surveying, Inc. requests consideration on behalf of Sawyer and Associates for a final plat consisting of 12 lots on 4.32 acres on Laurel Landing Blvd in Laurel Landing Subdivision(Phase V-B). Zoning is PD/R-2. Planning Commission Recommends Approval.

3. APPLICATION FOR VARIANCE – Daniel Wheeler -

Daniel Wheeler requests consideration of a variance of his rear yard setback from 30 feet to 10 feet on the Lowes out-parcel behind CVS (Tax Parcel 108 003C). Zoning is I-L. Planning Commission Recommends Approval.

4. Appointment of Planning Board Member - Mr. Milton Burlerson - City Councilman James Ham

VIII. NEW BUSINESS

1. Proclamation: Small Business Week February 15 - February 19, 2016 -
2. Proclamation: GMA 60 Years of Service - Mayor Kenneth E Smith Sr
3. Proclamation: Dating Violence Awareness Month, February -
4. Adoption Of: Resolution #2016-01 - a Resolution in Support of House Bill 734 "Georgia Space Flight Act" -
5. 1563 : Approval Of: Kingsland 401 (a) Adoption Agreement - City Manager Lee Spell
6. Bid Award: Police Car Equipment & Installation -
7. Bid Award: Professional Services Agreement-Infrastructure Conditions Assessment -

ESC Operations, Inc. is the sole bidder.

8. Approval Of: Fleet Items for Auction -
9. Discussion - Employee Bonus Policy -
10. Discussion - On-Call Policy -
11. Executive Session - Real Estate - City Manager Lee Spell

IX. MAYOR AND COUNCIL ANNOUNCEMENT

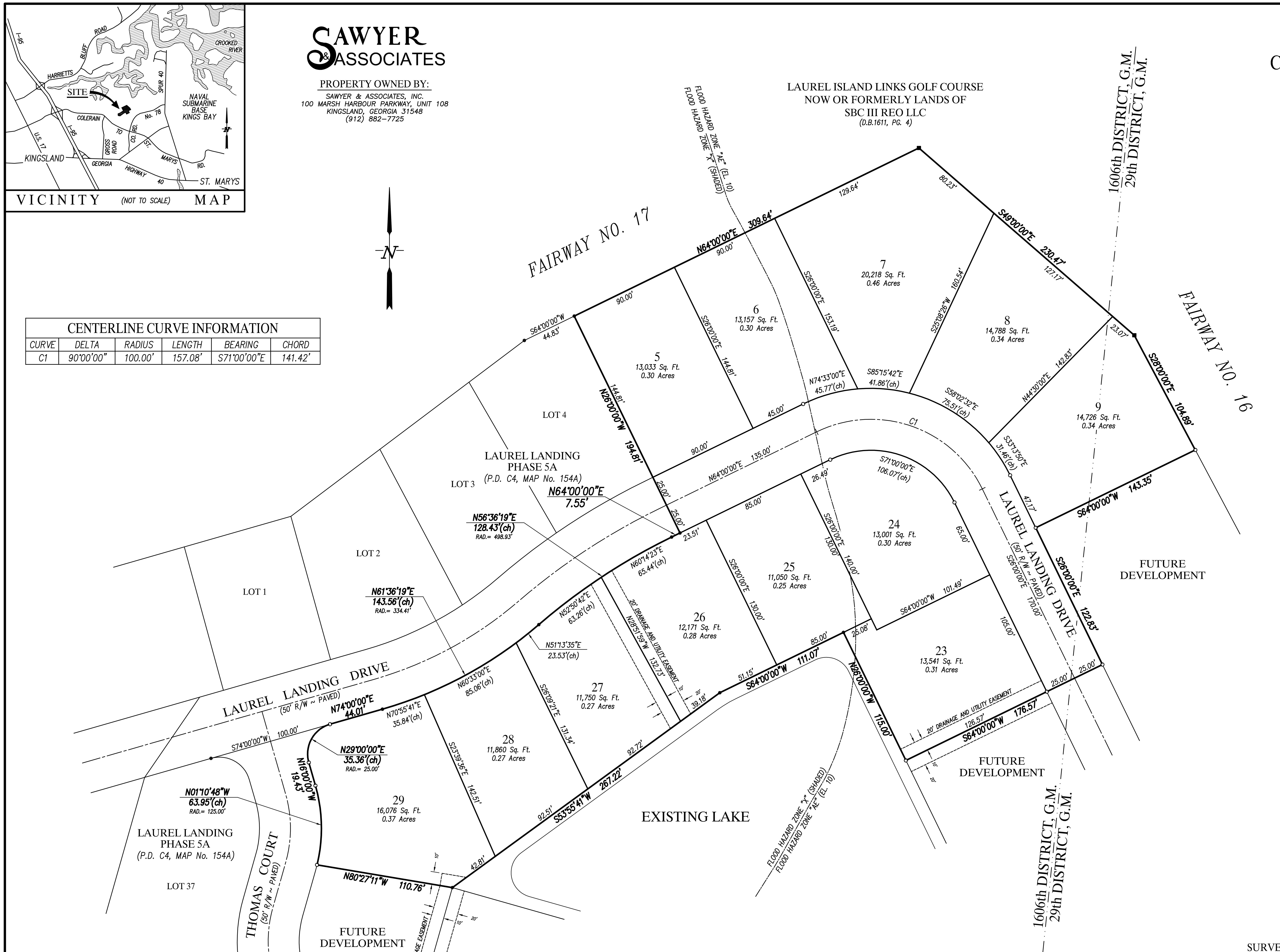
X. ADJOURNED

XI. RESOLUTIONS

FINAL SUBDIVISION PLAT OF

LAUREL LANDING ~ PHASE 5B

CITY OF KINGSLAND, 29th AND 1606th G.M.D., CAMDEN COUNTY, GEORGIA



CENTERLINE CURVE INFORMATION					
CURVE	DELTA	RADIUS	LENGTH	BEARING	CHORD
C1	90°00'00"	100.00'	157.08'	S71°00'00"E	141.42'

SAWYER & ASSOCIATES

PROPERTY OWNED BY:
SAWYER & ASSOCIATES, INC.
100 MARSH HARBOUR PARKWAY, UNIT 108
KINGSLAND, GEORGIA 31548
(912) 882-7725

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO THE BEARING OF N 26°-00'-00" W FOR THE EASTERLY LINE OF LOT 4, LAUREL LANDING, PHASE 5A, ACCORDING TO MAP RECORDED IN P.D. C4, MAP No. 154A, PUBLIC RECORDS OF SAID COUNTY.

2.) SUBJECT PROPERTY IS FOUND TO BE IN FLOOD HAZARD ZONES "X" (SHADED) AND "AE" (EL. 10) AS PER F.I.R. MAPS FOR CAMDEN COUNTY, DATED: 12-16-08, MAP No. 13039C0415F, COMMUNITY No. 130238, PANEL No. 0415, SUFFIX F.

3.) BUILDING RESTRICTION LINES ARE AS FOLLOWS:
FRONT: 20 FEET
SIDES: 0 FEET FROM PROPERTY LINE, MINIMUM 10 FEET FROM ADJACENT DWELLING; SIDE STREET 20 FEET
REAR: 20 FEET FROM STREET; 10 FEET FROM PROPERTY LINE; 20 FEET ADJACENT TO GOLF COURSE
POOLS AND POOL ENCLOSURES MAY EXTEND INTO THE FIRST 10 FEET OF THE YARD SETBACK, PER ORIGINAL P.U.D.

4.) SUBJECT PROPERTY IS CURRENTLY ZONED : PD (R-2, MULTI FAMILY USAGE).

5.) SUBJECT PROPERTY CONTAINS 4.32 ACRES, (12 LOTS).

6.) TOTAL ROADWAY AREA WITHIN SUBDIVISION: 0.53 ACRES.

7.) THIS PLAT RESERVES A 7.5 FOOT WIDE EASEMENT FOR DRAINAGE AND UTILITIES TO THE CITY OF KINGSLAND ALONG THE FRONT, SIDE AND REAR LOT LINES, UNLESS NOTED OTHERWISE AND EXCEPTING THEREFROM, ANY RESTRICTED LOT LINE.

8.) THERE MAY EXIST ADDITIONAL RESTRICTIONS LYING OVER THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY WHICH MAY BE RECORDED IN THE PUBLIC RECORDS OF SAID COUNTY.

9.) SUBJECT PROPERTY TO BE SERVICED BY CITY WATER & SEWER; DEVELOPER TO INSTALL LINES WITHIN SUBDIVISION.

10.) PROPERTY CORNERS SHOWN THUS:
SET: ○ 1/2" IRON PIPE
FOUND: ● 1/2" IRON PIPE (RLS 2893)
FOUND: ■ CONCRETE MONUMENT

11.) LOT CORNERS AND INTERIOR P.C.'S & P.T.'S ARE 1/2" IRON PIPES AND ARE TO BE SET UPON COMPLETION OF ROAD AND UTILITY CONSTRUCTION.

12.) LOTS SHOWN HEREON ARE CONSECUTIVELY NUMBERED PER OVERALL SITE PLAN OF THE LAUREL LANDING DEVELOPMENT.

13.) ALL ROAD RIGHT-OF-WAY TURNOUT RADII ARE 25 FEET.

OWNER'S CERTIFICATE:

STATE OF GEORGIA, COUNTY OF CAMDEN

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, CERTIFIES THAT SAID OWNER HAS CAUSED THE SUBDIVISION OF THE LAND SHOWN HEREON BY AN ACTUAL SURVEY, AND DOES HEREBY IRREVOCABLY DEDICATE TO THE USE OF THE PUBLIC ALL ROADS AND EASEMENTS FOR THE PURPOSES THAT THEY ARE LABELED.

BY:____________________ DATE:____________
RON SAWYER, PRESIDENT

CERTIFICATION OF APPROVAL BY THE COUNCIL:

I HEREBY CERTIFY THAT THE OWNER, OR HIS AGENT, HAS COMPLETED THE CONSTRUCTION AND INSTALLATION OF THE STREETS, DRAINAGE, UTILITIES AND OTHER IMPROVEMENTS IN ACCORDANCE WITH THE LAWS AND SPECIFICATIONS OF THE CITY OF KINGSLAND, GEORGIA, OR HAS POSTED A PERFORMANCE BOND IN LIEU THEREOF.

BY:____________________ DATE:____________
MAYOR

CERTIFICATION OF FINAL APPROVAL BY THE COMMISSION:

I CERTIFY THAT ALL REQUIREMENTS FOR FINAL APPROVAL OF THIS PLAT HAVE BEEN FULFILLED IN ACCORDANCE WITH THE ORDINANCES OF THE CITY OF KINGSLAND, GEORGIA, AND THE REQUIREMENTS OF THE KINGSLAND PLANNING COMMISSION.

BY:____________________ DATE:____________
CHAIRMAN OF PLANNING COMMISSION

RECORDING DATA:

STATE OF GEORGIA, COUNTY OF CAMDEN:
OFFICE OF CLERK OF SUPERIOR COURT
THE WITHIN PLAT RECORDED IN PLAT
DRAWER__________ MAP No.__________
THIS__________ DAY OF__________ 2015.

BY:____________________ DATE:____________
DEPUTY CLERK

CLOSURE STATEMENT:

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN LOT 58,375 FEET AND AN ANGULAR ERROR OF 02 SECONDS PER ANGLEPOINT AND WAS ADJUSTED USING THE COMPASS RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 155,667 FEET.

EQUIPMENT USED FOR FIELD MEASUREMENTS:
LINEAR: SOKKIA SET3
ANGULAR: SOKKIA SET3

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND ACCURATE AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE UNDER MY DIRECT SUPERVISION AND THAT ALL MONUMENTATION SHOWN HEREON HAS BEEN SET OR FOUND.

BY:____________________ DATE:____________
ERNEST R. BENNETT, JR.
GEORGIA REG. SURVEYOR No. 2893

THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE BOARD RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

0' 20' 40' 80'
SCALE: 1" = 40'

DWN. BY: J.W.H.
CKD. BY: R.B.

BENNETT SURVEYING, INC.
Surveyors and Land Planners
102 MARSH HARBOUR PARKWAY, UNIT 103
KINGSLAND, GEORGIA 31548
(912) 673-8940
(912) 258-8899

DWG. No. SD-2-86-1-16

F.B. BSI18 PG. ___ PLAT DATE: JANUARY 7, 2016 CAD FILE: BSI\CAD\Camden\Kingsland\Laurel Landing\Laurel Landing 5B.dwg

City of Kingsland

GCCMA 60th Anniversary Proclamation

WHEREAS, the Georgia City-County Management Association (GCCMA) is celebrating 60 years of service to Georgia's leaders, cities, and counties;

WHEREAS, GCCMA is the recognized affiliate organization of the International City/County Management Association (ICMA); and

WHEREAS, GCCMA, originally founded in 1956 by a small group of managers interested in professional development, has grown and expanded its membership to include Georgia's city and county managers and administrators, directors of regional development centers, and their principal assistants; and

WHEREAS, GCCMA membership represents several state agencies in addition to representatives of the Association of County Commissioners of Georgia and the Georgia Municipal Association; and

WHEREAS, GCCMA is revered as the premier association of professional local government leaders building sustainable communities to improve lives across Georgia; and

WHEREAS, GCCMA's mission is to create excellence in local governance by fostering innovation, collaboration, mentoring, networking, continuing education and other professional development opportunities; and

WHEREAS, GCCMA provides a variety of member services including a coaching program and two educational conferences each year, with programs emphasizing issues of special interest to Georgia Managers, and

WHEREAS, GCCMA members also have access to multiple training programs on special subject matters as part of GCCMA's commitment to continuing professional development, and

WHEREAS, GCCMA has assisted professional local government managers in all areas of the State of Georgia in obtaining continued education and experience through scholarship and internship programs;

NOW THEREFORE, I, Kenneth E. Smith, Sr., Mayor, do hereby recognize the Georgia City-County Management Association's 60th Anniversary in the year of 2016 and encourage all of our government leaders to recognize GCCMA for the significant impact the organization has made and continues to make in Georgia's communities.

City of Kingsland

____
Kenneth E. Smith, Sr., Mayor

____
Linda O'Shaughnessy, City Clerk

RESOLUTION #2016-01

A RESOLUTION IN SUPPORT OF HOUSE BILL 734
"Georgia Space Flight Act"

WHEREAS, Brevard County, Florida experienced great economic opportunity with the location of Cape Kennedy, and

WHEREAS, Brevard County, Florida has experienced no accidents to persons off Cape Kennedy, and

WHEREAS, Brevard County, Florida has experienced development as close as 8 miles from the launch platforms, and

WHEREAS, Camden County, Georgia is now conducting an environmental impact survey in hopes of pursuing its own spaceport, and

WHEREAS, the Spaceport Camden site is well isolated from residential development, and

WHEREAS, the City of Kingsland desires to support these efforts toward the establishment of Spaceport Camden,

THEREFORE, the City of Kingsland expresses support for House Bill 734 and encourages the rapid adoption off this legislation.

This Resolution is adopted the 8th day of February 2016.

BY: ______________________________
Kenneth E. Smith, Sr. Mayor

ATTEST: ______________________________
Linda O'Shaughnessy, City Clerk

(City Seal)

THE GEORGIA MUNICIPAL ASSOCIATION

401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated
As of January 1, 2012

RESOLUTION AND

ADOPTION AGREEMENT

City of Kingsland

Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

RESOLUTION

WHEREAS, the City of Kingsland, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ☒ matching and/or ☐ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Defined Contribution Plan, as amended and restated effective as of January 1, 2012 ("Plan");

WHEREAS, the Participating Employer wishes to ☐ participate or ☒ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

<u>Section 1</u>. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

<u>Section 2</u>. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

<u>Section 3</u>.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

(b) The Participating Employer acknowledges that it may not be able to rely on the volume submitter letter if it makes certain elections under the Adoption Agreement or the Addendum.

Section 4. The Participating Employer hereby authorizes Ice Miller LLP, Legal Counsel, the volume submitter practitioner who sponsors the Plan on behalf of GMA, to amend the Plan on its behalf as provided under Revenue Procedure 2007-44 and Revenue Procedure 2011-49. The Participating Employer understands that the implementing amendment reads as follows:

> With the approval of the Trustees, the Practitioner shall amend the Plan on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to this restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers.
>
> Notwithstanding the foregoing paragraph, the Practitioner shall no longer have the authority to amend the Plan on behalf of any Participating Employer as of either:
>
> - the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a volume submitter plan as described in Revenue Procedure 2011-49; or
> - as of the date of the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.
>
> If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the advisory letter, the Practitioner's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. In any event, any amendment made by the Practitioner is subject to the approval of the Trustees.
>
> GMA will maintain or have maintained on behalf of the Practitioner, a record of the Participating Employers, and GMA on behalf of the Practitioner will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this Section shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the volume submitter advisory letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on __________________________, ________, in accordance with applicable law.

By:____
Signature

____
Name and Title

Attest:________________________________

Date:_________________________________

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: City of Kingsland, Georgia

GOVERNING AUTHORITY

Name: Mayor and Council of the City of Kingsland
Address: P.O. Box 250, Kingsland, GA 31548
Phone: (912) 729-5613
Facsimile: (912) 729-7618
E-mail: ________________
Person Authorized to receive Official Notices from the Plan or GMA:
Human Resources Director

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Master Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with certain provisions of the Pension Protection Act of 2006 ("PPA"), Heroes Earnings and Assistance and Relief Tax of

2007 (HEART"), the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), the final Treasury regulations under Code Section 415 published on April 5, 2007, and, based on the model amendment provided under Internal Revenue Service Notice 2009-82 are intended as good faith compliance with the requirements of PPA, HEART, and WRERA to be construed in accordance with PPA, HEART, and WRERA and guidance issued thereunder effective for Plan Years set forth herein. Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2010-90 (the 2010 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Master Plan Document. By adopting this Adoption Agreement, with its accompanying Master Plan Document, the Participating Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by PPA, HEART, and WRERA and the 2010 Cumulative List with the applicable effective dates.

This Adoption Agreement is for the following purpose **(check one)**:

☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective ________________, _____ **(insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted)**, with respect to Contributions as approved by the Board of Trustees below.

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

☒ This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be **<u>the first day of the month coinciding with or following approval by the governing authority</u> (insert effective date of this Adoption Agreement but not earlier than the first day of the 2007 plan year or the beginning of the plan year in which the plan is adopted)**. This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on **<u>October 1, 2008</u> (insert original effective date of preexisting plan)**.

☐ Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan <u>or</u> (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

☐ This is an amendment to be effective as of __________________, ______, **(insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment)** of the current GMA 401(a) Defined Contribution Plan previously adopted by the

Participating Employer, which was originally effective ______________________, _____, as follows (**please specify type below**):

☐ This is an amendment to change one or more of the Participating Employer's contribution design elections in the Adoption Agreement.

☐ This is an amendment to add a new Department or a new class of Eligible Employees.

☐ This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.

☐ Other **(must specify elective provisions in this Adoption Agreement)**:
____
____

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Master Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: October 1 **(insert month and day e.g., July 1)**.

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

☒ All Departments

☐ All Departments eligible to participate under the Employer's GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.

☐ Covered Departments **(must specify)**:___________________________________
____
____
____.

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below **(check one)**:

☐ All

☐ All with the following exclusions:
- ☐ Municipal Legal Officer
- ☐ Elected or appointed officials
- ☐ Other[1] **(must specify and clearly define the ineligible classification of employees)**:

  ____

  ____

☒ Only employees in any 457(b) plan of the Employer. Note: This box must be checked if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to a 457(b) Plan.

☐ Only employees in the GMEBS defined benefit plan. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.

☐ Other[1] **(must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals)**:

____

____

____.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a

[1] Do not specify the inclusion or exclusion of a participant by using the name of the employee.

minimum hour requirement you must specify the number of hours required in the space provided below).

☒ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled)**:

☐ **____________ (must not exceed 40 hours/week)**

☐ Same Minimum Hours Required as provided in GMEBS defined benefit plan. Number of Hours: __________. Note: This box may only be checked if the Participating Employer's defined benefit plan is administered by GMEBS.

☐ **Other Minimum Hour Requirement (must specify): ____________________**

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), he or she becomes ineligible for additional contributions until he or she once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

☐ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☒ **A waiting period described under one of the following options (check one)**:

☐ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be ______________ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☒ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _______________ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☒ will not be given credit for prior contributions made to the 457(b) Plan for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the 457(b) plan(s) ☐ will ☒ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows **(check matching, non-matching, or both as applicable):**

☒ **Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are **(check one):**

☒ All Eligible Employees
☐ Other **(must specify; any individuals specified must be Eligible Employees)**: ____

The Employer elects the following matching contribution formula for Class A Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☒ **Percentage Match**: For each Payroll Period in which the Participant contributed to the GMA 457(b) Deferred Compensation Plan **(insert Plan name)** a 457(b) Plan of the Employer, the Employer will contribute **10**% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to the 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☒ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$____________ per weekly Payroll Period
$ **$25** per bi-weekly Payroll Period
$____________ per semi-monthly Payroll Period
$____________ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _________% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $ _______ **(may be $1 to $25)** to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_______ per weekly Payroll Period

$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

____
____
____
____

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are **(must specify; all individuals specified must be Eligible Employees)**:
____.

The Employer elects the following matching contribution formula for Class B Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to ____ **(insert plan name)** a 457(b) Plan of the Employer, the Employer will contribute __________% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to the 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$____________ per weekly Payroll Period
$____________ per bi-weekly Payroll Period
$____________ per semi-monthly Payroll Period

$____________ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _________% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $ _______ **(may be $1 to $25)** to a 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_______ per weekly Payroll Period
$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

____
____
____
____

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

☐ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to a 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are **(check one):**

☐ All Eligible Employees
☐ Other **(must specify; any individuals specified must be Eligible Employees)**: ____

The Employer elects the following contribution formula for Class C Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $__________ or _______% of Compensation per Participant.

☐ ______% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Payroll Period as shown below **(complete as applicable):**

$_______ per weekly Payroll Period
$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

____
____

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are **(must specify; all individuals specified must be Eligible Employees)**:____.

The Employer elects the following contribution formula for Class D Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $______________ or ______% of Compensation per Participant.

☐ ______% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Pay Period as shown below **(complete as applicable):**

$_______ per weekly Payroll Period
$_______ per bi-weekly Payroll Period
$_______ per semi-monthly Payroll Period
$_______ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**:

____
____

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

☒ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).

☐ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

☐ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours

☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments

☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued

☐ Other: ____
____

PAYROLL PERIOD

The payroll period of the Participating Employer is:

☐ Weekly
☒ Bi-Weekly
☐ Semi-Monthly
☐ Monthly

VESTING FOR EMPLOYER MATCHING CONTRIBUTIONS
(Complete if Employer is Making Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

☐ **Immediate Vesting**. No vesting schedule. Employer Matching Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section)**.

☒ **Cliff Vesting**. Employer Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for 5 years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

☐ **Graduated Vesting Schedule**. Employer Matching Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years)**:

Completed Years of Service as Eligible Employee	Vested %
1 year	______%
2 years	______%
3 years	______%
4 years	______%
5 years	100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: ☒ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: ☒ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of ___________ years (not to exceed 5 years).

VESTING FOR EMPLOYER NON-MATCHING CONTRIBUTIONS

(Complete if Employer is making Non-Matching Contributions)

A Participating Employer may establish a vesting schedule for Employer Non-Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Non-Matching Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the

Participant's Employer Non-Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, in calculating the Vesting Period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following **(check one)**:

☐ **Immediate Vesting**. No vesting schedule. Employer Non-Matching Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section)**.

☐ **Cliff Vesting**. Employer Non-Matching Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _________ years **(not to exceed 5 years)** (the "Vesting Period"). Non-Matching Contributions remain 0% vested until the Participant satisfies the full Vesting Period.

☐ **Graduated Vesting Schedule**. Employer Non-Matching Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years)**:

Completed Years of Service as Eligible Employee	Vested %
1 year	_____%
2 years	_____%
3 years	_____%
4 years	_____%
5 years	100 %

Complete the following items if the Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: ☐ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: ☐ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of _________ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Trustees for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with The Georgia Municipal Association 401(a) Defined Contribution Plan Master Plan Document approved by the Internal Revenue Service under an advisory letter J593619a dated March 31, 2014.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Master Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS advisory letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _______________, __________, by the Mayor and Council of the City of Kingsland, Georgia.

Signed: ____

Printed Name: ___________________________________

Title: ____

Date of Signature: _______________________________

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan <u>or</u> to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

☐ within 15 business days after the Payroll Period ending ______________, _____.

☐ On the following prospective date **(specify a specific date)**: ________________.

Dated: ____________________ By: ____

Title:____
on behalf of the Board of Trustees

City of Kingsland

Bid Tabulation-Police Car Equipment and Installation

Thursday, January 28, 2016 @ 2:00 PM

Vendor	Location	Cost Per Vehicle	Total for 5 Vehicles	Total Cost of Transport/ Delivery 5 vehicles[3]	Additional Notes	Warranty	Start Date	Completion Date
Applied Concepts, Inc[1]	Plano, TX	$2,855.00	$14,275.00	City responsible	Stalker Dual SL Radars	Manufacturer warranty on radar to be free of defects, repair or replacement up to 3 years.	Upon receipt of PO	30 days
Dana Safety Supply	Jacksonville, Fl	$15,411.75	$77,058.75	City responsible	No bid on Motorola radios, Whelen products	Standard 2 year Whelen Warranty, HDP 5 year, back up alarms 1 year	when all equipment is on hand	60 days after start
Emergency Equipment Specialist	Bethlehem, GA	$13,459.70	$67,298.50	$250.00	Feniex lighting products	5 year warranty on all LED lights & 2 year warranty on all sirens & speakers. Lifetime installation warranty. Any warranty work needed will be completed on site in Kingsland.	Upon receipt of vehicles	30-40 days
Hasty's Communications[4]	Brunswick, GA	$14,367.00	$71,835.00	no quote	Federal Signal Lightbar & periphery lighting	5 years on the lightbars, 3 on the Sirens & controllers. 90 day installation warranty.	Upon receipt of vehicles	45 days max
Hasty's Communications[2]	Brunswick, GA	$824.00	$4,120.00	no quote	Motorola XPR5550VHF Mobile Radio, 1/4 Wave Antenna	Standard Motorola warranty. 90 day installation warranty.	Upon receipt of vehicles	45 days max
Kings Bay Truck[4]	Kingsland, GA	$19,389.13	$96,945.65	$1,250.00	Federal products			
West Chatham	Savannah, GA	$13,285.74	$66,428.70	$750.00	Motorola XPR5550, Whelen products	Standard 2 year Whelen Warranty, HDP 5 year, back up alarms 1 year	30 days after PO	60 days after PO

Notes:

[1] *Only bid on radar, does not include installation of radars*

[2] *Only bid on radios, includes installation of radios*

[3] *Cost of transport from car dealership to equipment install and delivery to Kingsland is optional. City can choose to do this in-house.*

[4] *Received late*

RFP also advertised on the City and GMA websites.

Attachment: Bid Tabulation-Police Car Equipment Installation 012816 (1560 : Bid Award: Police Car

FLEET AUCTION LIST

1996 DODGE, WATER PLANT

1994 GMC, PUBLIC WORKS

1995 CHEVROLET, FIRE STATION

1994 CHEVROLET, MUD

2004 DODGE, KPD, MSB ADMIN

2002 FOUR (4) FORD TAURUS, POLICE DEPARTMENT

1998 FORD

FORKLIFT, FLEET SERVICES – YEAR UNKNOWN

1992 DODGE, PUBLIC WORKS

1999 FORD TRUCK, PUBLIC WORKS

1996 DODGE CARAVAN, ADMINISTRATION

1992 DODGE DAKOTA, PUBLIC WORKS

1985 CHEVROLET TRUCK, PUBLIC WORKS

1999 DODGE RAM, PUBLIC WORKS

2008 FORD CROWN VICTORIA, POLICE DEPARTMENT

2003 FORD CROWN VICTORIA, POLICE DEPARTMENT

2007 FORD CROWN VICTORIA, POLICE DEPARTMENT

Employee Bonus Program

The City of Kingsland has established these following procedures for the administration of a program to recognize and reward outstanding performance by establishing a bonus rewards program whereby employees may receive lump sum monetary, incentive, and non-monetary rewards for outstanding performance. This policy shall apply to all full time regular employees having successfully completed the required probationary period.

A. Overview

1. Formal recognition programs including lump-sum bonuses, incentive plans and non-monetary awards offer mechanisms to effectively motivate and retain valued employees who provide exemplary performance and/or meet specified targets. These programs are intended to reward employees whose achievements have resulted in a particular benefit to the department and/or the City.
    a. There are two types of monetary awards.
        i. A lump-sum bonus to recognize a specific achievement or cost-savings
        ii. An incentive plan with clearly defined goals, pre-established criteria, and regular payouts when goals are met or exceeded
    b. Non-monetary rewards can take the form of de minimus recognition awards, career development opportunities, and attendance/travel/time off for special lectures, training programs, and conferences.
2. These programs are not intended to replace informal and spontaneous recognition or praise of staff achievements and work performance. Informal recognition of employees should and does take place every day. Saying "thank you" to employees and complimenting an employee on a job well done are part of the responsibilities of managers and supervisors.

B. General guidelines

1. Departments should reward behaviors and results that are tied to department or City initiatives.
2. Specific selection criteria need to be established by the department. The Human Resources Director must approve the departmental criteria prior to implementing a formal recognition program.
3. All staff employees, including teams and partnerships of such employees, are eligible to participate. Departments may establish further eligibility criteria within their recognition programs.
4. Funding of program expenses is subject to City, State and Federal guidelines applicable to accounting, budgeting, payroll, purchasing, and City of Kingsland principles and practices.

C. Lump-sum bonus

1. There are two ways departments can exercise this method of recognition:
    a. Establish an award review committee to determine award recipients
    b. Permit a department head the discretion to initiate an award for a specific employee, with approval from the Human Resources Director and City Manager
2. All bonus award recipients must first meet the following general criteria:
    a. The employee's accomplishments exceed the normal standards/expectations for the job
    b. The employee has fulfilled all normal job duties in addition to performing added duties to accomplish a special project or achieve a certain goal
    c. The employee serves as a role model for others, displaying desirable characteristics such as outstanding customer service, positive attitude, team leadership, etc.
3. The amount of a lump-sum bonus may not exceed $2,500. Decisions about the amount of a lump-sum bonus should be dependent upon the nature and complexity of the accomplishment and the ability of the department to fund the award. Under special circumstances, with the Mayor’s approval, a higher bonus may be awarded (Documentation must be submitted to support such a request.)
4. Department Heads should clearly communicate to the recognized employee what outstanding achievements led to the award

D. Incentive plans

1. For incentive plans, the department head and/or administrator must develop specific targets to be achieved. Goals, pre-established criteria, and regular payouts are essential under this type of plan.
2. Department heads should clearly communicate to the employee what the expectations are and the outcome for the incentive period.

E. Non-monetary rewards

1. Non-cash awards of de minimus value such as recognition awards cannot exceed a value of $50. Awards may be either recognition gifts or recognition vouchers. These one-time awards are non-taxable.
    a. Employee recognition vouchers are redeemable only at the establishment where they originated from, by the named employee, and cannot be redeemed for cash.
2. Examples of areas to be rewarded include:
    a. Outstanding achievements and accomplishments. Demonstrated and sustained outstanding achievements that consistently exceed goals and job expectations.
    b. Teamwork. Acting as an exceptionally effective and cooperative team member, demonstrating superior interactions with the community and the citizen population served.
    c. Length of service. A commitment to the City of Kingsland through long-term service.

Procedure: How to establish and request an awards program

1. Indicate the name of the department proposing the program.
2. Indicate the employees eligible for the recognition plan.
3. Select the type of award (lump-sum bonus, incentive, non-monetary) that is being requested, then describe the selection criteria for that particular award.
    a. **Lump-sum Bonus.** Select one or more of the following methods, then describe the criteria and include examples.
        - If the award program is based on employees meeting a departmental goal, indicate the goals.
        - If the award program is based on employees suggesting cost savings to the department, indicate the criteria to be used.
        - If the award program is based on suggestions for increased productivity, indicate the criteria to be used.
        - If the award program is for outstanding performance on special projects, indicate the nature of the eligible special projects and achievement.
        - If there are other criteria to be used instead of the ones listed above, indicate what they are.

    b. **Incentive Plan.** Goals, pre-established criteria, and regular payouts are essential under this type of plan. Describe the Incentive Plan including the specific targets to be achieved.

    c. **Non-monetary Award.** Select one or more of the following methods, then describe the criteria and include examples.
        - If the award program is based on employees meeting a departmental goal, indicate the goal.
        - If the award program is based on employees suggesting cost savings to the department, indicate the criteria to be used.
        - If the award program is based on suggestions for increased productivity, indicate the criteria to be used.
        - If the award program is for outstanding performance on special projects, indicate the nature of the eligible special projects and achievement.
        - If there are other criteria to be used instead of the ones listed above, indicate what they are.
4. What is the proposed amount or range of the employee's bonus or incentive award? (Cash awards cannot exceed $2,500 and such amounts shall be approved in advance of any award).
5. What is the total amount expected to be paid under the program?
6. Signature of supervisor who is proposing the program (if applicable).
7. Signature of the department head who agrees or is proposing the program (if applicable).
8. Signature from the Human Resources Director who must review and approve the proposed program to ensure compliance with all Federal, State, and local laws and

guidelines related to the Fair Labor Standards Act, Equal Employment and Anti-Discrimination.

9. Signature from Finance Director certifying that sufficient funds for the program have been budgeted.
10. Signature of City Manager, who agrees or is proposing the program. This signature designates final approval of the program proposal.

F. Approvals and payments

1. The Human Resources Director must approve the departmental selection criteria prior to implementing a recognition program.
2. Monetary Awards. Once the copy of the recognition plan is on file with the human resource office, the department initiates payment to individual employees through the additional pay process, identifying the approval plan.
    a. For employees in positions eligible for overtime, the rate for overtime worked during the bonus period will be adjusted upward by the amount of the bonus over all hours that were worked in the bonus period.
3. **Non-monetary Awards.** Once the copy of the recognition plan is on file with the human resource office, the department completes an Award Worksheet to document the award and submits it to the city finance office. Payments for all other awards, such as equipment, pins, plaques, etc., must be processed through Purchasing, per established policies and procedures.

Stand-by or Call-Out Compensation

There are a number of departments where, as an employee, you are required to carry a pager or cell phone and be available for duty outside your normal work schedule. The supervisor of the department, or his/her designee, will have the responsibility of determining the stand-by or call-out schedule. Stand-by or call-out schedules are determined in advance, and allow for a rotation of employees; however, because of the responsibilities of the department and the number of qualified employees, these schedules will vary even within departments.

If the employee's position requires that the employee remain on stand-by or call-out for a certain period, the employee must carry his/her pager or cell phone and respond within the prescribed time period upon being paged. Stand-by personnel should notify the appropriate individual or dispatch upon arrival at the location.

Departments that require stand-by will compensate employees for such duty in compliance with the Fair Labor Standards Act. Generally, an employee may be entitled to one hour of pay for each full week of on-call assignment. An on-call employee who is called back to work outside his or her normal work schedule shall be paid for the time worked or a minimum of two (2) hours, whichever is greater. Department Directors shall establish reasonable maximum response times (between 15 and 60 minutes) for their departments. Compensation, if any, will be paid at the next appropriate pay period after such duty has occurred.

Comment [LS1]: Another option may b ur for each day of on call assignment.

Time worked while on call will be calculated at the employee's regular rate of pay. If an employee is called back to work, he or she will be paid for travel time. ~~If an on-call employee is not called back, no pay will be earned.~~ Overtime compensation is applicable only when total hours worked exceed the regular full-time work cycle.

Employees who are on call must adhere to all City policies, including Substance Abuse and Testing. Any variance from such policies may result in disciplinary action, up to and including termination.