



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • MAY 13, 2024

Regular Meeting

City Council Chamber

6:00 PM

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

I. CALL TO ORDER AND WELCOME GUESTS

II. ROLL CALL

Charles Grayson Day Jr.
James W Galloway
Farran Fullilove
Kristy Chance
Alex Blount

Mayor
Councilman
Councilman
Councilwoman
Mayor Pro Tem

III. INVOCATION AND PLEDGE TO THE FLAG

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 Recognition: Angie Bogler & Hannah Smith -

Completion of Carl Vinson Institute of Government's Level I Local Government
Finance Officer Certification Program.

VI. GRANTING AUDIENCE TO THE PUBLIC

VII. OLD BUSINESS

VIII. PLANNING AND ZONING

1. Approval of Home Occupation - 526 South Cherry Street - Map & Parcel 083B01 007 -

Miranda Pickett has applied for a Home Occupation Permit for a Graphic Design/Printing business known as "Moonlit Magical Creations, LLC. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.

2. Approval of ROW Acceptance-The Villas at Camden Woods Phase 1 -

Ronald H. Sawyer with Laurel Island Holdings, LLC has submitted a Quit-Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within The Villas at Camden Woods and Richard Lee Drive. The one-year warranty period ended October of 2022. An inspection of the infrastructure was completed by the Planning Department and Public Works on March 14, 2024 and no issues were found, all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report. Zoning is PD/MU (Planned Development/Mixed Use).

Planning Commission recommends approval.

3. Approval of Final Plat- Settler's Hammock-Phase 4 -

Shupe Surveying Company, acting agent for Lamar Smith Signature Development, LLC has submitted an application for a final plat for Settler's Hammock Phase 4 consisting of 28 single family lots on approximately 8.82 acres. The preliminary plat and PD was approved by the City Council in 2019. Zoning is PD/R-1.

Planning Commission recommends approval.

4. Approval of Re-Zoning- Parcel 093 054N -

Drew Gulley, with Evans Concrete, LLC, acting agent for James Coughlin, with Camden County Joint Development Authority has applied for a re-zoning of parcel 094 054N containing approximately 4.415 acres located at 111 Industrial Park Drive. The applicant is requesting the parcel be re-zoned to I-G (General Industrial) for the purpose of a Concrete Batch Plant. Current zoning is I-L (Light Industrial).

Planning Commission recommends approval.

5. Approval of Annexation & Zoning Designation - Parcel 108 004A -

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approximately 11.39 acres located at 327 Haddock Road in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multi-family project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area. Current zoning is R-3 (County). Staff recommends approval based on the fact that the County re-zoned the property to R-3 for the purpose of the Multifamily Project.

Planning Commission recommends approval.

IX. NEW BUSINESS

1. Approval Of: Resolution and Quitclaim Deed for a Portion of West Street to McDanell-Rorrer -

Resolution and Quitclaim deed for a previously abandoned portion of West Street adjacent to parcel K20 07 003.

Staff recommends approval.

2. Approval Of: Intergovernmental Agreement for Accounting Management Services with PSA -

An intergovernmental agreement for the city to provide specified accounting service to the Camden County Public Service Authority.

Staff recommends approval.

3. Approval Of: Consent of Conveyance Deed -

Approval of the conveyance deed for parcel 107 005J from the Camden County Public Service Authority to the Camden County School District.

Staff recommends approval.

4. Approval of: 2024-2025 Camden County School Resource Officer Contract -

Approval of the Annual School Resource Officer Contract. The contract amount has been updated to reflect current reimbursable rates.

Staff recommends approval.

5. Approval of: Pregnant Workers Fairness Act Policy -

The City recognizes and adheres to the provisions outlined in the 2024 Pregnant Workers Fairness Act (PWFA). This policy serves to ensure compliance with the PWFA and to promote a work environment that fosters respect for all employees.

Staff recommends approval.

X. MAYOR AND COUNCIL ANNOUNCEMENT

XI. ADJOURNED



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Finance
Category: Recognition
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:

AGENDA ITEM (ID # 4451)

DOC ID: 4451

Employee Recognition: Angie Bogler & Hannah Smith

Completion of Carl Vinson Institute of Government's Level I Local Government Finance Officer Certification Program.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Planning and Zoning
Category: Home Office Occupancy
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4445)

DOC ID: 4445

Approval of Home Occupation - 526 South Cherry Street - Map & Parcel 083B01 007

Miranda Pickett has applied for a Home Occupation Permit for a Graphic Design/Printing business known as "Moonlit Magical Creations, LLC. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO. Zoning is R-1.

Planning Commission recommends approval.



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
Kingsland, GA 31548
Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: Home Occupation for 526 S. Cherry St.

Summary:

Miranda Pickett has applied for a home occupation permit for a graphic design/printing business known as “Moonlit Magical Creations”. The applicant has been notified and agrees to the requirements of a Home Occupation as noted in KLADO.

Zoning: R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff recommends approval

Scott L. Kimball
Planning & Zoning Director

Kingsland Sewer Map

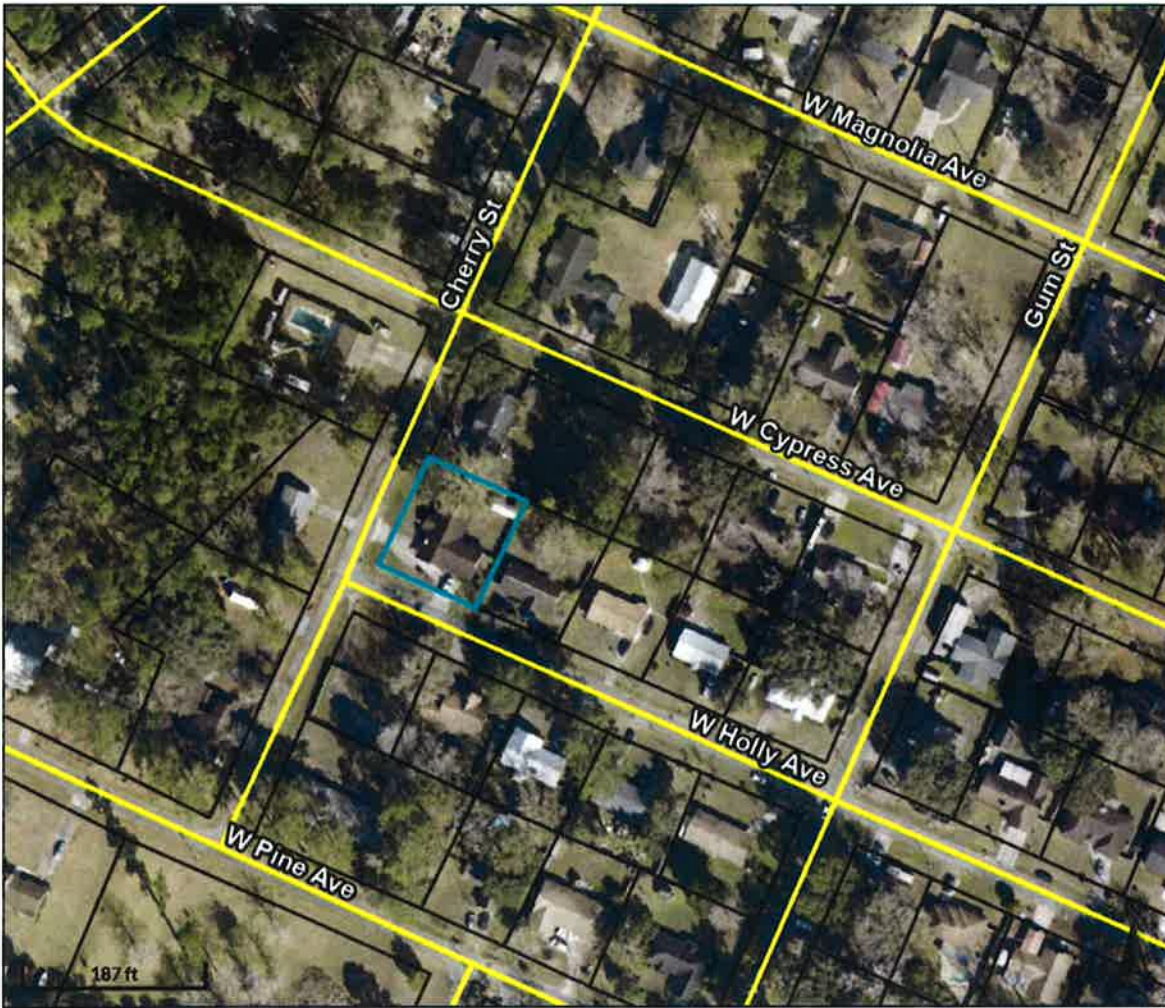
Zoning 2024

- ZONING
- C-1
- C-1 Overlay
- C-1A Overlay
- C-2
- C-4
- C-ED
- C-PLMU
- FT Forest
- IG
- IL
- L Overlay
- MU
- PD
- PD/C-2
- PD/C-4
- PDMU
- PDR-1
- PDR-2
- PDR-3
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7





Camden County, GA



Overview



Legend

- Parcels
- Roads
- USA Major Highways**
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels**

Parcel ID	083B01007	Owner	PICKETT MIRANDA & JULIEANA	Last 2 Sales				
Class Code	Residential		POOR	Date		Net Price	Reason	Qual
Taxing District	KINGSLAND		526 CHERRY STREET	9/25/2023		\$295000	FM	Q
	KINGSLAND		KINGSLAND, GA 31548	10/24/2017		\$131000	FM	Q
Acres	n/a	Physical Address	526 S CHERRY ST					
		Assessed Value	Value \$208538					

(Note: Not to be used on legal documents)

Date created: 3/25/2024

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Developed by  **Schneider**
GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4446)

DOC ID: 4446

Approval of ROW Acceptance-The Villas at Camden Woods Phase 1

Ronald H. Sawyer with Laurel Island Holdings, LLC has submitted a Quit-Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within The Villas at Camden Woods and Richard Lee Drive. The one-year warranty period ended October of 2022. An inspection of the infrastructure was completed by the Planning Department and Public Works on March 14, 2024 and no issues were found, all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report. Zoning is PD/MU (Planned Development/Mixed Use).

Planning Commission recommends approval.



The City of Kingsland, GA
 107 South Lee Street
 P.O. Box 250
 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: The Villas at Camden Woods Phase 1– ROW Acceptance

Summary:

Ronald H. Sawyer with Laurel Island Holdings, LLC and has submitted a Quit- Claim Deed requesting the City of Kingsland to accept a 50' ROW with all infrastructure within The Villas Way and Richard Lee Drive. The one-year warranty period ended in October of 2022. An inspection of the infrastructure was completed by the Planning Dept. and Public Works on March 14, 2024 and no issues were found, all infrastructure was in good working order. The submitted Quit Claim Deed is attached to this report.

Zoning: PD/MU (Planned Development/Mixed Use)

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends approval

Scott L. Kimball

Planning Director

[illegible]



Kingsland Zoning Map

Zoning 2024

ZONING	C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	FT Forest	IG	IG-L	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PD/R-1	PD/R-2	PD/R-3	R-1	R-2	R-3	R-4	R-5	R-6

Please return to:
Kinney & Hendrix, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, GA 31558
File 24-49169

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this 25TH day of MARCH, 2024, between, and **Laurel Island Holdings, LLC**, a Georgia limited liability company, of the first part, and the **City of Kingsland**, a municipal corporation of the State of Georgia, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, the receipt whereof is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT CLAIM to the said party of the second part, its successors and assigns, all that lot, tract, or parcel of land lying and being in the City of Kingsland, 1606th G. M. District, Camden County, Georgia, more particularly described as follows:

All of The Villas Way and Richard Lee Drive as more fully and accurately shown and described on that certain plat of survey of The Villas at Camden Woods subdivision, prepared by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated

October 21, 2021, recorded in Plat Book 2021, page 128, Camden County, Georgia, records.

Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of The Villas at Camden Woods subdivision.

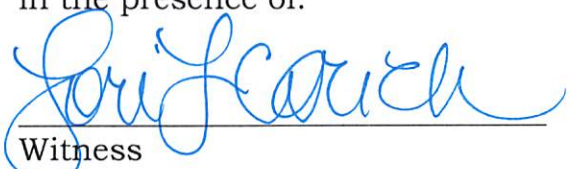
TO HAVE AND TO HOLD the said bargained premises to the said party of the second part, so that neither the said party of the first part nor its successors and assigns, nor any other person or persons claiming under it shall at any time by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set the hands and seals of the respective officers, the day and year above written.

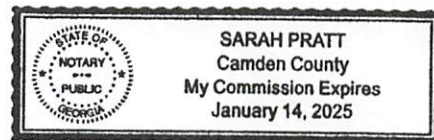
Laurel Island Holdings, LLC, a Georgia limited liability company

By:  (SEAL)
Ronald H. Sawyer, Its Manager

Signed, sealed, and delivered
in the presence of:


Witness


Notary Public



Attachment: ROW Deed The Villas at Camden Woods (4446 : Approval of ROW Acceptance - The Villas at Camden Woods Phase 1)

My Commission Expires January 14, 2025
 Sarah Pratt
 Camden County
 State of Georgia
 Motor Vehicle

RESOLUTION ACCEPTING PROPERTY

WHEREAS, the City of Kingsland has previously approved the subdivision plat of The Villas at Camden Woods subdivision, as more fully and accurately shown and described on that certain plat of survey of same by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated October 21, 2021, recorded in Plat Book 2021, Page 128, Camden County, Georgia, records.

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, Laurel Island Holdings, LLC, has tendered to the City of Kingsland a deed conveying the following property:

All of The Villas Way and Richard Lee Drive as more fully and accurately shown and described on that certain plat of survey of The Villas at Camden Woods subdivision, prepared by Ernest R. Bennett, Jr., Georgia Registered Land Surveyor No. 2893, dated October 21, 2021, recorded in Plat Book 2021, page 128, Camden County, Georgia, records.

Together with all utility and drainage easement rights dedicated on the aforementioned subdivision plat of The Villas at Camden Woods subdivision.

which deed is 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 Laurel Island Holdings, LLC, to the City of Kingsland, Georgia, conveying the aforesaid streets and easements within the subdivision, dated _____, is hereby accepted by the City of Kingsland.

THIS _____ day of _____, 2024.

CITY OF KINGSLAND, GEORGIA

By: _____(SEAL)
Its Mayor

Attest: _____(SEAL)
Its Clerk

CLERK'S CERTIFICATE

I, Jo Seigler, 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 _____, 2024, 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 _____, 2024.

Jo Seigler



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4447)

DOC ID: 4447

Approval of Final Plat- Settler's Hammock-Phase 4

Shupe Surveying Company, acting agent for Lamar Smith Signature Development, LLC has submitted an application for a final plat for Settler's Hammock Phase 4 consisting of 28 single family lots on approximately 8.82 acres. The preliminary plat and PD was approved by the City Council in 2019. Zoning is PD/R-1.

Planning Commission recommends approval.



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
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Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: Final Plat

Summary: Shupe Surveying Company, acting agent for Lamar Smith Signature Development, LLC has submitted an application for a final plat for Settler's Hammock Phase 4 consisting of 28 single family lots on approx. 8.82 acres. The preliminary plat and PD was approved by the City Council in 2019.

Zoning: PD/R-1

Is Proposal Consistent with the Comprehensive Plan? Yes

Staff Recommendation: Staff Recommends Approval

Scott L. Kimball

Planning & Zoning Director

Attachment: May 2024-Final Plat-Settler's Hammock Phase 4 (4447 : Approval of Final Plat - Settler's Hammock-Phase 4)

APPLICATION FOR FINAL SUBDIVISION PLAT—KINGSLAND, GA

8.3.a



APPLICANT: Read **Part A** completely, then answer each item in **Part B**. Please print or type. Do not write in **Part C**. The Planning Department will help you, if necessary. Failure to supply complete information will result in plat disapproval. You must file this application and all required materials with the Planning Department at least 26 days before the Planning Commission meeting at which it will be considered.

Part A—General Information

You are encouraged to read articles XII through XIV of the Kingsland Zoning and Land Development Ordinance. These articles describe the standards each subdivision must meet and explain the procedures the City will follow to review your proposed plat. The sketch below shows these steps for a typical plat. See Section 122 for filing fees and Section 129 for exceptions.

Application, fee, and required materials filed with Planning Department

Planning Commission Reviews Preliminary Plat (recommends action)

City Council Reviews Preliminary Plat (approves/disapproves)

Planning Commission Reviews Final Plat (recommends action)

City Council Reviews Final Plat (approves/disapproves)

Mayor/Commission Chairman Sign Approved Final Plat

Superior Court Clerk Records Approved Final Plat

You should be aware of these important requirements:

- No work may begin on the proposed subdivision (with the exception of clearing underbrush for surveying or engineering purposes) until the preliminary plat has been approved and any required permits obtained.
- No lots shall be sold until the final plat has been approved.
- The final plat shall be approved only after all applicable requirements of the subdivision regulations and other regulations have been met.

Part B — Applicant Only

- Your Name:** SHADE SURVEYING CO **Phone:** 912-265-0362
Address: 3037 DARIEN HWY, BUNK, GA 31525
- Owner, if not same:**
Name: LAMAR SOUTH Signature Dev., LLC
Address: 125 THUNDERBOLT DR, ST 207, RICHMOND HILL, GA 31333
- What is your interest if you are not the owner?**
Surveyor
- Name of proposed subdivision:** Settler's Hammock, PHA
- Location of subdivision: Neighborhood:** Settler's Hammock
Street: Daniel Trent Way & Olsen Way
Parcel Number: 107 0236 **Lot Number:** _____
- Present zoning:** PD/R-1
- Number of proposed lots:** 28
- Area of proposed subdivision:** 8.822 Acres
- Please attach the following items to this application.** This application will NOT be considered complete and cannot be processed until you have done so.
 - Final Plat (Original and 9 copies)
 - Vicinity Map
 - Proof of ownership
- Signed:** [Signature] **Date:** 4-2-24

Part C - Planning Official Only

- Date application was filed:** 4/3/24
 - Was this at least 26 days before the Planning Commission meeting at which it will be reviewed?** (☒) Yes () No
 - Checked by:** Scott & James
 - Are Final Plat and application complete?** (☒) Yes () No
 - Correct fee paid?** (☒) Yes () No () Not applicable
 - Date final plat reviewed by Planning Commission:** 5/6/24
() Approved () Disapproved
- Conditions of approval or reasons for disapproval: _____

Attachment: May 2024-Final Plat-Settler's Hammock Phase 4 (4447 : Approval of Final Plat - Settler's Hammock-Phase 4)

Kingsland Sewer Map

Zoning 2024

ZONING	C-1	C-1 Overlay	C-1A Overlay	C-2	C-4	C-ED	C-PLMU	FT- Forest	IG	IL	LI Overlay	MU	PD	PD/C-2	PD/C-4	PD/MU	PDR-1	PDR-2	PDR-3	R-1	R-2	R-3	R-4	R-5	R-6	R-7
	[Solid Red]	[Red with Blue Dots]	[Red with White Dots]	[Solid Blue]	[Solid Yellow]	[Blue with White Dots]	[Blue with Yellow Dots]	[Green with White Dots]	[Red with Blue Dots]	[Blue with White Dots]	[Red with White Dots]	[Blue with White Dots]	[Solid Green]	[Solid Red]	[Solid Blue]	[Blue with White Dots]	[Yellow with White Dots]	[Orange with White Dots]	[Solid Orange]	[Solid Yellow]	[Solid Green]	[Solid Blue]	[Solid Red]	[Solid Yellow]	[Solid Green]	[Solid Blue]





City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Planning and Zoning
Category: Planning & Zoning
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4448)

DOC ID: 4448

Approval of Re-Zoning- Parcel 093 054N

Drew Gulley, with Evans Concrete, LLC, acting agent for James Coughlin, with Camden County Joint Development Authority has applied for a re-zoning of parcel 094 054N containing approximately 4.415 acres located at 111 Industrial Park Drive. The applicant is requesting the parcel be re-zoned to I-G (General Industrial) for the purpose of a Concrete Batch Plant. Current zoning is I-L (Light Industrial).

Planning Commission recommends approval.



The City of Kingsland, GA
 107 South Lee Street
 P.O. Box 250
 Kingsland, GA 31548
 Ph: 912-729-5613
 Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: Rezoning

Background:

The area surrounding the parcel is located in the Camden County industrial park and the surrounding parcels are a mixture of light and general industrial. The applicant's company is proposing to build a concrete batch plant on the property and due to the height of some the projects buildings, the project would not be allowed in the current zoning of I-L (Light Industrial).

Summary:

Drew Gulley, with Evans Concrete, LLC, acting agent for James Coughlin, with Camden County Joint Development Authority has applied for a rezoning of parcel 093 054N containing approx. 4.415 acres located at 111 Industrial Park Drive. The applicant is requesting the parcel be rezoned to I-G (General Industrial) for the purpose of a Concrete Batch Plant.

Current Zoning: I-L (Light Industrial)

Is Proposal Consistent with the Comprehensive Plan? Yes

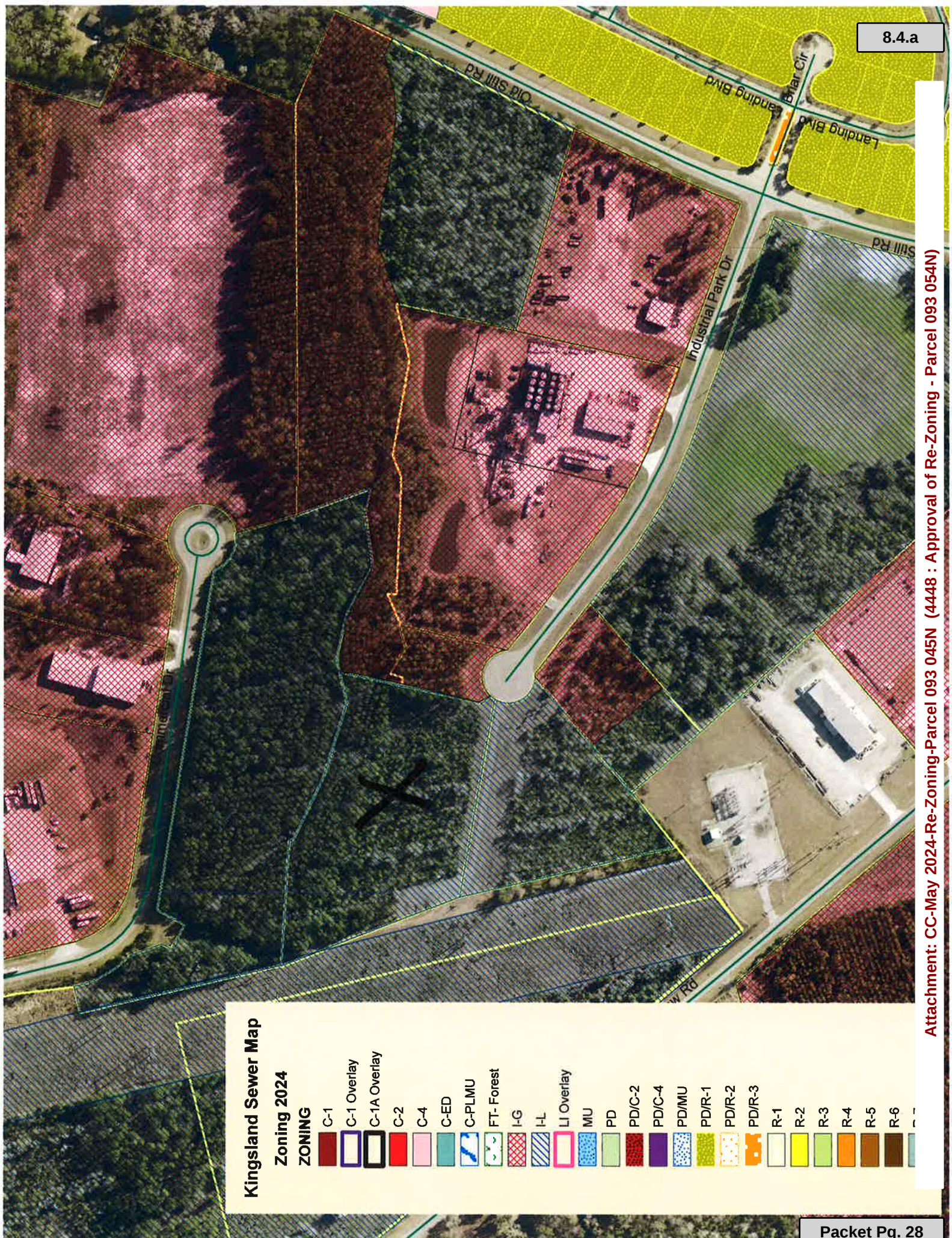
Staff Recommendation: Staff Recommends Approval

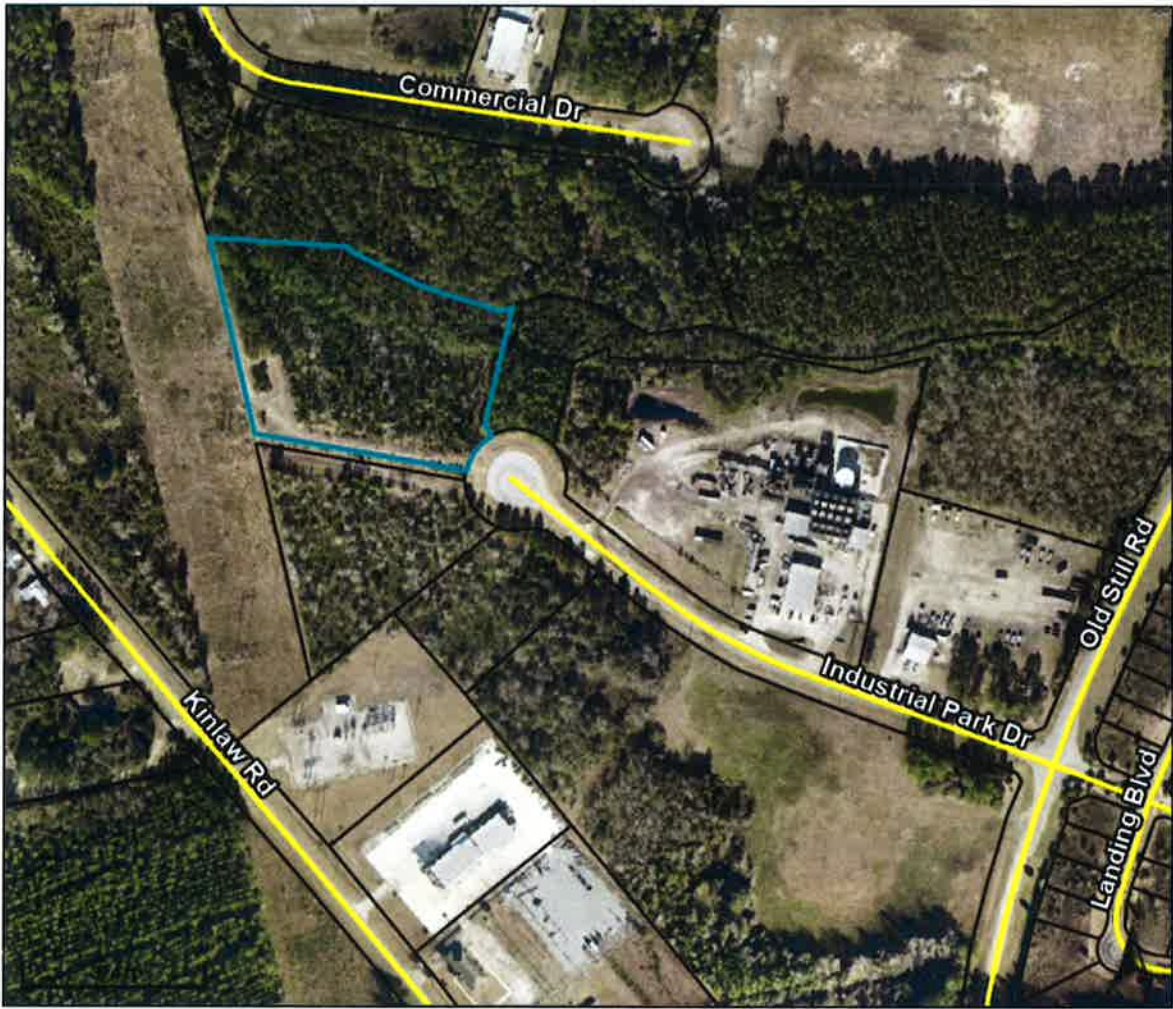
Scott L. Kimball
 Planning Director

Attachment: CC-May 2024-Re-Zoning-Parcel 093 045N (4448 : Approval of Re-Zoning - Parcel 093 054N)

Packet Pg. 26

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Overview



Legend

- Parcels
- Roads
- USA Major Highways
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels

Parcel ID	093 054N	Owner	CAMDEN CO JOINT DEVELOPMENT	Last 2 Sales			
Class Code	Exempt		AUTHORITY	Date	Net Price	Reason	Qual
Taxing District	KINGSLAND		531 NORTH LEE STREET	8/13/2015	\$28000	LM	Q
	KINGSLAND		KINGSLAND, GA 31548	11/23/2009	0	GV	U
Acres	4.41	Physical Address	n/a				
		Assessed Value	Value \$76125				

(Note: Not to be used on legal documents)

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Developed by Schneider GEOSPATIAL



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

Meeting: 05/13/24 06:00 PM
Department: Planning and Zoning
Category: Annexation
Prepared By: Natalie Moreland
Initiator: Natalie Moreland
Sponsors:

AGENDA ITEM (ID # 4449)

DOC ID: 4449

Approval of Annexation & Zoning Designation - Parcel 108 004A

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approximately 11.39 acres located at 327 Haddock Road in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multi-family project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area. Current zoning is R-3 (County). Staff recommends approval based on the fact that the County re-zoned the property to R-3 for the purpose of the Multifamily Project.

Planning Commission recommends approval.



The City of Kingsland, GA
107 South Lee Street
P.O. Box 250
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Ph: 912-729-5613
Fax: 912-729-7618

Planning and Community Development

Staff Report

Planning Commission Meeting Date: May 6, 2024

City Council Meeting Date: May 13, 2024

Agenda Item: Annexation Request and Zoning Designation

Background:

The surrounding properties are mostly single family residential with no multifamily residential within the Haddock Rd. area. The existing site plan for the project was submitted to the county in 2022 and the property was rezoned to R-3 (High Density Multifamily). The property owner is not the developer of the project.

Summary:

Scott E. Gay has applied for the Annexation of parcel 108 004A containing approx. 11.39 acres located at 327 Haddock Rd. in the unincorporated area of Camden County. The purpose of the Annexation is to have water and sewer access to the parcel for a proposed grant assisted low income 40-unit multifamily project. The applicant is also requesting a zoning designation of R-3 (Medium and High Density Residential) for the parcel if the annexation is approved, which is consistent with the existing county zoning. There is existing water and sewer access in the area.

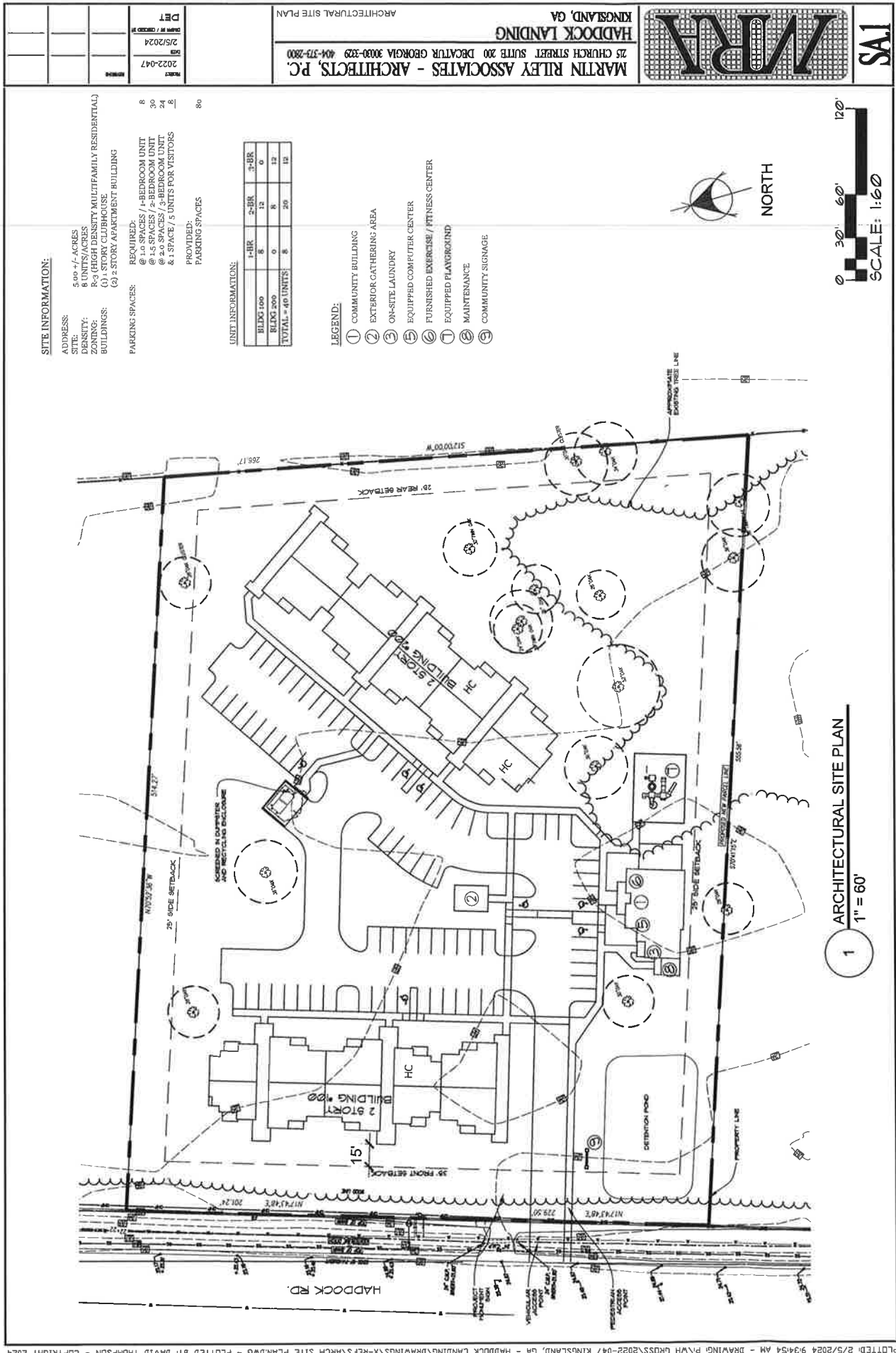
Current Zoning: R-3 (County)

Is Proposal Consistent with the Comprehensive Plan? N/A

Staff Recommendation: Staff Recommends approval based on the fact that the County rezoned the property to R-3 for the purpose of the Multifamily Project.

Scott L. Kimball
Planning Director

[illegible]





Camden County, GA



Overview

Legend

- Parcels
- USA Major Highways
- Limited Access
- Highway
- Major Road
- Local Road
- Minor Road
- Other Road
- Ramp
- Ferry
- Pedestrian Way
- City Labels

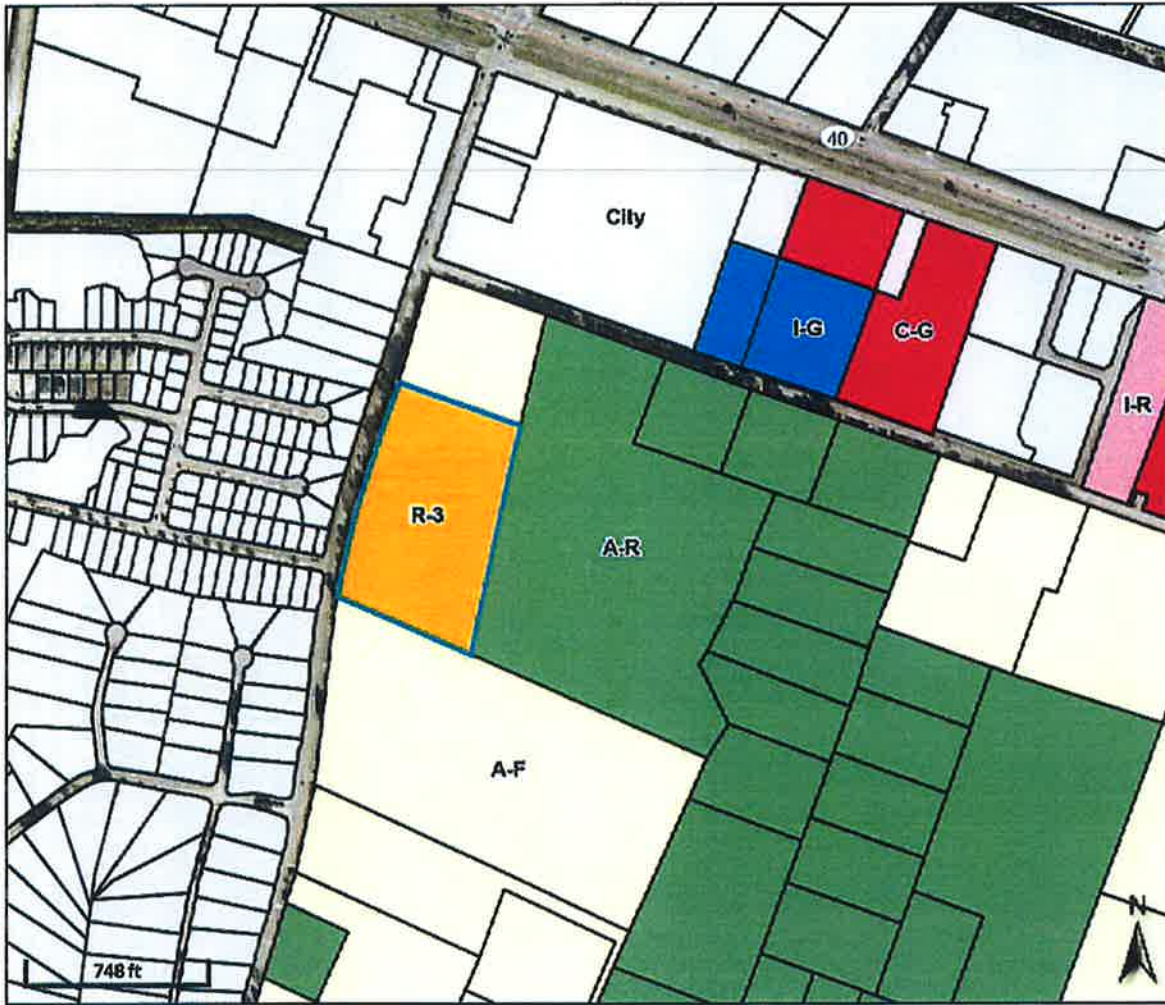
Parcel ID	108 004A	Owner	GAY SCOTT EDWARD	Last 2 Sales			
Class Code	Residential		228 FLEA HILL PLACE	Date	Net Price	Reason	Qual
Taxing District	42 UNINCORPORATED SERVICE DIST		KINGSLAND, GA 31548	9/1/1996	0	NM	U
	42 UNINCORPORATED SERVICE DIST	Physical Address	327 HADDOCK RD	n/a	0	n/a	n/a
Acres	11.39	Assessed Value	Value \$58263				

(Note: Not to be used on legal documents)

Date created: 4/8/2024
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Developed by Schneider
GEOSPATIAL



Camden County, GA



Overview

Legend

- Parcels
- USA Major Highways
 - Limited Access
 - Highway
 - Major Road
 - Local Road
 - Minor Road
 - Other Road
 - Ramp
 - Ferry
 - Pedestrian Way
- City Labels
- Zoning**
 - A-F
 - A-R
 - C-G
 - C-I
 - C-N
 - C-P
 - City
 - I-G
 - I-R
 - LCI
 - MHP
 - PD
 - R-1
 - R-2
 - R-3
 - RVD
 - Unknown

Parcel ID	108 004A	Owner	GAY SCOTT EDWARD	Last 2 Sales			
Class Code	Residential		228 FLEA HILL PLACE	Date	Net Price	Reason	Qual
Taxing District	42 UNINCORPORATED SERVICE DIST		KINGSLAND, GA 31548	9/1/1996	0	NM	U
	42 UNINCORPORATED SERVICE DIST	Physical Address	327 HADDOCK RD	n/a	0	n/a	n/a
Acres	11.39	Assessed Value	Value \$58263				

(Note: Not to be used on legal documents)

Zoning is for reference only. Please visit [Camden County Zoning Maps](#) for up to date zoning maps.

May Agordo.



**APPLICATION TO CITY OF KINGSLAND, GEORGIA
TO ANNEX LANDS/ DE-ANNEX**

The undersigned desire to annex/de-annex certain land into/out of the City of Kingsland, Georgia, which land is shown on Tax Map 42, Block _____, Parcel 108 004A has a street address of 327 Haddock Rd, Kingsland GA 31548, and is more fully and completely described in *Exhibit "A" attached hereto and hereby made a part hereof*. Such land is currently located in the unincorporated area of Camden County, Georgia, and is currently zoned R3 by the City of Kingsland/Camden County. I/We, the undersigned, desire to have this property annexed/de-annexed into/from the City of Kingsland, Georgia. I/We further desire to have a zoning classification of R3 at the time the subject property is annexed. If the requested zoning is different from the County's zoning, you must complete Number 4 on the following page.

Please give the square footage or acreage of the land to be annexed/de-annexed:

Square footage: _____ or Number of Acres: 11.39

This Application is being submitted by the undersigned pursuant to Official Code of Georgia Annotated 36-36-3, et. seq., and said owner(s) request the governing body of Kingsland to annex/de-annex said property to/from the existing corporate limit of Kingsland, Georgia.

In accordance with requirements of the Department of Justice Voting Section, please provide an estimate of the current population of the property being annexed/de-annexed and an estimate of the future population: Current population: 0 Future population: 84

The undersigned further state that the undersigned is/are *all* of the owner(s) of the subject property, and that all facts contained herein are true, to the best of the undersigned's belief.

Date 4/4/24

Scott E Gay SCOTT E GAY
Signature (Signed and Printed) of Owner
228 Flea Hill Place Kingsland GA 3154
Address of above Owner

Date _____

Signature (Signed and Printed) of Owner

Address of above Owner

CONTINUED ON BACK

Attachment: Scott Gay Annexation Application (4449 : Approval of Annexation & Zoning Designation - Parcel 108 004A)

Date 4/4/24 Page One
 Signature (Signed and Printed) of Owner Scott E Gay
 Address of above Owner 228 Flea Hill place Kingsland GA 315

Owner(s) signed the above in the presence of:

Witness Paula H Lower
 NOTARY PUBLIC, State of Georgia
 My commission expires: _____
 (NOTARY SEAL)



**ITEMS REQUIRED FOR SUBMISSION WITH THE ATTACHED
APPLICATION TO CITY OF KINGSLAND, GEORGIA, TO ANNEX/DE-ANNEX LANDS**

1. COMPLETED APPLICATION FORM, PROPERLY EXECUTED, WITNESSED AND NOTARIZED
2. THREE (3) COPIES OF PLAT (SURVEY) OF THE SUBJECT PROPERTY AND ONE (1) COPY FOR DE-ANNEXATION.
3. THREE (3) COPIES OF CORRECT LEGAL DESCRIPTION OF THE PROPERTY AND ONE (1) COPY FOR DE-ANNEXATION)
4. IF THE CITY'S ZONING CLASSIFICATION REQUESTED BY APPLICANT IS DIFFERENT THAN THE COUNTY'S ZONING CLASSIFICATION, PLEASE STATE BELOW WHY YOU ARE REQUESTING DIFFERENT ZONING FOR THE SUBJECT PROPERTY:

County is R-3, Requesting the
same Zoning R-3

ORDINANCE NO. 2024-06**AN ORDINANCE TO ANNEX AN 11.39 ACRE TRACT OF LAND, OWNER
SCOTT E. GAY BY THE CITY OF KINGSLAND**

WHEREAS, the City of Kingsland seeks to encourage planned growth and development that offers urban type services; and

WHEREAS, Scott E. Gay owns the tract of land located at 327 Haddock Rd., otherwise described as map and parcel 108 004A, consisting of a total of 11.39 acres to be annexed into the City of Kingsland, which is currently undeveloped.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND that the City of Kingsland annex the stated property of Scott E. gay and that it be zoned R-3 (Medium and High Density Residential).

Adopted and approved this 13th day of May, 2024.

Dr. C. Grayson Day, Jr., Mayor

ATTEST:

Jean Seigler Horne, City Clerk



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4455)

Meeting: 05/13/24 06:00 PM
Department: City Manager
Category: Deed
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4455

9.1

Approval Of: Resolution and Quitclaim Deed for a Portion of West Street to McDanell-Rorrer

Resolution and Quitclaim deed for a previously abandoned portion of West Street adjacent to parcel K20 07 003.

Staff recommends approval.

**A RESOLUTION CLOSING, ABOLISHING, AND ABANDONING A CERTAIN
PORTION OR SECTION OF STREET IN THE CITY OF KINGSLAND;
AUTHORIZING THE ISSUANCE OF A QUIT-CLAIM DEED TO SUCH STREET; AND
FOR OTHER PURPOSES.**

WHEREAS, a plat of a portion of the W.H. King Estate was made by R.W. Sheffield, on September 9, 1935, a copy of which plat was recorded in Plat Book 1, Page 47, Camden County, Georgia, records; and

WHEREAS, the said plat indicated the existence of a street named West Street; and

WHEREAS, that portion of West Street described below has never been opened, maintained or used as a street, and said section or portion of the street is no longer of use to the City of Kingsland as a public street and the City has no desire to retain the said section or portion as a public street; and

WHEREAS, Dakota McDanell-Rorrer owns the real property adjacent to the westerly portion of said unopened street;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND as follows:

1.

The following section or portion of street, as shown on that certain plat of survey by R.W. Sheffield, on September 9, 1935, a copy of which plat was recorded in Plat Book 1, Page 47, Camden County, Georgia, records, is hereby closed, abolished, and abandoned by the City of Kingsland:

All that lot, tract or parcel of land lying and being in the City of Kingsland, 1606th G.M.D, Camden County, Georgia more particularly described as follows:

BEGIN at the intersection of the westerly right-of-way of West Street (a 66' right-of-way) with the northerly right-of-way of Eleanor Street (a 50' right-of-way), run thence North 11° 46' 40" West 149.62 feet to a point; thence, run North 78° 14' 45" East 33 feet to a point; thence, run South 11° 46' 40" East 149.62 feet to a point on the northerly right-of-way line of Eleanor Street; thence, run South 78° 15' 00" West along the northerly right-of-way line of Eleanor Street 33 feet to the point of beginning.

The land thus described contains 0.113 acres more or less.

2.

The Mayor and Council of the City of Kingsland hereby find that the aforesaid portion or section of street is no longer of use to the City as a public street, that the City of Kingsland does not desire to retain any of said section or portion of the street as a public street, and that the closing of said portion or section of the street is in the best interest of the health and general welfare of the City of Kingsland.

3.

The Mayor and Clerk of the City of Kingsland are hereby authorized, empowered, and directed to issue a quit-claim deed conveying said portion of West Street to Dakota McDanell-Rorrer, owner of the property to the west of said portion of West Street, to evidence the closing as set forth above.

CLERK'S CERTIFICATE

I, Jean Seigler-Horne, 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 _____, 2024, 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 _____, 2024.

Jean Seigler-Horne

Please return to:
Kinney & Hendrix, LLC
Attorneys at Law
P. O. Box 7050
St. Marys, Georgia 31558
File 24-49291

STATE OF GEORGIA

COUNTY OF CAMDEN

QUIT-CLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2024, between **The City of Kingsland**, a municipal corporation of the State of Georgia, of the first part, and **Dakota McDanell-Rorrer**, of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid, the receipt of which is acknowledged, has bargained, sold, and by these presents does remise, convey and forever QUIT-CLAIM to the said party of the second part, his successors and assigns, the following described property:

See Exhibit “A” attached hereto.

TO HAVE AND TO HOLD the said bargained premises to the said party of the second part, so that neither the said party of the first part nor its successors and assigns, nor any other person or persons claiming under it

49291

shall at any time by any means or ways, have, claim or demand any right or title to the aforesaid described premises or appurtenances, or any rights thereof.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal, the day and year first above written.

The City of Kingsland

By: _____ (SEAL)
Dr. C. Grayson, Jr., Its Mayor

By: _____ (SEAL)
Jean Seigler-Horne, Its City Clerk

Signed, sealed, and delivered
in the presence of:

Witness

Notary Public

Exhibit "A"

All that lot, tract or parcel of land lying and being in the City of Kingsland, 1606th G.M.D, Camden County, Georgia more particularly described as follows:

BEGIN at the intersection of the westerly right-of-way of West Street (a 66' right-of-way) with the northerly right-of-way of Eleanor Street (a 50' right-of-way), run thence North 11° 46' 40" West 149.62 feet to a point; thence, run North 78° 14' 45" East 33 feet to a point; thence, run South 11° 46' 40" East 149.62 feet to a point on the northerly right-of-way line of Eleanor Street; thence, run South 78° 15' 00" West along the northerly right-of-way line of Eleanor Street 33 feet to the point of beginning.

The land thus described contains 0.113 acres more or less.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4444)

Meeting: 05/13/24 06:00 PM
Department: Finance
Category: Agreement
Prepared By: Filiz Morrow
Initiator: Filiz Morrow
Sponsors:
DOC ID: 4444 A

9.2

Approval Of: Intergovernmental Agreement for Accounting Management Services with PSA

An intergovernmental agreement for the city to provide specified accounting service to the Camden County Public Service Authority.

Staff recommends approval.

STATE OF GEORGIA
COUNTY OF CAMDEN

**INTERGOVERNMENTAL AGREEMENT FOR
Accounting Management Services**

This Intergovernmental Services Agreement for Accounting Management Services is entered into this ____ day of _____, 2024, by and between the CITY OF KINGSLAND, hereinafter called "Kingsland" and the CAMDEN COUNTY PUBLIC SERVICE AUTHORITY, hereinafter called "PSA".

WITNESSETH:

WHEREAS, Kingsland operates and maintains a Finance Department for the purpose of providing a full range of accounting and procurement services; and

WHEREAS, Kingsland's Finance Department maintains overall financial stability through sound financial planning and practices along with closely monitoring internal controls; and

WHEREAS, the PSA desires to contract with Kingsland to provide certain accounting management services, to include an accounting manager performing duties as agreed to within this agreement; and

WHEREAS, Kingsland and the PSA, as a government and governmental authority, are authorized by §O.C.G.A. 36-34-2(5) to enter into intergovernmental services agreements; and

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

1. Kingsland will provide to the PSA, and the PSA will receive from Kingsland, accounting management services, to include, but not necessarily be limited to, the following:

*Kingsland will provide qualified staff to perform the accounting management services.
PSA will provide an office, workstation, and all necessary supplies to perform the duties.*

2. Kingsland staff member will perform the following duties as necessary:
- a. Carry out lead worker responsibilities including: supervising, assisting staff in resolving problems; making recommendations, and reporting problems to the director and supervisors.
 - b. Coordinate functions related to fiscal operations, including: preparing audit spreadsheets; reconciling and auditing various transactions; preparing and reconciling payments; and billing and collecting on delinquent accounts.
 - c. Prepare the annual budget, including: preparing worksheets for dissemination to departments; forecasting revenues; comparing and verifying department budget to actual entries; working with departments to correct/amend budget submission; providing and presenting financial information, data and history to aid in discussions; managing the preparation of special budgets and revisions; assembling the budget document; and participating in budget hearings.
 - d. Prepare and post various journal entries; investigate departmental questions concerning transactions and make corrections; verify accounting systems and general ledger are in balance; and perform monthly closing functions to produce and present timely financial statements.
 - e. Audit payables, process purchase orders and/or invoices, etc., check for accuracy of documents and data entry and adhere to policies and procedures.
 - f. Assist in payroll function and prepare transfer payments to third party administrators; reconcile payroll transfers to the general ledger.
 - g. Maintain fixed asset schedules and appropriate supporting documentation for general and SPLOST expenditures.
 - h. Provide grant administration by educating departments and assisting with grant applications; work with grant project managers to ensure compliance with grant terms and proper general ledger recording; submit requests for grant reimbursements; and maintain a comprehensive file on each grant including formal agreements, record of all expenditures, record of billings, and record of grant revenues received.
 - i. Prepare complex, routine and non-routine reports and analysis utilizing a variety of software; receive, sort, and summarize material for the preparation of reports; prepare and distribute work reports; relay and interpret administrative decisions, policies and instructions.
 - j. Answer questions pertaining to the accounting system, requirements and/or laws; interpret laws that govern the fiscal aspects of the work.
 - k. Audit and analyze organization internal control procedures and define responsibilities for related staff.
 - l. Ensure quality standards and compliance with regulations are maintained.
 - m. Disseminate a variety of information and/or reports to various agencies, divisions, or departments via telephone, mail, email or fax.

3. The PSA agrees to pay to Kingsland, as compensation for providing the accounting management services described in item 2 above, and Kingsland agrees to accept the payment as total compensation for providing to the PSA the accounting management services, except as to the Indemnification and Hold Harmless provisions herein.
4. Billing for services described above shall be on an hour by hour basis in accordance with the hourly rates as shown on Exhibit A, which is attached and incorporated by reference in this agreement.
5. Kingsland will provide PSA with a monthly statement for services rendered. The PSA will submit payment to Kingsland in a timely manner, but in any case, not greater than 35 days after receipt of Kingsland invoices. It is understood that compensation, as called for in Exhibit A, may change on an annual basis, to be agreed upon by both parties;
6. It is further understood that there will be times when the Kingsland staff member will be unavailable to perform duties due to vacation and sick days, or an unforeseen circumstance. If such an event occurs, Kingsland will make every effort to have a qualified substitute available.
7. This agreement may be terminated by either party upon the following terms and conditions:
 - a. Notice must be provided in writing, and
 - b. Notice must include a termination date of no less than ninety (90) days from the date of notification.
8. Indemnification and Hold Harmless: The parties understand and agree that risks of liability are associated with the provision of services as contemplated herein: and that PSA would assume the risks associated with their own accounting records; and such risk is to remain with PSA, as stated herein. PSA, in consideration of minimal reimbursements referred to herein, and in consideration of the favorable conditions granted by Kingsland to PSA, PSA agrees to Indemnify and to Hold Harmless Kingsland against any and all claims, judgements, costs, expenses, attorney fees, and costs of litigation incurred by Kingsland as a result of Kingsland's performance of services for PSA and as referred to herein.

9. Time is of the essence in the performance of the obligations imposed in this agreement.
10. This instrument contains the entire agreement between the parties and no modifications, release, discharge or waiver of any provisions hereof shall be of any force, effect, or value unless in writing and duly approved and executed by the parties hereto.

APPROVED by the Mayor and Council of the City of Kingsland on the ____ day of _____, 2024.

FOR THE CITY OF KINGSLAND:

ATTEST: _____ BY: _____
 Jean Seigler-Horne, City Clerk Dr. C. Grayson Day, Jr., Mayor

APPROVED by the Director and Board Chairman of Camden County Public Service Authority on the ____ day of _____, 2024.

FOR THE CAMDEN COUNTY PUBLIC SERVICE AUTHORITY:

ATTEST: _____ BY: _____
 Ronnie Wilcox, Director Alex Blount, Board Chairman

EXHIBIT A

Kingsland Hourly Reimbursement Rate (Effective April 2024)

Position

Accounting Manager

Hourly Rate

\$21.00



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4454)

Meeting: 05/13/24 06:00 PM
Department: City Manager
Category: Deed
Prepared By: Lee Spell
Initiator: Lee Spell
Sponsors:
DOC ID: 4454

9.3

Approval Of: Consent of Conveyance Deed

Approval of the conveyance deed for parcel 107 005J from the Camden County Public Service Authority to the Camden County School District.
Staff recommends approval.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4453)

Meeting: 05/13/24 06:00 PM
Department: City Clerk
Category: Contract
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4453

9.4

Approval of: 2024-2025 Camden County School Resource Officer Contract

Approval of the Annual School Resource Officer Contract. The contract amount has been updated to reflect current reimbursable rates.

Staff recommends approval.



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687

Dr. Tracolya Green, Superintendent

Contracted Services Agreement

Name of Individual or Business: City of Kingsland

Address: P.O. Box 250 Kingsland, GA 31548

Social Security / Tax Identification Number: 58-6000601

Date(s) of Service: (list individual dates): July 1, 2024 - June 30, 2025

Type of Service Provided: Three (3) School Resource Officers (2 for CCHS & 1 for CMS)

Contracted Service Fee Structure:

Flat Rate: _____ Total Flat Rate: \$ _____

OR

Hourly Rate: _____ contracted Hours: _____ Hourly Rate: \$ _____ Total: \$ _____

OR

Other Fee Structure (explain): _____

Total: \$ 180,222.00

CONTRACTOR'S SIGNATURE _____

(DATE) _____

ADMINISTRATOR'S SIGNATURE _____

(DATE) _____

SUPERINTENDENT'S SIGNATURE _____

(DATE) 5.2.24

Accounting Code: 100-2600-9990-2600-00-(20,31)-21-0000-559500-00000

(FUND NAME) _____

TRS Approval: ☒ N/A ☐ Not Granted ☐ Granted: _____

(DATE) _____

EXECUTIVE DIRECTOR OF HUMAN RESOURCES _____

(DATE) _____

Retired: ☐ Yes ☐ No

Certified / GACE: ☐ Yes ☐ No

Background Check: ☐ Yes ☐ No

Board Members:

Jonathon Blount, Chairman • Jimmy Coffel, Vice-Chairman

Jason Chance • Mark Giddens • Allison Murray

Memorandum of Understanding Employment and Utilization of School Resource Officers

The Camden County School System, the City of Kingsland, and the Kingsland Police Department will partner with one another to help provide a safe and secure learning environment at Camden County High School and Camden Middle School. The employment of School Resource Officers will be an integral part meeting this objective. Officers will not only assist in maintaining this safe environment, they will also provide opportunities for counseling and mentoring students as well as delivering prevention and education programs.

Specific Goals and Objectives

The following goals and objectives will be the focus of the School Resource Officer's Duties.

1. Increase awareness and effectiveness of community-based policing programs.
2. Increase the effectiveness of the "Drug Free School Zone" policy through intervention and education programs at the school level.
3. Monitor and mentor, or counsel students consistent with the law and orders of the court, who are on probation for violations of both school rules and community laws.
4. Assist in improving the communication between the Juvenile Court system and the school officials.
5. Assist in developing programs that are aimed at preventing, reducing or responding to gang related activities.
6. Assist in activities that will decrease the truancy rates.
7. Assist in developing and implementing school safety programs.
8. Assist with disruptive students and violations of the law under the direction of the school principal.
9. Educate school officials and students in crime prevention and safety issues.
10. Assist in conflict resolution with students.
11. Assist in developing and maintaining school policies that address school safety, crime, emergencies and recommended procedural changes.
12. Assist in the identification of physical changes in the environment that may reduce crime in or around the school campus.

Program Issues

A. Supervision Responsibility of the SRO

The SRO will be assigned as full-time officers to Camden County High School and Camden Middle School. They will accept the responsibilities of a full-time faculty member and will be under the supervision of the building principal or his/her designee. The SRO work schedule and overtime hours will be the direct responsibility of the principal. Evaluation will be performed by the principal.

B. Decision Making Authority

The SRO will follow the policies and guidelines set forth by the Camden County School system while assigned to a school campus. The SRO does not, however, relinquish the responsibility to enforce the laws of the city or state when he/she witnesses a criminal violation. Statement, searches, interrogations or formal counseling of students must meet the requirements established by the building principal and the law.

C. Roles and Responsibilities

The City of Kingsland and the Kingsland Police Department will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Receipt and distribution of funds to the SRO including salary, overtime, benefits, insurance, workman's compensation, unemployment benefits, and social security.
- B. Completion of program reports as requested by the Camden County School System and other agencies.
- C. Completion of annual financial reports or audit requirements as required by the Camden County School System.
- D. Oversee the, coordination, research and implementation of grant opportunities in cooperation with the Camden County School System.
- E. The Camden County School System will indemnify and hold harmless the City of Kingsland, the Kingsland Police Department, and the School Resource Officers for the actions and inactions of the School Resource Officers

The Camden County School System will accept the following responsibilities for the implementation of the School Resource Officer Program:

- A. Disbursement of City of Kingsland funds equal to an amount stipulated in a contract for purchased services agreed to by the Camden County School System and the City of Kingsland to provide SRO services between July 1, 2024 and June 30, 2025.
- B. Assignment of the SRO to offices at Camden County High School and Camden Middle School, with the appropriate administrative supplies necessary to fulfill the goals and objectives of the program.
- C. Assist in the researching and completion of any future grant opportunities.
- D. Coordinate after school activities with the SRO to provide for direct supervision by either the SRO or other law enforcement authorities.

Mayor, City of Kingsland, Georgia

Date

City Manager, City of Kingsland, Georgia

Date



Superintendent, Camden County Schools



Date

State of Georgia,
Camden County

SCHOOL RESOURCE OFFICER AGREEMENT

This School Resource Officer Agreement (the "Agreement") is made, this _____ day of _____, 2024, by and between the **CAMDEN COUNTY BOARD OF EDUCATION**, by and through its Elected Board (hereinafter referred to as the "Board of Education"), the **CITY OF KINGSLAND, GEORGIA** ("hereinafter referred to as the "City"), through its Mayor and City Council, is as follows:

WITNESSETH:

WHEREAS, the Board of Education owns, operates, and manages schools within jurisdictional boundaries of the City of Kingsland for the purpose of providing free and public education to the citizens of Kingsland; and,

WHEREAS, pursuant to constitutional and statutory authority, the City is responsible for providing law enforcement and protection to the citizens of the Kingsland; and,

WHEREAS, the City has the fiscal responsibility for the funding of the Kingsland Police Department, including funding of officers and other staff that the City deems necessary; and,

WHEREAS, the provisions of O.C.G.A. § 20-2-1183 allow for the Board of Education to enter into an agreement with law enforcement for the safety and protection of the School's students, staff, and invitees upon its campuses; and,

WHEREAS, such agreement is accomplished through the School Resources Officer (SRO) Program; and,

WHEREAS, the City agrees to participate in the SRO Program and provide the Board of Education with certified peace officers; and,

WHEREAS, the Board of Education and the City desire to set forth in this SRO Agreement the specific terms and conditions of the services to be performed and provided by the SROs in the Schools;

WHEREAS, the parties are authorized to enter into this Agreement pursuant to and in accordance with the provisions of Article IX, Section III, Paragraph I of the Constitution of the State of Georgia;

NOW, THEREFORE, in consideration of the mutual benefits which will accrue to the parties as a result of this Agreement, the parties agree as follows:

1. School Resource Officer Program Services.

The City shall provide the Board of Education with a total of three (3) SROs for law enforcement and security services. Two (2) SROs for the Camden County High School and one (1) SRO for Camden Middle School. The SROs shall be certified peace officers with the appropriate training and certification, pursuant to the Georgia Peace Officer Standards and Training Act. Such SROs shall hold and maintain valid and unrestricted P.O.S.T. certification.

2. Term of Agreement.

- A. The term of this Agreement is one (1) calendar year, effective as of July 1, 2024, until June 30, 2025. This Agreement shall terminate automatically at the end of each Board of Education fiscal year on June 30th year and, unless otherwise terminated as provided herein, automatically renew at the beginning of the following Board of Education fiscal year on July 1st.
- B. Following the initial term, this Agreement shall be automatically renewed for successive years upon the same terms and conditions as set forth herein subject to amendments to Exhibit "B" unless either the Board of Education or City provides written notice of its intent of nonrenewal of this Agreement at least sixty (60) days prior to the expiration of the term (or renewal term).

3. Duties and Responsibilities of School Resource Officer.

During the term of this Agreement, or any renewal, the duties and responsibilities of the SROs are as detailed on Exhibit "A."

4. Compensation for the SRO Program.

During the term of this Agreement, or any renewal thereof, the Board of Education shall compensate the City as set forth in Exhibit "B", which is attached hereto and incorporated herein by this reference, for the SRO services provided. The City and SROs understand that the Board of Education's sole fiscal responsibility shall be the compensation provided herein on Exhibit "B".

5. School Resource Officer Duty Hours.

- A. Duty hours shall be determined by the Board of Education with the consent of the City, which shall not be unreasonably withheld; however, whenever possible, it is the intent of the parties that the SRO's duty hours shall conform to the school day. The SRO will be entitled to observe the current school calendar, including holidays and breaks, in the same manner as an employee of the Board of Education; however, it is understood

between the parties that the Board of Education, in its discretion, shall have the authority to require SRO services during these holidays and breaks as needed.

- B. It is understood and agreed that time spent by SROs attending school disciplinary tribunals, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.
- C. In the event an SRO is absent from work, the SRO shall notify his or her supervisor in the Police Department and the principal of the school to which the SRO is assigned. The Police Department will assign another SRO-qualified officer, if available, to substitute for the SRO who is absent beginning with the fourth consecutive day of absence.

6. Transporting Students.

- A. SROs shall not transport students in vehicles of the Police Department except:
 - (1) When the students are victims of a crime, under arrest, or some other emergency circumstances exist; and,
 - (2) When students are suspended and/or sent home from school pursuant to school disciplinary actions; if the student's parent or guardian has refused or is unable to pick up the child within a reasonable period and the student is disruptive/disorderly and his/her continued presence on campus is a threat to the safety and welfare of other students and school personnel; and,
 - (3) When the student's parents/guardians have been properly served a subpoena for the student to be a witness on behalf of the Board of Education at a disciplinary tribunal and the parent or guardian gives consent for the student to be transported to the disciplinary tribunal by the Board of Education.
- B. Students shall not be transported to any location unless it is determined that the student's parent, guardian, or custodian is at the destination to which the student is being transported.
- C. SROs shall notify appropriate school personnel upon removing a student from campus.
- D. SROs shall not transport students in their personal vehicles.
- E. All transport of a student in a vehicle of the Police Department shall be subject to the final determination of the SRO.

7. Employment of School Resource Officers.

- A. At all times herein, it is understood that the City and School Resource Officers are acting as independent contractors with the Board of Education. The SROs are and shall continue to be employees of the City of Kingsland Police Department, subject to the administration, supervision, and control of the Chief of Police. The Chief of Police, in his sole discretion, shall have the power and authority to hire, discharge, and discipline SROs. At no time shall any SRO be deemed an employee or agent of the Board of Education and shall have no control or responsibility for any SRO providing services under this Agreement.
- B. The SRO shall have no authority to, and shall not administer any type of discipline to students, enforce the general discipline of students, or give, advocate, or make any disciplinary recommendations or decisions. These actions remain wholly and exclusively within the duties and responsibilities of the Board of Education and its employees.
- C. Pursuant to the provisions herein, the Board of Education shall have the right to direct that an SRO exit from and/or refuse entry to premises or the property of the Board of Education. In this event, the Chief of Police shall immediately be notified.

8. School Resource Office Placement.

- A. At least thirty (30) days prior to the beginning of the school year, the Chief of Police shall send to the School Superintendent the names of officers that he proposes to assign as SROs. The Board of Education shall have the ability to object to any name provided within ten (10) days of the notification by the Chief of Police. In the event of objection, the Chief of Police and Board of Education representative shall meet on the matter to attempt to resolve the same. Both parties shall attempt to resolve the matter in good faith. If the parties do not reach an agreement, this Agreement shall terminate.
- B. At no time during this Agreement, or any renewal, shall the Chief of Police remove and/or replace an assigned SRO without, first, speaking with the Board of Education and seeking permission for the same, unless for disciplinary action. In his discretion, the Chief of Police may terminate the employment of or discipline an SRO without first speaking with the Board of Education. In this event of removal or termination, the Chief of Police shall replace such SRO as soon as possible.
- C. If the Board of Education is dissatisfied with an SRO who has been assigned to provide services under this Agreement, the Board of Education shall meet with the Chief of Police, immediately, to attempt to resolve the matter. If the Board of Education is still dissatisfied, it shall request, in writing, a replacement SRO. The Chief of Police shall diligently work to replace said SRO within an appropriate time frame from the date of the written request.
- D. In the event of an emergency, if the Chief of Police orders one or more SROs to leave their school during normal duty hours as described above and to perform other services

for the Chief of Police, then the time spent shall not be considered hours worked under this Agreement. In such case, the Chief of Police shall attempt to provide relief coverage within a reasonable time frame. If relief is not provided during the time that the SRO is diverted, then the School District will not be responsible for compensating for such diverted hours as provided on Exhibit B.

9. Chain of Command.

- A. In the performance of their duties, SROs shall coordinate and communicate with the principal and administration of the school to which they are assigned. Notwithstanding subsection (B) of this paragraph, SROs will first report any incidences, occurrences, disturbances, or potential threats, which occur or are threatened on school campus, to the principal and/or appropriate administration.
- B. SROs will be subject to the chain of command of the Chief of Police.

10. Responsibilities and Duties of Chief of Police.

During the term of this Agreement, and renewal thereof, the Chief of Police shall:

- A. Ensure that each SRO shall have and maintain proper and unrestricted certification to perform the duties required herein.
- B. Ensure that each SRO has completed the training stated in the provisions of O.C.G.A. § 35-8-27, as amended, prior to placement.
- C. Provide each SRO with the proper uniform, equipment, personal protective equipment and transportation necessary to perform the duties under this Agreement.
- D. Ensure that each SRO receives his or her wages and benefits from compensation provided herein in Paragraph 4. The City understands that it has the sole and exclusive responsibility to pay all wages to the SROs and all applicable federal and state income taxes and make any such required deductions, such as FICA, as necessary.
- E. Solely be responsible for providing workers' compensation insurance coverage for the SROs during the term of this Agreement.
- F. Cooperate with the Board of Education in the providing of SROs, relief SROs, replacement SROs and other matters related to this Agreement.

11. Access to Reports.

Any arrest, incident and/or investigation report or other documents or materials prepared or filed by the SROs or with the Chief of Police's Office, which may directly or indirectly relate to the activities of the Board of Education in its operation of the schools, facilities,

and programs, shall be available to the appropriate Board of Education officers and agents, except in such event that disclosure of the report, document or material is specifically prevented by law.

12. Termination of Agreement.

This Agreement may be terminated as follows:

- A. Upon sixty (60) days written notice by any party.
- B. Upon five (5) business days' written notice for cause if an aggrieved party has provided notice of a material breach of the obligations set forth in this Agreement and the breaching party has failed to remedy or cure said breach no more than ten days after its receipt of the notice of breach.
- C. Immediately by the Board of Education in the event that any SRO's certification is revoked, suspended, or engages in "unprofessional conduct" as defined by the Georgia Peace Officers Standards and Training Council.
- D. Should either party encounter budgetary constraints that make the continuation of this agreement impractical, then either party may cancel this agreement upon sixty (60) days' written notice to the other.

13. Indemnification.

- A. The Board of Education will not at any time be responsible for the acts, actions or performance of the SRO, or the failure to act, inaction or failure to perform of the SRO. The City will indemnify and hold harmless the Board of Education, its officers, agents and employees for and against any and all claims for damages, demands and/or causes of action, including injury and death, caused by or which may result from the exercise by the SROs and City carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the Board of Education shall directly cause or contribute to any injury or damage for which a claim is made. However, at no time, shall the Board of Education have any responsibility or liability for the SROs carrying out any law enforcement duties and/or responsibilities.
- B. The Board of Education will indemnify, save and hold the City, Chief of Police and the SRO(s) harmless from any and all claims for damages, demands or causes of action, which may result from the negligence or intentional conduct of the Board of Education, its officers, agents or employees carrying out their duties and obligations pursuant to this Agreement, and any renewal, to the extent the negligence or inappropriate actions or activities of an officer, agents or employee of the City and Chief of Police, including the SROs, shall directly cause or contribute to any injury or damage for which a claim is made.

14. Notices.

Any notice or communication required or permitted under this Agreement shall be delivered in person by a courier or by certified mail, return receipt requested, to the following or to such other address as one party may, from time to time, furnish to the other party in writing:

To the School District:

Board of Education
Attn: Superintendents Office
311 S. East Street
Kingsland, Georgia 31548

To the Chief of Police:

Chief of Police
Kingsland Police Department
111 S. Seaboard Street
Kingsland, Georgia 31548

To the City:

Kingsland, Georgia
Attn: City Manager
PO Box 250
107 S. Lee Street
Kingsland, Georgia 31548

15. Miscellaneous.

- A. The parties agree that this Agreement represents the entire agreement between the parties and that this Agreement may only be modified in writing and said modification shall be signed by all the parties.
- B. Should any provision of this Agreement be found to be void, invalid or unenforceable by a court of law, which finding shall only affect the provisions found to be void, invalid or unenforceable and shall not affect the remaining provisions of this Agreement.
- C. This Agreement is governed by the laws of the State of Georgia and any actions resulting from this Agreement shall be filed in a court of competent jurisdiction in Camden County, Georgia.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized and respective boards, have caused their names and seals to be affixed hereto, on the day and year first above written.

CAMDEN COUNTY BOARD OF EDUCATION
by and through its Board

Signed, sealed, and delivered
in the presence of:

Tracolya Green, Superintendent

Notary Public, Kingsland, Georgia
My commission expire: _____

Attest: _____

[Notary Seal]

[BOARD SEAL]

City of Kingsland, by and
through its Mayor and City Council

Signed, sealed, and delivered
in the presence of:

Lee Spell, City Manager

Notary Public, Kingsland, Georgia
My commission expire: _____

Attest: _____

[Notary Seal]

[CITY SEAL]

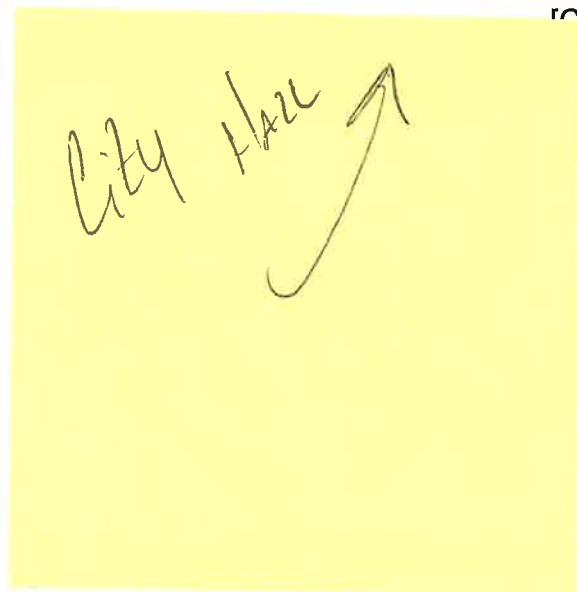


EXHIBIT A

SRO Duties and Responsibilities

- A. Be a visible, active law enforcement figure on campus dealing with law enforcement, security matters and school code violations originating on the assigned campus for the purposes of discouraging criminal activity.
- B. Monitor the school(s), programs, and events to ensure the safety of students and staff and respond to matters when asked by administrative staff that are within the purview of the services to be provided in this Agreement, including major disruptions and criminal offenses, which occur at Board of Education schools, programs, and events.
- C. Be a resource for students, teachers and parents which will enable them to be associated with a law enforcement figure and role model in the students' environment by projecting a professional and approachable image to the same.
- D. Investigate perceived and potential Board of Education rule violations, disruptions, and criminal matters, occurring upon Board of Education premises and at related events, at the direction of administrative staff and provide support to the same during such investigations.
- E. While on duty for the Board of Education, report to the school administrative staff about investigations and assistance with investigations and share information with the administrator about persons and conditions that pertain to campus safety concerns.
- F. Arrest and/or transport students, as deemed necessary by the SRO, when conduct occurs upon Board of Education premises and related events that warrant such actions.
- G. Act upon the report of criminal activity or complaints by the Board of Education and exercise such duties and responsibilities as obligated of a law enforcement officer regarding the same.
- H. While on duty for the Board of Education, report all crimes originating on campus and at off campus events and programs to the principal/administration. Information on cases that are worked off-campus by the Kingsland Police Department or other agencies involving students on a campus or events/programs of a school served by an SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).
- I. Understand that disciplining students is a Board of Education responsibility and, when necessary, take students who violate the code of conduct to the principal's office for discipline to be meted out by school officials.

- J. Be involved in school discipline when it pertains to preventing a disruption that would, if ignored, place students, faculty, and staff at risk of harm, by resolving the problem to preserve the school climate.
- K. Provide traffic control at school(s), programs, and events, when deemed necessary, for the safety of students, staff, and the general public.
- L. Assist in the development of plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest, as requested by school administration.
- M. Coordinate all of his/her activities with the principal and designated staff members and will seek permission, guidance, and advice prior to enacting any programs within the school.
- N. Provide, overall, law enforcement and security duties at Camden County schools, programs, and related events.
- Q. Wear approved department uniform, formal business attire or business casual with appropriate Police logos and name badges depending on the time of school year, the type of school activity or program, and the requests of the Board of Education and/or Chief of Police. The Board of Education and Chief of Police shall jointly set expectations and resolve any disputes in this area.
- R. Wear their department authorized duty weapons in accordance with the Kingsland Police Department policy.
- S. Function as a liaison between the Board of Education and the Kingsland Police Department and foster a strong, positive relationship between the same.
- T. Be assigned to perform other security and patrol duties as requested by the Board of Education and agreed to by the Chief of Police.
- U. Shall not act in any manner or engage in any behavior that the Board of Education believes is unbecoming, unwarranted or unethical with students, staff, and invitees.

Exhibit B

SRO Compensation

- A. The Board of Education shall compensate the City equal to the actual costs that the City incurs for each SRO plus mileage at the current IRS rate outside normal commute to and from assigned school campus incurred by each SRO in performing their duties for the Board of Education. This compensation is for the services of the SRO for hours actually worked per school calendar year at rate structure below. If a relief or replacement SRO is utilized, the hourly rate compensation will not be altered. The compensation shall be as follows, with additional information shown on the School Resource Officers Reimbursement form attached hereto:

Officer	School	Regular Hourly Rate (includes benefits)	Overtime Rate (includes FICA)
Ravinet	Camden Middle	\$32.95	\$38.00
Flowers	High School	\$36.26	\$42.45
Brown	High School	\$31.92	\$36.63

- B. Compensation for SRO services shall be paid on a monthly basis at times agreed upon between the Board of Education and City.
- C. Payment shall be made within thirty (30) days of receipt of a detailed invoice from the City identifying the SRO, hours worked and prorated pay for the SRO for the month.
- D. SROs shall continue to accrue leave pursuant to the applicable policies of the Kingsland Police Department and/or City.
- E. The Chief of Police may approve the Board of Education's request for services outside of the scheduled hours and scope of specified duties at an additional hourly rate per SRO assigned. Such rate and times shall be agreed upon by the Board of Education and Chief of Police, in writing, prior to the services being provided by the SRO. Overtime may be incurred by the SRO as a result of the approved additional services as requested by the Board of Education.
- F. For purposes of this Agreement, and any renewal thereof, any hours incurred by an SRO in excess of 40 hours per pay period week will be designated as compensatory time, meaning the School District shall pay the equivalent of time and a half of the SRO's hourly rate of pay for every hour worked beyond 40 hours in a one-week pay period.



City Council
107 South Lee Street
Kingsland, GA 31548

SCHEDULED

AGENDA ITEM (ID # 4450)

Meeting: 05/13/24 06:00 PM
Department: City Clerk
Category: Policy
Prepared By: Jean Seigler
Initiator: Jean Seigler
Sponsors:
DOC ID: 4450

9.5

Approval of: Pregnant Workers Fairness Act Policy

The City recognizes and adheres to the provisions outlined in the 2024 Pregnant Workers Fairness Act (PWFA). This policy serves to ensure compliance with the PWFA and to promote a work environment that fosters respect for all employees.

Staff recommends approval.

Pregnant Workers Fairness Act Policy

Policy Statement:

The City of Kingsland, Georgia is committed to supporting the health, well-being, and rights of pregnant workers within its workforce. As part of this commitment, the City recognizes and adheres to the provisions outlined in the 2024 Pregnant Workers Fairness Act (PWFA). This policy serves to ensure compliance with the PWFA and to promote a work environment that fosters inclusivity, equity, and respect for all employees.

Policy Details:

1. **Non-Discrimination:** The City of Kingsland prohibits discrimination against employees or job applicants on the basis of pregnancy, childbirth, or related medical conditions. This includes but is not limited to hiring, promotions, assignments, layoffs, training, benefits, and any other terms or conditions of employment.
2. **Reasonable Accommodations:** The City of Kingsland will provide reasonable accommodations to pregnant employees who require them to perform the essential functions of their job, unless doing so would impose an undue hardship on the City's operations. Reasonable accommodations may include, but are not limited to, modified work schedules, temporary transfer to a less strenuous or hazardous position, or equipment modifications.
3. **Communication and Notification:** The City will inform all employees of their rights under the PWFA, including the right to reasonable accommodations. Additionally, pregnant employees are encouraged to communicate with their supervisors or human resources department about their pregnancy and any accommodations they may need.
4. **Confidentiality:** All information related to an employee's pregnancy, childbirth, or related medical conditions will be treated confidentially in accordance with applicable laws and regulations.
5. **Training:** The City will provide training to supervisors, managers, and human resources staff on the requirements of the PWFA and the City's policies and procedures for compliance.
6. **Retaliation Prohibited:** The City prohibits retaliation against any employee who requests a reasonable accommodation due to pregnancy, childbirth, or related medical conditions, or who otherwise exercises their rights under the PWFA.
7. **Compliance and Review:** The City's Human Resources Department will be responsible for ensuring compliance with this policy and the PWFA. Periodic reviews will be conducted to assess the effectiveness of this policy and to make any necessary updates or revisions.
8. **Accessibility:** This policy will be made readily available to all employees through the City's employee handbook, intranet, or other means of communication.

The City of Kingsland is dedicated to fostering a work environment that values diversity, equity, and inclusion. By implementing and adhering to this policy, the City reaffirms its commitment to supporting the rights and well-being of pregnant workers in accordance with the 2024 Pregnant Workers Fairness Act.

Summary of Key Provisions of EEOC's Final Rule to Implement the Pregnant Workers Fairness Act (PWFA)

The U.S. Equal Employment Opportunity Commission issued a final rule to implement the Pregnant Workers Fairness Act (PWFA). The final rule was issued on April 15, 2024, and published in the Federal Register on April 19, 2024. The rule is available at <https://www.federalregister.gov/d/2024-07527>. The regulation goes into effect 60 days from April 19, 2024. Prior to the issuance of the final rule, the EEOC issued a Notice of Proposed Rulemaking (NPRM), published in the Federal Register on August 11, 2023, and available here <https://www.federalregister.gov/d/2023-17041>.

This document provides a summary of key portions of the final rule. This document is provided for informational purposes only. It is not a substitute for the full text of the final rule. It does not discuss all of the provisions in the final rule and does not contain details, examples, or explanations that are provided in the final rule. This document indicates the notable differences between the proposed and final rule. In addition to the differences noted in this document, the final rule has numerous minor language changes and several additional examples.

The PWFA requires a covered entity to make reasonable accommodations to a qualified employee's or applicant's known limitations related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions, absent undue hardship on the operation of the business of the covered entity. The PWFA directs the Equal Employment Opportunity Commission to promulgate regulations to implement the PWFA. As required by the PWFA, the final rule also provides examples of reasonable accommodations.

1. Who is Covered:

The PWFA covers employers (as well as unions and employment agencies), employees, applicants, and former employees who are currently covered by: (1) Title VII of the Civil Rights Act of 1964 (Title VII); (2) the Congressional Accountability Act of 1995 and 3 U.S.C. § 411(c);^[1] (3) the Government Employee Rights Act of 1991 (GERA); or (4) section 717(a) of Title VII, which covers federal employees. Whoever satisfies the definition of an "employer" or "employee" under any of these laws is an employer or employee for purposes of the PWFA.^[2]

2. Remedies and Enforcement:

- a. The procedures for filing a charge or claim under the PWFA, as well as the available remedies, including the ability to obtain damages, are the same as under (1) Title VII; (2) Congressional Accountability Act of 1995 and 3 U.S.C § 411(c); (3) GERA; and (4) section 717 of Title VII, for the employees covered by the respective statutes. Limitations regarding available remedies under these statutes likewise apply under the PWFA. As with the Americans with Disabilities Act, as amended (ADA), damages are limited if the claim involves the provision of a reasonable accommodation, and the employer makes a good faith effort to meet the need for a reasonable accommodation.
- b. In the preamble to the final regulation, the Commission also previews enhancements to its administrative charge processing procedures to facilitate the submission of information about potential defenses, including religious defenses. The Commission is revising numerous documents, including its Notice of Charge of Discrimination letter

and webpages, to identify how employers can raise defenses, including religious defenses, in response to a charge of discrimination. Additionally, as appropriate, the Commission will resolve charges based on the information submitted in support of the asserted defenses, including religious defenses, in order to minimize the burden on the employer and the charging party.

3. Definitions:

- a. “Known limitation” is defined in the PWFA as a “physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions that the employee or the employee’s representative has communicated to the covered entity, whether or not such condition meets the definition of disability” under the ADA.
 - i. In the final rule, as in the proposed rule, “known” means “the employee or the employee’s representative has communicated the limitation to the employer.”
 - ii. In the final rule, as in the proposed rule, “limitation” means a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions. The physical or mental condition that is the limitation is:
 1. an impediment or problem that may be modest, minor and/or episodic;
 2. a need or problem related to maintaining the employee's health or the health of the pregnancy; or
 3. seeking health care related to pregnancy, childbirth, or a related medical condition itself.

The physical or mental condition can be a PWFA limitation whether or not it meets the definition of “disability” under the ADA. The physical or mental condition must be a condition of the employee (or applicant) themselves.

- iii. “Pregnancy, childbirth, or related medical conditions” is a phrase used in Title VII (42 U.S.C. 2000e(k)) and in the final rule, as in the proposed rule, it has the same meaning under the PWFA as under Title VII. The final rule clarifies that the pregnancy, childbirth, or related medical conditions refer to the pregnancy, childbirth, or related medical conditions of the specific employee in question. Like the proposed rule, the final rule provides examples of “pregnancy, childbirth, or related medical conditions.”
- iv. The physical or mental condition must be “related to, affected by, or arising out of” pregnancy, childbirth, or related medical conditions. The final rule explains that “related to, affected by, or arising out of” is an inclusive term. Under the final rule, pregnancy, childbirth, or related medical conditions do not need to be the sole, the original, or a substantial cause of the physical or mental condition at issue in order for the physical or mental condition to be “related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions.”

b. The PWFA has two definitions of “qualified.”

iii. First, the PWFA uses language from the ADA: “an employee or applicant who, with or without reasonable accommodation, can perform the essential functions of the employment position” is qualified.

iv. Second, the PWFA allows an employee or applicant to be qualified even if they cannot perform one or more essential functions of the job if the inability to perform the essential function(s) is “temporary,” the employee could perform the essential function(s) “in the near future,” and the inability to perform the essential function(s) can be reasonably accommodated. The terms “temporary,” “in the near future,” and “can be reasonably accommodated” are not defined in the statute.

1. The final rule, like the proposed rule, defines the term “temporary” as lasting for a limited time, not permanent, and may extend beyond “in the near future.”
2. In the final rule, as in the proposed rule, if the employee is pregnant, it is assumed that the employee could perform the essential function(s) “in the near future” because they could perform the essential functions within generally 40 weeks of the temporary suspension of the essential function. The final rule’s definition in this section does not mean that the essential function(s) of a pregnant employee must always be suspended for 40 weeks, or that if a pregnant employee seeks the temporary suspension of an essential function(s) for 40 weeks it must be automatically granted.
3. In the final rule, unlike in the proposed rule, whether the employee could perform the essential function(s) “in the near future” in situations other than when the employee is pregnant is determined on a case-by-case basis.
4. The final rule, like the proposed rule, also discusses the meaning of the PWFA’s requirement that the inability to perform the essential function(s) can be reasonably accommodated. For some positions, this may mean that one or more essential functions are temporarily suspended (with or without reassignment to someone else) and the employee continues to perform the remaining functions of the job. For other positions, some of the essential functions may be temporarily suspended (with or without reassignment to someone else) and the employee may be assigned other tasks to replace them. In yet other situations, one or more essential functions may be temporarily suspended (with or without reassignment to someone else) and the employee may perform the functions of a different job to which the employer temporarily transfers or assigns them, or the employee may participate in the employer’s light or modified duty program. Throughout this process, as with other reasonable accommodation requests, an employer may need to consider more than one alternative

to identify a reasonable accommodation that does not pose an undue hardship.

- c. “Essential function” is a term from the ADA, and the final rule, like the proposed rule, uses the same definition as in the ADA. In general terms, it means the fundamental duties of the job.
- d. “Reasonable accommodation” is a term from the ADA, and the PWFA uses a similar definition as in the ADA. Generally, it means a change in the work environment or how things are usually done. The final rule, like the proposed rule, provides specific examples of possible reasonable accommodations under the PWFA, including:

- .Frequent breaks;

- i.Sitting/Standing;

- ii.Schedule changes, part-time work, and paid and unpaid leave;

- iii.Telework;

- iv.Parking;

- v.Light duty;

- vi.Making existing facilities accessible or modifying the work environment;

- vii.Job restructuring;

- viii.Temporarily suspending one or more essential functions;

- ix.Acquiring or modifying equipment, uniforms, or devices; and

- x.Adjusting or modifying examinations or policies.

- e. “Undue hardship” is a term from the ADA, and the PWFA follows the definition in the ADA. Generally, it means significant difficulty or expense for the operation of the employer. The final rule, like the proposed rule, outlines some factors to be considered when determining if undue hardship exists. These are the same factors as under the ADA.

.Additionally, to address that under the PWFA an employer may have to accommodate an employee’s temporary inability to perform an essential function(s), the final rule, like the proposed rule, adds additional factors that may be considered when determining if the temporary suspension of an essential function(s) causes an undue hardship. These additional factors include: consideration of the length of time that the employee will be unable to perform the essential function(s); whether there is work for the employee to accomplish; the nature of the essential function, including its frequency; whether the employer has provided other employees in similar positions who are unable to perform the essential function(s) of their positions with temporary suspensions of those functions and other duties; if necessary, whether there are other employees, temporary employees, or third parties who can perform or be temporarily hired to perform the essential function(s) in question; and whether the essential function(s) can be postponed or remain unperformed for any length of time and, if so, for how long.

i. The final rule, like the proposed rule, identifies a limited number of simple modifications that will, in virtually all cases, be found to be reasonable accommodations that do not impose an undue hardship when requested by a pregnant employee. These “predictable assessments” in the final rule are the same ones as in the proposed rule: (1) allowing an employee to carry or keep water near and drink, as needed; (2) allowing an employee to take additional restroom breaks, as needed; (3) allowing an employee whose work requires standing to sit and whose work requires sitting to stand, as needed; and (4) allowing an employee to take breaks to eat and drink, as needed. As in the proposed rule, the predictable assessments provision in the final rule does not alter the meaning of the terms “reasonable accommodation” or “undue hardship.” The individualized assessment of whether these modifications are reasonable accommodations that would cause undue hardship will, in virtually all cases, result in a determination that the modifications are reasonable accommodations that will not impose an undue hardship under the PWFA when they are requested as workplace accommodations by an employee who is pregnant. Therefore, with respect to these modifications, the individualized assessment should be particularly simple and straightforward.

- f. “Interactive process” is a term from the ADA, and the final rule, like the proposed rule, explains that the “interactive process” is a method to help the employer and the employee (or applicant) identify the limitation and the adjustment or change at work needed due to the limitation and potential reasonable accommodations. Generally, it means a discussion or two-way communication between an employer and an employee.
- g. Limitations on Supporting Documentation: Under the final rule, as under the proposed rule, an employer is not required to seek supporting documentation from an employee or applicant who requests an accommodation under the PWFA. If an employer decides to seek supporting documentation, it is only permitted to do so under the final rule if it is reasonable to require documentation under the circumstances for the employer to determine whether the employee (or applicant) has a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions (a limitation) and needs a change or adjustment at work due the limitation. The final rule, like the proposed rule, sets out examples of when it would not be reasonable for the employer to require documentation.

Under the final rule, as with the proposed rule, when requiring documentation is reasonable, the employer is limited to requiring documentation that itself is reasonable. The final rule has modified the definition of “reasonable documentation” so that it now means the minimum documentation that is sufficient to: (1) confirm the physical or mental condition; (2) confirm the physical or mental condition is related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions (together with (1) “a limitation”); and (3) describe the change or adjustment at work needed due to the limitation.

The final Interpretive Guidance explains how the provisions of the ADA that require a covered entity to keep medical information confidential apply to employees and information under the PWFA.

4. Requesting an Accommodation:

The final rule, like the proposed rule, explains how an employee may request a reasonable accommodation, which has two parts. The employee must identify the limitation (the physical or mental

condition related to, affected by, or arising out of pregnancy, childbirth, or related medical conditions) and that the employee needs an adjustment or change at work due to the limitation.

5. Nondiscrimination With Regard To Reasonable Accommodations

- a. The PWFA prohibits an employer from failing to make reasonable accommodation to the known limitations of qualified employees or applicants, absent undue hardship. The final rule, like the proposed rule, sets out additional considerations for covered entities and employees in complying with this provision. Under the final rule, as under the proposed rule:

.An unnecessary delay in making a reasonable accommodation may result in a violation of the PWFA. This can be true even if the reasonable accommodation is eventually provided, when the delay was unnecessary.

i.An employee is not required to accept an accommodation. However, if an employee rejects a reasonable accommodation that they need in order to be “qualified” under the PWFA (either because they need it to perform an essential function, to apply for the job, or to obtain a temporary suspension of an essential function), then that employee or applicant will not be considered qualified.

ii.An employer cannot justify failing to make a reasonable accommodation or the unnecessary delay in providing a reasonable accommodation based on the employee (or applicant) failing to provide supporting documentation unless: (1) the employer seeks the supporting documentation; (2) seeking supporting documentation is reasonable under the circumstances as set out under the final rule; (3) the supporting documentation is reasonable documentation as defined in the final rule; and (4) the employer provides the employee with sufficient time to obtain and provide the documentation.

iii.When choosing among effective accommodations, the employer must choose an accommodation that provides the qualified employee (or applicant) equal employment opportunity to attain the same level of performance, or to enjoy the same level of benefits and privileges as are available to the average employee without a known limitation who is similarly situated. The similarly situated average employee without a known limitation may include the employee requesting accommodation at a time prior to communicating the limitation.

- b. The PWFA prohibits an employer from requiring a qualified employee or applicant to accept an accommodation other than one arrived at through the interactive process.
- c. The PWFA prohibits an employer from denying employment opportunities to a qualified employee or applicant if the denial is based on the employer’s need to make a reasonable accommodation for the known limitation of the employee or applicant.
- d. The PWFA prohibits an employer from requiring a qualified employee with a known limitation to take leave, either paid or unpaid, if another effective reasonable accommodation exists, absent undue hardship.
- e. The PWFA prohibits an employer from taking adverse action in terms, conditions, or privileges of employment against a qualified employee or applicant on account of the employee requesting or using a reasonable accommodation for a known limitation.

6. Prohibition on Retaliation and Coercion:

- a. The PWFA prohibits retaliation against any employee, applicant, or former employee because that person has opposed acts or practices made unlawful by the PWFA or has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the PWFA.
- b. The PWFA prohibits coercion, intimidation, threats, or interference with any individual in the exercise or enjoyment of rights under the PWFA or with any individual aiding or encouraging any other individual in the exercise or enjoyment of rights under the PWFA. The final rule, like the proposed rule, adds “harass” to the list of prohibited activities.
- c. The final rule explains how, depending on the facts, certain actions can violate the prohibitions on retaliation and coercion, such as not providing an interim reasonable accommodation, seeking supporting medical documentation or information when it is not permitted under the PWFA or the final rule, or disclosing confidential medical information.

7. Relationship to Other Laws:

- a. The PWFA does not limit the rights of individuals affected by pregnancy, childbirth, or related medical conditions under any Federal, State, or local law that provides greater or equal protection.
- b. The final rule provides more information about the interactions between the PWFA and Title VII and between the PWFA and the ADA.
- c. The PWFA provides a “[r]ule of construction” stating that the law is “subject to the applicability to religious employment” set forth in section 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1(a). The relevant portion of section 702(a) provides that “[Title VII] shall not apply . . . to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.” The final rule, like the proposed rule, provides that when this PWFA provision is asserted by a respondent employer, the Commission will consider the application of the provision on a case-by-case basis.

[\[1\]](#) The EEOC does not have enforcement authority for the Congressional Accountability Act (CAA). Thus, the final regulations do not apply to employees or employers covered by this law.

[\[2\]](#) This document uses the term “employer,” but the requirements apply to all covered entities.