



CITY OF KINGSLAND, GEORGIA

CITY COUNCIL

AGENDA • JULY 14, 2014

Regular Meeting

City Council Chamber

6:00 PM

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

I. PUBLIC HEARING - STARTS AT 6:00PM

1. Alcohol License/ Ops Pizza: the City of Kingsland, Georgia Will Conduct a Public Hearing -

For the purpose of considering the application for the sale of beer/wine liquor, on-premise consumption with food, from "OPS Pizza Kitchen and Cafe" located at 1378 Boone Street, Kingsland, Georgia 31548

II. CALL TO ORDER AND WELCOME GUESTS

III. INVOCATION AND PLEDGE TO THE FLAG

IV. ROLL CALL

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

Mayor
Mayor Pro Tem
City Councilman
City Councilman
City Councilman

V. 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

VI. RECOGNITION

VII. PRESENTATION

1. Achievement Award

2. The Coalition for a Better Community Annual Civility Awards: Dave Southern, Elias Dalton Frazier, Tonya Rosado

VIII. GRANTING AUDIENCE TO THE PUBLIC

IX. OLD BUSINESS

1. APPROVAL OF: CCBOE - SRO Agreement 2014-2015
2. APPROVAL OF: Bid Award for Refinancing Fire Station
3. Middle School Road Name Change

X. PLANNING AND ZONING

1. APPLICATION FOR HOME OFFICE - Ann Hoskins

Ann Hoskins, 249 Hedge St is requesting a Home Office Permit for “Heavenly Sent’s Cleaning Service” a janitorial service for real estate customers. Zoning is R-5. Planning Commission Recommends Approval.

2. APPLICATION FOR HOME OFFICE - Laura Stevens

Laura Stevens, 106 Huntington Dr is requesting a Home Office Permit for “Coastal Cleaning Services,” a carpet cleaning firm. All equipment is stored in a van. Zoning is R-1. Planning Commission Recommends Approval.

3. APPLICATION FOR REZONING - Liberty Bishop

Liberty Bishop, is requesting rezoning of 1.98 acres (Tax Parcel K20-02-001) on West King Ave from R-1 residential to I-L (light industrial) to establish a landscaping service. Bishop Landscaping is a 7-year old business currently located on Harrietts Bluff Road that has grown to 7 small trucks and needs a new home to serve as a meeting place for employees, a showcase for the business, and a service point for vehicles. Mr. Bishop presented a plan for how he plans to use the property once he acquires it. Mr. Crummey, an adjacent resident expressed concern about noise especially during non-business hours. Planning Commission Recommends Approval.

4. Discussion/Approval - NUISANCES - Parking in Residential Areas

XI. NEW BUSINESS

1. Amendment - Chamber Lease Agreement
2. APPROVAL OF: Liquor License for OPS Pizza Kitchen and Cafe Located at 1378 Boone Street, Kingsland for the Sale of Beer, Wine and Liquor on Site with Food.

3. ADOPTION OF: Resolution #2014-17: Welcome Center Bond Modification
4. APPROVAL OF: Employee Handbook Revisions

XII. MAYOR AND COUNCIL ANNOUNCEMENT

XIII. ADJOURNED



311 South East Street
Kingsland, GA 31548

Telephone: (912) 729-5687
Fax: (912) 729-1489

Dr. William C. Hardin, Superintendent

Contracted Services Agreement

Name of Individual or Business
Address

City of Kingsland
P.O. Box 250 - 105 West William Ave
Kingsland, GA 31548

Social Security Number or
Tax Identification Number

58-6000601

Date(s) of Service:

July 1, 2014 – June 30, 2015

Type of Service Provided:

School Resource Officers

Contracted Service Fee @ _____ X Not to Exceed = \$119,500.00

Other (Explain) _____ \$ _____

_____ \$ _____

Total \$119,500.00

CITY MANAGER'S SIGNATURE

Date

ADMINISTRATOR'S SIGNATURE

Date

SUPERINTENDENT'S SIGNATURE

Date

Accounting Code: 100-5-2600-595.00-9990-20-0-001021
100-5-2600-595.00-9990-31-0-001021

TRS Approval:

____ Not Applicable
____ Granted
____ Not Granted

Board Members:

Herbert Rowland, Chairperson · Daniel Simpson, Vice-Chairperson

Doug Benton · Jimmy Coffel · Jane Brown

City of Kingsland, GA
School Resource Officers' Salary Package 2014-2015

<u>Annual</u>	High School SRO	9th Grade SRO	Middle School SRO
Salary	\$ 33,280	\$ 33,280	\$ 31,283
Estimated Overtime	\$ -	\$ -	\$ -
FICA (7.65%)	\$ 2,546	\$ 2,546	\$ 2,393
Workers Comp(5.50%)	\$ 1,830	\$ 1,830	\$ 1,721
Retirement (11.83%)	\$ 3,937	\$ 3,937	\$ 3,701
Health Benefits	\$ -	\$ -	\$ 4,776
Life Insurance Benefits	\$ 88	\$ 88	\$ 88
Subtotal	\$ 41,681	\$ 41,681	\$ 43,961
Total	\$ 41,681	\$ 41,681	\$ 43,961
Grand Total	\$ 127,324		

City of Kingsland Camden County Board of Education School Resource Officer Contract History		
Year	Contract Amount	City Cost Estimate
2006-2007	\$ 92,361.00	\$ 92,361.00
2007-2008	\$ 105,865.00	\$ 105,865.00
2008-2009	\$ 117,516.00	\$ 117,516.00
2009-2010	\$ 153,511.00	\$ 153,511.00
2010-2011	\$ 119,500.00	\$ 143,782.00
2011-2012	\$ 119,500.00	\$ 149,165.00
2012-2013	\$ 119,500.00	\$ 147,628.00
2013-2014	\$ 119,500.00	\$ 155,552.00

Estimated Closing Costs

**IFB COK-06122014-Refinancing for the Fire Station Building Structure Located at 250 Robert's Path:
Total Principal Not to Exceed \$330,000.00for 12 Year Term**

Today's Date: 7-07-2014

Type of Loan: Secured by Mortgage x Unsecured

List Closing Costs:

Description	Amount
	\$
	\$
	\$
	\$
Total	\$ -0-

Remarks/Conditions

Loan will be backed by the full faith and credit of the City of Kingsland. We will not require a deed to secure debt, title insurance, survey, or other title documents. We will require opinion of your counsel the debt is valid, enforceable, and bank qualified, tax-exempt debt.

Submitted by: Ronald M Adams Ronald M. Adams
Signature Print Name

Company Name: Ameris Bank
Contact Phone #: 912-261-4773

Attachment: GA550-ScanToDesktop 2 (1093 : APPROVAL OF: Bid Award for Refinancing Fire Station)

Estimated Closing Costs

IFB COK-06122014-Refinancing for the Fire Station Building Structure Located at 250 Robert's Path:
Total Principal Not to Exceed \$330,000.00 for 12 Year Term

Today's Date: 7/8/14

Type of Loan: ☒ Secured by Mortgage ☐ Unsecured

List Closing Costs: (if secured by mortgage)

Description	Amount
Legal	\$7,500.00
GMA	\$1,000.00
Phase I Environmental Survey	\$2,850.00*
Survey	\$500.00*
Appraisal	\$500.00*
Total	\$12,350.00

Remarks/Conditions

*Estimates

Submitted by:



Company Name: Matt Williams, GMA

Contact Phone #: 678-686-6264

NUISANCES

ARTICLE III

PARKING OF VEHICLES

Section 14-41 Definitions

- A. All-weather parking facility means asphalt or concrete paving suitable for vehicle parking.
- B. Screening fence means a barrier at least six feet (6') in height of stone, brick, pierced brick or block, uniformly colored wood or other permanent material which forms a visual barrier of equal character, density and design; provided, however, any such structure in excess of eight feet (8') in height shall be deemed a wall subject to the provisions of the Building Code of the City of Kingsland. For the purposes of this Article, a vehicle shall be deemed to be screened from view when it is behind a screening fence.
- C. Side yard shall refer to the area behind an imaginary line extending perpendicularly from the front corner of the residential structure to the side lot line, extending to an imaginary line perpendicular to the side lot line which touches the back corner of the residential structure closest to the side lot line at which point the "rear yard" begins.
- D. Rear yard shall refer to that area of a lot circumscribed by the back lot line, the side lot lines extending to imaginary lines perpendicular from the back corners of the residential structure, and the back side of the residential structure.

Section 14.42 Parking Vehicles

- A. Except as otherwise provided in this Section, it shall be unlawful for any person to park or to cause, suffer, maintain or allow to be parked upon any property under his control any automobile, truck, bus, motorcycle, motorhome, camper, trailer, truck tractor, road tractor, semi-trailer, pole trailer, boat or mobile home, on any yard including driveways:
 - 1. in front of,
 - 2. on the side yard of, or

3. on the rear yard of

any single family residence, duplex or townhouse, or upon any property zoned "R-1", "R-2", "R-3", "R-4",
or "R-6 including PD zones.
- B. Exceptions: 14-42(a) shall not apply: to automobiles, and vans, which have a carrying capacity of four
thousand (4,000) pounds or less; to campers, and trailers, which have a length of less than twenty (20) feet;
and to motorcycles and boats:
1. when parked upon an all-weather parking facility; or
 2. when parked on any side yard when such vehicle is screened from view from any public street by
a screening fence; or
 3. when parked on any rear yard when such vehicle is screened from view from any public street by a
screening fence.

State of Georgia

County of Camden

LEASE

This lease is entered into this _____ day of _____, 2014 by and between the **City of Kingsland, Georgia** ("Lessor") and **Camden County Chamber of Commerce** ("Lessee"):

In consideration of the prompt payment of the rentals set out herein and the faithful performance by Lessee of all of its promises, covenants and obligations, Lessor demises and leases to Lessee and Lessee accepts for the term and subject to these provisions, the following described real property in the City of Kingsland, in Camden County, Georgia more specifically described as:

Offices numbered 6, 7, and 8, as shown on the diagram attached as Exhibit "A" (the "Offices"). The Offices are a portion of the real property located at 531 North Lee Street, Kingsland, Georgia (the "Property") commonly referred to as the "North Center." Lessee shall also have the right to use certain Common Areas located on the Property as set forth more fully herein.

This contract and lease is also subject to the following terms, promises, agreements, conditions, and covenants:

1. The term of this lease shall be for a period of two years commencing on the 1st day of July, 2014 and ending on the 30th day of June 2016. Either party may terminate this lease without cause. If either party terminates this lease during the first twelve month period of this lease, then such party must give the other party six (6) months advance written notice. Thereafter, if either party desires to terminate this lease, then such party must give the other party ninety (90) days advance written notice. Upon the expiration of the initial lease agreement, the lease will automatically renew on an annual basis, unless either party gives such written notice of its intent to terminate the lease.
2. As consideration for the entire term of this lease, Lessee shall pay to Lessor a rental amount in the yearly amount of \$1.00. For any renewals, Lessee shall pay a rental amount in the sum of \$1.00 per year.
3. Lessee shall use the Offices and the Common Areas, as allowed, for the purposes of operating a Chamber of Commerce and hosting events and functions related thereto, including, but not limited to, annual dinners, networking events, and forums.
4. Lessee, and its employees and customers shall have the non-exclusive right throughout the lease term to use in common with others all facilities which are designated for the general use in common of occupants of the Property (the "Common Areas"), which facilities shall include but are not limited to parking areas,

Attachment: Chamber Lease (1083 : Amendment - Chamber Lease Agreement)

streets, sidewalks, walkways, canopies, stairways, atriums, conference rooms, break rooms, reception areas, roadways, loading platforms, restrooms, light facilities, ramps, landscaped areas, and other similar facilities. Such Common Areas shall at all times be subject to the control and management of Lessor or such other parties as Lessor may decide upon and Lessor shall have the sole authority to make such rules and regulations as in Lessor's sole discretion, may be appropriate concerning the use of the Common Areas.

5. The foregoing notwithstanding, Lessee shall be allowed to serve food and alcohol on the Property, including in the Common Areas and Offices, at functions and events sponsored by Lessee. Lessee shall not have the right to sell alcohol beverages at such events. Except as specifically provided, Lessee shall have no right or interest in the Common Areas.
6. Lessee covenants and agrees that it will not make or allow any waste of the Offices. Lessee further agrees that it will not make any material structural alterations or additions to the Offices except as may be approved in advance, in writing, by the Lessor.
7. Lessor shall be responsible for all reasonable charges for janitor and cleaning services to the Common Areas which the City may perform at its sole discretion.
8. ~~Lessee shall pay to Lessor the total sum of \$285.00 per month, for each month Lessee occupies any portion of the Offices. Such monthly \$285.00 sum shall be considered as Additional Rent as Lessee's cost of additional utility and other costs which the parties expect will be incurred by Lessor. Based upon this monthly additional rent provision, Lessor shall be responsible for and will pay all reasonable charges for water, garbage and sewer services, electricity, and any other utilities, except that Lessee shall be responsible for its own telephone and internet service. Lessor shall also be responsible for any costs associated with activating and monitoring the existing alarm system for the Property.~~
9. Lessee agrees that it will, at its own expense, keep and maintain the interior of the Offices in good condition. Lessee will do all work and make all repairs necessary or advisable to keep the interior of the Offices from deteriorating in value or condition, with the exception of normal wear and tear and aging consistent with normal office usage and time. Lessor shall bear the cost of repairs to the roof, exterior walls, and foundation. Lessor gives to Lessee exclusive control of the Offices and shall be under no obligation to inspect the same. Lessee shall promptly report in writing to Lessor any defective condition known to it which Lessor is required to repair.
10. Lessee covenants and agrees that it shall not make or allow any unlawful, improper, immoral or offensive use of the Offices or any part of them. Lessee further agrees to maintain and police the area in order to keep the Offices in a clean and sanitary condition at all times in compliance with all ordinances and regulations of the City of Kingsland, Georgia. In this connection, Lessee shall permit Lessor, through its duly authorized representatives, to make inspection of the Offices at any time so as to determine compliance with the lease.
11. It is further agreed that Lessee shall not do or permit to be done anything in or upon any portion of the

Property or bring or keep anything in or on it that will in any way conflict with the conditions of any insurance policy upon the Property or any part of it, or in any way increase the rate of fire insurance upon the Property or on property kept there, or in any way obstruct or interfere with the rights of the other lessees of the Property, or injure or annoy them.

12. Lessor, through its authorized representatives, shall have the full and unrestricted right to enter the Offices hereby leased for the purpose of doing any and all things with reference to that which Lessor is authorized or required to do under the terms of this lease or that may be deemed necessary.
13. Lessee agrees that it shall not permit the use of loud, abusive, foul or obscene language in the leased Offices, nor shall Lessee permit any unlawful, obscene or immoral acts or conduct by any person or persons on the Offices, and that the use of such language or the occurrence of these acts or conduct shall result in the removal from the Offices of any person or persons using or performing these things by Lessee, its officers, agents or employees.
14. Lessee agrees to comply with all federal, state and local laws, including all ordinances of the City of Kingsland, Georgia.
15. Lessee shall, at its own responsibility and expense, obtain and keep in effect all licenses and permits necessary for the operation of its business on the leased Offices.
16. Lessor shall provide hazard insurance for the Property, including the Offices. Lessee shall be responsible for providing its own liability insurance and insurance for its contents.
17. Any breach, default or failure by Lessee to perform any of the duties or obligations assumed by Lessee or faithfully to keep and perform any of the terms, conditions and provisions of this lease shall be cause for termination of this lease by Lessor in the manner set forth in this paragraph. Lessor shall deliver to Lessee 60-days' prior written notice of its intention to terminate this lease, including in the notice a reasonable description of the breach, default or failure. If within those 60 days, Lessee shall fail or refuse to cure, adjust or correct such breach to the satisfaction of the Lessor, then Lessor shall have the right, without further notice to Lessee and without being deemed guilty of trespass and without any liability whatever on the part of Lessor, to declare this lease terminated, and to enter upon and take full possession of the Offices, by force or otherwise, and without legal process, to expel, oust and remove any and all parties who may occupy any part of the Offices and any or all fixtures and equipment not belonging to Lessor that may be found within or upon the Offices without being liable for damages. In the event of termination of this lease by Lessor in accordance with the provisions of this lease, all rights, powers, privileges of Lessee shall cease and terminate, and Lessee shall immediately vacate the leased Offices and shall make no claim of any kind against Lessor, its agents or representatives, by reason of the termination or any act incident to it.
18. The 60-days' prior written notice shall be conclusively determined to have been delivered to Lessee at the time it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, addressed to Lessee at 531 North Lee Street, Suite 1, Kingsland, GA 31548. Any failure by Lessor to terminate this lease or the acceptance by Lessor of rentals for any period of time after the breach, default or

failure by Lessee shall not be determined to be a waiver by Lessor of any rights to terminate this lease for any subsequent breach, default or failure.

19. Lessee further agrees that it will, at the end of the term of this lease, peaceably deliver to Lessor the Offices and all appurtenances or improvements in them in a good state of repair, as stated, and vacant, unencumbered and in good and tenantable condition.
20. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property or interest in the Property of the Lessor.
21. Lessee agrees that, in the event that any proceedings in bankruptcy or insolvency shall be instituted against Lessee, whether voluntary or involuntary, the Lessor may, at its option, declare this lease forfeited and terminated. Upon this declaration, Lessee agrees to give and deliver immediate possession of the Offices to the Lessor.
22. Lessee agrees that it shall not sublet or assign all or any part of its rights, privileges or duties under this lease without the prior written approval of the Lessor, and any attempted assignment without the prior written approval shall be void.
23. The parties covenant and agree that should any action, whether real or asserted, at law or in equity, arise out of the terms of this lease, or by Lessee's operations on the leased Offices, venue for the action shall lie in Camden County, Georgia.
24. This written instrument constitutes the entire agreement by the parties concerning the Offices, Common Areas and Property and any prior or contemporaneous, oral or written agreement that purports to vary from its terms shall be void.

In witness whereof, the parties have executed this lease on the ____ day of _____, 2014.

CITY OF KINGSLAND, GEORGIA

CAMDEN COUNTY CHAMBER OF COMMERCE

By: _____

By: _____

Its Mayor: _____

Its Chairman: _____

Attest: _____

Attest: _____

Its City Clerk: _____

Its Secretary/Treasurer: _____

Attachment: Chamber Lease (1083 : Amendment - Chamber Lease Agreement)



A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF KINGSLAND REQUESTING THAT THE KINGSLAND DEVELOPMENT AUTHORITY MODIFY THE TERMS OF ITS OUSTANDING REVENUE BOND (WELCOME CENTER PROJECT), SERIES 2007, WHICH IS SECURED BY AN INTERGOVERNMENTAL CONTRACT WITH THE CITY OF KINGSLAND; TO AUTHORIZE THE MAYOR TO TAKE SUCH ACTIONS AND MAKE SUCH CERTIFICATIONS AS ARE NECESSARY IN CONNECTION THEREWITH; AND FOR OTHER PURPOSES.

WHEREAS, the City of Kingsland, Georgia (the “**City**”), a municipal corporation of the State of Georgia, entered into an intergovernmental contract with the Kingsland Development Authority (the “**Authority**”), dated as of January 1, 2007 (the “**Contract**”), whereby the Authority issued its \$2,500,000 KINGSLAND DEVELOPMENT AUTHORITY REVENUE BOND (WELCOME CENTER PROJECT), SERIES 2007 (the “**Bond**”) for the purposes of acquiring and constructing a new Welcome Center for the City and the City agreed to make certain payments to the Authority to enable the Authority to pay the Bond; and

WHEREAS, the Bond was dated as of February 20, 2007 and was sold to Ameris Bank (the “**Bank**”), as Registered Owner of the Bond; and

WHEREAS, the Bond provides that the Bond shall bear interest at a fixed rate of 4.60% per annum until February 1, 2017 (the “**Fixed Rate**”), and as of February 1, 2017 and February 1, 2022, the Bond shall be reset to a fixed rate per annum equal to 55.76% of the prevailing Prime Rate as published for such date by *The Wall Street Journal* (the “**Prime Rate**”); and

WHEREAS, the Bond further provides that principal of and interest are due on the first day of each month in the following installment amounts:

<u>Period</u>	<u>Installment Amount</u>
March 1, 2007 to February 1, 2010 (36 installments)	\$10,000.00
March 1, 2010 to February 1, 2013 (36 installments)	\$11,000.00
March 1, 2013 to February 1, 2016 (36 installments)	\$12,000.00
March 1, 2016 to February 1, 2019 (36 installments)	\$13,000.00
March 1, 2019 to February 1, 2022 (36 installments)	\$14,000.00
March 1, 2022 to February 1, 2032 (120 installments)	Determined as provided below

The installment amount for the last 120 installments shall be the amount that will fully amortize the principal balance of the Bond so that the final installment shall be due and payable on February 1, 2032; and

WHEREAS, the City has negotiated a modification of the Fixed Rate and the Installment Amounts listed above with the Bank, which will enable the City to make lower payments due to the Authority under the terms of the Contract during calendar years 2014 through 2022; and

WHEREAS, the City is requesting that the Authority, as the issuer of the Bond, agree to the modification of the Fixed Rate and the Installment Amounts, as provided herein, and

authorize its Chairman and officers do all things necessary in order to effectuate such modification.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Kingsland as follows:

Section 1. Findings and New Terms of the Bond. The Mayor and Council of the City of Kingsland has determined that modifying and amending the terms of the Bond is in the best interests of the citizens and taxpayers of the City in that such modification will allow the City to reduce its contract payments due to the Authority during calendar years 2014 through 2022. It is the intent of this resolution to authorize and direct the execution of such documents as may be necessary to effectuate these purposes. Effective August 1, 2014, the City has agreed with the Bank that the Fixed Rate on the Bond will be 2.15% per annum until February 1, 2017, and as of February 1, 2017 and February 1, 2022, the Bond shall be reset to a fixed rate per annum equal to 55.76% of the prevailing Prime Rate as published for such date by *The Wall Street Journal*, and the new Installment Amounts will be as follows:

<u>Period</u>	<u>Installment Amount</u>
August 1, 2014 to February 1, 2016 (19 installments)	\$10,000.00
March 1, 2016 to February 1, 2019 (36 installments)	\$11,000.00
March 1, 2019 to February 1, 2022 (36 installments)	\$13,000.00
March 1, 2022 to February 1, 2032 (120 installments)	To be determined as the amount needed to fully amortize the Bond until maturity

Section 2. General Authority; Specific Authority to the Mayor. The proper officers and agents of the City are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out the purposes and intents of this resolution. The Mayor is specifically authorized to approve any documentation and to execute such documents as are necessary to modify the existing terms of the Contract, the Bond and related documents. The City Clerk is authorized and directed to attest such documents and to affix the seal of the City thereto.

Section 3. Authorization of Federal Tax Certificate. The Mayor or appropriate officer of the City is hereby authorized to execute a federal tax certification in order to comply with § 148 of the Code and the applicable Treasury Regulations promulgated thereunder.

Section 4. Approval of Special Tax Counsel. Gray Pannell & Woodward LLP, Savannah, Georgia, is hereby named as Special Tax Counsel, to work in association with James R. Coppage, City Attorney, in connection with said modification.

Section 5. Actions Ratified, Approved, and Confirmed. No further action shall be required by the Mayor and Council prior the closing of the modification. All actions of the officers of the City which are in conformity with the purposes and intents of this resolution and in the furtherance of the execution, delivery, and performance of the modification and related documents shall be, and the same hereby are, in all respects ratified, approved, and confirmed.

Adopted this July 14, 2014.

CITY OF KINGSLAND, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
City Clerk

(Signature Page to Resolution)

CITY CLERK'S CERTIFICATE

Now comes the undersigned City Clerk of the City of Kingsland, Georgia, keeper of the records and seal thereof, and certifies that the foregoing is a true and correct copy of a resolution approved and adopted by the Mayor and Council of the City of Kingsland, in public meeting properly and lawfully held and assembled on July 14, 2014, the original of which resolution has been entered in the official records of the City of Kingsland under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

City Clerk

Proposed Changes to Employee Handbook

1. Page 32-34 – Delete the STAR Employee of the Quarter Program in its entirety.
2. Page 47-51 – Delete Employee Bonus Program in its entirety.
3. Page 56-57 – remove requirement to be “tobacco free” as a condition under the Work Well Incentive policy. “Results based” incentives are not allowed in participatory wellness programs under the Affordable Care Act.
4. Page 58 – The Affordable Care Act defines full time at 30 hours per week, DC/DC the Adoption Agreement defines full-time as 35 hours per week. Also, change vesting from 5 years to 10 years per council action effective January 1, 2014.
5. Page 59 - EAP program is limited to employees covered under the group health program.
6. Page 75 - Clarifies that only 25% of sick leave will be paid out upon separation, under any circumstance.
7. Page 76-83 – Delete Voluntary Furlough Program in its entirety. No one has ever voluntarily requested a furlough. This program is duplicated by, and more complicated than, the existing leave of absence policy.
8. Page 120 – Strengthen the Smoking Prohibition policy.
9. Page 134 & 136 – Corrects issue with due process related to my dual function as HR and CM. Another option would be to include the elected officials as the final appellee in the process.