

City of Guyton, Georgia
CITY COUNCIL MEETING
August 10, 2021 at 7:00 P.M.



**C.D. Dean, Jr., Public Safety Complex
GUYTON GYMNASIUM
505 Magnolia Street
Guyton, GA 31312**

AGENDA

- 1. Call to Order**
 - 2. Invocation**
 - 3. Pledge of Allegiance**
 - 4. Consideration to Approve the Agenda**
 - 5. Consideration to Approve Minutes of Meetings**

July 13, 2021 – July City Council Meeting
 - 6. Reports from Staff or Committees**

Police Department	James Breletic
Fire Department	Clint Hodges
Public Works	EOM
Historical Commission	Pearl Boynes
Planning and Zoning	Lon Harden
 - 7. Public Comments (will be limited to agenda items only)**
 - 8. New Business**
 - a. Nomination of candidate for the position of City Clerk
 - b. Consideration to approve use of SPLOST funds for SCADA system and Well Repairs
 - c. Second reading and consideration to approve Ordinance 2021-05 regarding a budget amendment for FY 2020/2021
 - d. First reading of Ordinance 2021-06 regarding setting the Tax Levy
 - e. First reading of Ordinance 2021-07 regarding rezoning of 108 Central Blvd.
 - f. Consideration to approve demolition proposal regarding 113 W Central Blvd.
-

- g. Consideration to approve proposal for soil studies at new spray field site
- h. Consideration to approve DNR Main Street Rail Trail Project Agreement
- i. Consideration to approve Resolution 2021-08 regarding SPLOST IGA
- j. Consideration to approve repair expense for Guyton PD 2010 Tahoe
- k. Consideration to approve amendment to Fire Station Lease adding an additional bay
- l. Consideration to approve Resolution 2021-03 regarding Employee Handbook

9. General Government

- a. Private use of City Facilities

10. Dates to Remember

- a. Monday to Wednesday, August 16 to 18, 2021, 8:30 a.m. to 4:30 p.m. – Election Qualifying, Guyton City Hall, 310 Central Blvd., Guyton, GA 31312
- b. Wednesday, August 18, 2021 at 1:00 p.m. to 6:00 p.m. – American Red Cross Blood Drive, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- c. Thursday, August 19, 2021 at 7:00 p.m. – Trick or Trail Organizational Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- d. Tuesday, August 24, 2021 at 6:00 p.m. – Planning and Zoning Public Hearing, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- e. Tuesday, August 24, 2021 at 7:00 p.m. – Planning and Zoning Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- f. Tuesday, September 7, 2021 at 7:00 p.m. - City Council Workshop, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- g. Tuesday, September 14, 2021 at 6:00 p.m. - City Council Public Hearing, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
- h. Tuesday, September 14, 2021 at 7:00 p.m. - City Council Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312

- 11. Consideration to move from the Regular Meeting into an Executive Session referencing Personnel and Property Acquisition**
- 12. Consideration to take any action needed arising from Executive Session**
- 13. Public Comments (will be limited to Agenda Items only)**
- 14. Consideration to Adjourn this meeting**



City of Guyton
City Council Meeting
July 13 2021 – 7:00 p.m.

MINUTES OF MEETING

Call to Order – The City of Guyton Council held a Council Meeting on June 8, 2021, at the City of Guyton Gymnasium, 505 Magnolia Street in Guyton. This meeting was called to order by Mayor Russ Deen at approximately 7:00 p.m. Mayor Russ Deen, Mayor Pro Tem Michael Johnson, Sr., Council Member Joseph Lee, and Council Member T. Marshall Reiser were present at this meeting. **Other Administrative Staff Present** – Interim City Manager Mike Eskew, City Attorney David Mullens and Interim City Clerk Jenna Tidwell were present. **Guest Present** - The guests sign-in sheets are filed in the office of the City Clerk.

Invocation – Mayor Deen gave the invocation.

Pledge of Allegiance – The Pledge of Allegiance was led by Mayor Deen.

Consideration to approve or amend the agenda – Reiser made a motion to approve the agenda as presented. Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve Minutes of Meetings - Johnson made a motion to approve the minutes from the June 8, 2021, Regular Council Meeting. Reiser seconded the motion. **Motion passed unanimously.**

Reports were given by the following Staff or Committees:

- | | | |
|---|-----------------------|----------------------|
| • | Police Department | Chief James Breletic |
| • | Fire Department | Chief Clint Hodges |
| • | Public Works | EOM |
| • | Historical Commission | Pearl Boynes |
| • | Planning and Zoning | Lon Harden |
-

Public Comments (Limited to Agenda Items only) – No public Comments.

NEW BUSINESS

Consideration to approve 2021 Events Calendar – Reiser made a motion to approve the 2021 events calendar. Johnson seconded the motion. **Motion passed unanimously.**

Consideration to approve city manager preparation of an RFP regarding 113 W. Central Blvd. – Johnson made a motion to approve the city manager of an RFP regarding 113 W. Central Blvd. Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve Resolution 2021-03 regarding the Employee Handbook - Reiser made a motion to approve the Resolution 2021-03 regarding implementing the Employee Handbook. Mayor Deen seconded the motion. Johnson, and Lee oppose. **Motion failed.**

Consideration to approve Resolution 2021-05 regarding Pay Plan and Employee Classification – Johnson made a motion to approve the Resolution 2021-05 regarding pay plan and employee classification. Reiser seconded the motion. **Motion passed unanimously.**

Consideration to approve Resolution 2021-06 regarding Service Delivery Strategy - Johnson made a motion to approve Resolution 2021-06 regarding service delivery strategy. Lee seconded the motion. **Motion passed unanimously.**

Consideration to approve Resolution 2021-07 regarding the county running city elections – Lee motioned to approve Resolution 2021-07 regarding the county running city elections. Reiser seconded the motion. **Motion passed unanimously.**

First read of Ordinance 2021-05 regarding a budget amendment for FY 2020/2021 - made a motion approve City Manager to hire summer interns. Reiser seconded the motion. **Motion passed unanimously.**

GENERAL GOVERNMENT

City Manager Candidates – No open discussion.

Dates to Remember:

- a. Thursday, July 27, 2021, at 7:00 p. m. – Planning and Zoning July Meeting, C.D. Dean, Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia Street, Guyton, GA 31312
 - b. Tuesday, August 3, 2021, at 7:00 p.m. City Council Workshop, C.D. Dean Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia St., Guyton, GA 31312
 - c. Tuesday, August 10, 2021, at 7:00 p.m. - City Council Meeting, C.D. Dean Jr., Public Safety Complex, City of Guyton Gymnasium, 505 Magnolia St., Guyton, GA 31312
-

Consideration to move from the Regular Meeting into an Executive Session referencing Litigation, Personnel, and Property Acquisition - Johnson made a motion at approximately 8:17 p.m. to move from this meeting into an Executive Session reference personnel. Lee seconded the motion, **Motion passed unanimously.**

Consideration to take any action needed arising from Executive Session – No action was taken.

Public Comments (Limited to Agenda Items only) – No public comments.

Adjournment – Reiser made a motion at approximately 8:42 p.m. to adjourn this meeting. Johnson seconded the motion. **Motion passed unanimously.**

Russ Deen, Mayor

Jenna Tidwell, Interim City Clerk



Goforth Williamson, Inc.
 Mail To: 373 O'Dell Road
 Ship To: 377 O'Dell Road
 Griffin, GA 30224
 United States of America

Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: C216856 Date: 23-Apr-21

To

Enviroworx Operations Management
 480 Edsel Drive
 Suite 100
 Richmond Hill, GA 31324
 United States of America

Quote To

Charlie Heino
 EOM Public Works LLC
 480 Edsel Drive
 Suite 100
 Richmond Hill, GA 31324
 United States of America

Ph: 912-756-5997

Fax: 912-756-5882

Ph: 912-756-3834

Fax: 912-756-5882

Terms	Ship Via	Salesperson	
Net 30 Days	Pre-Pay& ADD	JLEGAN	
Quantity	Description	Unit Price	Amount
	Reference: Water Tower GRM PER YOUR REQUEST, WE ARE PLEASED TO QUOTE THE FOLLOWING:		
	Line: 001 Expiration Date: 23-May-21 Part: WATER TOWER GRM INST. Rev: Guyton-Water Tower Control PNL Installation to include: <ul style="list-style-type: none"> Securing new panels to floor, wall, or posts Securing all grounding Connecting any conduit hubs to panel Pulling any field wiring if necessary Ensuring all field wiring is of proper length and proper type Re-terminating of all wiring in new panels Installing SC1000 Pump controller in existing Panel at Water tower Station Complete testing and startup. Setup station GRM account Cleaning of work area <p>*For each panel, pumps must be able to be taken out of service during work to be performed and main power feed ahead of each panel must be electrically disconnected.</p> <p>*Extra costs may be incurred if conduit entry is cemented or permanently sealed between control panel and wet well.</p> <p>Upon the above Scope of Work, should any additional work or additional parts not listed above be required, a revised Scope of Work and quote will be submitted. No additional work will be performed, or additional parts supplied prior to approval.</p> <p>Water Tower Panel to include: -20x16x8 AM Series Fiberglass Enclosure -Grundfos CIU 901 -IO351B -CIM280 Cellular communication card -Cellular Antenna -Banner Gateway Data Radio -Breaker</p>		



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Ph: 770-467-0303

Fax: 770-467-0301

Quote

ID: C216856 Date: 23-Apr-21

To

Enviroworx Operations Management
 480 Edsel Drive
 Suite 100
 Richmond Hill, GA 31324
 United States of America

Quote To

Charlie Heino
 EOM Public Works LLC
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Ph: 912-756-5997

Fax: 912-756-5882

Ph: 912-756-3834

Fax: 912-756-5882

Terms		Ship Via	Salesperson
Net 30 Days		Pre-Pay& ADD	JLEGAN
Quantity	Description	Unit Price	Amount
	<ul style="list-style-type: none"> -Surge Protector -24VDC Power Supply -Analog Signal Splitter -Relays, Pilot lights as needed <p>Well Pump Panels to include:</p> <ul style="list-style-type: none"> -20x16x8 AM Series Fiberglass Enclosure -Banner Node Data Radio -Breaker -Surge Protector -24VDC Power Supply -Relays, Pilot lights as needed <p>** 1 year of GRM data plan is included in quote.</p> <p>Control panels to include:</p> <ul style="list-style-type: none"> - Full functional testing at panel shop - UL labeling - Drawing package including wiring schematics, layout, and field connections - All terminals, wires, and components inside panel labeled per drawings - Panel nameplates labeled per drawings or specifications - Panel rated for 5kA short circuit current rating unless otherwise specified <p>CONTROL PANEL TERMS OF QUOTATION:</p> <ul style="list-style-type: none"> - Panel is built by a certified UL508A panel shop. - Panel is quoted with one year warranty from date of delivery. - Shipping charges are included on this quotation. - Tax not included unless specifically stated on this quotation. - Unless explicitly listed in this quotation, this quote excludes: motors, internal motor sensing devices, mounting hardware, field disconnects, junction boxes, automatic transfer switches, remote operator devices, field installation, startup, field wiring, field devices, level transducers, floats or other level devices, generator receptacles, or generator plugs. - One copy of electronic drawings provided with this quotation which includes wiring schematic, panel layout, and bill of material. - As-built drawings will be laminated and pasted to inside of panel door. - Full hardware submittal with data sheets included in price and will be provided upon request from customer. 		



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Quote

ID: C216856 Date: 23-Apr-21

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Fax: 912-756-5882

Terms		Ship Via	Salesperson	
Net 30 Days		Pre-Pay& ADD	JLEGAN	
Quantity	Description	Unit Price	Amount	
1	<ul style="list-style-type: none"> - Engineering time for submittals will be billed if the job is cancelled after submittals have been started. - Quote is based on information provided at the time of the quote, incorrect or incomplete information may void the quote. - GWI not responsible for omitted specs/plans/information at time of quotation. - Custom control panels, after fabrication has begun, are non-cancellable and non-returnable. - No warranty will be provided on customer supplied parts. - Typical submittal lead time is 2 weeks contingent on panel complexity. - For a custom written O&M manual, add \$1,200 to this quotation. - Electronic submittals included. Add \$60 for each hard copy of submittals required. 	\$18,964.00	\$18,964.00	
	<p>PLEASE NOTE:</p> <ol style="list-style-type: none"> 1. Freight: FOB Origin, ground freight prepaid and charged to curbside of first location. 2. Price "does not" reflect Sales Tax, Documentation, Drawings, or Special Paperwork. 3. We can now accept Visa, Mastercard, American Express and Discover. Please contact us if you would like to pay via credit card. A 5% surcharge will be added to the invoice amount. 4. GWI will provide 1-year warranty on workmanship and materials from the date of delivery 5. Please reference Quote on Purchase order and send your Purchase orders to PurchaseOrders@GoforthWilliamson.com <p>THANK YOU FOR THE OPPORTUNITY TO PROVIDE THIS QUOTE. PLEASE CALL 770-467-0303, OR YOUR SALES REP, IF YOU HAVE ANY QUESTIONS.</p>	Total:	\$18,964.00	



PROJECT ESTIMATE

Company: City of Guyton
Contact:
Address:
City, State, Zip:
Phone:
Email: [Email](#)

Date: June 1, 2021
Estimated By: Josh Davis
Project Location: Address
Prevailing Wage: No
Tax Type: Exempt
Tax Rate:

Project: Central Avenue Well

Description	Unit	Quantity	Price	Total
Layne crew to mobilize to site, remove existing motor and pump,				
Perform down hole video survey, perform inspection of motor and				
pump and all appurtenances, raise head 1' as required by EPD,				
and reinstall equipment.	LS	1	\$ 18,970.00	\$ 18,970.00
				\$ -
				\$ -
				\$ -
* After inspection of existing motor and pump, recommendations				\$ -
will be made for any replacement or repairs needed.				\$ -
				\$ -
				\$ -
				\$ -

Total Project Estimate \$ 18,970.00
 Taxable Amount \$ -
 Sales Tax
Total Price \$ **18,970.00**

Clarifications

1. Please provide a copy of your tax exempt certificate, if applicable.
2. Please provide the physical site address where the work is to be performed.
3. This quote is valid for 30 days from above date.
4. Based upon Layne Christensen Company's attached Terms & Conditions.
5. Layne Christensen Company's payment terms are "Net 30".
6. Signing this project estimate authorizes Layne Christensen Company to proceed with your project
7. Price does not consider prevailing wage, if required the daily labor rate will be revised accordingly.

Layne Christensen Company

Owner Name

Josh Davis

 Date

06/01/21

City of Guyton

 Date



PROJECT ESTIMATE

Company: City of Guyton
Contact:
Address:
City, State, Zip:
Phone:
Email: [Email](#)

Date: June 1, 2021
Estimated By: Josh Davis
Project Location: Address
Prevailing Wage: No
Tax Type: Exempt
Tax Rate:

Project: Pine St Well

Description	Unit	Quantity	Price	Total
Layne crew to mobilize to site, remove existing motor and pump,				
Perform down hole video survey, perform inspection of motor and				
pump and all appurtenances, raise head 1' as required by EPD,				
and reinstall equipment.	LS	1	\$ 18,970.00	\$ 18,970.00
				\$ -
				\$ -
				\$ -
* After inspection of existing motor and pump, recommendations				\$ -
will be made for any replacement or repairs needed.				\$ -
				\$ -
				\$ -
				\$ -

Total Project Estimate \$ 18,970.00
 Taxable Amount \$ -
 Sales Tax
Total Price \$ **18,970.00**

Clarifications

1. Please provide a copy of your tax exempt certificate, if applicable.
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5. Layne Christensen Company's payment terms are "Net 30".
6. Signing this project estimate authorizes Layne Christensen Company to proceed with your project
7. Price does not consider prevailing wage, if required the daily labor rate will be revised accordingly.

Layne Christensen Company

Owner Name

Josh Davis

 Date

06/01/21

City of Guyton

 Date

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NUMBER 2021-05

**AN ORDINANCE OF THE CITY OF GUYTON AMENDING THE CITY OF GUYTON
BUDGET FOR THE YEAR ENDED JUNE 30, 2021; TO PROVIDE FOR
SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL
ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT
HEREWITH; AND FOR OTHER PURPOSES.**

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

WHEREAS, Section 6.25 of the Charter of the City of Guyton provides that the Mayor of the City of Guyton shall each year submit to the City Council a proposed operating budget for the ensuing fiscal year; and

WHEREAS, Section 6.29 of the Charter of the City of Guyton provides that the Mayor of the City of Guyton shall each year submit to the City Council a proposed capital budget for the ensuing fiscal year; and

WHEREAS, the Mayor of the City of Guyton has submitted to the City Council a proposed budget for the year ending June 30, 2021 and

WHEREAS, the City Council adopted said budget; and

WHEREAS, the Mayor of the City of Guyton is hereby presenting to the City Council a proposed Budget Amendment for the fiscal year ending June 30, 2021, which is attached hereto as Exhibit A; and

WHEREAS, Section 6.26(b) of the Charter of the City of Guyton provides that “[a]doption of the budget shall take the form of an appropriations ordinance setting out the estimated revenues in detail by sources and making appropriations according to fund and by organizational unit, purpose, or activity . . .”

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

Section 1. Adoption Budget Amendment for the Year Ending June 30, 2021. The City Council of the City of Guyton hereby adopts the Budget Amendment attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

Section 2. Severability. If any section, clause, sentence or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

Section 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this ordinance are hereby repealed.

Section 4. Effective Date. This ordinance including the Budget attached hereto shall become effective upon the first day of the fiscal year ending June 30, 2021.

SO ORDAINED, this ____ day of _____, 2021.

CITY OF GUYTON

Hon. Russ Deen, Mayor

Attest: _____

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

EXHIBIT A

City of Guyton Budget Amendment for the Fiscal Year Ending June 30, 2021

City of Guyton, Georgia

FY 2021 BUDGET AMENDMENT #1

ORDINANCE NUMBER 2021-

**An Ordinance to provide for the First Amendment to the budgets of the various funds of the City of
For the year ended June 30, 2021**

It is hereby ordained by the governing authority of the City of Guyton, Georgia that the 2021 budget be amended to reflect the following budget amendment for the year ended June 30, 2021:

General Fund	Original Budget	Increase (Decrease)	Amended Budget
Revenues and other Financing Sources			
Taxes	\$ 721,448	\$ 221,322	\$ 942,770
Licenses & permits	104,619	44,276	148,895
Intergovernmental	30,425	119,756	150,181
Charges for services	200,000	113,160	313,160
Fines & forfeitures	30,000	14,641	44,641
Miscellaneous	6,604	26,047	32,651
Investment earnings	-	71	71
Other financing sources (interfund transfers)	-	566,113	566,113
Total Revenues and other Financing Sources	\$ 1,093,096	\$ 1,105,386	\$ 2,198,482
Expenditures			
Other General Government	\$ 60,500	\$ 87,293	\$ 147,793
City Council	30,669	33,583	64,252
General Administration	284,613	438,954	723,567
Public safety - Police	305,612	313,373	618,985
Public works - Streets	206,702	126,088	332,790
Public works - Sanitation	200,000	46,585	246,585
Recreation - Historical Commission and Leisure services	5,000	7,316	12,316
Debt service	-	52,194	52,194
Total Expenditures	\$ 1,093,096	\$ 1,105,386	\$ 2,198,482

Water and Sewer Fund

Revenues and Other Financing Sources

Charges for services	\$ 1,000,000	\$ 83,047	\$ 1,083,047
Miscellaneous	40,500	42,489	82,989
Other financing sources	<u>278,300</u>	<u>702,950</u>	<u>981,250</u>
Total Revenues and other Financing Sources	\$ <u>1,318,800</u>	\$ <u>828,485</u>	\$ <u>2,147,285</u>

Expenditures and Other Financing Uses

Wages	\$ 31,160	\$ 6,199	\$ 37,359
Payroll tax	1,893	(8)	1,884
Legal and professional	447,740	(31,077)	416,663
Insurance	20,833	7,642	28,475
Utilities	60,000	6,634	66,634
Supplies	58,250	(12,820)	45,430
Postage	5,500	(2,794)	2,706
Chemicals	5,000	(2,395)	2,605
Other	37,050	(3,005)	34,045
Repairs and Maintenance	92,000	50,359	142,359
Depreciation	-	342,000	342,000
Interest	-	330,550	330,550
Other financing uses (interfund transfers)	<u>420,100</u>	<u>276,476</u>	<u>696,576</u>
Total Expenditures and other Financing Uses	\$ <u>1,179,526</u>	\$ <u>967,759</u>	\$ <u>2,147,285</u>

Fire Fund

Revenues and Other Financing Sources

Charges for services	-	\$ 3,745	\$ 3,745
Other financin sources - Sale of Assets	-	<u>46,258</u>	<u>46,258</u>
Total Revenues and other Financing Sources	\$ <u>-</u>	\$ <u><u>50,003</u></u>	\$ <u><u>50,003</u></u>

Expenditures and Other Financing Uses

Public safety - Fire	\$ -	\$ 33,339	\$ 33,339
Debt service	-	101,584	101,584
Interfund transfers (closeout of fund)	-	<u>149,144</u>	<u>149,144</u>
Total Expenditures and other Financing Uses	\$ <u>-</u>	\$ <u><u>284,066</u></u>	\$ <u><u>284,066</u></u>

<i>Use of prior year reserves (fund balance)</i>	\$ <u>-</u>	\$ <u><u>234,064</u></u>	\$ <u><u>234,064</u></u>
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Debt Service Trust Fund

Investment earnings	\$ -	\$ 14	\$ 14
Other Financing Sources - Transfer from Water and Sewer Fund	-	<u>418,750</u>	<u>418,750</u>
Total Revenues and other Financing Sources	<u>\$ -</u>	<u>\$ 418,764</u>	<u>\$ 418,764</u>

Other Financing Uses - Transfer to Water and Sewer Fund	<u>\$ -</u>	<u>\$ 418,750</u>	<u>418,750</u>
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SPLOST Fund

Revenues - Intergovernmental	<u>\$ -</u>	<u>\$ 354,339</u>	<u>354,339</u>
Expenditures			
Public safety - Police	\$ -	\$ 66,045	66,045
Public works - Streets	-	169,739	169,739
Recreation	-	<u>134,031</u>	<u>134,031</u>
Total Expenditures	<u>\$ -</u>	<u>\$ 369,815</u>	<u>369,815</u>
<i>Use of prior year reserves (fund balance)</i>	<u>\$ -</u>	<u>\$ 15,476</u>	<u>15,476</u>

Adopted this ____ day of _____, 2021

CITY OF GUYTON, GEORGIA

By: _____
Russ Deen, Mayor

By: _____
Michael Johnson, Sr., Mayor Pro Tem

By: _____
Councilwoman Hursula Pelote, Councilman

By: _____
Marshal T. Reiser, Councilman

By: _____
Joseph T. Lee, Councilman

Attest: _____
Jenna Tidwell, Interim City Clerk

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2021

				Original Budget	Amendment #1	Amended Budget
Taxes						
100-31-1310	Motor Vehicle Tax	R	2,923	877	3,800	
100-31-1312	Title A. V. Tax - LOST	R	33,774	61,525	95,299	
100-31-1313	Title A. V. Tax - SPLOST	R	27,026	(27,026)	-	
100-31-1315	Ad Valorem/Property Ta	R	198,539	14,717	213,256	
100-31-1600	Real Estate Transfer Ta	R	723	512	1,235	
100-31-1700	Franchise Tax	R	97,303	14,058	111,361	
100-31-3100	Local Option Sales Tax	R	236,540	72,443	308,982	
100-31-3101	Splost Excise Tax	R	-	3,786	3,786	
100-31-4016	Lost Excise Tax	R	11,329	(6,372)	4,957	
100-31-4200	Beer And Wine Tax	R	47,628	7,579	55,207	
100-31-6200	Insurance Premium Tax (R	63,000	71,602	134,602	
100-31-8000	Intangible Taxes	R	2,663	7,621	10,284	
Total Taxes			721,448	221,322	942,770	
Licenses & permits						
100-32-1000	Business License Fee	R	15,219	(3,214)	12,005	
100-32-1100	Alcohol Beverage License	R	1,000	5,500	6,500	
100-32-1105	Alcohol Beverage License	R	7,800	(7,800)	-	
100-32-2210	Zoning Fees	R	600	150	750	
100-32-3100	Building Permits	R	80,000	49,640	129,640	
Total Licenses & permits			104,619	44,276	148,895	
Intergovernmental						
100-33-1110	Cares Act Funding	R	-	116,526	116,526	
100-33-4310	Lmig	R	30,425	3,230	33,655	
Total Intergovernmental			30,425	119,756	150,181	
Charges for services						
100-34-2900	Fire Collections - Count	R	-	91,016	91,016	
100-34-4190	Garbage Collection Fee	R	200,000	22,144	222,144	
Total Charges for services			200,000	113,160	313,160	
Fines & forfeitures						
100-35-1170	Pd Fees And Fines Accou	R	30,000	14,641	44,641	
Total Fines & forfeitures			30,000	14,641	44,641	
Investment earnings						
100-36-1100	Interest Earned	R	-	71	71	
Total Investment earnings			-	71	71	
Miscellaneous						
100-38-1000	Rent Income	R	6,000	-	6,000	
100-38-9020	Miscellaneous Revenue	R	-	16,101	16,101	
100-38-9050	Service Fees	R	604	(604)	-	

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2021

			Original Budget	Amendment #1	Amended Budget
100-38-9105	Insurance Recoveries	R	-	10,550	10,550
Total Miscellaneous			6,604	26,047	32,651
Other financing sources					
100-39-2100	Sale Of Assets	R	-	139,144	139,144
100-39-0215	Transfer from Fire (closeout)	R	-	149,144	149,144
100-39-0505	Transfer from Water & Sewer	R	-	277,826	277,826
Total Other financing sources			-	566,113	566,113
Other General Government					
100-1000-5117	Merit Compensation	E	-	11,137	11,137
100-1000-5121	Insurance - Group	E	-	(725)	(725)
100-1000-5122	Taxes - Payroll & Unemp	E	-	256	256
100-1000-5124	Gma Retirement Fund	E	-	896	896
100-1000-5127	Workers Comp	E	26,000	(36,871)	(10,871)
100-1000-5237	Training & Travel	E	-	116	116
100-1000-5319	Election Expense	E	-	-	-
100-1000-5321	Seasonal Decorations	E	1,000	(1,000)	-
100-1000-5222	City Prty-Maintenance/	E	-	27,279	27,279
100-1000-5325	New Zoning Codification	E	8,500	(6,375)	2,125
100-1000-5231	General Insurance	E	15,000	2,997	17,997
100-1000-5715	Building Inspector	E	-	50,610	50,610
100-1000-5735	P&Z Committee Pay	E	-	2,200	2,200
100-1000-5791	Contingency	E	10,000	36,774	46,774
Total Other General Government			60,500	87,293	147,793
City Council					
100-1100-5111	Salaries	E	19,200	-	19,200
100-1100-5122	Payroll Taxes	E	1,469	(245)	1,224
100-1100-5231	General Insurance	E	-	6,775	6,775
100-1100-5237	Training & Travel	E	10,000	(5,316)	4,684
100-1100-5318	Miscellaneous Expense	E	-	12,035	12,035
100-1100-5319	Contingency Expense	E	-	20,335	20,335
Total City Council			30,669	33,583	64,252
General Administration					
100-1500-1710	Bank Charges	E	400	360	760
100-1500-1790	Penalties	E	3,500	(3,500)	-
100-1500-5003	Employee Insurance	E	16,800	(212)	16,588
100-1500-5111	Salaries	E	105,000	(21,419)	83,581
100-1500-5122	Payroll Taxes	E	8,033	877	8,910
100-1500-5124	Retirement	E	1,500	1,188	2,688
100-1500-5131	General Insurance	E	-	2,266	2,266
100-1500-5200	Contract Labor - City Manager	E	-	5,000	5,000
100-1500-5212	Audit	E	7,500	6,000	13,500

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2021

			Original Budget	Amendment #1	Amended Budget
100-1500-5214	Legal Services	E	60,000	58,153	118,153
100-1500-5215	Engineering	E	-	420	420
100-1500-5216	Professional Services	E	24,000	121,521	145,521
100-1500-5222	Building Maintenance	E	-	14,707	14,707
100-1500-5233	Ads	E	2,500	1,002	3,502
100-1500-5235	Travel & Training	E	6,000	2,338	8,338
100-1500-5236	Dues	E	5,000	(720)	4,280
100-1500-5240	Postage	E	1,500	5,366	6,866
100-1500-5242	Telephone	E	12,000	1,882	13,882
100-1500-5250	Utilities	E	10,000	(3,370)	6,630
100-1500-5310	Office Supplies	E	8,000	10,505	18,505
100-1500-5319	Covid-19 Expense	E	-	320	320
100-1500-5395	Budget Workshop	E	-	425	425
100-1500-5424	Computer Equipment	E	2,500	(3,194)	(694)
100-1500-5425	Office Equipment & Repairs	E	-	658	658
100-1500-5426	Alarm System	E	800	111	911
100-1500-5429	Accounting Software	E	4,000	14,816	18,816
100-1500-5820	Interest - Cc	E	-	38	38
100-1500-5790	Contingency	E	5,581	223,414	228,995
Total General Administration			284,613	438,954	723,567
Public safety - Police					
100-3200-5105	Salaries	E	194,512	54,785	249,297
100-3200-5107	Pd - Salary, Police Chief	E	-	100	100
100-3200-5108	Pd - Wages, Clerk	E	-	300	300
100-3200-5113	Overtime	E	6,531	1,167	7,698
100-3200-5121	Payroll Taxes	E	15,380	4,287	19,667
100-3200-5124	Retirement	E	3,000	(3,000)	-
100-3200-5127	Worker's Compensation	E	-	9,345	9,345
100-3200-5131	General Insurance	E	-	15,592	15,592
100-3200-5133	Employee Insurance	E	28,800	10,600	39,400
100-3200-5222	Maintenance	E	2,500	(1,048)	1,452
100-3200-5232	Postage	E	300	(240)	60
100-3200-5237	Training & Travel	E	2,000	(207)	1,793
100-3200-5245	Judge	E	2,700	550	3,250
100-3200-5250	Public Defender	E	7,680	(3,630)	4,050
100-3200-5255	Utilities	E	8,000	8,210	16,210
100-3200-5260	Pd - Public Defender	E	-	800	800
100-3200-5265	Enforcement Expense	E	832	1,817	2,649
100-3200-5310	Office Supplies	E	5,000	(2,430)	2,570
100-3200-5317	Uniforms	E	3,500	(328)	3,172
100-3200-5322	Global Software	E	813	3,537	4,350
100-3200-5330	Gas	E	14,000	2,929	16,929
100-3200-5335	Pd Miscellaneous	E	-	3,049	3,049
100-3200-5360	Tech Fund	E	-	184	184

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2021

			Original Budget	Amendment #1	Amended Budget
100-3200-5370	Ammunition	E	750	(750)	-
100-3200-5424	Vehicle Maintenance	E	6,000	2,967	8,967
100-3200-5425	Pd-Eqpmnt Mntc/Rpr - Ofc	E	-	900	900
100-3200-5426	Weapons	E	1,000	(157)	843
100-3200-5431	Pd - Gsccca	E	-	5,645	5,645
100-3200-5432	Pd - Eff Cnty Victim Witn	E	-	815	815
100-3200-5433	Pd - Peace Officers A & B	E	-	1,523	1,523
100-3200-5440	Alarm System	E	600	251	851
100-3200-5733	Sheriff'S Office	E	1,714	(85)	1,629
100-3200-5499	Contingency	E	-	195,897	195,897
Total Public safety - Police			305,612	313,373	618,985
Public works - Streets					
100-4200-5110	Salaries	E	66,560	5,004	71,564
100-4200-5121	Employee Insurance	E	14,400	2,550	16,950
100-4200-5123	Payroll Taxes	E	5,092	375	5,466
100-4200-5124	Retirement	E	6,000	(6,000)	-
100-4200-5127	Worker's Compensation	E	-	7,486	7,486
100-4200-5212	Engineering	E	15,000	(14,606)	394
100-4200-5216	Professional Services	E	-	-	-
100-4200-5221	Equipment Repairs	E	1,500	9,225	10,725
100-4200-5223	Repairs And Maintenanc	E	-	4,010	4,010
100-4200-5224	Road Maintenance	E	10,000	(8,099)	1,901
100-4200-5227	Ditch Maintenance	E	10,000	(10,000)	-
100-4200-5228	Vehicle Maintenance	E	5,000	9,438	14,438
100-4200-5230	Lanscaping Services	E	9,600	11,400	21,000
100-4200-5238	County Contract - Inmate Supe	E	-	-	-
100-4200-5250	Utilities - Garage	E	1,200	2,502	3,702
100-4200-5260	Utilities - Street Lights	E	52,000	4,986	56,986
100-4200-5265	Utilities - Tree Lights	E	350	(350)	-
100-4200-5310	Supplies	E	5,000	1,933	6,933
100-4200-5316	Repairs, Small Equipment	E	-	47	47
100-4200-5317	Uniforms - Street	E	2,000	(309)	1,691
100-4200-5421	Pw Street Equip.	E	-	636	636
100-4200-5423	Gas	E	3,000	540	3,540
100-4200-5422	Capital Outlays - Street	E	-	-	-
100-4200-5499	Contingency	E	-	105,321	105,321
Total Public works - Streets			206,702	126,088	332,790
Public works - Sanitation					
100-4500-5221	Garbage Fee/Sanitation	E	200,000	(31,454)	168,546
100-4500-5790	Contingency	E	-	78,039	78,039
Total Public works - Sanitation			200,000	46,585	246,585
Recreation - Historical Commission and Leisure services					

City of Guyton
Budget Amendment #1 - General Fund
For the Year Ended June 30, 2021

			Original Budget	Amendment #1	Amended Budget
100-6100-5300	Supplies	E	-	3,900	3,900
100-6100-5310	Leisure Services	E	-	344	344
100-6100-5395	Events, Special/City	E	-	4,174	4,174
100-6100-5425	Capital Outlays - Recreation	E	-	-	-
100-6100-5790	Contingency	E	5,000	(1,102)	3,898
Total Recreation - Historical Commission and Leisure serv			5,000	7,316	12,316
Debt service					
100-1000-5822	Debt Service- Capital Lease- EE			52,194	52,194
Total Debt service			-	52,194	52,194
TOTAL GENERAL EXPENSE			1,093,096	1,105,386	2,198,482
TOTAL GENERAL REVENUE			1,093,096	1,105,386	2,198,482
SURPLUS(DEFICIT)				-	-

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2021

				Original Budget	Amendment #1	Amended Budget
Charges for services						
505-34-4210	Water Revenue	R	500,000	111,262	611,262	
505-34-4255	Sewage Revenue	R	500,000	(27,686)	472,314	
505-34-4999	Deposit Discrepancies	R	-	320	320	
505-34-609	Late Fees & Penalties	R	-	(849)	(849)	
Total Charges for services				1,000,000	83,047	1,083,047
Miscellaneous						
505-37-9111	Meter Fees, New Constru	R	30,000	28,985	58,985	
505-37-9112	Admin. Fee, Water Tap	R	2,500	9,289	11,789	
505-37-9113	Miscellaneous Income	R	-	35	35	
505-38-9100	Return Check Fees	R	500	(320)	180	
505-38-9102	Water Service Charge	R	-	7,275	7,275	
505-38-9103	Sewage Service Charge	R	7,500	(2,775)	4,725	
Total Miscellaneous				40,500	42,489	82,989
Other financing sources						
505-39-1320	Cut In/Tap/Impact	R	278,300	284,200	562,500	
505-39-1400	Transfer in from Debt Service	R	-	418,750	418,750	
505-39-1505	Transfer in from SPLOST	R	-	-	-	
Total Other financing sources				278,300	702,950	981,250
Wages						
505-5100-0052	Salaries	E	30,160	6,219	36,379	
505-5100-0053	Overtime	E	1,000	(20)	980	
Total Wages				31,160	6,199	37,359
Payroll tax						
505-5122-0052	Payroll Taxes	E	1,893	(8)	1,884	
Total Payroll tax				1,893	(8)	1,884
Legal and professional						
505-5210-0010	Audit	E	7,500	6,000	13,500	
505-5210-0012	Legal Services	E	50,000	(5,457)	44,543	
505-5210-0014	Professional Fees	E	330,240	(11,269)	318,971	
505-5210-0016	Engineering	E	25,000	(11,731)	13,269	
505-5210-0018	Mapping	E	35,000	(26,305)	8,695	
505-5210-4414	Professional Fees	E	-	17,684	17,684	
Total Legal and professional				447,740	(31,077)	416,663
Insurance						
505-5231-0001	Employee Insurance	E	6,500	1,632	8,132	

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2021

			Original Budget	Amendment #1	Amended Budget
	505-5231-0005	Workers Comp	E 2,000	2,262	4,262
	505-5231-0010	General Insurance	E 6,330	1,710	8,040
	505-5231-4410	General Insurance	E 6,003	2,037	8,040
Total Insurance			20,833	7,642	28,475
Utilities					
	505-5240-0040	Utilities	E 45,000	18,851	63,851
	505-5240-4440	Utilities	E 15,000	(12,217)	2,783
Total Utilities			60,000	6,634	66,634
Supplies					
	505-5310-0001	Supplies	E 23,250	1,520	24,770
	505-5310-0005	Supplies - repairs	E 25,000	(5,973)	19,027
	505-5310-4400	Supplies	E 10,000	(8,367)	1,633
Total Supplies			58,250	(12,820)	45,430
Postage					
	505-5312-0010	Postage	E 5,500	(2,794)	2,706
Total Postage			5,500	(2,794)	2,706
Chemicals					
	505-5315-0001	Chemicals	E 5,000	(2,395)	2,605
Total Chemicals			5,000	(2,395)	2,605
Other					
	505-5240-4442	Telephone	E -	54	54
	505-5317-0010	Retirement	E 300	(300)	-
	505-5317-0015	Office Supplies	E 4,000	(2,026)	1,974
	505-5317-0020	Bank Charges	E 12,000	566	12,566
	505-5317-0025	Ads	E 250	(250)	-
	505-5317-0030	Training & Travel	E 1,000	(1,000)	-
	505-5317-0035	Dues	E 1,500	(218)	1,282
	505-5317-0040	Drinking Water Fees To Ep	E 6,000	5,375	11,375
	505-5317-0050	Gas	E 10,000	(3,204)	6,796
	505-5317-0070	Utility Locates	E 500	(500)	-
	505-5317-4405	Chemicals	E 1,500	(1,500)	-
Total Other			37,050	(3,005)	34,045
Repairs and Maintenance					
	505-5400-0060	Equipment	E 10,000	(1,203)	8,797
	505-5400-0065	Meters	E 30,000	59,645	89,645
	505-5400-0001	Sewer Repairs/Maintenance	E 27,000	9,816	36,816
	505-5400-0002	Water Repairs/Maintenance	E -	-	-

City of Guyton
Budget Amendment #1 - Water and Sewer Fund
For the Year Ended June 30, 2021

				Original Budget	Amendment #1	Amended Budget
505-5400-4401	WWTP Repairs/Maintenance	E	-	-	-	
505-5400-4405	Maintenance	E	25,000	(17,899)	7,101	
Total Repairs and Maintenance			92,000	50,359	142,359	
Depreciation						
505-5610-0001	Depreciation Expense	E	-	342,000	342,000	
Total Depreciation			-	342,000	342,000	
Interest						
505-8000-5820	Interest Expense	E	-	330,550	330,550	
Total Interest			-	330,550	330,550	
Other financing uses - Interfund transfers						
505-9000-1010	General Fund	E	-	277,826	277,826	
505-9000-1070	Debt Service	E	420,100	(1,350)	418,750	
Total Other financing uses - Interfund transfers			420,100	276,476	696,576	
TOTAL W/S EXPENSE			1,179,526	967,759	2,147,285	
TOTAL W/S REVENUE			1,318,800	828,485	2,147,285	
USE OF PRIOR RESERVES			_____	_____	_____	
TOTAL REVENUES AND USE OF PRIOR RESERVES			<u>1,318,800</u>	<u>828,485</u>	<u>2,147,285</u>	

City of Guyton
Budget Amendment #1 - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2021

				<u>Original Budget</u>	<u>Amendment #1</u>	<u>Amended Budget</u>
Fire Fund						
Fire revenues						
215-34-2900	City Fire/Rescue Fees	R	-	3,745		3,745
Other financing sources (uses)						
215-3500-711	Commissions on Sale of Assets	E	-	(14,620)		(14,620)
215-39-2100	Sale of Assets	R	-	60,878		60,878
Total Public safety - fire			-	46,258		46,258
TOTAL FIRE REVENUE			<u>-</u>	<u>50,003</u>		<u>50,003</u>
Public safety - fire						
215-3500-5103	Bank Fees	E	-	80		80
215-3500-5120	General Insurance	E	-	2,899		2,899
215-3500-5127	Woerker's Compensation	E	-	2,917		2,917
215-3500-5212	Professional Fees	E	-	27,443		27,443
Total Public safety - fire			-	33,339		33,339
Debt service						
215-8000-5124	Debt service	R	-	101,584		101,584
Other financing uses - Interfund transfers						
215-9000-6100	Transfer to general fund		-	149,144		149,144
TOTAL FIRE EXPENSE			<u>-</u>	<u>284,066</u>		<u>284,066</u>
TOTAL FIRE REVENUE			-	50,003		50,003
USE OF PRIOR YEAR RESERVES (FUND BALANCE)			-	234,064		234,064
			<u>-</u>	<u>284,066</u>		<u>284,066</u>
Debt Service Trust Fund						
Other financing sources						
400-39-1000	Transfer from Water and Sewer	R	-	139,583		139,583
400-9000-6116	Transfer from Water and Sewer	E	-	279,167		279,167
Total Other financing sources			-	418,750		418,750
Investment income						
400-36-1000	Interest income	R	-	14		14
Total Other financing sources			-	14		14
Interfund transfers						
400-9000-6112	Debt Expense (Transfer to w/s)	E	-	418,750		418,750
Total Interfund transfers			-	418,750		418,750
TOTAL DEBT SERVICE REVENUE			<u>-</u>	<u>418,764</u>		<u>418,764</u>

City of Guyton
Budget Amendment #1 - TSPLOST, Debt Service Trust, and SPLOST Funds
For the Year Ended June 30, 2021

TOTAL DEBT SERVICE EXPENSE				-	418,750	418,750
SURPLUS				-	<u>14</u>	<u>14</u>
SPLOST Fund						
Intergovernmental						
430-33-7100	SPLOST Revenue	R		-	354,339	354,339
Total Intergovernmental				-	354,339	354,339
Public safety - Police						
430-3200-230	Technology	E		-	6,986	6,986
430-3200-5425	Police Equipment	E		-	59,059	59,059
Total Public safety - Police				-	66,045	66,045
Public works - Streets						
430-4200-5414	Streets - Infrastructure	E		-	136,948	136,948
430-4200-5425	Streets - Equipment	E		-	32,791	32,791
Total Public works - Streets				-	169,739	169,739
Recreation						
430-6100-5424	Recreation Equipment	E		-	134,031	134,031
Total Recreation				-	134,031	134,031
Water & Sewer (Transfers to)						
430-9000-5430	Transfer to Water Sewer Fund			-	-	-
Total Intergovernmental				-	-	-
TOTAL SPLOST EXPENSE				<u>-</u>	<u>369,815</u>	<u>369,815</u>
TOTAL SPLOST REVENUE				-	354,339	354,339
USE OF PRIOR YEAR RESERVES (FUND BALANCE)				-	15,476	15,476
				<u>-</u>	<u>369,815</u>	<u>369,815</u>
Construction Trust Fund						
Investment income						
700-36-3616	Interest Income	R		-	41	41
Bank service charges						
700-5317-0020	Service Charge Expense	E		-	120	120

**CITY OF GUYTON
STATE OF GEORGIA**

Ordinance Number: 2021-06

AN ORDINANCE LEVYING A NET TAX TO MEET THE ORDINARY CURRENT AND EXTRAORDINARY EXPENSES OF THE CITY OF GUYTON, GEORGIA, FOR THE TAX YEAR 2021 AND FOR OTHER PURPOSES.

Section I.

IT IS HEREBY ORDAINED by the Governing Authority of the City of Guyton, Georgia, and it is hereby ordained by the authority of the same, that there be, and there is hereby levied a net tax of 3.234 mills on each one dollar (\$1.00) of the assessed value of the taxable property in said City of Guyton for the tax year 2021.

Section II.

BE IT FURTHER ORDAINED by the authority aforesaid that all ordinances in conflict with this ordinance be, and the same are hereby repealed.

Approved this the _____ day of _____, 2021.

Passed by the following votes: Yes: _____

No: _____

CITY OF GUYTON

Russ Deen, Mayor

ATTEST:

Jenna Tidwell, Interim City Clerk

**CITY OF GUYTON
STATE OF GEORGIA**

ORDINANCE NO. 2021-07

AN ORDINANCE TO AMEND THE ZONING ORDINANCE AND OFFICIAL ZONING MAP OF THE CITY OF GUYTON, GEORGIA, AS AMENDED; TO REZONE FROM R-1 ZONING CLASSIFICATION TO C-1 ZONING CLASSIFICATION CERTAIN REAL PROPERTY OWNED BY CLAUDETTE GRIFFIN KNOWN AS PARCEL NO. G0010037, LOCATED AT 108 CENTRAL BLVD., GUYTON, GA 31312; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of Guyton, Georgia is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government; and

WHEREAS, the Mayor and Council have authority to amend the zoning classification of parcels from time to time;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

SECTION 1. The Zoning Ordinance and Official Zoning Map of the City of Guyton, Georgia, as amended, be amended so that 1.26 acres of the 1.93 acre parcel described below, with said 1.26 portion of the parcel being depicted on the survey attached hereto as Exhibit 1, presently owned by Claudette Griffin, known as Parcel No. G0010037 and located at 108 Central Blvd., Guyton, Georgia 31312, be rezoned from its present “R-1” zoning classification to a zoning classification of “C-1”:

All that certain lot, tract or parcel of land situate, lying and being in the City of Guyton, 10th G.M. District, Effingham County, Georgia, having an Eastern frontage on Pine Street of One Hundred (100) feet and a uniform rectangular depth Westward of Two Hundred Ninety (290) feet. Said land being bounded on the North by lands, now or formerly, of Harold DeWitt, Sr. and land, now or formerly of Mrs. Wilhelmina P. Alsbrook, on the East by Pine Street, on the South by lands, now or formerly, of the Estate of A.W. Sowell, lands, now or formerly of the Estate of G. Phillip Morgan, and on the West by lands, now or formerly, of James Thompson.

SECTION 2. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 3. This ordinance shall become effective upon the date of adoption.

SECTION 4. The City Manager of the City of Guyton or his designee is hereby instructed to amend the Official Zoning Map of the City of Guyton to reflect the re-zoning reflected herein.

SO ORDAINED, this ____ day of _____, 2021.

CITY OF GUYTON

Hon. Russ Deen, Mayor

Attest: _____
Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

EXHIBIT 1

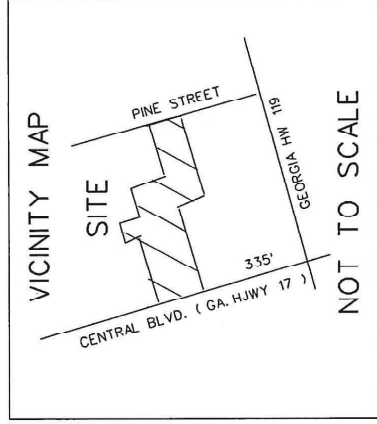
Survey showing 1.26 acre portion of 1.93 acre parcel owned by Claudette Griffin and known as Parcel No. G0010037 to be rezoned from its present zoning classification of “R-1” to a zoning classification of “C-1”

NOTE: BASED UPON REVIEW OF THE F.E.M.A. FLOOD INSURANCE RATE MAP, EFFINGHAM COUNTY, GEORGIA REFERENCING THE CURRENT EFFECTIVE SPECIAL FLOOD HAZARD AREA (SFHA) DATED 3/16/2015. THIS PROPERTY IS LOCATED IN "ZONE X": (OUTSIDE THE 500 YEAR FLOODPLAIN)

NOTE: SUBJECT PROPERTY IS A SURVEY OF MAP & PARCEL G001-037 OF THE EFFINGHAM COUNTY TAX ASSESSORS FILE.

APPROVED FOR RECORDING BY THE EFFINGHAM COUNTY ZONING ADMINISTRATOR.

ZONING ADMINISTRATOR _____ DATE _____



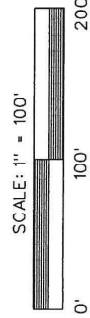
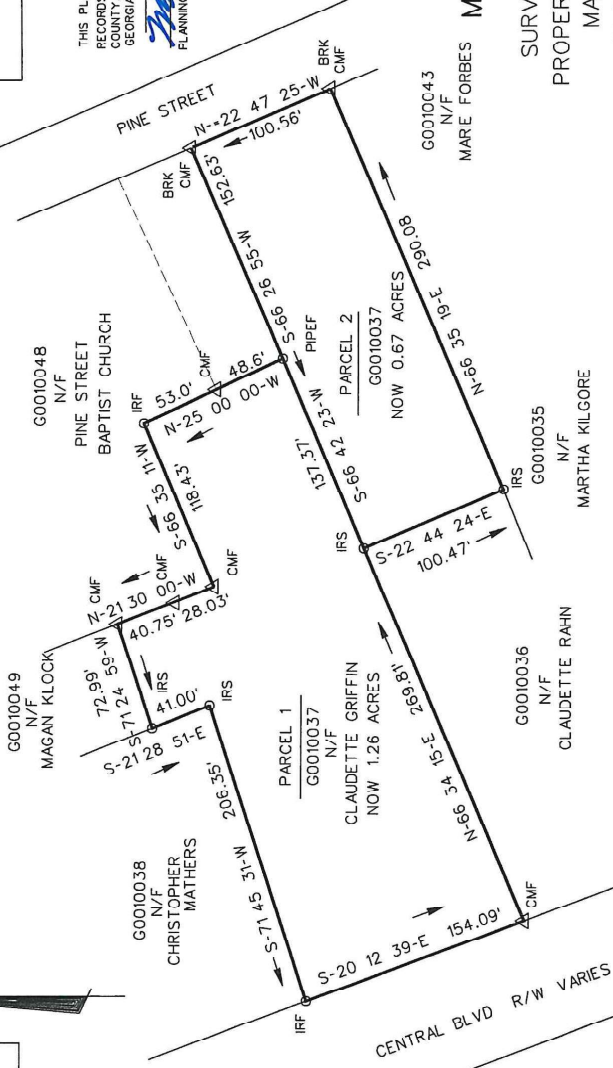
NOT TO SCALE

THIS PLAT IS APPROVED TO BE ENTERED IN THE PUBLIC RECORDS OF THE CLERK OF SUPERIOR COURT EFFINGHAM COUNTY, GEORGIA BY THE PLANNING DIRECTOR OF GUYTON, GEORGIA ON: 2/15/21 DATE
Marshall Reiser
 PLANNING DIRECTOR OF GUYTON

MINOR SUBDIVISION

SURVEY FOR
MARSHALL REISER
 MARE FORBES
 G0010043 N/F
 NOW 0.67 ACRES
 SURVEY OF 1.93 ACRES, THE PROPERTY OF CLAUDETTE A GRIFFIN MAP & PARCEL G0010036 IN THE CITY OF GUYTON GA. LOCATED IN THE 10TH. G.M.D. EFFINGHAM COUNTY, GEORGIA SURVEYED 11 MAY 2021
 PLAT DRAWN 12 MAY 2021
 MRIS.DGN MAY2021

REFERENCES:
 PE-21 PAGE 138
 PB-33 PAGE 86B



LEGEND:

- IRF 5/8" REBAR FOUND
 - IRS 3/4" REBAR SET
 - PL PROPERTY LINE
 - CMF CONC MON. FOUND
 - N/F NOW OR FORMERLY
 - PP POWER POLE
 - EQUIP. USED TOTAL STATION TOPCON 303
 - ERROR OF CLOSURE 1:24,000 PLAT NOT ADJUSTED
- ADCLPH N. MICHELIS & ASSO.
 736 SANDY RIDGE ROAD
 SYLVANIA, GEORGIA 30467
 PH. (912) 829 3972

SURVEYORS CERTIFICATION

This plat is a retracement of an existing parcel or parcels of land and does not subdivide or create a new parcel or make any change in the boundaries of an existing parcel. The information which created the parcel or parcels are listed hereon. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF THE LOCAL REGULATIONS OR REQUIREMENTS OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. Furthermore, the undersigned land surveyor certifies that this plat complies with the standards for property surveys in Georgia as set forth in the rules and regulations of the Georgia Board of Registration for Professional Land Surveyors and as set forth in O.C.G.A. Section 15-6-67.



Marshall Reiser
 GA REG. L.S. NO. 1323 5-15-21 DATE:



LowCountry Junk Removal

City of Guyton
113 W Central Blvd
Guyton, GA 31312

✉ mike.eskew@cityofguyton.com

ESTIMATE	#29
SCHEDULED DATE	Thu Jul 29, 2021 12:00am
TOTAL	\$20,612.50

CONTACT US

131 Taylor Drive
Guyton, GA 31312

☎ (912) 410-9100

✉ lowcountryjunkremoval@gmail.com

ESTIMATE

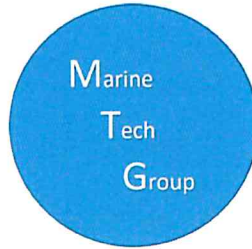
Services	amount
Demolition Demolition and removal of 2425 sq. ft home on property. Also removal of storage building on property.	\$20,612.50
Total	\$20,612.50

Price includes demolition and removal of home and out building on site.

Rough grading and removal of light over growth on property.

Includes all disposal fees, labor, fuel, permits and safety preparation.

To try and minimize dust as demolition occurs we will have water supply to continuously wet down the site.



Hydraulic & Mechanical Dredging

Marine Construction & Demolition

07-28-2021

Work to be performed: Demolition

Remove existing house. Dispose of building debris off-site. Proposal includes clearing of vegetation and rough grading of lot when disposal is complete. Sewer, water, and utilities disconnects done by others.

Location: 113 W Central Blvd. in Guyton, Ga.

House Demolition	\$18,000
Permits-Estimated	incl.
Asbestos Survey	incl.
Grounds clearing	\$ 3,000

Proposal includes:

- Removal of building and detached shed
- Asbestos testing only-no removals of HazMat materials
- GPCA permits and notifications if required
- Utility (sewer, water and gas disconnects)

Proposal does not include:

- Handling of Hazardous Materials, driveway or sidewalk repair or replacement
- Staking, surveying, dewatering, soil correction, fill dirt, sod, seed, fuel oil pumping or removal
- Removal of established hardwood trees
- Septic tank pumping and fill (see below for additional cost)
- Asbestos removal (see below for additional cost)

Septic Tank Pump and Fill	\$ 1,250
Asbestos Removal/Disposal	\$10,000

\$500.00 to schedule, ½ due to start permitting and mobilization, balance due after removals are complete. If you have any questions, please call Tim at 912-508-1351

Marine Tech Group LLC
GA Cert of Authority # 21178693
182 Old River Rd. Bloomingdale, GA

July 29, 2021

Mayor Russ Deen
City of Guyton
PO Box 99
Guyton, GA 31312
Russ.Deen@cityofguyton.com

Subject: City of Guyton Land Application System Site Expansion Site – Griner Tract -
Guyton, Effingham County, Georgia. Project 18-036-2021.

Dear Mayor Deen,

Nutter & Associates (NAI) is pleased to provide this scope and budget for professional consulting services related to the City of Guyton's Land Application System (LAS) in Effingham County, Georgia. The scope of work is detailed in the following tasks to be completed in accordance with the Georgia Environmental Protection Division's (GEPD) *Guidelines for Slow Rate Land Treatment of Municipal Wastewater* and additional requirements for site evaluation requested by GEPD via letter and email correspondence.

Task 1. Detailed Soil Investigation

Attached is a site map of the areas on the

Griner tract that will be investigated as part of the initial phase (Phase 1) of work that will be completed as part of the Detailed Soil Study of the site. The map shows proposed locations for the initial grouping of 167 soil borings and six (6) temporary wells. These borings and wells will be advanced and installed to investigate characteristics of the site soils and shallow hydrogeology at the Griner tract. After evaluating the soil and hydrogeologic data generated from the Phase 1 scope of work, NAI will complete a second phase of site work (Phase 2) to further delineate and refine the soil map unit boundaries and suitable area determinations.

Phase 1 Scope of Work

Initial Soil Investigation

NAI staff with expertise in soils, hydrology and land treatment will advance hand auger soil borings throughout the approximate 60-acre area preliminarily identified as suitable soils in Parker Engineering's Site Selection and Evaluation Report. A total of 167 soil borings are

proposed based on a 100-foot grid pattern, which equates to a boring intensity of approximately 4 borings per acre. Soil log descriptions will be recorded in the field for each soil boring. The descriptions will include soil horizons, texture, color, slope, depth to seasonal high-water table indicators, and depth to observed water-restrictive horizons.

Composite samples of the suitable soil series will be collected from the surface and subsurface soil horizons. The samples will be submitted to an agricultural soil testing laboratory for analysis of soil chemical properties important to land application system design. Specific tests that will be performed include soil pH, cation exchange capacity, percent base saturation, nutrients, and agronomic trace elements. The subsurface samples will also be analyzed for phosphorus adsorption capacity.

Field measurements of the saturated hydraulic conductivity from the limiting soil horizons, with respect to land treatment, will be conducted for each suitable soil series using the constant head permeameter (CHP) method. For purposes of this proposal, a total of nine saturated hydraulic conductivity measurements are anticipated.

All boring and test locations will be recorded using differentially corrected Global Navigation Satellite System (GNSS) data and plotted on a site map showing site features, soil map unit boundaries, and areas suitable for irrigation. Data collected as part of the soil evaluation will be utilized to develop a *preliminary* soil map for the site showing soil series and areas suitable for wastewater irrigation.

Subsequent Soil Investigation

Following preparation of the preliminary soil map, NAI will remobilize to the site and conduct additional soil surveying work to refine the locations of soil map unit boundaries and extents of suitable and unsuitable areas for wastewater irrigation. We anticipate this work can be performed over a two-day period involving two soil scientists and the budget reflects this level of effort. We estimate an additional 50 to 70 soil borings will be advanced and logged as part of the subsequent soil investigation.

All the additional soil borings will be recorded using differentially GNSS data and plotted on the preliminary soil map. The data will be utilized to construct a final soil survey map of the area of investigation.

Task 2. Hydrogeologic Investigation

Published regional and local geologic and hydrogeologic information/literature will be reviewed and evaluated by a Registered Professional Geologist as part of our hydrogeologic investigation of the site. The investigation will focus principally on the geologic and hydrogeologic characteristics of the upper 20 feet of geologic material and the Surficial Aquifer.

For purposes of this proposal six (6) temporary groundwater monitoring wells will be installed using hollow stem auger drilling technology at the locations indicated on the attached figure. The wells will be constructed inside borings drilled using 4.25-inch inner diameter hollow stem augers that produce an approximate 6.25-inch borehole. Core samples will be collected continuously to depths of 20 feet using direct push technology prior to drilling. Descriptions of the samples will be logged in the field by a Georgia Registered Professional Geologist. We anticipate the total well depths will range from 14 to 18 feet below the land surface (bls). The temporary wells will be constructed with two-inch diameter PVC well materials with flush threaded O-ring seals. Ten-foot sections of 0.01-inch mechanically slotted PVC will be used as well screen. Filter sand will be brought not more than two feet above the top of the well screen. The remaining annular space will be sealed with hydrated bentonite or bentonite grout. The temporary wells will be secured with expansion plugs and padlocked.

The temporary wells will be developed and allowed to recharge and stabilize. Once stabilized, slug tests will be performed at each temporary well using a pressure transducer to record changes in the water levels. Slug test data will be analyzed using AQTESOLV software to estimate the hydraulic conductivity of the Surficial Aquifer. Additionally, background water quality samples will be collected and submitted to an approved laboratory for analysis of nitrate-nitrogen, specific conductivity, total phosphorus, E. coli, RCRA 8 metals, and pH. The temporary wells will need to be abandoned or converted to permanent monitoring wells following completion of the project; this can be completed as part of a separate scope of work.

A drive-by receptor survey will be conducted within the appropriate site radius to identify nearby drinking water wells. Using GPS data collected at the site, NAI will review readily available regulatory and Geologic Survey databases to identify additional nearby underground sources of potable water.

The hydrogeologic investigation and literature review will be used to develop a description of the:

- regional and local geology and hydrogeology;
- estimated transmissivity of the surficial aquifer;
- groundwater potentiometric surface; and
- groundwater flow direction of the surficial aquifer.

Please note that the temporary wells and piezometers will need to be surveyed by a registered land surveyor to determine the top of casing elevations. The survey is necessary to construct a potentiometric surface map of the site's groundwater table. This service is not included in NAI's scope of work.

The information listed above will form the basis for a conceptual model describing the hydrogeologic framework of the site. The conceptual model will provide a working description of the characteristics and dynamics of the physical hydrogeologic system.

A selected analytical modeling approach will be utilized to assess the potential of groundwater mounding resulting from wastewater application. The parameters developed from the hydrogeologic investigation will be entered as inputs into the model and executed. The resulting groundwater mounding response will be evaluated accordingly.

It is important to note that analytical mounding models allow estimation of the mounding of an unconfined water table beneath the land application area. However, analytical models are limited in their scope and impose many simplifications related to boundary conditions, geometries, soil conditions and the underlying geology. As a consequence, they generally provide a “worst case” estimate, i.e., a maximum mound height evaluation. If the results of the analytical mounding analysis predict water table mounding will occur that is significantly above background, we may recommend utilizing a numerical modeling approach that would be completed under a separate scope of work.

Task 3. Design Basis Report for Expansion Area - Griner Tract

Based on our detailed soil and hydrogeologic evaluation and the wastewater characterization data provided to NAI, we will develop non-mechanical design criteria for the LAS including a site assimilative capacity and land limiting constituent analysis (LLCA) for wastewater (hydrologic budget), nitrogen, phosphorus, and biochemical oxygen demand.

All findings, recommendations, and non-mechanical design criteria will be presented in a stand-alone report that can be submitted to the Georgia EPD in support of the Design Development Report (DDR) for the expansion site. The report will be comprised of the following:

- a detailed site description including location, land use, soils, geology, and climate;
- detailed site suitability and soils maps;
- analytical groundwater mounding analysis; and
- design hydraulic and nutrient loadings based on the LLCA.

The report will include copies of the soil boring logs, hydraulic conductivity testing data sheets, slug test analyses, and laboratory reports of chemical soil analyses.

Additional services that can be provided upon request, but not included under this scope include:

- Numerical groundwater mounding modeling (see above);
- LAS permitting support and negotiation; and
- Installation of permanent monitoring wells.

Budget and Schedule

The not-to-exceed cost for the work outlined above is \$65,000. This cost includes materials, subcontractor expenses, and laboratory analytical fees. We invoice for professional fees and actual expenses incurred each month.

If the scope of work meets your needs, and the budget is acceptable, please return a signed copy of the attached Professional Services Agreement. This will authorize us to begin work and will serve as your acceptance of our terms and budget. Should situations be encountered during the course of the project such that the scope of work and/or budget are changed, Nutter & Associates will contact you prior to performing out-of-scope tasks. Tasks not included in the scope of work will not be performed until authorization from you or your authorized representative is received.

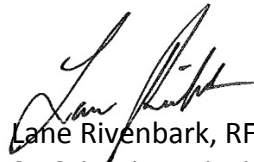
NAI is pleased to present this scope of work and budget to the City of Guyton. If you have any questions regarding the proposed budget or scope, please do not hesitate to contact us. We look forward to working with you.

Sincerely,

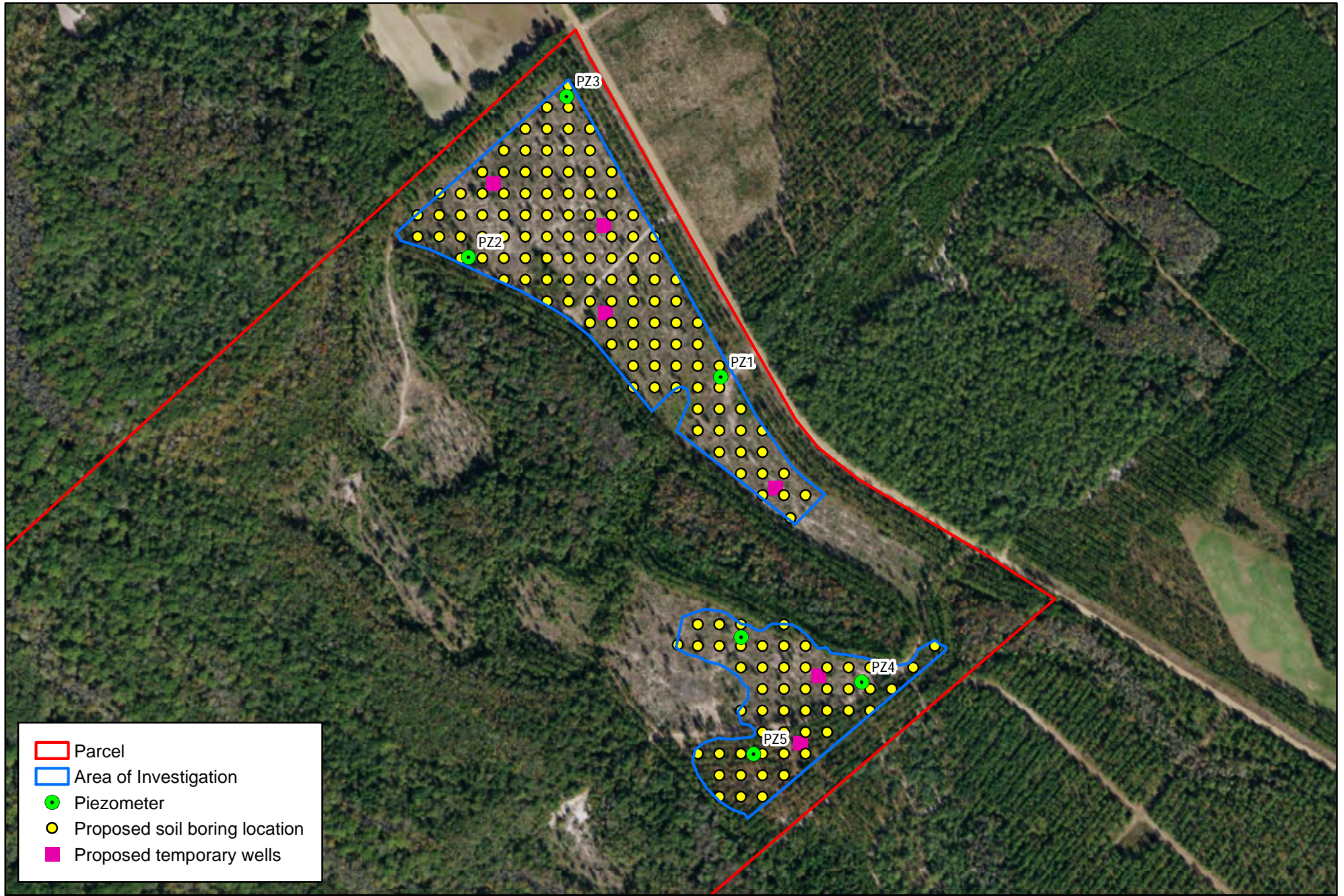
Nutter & Associates, Inc.



David Huff, PG, CPSS
Sr. Scientist, Principal



Lane Rivenbark, RF, CPSS
Sr. Scientist, Principal



- Parcel
- Area of Investigation
- Piezometer
- Proposed soil boring location
- Proposed temporary wells

Data Source: USDA NAIP 2017

Guyton LAS Soil Study Plan, 100-ft Grid (167 soil borings), Guyton, Effingham County, Georgia.



Professional Services Contract

OFFICE USE ONLY:

Project Number

Date

Project Name

Description of Services

Cost of Services*

Invoice Format

Billing Frequency

CLIENT USE:

Purchase Order #
(If applicable)

Bill to Information

Company Name:

Address:

Contact Information

Name:

Office #:

Cell #:

Email:

Remit Invoice to**
(If different from Contact)

Name:

Email:

If hard copy of invoice is required, please include mailing address

Client hereby acknowledges that this Proposal is provided subject to the general terms and conditions set out on the reverse side of this Proposal (the "Terms and Conditions"), which are hereby incorporated as a part of this Proposal. Client's acceptance of this Proposal shall be deemed an acceptance of the Terms and Conditions.

Authorized by:

Signature

Authorized Name

*This price is good for 6 months from the scope date.

**If applicable, please notify your NAI point of contact with special billing instructions.

TERMS AND CONDITIONS

Client hereby accepts the following general terms and conditions ("Terms and Conditions") applicable to Nutter & Associates, Inc.'s performance of the services described in the attached Proposal (the "Services"):

1. Payment Terms. Client shall pay all amounts due to Nutter & Associates, Inc. ("NAI", "We", and "Our") upon receipt of each invoice from NAI. Any amounts not paid by Client within thirty (30) days of the date of such invoices shall accrue interest at a rate of one-and-one half percent (1.5%) per month until such time as such amounts are paid in full. Client shall be responsible for all reasonable attorney's fees incurred by NAI in connection with the collection of any amounts properly due and payable to NAI in accordance with the terms of the Proposal and these Terms and Conditions.

2. Performance Standard. NAI shall perform the Services using the care and skill ordinarily exercised by organizations performing services in the fields of soil and hydrologic evaluation, ecosystem evaluation and land treatment in the same or similar locality as the location where the Services are rendered. Client hereby acknowledges that NAI makes no other representation or warranty with respect to the Services. Client further acknowledges that any oral or written reports furnished by NAI shall not be construed as any representation or warranty with respect to the Services. NAI HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3. Limitation of Liability. Client hereby agrees that NAI's total aggregate liability for any damages incurred by Client in connection with NAI's performance of or failure to perform the Services shall not exceed the lesser of (i) Fifty Thousand and No/100 Dollars (\$50,000.00) or (ii) NAI's total fee for the Services. IN NO EVENT SHALL NAI BE LIABLE FOR ANY INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, SAVINGS OR REVENUES OR INCREASED COST OF OPERATIONS, REGARDLESS AS TO THE NATURE OF CLIENT'S CLAIM AGAINST NAI.

4. Insurance Coverage. NAI shall maintain the following insurance coverages during the period in which the Services are performed: (i) worker's compensation and employer's liability insurance coverage with coverage limits which conform to the requirements of applicable law; (ii) comprehensive general liability insurance coverage on an occurrence basis in an amount not less than \$1,000,000.00 per claim with an aggregate limit of not less than \$2,000,000.00; and (iii) automobile liability insurance coverage for both bodily injury and property damage with a combined single limit of \$1,000,000.00; and (iv) umbrella liability insurance coverage on an occurrence basis in an amount not less than \$5,000,000.00 with an aggregate limit of not less than \$5,000,000.00; and (v) professional liability/contractors pollution insurance coverage for each wrongful act (professional liability) of \$2,000,000.00, each pollution condition (contractors pollution) of \$1,000,000.00 with a policy aggregate limit of not less than \$2,000,000.00. NAI shall provide Client with a certificate of insurance evidencing the aforementioned insurance coverages upon request by Client.

5. Damage to Man-Made Objects. Client shall be responsible for disclosing the presence and accurate location of all underground or otherwise hidden man-made objects which might interfere with field tests or boring to be performed by NAI as part of the Services. Client hereby agrees to indemnify and hold NAI harmless from and against all claims, suits, losses, personal injury, death and damage to property ("Indemnified Claims") resulting from unusual subsurface conditions or damage to subsurface structures or objects owned by client or any third parties in connection with NAI's performance of the Services where such unusual subsurface conditions or the

presence of such subsurface structures or objects are not disclosed by Client to NAI in writing prior to the performance of the Services. Client's obligation to indemnify NAI in accordance with this Section 5 shall include all expenses incurred by NAI in connection with Indemnified Claims, including, without limitation, NAI's reasonable attorney's fees.

6. Damage to Work in Place. Client hereby acknowledges that there is the possibility of the occurrence of certain events or conditions which may affect work performed by NAI as part of the Services ("Work in Place") and which are outside of the control of NAI. Client further acknowledges and agrees that the occurrence of any of the following events and conditions shall not obligate NAI to re-perform or replace any Work in Place:

(a) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) events which cause damage to Work in Place, including, but not limited to: (i) failure of any structures installed as part of the Work in Place; (ii) the erosion of or failure of any stream banks; (iii) the erosion or displacement of existing or planted vegetation within stream channels, riparian valleys or riparian zones; or (iv) wind damage to existing or planted vegetation within stream channels, riparian valleys or riparian zones;

(b) The occurrence of either natural (including, without limitation, weather events) or unnatural (including, without limitation, upstream discharges) which cause physical modification of any stream channels;

(c) The cutting and/or removal of either existing vegetation or vegetation planted by NAI within the stream channel, riparian zone or riparian valley adjacent to or upstream from the Work in Place; and

(d) Drought conditions which inhibit or permanently damage the vegetative success of vegetation.

In the event any Work in Place is damaged or destroyed as a result of the occurrence of any of the aforementioned events or conditions, Client may request that NAI perform such work as may be necessary to correct such damage or destruction. NAI shall provide Client with a new proposal for the performance of such work, and Client may, but shall not be obligated, to engage NAI to perform such work in accordance with the terms of the new proposal.

7. Governing Law. The Proposal and these Terms and Conditions shall be governed by the laws of the State of Georgia.

8. Entire Agreement. The Proposal and these Terms and Conditions constitute the entire agreement between NAI and Client with respect to the Services. The Proposal and these Terms and Conditions supersede all prior agreements, proposals, representations, statements or understandings, whether written or oral concerning the Services.

9. Binding Effect. The Proposal and these Terms and Conditions shall be binding upon any successors and assigns of NAI and Client.

10. Indemnification. Client shall indemnify, defend and hold harmless, NAI, its directors, employees and agents from and against any claims, damages, losses, liabilities, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred or caused to NAI by reason of any breach or violation by Client (including but not limited to its agents, representatives, employees, third-party consultants or contractors) of any representation, warranty, covenant, or condition contained in this Agreement or any negligent, willful or fraudulent act or omission by Client (as defined above) arising from or related to this Agreement.

11. COVID-19 Impacts. Due to fluctuating COVID-19 restrictions that are outside of NAI's control, NAI's ability to meet the timelines outlined herein may be compromised. Should timelines vary for this reason, NAI will notify the Client. Additionally, the contract amount stated herein may change if additional time and expense are required to be compliant with unforeseen COVID-19 restrictions or for the related protection of NAI's staff. Should NAI's fees increase accordingly, NAI will quantify the increase and get the Client's written approval before continuing.

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Nutter & Associates</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 360 Hawthorne Lane</p> <p>6 City, state, and ZIP code Athens, GA 30606-2152</p>	<p>Requester's name and address (optional)</p>
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
5	8	-	2	3	7	3	8	3	6

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ 1/1/2021</p>
------------------	------------------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Chastain & Associates Ins P.O. Box 1908 Athens GA 30603		CONTACT NAME: Laura Fisher PHONE (A/C, No, Ext): (706) 543-2575 E-MAIL ADDRESS: lfisher@chastain-assoc.com		FAX (A/C, No): (706) 543-4847	
INSURED Nutter & Associates, Inc. 360 Hawthorne Lane Athens GA 30606		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A: Property-Owners			
		INSURER B: Southern Trust			12610
		INSURER C: AutoOwners			18988
		INSURER D: Valley Forge			20508
		INSURER E: Homeland Insurance Company of NY			
		INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** CL2172033952**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			8022165020	08/01/2021	08/01/2022	EACH OCCURRENCE	\$ 1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)	\$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000	
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			ACV102002415	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$	
							Medical payments	\$ 5,000	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			4863969800	08/01/2021	08/01/2022	EACH OCCURRENCE	\$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE	\$ 5,000,000	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC425931825	08/01/2021	08/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E	Professional/Pollution Liability			793-00-36-09-0006	08/01/2021	08/01/2022	LIMIT	1,000,000	
							AGGREGATE	2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Sample Certificate - For Informational Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
PROJECT AGREEMENT**

Applicant: Guyton, City of	Street: Rail ROW
Project Title: Main Street Rail Trail Rehab	City: Guyton
Project #: NRT-20(37)	Zip: 31312
County: Effingham	Phone #: 912-772-3353

Project Period: **This agreement is executed to November 15, 2022**

Project Scope (description of project): Conduct rehabilitation by repairing damage and resurfacing those sections along the Main Street Rail Trail through downtown. The Main Street Rail Trail was originally developed in 2005 by converting a former railroad line into this multi-purpose trail.

Title of Grant-in-Aid: Georgia Recreational Trails Program

Project Cost:		The following are hereby incorporated into this agreement:
Total Cost	\$28,224.20	1. Disadvantaged Business Enterprise Certification of Compliance
Fund Support	80%	2. General Provisions (attached hereto)
Grant-in-Aid	\$22,579.20	3. Project Proposal and Application (submitted by applicant and on file with DNR)
Minimum Local Match	\$5,644.80	4. Revised cost estimate

The State of Georgia, Department of Natural Resources (hereinafter referred to as DNR), and the City of Guyton (hereinafter referred to as the Applicant) in consideration of the mutual promises and benefits flowing to each as hereinafter stated, do hereby agree to perform this agreement in accordance with the National Recreational Trails Act (NRTA), Title I, Part B, Section 1301 of the Intermodal Surface Transportation Efficiency Act of 1991 (P.L. 102-240, 105 Stat. 1914), later reauthorized as the Recreation Trails Program under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (P.L. 109-59, 119 Stat. 1144), and the provisions and conditions of the Federal Highway Administration guidelines for the RTP grant program, and with the terms, promises, conditions, covenants, assurances, plans specifications, estimates, procedures, project proposals, and maps attached hereto or retained by the Applicant or DNR and made a part hereof.

The Applicant certifies that it possesses the legal authority to apply for the grant, enter into this Agreement, and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the project application, approving this agreement, including all understandings and assurances contained therein, and directing the persons whose names and signatures appear herein below to sign this agreement on behalf of the Applicant and to act in connection with the project and provide such additional information as may be required.

The Applicant further certifies and assures that it has the ability and intention to finance the non-State (local) share of the costs for the project, and that sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

DNR agrees to obligate to the Applicant the sum specified hereinabove as the Grant-in-Aid, and to tender to the Applicant that portion of said grant which is required to pay DNR's share of the costs of the project, based upon the percentage of assistance specified hereinabove as Fund Support.

The Applicant agrees to execute the project in accordance with the terms of the agreement.

The Applicant further agrees that, as the benefit to be derived by the State of Georgia and DNR from the full compliance by the Applicants with the terms of this agreement is the preservation, protection, and the net increase in the quality of public recreational trails which are available to the people of the State and the United States, and as such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by DNR by way of assistance under the terms of the agreement, that payment by the Applicant to DNR of an amount equal to the amount of assistance extended under this agreement by DNR would be inadequate compensation to DNR for any breach by the Applicants of this agreement. The Applicant further agrees, therefore, that **THE APPROPRIATE REMEDY IN THE EVENT OF A BREACH BY THE APPLICANT OF THIS AGREEMENT SHALL BE THE SPECIFIC PERFORMANCE OF THIS AGREEMENT.**

The Applicant agrees to use its best efforts to ensure compliance with regulations pertaining to Disadvantaged Business Enterprises (DBE). The Applicant shall not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the selection and retention of contractors, including procurement of materials and leases of equipment.

The following special project terms and conditions apply:

- a. In planning and executing the project, the Applicant agrees to consider the comments of agencies who responded to the environmental review requests for this project.
- b. The Applicant shall minimize the use of heavy equipment for clearing and grading and is encouraged to use porous/pervious surfacing.
- c. As directed under Executive Order 13186, in furtherance of the Migratory Bird Treaty Act (16 U.S.C. sections 703-711), actions must be taken to avoid or minimize impacts to migratory bird resources, and to prevent or abate the detrimental alteration of the environment for the benefit of migratory birds, as practicable. An area of forested habitat of 100 acres or larger could be a significant or important site for migratory birds, as could existing bridges or culverts, where the birds may nest. DNR and the Applicant agree that the area of impact of this project is less than 100 acres, and therefore is not considered significant or important to the support of migratory bird populations. The parties also agree that no existing bridge or culvert on the project site will be reconstructed or removed as part of this project. The Applicant agrees to notify DNR if it seeks to modify the scope of the project or reconstruct or remove any existing bridge or culvert at the project site.
- d. The Applicant agrees to observe the comments of Georgia's Environmental Protection Division (EPD), State Historic Preservation Office (SHPO), DNR's Wildlife Resources Division (WRD), US Fish and Wildlife Service (USFWS) and the Department of Transportation (DOT) regarding the project.

e. If archaeological materials and/or human remains are discovered during construction, all ground disturbing activities shall cease and the RTP office shall be notified immediately. Ground disturbing activities shall not resume until these resources have been assessed by a Secretary of the Interior's-qualified archaeologist and findings are reported to the RTP office, SHPO, relevant THPOs, and the Federal Highway Administration (FHWA) Georgia Division.

In witness whereof, the parties hereto have executed this Agreement as of the most recent date entered below.

**STATE OF GEORGIA, DEPARTMENT OF
NATURAL RESOURCES**

APPLICANT, GUYTON, CITY OF

BY _____
TAYLOR BROWN, GRANTS CHIEF

BY _____
RUSS DEEN, MAYOR

WITNESS

WITNESS

DATE

DATE

(Seal)

**STATE OF GEORGIA
CITY OF GUYTON**

RESOLUTION R2021-08

WHEREAS, the Mayor and Council of Guyton, Georgia (the “City”), are desirous of entering into an Intergovernmental Agreement for the Use and Distribution of Proceeds From the 2021 Special Purpose Local Option Sales Tax For Capital Outlay Projects (hereinafter referred to as “Agreement”) between the Board of Commissioners of Effingham County, Georgia and the Cities of Springfield and Rincon, Georgia, a copy of which is attached hereto; and

WHEREAS, the parties have met and agreed upon the Use and Distribution of Proceeds from the 2021 Special Purpose Local Option Sales Tax for Capital Outlay Projects; and

WHEREAS, the basis for the Mayor and Council’s desire to enter into the Agreement is that they believe it is in the best interests of the citizenry of the City of Guyton; and

WHEREAS, the Agreement is not binding on the City until a subsequent vote by the City Council to enter into the Agreement; and

WHEREAS, the City of Guyton is desirous of approving the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, that the Agreement attached hereto is approved.

Adopted this 10th day of August, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

STATE OF GEORGIA
COUNTY OF EFFINGHAM

**INTERGOVERNMENTAL AGREEMENT FOR
THE USE AND DISTRIBUTION OF PROCEEDS
FROM THE 2021 SPECIAL PURPOSE LOCAL
OPTION SALES TAX FOR CAPITAL
OUTLAY PROJECTS**

This Intergovernmental Agreement (“Agreement”), made and entered into effective August 17, 2021, by and between the Board of Commissioners of Effingham County, Georgia (the "County") and the City of Guyton, Georgia ("Guyton"), the City of Rincon, Georgia ("Rincon"), and the City of Springfield, Georgia ("Springfield") (individually and collectively the "Municipalities"):

WITNESSETH

WHEREAS, O.C.G.A. § 48-8-110 *et seq.* (the "Act"), authorizes the levy of a one percent County Special Purpose Local Option Sales Tax (the "SPLOST" or the "tax") for the purpose of financing capital outlay projects for the use and benefit of the County and qualified municipalities within the County; and

WHEREAS, the County and Municipalities met to discuss possible projects for inclusion in the SPLOST referendum on the 18th day of May, 2021, in conformance with the requirements of O.C.G.A. § 48-8-111(a); and

WHEREAS, the County and the Municipalities have negotiated a division of the SPLOST proceeds as authorized by the Act; and

NOW, THEREFORE, in consideration of the mutual promises and understanding made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

A. The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) The County is a political subdivision duly created and organized under the Constitution of the State of Georgia;
- (ii) The governing authority of the County is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of the County;
- (iv) The County will take all actions necessary to call an election to be held in all voting precincts in the County on the 2nd day of November, 2021, for the purpose of submitting to the voters of the County for their approval, the question of whether or not a SPLOST shall be reimposed on all sales and uses within the special district of Effingham County for a period of six years to raise an estimated \$80,000,000.00 to be used for funding the projects specified in Exhibits A through E attached hereto.

B. Each of the Municipalities makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:

- (i) Each Municipality is a municipal corporation duly created and organized under the laws of the State of Georgia;
- (ii) The governing authority of each Municipality is duly authorized to execute, deliver, and perform this Agreement;
- (iii) This Agreement is a valid, binding, and enforceable obligation of each Municipality;

- (iv) Each Municipality is a qualified municipality as defined in O.C.G.A. § 48-8-110(4);
 - (v) Each Municipality is located entirely within the geographic boundaries of the special tax district created in the County.
- C. The County and Municipalities intend to comply in all respects with the Act. All provisions of this Agreement shall be construed in light of the Act.
- D. The County and Municipalities agree to promptly proceed with the acquisition, construction, equipping, and installation of the projects specified in Exhibits A through E of this Agreement. The projects specified in Exhibits A through E shall be funded from proceeds of the tax authorized by the Act.
- E. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be maintained as a public facility and in public ownership. If ownership of a project financed pursuant to this Agreement is transferred to private ownership, the proceeds of the sale shall, for the purposes of this Agreement, be deemed excess funds and disposed of as provided under O.C.G.A. § 48-8-121(g)(2).
- F. The County and Municipalities agree to maintain thorough and accurate records concerning receipt of SPLOST proceeds and expenditures for each project undertaken by the respective county or municipality as required to fulfill the terms of this Agreement.

Section 2. Conditions Precedent

- A. The obligations of the County and Municipalities pursuant to this Agreement are conditioned upon the approval, execution, and delivery of this Agreement by the County and each of the Municipalities, and the adoption of a resolution of the County calling for the reimposition of the SPLOST in accordance with the provisions of O.C.G.A. § 48-8-111(a).

- B. This Agreement is further conditioned upon the approval of the proposed reimposition of the SPLOST by the voters of the County in a referendum to be held in accordance with the provisions of O.C.G.A. § 48-8-111(b) through (e).
- C. This Agreement is further conditioned upon the collecting of the SPLOST revenues by the State Department of Revenue and transferring same to the County and the County will distribute to the Municipalities their respective percentage share as determined by the 2020 Census numbers as calculated by the United States Census Bureau. If the 2020 Census numbers are not available at time of distribution by the County, then the 2010 United States Census Bureau's numbers shall be used for distribution until the 2020 Census numbers are officially published by the United States government and at that time, the 2020 Census numbers shall be used for distribution.

Section 3. Effective Date and Term of the Tax

The SPLOST, subject to approval in an election to be held on November 2, 2021, shall continue for a period of six calendar years with collections beginning on the earliest date authorized by the Act or the Revenue Commissioner of the State of Georgia pursuant thereto.

Section 4. Effective Date and Term of This Agreement

This Agreement shall commence effective August 17, 2021, and shall terminate upon the occurrence of any of the following events:

- (i) The official declaration of the failure of the election described in this Agreement;
- (ii) The expenditure by the County and all the Municipalities of the last dollar of money collected from the SPLOST after the expiration of the SPLOST; or
- (iii) The completion of all projects described in Exhibits A through E.

Section 5. County SPLOST Fund; Separate Accounts; No Commingling

- A. A special fund or account shall be created by the County and designated as the 2021 Effingham County Special Purpose Local Option Sales Tax Fund ("SPLOST Fund"). The County shall select a local bank which shall act as a depository and custodian of the SPLOST Fund upon such terms and conditions as may be acceptable to the County.
- B. Each Municipality shall create a 2021 Special Purpose Local Option Sales Tax Fund. Each Municipality shall select a local bank which shall act a depository and custodian of the SPLOST proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- C. All SPLOST proceeds shall be maintained by the County and each Municipality in the separate accounts or funds established pursuant to this Section. Except as provided in Section 6, SPLOST proceeds shall not be commingled with other funds of the County or Municipalities and shall be used exclusively for the purposes specified in the Resolution of the County calling for reimposition of the tax and in this Agreement. No funds other than SPLOST proceeds shall be placed in such funds or accounts.

Section 6. County General Obligation Bonds

- A. The question of whether the voters will approve the SPLOST will also authorize general obligation debt of the County in the maximum aggregate principal amount of \$16,000,000.00 (the "Debt") which shall be submitted to the voters of the special district pursuant to a resolution of the County.
- B. Net proceeds of the Debt, if issued, shall be deposited into a special trust account of the County and shall be used for the acquisition, construction and installation of the County-Wide Projects described in Exhibit "A" attached hereto. The Debt shall be a general obligation debt of the County.

C. The County shall pay the costs of issuance of the Debt and any interest income earned by County on the investment of the Debt shall be used to retire the Debt.

D. The proceeds from the Debt shall be used to fund the County-Wide Projects.

Section 7. Procedure for Disbursement of SPLOST Proceeds

Upon receipt by the County of SPLOST proceeds collected by the State Department of Revenue, the County shall immediately deposit said proceeds in the SPLOST Fund. The monies in the SPLOST Fund shall be held and applied to the cost of acquiring, constructing, installing, and financing the County-Wide Projects and the County and Cities capital outlay projects listed below.

The County, following each monthly deposit of the SPLOST proceeds in the SPLOST Fund, shall deposit \$222,214.82 of the monthly SPLOST proceeds received into a subaccount of the County to pay the cost of the County-Wide Projects or Debt Service on the County-Wide Projects up to \$16,000,000.00, and shall disburse to each Municipality its prorata allocation of the remaining monthly SPLOST proceeds received, within thirty (30) days of the County’s receipt of such SPLOST proceeds. The County shall expend the monies in such sub-account to construct and install the County-Wide Projects. The proceeds received by each Municipality shall be deposited in the separate funds established by each Municipality in accordance with Section 5 of this Agreement. The County and the Municipalities shall receive a prorata allocation of the remaining SPLOST proceeds on a monthly basis as shown below. The net remaining SPLOST proceeds are estimated to be \$64,000,000.00 over the six (6) year period.

Project County/Municipality	Estimated Cost	Pro rata %
Effingham County (excluding the County-Wide Projects)	\$47,622,933.00	74.41%
City of Rincon	\$10,822,400.00	16.91%
City of Springfield	\$3,494,400.00	5.46%
City of Guyton	\$2,060,800.00	3.22%
	<u>\$64,000,533.00</u>	<u>100%</u>

Notwithstanding the foregoing, once the County has deposited the aggregate amount of \$16,000,000.000 (the total estimated cost and finance costs of the County-Wide Projects) into the sub-account for the payment of the cost of the County-Wide Projects, the County shall make no further deposits of SPLOST proceeds into such sub-account. As among the County-Wide Projects, the County may allocate excess proceeds not needed for a particular County-Wide Project to one or more other County-Wide Projects as determined by the County. In the event that the final, actual aggregate cost of the County-Wide Projects is less than \$16,000,000.00, any excess proceeds in such sub-account shall be disbursed in the same manner as the remaining SPLOST proceeds are to be disbursed as set forth above.

No project will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

Section 8. Projects

The Projects consist of the “County Projects” and the “Municipal Projects.” The County Projects consist of certain “County-Wide Projects” and certain “Other County Projects” as described below. The County Projects, the Municipal Projects, and the estimated costs with percentages which shall be adjusted based on the 2020 United States Census population numbers as stated in Section 2(C) of this Agreement of each are set forth below:

County-Wide Projects are set forth on Exhibit “A” attached hereto, and shall be limited to a total of \$16,000,000.00 which shall only be used on the County-Wide Projects.

Other County Projects are set forth on Exhibit “B” attached hereto, and have a total estimated cost of \$47,622,400.00.(74.41%).

Municipal Projects for the City of Rincon are set forth on Exhibit “C” attached hereto, and have a total estimated cost of \$10,822,400.00 (16.91%).

Municipal Projects for the City of Springfield are set forth on Exhibit “D” attached hereto, and have a totalestimated cost of \$3,494,400.00 (5.46%).

Municipal Projects for the City of Guyton are set forth on Exhibit “E” attached hereto, and have a total estimated cost of \$2,060,800.00 (3.22%).

TOTAL:\$80,000,000.00

Section 9. Project Funding

Projects shall be funded and constructed in accordance with this Agreement. The priority of County Projects shall be determined by the County. The priority of Municipal Projects shall be determined by the Municipalities.

Section 10. Completion of Projects

- A. The County and Municipalities acknowledge that the costs shown for each project described in Exhibits A through E are estimated amounts. The County and Municipalities shall maintain a record of each and every project for which the proceeds of the tax are used.
- B. If a County Project has been satisfactorily completed at a cost less than the estimated cost listed for that project, the County may apply the remaining unexpended funds to any other County Project.
- C. If a Municipal Project has been satisfactorily completed at a cost less than the estimated cost listed for that project, the Municipality may apply the remaining unexpended funds to any other project included for that Municipality.
- D. The County and Municipalities agree that each approved SPLOST project associated with this Agreement shall be completed or substantially completed within a reasonable time after the end of the six year SPLOST period.
- E. Proceeds of the tax exceeding \$80,000,000.00 shall be allocated and distributed to the County and Municipalities based upon the percentages in Section 7 (subject to modification of those percentages under Section 2(C)). The County and the Municipalities may apply such proceeds

to project costs as authorized by the Act.

Section 11. Certificate of Completion

Within thirty (30) days after the acquisition, construction or installation of a County Project or a Municipal Project listed herein is completed, the County or Municipality owning the project shall file with the County or Municipalities a Certificate of Completion signed by the mayor or chief elected official of the respective entity, setting forth the date on which the project was completed, and the final cost of the project.

Section 12. Expenses

The County shall administer the SPLOST Fund to effectuate the terms of this Agreement and shall be reimbursed for the actual costs of administration of the SPLOST Fund. Furthermore, the County and Municipalities shall be jointly responsible on a per capita basis for the cost of holding the SPLOST election. The County shall be reimbursed for the costs of the election including the Municipalities' share of such costs out of SPLOST proceeds deposited in the SPLOST Fund.

Section 13. Audits

- A. During the term of this Agreement, the distribution and use of SPLOST proceeds deposited in the SPLOST Fund and each Municipal fund shall be audited annually by an independent certified public accounting firm in accordance with O.C.G.A. §48-8-121(a)(2). The County and each Municipality receiving SPLOST proceeds shall be responsible for the cost of their respective audits. The County and the Municipalities agree to cooperate with the independent certified public accounting firm in any audit by providing all necessary information.

- B. Each Municipality shall provide the County a copy of the audit of the distribution and use of the SPLOST proceeds by the Municipality. The County shall provide each Municipality a copy of the audit of the distribution and use of the SPLOST proceeds by the County.

Section 14. Notices

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

Guyton: City of Guyton
 Attn: Mayor
 310 Central Blvd.
 Guyton, Georgia 31312

Rincon: City of Rincon
 Attn: Mayor
 302 S. Columbia Avenue
 Rincon, Georgia 31326

Springfield: City of Springfield
 Attn: Mayor
 130 S. Laurel Street/Post Office Box 1
 Springfield, Georgia 31329

County: Board of Commissioners of Effingham County
 Attn: Chairman
 601 N. Laurel Street
 Springfield, Georgia 31329

Section 15. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to distribution and use of the proceeds from the SPLOST. Furthermore, this Agreement supersedes all prior agreements, negotiations, and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said SPLOST.

Section 16. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the governing authorities of the County and the Municipalities.

Section 17. Governing Law

This Agreement shall be deemed to have been made and shall be construed and enforced in

accordance with the laws of the State of Georgia.

Section 18. Severability

Should any phrase, clause, sentence, or paragraph of this Agreement be held invalid or unconstitutional, the remainder of the Agreement shall remain in full force and effect as if such invalid or unconstitutional provision were not contained in the Agreement unless the elimination of such provision detrimentally reduces the consideration that any party is to receive under this Agreement or materially affects the operation of this Agreement.

Section 19. Compliance with Law

The County and the Municipalities shall comply with all applicable local, state, and federal statutes, ordinances, rules, and regulations.

Section 20. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition, or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 21. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed, and delivered effective the date indicated herein.

(signatures continued on next page)

BOARD OF COMMISSIONERS OF EFFINGHAM COUNTY, GEORGIA

By: _____
Wesley Corbitt

Its: Chairman

Attest: _____
Stephanie Johnson

Its: Clerk

{SEAL}

(County's Signature Page to Intergovernmental Agreement)

CITY OF GUYTON

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Guyton's Signature Page to Intergovernmental Agreement)

CITY OF RINCON

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Rincon's Signature Page to Intergovernmental Agreement)

CITY OF SPRINGFIELD

By: _____
Mayor

Attest: _____
Clerk

{SEAL}

Approved as to form:

City Attorney

(City of Springfield's Signature Page to Intergovernmental Agreement)

Exhibit E

Guyton SPLOST Figures

WATER AND SEWER CAPITAL OUTLAY PROJECTS	40%	\$824,320
STREETS AND LANES CAPITAL OUTLAY PROJECTS	25%	\$515,200
PARKS AND REC CAPITAL OUTLAY PROJECTS	25%	\$515,200
POLICE CAPITAL OUTLAY PROJECTS	10%	\$206,080
CITY OF GUYTON TOTAL	100%	\$2,060,800

From: [James Breletic](#)
To: [Russ Deen](#)
Subject: FW: Head gasket job on Tahoe
Date: Thursday, August 5, 2021 2:33:39 PM

-----Original Message-----

From: Robert Rempel <rrempel81@gmail.com>
Sent: Thursday, August 5, 2021 2:31 PM
To: James Breletic <James.Breletic@cityofguyton.com>
Subject: Head gasket job on Tahoe

Labor: 800
Machine shop work on heads: 400 for both
Parts: 735 includes head gasket set, head bolts, oil, oil filter, coolant, plugs and wires.

\$2000 for repair unless other issue are wrong with the vehicle.

Note: leave open for leaks other than head gaskets and sensors prior to service. This is a rough est. before seeing the vehicle first.

Sent from my iPhone

Bashlor's Automotive Service Center

1110 S Laurel St
Springfield, GA. 31329
Phone: 912-754-6831 Fax: 912-754-4456

REPAIR ORDER #

044594

Org. Est. # 042795

REPAIR ORDER - RO

Scheduled : 07/28/2021 01:59 PM

Print Date : 7/28/2021

guyton police - guyton police
chief mcdonald 912-515-6660

2010 Chevrolet - Tahoe - 5.3L V8 (325Cl) VIN(0)

Lic #1 - GA

Home 912-772-8745 — Office 912-772-8761 fax
Cust ID : 4209

VIN #:

MFG Date : 3/18/2015

Last Service : 5/26/2015

Previous Odom : 59213

Current Odom : 60214

Elapsed : 1001

Labor Requested / Part Description	Part #	Qty	Parts List	Extended
heads	heads	1.00	1,050.00	1,050.00
<i>CYLINDER HEAD GASKET - Remove & Replace - Base Both - [Includes: Remove carbon and check surfaces for warpage. Includes adjust Valves (where applicable) and clean and adjust Spark Plugs.]</i>				1,437.50
<i>Lube, oil, and filter</i>				11.25
gasket set	gasket set	1.00	295.98	295.98
ENGINE OIL	oil	7.00	5.00	35.00
OIL FILTER	BF8a	1.00	5.50	5.50
Shop Supplies				20.00
Hazardous Materials				20.00

2 BIDS FOR 2010 CHEV.
 WAIT FOR DEALSHIP
 TO GET BACK TO ME
 WITH BID.
 MADE A FOURTH CALL TOO
 WAITING.
 [Signature]

Supplies: 20.00

HazMat: 20.00

Total: 2,875.23

Balance: 2,875.23

Warranty: I warrant this repair for _____ days of the date shown above if I choose not to authorize the service
 and I am not responsible for loss or damage to _____ NOT RESPONSIBLE FOR LOSS OR DAMAGE TO
 OR ANY OTHER CAUSE

Date _____

Time _____

Johnson's Auto & Tire

1398 Hwy 21 South
Springfield, GA 31329
912-754-4331

8/2/2021 1:03:32 PM

Estimate #3206

Page:1

Guyton, City of

Phone: 912-675-0678

Service Writer : 1

Vehicle : 2010 Chevrolet Tahoe 5.3 L 325 CID V8

VIN : 1GNMCAE09AR109908

Tag/State : GV4458A/GA

Fleet #/Driver:

Created : 8/2/2021 12:09:25 PM

Qty	Code/Tech*	Description	Condition	Unit Price	Price
2		Remanufactured Cylinder Head		\$883.80	\$1,767.60
		Note: LEFT OR RIGHT; COMPLETE ALUMINUM HEAD w/SPRINGS & VALVES; 16 VALVES; GENERAL MOTORS ENG; LEFT HEAD CAST #12564243, 243, 799; RIGHT HEAD CAST #12564243, 243, 799; CALL ATK AT 800-421-3746 FOR APP QUESTIONS WARNING: MFR INDICATES THIS IS A CA PROP 65 ITEM			
1		Head Gasket Set		\$458.26	\$458.26
		Note: Head Bolt Replacement Recommended; w/ PermaDry Molded Rubber Valve Cover Gasket; w/ PermaDryPlus Intake Manifold Gasket; w/ Premium Valve Stem Seals; Head Bolts Not Included; When Servicing Displacement-On-Demand Solenoids Use w/ Lifter Valley Cover Set MS96871			
2		Head Bolt Set		\$61.54	\$123.08
		Note: Replacement Recommended			
1		Lube, Oil, Filter			\$70.00
1		antifreeze		\$17.98	\$17.98
1		Sealents, Cleansers, RTV		\$28.50	\$28.50
12.75		CYLINDER HEAD GASKET Remove & Replace			\$1,275.00
		Note: Includes: Remove carbon and check surfaces for warp. Includes adjust Valves (where applicable) and clean and adjust Spark Plugs.			
		note			\$0.00
		Note: this is a call in estimate, vehicle has not been diagnosed by johnson's Automotive			

Labor		\$1,345.00
Parts		\$2,366.92
Supplies & Disposal		\$29.97
Charges		\$28.50
Sales Tax	Default Rule @ 8%	\$191.75

Estimate \$3,962.14

I hereby authorize the repair work herein set forth to be done along with the necessary material and agree that you are not responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft or any other cause beyond your control. I hereby grant you and/or your employees permission to operate the vehicle herein described on streets, highways or elsewhere for the purpose of testing and/or inspection. An express garage keeper's lien is hereby acknowledged on above vehicle to secure the amount or repairs thereto. All Vehicles left over 7 Days after repairs are completed WILL INCUR A \$25.00 PER DAY STORAGE FEE. 6 Month or 6,000 Mile Warranty On Labor. ****ALL SALES FINAL ****

Customer Signature _____

**Amendment No. 1 to the
City of Guyton, Fire Department Rental/Lease Agreement
Executed March 13, 2020
between
Board of Commissioners of Effingham County
and
The City of Guyton**

THIS AMENDMENT NO. 1 (the "Amendment") is entered into this ____ day of _____, 2021 by and between the **County of Effingham** ("COUNTY") with offices at 601 N Laurel Street, Springfield, GA 31329 and **The City of Guyton** with offices at **310 Central Blvd. Guyton, GA. 31312**.

WHEREAS, THE COUNTY and The City of Guyton entered into a Lease Agreement dated March 13, 2020 for the rent/lease of 505 Magnolia Street as a temporary fire station (as amended, the "Agreement"); and

WHEREAS, the parties desire to amend the provisions of the Contract; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Premises: This Amendment allows for the specific areas on the premises that may be occupied by the ECFR to include two (2) fire department garage bays and the Fire Department office space to include training and living quarters.

2. Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS THEREOF, the parties hereto have caused this Amendment No. 1 to be signed by their duly authorized representatives the day and year first written above.

The City of Guyton

Effingham County Board of Commissioners

By: _____

By: _____

Printed Name: _____

Printed Name: Wesley Corbitt

Title: _____

Title: Chairman

Dated: _____

Dated: _____

**CITY OF GUYTON
STATE OF GEORGIA**

RESOLUTION NUMBER 2021-03

A RESOLUTION OF THE CITY OF GUYTON ADOPTING THE CITY OF GUYTON EMPLOYMENT HANDBOOK; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; TO REPEAL ALL ORDINANCES AND RESOLUTIONS AND PARTS THEREOF IN CONFLICT HERewith; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Guyton, Georgia is authorized by O.C.G.A. §36-35-3 to adopt ordinances and resolutions relating to its property, affairs, and local government; and

WHEREAS, Section 3.15 of the Charter of the City of Guyton provides that the City Council shall adopt rules and regulations consistent with the City Charter concerning personnel policies; and

WHEREAS, the City Council finds it consistent with the City Charter to adopt personnel policies that:

- 1) Provide an accessible guide to the City’s employment policies and practices including expectations of employees and management and the conditions of employment;
- 2) Provide standards and objectives related to various employee activities and employment-related matters as prescribed by state and federal laws and common practice;
- 3) Provide for the method of employee selection, promotion, and transfer;
- 4) Address hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and other employment benefits;
- 5) Provide performance management and professional development strategies including training, education assistance, counseling processes and separation processes, and performance evaluation methods; and
- 6) May be necessary to provide for adequate and systematic handling of personnel affairs; and

WHEREAS, the City Council adopted a personnel policy on November 25, 2014 titled “City of Guyton, Georgia Personnel Policy” and amended it numerous times thereafter; and

WHEREAS, the City Council deems it necessary to update its personnel policies in accordance with the City Charter;

NOW THEREFORE, IT IS HEREBY RESOLVED BY THE GOVERNING AUTHORITY OF THE CITY OF GUYTON, GEORGIA IN A REGULAR MEETING ASSEMBLED AND PURSUANT TO LAWFUL AUTHORITY THEREOF, AS FOLLOWS:

Section 1. Adoption of City of Guyton Employment Handbook. The City Council of the City of Guyton hereby adopts the City of Guyton Employment Handbook attached hereto as Exhibit A and incorporated by reference as if set forth verbatim herein.

Section 2. Severability. If any section, clause, sentence or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this resolution.

Section 3. Repealer. All ordinances and resolutions and parts thereof in conflict with this resolution are hereby repealed, including without limitation, the “City of Guyton, Georgia Personnel Policy” adopted on November 25, 2014 as amended, which is hereby expressly repealed.

Section 4. Effective Date. This resolution including the City of Guyton Employment Handbook attached hereto shall become effective immediately upon its adoption by the City Council.

SO RESOLVED, this __ day of June, 2021.

CITY OF GUYTON

Russ Deen, Mayor

Attest:

Jenna Tidwell, Interim City Clerk

Mayor Pro Tem Michael Johnson

Council Member Joseph Lee

Council Member Hursula Pelote

Council Member Marshall Reiser

Mike Eskew, Interim City Manager

EXHIBIT A

Employee Handbook



CITY OF GUYTON EMPLOYMENT HANDBOOK



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An Introduction to the City of Guyton

About Us

In the City of Guyton, we are defined less by boundaries on a map than by the sense of shared values our residents hold dear. Small town values, guided growth, and preservation of historical, cultural, and natural heritage are just a few of the core principles that makes Guyton a wonderful place to live and do business.

All team members of the City of Guyton are expected to work diligently and collaboratively in furthering the goals and objectives that serve the City of Guyton and its residents, businesses, and guests.

Our Structure

There are many ways in which the City of Guyton works to serve the community. The following are the major departments of the City, including a description of main functions.

Public Safety: Our Chief of Police oversees our police department. The City of Guyton contracts with the County for fire service and emergency response.

City Hall: Guyton City Hall is the public’s resource for information and questions about our local government as well as services offered in our community. Key staff members include the City Manager, City Clerk, Court Clerk & Receptionist, and Utility Billing & Permits Clerk.

For public works (major utilities and city infrastructure such as water and sewer), the City of Guyton contracts with third party resources.

For day to day supervision of operations, all employees report up to the City Manager. The City Manager reports to the Mayor and City Council.





Getting Started at the City of Guyton

Welcome!

Welcome to the City of Guyton. You are an important part of our community as a valued team member serving residents, businesses, and guests. We are glad you are part of the team and look forward to a productive and successful association. This handbook is written to serve as the guide for our working relationship and we hope you find it a helpful resource as you join our team at the City of Guyton.

About This Handbook

This handbook will answer many of your questions regarding your employment with the City of Guyton. It is designed to set our mutual expectations of each other for a long, productive employment relationship – what we expect of you and what you can expect of us. However, it is only a summary of our expectations and employment practices currently in effect and does not imply any kind of employment contract. The City of Guyton reserves sole discretion to interpret this policy manual or any policy or benefit contained in this policy manual. The information in this document over-rules any past team member documents or manuals you may have received as a team member of the City of Guyton. We expect every employee to embrace our way of doing business and the guidelines set forth in this handbook.

Title of this Document

The policies established in this document by the Mayor and City Council of the City of Guyton, Georgia, shall be known as the "City of Guyton Employment Handbook."

Legal Authority

This handbook and supporting documents and forms are authorized by the Charter of the City of Guyton (§§ 1.12(b) (16), (31), (41); 2.29(2); 3.10; 3.14; 3.15, and have been approved by the governing authority of the City through resolution and ordinance, as necessary.

Purpose

The general purpose of the City of Guyton Employment Handbook is to:

1. Provide an accessible guide to the City's employment policies and practices including expectations of employees and management and the conditions of employment;
2. Provide standards and objectives related to various employee activities and employment-related matters as prescribed by state and federal laws and common practice;
3. Provide for the method of employee selection, promotion, and transfer;
4. Address hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and other employment benefits;



5. Provide performance management and professional development strategies including training, education assistance, counseling processes and separation processes, and performance evaluation methods; and
6. Provide for adequate and systematic handling of personnel affairs for employees of the City of Guyton.

Applicability

This Employment Handbook shall apply to all City employee positions except the following:

1. The Mayor, Mayor Pro Tempore, or Members of the City Council of the City of Guyton;
2. Members of appointed or elected boards and commissions, judges, and the City Attorney;
3. Those individuals employed on a contract basis for temporary, specific inquiries or examinations on behalf of the City.

Administration of Policies

The Mayor, as chief executive officer of the City, is ultimately responsible for administering these policies. The City Manager oversees day to day City operations and is therefore responsible for routine matters related to the administration of these policies. The City Manager shall keep the Mayor informed of matters of concern and seek counsel for issues outside of normal operations.

Amendment

The governing authority reserves the right to amend these policies at any time by resolution or ordinance, as appropriate.

At-Will Employment

While we anticipate that our work relationships at the City of Guyton are enduring, all team members of the City of Guyton are “at will” team members. Georgia is an “employment-at-will” state, which means that an employer or employee may generally terminate an employment relationship at any time and for any reason. This means that the City of Guyton may terminate the employment of any team member at any time, for any reason, or no reason at all, and the team member may terminate their employment at any time, for any reason, or no reason at all.

Employment is for an indefinite period and is subject to change in conditions, benefits, and operating policies. Over time, we may add, modify, or delete various policies, benefits, and other conditions of employment as our business needs dictate. Please see the Separation of Employment section for additional information. Again, we hope your tenure with us is a long and successful association, but in due diligence we include these types of State & Federal guidelines.



Equal Opportunity & Commitment to Diversity

The City of Guyton is committed to a positive, results-oriented work environment offering equal employment opportunity. It is and will continue to be the policy of the City of Guyton, that all persons are entitled to employment and consideration for employment without discrimination with regard to race, color, religion, sex, sexual orientation, national origin, age, disability, veteran status, genetic information, or other status protected by applicable law.

This policy applies to all terms, conditions, and privileges of employment as well as covered employee's use of all City work facilities and participation in City-sponsored employee activities.

Commitment to Diversity

The City of Guyton is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of our City and are valued for their skills, experience, and unique perspectives. This commitment to an inclusive workplace is embodied in our employment policies and the way we manage our people.

Professional Conduct / Anti-Harassment

The City of Guyton expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Harassment Defined

“Unlawful harassment” is conduct that has the purpose or effect of creating an intimidating, a hostile, or an offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or another characteristic protected by state or federal law.

While all forms of harassment are prohibited, special attention should be paid to sexual harassment. “Sexual harassment” can include all of the above actions, as well as other unwelcome conduct, and is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature whereby:



- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, a hostile, or an offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets; jokes; written or oral references to sexual conduct; gossip regarding one's sex life; comments about an individual's body; and comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

The City of Guyton will take all reasonable steps necessary to prevent and eliminate any form of unlawful harassment.

Protection from Retaliation

Any retaliation against an individual who has complained about sexual or other harassment is unlawful and will not be tolerated. Retaliation against individuals for cooperating with an investigation of sexual or other harassment complaints also violate policy.

Complaint Procedure Regarding Harassment or Discrimination

If you believe you have been subject to or have witnessed unlawful discrimination, including sexual or other forms of unlawful harassment, or other inappropriate conduct, you are requested and encouraged to make a complaint. Ideally, you would address your concerns in writing using the chain of command starting with your immediate supervisor, but may also raise your concerns to the next level of management including the City Manager or Mayor. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals as listed above.



All complaints will be investigated promptly, and confidentiality will be protected to the extent possible. A timely resolution of each complaint should be reached and communicated to the parties involved.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

The City of Guyton expressly prohibits any form of unlawful employee harassment or discrimination based on disability. The City of Guyton will endeavor to make a reasonable accommodation of an otherwise qualified applicant or employee related to an individual's physical or mental disability, sincerely held religious beliefs and practices, and/or any other reason required by applicable law, unless doing so would impose an undue hardship upon the City's business operations.

Employees who believe they need an accommodation in the performance of their job or position should discuss the matter with their supervisor or Department Head so that an evaluation can be made about the extent to which such accommodation is either needed or required, or is reasonably possible. The governing authority reserves the right to make ultimate determinations about the level of accommodation needed or required, taking into account the legitimate needs and interest of the City.

Any team member who is aware of discriminatory conduct or who has any concern about a possible violation of this policy should immediately report the conduct or concern to his or her supervisor. Supervisors who receive complaints of discrimination or who are made aware of conduct that may constitute discrimination in violation of this policy must immediately notify the City Manager or the Mayor.

All complaints of discrimination will be investigated promptly, and the existence of a complaint will be disclosed only to the extent necessary to make a prompt and thorough investigation or to take appropriate corrective measures. The City of Guyton will not tolerate retaliation in any form directed against any individual for registering a good-faith complaint of discrimination or for participating in good faith in an investigation of a discrimination complaint.

Violation of this policy against discrimination may result in disciplinary action, up to and including termination, or other appropriate corrective measures.



Introductory Period

The introductory period is an integral part of the onboarding process for new hires. The first 90 days of employment are an introductory period that allows the City of Guyton to evaluate your performance, and is also an opportunity for you to evaluate your employment experience with the City of Guyton. All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The City uses this period to evaluate employee capabilities, work habits, and overall performance.

If management determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Completion of the introductory period does not alter an employee's at-will status, nor does it indicate an adjustment to compensation. The City of Guyton will conduct a formal performance discussion at the end of the introductory period.

Either the employee or the City may end the employment relationship at will at any time during or after the introductory period, with or without cause or advance notice.

Introductory Period for Promotions

The introductory period for promotional appointments shall be six (6) months. If a person is removed from the position to which they've been promoted during the introductory period, they shall be entitled to re-employment rights in their former position class should a vacancy occur. If no vacancy exists, every effort shall be made to place the employee in another position for which he or she may be qualified. No salary increase will be given following a promotional introductory period.

Coaching & Feedback During Introductory Period

In effort to help every employee perform their role successfully, the Department Head will provide regular coaching and feedback during the introductory period. At 30 days from hire or entering into a promoted role, the Department Head will complete a written evaluation using the Performance Evaluation form.

Dismissal During Introductory Period

At any time during the introductory period, the Department Head may remove an employee if, in the Department Head's opinion, the employee's performance indicates that the employee is unable or unwilling to perform the duties of the position satisfactorily, or that the employee's work habits and lack of dependability do not merit the employee's continued employment. The Mayor must confirm such action by the Department Head, or may independently remove the



employee or a Department Head or appointive officer.

The Department Head will complete a Performance Evaluation form indicating the reasoning for the dismissal, which will be placed in the employee's file.

New Hire On-Boarding & Orientation

We want to ensure every employee gets started successfully with the City of Guyton. We will provide new employees with an orientation and training process and are here to help and support you as you join the team. We also expect every employee to demonstrate ownership in his or her own role and responsibilities.



Employee Recruitment, Selection & Appointments

When we have job openings, all recruitment shall be conducted in an ethical, professional, and non-discriminatory manner. The City of Guyton provides equal employment opportunity to all applicants on the basis of demonstrated ability, experience, and training.

Job Postings

The City Manager will prepare job postings to publicize vacancies and to assist in locating qualified candidates for vacant positions. Postings will specify the title of position, salary range, minimum qualification requirements, how to apply, and the final date on which applications shall be received. Various posting methods will be used to reach a broad pool of qualified applicant, including announcements placed in prominent locations throughout City offices.

Note: jobs will not be posted for positions resulting from City staffing reorganizations or reclassifications of positions.

Application & Evaluation Process

The City of Guyton will provide and publish an application form for qualified candidates interested in pursuing a posted position. Applications will include work history, skills, and qualifications. Candidates will also be required to answer an application question regarding family members employed by the City (see Employment of Relatives / Nepotism). Applications will be submitted to the City Manager for review and discussion with the Department Head.

Interviews

Interviews will be conducted with those applicants most qualified for the position. The Department Head and City Manager will be the primary participants in the interview and selection process. When hiring to fill a Department Head position, the City Manager, Mayor, and at least one member of City Council will conduct interviews of selected candidates.

References

Prior to making an offer of employment, the City will endeavor to contact the candidate's references and previous employers to verify employment history and the qualifications and skills of the applicant.

Skills Assessment

For certain positions, the City Manager may, with the approval of the governing authority or their designee, administer a test or examination process for candidates to demonstrate required skills or abilities along with procedures to implement such program. Any written or performance assessment must be validated as to its ability to test for job performance, and must not be discriminatory as to race, sex, disability, or cultural factors.



Disqualification from Employment Consideration

The City Manager will remove from further consideration the application of any person who does not meet the minimum job requirements or who has made false statements or practiced deception in the application process.

Employment Offers

All directors, Department Heads under the supervision of the Mayor and appointive officers, including but not limited to, the City Clerk, the City Manager, and Police Chief, shall be nominated for an offer of employment by the Mayor with confirmation of appointment by the City Council. City Charter § 3.10 (e).

Employment offers will be made in writing, using a standard offer letter template, and signed by the Mayor. Candidates will sign to accept the position and associated terms, including a mutually determined start date. All offers of employment are contingent upon a candidate meeting the screening requirements.

Pre-Employment Screening

The following pre-employment screening methods will be implemented once an offer of employment has been extended and accepted:

- alcohol and drug screening;
- background check including criminal background and motor vehicle records (may include fingerprinting);
- medical physical examination (when job related and consistent with business necessity).

In certain employment areas, such as public safety and finance, where the public has a compelling interest in the security of property and life, applicants for employment, promotion, and transfer may be required to supply additional information or undergo additional employment screening requirements that would not be needed in other employment areas.

Any test administered or records checked for employment screening will be at the expense of the City.

Failure to Meet Employment Screening Requirements

The City Manager will rescind an offer of employment for any candidate failing to meet the employment screening requirements, including:

1. By reference check or investigation, evidences an unsatisfactory employment history or an unsatisfactory record that demonstrates unsuitability for employment;
2. Fails to pass a physical examination, alcohol or drug screening test administered;
3. Been convicted, plead nolo contendere or guilty, or sentenced in any court of competent jurisdiction for a felony or committing a pattern of misdemeanors exhibiting a disregard or lack of respect for the laws of the United States, the State of Georgia, or any state of the United States, during the two (2) years immediately preceding the date of the application; or upon investigation, is disclosed to have two (2) or more criminal



convictions of felonies at any previous time; provided, however, that such convictions are deemed to be detrimental to the effective performance of the duties for which they are being considered.

Appeal of Disqualification

Any applicant who alleges discrimination during the employment screening process shall have the right to discuss with the City Manager. If the claim is not satisfactorily resolved, the applicant may discuss with the Mayor as the final authority.

Reinstatement

A regular employee who separates from City employment in good standing and is thereafter rehired may be credited for prior years' service when the break in service is less than or equal to twelve (12) months. Upon completion of the introductory period, the employee will be given credit for prior years' service.

Employment of Relatives (Nepotism)

A Department Head or any other person serving in a supervisory capacity may not employ an immediate family member into a position within their line of authority. All prospective new hires shall disclose the name and department of any City employee who is a member of their immediate family on their employment application. Failure to make such disclosure shall be grounds for immediate termination or disqualification for employment consideration.

Advance approval by the governing authority shall be required prior to employment by the City of any individual who is an immediate family member of any member of the governing authority or the City Attorney, Police Chief, City Clerk, or the City Manager.

Acquisition of Relationship Status

Any person who becomes a member of the immediate family of an existing employee or enters a personal relationship within the employee's line of authority during his or her employment with the City shall notify immediately the City Manager of the acquisition of such status. The City Manager shall advise the governing authority as soon as practicable that such a situation exists, and make a recommendation to the governing authority whether such employment situation should be allowed to continue based upon the governing authority's determination of the potential for conflicts and adverse effects on morale or productivity in the effected department.

Alternative Job Placement

Should employees become family members or enter a personal relationship during their employment, at the discretion of the governing authority, employees may be relocated in an alternative job placement by removal of one or both of the affected employees from their current position to some other position so that an immediate family member is not within the



employee's line of supervision or responsibility. The City Manager will suggest to the governing authority what alternative job placement should be made. The governing authority's decision will be based upon which employees' removal would be least disruptive to the productivity and morale of the department(s) involved. No employee who is reassigned pursuant to the terms of this provision shall suffer any decrease in salary or benefits.

Employment Classification

Based on our business needs, the City of Guyton may utilize different types of employees and will appoint employees to specific employment classifications. Offer letters of employment will specify employment classification, all of which are defined below:

- **Regular Full Time** - An employee who works a normal workweek of 40 hours or more on a regularly scheduled basis. Note: the hours of full-time police department positions may be different than other positions.
- **Regular Part Time** - An employee who works less than a normal workweek (less than 40 hours), on either a regularly scheduled basis or on an irregular basis. Note: the hours of part-time police department positions may be different than other positions.
- **Contract** - Contractors are those employed by a third-party entity, are self-employed, or are participating in an internship program and are engaged by contract to perform specified work for the City of Guyton. Each contractor will sign an agreement letter outlining the specific scope and terms of their work arrangement, including compensation. As a contracted representative of the City of Guyton, all Contractors are expected to fulfill their work through actions and behaviors that support and help further the business strategies of the City of Guyton and are in alignment with policies and practices outlined in this handbook.
- **Temporary** - a position with a limited job function, ineligible for benefits, and for a period not to exceed ninety (90) days within the fiscal year for non-recurring functions.
- **Seasonal** - an employee serving in a recurring position with a specified function which is funded for part of the fiscal year; potentially eligible for holiday pay but ineligible for all other benefits.
- **Emergency Appointment** - A person may be appointed to a position in an emergency employment situation for not more than ninety (90) days with the consent of the City Manager.

All employees are classified as exempt and non-exempt according to the Fair Labor Standards Act and state law. Employment status will be clarified in employment offer letters. These employee status classifications are generally defined as follows:

- **Salaried Exempt** - Positions of a managerial, administrative, or professional nature or for outside sales, as prescribed by federal and state labor statutes, which are exempt from mandatory overtime payments.
- **Hourly Non-Exempt** - Positions of a clerical, technical, or service nature, as defined by



statute, which are covered by provisions for overtime pay.

The City of Guyton is committed to complying with all State and Federal requirements during the hiring process.

- All new employees are required to comply with employment documentation requirements such as employment eligibility (form I9), tax withholdings (W4, G4), and other pre-employment requirements as applicable to one's job including background checks and drug screening.

Employee Information / Change of Status

To help us keep necessary City records up to date, manage benefits, and so we know what to do in case you have an emergency, we ask that all employees notify us of any changes in personal information. This may include:

- Name changes
- Address and/or telephone number
- Bank account (for payroll direct deposit)
- Marital status / dependents
- Tax deduction elections
- Person to contact in case of emergency
- Any allergies or health conditions you'd like us to know about to keep you safe at work
- Educational accomplishments



Conditions of Employment

Working Hours and Schedule

The established work week and the hours of work may vary across departments based on the needs of the City and the reasonable needs of the public. The minimum work week for covered employees who are considered full time will be forty (40) hours (may vary for police department).

Department Heads will advise employees of their schedules at time of hire or as City needs change. Employees are expected to begin and end work according to this schedule, understanding that City needs often require us to be flexible. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week. Nonexempt employees are not allowed to work overtime unless overtime is approved in writing by the Department Head.

Attendance & Punctuality

Serving the needs of the City of Guyton requires every member of our team to be dependable. As with any group effort, operating effectively takes cooperation and commitment from everyone. Dependability, attendance, punctuality, and a commitment to serve our community are essential expectations of every employee and a key aspect in evaluating job performance. **Employees are expected at work, on time and ready to work, for all scheduled shifts and work commitments.** Frequent absenteeism or tardiness will result in disciplinary action up to and including discharge.

As listed in the Timekeeping section of this handbook, each employee is responsible for tracking their hours in the timekeeping method prescribed to them, whether on a paper timesheet or timeclock system. Each Department Head shall be responsible for the attendance records of all employees in the department and shall verify and approve timekeeping verifying actual hours worked during a pay period according to the FLSA and any paid time off per the Paid Time Off section of this handbook.

Unexpected Absences

The City recognizes there are times when absences and tardiness cannot be avoided. In such cases, the following protocol must be followed:

1. Employees are expected to notify their Department Head in the manner established in the department (e.g., phone or email) no later than one (1) hour prior to start of the work day. Some departments may require employees to report absences two (2) hours prior to beginning a shift as department policy.
2. The Department Head will note the absence or tardiness in the timekeeping system for tracking purposes.
3. Should absences indicate a pattern of excessive absenteeism, the Department Head will



address it with the employee, including performance counseling up to and including termination.

4. Not reporting to work and not contacting the Department Head to report the absence is a “no-call/no-show” and is a serious matter and will result in disciplinary action up to and including discharge.
5. Employees should contact their Department Head for each day of absenteeism.
6. Unreported absences (no notification) of three (3) consecutive work days generally will be considered a voluntary resignation of employment with the City of Guyton.
7. If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement must be provided, verifying the employee’s inability to work and the beginning and expected ending dates of the illness or injury. Additionally, this statement must include the employee's status for return to work.

Excessive absenteeism is defined as more than three absences in a three-month period or five absences in one calendar year. The duration of the absence is not relevant to whether excessive absenteeism has occurred.

Tardiness is defined as arriving at the workplace any time past your scheduled starting time. You are expected to be at your work location and ready to start the day at your scheduled time.

Employees should refer to the Paid Time Off section of this handbook regarding eligibility and terms for requesting time off.

Employees needing to leave work early should communicate with their direct supervisor regarding circumstances, work obligations and the potential use of Paid Time Off.

Breaks and Meal Periods

While neither the Fair Labor Standards Act (FLSA) nor Georgia law require breaks or meal periods be given to workers, we understand the need to take breaks in order to remain focused and productive.

- Non-exempt employees, with the exception of police officers, must clock out for meal periods of thirty minutes or more.
- The supervisor of each department will schedule meal periods to accommodate operating requirements. Employees will be relieved of all active responsibilities and restrictions during meal periods and will not be compensated for that time.

Employment Files

The City of Guyton shall maintain official employment files for each employee and maintain in those files all documentation of employment transactions including hiring documents, performance evaluations, changes to pay rate, etc. An employee’s medical record, form I9, any background check records or financial information shall be maintained separately from the



main employment file according to state and federal guidelines.

Public Inspection of Employment Files

Access to employment files for employees covered under these policies and all other records and materials relating to the administration of the personnel system shall be governed by the Georgia Open Records Act except when access or denial of access to a record is governed by a specific law or authority. Information which is obtained in the course of official duties shall not be released by any employee other than by those charged with this responsibility as part of official duties.

Disclosure

Subject to the restrictions stated in this Section, the following information relative to employees and former employees is available for public inspection during regular business hours and in accordance with such procedures as the City Manager may prescribe:

- Name of employee.
- Portions of the job application and resume.
- Class title, position, and salary.
- Disciplinary history, but not until ten (10) days after the record has been presented for action, including appeal of a final adverse action, or the investigation is otherwise concluded.

Non-disclosure

Subject to all applicable provisions of state and federal law, including without limitation the Georgia Open Records Act, records that are by their very nature confidential, private, privileged or create a potential risk of harm to the safety of the employee or his/her family members will not be disclosed to the public, as follows:

1. Insurance and medical records and similar files;
2. Social security number, home address, home telephone number, passwords, mother's birth name, unlisted telephone numbers if so designated in a public record, personal email addresses, cellular telephone numbers, the identity of the public employee's immediate family members or dependents and month and day of birth (O.C.G.A. § 50-18-72(a)(20)(A));
3. Records that would reveal the home address, telephone number, or insurance information of law enforcement officers, judges, prosecutors, and/or identification of immediate family members or dependents thereof;
4. Records of police officers and candidates for police officer required to be kept confidential pursuant to O.C.G.A. § 35-8-15;
5. Confidential evaluations submitted to, or examinations prepared by, the City and prepared in connection with the appointment or hiring of a public officer or



employee;

6. Any other record that may not be disclosed to the public under state or federal law.

Tobacco Policy

In keeping with the City of Guyton’s intent to provide a safe and healthy work environment, the City of Guyton is a tobacco-free environment (including smoking, smokeless tobacco and vapor cigarettes). Employees that choose to smoke, use smokeless tobacco, or “vape” may not do so on any City property or City vehicle. In accordance with this policy and the Georgia Smokefree Air Act, employees that choose to smoke, use smokeless tobacco, or “vape” may not do so within 10 feet of property entrances. In some locations, a designated location for smoking may be available, as designated by the Department Head, but must never occur near the main entry of the building. Additional break time is not provided for those that choose to smoke, use smokeless tobacco, or vape.

Drug-Free & Alcohol-Free Workplace

To help ensure a safe, healthy and productive work environment for our employees and others, to protect the City of Guyton property, and to ensure efficient operations, the City of Guyton has adopted a policy of maintaining a workplace free of drugs and alcohol. Employees are required to report to work in appropriate mental and physical condition to perform their jobs.

It is the responsibility of the City's supervisors to counsel employees whenever they see changes in performance or behavior that suggest an employee has a drug or alcohol problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them about available resources for getting help. Everyone shares responsibility for maintaining a safe work environment, and co-workers should encourage anyone who has a drug problem to seek help.

The goal of this policy is to balance our respect for individuals with the need to maintain a safe, productive, and drug-free environment. The intent of this policy is to offer a helping hand to those who need it, while sending a clear message that the illegal use of drugs and the abuse of alcohol are incompatible with employment at the City of Guyton.

Drug testing will be required as a pre-condition to employment. Random drug testing may also be administered in an effort to maintain a drug-free work environment. Drug-testing will be required following any work-related accident.

Violations of This Policy

The City of Guyton is committed to providing a safe work environment and to fostering the well-being and health of its employees. That commitment is jeopardized when any Guyton



employee illegally uses drugs on or off the job, comes to work under their influence, possesses, distributes or sells drugs in the workplace, or abuses alcohol on the job. Therefore, under authority of Georgia Law (O.C.G.A. 34-9-410) the City of Guyton has established the following policy (acknowledging that law enforcement personnel working in an undercover capacity may be exempt from portions of this policy):

1. It is a violation of City policy for any employee to use, possess, sell, trade, offer for sale, buy or offer to buy illegal drugs or otherwise engage in the illegal use of drugs on or off the job.
2. It is a violation of City policy for any employee to report to work under the influence of or while possessing in his or her body, blood, or urine illegal drugs in any detectable amount.
3. It is a violation of City policy for any employee to report to work under the influence of, or impaired by, alcohol or to use alcohol on the job, on City property, or in a City vehicle. City sponsored activities which may include the serving of alcoholic beverages are not included in this provision, though employees must govern themselves accordingly.
4. It is a violation of City policy for any employee to use prescription drugs illegally, i.e., to use prescription drugs that have not been legally obtained or in a manner or for a purpose other than as prescribed. (However, nothing in this policy precludes the appropriate use of legally prescribed medications.)

Violations of this policy are subject to disciplinary action up to and including termination.

General Procedures

An employee reporting to work visibly impaired will be deemed unable to properly perform required duties and will not be allowed to work.

1. If possible, the employee's supervisor will first seek another supervisor's opinion to confirm the employee's status.
2. Next, the supervisor and another supervisor, will consult privately with the employee regarding their observation to determine whether the employee is impaired.
3. If, in the opinion of the supervisor, the employee is considered impaired, the employee will be sent home or to a medical facility by taxi or other safe transportation alternative - depending on the determination of the observed impairment - and accompanied by the supervisor or another employee if necessary.
4. An impaired employee will not be allowed to drive. If an impaired employee insists on driving while under the influence, law enforcement will be notified.

All employees may be subject to drug and alcohol testing to ensure compliance with this policy. We may require urine, saliva, breath and/or blood samples for a drug or alcohol test. When samples need to be analyzed in a laboratory, we will use one that is properly licensed.



The City of Guyton reserves the right to conduct tests for drug and alcohol use in the following circumstances:

1. When there is a reasonable basis for suspecting that an employee is under the influence of alcohol or drugs at work (e.g., observable phenomena while at work such as direct observation of substance abuse, physical symptoms or manifestations of being impaired due to substance abuse, abnormal conduct or erratic behavior while at work, or a significant deterioration in work performance);
2. A report of substance abuse provided by a reliable and credible source;
3. Evidence that an individual has tampered with, attempted to tamper with, or sought to have someone else tamper with, his/her substance abuse test;
4. Information that an employee has caused or contributed to an accident while at work;
5. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises or while operating the City's vehicle, machinery, or equipment.

Violation of this policy or a positive result on a drug or alcohol test or a refusal to cooperate with required drug or alcohol testing will result in disciplinary action, up to and including immediate termination.

Opportunity to Contest or Explain Results

Employees and job applicants who have a positive confirmed test result may explain or contest the result to the City within five (5) working days after the City contacts the employee or job applicant and shows him/her the positive test result as it was received from the lab in writing.

Confidentiality

The confidentiality of any information received by the City through a substance abuse testing program shall be maintained, except as otherwise provided by law.

Personal Appearance & Dress Code

An important aspect of the City's public image is conveyed by the employee's personal appearance. The objective regarding appearance is for employees to be comfortable and safe during the course of performing their jobs, while portraying a professional image of the City of Guyton.

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image we present. We expect all employees to maintain a well-groomed personal appearance, hygiene practices, and dress. Be clean, be neat, be modest, avoid being overly fragrant, and remember that our people represent the City of Guyton at all times and are expected to present themselves as such.



Dress Code Requirements

Our overall dress code is business casual. All employees are required to maintain a neat and professional appearance at all times that is representative of the City of Guyton. For all positions, jewelry that may pose a potential safety hazard or noise distraction (e.g., large earrings, large rings, long or bulky necklaces, and/or jewelry that jingles with movement) should be avoided. Employees that wear uniforms (e.g., those that work in a maintenance capacity or those in law enforcement) may wear uniforms that provide a different dress code. Uniforms must be kept neat, clean and well maintained.

Unacceptable clothing items include, but are not limited to the following (note below that certain positions may have different allowances):

- Shorts
- Flip flops, athletic shoes, croc-like sandals
- T-shirts or sweatshirts
- Excessively short, tight or revealing clothing (including no spaghetti straps, tank tops, crop tops, clothing that reveals midriffs)
- Sweatpants, leggings, or athletic attire
- Jeans
- Ripped or clothes with holes; stained clothing
- Any branded items of clothing with slogans, images or large logos.

Maintenance team members may be allowed to wear shorts at supervisor discretion pending the weather. A supervisor may require an employee to wear steel-toed or other safety boots, depending on that employee's duties and activities. Employees should tuck in their shirts, and wear a belt as appropriate.

Employees with body art (tattoos) must be prepared to cover any tattoos that contain offensive language or images. The Department Head may make the determination regarding what constitutes offensive language or images. Employees with facial hair must maintain a well-groomed appearance.

Employees who do not follow these policy requirements will be required to go home and change. While employees will be allowed a reasonable time for changing, non-exempt employees will not be compensated for this time away from work. Repeated failures to adhere to this policy may lead to appropriate disciplinary action, up to and including termination. Please exercise good judgment and common sense in your physical presentation in our professional environment.

The City of Guyton recognizes the importance of individually held religious beliefs to persons within its workforce and will reasonably accommodate a staff member's religious beliefs in



terms of workplace attire unless the accommodation creates an undue hardship. Those requesting a workplace attire accommodation based on religious beliefs should discuss with their Department Head.

Please consult your direct supervisor or City Manager if you have questions as to what constitutes appropriate appearance.

Working Remotely / Telecommuting

Telecommuting is the ability to work at home, on the road, or in a satellite location for all or part of a workweek. Telecommuting may be a viable, flexible work option when both the employee and the job are suited to such an arrangement as approved in advance by management. Telecommuting may be appropriate for some employees and jobs but not for others. Telecommuting is not an entitlement, it is not a Citywide benefit, and it in no way changes the terms and conditions of employment with the City of Guyton.

Employees may not work from home without prior approval or before discussing all components of this policy with their supervisor. Individuals requesting formal or occasional telecommuting arrangements must be employed with the City of Guyton for a minimum of 12 months of continuous, regular employment and must have a satisfactory performance record. Any telecommuting arrangement must be requested, discussed and approved in advance.

Temporary telecommuting arrangements may be approved for circumstances such as inclement weather, special projects, business travel, or personal circumstances. These arrangements are approved on an as-needed basis only, with no expectation of ongoing continuance.

Other informal, short-term arrangements may be made for employees on family or medical leave to the extent practical for the employee and the organization and with the consent of the employee's health care provider, if appropriate, and assuming all considerations of an appropriate telecommuting arrangement have been met. All informal telecommuting arrangements are made on a case-by-case basis, focusing first on the business needs of the organization and in consideration of all aspects outlined in this policy.

Before approving any telecommuting arrangement, the employee and manager will evaluate the suitability of such an arrangement, including:

- **Employee suitability.** The employee and manager will assess the needs and work habits of the employee, compared to traits customarily recognized as appropriate for successful telecommuters.
- **Job responsibilities and accessibility.** The employee and manager will discuss the job responsibilities and determine if the job is appropriate for a telecommuting arrangement and required communication level and accessibility requirements.



- Equipment needs, workspace design considerations and scheduling issues. Employees approved for telecommuting must establish an appropriate work environment within their home for work purposes. The City of Guyton will not be responsible for costs associated with the setup of the employee's remote work location.
- Safety & Security. Employees are expected to maintain their home workspace in a safe manner, free from safety hazards. Consistent with the organization's expectations of information security for employees working at the office, telecommuting employees will be expected to ensure the protection of proprietary City and client information accessible from their home office.
- Tax and other legal implications. The employee must determine any tax or legal implications under IRS, state and local government laws, and/or restrictions of working out of a home-based office. Responsibility for fulfilling all obligations in this area rests solely with the employee.

Telecommuting employees who are not exempt from the overtime requirements of the Fair Labor Standards Act will be required to accurately record all hours worked using the City of Guyton's time-keeping system. Hours worked in excess of those scheduled per day and per workweek (i.e., overtime for non-exempt employees) require the advance approval of the telecommuter's supervisor. Failure to comply with this requirement may result in the immediate termination of the telecommuting agreement.

Expectations regarding work responsibilities, responsiveness and availability, and communication while telecommuting remain at a level consistent with employees working at the office or in a manner and frequency that is appropriate for the job and the individuals involved.

Inter-departmental Labor Assistance Requests

Where extenuating circumstances dictate, Department Heads or the governing authority may request inter-departmental labor assistance. In the spirit of teamwork, all City of Guyton employees are expected to support any requests to assist another department as needed. A proper inter-departmental labor assistance request shall be made between Department Heads, and define the scope and duration of such required assistance and identify the employee(s) needed. Unilateral action by a Department Head requiring such assistance without the consent and knowledge of the needed employee's own Department Head shall not be tolerated. All covered employees should cooperate fully with such inter-departmental labor assistance requests.

Workplace Safety

The City of Guyton strives to provide a safe and healthy work environment and the health and



safety of employees and guests on City property are of critical concern to us. The City of Guyton intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including recognizing dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately.

Any workplace injury, accident, or illness must be reported to the employee's Supervisor as soon as possible, regardless of the severity of the injury or accident.

Aligned with our belief that all employees should be treated with dignity and respect, we take seriously the personal safety of both our employees and anyone doing business with the City of Guyton. The City of Guyton, therefore, expressly prohibits any acts or threats of violence, whether expressed or implied, by any current employee against another employee in or outside the workplace at any time.

All reports of incidents of this nature will be taken seriously and will be addressed promptly and appropriately. An employee who violates this policy will be subject to disciplinary action up to and including termination.

Nothing in this policy is intended to prevent quick action to stop or reduce the risk of harm to anyone, including requesting immediate assistance from law enforcement or emergency response resources. If employees are confronted with an imminent threat of workplace violence, police authorities should be notified immediately by dialing 911. It is not the responsibility of any employee to intervene in any violent or potentially violent situation if doing so may pose a safety risk to the employee or others.

Weapon-Free Workplace

With the exception of our police officers issued firearms as part of their jobs, the City of Guyton prohibits employees from possessing weapons and firearms on any City properties (owned, leased or managed). A license to carry a weapon does not supersede this policy. This prohibition explicitly includes firearms of any type, including those for which the holder has a legal permit. Other examples may include, but are not limited to, knives, explosives, or any instrument or device of attack or defense.

Properties include all City-owned or leased buildings and vehicles, properties we manage, and surrounding areas such as sidewalks, walkways, driveways and parking lots. As allowed under O.C.G.A. §16-11-135, this policy does not restrict employees, if they possess a valid Georgia firearms license, from possessing a legal firearm in their personal vehicle locked out of sight within the trunk, glove box, or other enclosed compartment.



If the City suspects that an employee may have violated this policy, the City of Guyton may request employees to submit to a search of his or her person, personal effects, and vehicles (subject to any applicable state law prohibiting a search of an employee's vehicle in this situation). The City may conduct searches of any City property including, but not limited to, desks, lockers, file cabinets, computers, voicemail, and any other property or equipment owned by the City, at any time, without notice to or permission from affected employees. If an individual is asked to submit to a search and refuses, that individual will be considered insubordinate and will be subject to discipline up to and including termination.

Commitment to Safety

All incidents of violence or threats of violence or any other perceived violations of this policy that are reported will be taken seriously and investigated. The City of Guyton will decide whether its workplace violence policy has been violated and whether preventative or corrective action is appropriate. All decisions will be made in consideration of employee safety.

The purpose of this policy is preventive, not punitive. It is the responsibility of each and every employee to contribute to a safe working environment. We are committed to ensuring the personal safety of its employees and cannot do its part without the full cooperation of all employees.

Use of Facilities, Equipment and Property, Including Intellectual Property

The City of Guyton strives to provide a safe and healthy work environment. Keeping our workplace safe includes respecting the tools and resources provided to do our jobs. We expect all employees to demonstrate pride in performing their work and maintaining the resources, tools and work environments provided to do their job as if they were their own. All tools and resources provided and used in the course of performing one's job are to be well maintained, cared for, and reflective of our dedication to our work and our level of professionalism. This includes shared spaces provided for the convenience of employees. Improper, careless, negligent, destructive, or unsafe use or operation of equipment and resources can result in accidents and will not be tolerated. We expect all employees to practice good housekeeping and business etiquette in keeping their work environment neat, clean, safe, and professional.

Use of City Vehicle

Some employees in certain positions may have cause to use a City vehicle during the course of performing their work. The assignment and use of a City vehicle are a privilege and it is the City's policy to insist that employees operate it in a safe and economic manner.

This policy is intended to ensure the safety and well-being of City employees, to facilitate the efficient and effective use of City resources, to minimize the City's exposure to liability, to



monitor the use of City-owned vehicles and to comply with regulations relating to City vehicle usage.

Assignment of City Vehicles

1. City vehicles shall be assigned to departments, individual employees, or to the general vehicle pool on the basis of work responsibility. Vehicles may be assigned to employees, either solely for the use during normal working hours or as a take-home vehicle when deemed appropriate and resources permit.
2. Vehicle assignments to individuals will be reviewed and approved by each respective Department Head. The City Manager will review and maintain a copy of the vehicle assignment certification list. The vehicle list shall include: the employee's name, the vehicle number (if applicable), make and model, vehicle identification number, and license plate number. Vehicles are to be identified whether to be assigned as a take-home vehicle or vehicle to be used during normal working hours only.
3. Vehicles may be classified as take-home vehicle if one of the two conditions below are met:
 - a. Vehicle is equipped with tools and/or instrumentation that are essential in an emergency response situation. The employee responds directly to the scene of the emergency and is trained to use the tools and equipment. If response is on a rotation basis, each employee will only take home the vehicle when he/she is in "on-call" status. Note: Communication equipment alone is not considered a tool or instrumentation for this purpose.
 - b. Employee's responsibilities require that they perform certain job functions on a regular basis outside of their normal assigned schedule, and the documented miles traveled and time per year between job destinations justify the decision.

Use of City Vehicles

Acknowledging that some practices regarding the use of law enforcement vehicles by police personnel may vary, the following standards regarding use of City vehicles applies:

1. Only City employees are authorized to operate City vehicles.
2. City vehicles are to be used as necessary to conduct the business of the City and its operations. Employees shall not operate City vehicles for the purpose of conducting a private business or enterprise or any other personal use. However, it is recognized that a minimal amount of personal use during the course of the scheduled shift to include meal breaks, and other occasional personal errands, within the City limits may occur.
3. Only authorized City Personnel (including but not limited to Councilmembers, and contractors hired by the City) are permitted to ride in a City vehicle unless necessary as a direct result of the job (e.g. the arrest of a suspect). City vehicles will not be used to transport family members or other passengers not engaged in City business, without prior approval of the City Manager or Department Head.
4. All drivers and business travelers must wear seatbelts and obey traffic laws.



5. When cargo, materials, or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
6. An employee who receives a traffic citation or parking ticket while using a City vehicle will be personally responsible for the citation or ticket.
7. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds, or other locations on vehicle not designated or approved by the vehicle manufacturer for passenger seating.
8. Employees are strictly forbidden from operating a City vehicle while under the influence of alcohol, and are likewise prohibited from using prescription or over-the-counter medications, or any legal substance, which may impair their ability to safely operate a motor vehicle.
9. No employee shall place alcohol in a City vehicle; excluding police, if the alcohol is being transported in accordance with official duties.
10. Vehicles shall be kept free of litter and debris. The physical appearance of the vehicle must create a good impression.
11. The use of tobacco products is not permitted in City vehicles.

Altering Vehicles

1. City vehicles may not be altered in any way without first obtaining written approval of the appropriate Department Head including but not limited to audio equipment, window tinting, lights, changes to the engine/performance of the vehicle, etc. All approved alterations must be coordinated through the City Manager.
2. No City vehicle shall have any personal stickers, posters, signs, or any other similar attachments placed on or fixed to them unless previous approval or directive has been issued in writing by the City Manager.
3. Vehicles must be affixed with the City or Department logo. Any tampering or removal of the logo will result in disciplinary action. Logos will not pertain to unmarked police vehicles as designated by the Chief of Police and/or City Manager.

Vehicle Inspections

1. All employees will perform a “walk-around” of the vehicle to see if there are any visible problems prior to it being driven each day.
2. Before operating the vehicle, and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, bright lights, and windshield blades/washers are functioning properly.
3. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee’s supervisor.
4. Employees must comply with all preventive maintenance programs.



Vehicle Accidents

1. In the case of an accident involving any level of damage, the employee driving the City vehicle shall immediately notify his supervisor and the appropriate Police/Law Enforcement Department to report the accident and complete a full accident report.
2. Accidents involving property damage or injuries shall be investigated by the appropriate law enforcement agency (State Police, Sheriff's Office etc.).
3. In the event that the City employee is determined to be at fault, disciplinary action will be taken.
4. The City shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident or fines.

Use of Electronic Devices

Employees shall refrain from operating cell phones, navigation devices and any other devices that may cause vehicle operator distraction while operating a City vehicle. Employee's need to properly park their vehicle or use a hand-free device when using such equipment.

Use of Privately-Owned Vehicles

There are emergency situations when employee's personal vehicle is preferable because either a City vehicle is not available or because the use of a privately-owned vehicle is deemed more efficient. If mileage is to be claimed, the employee must obtain prior authorization by the City Manager.

Safeguarding Issued Equipment

1. Employees are responsible for safeguarding City-issued equipment associated with their assigned vehicles. This includes (but is not limited to) issued equipment which is normally left in the assigned vehicles. For example, if an employee leaves his assigned vehicle for repairs or maintenance (temporarily overnight), the employee shall ensure that all equipment is safeguarded prior to leaving the vehicle.
2. The City will assume no responsibility for personal property stored or left in City vehicle.

Reporting Requirements

1. For employees who fall within the provisions of the Internal Revenue Code, the City will comply with the Internal Revenue Service's regulations regarding the reporting of income. The employee is responsible for complying with all IRS regulations and any other regulatory requirements regarding employer provided vehicles.
2. During the first week of March, on an annual basis, employees must provide a copy of their driver's license to their supervisor and the City Clerk. Employees are required to notify their supervisor of any violation or summons received while operating a City vehicle. In the event of a license suspension, vehicle use privileges will be suspended and may be terminated.



Take-home Vehicle

1. Employees assigned take-home vehicles may only take the vehicle to their residence if it is located within 30 miles (based on actual driving distance) of City Hall and within the State of Georgia. Employees may with prior approval of the City Manager, drive their vehicle to a pre-approved location and after securing said vehicle, leave the vehicle parked, provided such location is within 30 miles from City Hall and within the State of Georgia.
2. No take-home vehicles will be taken to a residence where vehicles must be parked in the street.
3. Any employee on light-duty or suspension is not authorized a take-home vehicle.

Revocation of Take-Home Authorization

1. For failure to comply with the provisions of this policy or when violating the City's travel policy.
2. For a change in job assignment, duties or responsibilities such that a take home vehicle is no longer justified.
3. Based on the employee's driving history.
4. When placed on worker's compensation, or when under medical care in which driving is not permitted.
5. If the employee is on extended leave (beyond five (5) business/schedule days) the vehicle shall remain with the City.
6. When it is in the best interest of the City of Guyton.

Exception to the Vehicle Policy

1. A request must be made in writing to the City Manager stating the reason for the exception.
2. If the request is for a child, or underage (18) individual to ride in the vehicle, the individual must be supervised by the parent or guardian at all times. An individual over the age of eighteen (18) is to remain with the City employee responsible for the vehicle at all times.
3. In the event of a child in the vehicle, the speed of the vehicle should not exceed thirty-five (35) miles per hour (mph) at any time the child is in the vehicle.
4. Only trained and authorized personnel should operate the vehicle and ensure all passengers adhere to any and all safety measures specified.

Emergency Closing Plan

At times, severe weather conditions or other emergencies can disrupt operations. In all circumstances, employee safety is our first priority. Occasionally, these circumstances may require closing certain City operations until it is safe to return to work. Unless there is an announcement that your place of work is closed, you should assume that the City of Guyton is open for business. It is our plan to share communication announcements regarding



emergencies and business protocol as soon as is practical to ensure your safety and plan our operating strategy.

Please refer to the Salary Considerations: Emergency Pay section of this handbook for additional information regarding Evacuation procedures and associated pay processes.

Departments are responsible for obtaining authorization for employees to return to work following an emergent situation that required facility closures. In turn, employees will be held responsible for contacting their direct supervisor for an authorization to return to work. If employees choose to leave before a mandatory evacuation is issued and choose not to return immediately after it is lifted, this time may be considered paid leave at the discretion of management.



Standards of Conduct & Employee Relations

Expectations Regarding Conduct

The City of Guyton endeavors to employ responsible individuals and believes that the vast majority of employees are responsible citizens who understand and respect the rights and property of their fellow employees and that of the City. However, when large groups work together, reasonable rules are necessary for the orderly conduct of the operation. To this end, the City of Guyton has in effect and will establish from time to time, such reasonable rules as it considers necessary to ensure the orderly and efficient conduct of its business; to assure the safety of its employees and property, and to comply with applicable laws. As an employee of the City, employees are expected to comply with rules established by the City as listed throughout this handbook, provided in departmental training, and through management instruction. Failure to do so may result in discharge or other appropriate disciplinary measures.

Courtesy

All City employees are expected to behave in a professional, courteous, mature, impartial, and efficient manner, regardless of whether the employee is interacting with the public, fellow employees and colleagues, and any public official or appointee. Citizens evaluate City government performance based on observation of public employees. City employees should always strive to maintain the same level of polite courtesy and professionalism whether in responding to criticism or fulfilling a request for information.

Performance Counseling / Corrective Action

The orientation and on-boarding process, on the job learning, and job-specific resources such as this handbook are designed to establish performance expectations and outline workplace behavior guidelines. If, during the course of performing your job you are ever unsure of your work expectations, please ask. We want to help you be successful.

The City of Guyton expects all employees to uphold their commitments and meet the expectations set forth for them, including those in this handbook, those in their job description, and those expectations established verbally.

When performance concerns arise and expectations are not met, employees will generally, at the discretion of management, be given the opportunity to remedy performance problems.

Performance Counseling Progressive Steps

1. Performance concerns will typically be addressed verbally at first.
2. Should there be continued concerns regarding performance, a formal written counseling will be completed with goals and timeframes for corrective action.



3. If performance is not corrected, additional written counseling may be completed and the employee placed on a performance improvement plan as documented on their performance counseling documentation. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the organization. A performance improvement plan does not guarantee continued employment for the duration of the specified time period. An employee who has been counseled and is on a performance plan may be terminated at any time for any reason.
4. Management has discretion to engage in any level of performance counseling, up to and including suspension and termination, at any time based on the nature of the performance issue or concern. Furthermore, the City of Guyton subscribes to the policy of employment at will per the State of Georgia. Continued employment with the City is at the sole and exclusive option of City management and either management or the employee may terminate the employment arrangement at any time (with requested two weeks' notice from the employee).

By using a progressive counseling process, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and the City of Guyton.

Appeal Procedure

To ensure consistent treatment, all progressive counseling actions may be subject to appeal should an employee feel that he/she has been disciplined unjustly or too harshly.

1. An employee may appeal a written Performance Counseling in writing, to their Department Head, stating the specific basis for the employee's complaint and the specific relief desired.
2. The appeal must be submitted within ten (10) working days after receiving the disciplinary action. The time limit in which to file an appeal may be extended by the City Manager in connection with complaints of unlawful discrimination, harassment, or retaliation, or if necessary due to illness or other legitimate reasons.
3. The employee's Department Head will meet with the employee to discuss the specific appeal and explore next steps.
4. After considering all relevant information provided by the employee and conducting any additional investigation necessary, the Department Head should communicate a written decision to the employee. The decision of the Department Head is final. A copy of the appeal and the Department Head's decision, along with any supporting documentation, shall be sent to City Manager.
5. Any recommendation in a performance counseling process that would result in an employee being subject to demotion or termination must be made in writing and submitted for approval along with any supporting documentation to the City Manager prior to effecting the change with the employee.
 - The employee has the right to appeal such recommendation to the Mayor using



the same written appeal process. The Mayor and City Manager shall review the appeal and the Department Head's recommendation along with any supporting documentation provided and may conduct any further investigation deemed necessary in order to issue a decision. The Mayor may concur with the recommended action or impose a form of lesser discipline.

- Should the Mayor agree with the decision to proceed with demotion, the decision is final. Should the Mayor agree with the decision to proceed with suspension or termination, the employee may appeal to City Council and will be notified of the date of the hearing of the City Council. The employee may submit an additional written statement or further documentation for consideration by the City Council. Any statement or other documentation must be submitted within three (3) working days prior to the City Council hearing. It is incumbent upon the employee to demonstrate the reason that the recommended action should not be taken. The employee may be placed on unpaid leave from the date of the Mayor's decision through the date of the City Council's decision.

Employees may not appeal layoffs, reorganizations, restructuring, pay freezes, furloughs, or City Council actions.

Employment Concerns / Grievance Procedure

A healthy organization requires that employees freely and openly discuss concerns with their supervisors and management and commit to collaborative problem solving. The City of Guyton intends to respond effectively to employee concerns.

The City is no different than any other company in that occasional mistakes and/or misunderstandings will inevitably occur. When a problem arises, employees are encouraged to come forward and discuss their views openly and respectfully with their supervisor. In most situations, a collaborative resolution may be reached.

To foster sound employee-employer relations through communication and reconciliation of work-related problems, the City of Guyton provides employees with an established procedure for expressing employment related concerns. In situations where employees feel a complaint is in order, the following steps should be taken:

1. If an employee believes that he/she has a legitimate work-related complaint, the employee is encouraged to first attempt to resolve the issue(s) through discussions with his/her immediate supervisor.
2. If the situation is not resolved within a reasonable amount of time by the employee's direct supervisor, barring extenuating circumstances, it should be brought to the attention of the Department Head, in writing.
3. If the Department Head's response is not satisfactory, the employee should submit an



appeal of the Department Head's action or determination in writing to the City Manager or Mayor within ten (10) working days of receiving your Department Head's response (or if no response is received). The City Manager or Mayor may investigate the matter independently and will try to inform you in writing of his or her determination within ten (10) working days if he or she is in the office during that time. If you remain unsatisfied with the response you have received, you should submit a written appeal to the Mayor and City Council within ten (10) working days of receiving the City Manager or Mayor's response.

4. All those in the chain of command, including the employee, shall be dedicated to preserving the confidentiality and privacy of those involved to the extent feasible.

Communication Guidelines

General Guidelines

Open, honest, and respectful communication by all employees is essential in building trust, demonstrating respect and in producing success. To ensure we are all working together to meet objectives, City of Guyton employees are expected to respectfully and professionally communicate in all matters.

Workplace Technology & Telephone Use

As part of employment with the City of Guyton, team members may be provided access to a variety of network resources including email, the Internet, Local Area Network (LAN) resources including but not limited to printers, file shares, accounting software and other software systems or solutions. Appropriate use of all such resources by all personnel is expected at all times.

Any work conducted on behalf of the City of Guyton or via the City's computing and network resources shall be considered property of the City and should be consistent with the standards and mission of the City of Guyton and with this policy. Underlying this policy is the idea that each employee has a responsibility to use the City's information and technology resources in a manner that increases productivity, enhances our ability to perform our jobs, and is respectful of other employees and the needs of those we serve.

Expectation of Privacy

As the City of Guyton is a public entity, employees should have no expectation of privacy when using network resources including email, the Internet, or other systems. Email, Internet browsing history, and temporary Internet files may be reviewed by an employee's supervisor, City officials, or their designate at any time to ensure quality control, employee safety, and security. Because the City is sensitive to the legitimate privacy rights of employees, every effort will be made to guarantee that workplace monitoring is done in an ethical and respectful manner.



Etiquette

Appropriate network etiquette is expected at all times. At no time should activities of one employee preclude the use of computers, the network, or network connected systems by other users. Large downloads, print jobs, and other activities that may prevent the use of systems by others should be scheduled appropriately to reduce the impact on the business use of the systems for other users.

Passwords & Security

Appropriate security of network equipment and computer systems is imperative. Systems and system access should be secured and controlled such that only authorized users have access to appropriate systems to complete the requirements of their jobs.

1. Physical access to computer workstations, servers, printers, etc. should be limited to authorized personnel only. As much as possible, access to systems should be prevented by locked offices, locked network enclosures or other physical restrictions.
2. Access to network systems should be secured by individual username and password combinations that are not to be shared with other individuals. Personnel should be provided appropriate access to systems to perform the requirements of their job utilizing these unique username and password combinations and without requiring the knowledge of others network or system credentials. For critical access systems for which an employee may possess the only login credentials, passwords must be made available to the City Manager in the event of an emergency. Access to a system provided to service providers or technicians (e.g. remote assistance) utilizing credentials of City personnel should be monitored by that personnel.
3. Access to the City of Guyton network should be secure at all times. This includes wireless (WiFi) access as well as wired access. Vendors, customers, and the public should, at no time, be allowed to connect to the network via wireless or by physically connecting a LAN cable to their computer. All wireless devices and access points must utilize secure access and encryption with a minimum of WPA (WiFi Protected Access) protection measures.

Web Content

The City of Guyton relies on the good judgment of its team members not to access restricted content web sites on City equipment or during working hours via personal computers or phones. Team members may not use the City of Guyton equipment or resources for personal use or benefit without prior Department Head approval. Similarly, browsing the Internet for purposes other than that of fulfilling job requirements is highly discouraged.

City Email Addresses

Team members communicating using a City of Guyton email address are expected to



maintain professionalism at all times and respect that they are communicating on behalf of the City. As the City of Guyton is a public entity, employees should have no expectation of privacy when using network resources including email, which should therefore be reserved for business purposes. While occasional use of assigned email addresses may be convenient for employees to occasionally use for personal reasons, this should be in rare instances, never interfere with performing one's job, and with the understanding that these communications have no expectations of privacy.

Cell Phones

The use of cell phones should never interfere with performing one's job, respecting the time and space of others, or serve as a distraction to getting the work done or to observing safety practices. Employees should use breaks and lunches to make necessary personal calls. Always practice professional etiquette when on the phone, ensuring confidentiality at all times, never allowing cell phones to serve as a disruption.

City Issued Cell Phones

Certain positions such as Department Heads and full-time public safety staff shall be issued a smart phone by the City of Guyton. Other personnel may be issued a cell phone that provides basic voice communication functions. The City Manager will make the determination as to which employees, based on job requirements, require a traditional cell phone or a smartphone or neither.

Expectation of Responsiveness: Those employees for which a City cell phone is issued are in vital positions that occasionally require them to be in close contact as needed for City business. Employees issued a City cell phone are expected to be responsive to calls outside of regular business hours for emergent City matters.

Authorized Use: City provided cell phones should be used for city business. Occasional, infrequent use to make or receive personal calls is acceptable but should not be abused. Excessive use of a city provided phone for personal calls may result in the loss of privilege as well as potential adverse employment action.

Excessive Use: If the use of the city provided cell phone is excessive and exceeds plan limits, the employee will be counseled on this over use. Additionally, any personal use may be calculated and charged back to the employee through payroll deduction.

Installation of Apps: No apps should be installed on smartphones without first being authorized by the City Manager or his/her designee.



Social Media

The use of social media offers new ways to engage with the community and provide information regarding access to services at the City of Guyton. When engaging in social media, the lines between public and private, personal and professional are often blurred. Ultimately, **you are responsible for what you create and contribute, no matter the intent or technology.**

Only those officially designated may use social media to speak on behalf of or represent the City of Guyton in an official capacity. The City of Guyton social media sites are owned and/or managed by the City of Guyton and not by any employee tasked with managing them. **Engaging in social media communication while identified as an employee of the City of Guyton requires exhibiting the same performance standards and values as when at work.**

Nothing in this policy is intended to restrict or interfere with your rights under applicable federal, state, and local labor and employment laws, including, but not limited to, the National Labor Relations Act.



Personal Visits & Telephone Calls

While the City of Guyton is understanding of and compassionate with its employees when the unexpected occurs, disruptions during work time can lead to errors, delays, and negatively impact our work. Therefore, we ask that personal telephone calls be kept to a minimum and only be made or received after working time or during lunch or break times.

For safety and security reasons, employees are prohibited from having family members or personal guests remain on site during work hours.

Solicitation and Distribution

To ensure a productive and harmonious work environment, persons not employed by the City of Guyton may not solicit or distribute literature in the workplace at any time for any purpose.

Solicitation by employees is prohibited when either the employee soliciting, or the employee being solicited is on working time.

For reasons of cleanliness and safety, employees are prohibited from distributing literature except in nonworking areas during nonworking times.

Confidentiality

During the course of performing your job, you may be privy to confidential information regarding the City of Guyton business and its customers. Every employee is personally responsible for protecting the property entrusted to them. To do this, employees should be aware of and understand the City's assets and confidential information. All employees should be alert to any situations or incidents that could lead to the loss, misuse or theft of the City's property, particularly intellectual property. All employees should report all such situations to the City Manager as soon as they come to their attention.

Employees who improperly use or disclose confidential business information will be subject to disciplinary action, up to and including immediate termination of employment, even if they do not actually benefit from the disclosed information. It is critical for all employees to understand the proprietary nature of this information and uphold confidentiality in all business matters relating to the City of Guyton, including never disclosing, modifying, disseminating or using City information.

Conflict of Interest & Business Ethics

The successful business operation and reputation of the City of Guyton upholds all principles of fair dealing and ethical conduct of our employees. The City of Guyton will comply with all applicable laws and regulations and expects employees to conduct business in accordance with



the letter and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

Outside Employment

Employees are discouraged but not restricted from engaging in other employment during their off-duty hours. However, City employment shall be considered the primary employment and no employee may engage in outside employment which would interfere with the interests of the City.

Conflicts of Interest

It is the City of Guyton's policy that all employees avoid any conflict between their personal interests and those of the City of Guyton. **No employee shall knowingly:**

1. Engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of that person's official duties or which would tend to impair the independence of that person's judgment or action in the performance of that person's official duties.
2. Engage in or accept private employment or render services for private interest when such employment or service is incompatible with the proper discharge of that person's official duties or would tend to impair the independence of that person's judgment or action in the performance of that person's official duties.
3. Disclose personal information, including information obtained at meetings which are closed pursuant to Chapter 14 of Title 50 of the Official Code of Georgia, concerning the property, government, or affairs of the governmental body by which that person is engaged without proper legal authorization or use such information to advance the financial or other private interest of that person or others; or
4. Accept any valuable gift, whether in the form of service, loan, thing, or promise, from any person, firm, corporation, or entity, which to that person's knowledge is interested, directly or indirectly, in any manner whatsoever, in business dealings with the governmental body by which that person is engaged. These limitations are not intended to prohibit the acceptance of articles of negligible value which are distributed generally, nor to prohibit relations, nor to prohibit employees from obtaining loans from regular lending institutions. It is particularly important that City inspectors, contracting officers, and enforcement officers guard against relationships which might be considered as evidence of favoritism, coercion, unfair advantage or collusion. Violations of this policy will result in disciplinary action.

Disclosure

Any employee who shall have any financial interest, directly or indirectly, in any contract or matter pending before or within any department of the City shall disclose such interest to the City Manager, Mayor and City Council.



Recording Devices

Unauthorized possession and use of recording devices by City employees on City premises or in City vehicles are prohibited. Violation of this provision may be considered insubordinate activity, and is subject to disciplinary action, including terminations.

Political Activity

In upholding fair and equitable employment practices and our code of ethics, no City employee shall be appointed, promoted, demoted, favored or discriminated against with respect to employment because of their political opinions or affiliations.

Because part of our roles with the City of Guyton involve working with elected officials, and in many cases the election process of elected officials, the following policies regarding political activity are clarified:

1. No employee may attempt to use their position with the City of Guyton to influence the vote or political action of any individual.
2. Nothing in this handbook or policy is intended to affect the right of an employee to contribute to, hold membership in, serve as an officer or, or support a political party, vote as they choose, support or campaign for City, County, State or National political candidates, express privately their opinions on all political subjects and candidates, maintain political neutrality or attend political meetings.
3. No City employee may campaign or solicit contributions for any political organization, party or candidate during the hours of their employment with the City of Guyton.

Exception

Any City employee who, as a normal and foreseeable incident to their principal job or position, performs duties in connection with an activity financed in whole or in part by federal loans or grants comes under the Federal Hatch Act which prohibits the following:

1. Use of official authority or influence for the purpose of interfering with an election or nomination for office or of effecting the results thereof;
2. Directly or indirectly coercing, attempting to coerce, commanding or advising any other state or local officer or employee to pay, lend, or contribute any part of their salary or compensation or anything else of value to any party, committee, organization, agency, or person for political purposes;
3. Active participation in political party management or in political campaigns;
4. Being a candidate for elective office in a partisan election.

City Elective Office

No City employee shall hold an elective office as a member of the governing authority or any appointed position with the City of Guyton government (i.e., Planning Commission, Historic Preservation Commission, etc.), nor shall they solicit any contributions or assessments or



services, nor publicly endorse any candidate for any City elective office during hours of employment with the City.

No employee of the City shall continue in such employment upon election or appointment to any public office or position which is inconsistent, incompatible, or in conflict with the duties of the City employee. Such determination shall be made by the Mayor and City Council either immediately upon election, appointment, or at any time such conflict may arise.



Position Classification, Timekeeping & Pay Practices

Pay Practices

At the City of Guyton, we uphold fair and equitable compensation practices for all employees. Rates of pay will be established upon hire according to position requirements and clarified in offer letters. Compensation increases will be considered throughout employment, per budget and individual performance.

Position Classification Plan

A Position Classification Plan is a systematic framework that organizes job positions into groups based on similarities in duties, responsibilities, requirements, and therefore compensation.

The Mayor is responsible for preparing and maintaining the official, up to date Position Classification Plan for all City positions, which will be submitted to the City Council for approval. Such plan may apply to all employees of the City and any of its agencies, departments, boards, commissions, or authorities. (City Charter § 3.14). The official Plan will include a current list of class titles and class specifications. A copy of the official plan will be available for inspection by the public under reasonable conditions during business hours.

A critical component of an accurate position classification plan is the creation and maintenance of up to date job descriptions for all positions. The City Manager will work collaboratively with Department Heads to ensure that job descriptions are kept up to date per changing business needs of the City. Should a position have changes of substance that may alter its classification, such information must be submitted to the Mayor for review and approval by Council. Using up to date job descriptions, the City Manager will periodically request an independent review of classification and compensation plans in order to remain aligned with local and regional market wages.

Classification Appeals

If an employee has facts which indicate that the employee's position is improperly classified, the employee may, with the knowledge of their Department Head, request the City Manager to review the classification of the employee's position. Such requests shall be submitted in writing and shall contain a statement of justification. If not resolved to the employee's satisfaction, the employee may appeal to the Mayor.

Timekeeping

Federal and State laws require us to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is time actually spent on the job performing assigned duties. This does not include time traveling to and from work.



Non-Exempt (Hourly) Employees

- Non-exempt employees must record their actual time worked for payroll purposes, including the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason.
- Non-exempt employees may not start work until their scheduled starting time.
- Non-exempt (hourly) employees are expected to follow their work schedule and track their time worked in order to calculate pay accurately and will be paid for hours worked including overtime (which must be approved in advance).

Exempt (Salaried) Employees

- Exempt employees are required to record their daily work attendance and report full or half days of absence from work for reasons such as leaves of absence, sick leave or personal business.
- Full-time, exempt (salaried) employees are paid on a flat basis, understanding their actual hours, per work demands, may fluctuate. Full-time, exempt (salaried) employees do not “bank” worked time or track “comp time” according to FLSA definitions of exempt status.

It is the employee's responsibility to sign or digitally sign time records to certify the accuracy of all time recorded. Any errors in the time record should be reported immediately to a Supervisor, who will attempt to correct legitimate errors in collaboration with payroll.

Altering, falsifying, or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

Compensation Plan (Pay Ranges)

The Mayor, in collaboration with the City Attorney and City Manager, shall create and maintain a City of Guyton Compensation Plan which shall be applicable to all positions on the Position Classification Plan. Each position shall have an associated salary range to determine compensation.

The Mayor shall occasionally review and update the Compensation Plan in alignment with the Position Classification Plan. Each established salary range shall include a minimum and a maximum salary rate and employees shall be paid at a rate of pay within the pay range of the position they hold. The City Manager will report any exceptions to the compensation plan in writing to the Mayor, who may make recommended actions to the governing authority.

Employee Payday

Employees are paid every other Friday. If a payday falls on a holiday, all employees will be paid on the following regular business day. Each paycheck will include earnings for all work



performed through the end of the previous payroll period.

Direct Deposit

As a service to team members, the City of Guyton offers direct deposit of pay into individual checking or savings accounts. To participate, a team member's bank or financial institution must be a member of the National Automated Clearing House and be capable of receiving and processing electronically transferred funds. Team members must complete an authorization agreement and furnish their correct account number and routing number to enroll in direct deposit.

Paychecks / Payroll Deductions

Payroll stubs itemize deductions made from gross earnings. By law, the City of Guyton is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments.

Every employee must fill out and sign a federal withholding allowance certificate, IRS Form W-4, on or before his or her first day on the job. This form must be completed in accordance with federal regulations. Mandatory deductions, such as federal taxes (e.g., Social Security FICA) and applicable city and state taxes will be made from every employee's wages per their withholding selections and as required by law.

Every employee will receive an annual Wage and Tax Statement, IRS Form W-2, for the preceding year on or before January 31. Any employee who believes that his or her deductions are incorrect for any pay period, or on his or her W-2, should check with management immediately. You will be given time to do this during the workday.

Paid Time Off benefits will be reflected on employee pay stubs. In alignment with the Paid Time Off section of this handbook, employees requesting time off must refer to their pay stub to ensure the request is context of their available time off benefits.

Garnishment of Wages

We hope you manage your personal affairs such that this does not occur, but the City of Guyton may be required by law to recognize certain court orders, liens, and wage assignments requiring garnishment of your wages. When the City of Guyton receives a notice of a pending garnishment or wage assignment, your supervisor will discuss the matter before involving payroll parties, and you will be notified of the garnishment. Forms and paperwork should be completed and submitted within the allotted time frame. Payroll will process the garnishment and begin to deduct funds from your paycheck when the appropriate agency serves notice to do so. Pursuant to the Consumer Protection Act, if your earnings are garnished for more than one indebtedness, this may be cause for dismissal, and forfeiture of your unemployment



benefits.

If the employee believes he or she has been subject to any improper deductions, the employee should immediately report the matter to the City Manager for resolution.

Salary Advances

The City of Guyton does not permit advances on paychecks or against accrued paid time off.

Overtime

Periodically, in order to meet the demands of our positions, additional work may be required from all of us. Supervisors are responsible for monitoring business activity and requesting overtime work of non-exempt employees if necessary. Efforts will be made to provide employees with adequate advance notice in such situations. Department heads are responsible for assuring that required overtime is distributed among employees on as equitable basis as the skills of their employees and department needs and the welfare of the employees will allow.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) his/her normal hourly wage for all time worked in excess of forty (40) hours each week, unless otherwise required by law. Overtime for police officers is based upon hours worked in excess of eighty-six (86) hours during any two (2) week pay period.

Employees may work overtime only with prior management authorization. At management's discretion, an employee's work schedule may be adjusted during a workweek to avoid overtime.

For purposes of calculating overtime for non-exempt employees, the Department Head will define the workweek according to the Department needs (for example, begins at 12:01a.m. on Monday and ends at midnight on the following Sunday night).

Only hours worked are factored into overtime, not hours for Paid Time Off (PTO).

Salary Considerations

Merit Increase

Employees who consistently meet all performance requirements of their position and receive a positive performance evaluation by their Department Head may be eligible to receive a merit increase to their annual base salary, as follows:

- All regular full-time and part-time employees that have been employed for 12 months will be eligible for a merit increase;
- Merit increases are dependent on the City's annual budget;
- Any budgeted merit increases will depend upon the performance evaluation rating of the employee;



- When City budgets allow for merit increases, Department Heads shall evaluate the distribution of funds according to employee performance evaluations and submit all recommendations to the governing authority, who must approve any merit increases before such increases are effective;
- The first payroll period following the twelve (12) month review period shall be the eligible date of any merit increase.

Temporary Pay Increase

Occasionally, employees may be asked to take on additional duties to assist the City during staffing changes. Should an employee be required to perform work in a higher classified position or be assigned additional work due to changes in staffing which significantly increase the employee's responsibilities on a temporary basis, the following shall apply:

- Acting in the Capacity of a Higher-Level Position: An employee performing temporarily the duties of, and acting in the capacity of, a higher-level position for at least three weeks shall receive a temporary salary increase of five (5%) percent. The salary increase shall be retroactive to the onset of the assumption of duties.
- Assignment of Additional Duties and Responsibilities. An employee who is assigned and required to perform extraordinary and significant additional duties and responsibilities on a temporary basis in his or her current classified position shall receive a temporary salary increase of between one percent (1%) and ten percent (10%) up to the maximum period of one (1) year, if the additional responsibilities occur for more than three (3) weeks for non-shift-work employees or four (4) successive shifts for shift work employees. The salary increase shall be retroactive to the onset of the assumption of duties. The Department Head and City Manager shall consider the following in order to propose the temporary pay increase to the Mayor:
 1. Nature of the duties to be performed;
 2. Responsibility of the position held to include supervision of additional employees or projects;
 3. Subject matter or nature of the work to be performed relative to the employee's prior duties;
 4. Training requirements needed to perform the additional duties and responsibilities;
 5. Duration of the work to be performed;
 6. The experience and performance of the particular employee who is to receive the temporary pay increase;
 7. Time requirements demanded by the additional work; and
 8. Additional duties are generally considered to be outside the normal duties.
 9. Changes in duties and requirements during the time the employee is performing them may result in increases or decreases to the percentage of temporary pay.



Salary Changes With Promotion / Demotion / Transfer

The City of Guyton believes in the professional development of our employees and works to promote from within whenever possible. Employees promoted to a new position with a higher pay classification will receive a salary increase according to experience, skills and qualifications, at least to the minimum of the new salary range.

Employees demoted to a position having a lower rate of pay will receive a decrease in salary only if their current pay rate is more than the maximum of the pay range for the lower position.

Employees transferring to another position whose pay is within the range of the new position will typically not receive an adjustment to salary. However, adjustments of up to 5% may be made if the employee's rate of pay is not at the minimum of the new range.

Compensation & Process for Serving as a Witness

An employee required by a federal or state subpoena to attend court, grand jury or inquest call by the coroner or to be a witness on behalf of the City concerning job related duties in any penal or civil action, shall be compensated according to this process:

1. Employees must notify their supervisor as soon as possible upon receiving the order to appear in court, at least 24 hours' notice whenever possible
2. Non-exempt employees will be paid their regular rate of pay according to the hours required and hours served outside their regular work schedule shall be considered working hours when calculating overtime.
3. Exempt employees will be paid as normal for the time serving in this capacity.
4. A mileage allowance will be provided for distances to and from the employee's usual place of employment to the place where the testimony is to be given. No mileage allowance will be provided when the employee is operating a City-owned vehicle.
5. Employees must provide a copy of their notice to appear / subpoena with dates and times served.
6. No employee may claim or receive more than one witness fee per day regardless of the number of subpoenas which the employee may have received.
7. In addition to the employee's regular and overtime pay, any employee ineligible to receive a state authorized witness fee under O.C.G.A. § 2-10-27 shall be paid an additional \$25.00 for appearance on behalf of the City before any court, the grand jury or a coroner's inquest.

Reimbursement for Moving Expenses

When relocation is required to recruit and select qualified employees as determined by the governing authority, reimbursement for moving expenses, or an allowance for such, may be included in the offer letter, along with terms, to new employees.



Call-back Pay

Non-exempt employees required to return to work following the completion of a normal work shift will be paid a minimum of two hours pay. This provision will not apply to the extension of a normal work shift.

Emergency Pay

A reality of living near the Georgia coast means we are occasionally subject to severe weather. The safety of all employees is of utmost importance to us and the City of Guyton will monitor weather information and instructions provided by local and state agencies during inclement weather in order to make prudent decisions regarding closures.

In a declared State of Emergency that directly impacts or affects the City of Guyton, when announced by the President of the United States, Governor of the State of Georgia, or the governing authority of Effingham County, Georgia, City employees will be paid as follows:

VOLUNTARY EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
With approval of supervisor, may choose to leave work to evacuate and use accrued PTO or take authorized leave without pay to substitute for the regularly scheduled time not worked. <i>Expected to be available to check-in during this time for communication updates and other City business needs.</i>	With approval of supervisor, may choose to leave work to evacuate and use accrued PTO or take authorized leave without pay to substitute for the regularly scheduled time not worked.
MANDATORY EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
With approval of supervisor, may choose to leave work to evacuate and will be paid for their regularly scheduled time not worked for the duration of the mandatory evacuation order. <i>Expected to be available to check-in during this time for communication updates and other City business needs.</i>	With approval of supervisor, may choose to leave work to evacuate and will be paid for the duration of the mandatory evacuation order for the days the day(s) and hours they would normally be scheduled to work.



WORKING DURING AN EVACUATION	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
Exempt employees, except City appointees and Department Heads, required to work will be paid Emergency Pay at their computed hourly rate for all hours in excess of fifty (50) hours worked in a pay period during the mandatory evacuation.	<p>Non-exempt employees required to be on the job during a mandatory evacuation under a declared State of Emergency shall be paid emergency pay for all hours worked.</p> <ul style="list-style-type: none"> Emergency pay is paid at the premium rate of one and one-half times the employee's regular rate of pay. Overtime is paid at one and one-half times the Emergency Pay Rate.
	A non-exempt employee who is not scheduled to work but works after being requested to do so by his or her supervisor during a mandatory evacuation shall be paid emergency pay.
IF A CITY FACILITY IS CLOSED BY ORDER OF THE MAYOR FOR AN EMERGENCY	
Full-Time Exempt (Salaried)	Full-Time Non-Exempt (Hourly)
Employees assigned to that location may work from an alternate location until the facility is reopened or relocated or discuss other options with their supervisor. Depending on the nature of the emergency, employees may be paid during the closure, may be paid emergency pay if working, or may be eligible to take time off using available PTO. The City Manager will make this determination based on the nature of the closure and expected duration.	Employees assigned to that location may work from an alternate location until the facility is reopened or relocated or discuss other options with their supervisor. Depending on the nature of the emergency, employees may be paid during the closure, may be paid emergency pay if working, or may be eligible to take time off using available PTO. The City Manager will make this determination based on the nature of the closure and expected duration.

All employees are asked to monitor City communications for updates regarding the status of returning to work. When conditions warrant returning to work, this will be communicated via City communication updates and employees will be expected to make reasonable efforts to get to work. Returning to work when it is safe to do so after an evacuation closure often means there is much work waiting for us to serve our community. Therefore, the expectation is that employees return to work when the City re-opens for employees.

Employees unable to arrive for work once announced to return will be required to use PTO. If no PTO time is available, non-exempt employees will not be paid for the day. All employees



who are unable to report to work should call their immediate supervisor and report their absence with as much advance notice as possible prior to the start of their work day.

Time absent from work due to inclement weather is not counted as hours worked when computing weekly overtime.

Business Expense Reimbursement

Any employee who is required to travel outside of the City of Guyton on official business shall first have the travel approved by his or her supervisor, and for overnight trips, also by the City Manager. Employees are expected to exercise restraint and good judgment when incurring expenses. Employees will be reimbursed for reasonable, pre-approved expenses incurred in the course of business per the government's US General Service's Administration per diem guidelines for domestic travel <https://www.gsa.gov/travel/plan-book/per-diem-rates> .

Employees must follow these processes for travel expense reimbursement:

1. All requests for travel shall be submitted through Department Heads.
2. Employees should strive to use City-owned vehicles for transportation, if possible; in the event the employee uses his or her personal vehicle, the employee shall be reimbursed for mileage at the current Federal rate. Employee travel by air or bus transportation, if necessary, shall be arranged and paid by the City Clerk.
3. Reimbursement for meals shall be equal to the per diem amounts prescribed by the United States General Services Administration for the appropriate locale.
4. Per the USGSA per diem guidelines, when travel is more than 12 hours and overnight lodging is required (or at the approval of their supervisor), employees are reimbursed for the actual lodging cost per approved rates. Employees should make every effort to arrange accommodations in hotels or motels with moderate rates or in hotels or motels offering government rates within USGA per diem guidelines.
5. Miscellaneous expenses such as taxi fare, parking charges, etc., will be reimbursed on an actual cost basis. Receipts are generally not required.
6. If authorized to use a City credit card, employees are encouraged to pay for travel expenses with such card to facilitate accounting and auditing.



Employee Time Off & Benefits

Holidays

The City of Guyton recognizes and will grant paid holiday time off to all regular, full-time employees for the designated holidays listed below:

- New Year's Day
- Martin Luther King, Jr. Day
- Good Friday (Friday before Easter Sunday)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

Holiday Pay Procedures

1. When a Holiday falls on a Sunday it will be observed on the following Monday.
2. If the Holiday falls on a Saturday, it will be observed on the preceding Friday for employees who normally work weekdays.
3. Police officers and others who have irregular shifts will celebrate the designated day as directed by the City Manager.
4. Holidays which occur during an employee's leave will be paid as holiday for eligible employees and not from their leave.
5. Holiday pay will be paid per the number of duty hours regularly scheduled.
6. Non-exempt employees who are required to work on a holiday shall be paid at a rate of one and one-half (1 ½) times their regular rate of pay. For personnel working on shifts, the holiday will be observed from the Day Shift beginning on the holiday.

Paid Time Off (PTO) & Benefits

The City of Guyton recognizes we all need opportunities to enjoy time away from work and we all have personal needs that occasionally impact our work obligations. All regular, full-time employees will be granted paid time off (PTO) on an annual basis once they fulfill their introductory period. **The PTO "bank" is to be used for sick days, vacation, personal days, and other requests to be absent from work.** Please keep in mind attendance expectations and refer to the Attendance section of this handbook.



PTO Eligibility & Accrual

Full Time Employment	Annual PTO Accrual
Greater than 90 days & fulfillment of the introductory period - less than 1 year	7 days
2-5 years employment	15 days
6-10 years employment	20 days
11-20 years employment	25 days
21+ years employment	30 days

Using PTO

1. Regular, full-time employees begin accruing PTO upon completion of the introductory period. The full annual number of eligible hours will be available upon eligibility.
2. The City encourages all eligible employees to use their benefit of the paid time off away from work.
3. Employees that have used at least 40 hours of PTO throughout the year may carry over up to 40 hours of unused PTO at the end of the year. In addition, note the option for PTO “sell back” in the next section.
4. Exempt employees may take half days (4 hours at the time) of PTO. Non-exempt employees may request days off only in full days.
5. Upon voluntary resignation or retirement from the City, up to 40 hours of unused PTO may be paid out, assuming the employee has fulfilled an adequate notice period. Upon involuntary separation from the City (termination for cause), unused PTO is forfeited.

Requesting Time Off

1. Whenever possible, days off must be scheduled in advance. The City of Guyton requires at least two (2) weeks’ written notice unless there is an emergency.
2. All time off requests should be submitted in writing using the Time Off Request form/process. **It is the responsibility of each employee to verify that they have accrued the requested time off before submitting a time off request.**
3. Days off are subject to approval based on staffing needs.
4. While we do our best to accommodate all vacation requests, there are times when business needs dictate our schedule in order to be responsive to City needs. Vacation requests are subject to management approval.
5. If an employee has exhausted their PTO, they may submit a request to their supervisor requesting days off without pay, including a reason for the requested absence. If approved, these days will be unpaid.
6. If for any reason an employee is unable to be at work due to illness, the employee must notify their direct supervisor as soon as possible. This policy applies for each day of his or her absence. More information may be found in the Attendance section of this handbook.



PTO “Sell Back”

Employees with PTO time remaining at the end of the year may have the option to “sell back” those days to the City and receive compensation instead of paid time off. Up to eighty (80) hours (or 86 hours for police personnel), of unused PTO may be requested for Sell Back each calendar year if the following conditions are met:

1. Forty (40) hours of Paid Time Off (36 hours for police personnel) has been used by the employee during the previous twelve (12) months;
2. The total number of hours requested to sell back is less than the total number of hours of accrued annual leave on the date of the request (an employee may not request to sell back more hours than they have accrued);
3. The request must be made in writing to the Department Head.

Upon written request prior to a notice of termination, an employee may also be permitted to use up to forty (40) hours of unused PTO to repay the City for any just debt owing to the City for which a payroll deduction would be authorized. The use of PTO to pay the debt shall be in lieu of a cash payment or payroll deduction from the employee’s earnings.

Health Insurance

After 30 days’ employment, full-time employees are eligible to choose to participate in the City of Guyton's health, vision and dental insurance programs at a discounted group rate for employees. Insurance plan options also include life, accidental death and dismemberment, and long-term disability insurance coverage as prescribed by the governing authority. Employees will be responsible for a portion of the costs of these benefits as determined by the governing authority.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail, along with enrollment instructions and the costs to the employee.

Health Insurance offerings may change over time and nothing in this handbook guarantees availability of any specific benefit plans.

Pension/Retirement Benefits

Employees may be eligible for retirement benefits under the City Pension Plan. Additional information will be provided to employees upon eligibility.

Family Medical Leave Act (FMLA)

Family medical leave provides eligible employees with an unpaid leave of absence that may be taken for certain reasons relating to medical conditions or family responsibilities. To qualify to take family or medical leave under this policy, the employee must meet ALL of the following conditions:



- 1) The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive.
- 2) The employee must have worked at least 1,250 hours for the City during the 12-month period immediately preceding the commencement of the leave. The 1,250 hours do not include time spent on paid or unpaid leave.

Type of Leave Covered

To qualify as FMLA leave under this policy, the leave must be for one of the reasons listed below:

- 1) **The birth of a child** and in order to care for that child, **or the placement of a child for adoption or foster care** and to care for the newly placed child.
- 2) **To care for a spouse, child or parent with a serious health condition.** Spouse is defined as per a legal marriage in the state in which the marriage was entered into. The City will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay
- 3) **A serious health condition of the employee** that makes the employee unable to perform the functions of his or her position. The City will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.
- 4) **Qualifying exigency leave for families of members of the National Guard or Reserve or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.** The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay.

Such leave may be taken intermittently or on a reduced schedule, if medically necessary. This means, where appropriate, taking leave in blocks of time, or by reducing the normal weekly or daily work schedule, so long as FMLA leave does not exceed a total of (12) twelve weeks during the calendar year.

FMLA for Employed Spouses

- A husband and wife who are eligible employees are limited to a combined total of twelve (12) weeks leave in any calendar year for the birth or care of the employee's child, for placement or care of an adopted or foster child, or to care for an employee's parent with a serious health condition.
- If one spouse is ineligible for the leave, then the other spouse, who is an eligible employee, is entitled to the full twelve (12) weeks of leave.

Designation of FMLA Leave

The Department Head or appointing authority, after consultation with the City Manager, will



determine when leave is to be counted as FMLA based on medically certified information received from the employee or the employee's spokesperson. Notice of the designation shall be provided in writing to the employee within two (2) working days, absent extenuating circumstances, of acquiring knowledge that the leave is being taken for family and medical leave reasons.

Retroactive Designation

If the reasons for taking sick leave are made known and qualify for FMLA leave after the paid leave has begun, but before the employee returns to duty, the entire or some portion of the paid leave period may be retroactively designated as FMLA leave to the extent that the paid leave period qualifies as family and medical leave.

Leave may not be designated retroactively as FMLA leave after the employee returns to work, except as follows:

- When an employee is absent for a short period of time and the reason for the absence is not known until after the employee returns to work; or
- When the reason for the leave cannot be confirmed as qualifying as FMLA leave, or when a requested medical certification or recertification has not been received, in which case, a preliminary designation may be made and finalized when the requisite information is available.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Department Head at the earliest possible time.

1. Within five business days after the employee has provided this notice, the City will complete and provide the employee with the DOL Notice of Eligibility and Rights.
2. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice.
3. Within five business days after the employee has submitted the appropriate certification form, the City will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice.

Denial and Appeal of FMLA Requests

An employee whose application for FMLA leave has been denied shall be notified in writing of the reasons for the denial, of the right of appeal within three (3) working days to the Department Head or appointing authority, including providing all supporting documentation, and that failure to respond in a timely manner will result in forfeiture of any further right of appeal. The employee's response must be in writing.

The Department Head or appointing authority shall review the employee's information and issue a final determination within three (3) working days to include the reasons for the denial,



of the right of appeal within three (3) working days to the Department Head or appointing authority, including providing all supporting documentation, and that failure to respond in a timely manner will result in forfeiture of any further right of appeal. The employee's response must be in writing.

The City Manager shall review the record and issue a final determination within three (3) working days following receipt of the appeal. The decision of the City Manager shall be binding on the employee, the Department Head and the appointing authority.

The City Manager may extend the time limits herein when more time is needed to gather additional supporting documentation to make a determination.

Intermittent Leave or Reduced Leave Schedule

The employee may take FMLA leave in 12 consecutive weeks, or in certain certified circumstances, may use the leave intermittently (taking days periodically when needed over the year).

Leave taken after the birth or placement of a child for adoption or foster care may not be taken on an intermittent basis or on a reduced leave schedule without approval of the Department Head or appointing authority.

Leave taken for a serious health condition of the employee or an employee's immediate family member may not be taken on an intermittent basis or on a reduced leave schedule unless medically necessary.

An employee may be transferred temporarily to an available position for which the employee is qualified, that has equivalent pay and benefits, and that better accommodates recurring periods of absence.

Medical Certification

Each designation of leave as FMLA leave for a serious health condition of the employee or the employee's immediate family shall be supported by a medical certificate issued by a health care provider attending the seriously ill person. Additionally, foreseeable family and medical leave may be delayed until proper certification is provided.

Health Coverage During FMLA

- **Continuation:** Benefits to eligible employees covered by the City's group health plan shall continue for the duration of the leave at the same level and under the same conditions as if the employee was still at work.
- **Payment of Premiums:** The employee is responsible for payments, if any, owing to the group health plan during the leave period. Health benefits may be canceled when the



employee's payment is more than thirty (30) days late and the employee has been given fifteen (15) days written notice of the impending cancellation.

- Recoupment of Premiums: The City may recover its share of health plan premiums during any period of FMLA leave not covered by paid leave if the employee fails to return to work after FMLA entitlements have been exhausted or expires, unless the reason the employee does not return to work is due to:
 - The continuation, recurrence, or onset of a serious health condition of the employee or the employee's family member, which would otherwise entitle the employee to leave under FMLA; or
 - Other circumstances beyond the employee's control, such as caring for a seriously ill family member, in which case the employee shall provide a medical certification of such illness within thirty (30) days of the request for such certification from the City.

Other Terms of Leave

- An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all Paid Time Off (PTO) leave prior to being eligible for unpaid leave.
- Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.
- An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by the City's sick leave policy) prior to being eligible for unpaid leave. All leave taken will be counted toward the required 26-week entitlement.

Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the City may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work. The Department Head will periodically touch base with employees on leave to check-in with them.

Return to Work After FMLA

An employee who returns to work for at least thirty (30) calendar days, or shift equivalents, shall be deemed to have "returned" to work for FMLA purposes. An employee who transfers directly from taking FMLA leave to retirement or who retires within the first thirty (30) days after returning to work also is deemed to have "returned" to work. However, an employee who resumes the duties and responsibilities of his or her position shall furnish a health care provider's written statement of release to return to work. The statement shall include any limitations or restrictions in ability to perform the employee's duties and responsibilities.



An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from a health care provider.

1. On return from FMLA designated leave, the employee will be reinstated to the same position the employee held when leave commenced, or to an equivalent position with the same pay, benefits, and other terms and conditions of employment.
2. If the employee is unable to perform an essential function of the employee's former position because of a physical or mental condition, the employee may not be restored to the same or equivalent position unless the nature of the illness is a disability for which reasonable accommodation may be required by federal or state law.
3. Employees who are salaried and who are among the highest paid ten percent (10%) of all City employees may be denied job restoration when necessary to prevent substantial and grievous economic injury to the business operations of the City unless the nature of the illness is a disability for which reasonable accommodation may be required by federal or state law.
4. If an employee's performance review date occurs during a long term FMLA leave period, the employee must not be evaluated until the employee returns to work. The performance review will be completed within the first thirty (30) days upon the employee resuming his or her job responsibilities. This paragraph shall not apply to intermittent leave or reduced schedule leave.
5. If an employee fails to return to work from FMLA leave after the allowed twelve (12) weeks of leave have been taken, the employee may be subject to lay-off.

Other Types of Leave

Personal Leave

Employees who need a leave of absence for health-related or personal reasons and who are not eligible for leave under any other leave policy may submit a written request for personal leave to the City Manager after discussing with their Department Head. The request for leave must be submitted as soon as practicable after the need for leave becomes known. The request for personal leave will be considered in light of all relevant circumstances, including the business needs of the City, the City's ability to cover the employee's work during the employee's absence, the employee's length of service, and the employee's performance while on the job.

1. If a personal leave is granted, it will be for a fixed duration (which must be specifically requested and justified by the employee), not to exceed 60 days.
2. Once a personal leave has been granted in writing, the employee no longer needs to comply with the City's general "call-in" requirement for absences for the remainder of the approved leave.
3. Discretionary leave is unpaid, but an employee must use any available but unused paid time off (PTO) at the outset of the personal leave.



4. The City will make a good faith effort to reinstate an employee returning from personal leave to his or her pre-leave position or to another position for which the employee is qualified, but the City does not guarantee reinstatement from a personal leave.
5. The City reserves the right to require a fitness-for-duty certification from a health care provider as a condition to reinstating an employee from a leave due to the employee's own health condition.
6. An employee who is unable to return to work at the end of an approved personal leave but who does expect to be able to return to work after an additional fixed period of time may, before the expiration of the approved personal leave, request in writing an extension of the personal leave for a specified period of time, not to exceed 60 days. This request should be made as far in advance of the expiration of the approved personal leave as is practicable under the circumstances. A request for an extension of personal leave will be considered in light of all relevant circumstances.

Parental Leave

The City of Guyton offers all full-time employees that have worked for the organization for at least twelve 12 months up to six weeks unpaid parental leave after the birth or adoption of a child.

Administrative Leave

Administrative leave with pay is leave that is ordered by a Department Head or appointive officer and confirmed by the Mayor, to meet a need of the City. An employee may be ordered to be absent from the workplace, with pay, while internal investigations are being conducted, while awaiting further communications or hearings, or under any other conditions where the City Manager deems administrative leave appropriate. Administrative leave constitutes a suspension, and any director, officer, or employee placed on administrative leave shall have a right to appeal such action to the City Council, which, after a hearing, may override the Mayor's action by a vote of three (3) council members. See City Charter § 3.10 (e)

Jury Duty

The City of Guyton supports the civic duty of all employees. The City of Guyton will grant employees time off for mandatory jury duty or court appearances as a witness when the employee must serve or is required to appear as a result of a court order or subpoena. Employees called upon to serve on jury duty are eligible to receive full pay for regularly scheduled hours. The check from jury duty service must be endorsed and sent to the Chief Financial Officer, whereupon the employee will receive normal salary for that pay period. Time paid for jury duty is not counted as time worked for overtime purposes. Employees should notify the City Manager immediately when a jury summons is received so that proper arrangements can be made for the employee's absence.



Bereavement Leave

In the unfortunate event that an employee suffers the loss of an immediate family member (defined per this policy as spouse, child, sibling, parent, grandparent, or step relations or in-laws of the same), the employee will receive three (3) paid days off without impact to their paid time off balance. If additional bereavement time is requested, employees may be granted a personal leave of absence with or without pay, at the discretion of management.

In the unfortunate event that an employee suffers the loss of a relative not in the immediate family (as described above), the employee will receive one (1) paid day off.

Pay will be made at the team member's regular rate of pay.

Voting Leave

In accordance with Georgia law (O.C.G.A. § 21-2-404), the City of Guyton provides employees up to two hours off to vote in any election for which they are registered and qualified. This law does not apply if the employee begins work more than two hours after the polls open or leaves work more than two hours before the polls close.

Military Leave

The City of Guyton supports and appreciates our men and women in the military. Unpaid military leave is granted to any regular full or part-time employee for training and service performed by an inductee, enlistee or reservist, or any entrant into a temporary component of the Armed Forces of the United States according to all guidelines of the Uniformed Services Employment and Reemployment Rights Act (USERRA). While an employee is on military leave of absence, the City does not pay wages; however, the employee can use accrued PTO leave while on military leave. Employees who must be away from work for military service must, whenever possible, provide reasonable advance notice of the need for leave to their supervisor and provide a copy of their military service orders. Upon completion of military service requiring absence from work, employees on military leave must return to work or apply for reinstatement within the time limits established by applicable law.

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, employees who are out on military leaves of absence will retain their health insurance coverage for the first 30 days of uniformed service. Employees out on military leaves of absence which extend beyond the 30 days will be eligible for continued group health insurance benefits for up to 24 months at the employee's sole expense.

Workers' Compensation

On-the-job injuries are covered by our Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should

report the incident as soon as possible to their Supervisor. Failure to follow the City of Guyton procedures may affect the ability of the employee to receive Workers Compensation benefits.



Employee Development & Performance Evaluation

Professional Development

The City of Guyton believes in investing in its employees through continued professional development and skill enhancement. The following opportunities for professional development may be available to employees:

Training

It will be the responsibility of the City Manager to foster and promote ongoing training of employees for the purpose of improving the quality of service rendered to the City and to assist employees to equip themselves for advancement. The Police Chief will monitor and ensure that law enforcement personnel take responsibility for meeting required annual training hours.

The City Manager (or Police Chief for the Police Department) shall establish standards for training; ensure that the training is conducted as approved; prepare certificates or other forms of recognition to employees who satisfactorily complete approved courses and programs; aid Department Heads in developing and conducting training to meet specific needs of their departments; and develop supervisory and management training and other types of training programs common to all departments.

Conferences and Workshops

Employees seeking to pursue any professional development activities through participation in professional conferences and external development workshops are required to seek pre-approval in order to receive reimbursement and are asked to be cost-prudent in pursuing these opportunities. Any attendance at conferences and workshops must be approved in advance before being booked.

Educational Assistance

For employees continuing their formal education relative to the nature of their profession, the City of Guyton will reimburse a portion of the cost of tuition and books, subject to the following terms and conditions, as an incentive for employees to enroll in education courses that will enhance their job performance. The following conditions apply:

1. Regular, full-time employees with at least one (1) year of service are eligible for tuition reimbursement.
2. The course work must be job-related in that it will tend to improve the employee's current job skills and performance or help prepare the employee for other career assignments with the City.
3. The course work is part of a curriculum leading to a degree in a field of study related to the employee's current job or career path with the City.
4. The course work is offered by an accredited college or university. Correspondence and distance learning courses qualify for tuition reimbursement.
5. The course work is completed while the employee is on the active payroll of the City.



6. The course is completed with at least a “B” grade or better. Grades for graduate courses must meet the requirements of the graduate school.
7. The course work is not to interfere with the work schedule of the employee or adversely affect the workload of the department.
8. The maximum amount of educational assistance reimbursement per employee, per year shall be:
 - \$2,625 for Bachelor’s & Master’s degrees
 - \$1,750 for Associate’s degrees
 - Should an employee hold a position for which a High School Diploma or equivalent is not required, or they have been hired with experience in lieu of education requirement, and they wish to pursue their High School Diploma equivalent (GED), the cost of sitting for the exam shall be reimbursed by the City.

Educational Assistance Process

1. The employee must complete an Educational Assistance Request form and obtain approval of the Department Head and City Manager prior to the start of the course work.
2. A final grade report and a receipt for the actual cost of tuition and books are required to obtain reimbursement. No reimbursement shall be made for computer hardware, computer software, materials or supplies.
3. Employees who leave the employment of the City within one (1) year of receiving educational assistance authorize the City to deduct the amount of tuition paid during the immediate twelve (12) months prior to their separation from their final paycheck or make other arrangements with the approval of the City Manager. The reimbursement amount is calculated on a pro-rated basis.

The achievement of any form of continuing education relevant to an employee’s position will be considered when evaluating merit increases. Increasing our collective intellectual capital is a benefit to not only the employee but the City as well.

Performance Feedback & Evaluations

Objective

The City of Guyton believes it is important for us all to know how we are doing in the course of performing our jobs. Regular, honest performance feedback is part of our culture of open communication and will be provided to all employees. Formal, written performance evaluations will provide a structured opportunity for employees to meet with their direct supervisor to review performance, goals, and expectations.

Timing

Following the first 90 days of employment, each new employee will participate in a formal performance discussion following their introductory period (a 90-day performance discussion will also occur following an employee’s first 90 days in a new position). Performance evaluation



discussions will occur annually thereafter.

Process

Formal evaluation discussions regarding performance, quality and quantity of work, demonstration of values and teamwork, adherence to policy, and establishing goals will be conducted annually and on other more frequent intervals as a commitment to the professional development of our team. A structured process and form will be provided by the City to capture all performance evaluation discussions in writing. An integral component of this process is an open, two-way dialogue with one's manager to discuss performance feedback and objectives.

Employee Response

Employees who have complaints or disagree with their performance evaluations may submit a written response to the evaluation, within five (5) working days following the evaluation discussion with the employee's supervisor. The employee's written response will be placed in the employee's file along with the evaluation for inclusion in the employee's file. Employees may also file an appeal using the process described in this handbook.

Promotions

The City of Guyton is committed to seeking internally qualified employees to fill vacant positions. Internal applicants will be subjected to similar screening criteria as any external candidate. Promotions must involve a definite increase in duties and responsibilities and shall not be made merely for the purpose of effecting an increase in compensation.

Transfers

A transfer is a reassignment for a specified or indefinite period of time from one position to another position within a department or to a different department. Transfers may be initiated by an employee seeking to obtain an available position in another department, a Department Head, City Manager or Mayor recommending an employee be transferred to a vacated staffing position. The receiving Department Head or appointing authority will make the decision on accepting the transferring employee, as well as the appropriate rate of pay per the position.

A regular employee may appeal a transfer which is to a position clearly having different duties, responsibilities, minimum qualification requirements and position title. Appeal should be made in writing in the same manner as other grievances are handled pursuant to the Appeal section of this handbook.

If a regular employee fails to perform the duties and responsibilities of the position to which he or she was transferred at an acceptable level of competence as determined by the employee's Department Head (except for reasons of misconduct), the employee may be permitted to transfer back to her/his former position or to a comparable position. If no vacancy exists, every



effort shall be made to place the employee in another position for which he/she may be qualified.

Demotion

A demotion may occur when an employee fails to meet the performance requirements stated for their position after regular coaching and feedback through a Performance Improvement Plan as defined in the Performance Counseling section of this Handbook. The employee has the right to appeal a demotion to the Mayor using the written appeal process. The Mayor shall review the appeal and the Department Head's recommendation along with any supporting documentation provided and may conduct any further investigation deemed necessary in order to issue a decision. The Mayor may concur with the recommended action or impose a form of lesser discipline.

Separation of Employment

While we anticipate that our work relationships at the City of Guyton are enduring, the City subscribes to the policy of employment at will per state law. Continued employment with the City is at the sole and exclusive option of City management.

Employees voluntarily resigning from the organization are requested to provide at least two weeks' written notice and work their scheduled shifts during the notice period. Terminating employees are entitled to receive all earned pay for hours worked. Employees are expected to return all City property upon separation of employment. Where permitted by applicable laws, the City may withhold from the employee's check or final paycheck, the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

All benefits cease upon termination. Some benefits, however, may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance. No PTO will be approved during an employee's notice period. Available, unused PTO is forfeited upon termination of employment.



Use of This Handbook

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines regarding employment policies and expectations at the City of Guyton. It is designed to be a helpful resource to set mutual expectations through the course of your employment. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning this handbook's content, or the applicability of a policy or practice to you, you should address your specific questions to your manager.

We hope our employment relationship is long lasting. Neither this handbook nor any other City document, confers any contractual right, either express or implied, to remain in the City's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by the City or you may resign for any reason at any time. No supervisor or other representative of the City has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time to time. We will inform you of any changes as they occur and assist you the best way we can, but please understand it is your responsibility to read provided updates and changes.



Handbook Acknowledgement Form

I acknowledge that I have received a copy of the City of Guyton Employee Handbook, either in writing or electronically. I agree to read it thoroughly, including the section on the Use of This Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from management. I understand that the City of Guyton is an "at will" employer and that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with the City of Guyton for benefits or for any other purpose. In addition, I understand that this Handbook states the City of Guyton policies and practices in effect on the date of publication. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time and that it is my responsibility to thoroughly review any provided updates.

A signed copy of this form will be part of the onboarding checklist and will reside in the employee file. We thank you in advance for committing to reading this handbook and living the policies within for our mutual success at the City of Guyton.

Date: _____

Signature: _____

Print Name: _____