



CITY COUNCIL REGULAR SESSION

Monday, April 04, 2022 at 7:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.1555

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Dr. Marc A. Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL MEETING NOTICE

DISCLAIMER: For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestream and available on the City's

YouTube page - **"City of Forest Park GA"**

CALL TO ORDER/WELCOME:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PRESENTATIONS:

1. **Update from City Edge on Rental Assistance Program – Executive Department**

Background/History:

City Edge is giving Council an update on the Rental Assistance Program.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:**APPROVAL OF MINUTES:**

- [2.](#) **Council Approval of Council Work Session and Regular Meeting Minutes from March 21, 2022 -**
City Clerk

NEW BUSINESS:

3. **Confirmation of Appointment to Urban Design Review Board and Oath of Office –** Legislative Department
4. **Council Approval of the Modifications to the City of Forest Park's Personnel Policy & Procedures –** Human Resources Department
5. **Council Approval to Surplus Rear Seats for Chevy Tahoe –** Police Department
- [6.](#) **Council Approval to Enter into an Agreement with Trinity EMS Billings (TEMS) –** Fire/EMS Department
- [7.](#) **Council Approval of the Main Street Streetscape Phase IIA-Light Service Agreement Between Georgia Power and City of Forest Park –** Department of Planning & Community Development
- [8.](#) **Council Approval of the Main Street Streetscape - Light Service Agreement Between Georgia Power and City of Forest Park to Retrofit seventy-five (75) existing light fixtures –** Department of Planning & Community Development
- [9.](#) **Council Adopting Ordinance Amendment 22-03 on Clarification of On-Premises Consumption of Alcohol –** Planning & Community Development Department
- [10.](#) **Council Approval of Resolution 22-14 Establishing Priority List for Capital Projects -**Department of Planning and Community Development
- [11.](#) **Council Approval to Purchasing New City Flags with New Seal –** Chief Executive Offices
- [12.](#) **Council Adopting Ethics Ordinance Amendment 22-04 Providing for a Financial Penalty to Elected Officials –** Legal

CLOSING COMMENTS BY GOVERNING BODY:

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

File Attachments for Item:

1. Update from City Edge on Rental Assistance Program – Executive Department

Background/History:

City Edge is giving Council an update on the Rental Assistance Program.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Update from City Edge on Rental Assistance Program – Executive Department

Submitted By: S. Diane White, City Clerk

Date Submitted: March 30, 2022

Work Session Date: N/A

Council Meeting Date: April 4, 2022

Background/History:

City Edge is giving Council an update on the Rental Assistance Program.

Cost: \$ Budgeted for: _____ Yes _____ No

Financial Impact:

N/A

Action Requested from Council:

None

File Attachments for Item:

2. Council Approval of Council Work Session and Regular Meeting Minutes from March 21, 2022 -
City Clerk



CITY COUNCIL WORK SESSION

Monday, March 21, 2022, at 6:00 PM
Council Chambers and YouTube Livestream

MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

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Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: Meeting was called to order at 6:00pm by Mayor Butler.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3, Mayor Pro-Tem		✓
Latresa Akins-Wells	Council Member, Ward 4 - Via Zoom		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Shalonda Brown, Human Resources Director, Latosha Clemons, Fire Chief, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, James Shelby, Planning & Community Development Director, Michael Brunson, Deputy Chief of Police and Javon Lloyd, PIO Director

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager**COMMUNITY INFORMATION/REMINDERS:**

- On Wednesday, March 16, 2022, Clayton County Chairman Jeff Turner gave the State of the County address. He referred to multiple residential and business development happening and coming to Clayton County, and I am proud to say that projects in the City of Forest Park were highlighted, among others as catalyst for moving Clayton County Forward. The address was live streamed and for more information or to watch the address you can visit www.claytoncountyga.gov
- Although COVID-19 numbers in Clayton County and the City of Forest Park have been declining we are not out of this pandemic yet. You can now order four more free at-home rapid COVID-19 antigen test from the following website COVIDtests.gov - [Free at-home COVID-19 tests](https://COVIDtests.gov). I hope everyone will take advantage of these free test and share this information. Please still be vigilant in washing your hands, use hand sanitizers.
- Remember you can still receive a free COVID Test from Lab LINQ Diagnostics 803 Forest Parkway, Forest Park, Ga 30297. You can visit lablingmobileatl.com to schedule an appointment or call 833-Lab-LinQ. They offer same day PCR test results.
- The New Senior Living Community currently under construction within Ward 2 is not a city project. This is a private development, and the does not have any information on how you can rent or be waitlisted for this property. We contacted the developer regarding information, and they stated that currently there is "no wait list" and sometime in the future they will have a trailer on site to assist potential residents interested in the property.
- The Clayton County Water Authority will be holding its annual Household Hazardous Waste Collection Day, April 23, 2022, from 10:00am – 2:00pm for Clayton County Residents. A driver's license or utility bill is required as proof of residency. For more information residents can call 770-960-5200 or visit www.CCWA.us

CITY OPERATIONS:

- Please stay tuned for our second monthly e-mail newsletter "The Leaf Report," which is set to go out via email April 1. To sign up to receive this newsletter which helps keep you "in the know" with the happenings going on with and in the City of Forest Park please visit www.forestparkga.gov and sign up.
- The city has multiple bids and request for proposal for city projects currently posted. For more information, please visit www.forestparkga.gov under the business tab, click on Bids and RFPs to review submission and qualification information.
- The City of Forest Park is hiring within our Public Works, Police and Fire Divisions. Please visit www.forestparkga.gov under departments tab and click on Human Resources and look at our open position. We offer competitive salaries and excellent benefits.
- The new city banners have been going up throughout the city and Starr Park. The banners highlight the new city logo, as well as brighter color to instill a sense of pride in our city.

EMPLOYEE SPOTLIGHT:

- City of Forest Park Congratulate Mr. Nigel Wattley on his promotion to the Deputy Director of Public Works. Mr. Wattley has been with the city since 2017 and was formerly the Building Maintenance Supervisor.

CONGRATULATIONS – SHOUT OUT

- Ms. Tonya Thomas and Ms. Lydia Parrilla of the Public Works Division these two ladies are responsible for not only keeping Mr. Bobby Jinks and myself on task with public works issues, but they have been instrumental in addressing residential and commercial sanitation issues, coordinating our new Banners, as well as coordinating our new City Flag. I just wanted to make sure we give them a huge shout out and say I appreciate them for all their efforts in making our city shine.



- At our last meeting I failed to mention Happy Women's History Month. The City of Forest Park celebrates all the women in history. As stated, last month by Councilwoman James, we have living history in this city and sitting right here on this dais. And we will continue to make history within our city. So, please join me in celebrating Woman's History Month, and I apologize for my failure to state in the previous city council meeting. I hope that you charge it to my head and not to my heart.

NEW BUSINESS:

1. **Council Approval of a Resolution to Accept the State Fiscal and Recovery Funds for Public Safety Officials and First Responders Pay Supplement – Executive Office**

Background/History:

Governor Brian Kemp announced a \$1,000 pay supplement for all eligible sworn law enforcement officials and first responders in Georgia on September 27, 2021. To be eligible, local governments were to submit a list of each certified public safety and first responder personnel with his/her certification number and a copy of each employee payroll from August 1 through August 31, 2021, along with the completed application. The application period was October 1, 2021, through December 31, 2021.

The City Manager's Office is requesting that council approve the acceptance of the grant funds for this purpose.

Comments/Discussions from the Governing Body:

There was no questions or comments from the Governing Body.

2. Council Approval to Reallocate TAD Dollars for Gillem Infrastructure – Finance Department**Background/History:**

The Urban Redevelopment Agency is seeking approval from council to allocate \$650,000 Tax Allocation District (TAD) dollars to the Rateree Road Extension project. An approval was made by the Urban Redevelopment Agency on April 30, 2020, to bring this request to council.

Comments/Discussions from the Governing Body:

Councilmember James – I would like to know what the balance would be after the disbursement of the \$650,000?

Darquita Williams, Deputy Finance Director – There is approximately 1.2 million in fund now, so we would have excess after this transfer.

3. Council Approval of an Ordinance 22-02 to Provide for a Residential Rental Property Inspection Program – Department of Planning & Community Development**Background/History:**

There exist in the city of Forest Park, substandard, and/or unsanitary residential rental buildings and dwelling units. The physical conditions and characteristics of these substandard residential rental buildings violate state and local building, housing and sanitation codes and ordinances that render them unfit or unsafe for human occupancy and habitation. These residential rental buildings and units are detrimental to or jeopardize the health, safety, and welfare of their occupants and compromise the integrity and residential quality of our neighborhoods.

The City's desire is to maintain decent, safe, and sanitary rental housing units through a partnership of owners, tenants, the city, and the community. The Residential Rental Inspection Program will relieve tenants of the burden of having to force reticent property owners to make needed repairs. Systematic inspections will be implemented to ensure that the City's housing stock is maintained and that residents live in healthy conditions.

Comments/Discussions from the Governing Body:

Councilmember James – This is awesome and is needed in the City. It refers to a Forest Park International Property Maintenance Code, is that a document or something that I can put my hands on?

James Shelby, Director of Planning & Community Development – Yes, it is a document that council approved.

Mayor Butler – About the fees associated with this, my initial thought is that it was excessively low, but I understand that the laws says that we must justify the fee amount and part of the justification is with what the salaries that go into providing this type of service. So, which salaries are considered, is that the inspectors, city employees, etc., and is there some way that if they must go out a second or third time are those fees included? If the council has not noticed it is \$75.00 and \$15.00 for each additional property.

James Shelby – Did you get the right document? One is that we took the \$75.00 out because of our conversation that we had at the retreat. The city attorney and I will bring back the fees for this and other things that we want to increase.

Dr. Cooper – I would just like to let you know that we will have all the departments look at their fees to bring back to council for review.

4. **Council Discussion Regarding Blighted Property Tax and Land Value Tax** – Legislative Offices/Chief Executive Offices

Background/History:

Discussion regarding a Blighted Property Tax and/or Land Value Tax.

Comments/Discussion from the Governing Body:

Mayor Butler – Councilmember James, do you have a proposed amount.

Councilmember James – Actually, I just wanted to have a discussion with council. During my last couple of weeks, we were able to gain some incredible knowledge while we were in DC, and one of the things mentioned was a blighted property tax and we need to address the decades of old issues of abandonment, deferred maintenance, and neglect vacant housing. Vacant houses drag down the entire neighborhood and can have harmful effects on our neighborhoods, including increased risk of crime, theft, drug use, vandalism, pest infestations, and the like. I know we have a lot going on with our rental property thing that we are doing, that is going to help with that, but it is actually for those properties that are vacant, and I am just wondering if we can have a conversation whether or not we can assess a fee or a tax on blighted properties that has continuous code violations, if there some way where we can help bring the community up a little bit, that is where I want it to go with that.

Mayor Butler – I love the idea, it this, Mr. Shelby, with the Land Bank, because there are fees associated when properties go to the Land Bank, correct? If there are any code enforcement issues that were associated with the property, is that attached to it when it goes to the Land bank? And so, this would be something in addition to that?

James Shelby – When property goes into the land bank, then the land bank clears the title and is sold to properties are sold individuals who want to purchase the property. Yes, if there is a lien of that property it goes to the land bank and that lien goes along with it. Yes.

Councilmember James – So, the vacant houses, do we have a vacant house database or a place where we can go to know all houses that are vacant?

James Shelby – I can check with the code officers to see if we have such a list, but the houses that are in the land bank, and by the way, I have discovered that a lot of the houses are in unincorporated Clayton County, they are not in the city of Forest Park and as far as vacant properties are concerned, it is interesting, we were just talking that this morning with staff. So, let me check and see if we have a list of vacant properties; I do not recall a lot of them.

Councilmember James – Thanks. The other item that I have on here and I have actually talked with City Attorney about this before and that is with the increase of economic development in our city at some point the value of our properties are going to increase, so, I am very much interested in protecting long-time

homeowners, our seniors that has been in their homes 20 plus years. I do not want to be behind the curve, I want to get in front of it and put something in place where we protect their homes, so they will not be taxed out. There was a discussion about land value tax, not sure what that is all about, but I just wanted to put that idea out

City Manager – I have worked with cities that have instituted access taxes such as this, if it pleases the council, I will ask that you give us 30 days to research how we could do that. Mr. Shelby, City Attorney, and I to have discussions on a plan of how it would go, be implemented, and protect those that have been in their homes for a long time and bring back to council for your consideration.

Councilmember Antoine – I am curious because in terms of how it will look if these houses are abandoned or have no owners. Will there be an entire process of trying to figure out how to tax a person and get them to come and pay a fee?

City Manager – There is a legal process for that, yes, for abandonment of homes and for us to take then or go the land bank or whatever, there is a legal process that the city would initiate, but if someone owns a property that is just sitting vacant. In the previous city I worked in, when a home sits vacant there is an assessment not necessarily a tax, but an assessment was applied to the property to the person of record that was the homeowner. The assessment could be waived, in some cases, if they were fixing the home up, there were process that the owner would go through to prove that and the assessment would be waived. Otherwise, it was tacked on and when the person had to apply for a business license in the city the assessment was paid along with the business license, for them to be able to rent that house.

Councilmember Antoine – So, it is possible. I am for beautifying the city, just want to know how hare it is to even get that.

City Manager – Yes, we would have to look at all the legal things around it and understand what we could do.

Mayor Butler – This is extremely timely, in the lead article in the Atlanta Business Chronicle, last week, said in the last two years the home values in Forest Park increased about 67%. And so, it is a double-edged sword, we want the property taxes to increase, but then we understand the significance that it can have on our residents. Thank you for bringing this up, Councilwoman James.

5. Council Discussion Regarding Penalties for Multiple Violations of the City's Ethics Policy –
Legislative Office/Chief Executive Office

Background/History:

Depending on the egregiousness of the violation and in consideration of the harm a violation may cause legislators, public employees, and other public servants may face severe consequences for violating the public trust (ethics violations). The range of penalties can include termination and/or criminal prosecution for a public employee, and for legislator's penalties can include censure, removal from office, permanent disqualification from holding any elected position, restitution, decades in prison, and fines up into the hundreds of thousands of dollars.

The City Manager is seeking guidance and/or direction from City Council regarding revisions to the ethics policy, specifically penalties and/or sanctions for findings sustaining violations on multiple occasions.

Comments/Discussion from the Governing Body:

Councilmember James – The way charter is written, it reads you can have multiple ethics violations and the penalty is the same; whether you have one, two or three, I am proposing that there be a fine for multiple infractions. City Attorney, as far as the council is concerned, do we have such rights as impose, a docking of pay or whatever, can you give me some direction on this?

City Attorney – A reduction in pay or some version of that, whether you call it a fine or reduction in pay, which is something you can do, via an ordinance. You do not have to put in your charter and do have to go through legislation to do that. A fine or reduction in pay, in my opinion, is something that you can do locally if there is a proven violation, you do not have to go to the general assembly, just do it by an amendment to the Ethics ordinance and or your ordinance relative to compensation that you know there is a violation, that council can impose a fine. So, that would just be something for you all to consider, depending on sort of how many violations of what kind of structure you want to put in place for that.

Mayor Butler – Do you have an idea of a structure and a pay scale?

Councilmember James – I would just say if it were more than one, we would start there, if you are actually; what is the word for it?

City Attorney – If there is a determination that a violation has occurred, and the council confirms that; the ethics committee makes a recommendation and then it comes to council for consideration and an actual vote. Council confirms that a violation occurred, then under the current ordinance, it is just reprimand requests for resignation or removal, and you could add “in addition to the fine as well.” We would need some guidance in terms of how you want to structure the fine portion.

Councilmember James – Would the fine be determined at that time? Or does it need to be set in place, or could it be something like up to or whatever?

City Attorney – Yes, that would be my recommendation, sort of an up to depending upon the severity so that everyone knows what the playing field and it is not arbitrary thing every time.

Councilmember James – So, I would recommend like up to \$300 or something?

Councilmember Gutierrez – Are there any established things like this? I would hate to just invent something.

City Attorney – We can do a survey; I am not familiar with any Georgia cities that have a fine structure, but we can do a survey to see what is out there.

City Manager – Council, just remember you do have a structure docking pay when there are missed meetings and different things of that nature and that structure can be used in this same situation. You can use a similar structure whether it is 10%, 20% of the pay based on whatever the council would want to do. Just saying there is a structure you have in place that you can use as well.

Councilmember Mears – The biggest thing, if you are going to put teeth into this, you need to put something in it that is automatic you, you do not need to throw it on the council with mixed emotions and some for and some against; too hard, not too bad. You must have a guideline to go by that takes the hands off the council to make the decision, we have run into that once. There needs to be something in place that is automatic, when you do this, you get this and so on, because if you leave it to us, it is hard to govern yourself at times.

Councilmember Akins-Wells – I would like to piggyback off what Councilmember Mears just stated. Because there is a lot of discrepancies when it comes to holding certain people accountable just like the last incident, someone taking money from a contractor and a Facebook video and both people get censored; so, I agree it should be in someone else's hand and not the council, because it can go any kind of way, but it does need to be some type of structure. I am not against that, not for it, does not matter, but it needs to be done the right way and take the politics out of it.

Mayor Butler – I like the 10% and then maybe if it is continual then it can increase from there since that is already how we are docking the pay. City Attorney is this an executive session discussion?

Councilmember Akins-Wells – I am sorry, I have a question.

City Attorney – No because you are talking about policy.

Councilmember Akins-Wells – City Attorney, a question for you. Who would determine the difference in the severity of a violation? Because that does not need to be the council either.

City Attorney – Under the current ethics ordinance and of course, it does not have a fine structure in in yet. But under the current ethics, the ethics board would make a recommendation. So, in theory, if you wanted to leave that portion out of the political arena, then you could build into the fine structure that it would be whatever the ethics board recommends up to certain limits.

Councilmember Akins-Wells – Okay, I understand that, but the guy recommended that CM Antoine be removed, but that did not happen, so who would be overall responsible. They will still come back to council.

City Attorney – Yes, that is the case, under your charter, only the council can remove, reprimand or etc., but we would have to look at how to structure it so that it is either automatic or the recommendation if approved by council includes whatever the fine is. We need to do some work on how to make that happen.

Mayor Butler – Any other questions or concerns. So, you are going to come back with something based on a structure? I still recommend it starting at the 10%, do not know how the other members of the governing body feels.

6. **Council Approval Planning Commission Appointment**– Department of Planning & Community Development

Mayor Butler – Item will be discussed in Executive Session.

7. **Council Approval on the Downtown Development Authority Member Appointments and Approval of Resolution 22-11** – Economic Development Department

Background/History:

The Downtown Development Authority has two (2) members whose terms expired on March 15, 2022. Additionally, the Mayor's term as a member of the governing body serving on the Downtown Development Authority is up for reappointment. The Economic Development Department request that Council consider appointing new members or reappoint the current members. DDA members serve for four (4) years.

Mayor Butler – Item will be discussed in Executive Session.

8. Council Discussion on Urban Redevelopment Authority Member Appointments and Resolution 22-12 – Economic Development Department

The City Council has previously discussed the removal of urban redevelopment powers from the Downtown Development Authority and the establishment of a separate Board of Commissioners to operate the Urban Redevelopment Agency (URA) on behalf of the City.

OCGA 36-61-18(b) provides that if the URA is authorized to transact business and exercise powers, the Mayor, by and with the advice and consent of the City Council shall appoint a board of commissioners of the urban redevelopment agency, which shall consist of such number of commissioners, with such terms of office, as shall be determined by the City Council.

It is proposed that the City Council establish a seven (7) member Board of Commissioners to manage the affairs of the URA with each member serving for a term of four (4) years. Any person can serve on the Board of Commissioners if he or she is a resident of the City.

Once the Board of Commissioners is constituted, OCGA 36-61-18(e) provides that the Mayor shall designate a chairman and vice-chairman from among the Commissioners

Mayor Butler – Item will be discussed in Executive Session.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

It was moved to recess into Executive Session at 6:29pm for Personnel, Litigation and Real Estate.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

It was moved to reconvene from Executive Session back to the Work Session at 6:58pm.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

ADJOURNMENT:

It was moved to adjourn the May 21, 2022, Council Work Session at 6:59pm

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears



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The Honorable Latresa Akins-Wells

Dr. Marc A. Cooper, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler at 7:03pm and read the Mission Statement.

INVOCATION/PLEDGE: The invocation and pledge were led by Minister Cook.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3, Mayor Pro-Tem		✓
Latresa Akins-Wells	Council Member, Ward 4 - Via Zoom		✓
Allan Mears	Council Member, Ward 5		✓

DIRECTORS PRESENT: Chiquita Barkley, Finance Director, Darquita Williams, Deputy Finance Director; Shalonda Brown, Human Resources Director, Latosha Clemons, Fire Chief, Bruce Abraham, Director Economic Development,

Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, James Shelby, Planning & Community Development Director, Michael Brunson, Deputy Chief of Police and Javon Lloyd, PIO Director

PRESENTATIONS:

1. Proclamation presented to Jamilah A. Hud-Kirk – Legislative

Mayor and City Council presented Ms. Jamilah A. Hud-Kirk with a proclamation from the City for being selected as Principal of the Year.

Ms. Hud-Kirk – (INAUDIBLE) hope, our focus is not on closing the achievement gap, it is on closing the opportunity gap. We welcome anyone in this room and those who are watching abroad, who want to pour into our students and children who wants to be a part of this history to join us, celebrate us, to contact us and we are welcoming all to contribute. Because if we truly say that we believe in equity and access, that means all of us have a responsibility in ensuring that we do that for our students, who eventually will be taking care of us. So, I challenge you to join me in congratulating our scholars for the wonderful work they have been doing, especially past a pandemic, they are working extremely hard, the staff and teachers are working extremely hard, and I cannot be prouder to be their leader at this time. So, thank you for this distinct honor, I will not forget it and I am very truly grateful and blessed.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes) There were no Speakers for Public Comments

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the agenda with adding the Swearing in of Board Appointees as Item No. 9.

Motion made by Councilmember Mears, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

APPROVAL OF MINUTES:

2. Council Approval of Council Work Session and Regular Meeting Minutes from March 7, 2022 - City Clerk

It was moved to approve the Council Meeting Minutes from March 7, 2022, with the corrections that was submitted.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

NEW BUSINESS:

3. Council Approval of a Resolution 22-11 to Accept the State Fiscal and Recovery Funds for Public Safety Officials and First Responders Pay Supplement – Executive Office

It was moved to approve Resolution 22-11 to Accept the State Fiscal and Recovery Funds for Public Safety Officials and First Responders Pay Supplement

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

4. Council Approval to Reallocate TAD Dollars for Gillem Infrastructure – Finance Department

It was moved to approve the reallocation of TAD dollars for Gillem Infrastructure.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

5. Council Approval of an Ordinance 22-02 to Provide for a Residential Rental Property Inspection Program – Department of Planning & Community Development

Mayor Butler – Are we approving this item and you are coming back with more?

City Attorney – We will be coming back with a separate Fee Resolution and Ordinance that would apply to everything.

It was moved to adopt Ordinance 22-02 to Provide for a Residential Rental Property Inspection.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

6. Council Approval Planning Commission Appointment– Department of Planning & Community Development

It was moved to approve the appointment of Donald R. Williams.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

7. Council Approval on the Downtown Development Authority Member Appointments and Approval of Resolution 22-12 – Economic Development Department

It was moved to approve the DDA reappointment of Angelyne Butler, and the appointments of Floyd Holland III and Dhaval Shah.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, and Councilmember Mears

Abstain: Councilmember Akins-Wells,

8. Council Approval of Urban Redevelopment Authority Member Appointments and Resolution 22-13 – Economic Development Department

It was moved to approve the URA appointments of Avery Wilson, Debra Patrick, Marisol Sconiers, Elliot Lawrence, and Kimberly James.

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, and Councilmember Mears

Abstain: Councilmember Akins-Wells

ADDENDUM(S):

9. Swearing of Board Appointments - Legislative Department

Mayor Butler gave the oath of office to the following:

Yayha Hassan – Urban Design Review Board and Donald R. Williams – Planning Commission Board

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – I would like to thank everyone for coming out, please mark your calendars for Saturday, May 21st, it where we as a city will celebrate the class of 2022. There will be a caravan celebrating them, traveling the streets of Forest Park. There are flyers that gives you the route of the caravan, so, let us celebrate them on that day beginning at 11:00am. Following with a celebration in the park, more details to come. Congratulations to Mayor Butler on her first “Walk with the Mayor” on this past Saturday, thanks to everyone and you are appreciated. Also, the Pop-Up Shop, that Mr. Maxwell and the Recreation & Leisure sponsored on this past Saturday, which was formerly called the Community Yard Sale, but renamed “Pop-Up Shop.” Please come out and celebrate the things that are happening in Forest Park.

Councilmember Antoine – Thank you for attending this meeting and be sure to spread the word about the good news that is going on in the best city in Clayton County. Congratulations to our Principal of the Year, for the whole counties, for the work that you do. Big shout out to our great city manager, which has been elected to the National Forum for Black Public Administrators (NFBPA) Board of Directors for a two-year term. I appreciate what you do for us and being that light that we all need to go in the right direction. Shout out to all the departments for the wonderful work that I see throughout the city, it is not me, I have received emails, calls constituents throughout the city, saying how beautiful the city and the wards are looking. We are going in the right direction, because when we all come together you see movement and progress.

Councilmember Gutierrez – Hello and thank you for coming out, it is nice to have a crowd and not as hostile as last meeting. On March 22nd, in celebration of women’s month, we will be having a women’s panel, with some powerful women participating. I will be facilitating this event, to name a few of the panelists – our mayor, Angelyne Butler, Emily Moreno, an entrepreneur, and owner of EM Shapewear; our fire chief Latosha Clemons; Sharon Vance, student leader from Forest Park High; Jennifer Choe, program manager for Civic Engagement and GALEO and Nancy Howard. The event will be held at 850 Main Street on tomorrow at 6:00pm and I hope to see you there, please remember to register because there will be giveaways given out. We had an event scheduled with school board

member Sabrina Hill from 3pm to 5pm this Wed., Mar. 23rd at the library, but due to the thunderstorms reported for that day, we are rescheduling it for April 13th at the same time, more information coming. Food Truck Friday will not be at the Fountains, due to Zaxby's is coming to that location; we will be relocating, with Councilmember Antoine's permission, to Lee Park. So, Food Truck Friday will be on April 1st from 5pm to 9pm at Lee Park, the theme will be Easter, with the movie 'Space Jam'. Lastly, we implemented this program last year, but due to the pandemic there was not much activity, but in Forest Park, you can adopt a road and we had our first submission from the Fort Gillem Prince Hall Masons Lodge, they will be adopting Forest Park Drive, by Forest Park Elementary. I would like to applaud them for that, because it is the small things that will get us headed in the right direction in taking pride in our own community. Congratulations to our principal of the year, it is beautiful that we have you here in our city. It is not easy work to be called out of the whole county the principal of the year. I am happy that you are developing that culture and our children get to see you every day and not just your work you do as a principal, but everything else, as an author and powerful woman for this month, so thank you. I am sorry, I want to take back the statement "the crowd is not as hostile," I always appreciate you all regardless, it was me, trying to make a joke.

Councilmember Akins-Wells – Thanks everyone for coming out and congratulations to you, principal Hud-Kirk, a phenomenal woman, and principal; I have had the pleasure of working with you on a few things so congratulations. Kudos to you Councilman Gutierrez for all the work that you put into the community, you do a great job. Congratulations Angelyne on your first walk with the mayor. Everyone, have a blessed night and thank you for coming out.

Councilmember Mears – I too am glad to see everyone hear and would like to see this place packed at every meeting; congratulations to our beautiful principal, we need to keep her here in Forest Park, somewhere, we cannot let her go. Congratulations to the gentlemen who stepped up and accepted the appointments to the boards, which is one of the things that make the city strong, a strong board headed in the right direction.

Mayor Butler – Thank you all, I do want to echo the sentiments of my colleagues with our principal of the year. When I saw the post, I immediately reached out her and I learned a lot about the history of Fountain Elementary, so, we just need a whole presentation on just that itself but thank you so much for what you are doing and your commitment to our youth. Thank the council for a robust agenda today; I do want to say that the walking with the mayor route planner, is Fitness with Zay, Mr. Xavier Ross, from Forest Park High School. And he has the fun task of doing it again next month, and then we are going to rotate it throughout each ward; we are going to keep it at Starr Park for April, but in May we are going to rotate to each ward. I attended the NLC conference along with Councilmember James, and my main takeaway for the conference, was that I believe that for the first time in a long time we have our congressional representative Nikema Williams, our senator Ralph Warnock and Senator Ossoff, but then our president. They are all in unison here, so the money is there and there is a lot of it out there. I have charged Dr. Cooper, and I am sure he is going to bring the charge down to the directors and I believe my governing body would agree that we all go to make sure that we do our responsibility and take the initiative to get some of that money that is out there; they have done their part now it is time for us to do our part. Again, to Councilwoman James on what she is bringing forth with the homes and the property values, it is a double-edged sword, we want the property values to increase, but we do also want to protect our residents; we were the lead article in the Atlanta Business Chronicle, which said that the median home prices for Forest Park has increased by 67% since March 2020. So, it is a lot to be proud of, but we do want to make sure that we protect our residents as well. I would like to thank Councilmember Gutierrez, for the wonderful opportunity to allow me to serve on his panel tomorrow, but then I also have an awesome opportunity to go to Michigan to serve panel for the National Forum for Black Public Administrators (NFBPA) and I will be leaving just short of hearing Dr. Cooper being officially sworn in as a board member. On March 29th the South Metro Development Group, which is with Michael Hightower, I have the opportunity to present and speak on the magnificent things that are going on in Forest Park and I have another interview coming up. Between Javon Lloyd, Dr. Cooper, and the council, you are keeping me busy, but it is all in the best of light and is truly again, keeping Forest Park on the map and in the news for stuff that is positive, so thank you all for that, I love it.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate) - **There was no Executive Session**

ADJOURNMENT:

It was moved to adjourn the Regular Council meeting at 7:40pm.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells, Councilmember Mears

DRAFT

File Attachments for Item:

**6. Council Approval to Enter into an Agreement with Trinity EMS Billings (TEMS) – Fire/EMS
Department**

AMB SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") is made and entered into on this the 22nd day of April, 2019, by and between the CLIENT, Forest Park Fire & EMS, 4539 Jonesboro Road, Forest Park, Georgia 30297 and Credit Bureau Systems, Inc. d/b/a Ambulance Medical Billing, of 100 Fulton Court, Paducah, Kentucky 42001-9004 (hereafter "AMB"), pursuant to the terms and conditions set forth herein. For the consideration stated herein, the parties do hereby agree as follows:

1. **Description of Services.** AMB is a national ambulance and EMS full service billing and revenue cycle enhancement firm, specializing in billing and obtaining payment for services provided by ambulance services, and CLIENT is in the business of providing ambulance services to patients in its geographical location. For the term of this Agreement, as defined herein, AMB shall use commercially reasonable efforts to bill for and obtain reimbursement for CLIENT for the services rendered by the Client to patients, on or after the Effective Date, by billing patients and third-party payers, including applicable governmental programs and entities (hereafter "The Services"). Any additional services which AMB agrees to provide are explicitly set forth in the Addenda hereto which are incorporated herein by reference and explicitly made a part of and included in the Services.

CLIENT agrees that AMB will be the sole and exclusive provider of the Services during the terms of this Agreement, and CLIENT will not utilize any other party or entity, or its own personnel, to bill for services rendered by CLIENT during the term of this Agreement.

2. **Effective Date.** This Agreement shall be effective for all Services rendered by CLIENT on and after April 22, 2019.
3. **Term.** The initial term of this Agreement shall be for Three (3) years from the Effective Date (hereafter the "Initial Term"). The Initial Term shall automatically renew for an additional 2-year term (hereafter the "Additional Term") unless the Agreement is terminated as set forth herein.
4. **Fees.** Beginning as of the Effective Date, CLIENT shall pay AMB a fee of 6.15% per of net collections received during the Initial Term and any Additional Term (the "Base Fee"). and CLIENT, for the services rendered by CLIENT after the Effective Date, during the Initial Term or any Additional Term of this Agreement. The parties agree that some direct payments will be made to CLIENT during the term of this Agreement (hereafter "Direct

Payments”) and CLIENT acknowledges that AMB is entitled to be paid its fee, as described herein, with respect to any such Direct Payments. CLIENT shall report all such Direct Payments to AMB within 72 hours of receiving said payment.

5. **Computer Hardware, Software, and Training.** To implement the Services, CLIENT has requested, and AMB has agreed to provide, the following necessary computer hardware, software, equipment, and training (hereafter collectively the “Equipment”) for the following agreed upon prices:

- a. ePCR(ImageTrend) Subscription – 3849.00
- b. Hardware - 0
- c. Training – 2000.00

Total Charge for Equipment: 5849.00

If this Agreement is terminated by CLIENT, or AMB, for any reason, prior to the completion of the Initial Term, CLIENT shall pay AMB the pro-rata portion of the Total Charge for Equipment that represents the pro-rata portion of the Initial Term that is not completed due to termination (hereafter the “Pro Rata Charge for Equipment”). By way of example, if CLIENT terminates this Agreement, for whatever reason, after 19 months, CLIENT shall owe and shall pay AMB the Pro Rata Charge for Equipment which shall be equal to 17/36ths of the Total Charge for Equipment, upon termination. CLIENT specifically agrees and acknowledges that it shall have no right to return the Equipment, or any portion of the Equipment, to AMB for a full or partial credit towards the Total Charge for Equipment owed by CLIENT to AMB.

6. **Remit to Address.** It is mutually agreed that, with the exception of Medicare payments, all payer “remit to” addresses shall be directed to the offices of AMB and its Client Trust Account.
7. **Payment of Fees to AMB.** AMB shall send an invoice to CLIENT for all Base Fees, any Pro Rata Charge for Equipment due and owing, and any other charges, as provided for herein, on or about the 10th day of each month following the close of business for the prior month (hereafter “Invoice”). Payment is due, and CLIENT shall pay, the Invoice upon receipt. Any Invoice, or part of any Invoice, that is not paid by CLIENT within thirty (30) days of the Invoice date, shall be subject to, and CLIENT shall pay, interest at the rate of 1.5% per month until paid.

All charges on any Invoice that are not disputed in writing by CLIENT within thirty (30) days of the Invoice date shall be deemed correct, final and non-modifiable by the parties (hereafter "Undisputed Charges").

CLIENT agrees to, and hereby does, grant AMB a lien and right of offset on all money received on behalf of, CLIENT as a result of the Services provided by AMB, up to the amount of all outstanding invoices.

Should CLIENT fail to pay AMB within thirty (30) days of the date of any Invoice, CLIENT hereby authorizes and directs AMB to access, withhold, and retain sufficient sums for payment to AMB of all outstanding invoices from money paid on behalf of CLIENT from payment transactions on patient accounts, whether from insurance companies, governmental payers, or patients. AMB shall have the right, but not the obligation, to take such steps as allowed herein, and AMB does not waive the right to take any steps it is allowed to take herein by refraining from immediately taking such steps. AMB shall provide a full and complete accounting to CLIENT of all payments remitted to AMB on behalf of, CLIENT and AMB shall promptly remit to CLIENT all money remitted to AMB, net of any money retained and applied towards amounts owed to AMB.

8. **Remittances, Bank Account and Treasury Process** A bank account or lockbox account will be set up and maintained in the name of CLIENT for the purpose of receiving remittances from AMB (hereafter the "Bank Account"). CLIENT shall be responsible for all bank charges, and AMB shall have no responsibility or liability for any bank errors or omissions. Except as provided for in Section 6 of this agreement, AMB shall remit all amounts collected on a daily basis to CLIENT's Bank Account via ACH Electronic Funds Transfer.
9. **Operating Procedures.** CLIENT agrees and acknowledges that in order for AMB to provide the Services contemplated herein, CLIENT must provide, or cause facilities, hospitals, or other third-party sites at which CLIENT provides services, to provide to AMB accurate and complete demographic information required by AMB, at no cost to AMB (hereafter the "Demographic Information"). CLIENT acknowledges that AMB will necessarily rely on the Demographic Information in providing the Services contemplated herein, and that the timing and amount of reimbursements and ultimately Net Collections generated by AMB and received by CLIENT is directly related to the completeness, timeliness and accuracy of the Demographic Information and other variables, some of which are beyond the control of AMB.

AMB will bill and attempt to collect CLIENT charges in a commercially reasonable manner and in accordance with all applicable Federal, State and Local laws and regulations.

- 10. Confidentiality.** AMB agrees not to disclose to anyone other than CLIENT any information about CLIENT's business, fee structure, internal compensation, operating practices and procedures, methods, managed care or facility contracting strategies, or similar business information that would commonly be understood to be confidential or any confidential medical information regarding CLIENT's patients received in the course of performing the Services (CLIENT's "Confidential Information"), except as required to bill charges, as legally required, or as otherwise provided herein.

CLIENT agrees that it will not disclose to third party's information about AMB'S business, fee structure, strategies, internal compensation, operating practices, procedures, protocols, methods, vendors, computer hardware and proprietary software utilized, and resulting or related processes employed by AMB to provide the Services (AMBs "Confidential Information").

Each party's Confidential Information shall remain the property of that party, during and after this Agreement. Both parties shall, at all times, have in force a signed Confidentiality Agreement executed by each full time and part time employee, independent contractor, consultant and vendor that requires CLIENT's Confidential Information and AMB's Confidential Information to be maintained and protected as set forth herein, which said Confidentiality Agreement(s) shall survive the expiration or termination of this Agreement. Both parties shall comply with, and assist the other with compliance with applicable state or federal confidentiality requirements as to individual patient information.

Notwithstanding the foregoing, CLIENT agrees that AMB may use CLIENT information for research and statistical compilation purposes so long as CLIENT and patient identifying information is kept confidential in accordance with applicable law.

- 11. Software and Proprietary Information.** AMB will at all times during the term of this Agreement, have a valid and current copy of and license for use of any third-party billing software used to provide the Services required hereunder, and CLIENT will be given timely notice of any changes in third party software vendors or systems to the extent those changes would materially affect the Services. The parties agree that AMB may store Demographic Information, back-up documentation, statements, explanations of benefits, payer inquiries and other information it receives in connection with the Services

("CLIENT Information") in electronic form through optical scanning or other technologies selected by AMB and that AMB is not obligated to maintain paper copies. AMB will at all times maintain a current and complete copy of all CLIENT Information in a secure, off-site location and that no CLIENT data shall be deleted or purged unless a period of seven years has passed since the date services were provided by CLIENT or CLIENT gives written approval of such data deletion.

It is specifically acknowledged that all CLIENT data is the property of CLIENT but that AMB may maintain a copy for documentation of Services and for other purposes relating to this Agreement during and after the term of this Agreement.

12. **Termination.** This Agreement can be terminated by CLIENT at any time with ninety (90) days written notice for any reason. In the event this Agreement is terminated, for whatever reason, or expires, the parties agree as follows:
- a) AMB shall continue to perform Services, and be entitled to the Base Fees set forth herein, for a period of one hundred twenty (120) days after the effective date of termination (hereafter "Wind Down Period") for all of CLIENT's charges for services rendered prior to the termination date (hereafter "Wind Down Fees").
 - b) CLIENT expressly agrees to cooperate and assist AMB with its performance during the Wind Down Period and will timely report, or cause to be reported, all payment received during the Wind Down Period.
 - c) AMB shall discontinue performing Services for CLIENT at the end of the Wind Down Period. CLIENT shall have no right to require the discontinuation of Services before the completion of the Wind Down Period.
 - d) AMB shall deliver to CLIENT, conditioned upon full payment of all invoices owed to AMB, a complete list of the existing accounts receivable (all debit and credit balances) in an industry standard electronic format, including data layout and/or translation tables.
13. **Non-Employment.** During the term of this Agreement and for a one-year period commencing with the termination of this Agreement, both parties agree not to employ, directly or indirectly, or through any third-party rendering services on behalf of such party, any employees of the other or its parent, affiliates or subsidiaries, without written consent of the other party. Both parties agree that the other party does not have an adequate remedy

at law to protect its rights under this section and agree that the non-defaulting party will have the right to injunctive relief from any violation or threatened violation of this section.

14. **Notice.** Any notices, payment, demand or communication required or permitted to be given herein shall be sent to the following:

<p>If to AMB:</p> <p>Ambulance Medical Billing</p> <p>PO BOX 9150</p> <p>Paducah KY 42002-9150</p>	<p>If to CLIENT:</p> <p>City of Forest Park Fire & EMS</p> <p>4539 Jonesboro Rd.</p> <p>Forest Park, Ga. 30297</p>
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15. **Governing Law and Jurisdiction.** This Agreement shall be interpreted and governed by the laws of the Commonwealth of Kentucky. In the event of any dispute or disagreement between CLIENT and AMB, the sole and exclusive venue and jurisdiction shall be in the Clayton Circuit Court, Clayton County, Georgia.

16. **Indemnification.** AMB will indemnify, defend (including providing a legal defense and paying all reasonable attorney's fees and reasonable litigation expenses) and hold harmless, CLIENT, its officers, directors, shareholders, employees and contractors, against any claims, damages, or liability (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of AMB's errors, omissions, or acts which cause damages to CLIENT.

It is mutually understood and agreed that AMB shall use commercially reasonable efforts in the performance of its duties. Collection performance, however, shall not be deemed an error, omission, act, or basis for a claim under this agreement.

CLIENT will indemnify, defend (including providing a legal defense and paying all reasonable attorney's fees and reasonable litigation expenses) and hold harmless, AMB, its officers, directors, shareholders, employees and contractors, against any claims, damages, or liability (including but not limited to any claims, judgments, causes of action, fines, penalties, attorneys' fees, litigation costs and/or damages) arising out of CLIENT's errors, omissions, or acts which cause damages to AMB.

17. **Independent Contractors.** The parties to this Agreement are independent contractors and nothing herein shall be construed to create an employment relationship between either party or its members.
18. **Insurance.** AMB affirms that at all times during the term(s) of this Agreement, it shall have in force valid Worker's Compensation insurance covering all of its employees, as well as General Liability Insurance with a policy limit of no less than \$500,000, and Errors and Omissions insurance coverage with a policy limit of no less than \$3,000,000. AMB shall provide CLIENT proof of required coverage.
19. **Inspection.** CLIENT, its agents and representatives, shall at all times during the term of this Agreement have reasonable access, during regular business hours, to review and inspect the location(s) where the services are performed upon seven (7) days advance written notice to AMB. Any inspection performed shall be subject to the confidentiality provisions of this Agreement and shall be conducted so as not to disrupt AMB's staff or business. AMB shall not unreasonably deny, restrict or delay access for any requested inspection. In the event that CLIENT engages the services of an outside party to conduct or assist in any inspection, CLIENT shall ensure that all other parties are bound by a Confidentiality Agreement identical to the one applicable to the parties to this Agreement.
20. **Force Majeure.** Time is of the essence in the performance of the duties required by each party hereunder. However, performance of duties hereunder may be impeded by occurrences beyond the control of one or both parties. Events such as flood, earthquake, hurricane, tornado, blizzard, fire, riot, war, insurrection, or civil disturbance, strikes by common carriers, extended loss (more than forty-eight (48) hours) of utilities (except for non-payment), and similar events shall excuse the affected party from performance of services impeded by such event(s). Nevertheless, each party has a duty to use reasonable efforts to prevent or mitigate such impediments. In the event that any catastrophe shall prevent the timely billing of CLIENT's services by AMB for more than fifteen (15) working days, CLIENT shall have the right to secure, without penalty, substitute services until AMB can restore services, at which time AMB's responsibilities and rights under this Agreement shall be reinstated. For its protection, CLIENT shall, at its own expense, purchase and maintain business interruption and/or accounts receivable insurance coverage to cover any such catastrophic event, as stated above.

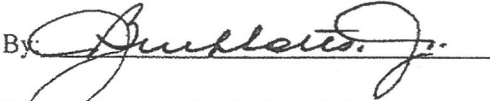
21. Miscellaneous.

- a) This Agreement contains the entire agreement between the parties relative to the Services to be provided to CLIENT and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied in the Agreement will be of any force or effect.
- b) This Agreement specifically supersedes any prior written or oral agreements between the parties relating to the provisions of the Services, and any amendments or changes to this Agreement must be in writing, and signed by both CLIENT and AMB to be effective.
- c) This Agreement is binding upon, and inures to the benefit of and is enforceable by AMB, CLIENT and their respective legal representatives, assigns and successors in interest, subject to Section 20 (d) below.
- d) Neither party may assign this Agreement without the prior written consent of the other party, provided that this Agreement will be deemed assigned to, and will be binding upon, the survivor in any merger or business combination involving a party or the purchaser of all or substantially all of the assets of a party.
- e) In the event CLIENT fails to comply with the terms of this Agreement, including but not limited to CLIENT's failure to pay AMB'S fees when due, CLIENT shall pay all costs for collection including court costs, attorney fees, and collection agency contingency percentages of not less than thirty-five percent (35%) to be added to the principle balance as a collection charge immediately upon default and referral of the account to the collection agency of AMB's choice.
- f) AMB and CLIENT acknowledge that they are duly authorized by appropriate corporate action to enter into this Agreement and that this Agreement is being signed by duly authorized agents authorized to act on their respective behalf.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

Forest Park Fire & EMS

AMB

By: 
 Printed Name: J. Eddie Buckholts

By: 
 Printed Name: Lloyd Ledet

Title: Fire Chief

Title: President and CEO

Date: 4/23/2019

Date: April 26, 2019

ADDENDUM 1: RESPONSIBILITIES OF EACH PARTY

In order to comply with the Agreement, and to perform the Services contemplated thereunder, AMB shall do the following:

1. Provide coding of all encounters generated by CLIENT, as required by third party payers, inclusive of, but not limited to HCPCS, ICD-9 CM, and ICD-10 coding schemes.
2. Issue bills to individuals for all self-pay patients with a minimum 2 statements and 1 script letter (COLLECTION NOTICE). CLIENT will be given limited discretion regarding the wording to appear on bills and letters.
3. Regularly monitor services and volume(s) with detailed, encounter/run audits, reconciled to applicable service, encounter and activity records/logs, for at least twelve (12) individual months in Year 1 of this agreement and three (3) months per year thereafter.
4. As necessary, develop and maintain electronic data interfaces directly with CLIENT's hospital service sites (where such sites allow) for the collection of patient demographic data. CLIENT agrees to apply its best efforts to assist AMB in achieving these interfaces, including, but not limited to interacting with hospital Information Systems staff, Administration and others.
5. Issue initial billing to patients and/or third parties no more than three (3) business days after receiving all required information.
6. Submit claims electronically to all third-party payers capable of accepting claims in electronic format.
7. Prepare and deliver month-end reports of the billing performance and practice statistics no later than the tenth (10th) business day of the next month. This duty may be fulfilled by electronic and/or paper reports.
8. Produce monthly credit balance reports and advise the CLIENT of refunds due to both patients and third parties.
9. Provide toll free phone lines for patient inquiries and adequate phone inquiry staff to effectively respond to patients in a reasonable amount of time.

10. Use reasonable efforts to advise CLIENT of any material change in third party rules and regulations which are made known to providers and third-party billing agents or otherwise known to AMB.

CLIENT, to support the billing process and to facilitate optimal performance by AMB, shall do the following:

1. Identify one administrative and one clinical representative to whom AMB may, respectively, address all matters related to Services under this Agreement. If AMB or its selected vendor performs coding for CLIENT, CLIENT will also appoint a coding representative. All CLIENT representatives will have the power to agree, on behalf of CLIENT, to mutually agreed resolutions to any issues arising in their respective areas, and upon AMB's request, receive confirmatory memoranda or letters, which will thereupon be incorporated into this Agreement by reference. These individuals appointed by CLIENT will provide timely response to all reasonable requests by AMB.
2. CLIENT warrants that AMB may rely on the existence of patient signatures on assignment of benefits, medical information releases and Advance Beneficiary Notices, and physician signatures on charts and other medical documents, as required for submission of claims on behalf of CLIENT.
3. CLIENT will assist AMB in working with and/or resolving problems related to work performed by personnel employed by hospitals, labs and other institutions in order to achieve the goals of this Agreement and the provision of Services by AMB in an efficient and cost-effective manner.
4. CLIENT will provide AMB with timely notice at least sixty (60) days prior to the expected addition or reduction of services so that AMB has adequate time to perform its duties under the Agreement. AMB will not be responsible for losses or delays in payment resulting from untimely notice.
5. It is the mutual goal of CLIENT and AMB to conduct all billing in a compliant manner. CLIENT will establish and enforce and AMB will follow written billing policies and procedures for the practice that will serve as the foundation of a practice Compliance Program for CLIENT and AMB. These billing policies and procedures will be developed and amended, as needed, in concert with AMB's Compliance Staff and AMB's Compliance Plan, as described in the Agreement, and shall be consistent with AMB's Compliance Plan.

6. CLIENT will respond, within five (5) business days, to any documentation requests, made by payers and/or AMB, and forwarded from AMB.
7. Upon receipt of the requisite research and worksheets from AMB, CLIENT will timely issue refunds of overpayments to patients and payers and shall be responsible for reconciliation of the refund checking account to assure that all refund checks have been cashed. CLIENT shall promptly notify AMB of the receipt of cancelled checks upon which AMB shall rely to remove credit balances from CLIENT's accounts receivable files. CLIENT shall be solely responsible for monitoring and surrendering unclaimed funds to the Treasurer of the State having escheat jurisdiction over any unclaimed payments.
8. CLIENT shall be responsible for assuring that all information required for CLIENT enrollment, if performed by AMB, is provided timely, accurately and completely. AMB shall not be responsible for delays in provider enrollment and subsequent billing and payment delays or losses related to delayed response by CLIENT.
9. CLIENT shall give AMB timely advance notice of any new payment contracts, HMO or PPO relationships and other contracts or market changes so that AMB may accommodate these changes, as necessary.

ADDENDUM 2: COMPLIANCE

Both parties to this Agreement agree to, and have represented to each other that they do, perform their respective business activities in a manner consistent with all federal, state, and local laws and regulations. As part of the inducement, each to the other, to enter into this Agreement, both parties have represented that they do, and will continue to operate consistent with and fully comply with their respective Corporate Compliance Plans, to the extent that such plans have been adopted. To the extent that no such Plan has been adopted, both parties agree to the following:

1. Each party will conduct its own periodic risk assessment and advise the other party to this Agreement of any findings that may affect that other party's compliance or performance under this Agreement.
2. Both parties agree that the other party hereto may review its Compliance Program upon request.
3. Both parties agree to conduct appropriate background checks on all employees, prospective employees, contractors, agents and vendors to assure that all services are provided by individuals who have not been excluded by any governmental authority, or should be excluded by any governmental authority.
4. Both parties agree to maintain appropriate compliance records and assure the completeness and security of said records.
5. Both parties agree to comply with the rules and regulations related to the following areas of widely known compliance risk:
 - a) Improper waiver of charges, deductibles and copayments;
 - b) Up-coding, unbundling, serial reporting and other coding violations;
 - c) Misuse of a provider number or misrepresentation of the identity of a provider of services;
 - d) Failure to repay overpayments or failure to timely refund overpayments;
 - e) Seeking duplicate payment for the same service and/or from the same source;
 - f) Failure to maintain proper records of current and prior billing;
 - g) Failure to protect the confidentiality of patient information;

6. Both parties agree that, in the event that they become aware of a compliance concern that appears to be related to the other party's conduct, they will promptly communicate that concern to the other party in writing. The party receiving notice will take prompt action to investigate the concern and will timely (within thirty (30) days) report back to the other party, in writing, their response to the reported concern.
7. Both parties specifically agree that they will defer reporting any such concern to any payer, governmental agency or agent, or law enforcement organization until they have complied with the above paragraph and remain concerned that the other party's response is inappropriate or more than thirty (30) days has elapsed without any response. Both parties agree that only in cases where a party has firm, credible evidence of deliberate, willful or criminal misconduct will they immediately report concerns to anyone other than the other party.
8. Nothing herein shall be construed to infer or imply a duty or expectation that any party will knowingly conceal or participate in any misconduct, or allow any misconduct to continue.
9. It is expressly agreed that AMB has the right and duty to suspend and refuse submission of any and all claims that AMB reasonably believes are, or may be, improper and would subject CLIENT or AMB to compliance violations. AMB has the duty to provide reasonable and timely notice to CLIENT of such suspension and to make reasonable and timely efforts to resolve the issue or concern leading to the suspension of claim submission. In the event that investigation is required to resolve the suspension, each party agrees to cooperate in such investigation.
10. Each party agrees to be separately responsible for their respective compliance-related legal and consulting expenses.

City of Forest Park

Andrew Gelmini
EMS Coordinator/EMS Instructor

Department of Fire and Emergency Services
2336 Anvil Block Road • Forest Park, GA 30297

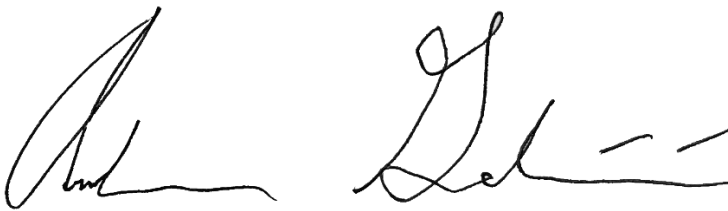
Chief Clemons,

With the proposed change in billing. I am also proposing a change in our billing structure. I have discussed this with Trinity EMS Consultants and Billing, the new proposed company. We are currently billing a flat rate \$800.00 for all transport levels. With prices changing in all markets and with research done against several departments our billing structure runs a bit high on BLS transports. I am proposing a change to \$700.00 for BLS transports, \$800.00 for ALS 1 transports, and \$900.00 for ALS 2 transports. This billing structure allows for us to recover more when more medical equipment and medications are used. These are within the upper payment limits on insurances.

I am also proposing a \$50.00 response fee for ambulance responses when no transport is provided. Medicaid, Blue Cross and Blue Shield, and Cigna will cover most of if not all of the cost of this for insured patients. This fee will help offset the cost of services, medications, and treatments provided without the patient being transported to the hospital. This fee will not apply to lift assists or to 3rd party calls where no treatment or minimal assessment was provided, such as motor vehicle collisions where a passerby called 911.

I feel that these changes will greatly assist in offsetting the cost changes in medical supplies and medications that we use daily to treat and transport critically injured and ill patients. Continuing to improve and provide the highest quality of service to the citizens we serve.

Thank you,



Andrew Gelmini A.S., NR-P, I/C-P, NRP
EMS Coordinator, EMS Instructor
Forest Park Fire and Emergency Services

March 22, 2022





844-399-6379

www.temsconsultants.com



A. BUSINESS FIRM AND BACKGROUND

Trinity EMS Consulting Services, LLC, (TEMS), headquartered in Hinesville, GA, is a leading provider of EMS medical transportation billing and compliance consulting to the private and public EMS sector. TEMS brings significant benefits to our clients with over a decade of medical billing experience, electronic claims processing, audit and operations, as well as working with County 911 services. Along with nearly a decade of private EMS ownership. Our combined experience offers our clients a dual perspective from both the technical EMS billing procedures and from the operational basis of an EMS provider. We understand the importance of accuracy, timeliness, compliance, and diligent follow up. Our team is dedicated to our mission and vision and versed in EMS billing and electronic patient records.

Limited Liability Company	Billing Address
	P.O. Box 1310 Monroe, GA. 30655
Trinity EMS Consulting Services, LLC (DBA TEMS Billing & Consulting) (Trinity EMS Billing & Consulting) 1661 E Oglethorpe Hwy Hinesville, Ga. 31313 Phone: (844) 399.6379 Domestic Limited Liability Company	

Tax Status
S Corporation- Georgia Tax ID # 47-3054674 Control Number:15009705 <i>*See certificate in Vendor documents</i>

MISSION STATEMENT

Building a leading medical billing and consultative service, meeting the industry standard for compliance, reconciliation, reimbursement and customer service excellence by committing ourselves to provide superior quality, that meets or exceed our customers', and employees' expectations

STRATEGIC VISION

TEMS Billing & Consulting is a company focused on serving public and private EMS services while providing tailored and personalized attention to our clients. We believe in efficient, measurable, and transparent operations through custom reporting, open communication, personal billing representatives, and a continuous training approach.

COMPANY CULTURE AND POLICY

Every employee is equally as important to us, and we are committed to attracting and retaining quality employees. Our success depends upon a cooperative relationship between Marathon HR Services, Trinity EMS Consulting Service, and our employees. Our goal is to foster a spirit of teamwork, support, and accountability to serve our clients.



EQUAL EMPLOYMENT OPPORTUNITY

We are an Equal Employment Opportunity employer committed to providing equal opportunity in all of our employment practices (including, but not limited to selection, hiring, promotions, transfers, training, and compensation). TEMS prohibits discrimination, harassment, and retaliation in employment based on race, color, religion, national origin, sex, pregnancy, childbirth, (or any related medical conditions), age, disability, handicap, citizenship status or any other



Company ID Number: 1319328

category protected by federal, state or local law. Violation of this policy may result in disciplinary action, up to and including immediate termination

DRUG FREE WORKPLACE

Our policy formally and clearly states that the use of illegal drugs, the illegal use of legal prescription drugs, or the abuse of alcohol will not be tolerated. As a means of maintaining our policy, we have implemented pre-employment and active employee drug testing.

PERSONEL & LEADERSHIP

Brian D. Haney | *Chief Executive Officer* | 770.361.6363 | brian@temsconsultants.com

Brian Haney has 25 years of diverse experience in the business, tradesman, and emergency response arenas. Earning his Bachelor of Science degree in Professional Administration at Barry University, he began his career with a fortune 50 company. Later, and 5 years into his Rockdale County Fire-Fighter career, he opened a medical transport company (2011), LifeCare EMS of Georgia. As the owner of Trinity EMS Consulting Services, LLC, (TEMS), Brian knows first-hand the importance a billing company plays to providers. Brian is passionate about creating a diverse working environment that embraces teamwork, communication, and education. Brian's recipe for success is hands-on and includes hiring industry experts that are driven to provide the very best in EMS billing and consulting.

Christina Brant, CAC, CACO | *Director of Operations* | 912.977.8752 | Christina@temsconsultants.com



As a foundational member of our team, Christina has extensive experience and knowledge in the EMS billing industry. Christina began her EMS billing career by billing for several county ambulance services, and was promoted to a supervisory and an executive level position. Christina's strengths are Medicare compliance and claim denial troubleshooting; she has a vast knowledge of the Medicare program guidelines as they pertain to the EMS industry, along with private insurance. Additionally, she is a Certified Ambulance Coder and CACO compliance officer. Christina is passionate about client relations and maximizing revenue for the services she works with as well as empowering the TEMS billing team. She is dedicated and takes accountability for each and every claim and for each of our clients and team members.

**Cory Archer | Information Technology Consultant**

Arch Tech, LLC has over 60 years of combined experience in the computer repair and maintenance business. Arch focuses on service for business and healthcare computer systems and networks. Arch offers disaster recovery and fully managed data backup solutions to make sure businesses minimize the risk from unknown catastrophes that compromise valuable data. A team of security professionals constantly remain on the cutting edge of network and computer security. Arch Tech Computer and Networking Solutions understands the challenges facing healthcare organizations and has proven success deploying solutions to combat these challenges. Arch Tech Computer and Networking Solutions brings technology to the point of care.

B. EXPERIENCE AND CAPABILITY

The follow are highlights of TEMS capabilities:

- ✓ 5 + Years in business
- ✓ Electronic claims processing, audit, and discrepancy resolution on every claim
- ✓ Track, obtain, and investigate any missing patient information before direct bill
- ✓ In-house audit, review, and re-submittal of every uncollected account
- ✓ Electronically file insurance claims and mail direct patient billing upon verification of run no later than 1 day after receipt of run ticket
- ✓ Provide regular updates and on-going training to the Provider on changes in billing requirements based on industry standards and healthcare laws and regulations
- ✓ Provide CAC accredited personal billing managers, and operate with a CACO accredited HIPAA compliance officer
- ✓ 24/7 Data access to all claims and reporting information applicable to the provider in our billing software

C. CLIENT REFERENCES

Bryan County EMS
5995 GA-204
Ellabell, GA 31308
Freddie Howell
912-858-2799
fhowell@bryan-county.org

Monroe County EMS
693 Juliette Rd.
Forsyth, GA 31029
Matt Jackson
mjackson@monroecoga.org
478-993-1633

Candler County EMS
1065 E Hiawatha St.
Metter, GA 30439
Joe Reynolds
jreynolds@candlerco-ga.gov
912-685-5965

Wayne County EMS
477 W. Bay Street
Jesup, GA. 31545
Richard Johnson
912.294.1612
waynecoems@comcast.net



D. SERVICE APPROACH

CODE OF CONDUCT

TEMS expects the highest possible standards of integrity and conduct in all matters. True partnership with our clients is our mantra, supported by the following Code of Conduct:

- ✓ We put you, the customer, first. Your concerns are taken very seriously, with an appropriate sense of urgency. This means listening intently, making notes, and confirming understanding before taking action. Issues that are unable to be resolved immediately will be escalated to a manager for timely resolution.
- ✓ We embrace challenges instead of reacting defensively, we commit to resolving your issue or request with urgency, clarity, and to your complete satisfaction.
- ✓ We provide honest responses, and do not make promises we cannot keep. We conduct ourselves with integrity. We will deliberate carefully before making commitments or promises, because we understand nothing annoys customers more than a broken one.
- ✓ We demonstrate thorough knowledge of EMS services so that we can address your unique situation with optimal solutions. We make sure you have all the information you need to get the best experience and value from our partnership. Our team, we will inform you of our unique approaches, client support systems, feedback channels, and other important avenues for maximizing your experience with us.
- ✓ We treat all information received from you as proprietary and for the purpose of benefiting our partnership and maintaining patient rights under HIPAA guidelines.

CUSTOMER RELATIONS

Our Customer Service Policy has been established to be reflective of our shared values: INTEGRITY, EMPATHY, CUSTOMER CARE, PASSION and EDUCATION, TEAMWORK. The most important part of any process is the people who are involved in it. We have a team of professionals who are devoted individuals, a continual hiring and training flow, and an accountability system of checks and balances that create a positive workflow that is successful and backed by strong leadership and education

- ✓ While we take utmost care to ensure that we provide our services efficiently, courteously and to a high standard, we understand that complaints may occur. A complaint, however, it is made, will be investigated, resolved, and used as a means to improve our standards of service
- ✓ We strive to meet quarterly with our clients to review any issues they might be having. We truly see our client relationship as a partnership driven by communication, training, transparency, and accountability.
- ✓ TEMS Employs Certified Ambulance Coders through the National Academy of Ambulance Compliance (NAAC) (CAC)
- ✓ Certified ambulance coders and Compliance Officers stay current and complete yearly & mandatory CEU credits that include "2020 online Mandatory CEU Package" for updates. Examples include: Compliance, Ambulance Billing Procedures, HIPAA, Medicare Rules and Regulations, ICD Coding, Appeal Procedures, NAAC Update, Patient Care Documentation Medicare Newsletters, Forms, CMS Site review weekly
- ✓ TEMS takes a community approach and takes part in Leadership and Teaching Conferences, subscribes to CMS site changes and regularly researches these changes
- ✓ Each Wednesday we have a scheduled team meeting where the director of operations meets with each team member and reviews their accounts aging report, any obstacles, and successes.
- ✓ Our clients work with a personal billing specialist assigned to their account and same day access to their account managers, operations manager and CEO. via phone, email, and



- onsite meetings
- ✓ We employ NAAC certified lead biller and trainer who shadows every new hire for 90 days minimum and certifies each process
- ✓ TEMS has a full database of reports which are available by request or accessible by the client at any time through our cloud-based billing software.
- ✓ End of Month reporting will be provided to the Provider on or before the 5th business day of the new month or as requested our model has resulted in successfully handling licensing updates, enrollment issues, Medicaid and Medicare NPI issues, audits, compliance problems, and has consistently increased revenue for our clients

CONSULTATION, FEEDBACK and COMPLAINTS

- ✓ Our primary goal is to solve problems and collect every dollar due to our clients. Comments and feedback from you regarding how well your expectations are being met are welcomed and appreciated.
- ✓ While we take utmost care to ensure that we provide our services efficiently, courteously and to a high standard, we understand that complaints may occur. Any complaint it is made, will be investigated, resolved, and used as a means to improve our standards of service
- ✓ If at any time during your interaction with TEMS you are not happy with the level of service you experience, please submit a detailed summary of your concern(s) by phone at 770.361.6363 or in writing to brian@temsconsultants.com. All concerns will be appropriated to the person or department best suited to respond. We will acknowledge all written concerns within 1 business day of receipt, followed by a thorough investigation into the issue involved. Resolutions will be discussed with you, and then implemented to ensure your complete satisfaction

Examples of system improvements that have been proposed to other customers that were implemented and the results following the implementation of those changes.

System Improvement I

Situation: As we began ramping up a new Georgia county service client we noticed (from software reporting) that their PRIVATE PAYOR mix unusually high 21 percent compare to neighboring counties at 10-11%.

What we did: Dedicated employee to focus on Self-Pay clients. Using aging report data, we created a spreadsheet of more than 1,000 Self Pay patients and called everyone one of them

Outcome: We were able to set up payment arrangements and or collect payment from more than half of these.

System Improvement II

Situation: Nursing home to nursing home claims in a disaster relief/hurricane situation were being audited (for the modifier) all initially were denied

What we Did: Performed research on CMS website, did discussion and education call with Palmetto,

**System Improvement III**

Situation: NC services are unable to get Prior authorizations due to COVID-19; doctors are not performing wellness visits at this time.

What we Did: Contacted regional Medicare office and requested an 1135 waiver due to State of emergency declaration, contacted all NC clients with directs and waiver.

Outcome: PA's either extended in time frame or waived pending outcome of COVID-19

System Improvement IIII

Situation: Began billing EMS claims for Georgia County service whom previous did their billing in House. At initial onboarding their revenue was at 20,000/per month with a 6-month back log.

What we Did: Utilized hole team p roach and did 2 over ime Saturdays billing out ALL back log and previous 12 months of claim audits.

Outcome: Collected over 600,000 in Revenue within the first 60 days.

Sample Phone Scripts for TEMS Employees patient calls:**Private Pay Phone Script:**

"Hello, this is Christina calling from EMS, how are you today? The reason that I am calling today is that we do not show any insurance information filed for your recent transport, we would like to know if you would like for us to file a claim on your behalf or set up a payment arrangement..."

Rejected claim script Patient call:

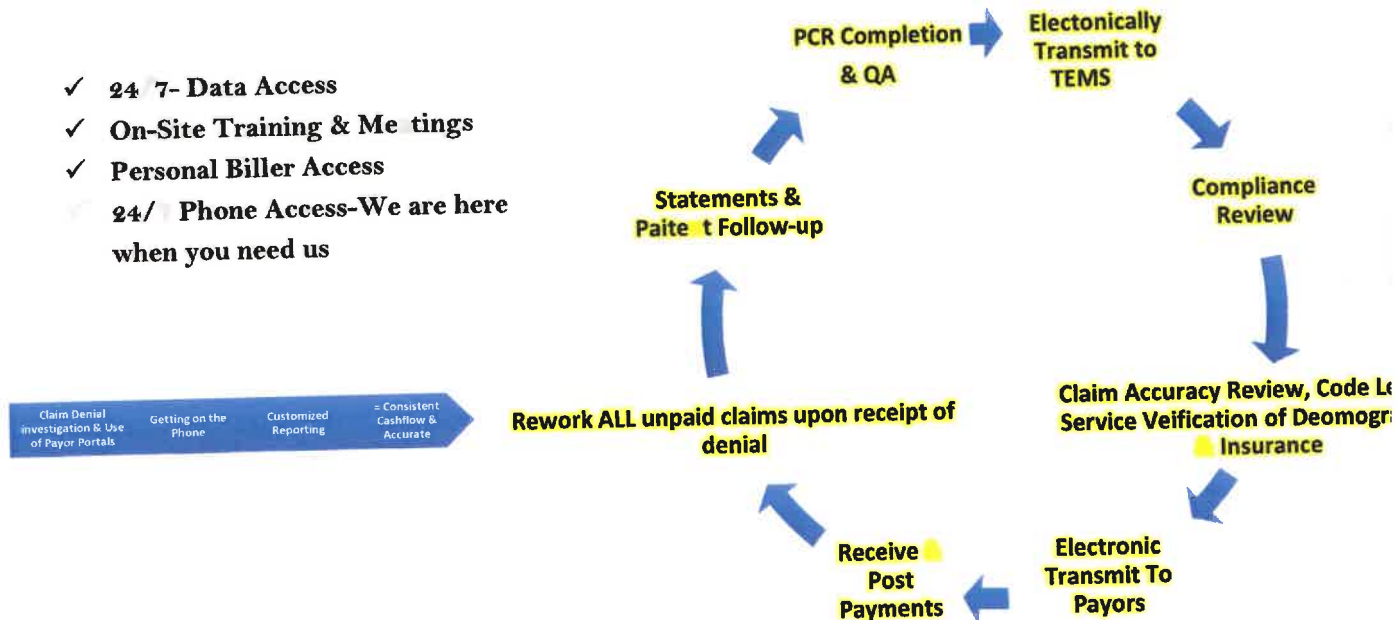
"Hello this is Christina from EMS, how are you today? The reason I am calling is because we received a rejection from your insurance company on your recent transport. Let's review your current insurance information, any changes, and we will get this claim filed for you....."



BILLING OVERVIEW



- ✓ 24/7- Data Access
- ✓ On-Site Training & Meetings
- ✓ Personal Biller Access
- ✓ 24/7 Phone Access-We are here when you need us





SOFTWARE

- ✓ The ImageTrend Elite™ offers seamless integration with the Billing Bridge software which TEMS utilizes.

INVOICING

Invoicing will be prepared in accordance with the rates established by the provider. TEMS will assist the provider in updating their rates to ensure that they meet EMS standards

- ✓ TEMS Invoicing is compliant with CMS, provider rates, and fair debt
- ✓ TEMS utilizes Availity as a electronic claims clearinghouse.
 - ✓ All Medicare and Medicaid claims are filed electronic; Additionally, we file every applicable insurance claim electronically.
 - ✓ Availity submits all payer information and to verify patient information and eligibility
- ✓ TEMS bills electronic claims within 1 business day
- ✓ Paper invoices are issued to self-pay patients
- ✓ All signatures and documents are screened and verified prior to billing of claims

DENIED CLAIMS

- ✓ Claims are scrubbed for accuracy prior to payor transmission by staff the clearinghouse. When claims are rejected, all claim information is reviewed again for accuracy. The claim is either corrected and refiled to the payor or an appeal is sent to the payor. All rejections are appealed
- ✓ All denied claims are worked by Billing Account Manager Daily and re-processed on the day of receipt
- ✓ TEMS actively reviews patient accounts and performs internal audits
- ✓ Constant follow up & review for accuracy
- ✓ Layered 1st and 2nd level review of every account/client
- ✓ Weekly Manager Meetings to Troubleshoot Denials
- ✓ Escalations to Director Monthly if needed

EMS'S RESPONSIBILITIES

- ✓ EMS will need to be available for the state, in conjunction with Trinity EMS Billing, in-house training on use and functionality any compliance or software related issue. The requirements of the state are not the same as the requirements of CMS when it pertains to billing, so we will train everyone on both aspects of the software usage. TEMS will train all employees on documentation.
- ✓ EMS will provide clear direction as to their write-off, debt offset and collections practices
- ✓ EMS will input runs into field reporting software with all available patient information
- ✓ The EMS will communicate with TEMS to provide information relating to execute 855b billing representative information



CORRECTING PROBLEMS ASSOCIATED WITH INCOMPLETE BILLING INFORMATION

- ✓ TEMS verifies all insurance information prior to claim submission through electronic information data portals.
- ✓ If we should find high error rates, with regards to incomplete information, we will address these issues with the Chief and offer provide training on problem areas

FUNDS COLLECTED THROUGH BILLING PROCESES

- ✓ All funds are deposited directly into EMS's designated account. We strive (through our detailed enrollment specialist) to have all insurance payors remit CH payments directly to your account
- ✓ Other payments (hard copy checks) that come directly to EMS will need to be deposited by a member of your staff. We do not receive payments on your behalf as it is a gray area
- ✓ Private Pay and some insurance payments are set up through a dedicated CC square account
- ✓ If a refund is issued, the provider sends a copy of the check to TEMS and it is reconciled

COORDINATION WITH HOSPITALS TO OBTAIN BILLING INFORMATION

- ✓ HIPAA guideline allow hospitals to share information with us for billing purposes
- ✓ We contact hospitals and work directly with someone in their medical records department
- ✓ Our policy is to email or fax over requests for information once daily; we do not want to inundate hospitals requests and it is our experience that they respond better when we use these methods

COLLECTIONS

- ✓ Customer Service Monday – Friday 8am to 5pm EST 844.399.6379 Multiple toll-free numbers are available, and one can be designated to EMS with a voicemail
- ✓ Claims are divided by payer: Medicare, Medicaid, Primary Insurance, Secondary Insurance, Auto Insurance, Workers Comp and Private pay
- ✓ All denied claims are worked and re-processed on the day of receipt
- ✓ TEMS will attempt to reach past due accounts via mail and phone
- ✓ TEMS actively reviews patient accounts and performs internal audits

ACCOUNT IMPLEMENTATION

Project schedule at the task level starting with the receipt of the Notice to proceed and ending with project completion.

- ✓ Bid awarded to TEMS Consultants with a 30-day implementation timeline
- ✓ Onsite Consultation to gather current information and review any outstanding issues (Medicare, Medicaid, NPI and licensure standings) (see chart below)
- ✓ Schedule on-Site training, enrollments (EFTs/Checks), discuss CC account, write-off policy, identify seamless cash flow start date (Week 1)
- ✓ Discuss/Execute any changes/updates to 855b EDI Enrollment Week 1
- ✓ Discuss 12 month aged receivable audit (Week 1)



- ✓ The implementation project is managed from the top down CEO, director of operations, billing manager, and personal billing representative

TRAINING OF EMS PERSONNEL

- ✓ TEMS will provide in-depth documentation and compliance training, to include handouts and visual aids (See Attachment)
- ✓ TEMS personnel will be available to answer questions regarding compliance issues if there are any found.

PERSONNEL

Individuals who will be part of the project team. include any outside personnel, such as subcontractors

- ✓ Brian Haney, CEO
- ✓ Christina Brant, Director of Operations
- ✓ Lead Biller, Trainer, Appeals chosen on initial evaluation
- ✓ Cory Arche, Technical Consultant
- ✓ HIPAA Secure Now



TEMS CONSULTING SERVICES, LLC

PARTNERS WITH HIPAA SECURE NOW

ANTICIPATED USE OF VENDORS

- ✓ ImageTrend
- ✓ Waystar
- ✓ HIPAA Secure Now
- ✓ Experian Passport
- ✓ ArchTech
- ✓ CBA collections
- ✓ Comcast
- ✓ Liberty County Utilities

ACCOUNTING & REPORTING

- ✓ End of Month reporting will be provided to EMS on or before the 5th business day of the new month TEMS is able to create custom accounting reports based on any criteria requested by EMS and are included on the monthly invoice and any other time requested (Revenue, Aged, Refund request, Write offs, etc.)
- ✓ TEMS has developed a daily reconciliation report to account for all patient care reports sent over to billing, all accounts billed out to the payers, and all payments posted to patient accounts daily
- ✓ TEMS invites the provider to audit any records, books, costs, and expenditures that specifically relate to performance
- ✓ TEMS will provide the Provider with a HIPAA secure portal for transmission of patient information and reports
- ✓ TEMS provides constant contact and our upper level management can be reached on nights and weekends



Billing Service Agreement

This Multiple Year Billing Service Agreement ("Agreement" is made and entered into on this _____ day of _____, 2022 by and between:

- (a) Forest Park EMS, which company is located in Forest Park, GA. (here in after referred to as either Client"Client"),
- and
- (b) Trinity EMS Consulting Services, LLC, hereinafter referred to as "Contractor".

Subject to the specific terms and conditions stated below, the purpose of this Agreement is to establish a relationship whereby the Contractor will provide ambulance-billing service for the Client.

I. Contractor Responsibilities: The Contractor will fulfill the responsibilities set forth below:

1. The Contractor shall bill all ambulance calls to the responsible party, sending appropriate invoices, monthly statements and past due statements. Billing will be completed within two (2) business days of receipt of the electronic file from the Client.
2. The Contractor will file primary and secondary Medicare claims using electronic transmissions direct to the Medicare carrier, complete with ICD10 Diagnosis codes, condition codes (where applicable) and HCPCS codes. Claims containing adequate documentation for processing shall be filed by Contractor within two (2) business days of receipt of the electronic file from the Client.
3. The Contractor will file primary and secondary Medicaid claims using electronic transmissions that are characterized under Medicare as "direct" transmissions (where available) to the state Medicaid agency or their designated representative, complete with ICD 10 codes and HCPCS codes. Claims containing adequate documentation for processing will be filed within two (2) business days of receipt of the electronic file from the Client.
4. The Contractor will file all primary and secondary insurance claims electronically and/or on CMS-1500 forms with appropriate ICD 10 codes and HCPCS codes. Initial claims containing adequate documentation for processing, will be filed within two (2) business days of receipt of the electronic file from the Client.
5. The Contractor will actively resubmit and/or appeal any denied claims for covered services and shall respond to requests for information which information is available to the Contractor.

6. The Contractor will post all payments, denials and contractual write-offs within two (2) business days after receipt of such from the Client.
7. The Contractor will post any other write-offs that it deems to be appropriate but only as authorized by the Client.
8. Within five (5) business days of receipt of the 'end of month' data from the Client, the Contractor will declare that the monthly activities is closed as to the calendar month and Contractor shall mail the Client monthly accounting and statistical reports as and if requested by the Client.
9. The Contractor will furnish all postage, stationery and phone service used to bill and collect accounts.
10. The Contractor will furnish toll free telephone lines for patient inquiries concerning accounts.
11. Any account that has completed the five-month billing cycle without any funds collected, or arrangements for payments to be made, shall be considered uncollectible by normal means and will be returned to Client for placement with a collection agency or written off to bad debts as deemed appropriate by the Client.
12. Contractor will comply with any HIPAA compliant requests for medical records from third parties. There will be no fee to Client for this service. All fees for such copying and mailing expense will be billed directly to the requesting party. Fees will be reasonable and will be set in compliance with any applicable State or Federal laws or regulations. These fees will be collected by and will be the sole property of Contractor.
13. The Client, or their authorized representatives, will have the right to audit their billing records upon request, during normal business hours. The Contractor will make these records available, provide adequate space and assist in any way possible with any request to audit these records.

II. Client Responsibilities:

1. The Client will make every effort to obtain appropriate and accurate billing and medical trip report information.
2. The Client will make every effort to assure that the Client's ambulance service employees adequately document all ambulance trips as trained by the Contractor.
3. The Client will electronically transmit billing and trip report information from the Imagetrend Elite field software to the Contractor daily on normal business days.
4. The Client shall collect and submit to Contractor **copies** of PCS Forms, HIPAA acknowledgement forms and other documentation that may be required to bill for services. Information is to be sent in a manner and at such times as agreed on between the Client and the Contractor.
5. The Client shall keep records of tickets submitted/transmitted to the Contractor and provide storage of paper or electronic records or documents as required by law.

6. The Client will submit to the Contractor **copies** of all checks, envelopes, explanations of benefits (EOBs), remittance advice (RAs), return mail and all other types of correspondence relating to the billing operation in a manner and at such times as agreed on between the Client and the Contractor.

III. Fees and Conditions:

1. The Contractor will provide all services as outlined for a monthly fee of ____% of all funds collected by Contractor on behalf of Client.
2. These amounts will be invoiced by Contractor upon closing of each month. All invoices will be payable within 10 days of receipt of the invoice by the Client. There will be a 5% late penalty assessed monthly for any balance not paid within 10 days.
3. There shall be no funds due Contractor beyond said terms above, nor will there be any funds due on those accounts that are written off or uncollected.
4. Credit card payments will be accepted by the Contractor on behalf of the Client and posted to the patient accounts. The Contractor will reimburse the Client for all credit card payments received.
5. Process for the handling of refund requests and overpayments,
 - A. With the monthly invoice, the Contractor will send to the Client a list of any refunds due to patients, Medicare, Medicaid and/or insurance companies. The Client will be responsible for making sure all refunds are issued within twenty (20) business days of receipt of list from Contractor, as well as providing copies of the refund checks to the Contractor. The Contractor will post the refunds checks to the appropriate accounts, thus reducing cash income totals for that month and thereby reducing the payment to the Contractor.
 - B. In the event Client receives a request for a refund or is assessed an "overpayment" by any payer. Client must notify Contractor of such in writing with a copy of the request/assessment within five (5) business days. Additionally, Client hereby agrees to allow Contractor to participate in the appeal of any such overpayment assessment. Contractor shall have no liability for any portion of any overpayment or refund if Client fails to give notice or allow participation in appealing these claims under this section. In no event shall Contractor be liable to Client or any third party payers for overpayments unless said overpayments are caused by Contractor's error.
6. The Contractor agrees to use its best effort to provide the services specified herein in accordance with Contractor's normal billing procedures as attached in **Exhibit B**.
7. The Contractor shall at all times use his or her own tools and employees to complete the terms of this agreement. The Contractor shall be acting as an independent Billing Agent and not as an employee of the Client and therefore shall not be supervised by the Client but shall proceed to accomplish the services herein in whatsoever manner deemed appropriate within the scope of this agreement. The Client is aware that the Contractor may have other clients and jobs that he or she is working on simultaneously. The Contractor agrees that accounts and records of the Client will be kept separate from those of other clients.

8. The Contractor shall not collect any money belonging to the Client except for credit card payments. All other payments will be submitted directly to the Client. The Client shall send copies of all payments and related correspondence to the Contractor in a timely manner for posting. Contractor will send to Client credit card receipts at agreed upon intervals.

Term, Termination and Renewal:

1. The initial fixed term of this agreement shall be one (___) year(s), which term shall start on the date of execution of this agreement by the parties and each of them. Thereafter, this agreement will automatically renew for a twelve (12) month term unless written notice of cancellation is received by the other party thirty (30) days prior to expiration.
2. After the fixed term stated above and any renewals (whether automatic or otherwise), either party may terminate this agreement upon 120 days written notice to the other party of intent to terminate. The following terms shall apply to termination:
 - A. If the Contractor has committed a material breach of the contract, the Client must give written notice of such breach. Notice shall include a statement of the nature of the alleged breach. If after notice is given, the Contractor fails to correct the breach within a reasonable time to cure, the Client may terminate the contract on 30 days notice without penalty.
 - B. Unless the provisions of paragraph A above are applicable, failure to provide a ninety (90) day written notice of termination by the Client will constitute default of this agreement. In the case of default, the Client agrees to pay all current fees through the date of termination as well as an additional Fifty Dollars (\$50.00) per ticket for all tickets submitted to the Contractor over the past 30 days.

Limitations of Liability:

1. The Contractor shall take due diligence at all times to act within the scope of all Medicare, Medicaid and other applicable healthcare reimbursement laws and regulations and shall have in place a Medicare Compliance Program. Furthermore, the Contractor during the training of the Clients employees shall train them in Medicare compliance practices.
2. In connection with this Agreement, Contractor has warranted and represented that it has specialized knowledge and experience relating to the processing and filing of claims for EMS and ambulance services and the coding and collection of reimbursement from Medicare, Medicaid, Tricare, and other insurance companies and third party payers. Client is relying on the warranties and representations in this regard made by Contractor. Accordingly, Contractor agrees to indemnify and hold Client, its officers, directors, trustees, employees, and agents (hereinafter "the Indemnified Parties") harmless from and against any and all liability, loss, damage, expense, claims, attorney's fees and costs which the Indemnified Parties may become subject to by virtue of this Agreement or otherwise as the result of Contractor's performance under this Agreement and the actions of Contractor and its employees, agents, or

contractors. Without in any way limiting the general application of this indemnification, Contractor agrees that this indemnification specifically includes any liability, loss, damage or expense arising from or related in any way to the coding, preparation, and submission of bills for reimbursement related to EMS/ambulance services rendered.

3. The Contractor shall not be liable for any failures on the part of the Client to submit complete, true and accurate information or documentation which could cause a violation of any Federal or State healthcare reimbursement laws or regulations, nor will Contractor be liable for any overpayment caused or created by such a lack of complete, true and accurate patient information. Furthermore, it is expressly understood by both parties that many services are based on medical judgment or "medical necessity". Such judgments may or may not result in reimbursable services from an insurance perspective. In the event that services are initially reimbursed and then thereafter considered as "uncovered services" for which reimbursement is requested to be paid back, then the parties shall pay their pro-rata share of said repayment based upon their percentage of the initial payment.
4. The Contractor shall have no liability for the services provided by the Client, except to the extent that such duties are specifically imposed pursuant to this agreement, nor shall the Contractor have any liability for any state, federal or local taxes owed by the Client for funds collected by the Contractor on behalf of the Client.
5. The Contractor shall be responsible for any and all taxes (state, federal and/or local), of Contractor or any similar type payments for Contractor or any employees there of, and shall hold the Client harmless from any and all such payments.

Confidentiality:

1. The Contractor shall protect the privacy of patients, families, and employees, including safeguarding confidential and/or proprietary information. The Contractor's employees are fully trained and are aware that whether you read, see or hear things about patients, families, or employees, it is private and confidential and cannot be shared except as necessary for patient care or as otherwise authorized under The Health Insurance Portability and Accountability Act (HIPAA).
2. The Contractor protects any information – verbal, written, computer, electronic, photographs, or videotape. Employee and consultants may need access to confidential information to perform their assigned duties. However, maintaining confidentiality is a required duty of every employee, agent or consultant, and all others with access to information.
3. All Contractor employees understand it is their responsibility to:
 - A. Comply with the HIPAA Privacy Policy;
 - B. Protect and respect the privacy of patients and their information
 - C. Not access data on patients for whom they do not have responsibility and/or for whom they do not have a "need to know";
 - D. Keep information confidential and not disclose it to others, including employees, patients, and patient's family members unless properly authorized;
 - E. Refrain from conversation about information protected by the Privacy Policy;

- F. Refer all requests and inquiries for confidential information to those who are responsible for release of information;
4. The Contractor's employees understand that violation of these requirements may result in disciplinary action up to and including termination of their employment, affiliation and/or contractual rights with the Contractor.
 5. The Client shall at all times use their best efforts to protect the confidentiality of the Contractor's proprietary software and information and will not copy or distribute this information to anyone without the express written permission of the Contractor.

Data Center/Data Hosting Option:

Due to the expense and technical nature of hardware requirements for data storage and transmission, Contractor offers data hosting through a third party Data Center. In the event that Client elects to have Contractor host Client's data as set forth below, and in additional consideration thereof, the following additional terms apply to and supersede any other terms of this Agreement:

1. All software provided to Client is provided for use only and is not permanently licensed to or owned by Client. In the event of termination of this Agreement, either at the natural termination or upon early termination, with or without cause, by either party, access to the system will be terminated and client may not be permitted to view or access said data through the system. Contractor will provide back-up data to Client upon request.
2. Accessibility: it is agreed and understood that data may be un-accessible at times due to upgrades and maintenance to the system. Contractor will endeavor to give to Client two (2) days' notice of any scheduled upgrade or maintenance.
3. Liability: It is agreed and understood that this Data Center option shall be administered through a third party, at their location and upon their terms and conditions of use. Contractor shall be responsible for all payments for said Data Center and hereby agrees to make all payments in a timely manner so as to avoid any loss of use. Contractor also hereby agrees to provide Data Center with all Contractor software and technical support necessary to accomplish the data hosting needs of Client. Contractor shall not be held liable for data corruption or virus attacks that may compromise the accessibility or integrity of the data, and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.
4. Third Party Vendor: It is agreed and understood that third party vendor/Data Center is not an agent or partner of, nor is in joint venture with, Contractor.
5. Security: Contractor shall require of third-party vendor strict levels of security in the storage and transmission of client data in compliance with state and Federal law. Contractor shall not be responsible for violation of said security requirements and client hereby agrees to indemnify and hold-harmless Contractor for any such loss.

**General Provisions:**

1. This agreement constitutes the full terms agreed upon between both parties either written, verbal or implied and cannot be changed or altered without the written consent of both parties.
2. In the event that any portion of this agreement is found unenforceable, the remaining provisions will remain in full force and effect unless to do so would clearly violate the overall intentions of the parties.
3. This agreement shall be interpreted pursuant to the laws of the State of Georgia.
4. Headings are used herein as general terms and shall not be interpreted as limiting or effecting the contractual obligations contained herein.

Executed this _____ day of _____ 2022.

CONTRACTOR:

Trinity EMS Consulting Services, LLC

By: _____

Name: _____

Title: _____

CLIENT:

Forest Park EMS

By: _____

Name: _____

Title: _____

File Attachments for Item:

7. Council Approval of the Main Street Streetscape Phase IIA-Light Service Agreement Between Georgia Power and City of Forest Park – Department of Planning & Community Development

Lighting Services Agreement

Customer Legal Name FOREST PARK CITY OF DBA _____
Service Address 0 MAIN ST FOREST PARK GA 30297 County Clayton - GA
Mailing Address P.O. BOX 69 FOREST PARK GA 30297
Email _____ Tel # _____ Alt Tel # _____
Tax ID# 0000 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 26912-64072

Selected Components				
Action	Qty	Wattage	Type	Description
INS	30	80	LED	Post Top
Service Cost (\$)		Regulated Cost (\$)*	Monthly Cost (\$)*	
\$900.00		\$0.00	\$900.00	
Term (Months)				1

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☒

Type	Customer	Tariff	Content
NEC	Gov	EOL	NLC

Pre-Payment (\$)
\$325,000.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Lease)

Item # 7.

1. **Agreement Scope.** This Lighting Services and Lease Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "Equipment") for any reason related to the Service or to use of Equipment.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's lease of Equipment and provision of the Service to Customer and is not a sale or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all Equipment. Customer acknowledges that Equipment, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove Equipment upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the Equipment, including the right to access the Premises with vehicles, Equipment, or other tools, and to survey, dig, or excavate, in order to: (i) install and connect Equipment, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove Equipment; (iii) install additional equipment or devices on Equipment; or (iv) conduct any other activity reasonably related to the Service or Equipment (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service, to install the Equipment, and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service may require installation of Equipment. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of Equipment (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to Equipment requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **Equipment Protection and Damage.** Throughout the Term, in the event of any work or digging near Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to Equipment caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any Equipment. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any Equipment. If Customer desires to attach or affix anything to Equipment, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Maintenance.** During the Term and subject to the other terms and conditions in this Agreement, GPC will maintain Equipment and will bear the cost of routine maintenance for all GPC-installed components. Any non-routine maintenance can be done at Customer's written request and will be billed to Customer at then-current GPC rates. Customer must notify GPC of any need for Equipment repair by contacting in writing GPC as provided in Section 9 above. If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.
11. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, Equipment, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of Equipment, the Service may not follow IESNA guidelines. Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with loss or interruption of the Service, Equipment, or this Agreement, or arising from damage, hindrance, or delay involving the Service, Equipment, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable. To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
12. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
13. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
14. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any Equipment from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount or any amount due for the Service during the remaining Term.
15. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, Equipment, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(in)g" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

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File Attachments for Item:

8. Council Approval of the Main Street Streetscape - Light Service Agreement Between Georgia Power and City of Forest Park to Retrofit seventy-five (75) existing light fixtures – Department of Planning & Community Development

Lighting Services Agreement



Item # 8.

Customer Legal Name FOREST PARK CITY OF DBA _____
Service Address 0 MAIN ST FOREST PARK GA 30297 County Clayton - GA
Mailing Address P.O. BOX 69 FOREST PARK GA 30297
Email _____ Tel # _____ Alt Tel # _____
Tax ID# 0000 Business Description _____

Existing Customer Yes ☒ No ☐ If Yes (and if possible), does customer want the Service added to an existing account? Yes ☒ No ☐ If Yes, which Account Number? 26912-64072

Selected Components

Action	Qty	Wattage	Type	Description
INS	75	70	LED	LED Retrofit Kit

Service Cost (\$)	Regulated Cost (\$)*	Monthly Cost (\$)*	Term (Months)	1
\$1,001.37	\$0.00	\$1,001.37		

* The actual Regulated Cost will be calculated using the tariffs approved by Georgia Public Service Commission at the time of billing. The estimate is based on Summer Rates in effect at the time of this proposal. Excludes applicable sales tax.

Project Notes:

Customer agrees to this Lighting Services Agreement with Georgia Power Company under the attached terms and conditions and authorizes all actions noted on this agreement.

Customer also agrees to allow removal of existing lights. Yes ☐ N/A ☐

Type	Customer	Tariff	Content
NEC	Gov	Metered	

Pre-Payment (\$)
\$97,500.00

Customer recognizes that the individual signing this Agreement on its behalf has authority to do so.

Customer Authorization	Georgia Power Authorization
Signature:	Signature:
Print Name:	Print Name: Jennifer Williams
Print Title:	Print Title: Account Exec
Date:	Date:

TERMS and CONDITIONS (Lighting – Governmental Lease)

Item # 8.

1. **Agreement Scope.** This Lighting Services and Lease Agreement ("Agreement") establishes the terms and conditions under which Georgia Power Company ("GPC") will provide lighting and related service (collectively, the "Service") to the customer identified on Page 1 ("Customer") at the Service Address shown on Page 1 (the "Premises"). GPC may install, update, modify, or replace any GPC-owned pole, base, wiring, conduit, fixture, control, equipment, device, or related item at the Premises (collectively, "Equipment") for any reason related to the Service or to use of Equipment.
2. **Term and Termination.** The initial Agreement term is stated on Page 1, calculated from the date of the first bill. After the initial term, this Agreement automatically renews on a month-to-month basis until terminated by either party by providing written notice of intent to terminate to the other party (in accordance with the notice provisions of the *Miscellaneous* section below) at least 30 days before the desired termination date. The initial term and any renewal term or terms are collectively the "Term."
3. **Intent and Title.** This Agreement governs GPC's lease of Equipment and provision of the Service to Customer and is not a sale or licensing of goods, equipment, property, or assets of any kind. GPC retains the sole and exclusive right, title, and interest in and to all Equipment. Customer acknowledges that Equipment, although attached to real property, always will remain the exclusive personal property of GPC and that GPC may remove Equipment upon Agreement termination. **GPC makes no representation or warranty regarding treatment of this transaction by the Internal Revenue Service or the status of this transaction under any federal or state tax law. Customer enters into this Agreement in sole reliance upon its own advisors.**
4. **Payment.** GPC will invoice Customer monthly for the Monthly Cost as described on Page 1. The Service Cost portion of the Monthly Cost will renew at the amount shown on Page 1, but the Regulated Cost portion will be determined by the applicable Georgia Public Service Commission-approved tariff at the time of billing. Customer agrees to pay the total amount billed in full by the invoice due date. If a balance is outstanding past the due date, Customer acknowledges that GPC may require Customer to pay a deposit of up to two times the Estimated Monthly charge in order to continue Service. If applicable, Customer must provide a copy of its Georgia sales tax exemption certificate. Customer must pay costs associated with any Customer-initiated change to the Service after the date of this Agreement.
5. **Premises Activity.** Customer hereby grants to GPC and its contractors, agents, and representatives the right and license to enter the Premises at any time to perform any activity related to the Service or to GPC's use of the Equipment, including the right to access the Premises with vehicles, Equipment, or other tools, and to survey, dig, or excavate, in order to: (i) install and connect Equipment, provide Service, or provide or install any other service; (ii) inspect, maintain, test, replace, repair, disconnect, or remove Equipment; (iii) install additional equipment or devices on Equipment; or (iv) conduct any other activity reasonably related to the Service or Equipment (collectively, "GPC Activity"). Customer represents or warrants that it has the right to permit GPC to provide the Service, to install the Equipment, and to perform the GPC Activity upon the Premises and, if applicable, has obtained express written authority and required permission from all Premises owners, and any other person or entity with rights in the Premises, to enter into this Agreement and to authorize the GPC Activity and the Service.
6. **Installation and Underground Work.** Customer recognizes that the Service may require installation of Equipment. Customer warrants or covenants that: (i) the Premises' final grade will vary no more than six inches from the grade existing at the time of installation; and (ii) if applicable and required for proper installation, Premises property lines will be clearly marked before installation.
 - A. **Customer Work.** If GPC, upon Customer's request, allows Customer, itself or through a third party, to perform any activity related to installation of Equipment (including trenching), Customer warrants or covenants that the work will meet GPC's installation specifications (which GPC will provide to Customer and which are incorporated by this reference). Customer must provide GPC at least 10 days' prior written notice of its schedule for the work, so that GPC can schedule GPC's installation work promptly thereafter. Customer will be responsible for any additional costs arising from non-compliance with GPC's specifications, Customer's failure to complete Customer's work by the agreed completion date, or failure to provide GPC timely notice of any schedule change.
 - B. **Underground Facility/Obstruction Not Subject to Dig Law.** Because GPC Activity may require excavation not subject to the Georgia Utility Facility Protection Act (O.C.G.A. §§25-9-1 – 25-9-13) ("Dig Law"), Customer must mark any private utility or facility (e.g., gas/water/sewer line; irrigation facility; fiber/data/communication line) or other underground obstruction at the Premises that is not subject to the Dig Law. If GPC causes or incurs damage due to Customer's failure to mark a private facility or obstruction before GPC commences GPC Activity, Customer is responsible for all damages and any loss or damage resulting from any delay.
 - C. **Unforeseen Condition.** The estimated charges shown on Page 1 include no allowance for subsurface rock, wetland, underground stream, buried waste, unsuitable soil, underground obstruction, archeological artifact, burial ground, threatened or endangered species, hazardous substance, or similar condition ("Unforeseen Condition"). If GPC encounters an Unforeseen Condition in connection with any GPC Activity, GPC, in its sole discretion, may stop all GPC Activity until Customer either remedies the condition or agrees to reimburse all GPC costs arising from the condition. Customer is responsible for all costs of modification or change to Equipment requested by Customer or dictated by an Unforeseen Condition or circumstance outside GPC's control.
7. **Equipment Protection and Damage.** Throughout the Term, in the event of any work or digging near Equipment, Customer (or any person or entity working on Customer's behalf) must: (i) provide notices and locate requests to the Georgia Utilities Protection Center ("UPC") and other utility owners or operators as required by the then-current Dig Law; (ii) coordinate with the UPC and any utility facility owner/operator as required by the Dig Law; and (iii) comply with the High-voltage Safety Act (O.C.G.A. §§46-3-30 – 46-3-40). As between Customer and GPC, Customer is responsible for any damage arising from failure to comply with applicable law or for damage to Equipment caused by anyone other than GPC or a GPC contractor, agent, or representative.
8. **Pole Attachments.** Nothing in this Agreement conveys to Customer any right to attach or affix anything to any Equipment. Customer agrees that it will not, and will not permit others to, rearrange, disconnect, remove, relocate, repair, alter, tamper with, or otherwise interfere with any Equipment. If Customer desires to attach or affix anything to Equipment, Customer must first obtain GPC's written consent. Customer may call GPC Lighting and Smart Services business unit at 1-888-660-5890 to request consent.
9. **Interruption of Service.** Customer understands that Service is provided on an "as is" and "as available" basis and may be interrupted. If there is a Service interruption, Customer must notify GPC. Following notice, GPC will restore Service, at no cost to Customer. Customer may notify GPC by either calling 1-888-660-5890 or by reporting online at: <https://www.georgiapower.com/community/outages-and-stormcenter/power-outage-overview/street-light-outage.html>.
10. **Maintenance.** During the Term and subject to the other terms and conditions in this Agreement, GPC will maintain Equipment and will bear the cost of routine maintenance for all GPC-installed components. Any non-routine maintenance can be done at Customer's written request and will be billed to Customer at then-current GPC rates. Customer must notify GPC of any need for Equipment repair by contacting in writing GPC as provided in Section 9 above. If the Equipment damage was caused by Customer or a third party, Customer will reimburse GPC for the repair or replacement cost.
11. **Disclaimer: Damages.** GPC makes no covenant, warranty, or representation of any kind (including warranty of fitness for a particular purpose, merchantability, or non-infringement) regarding Service, Equipment, or any GPC Activity. Customer acknowledges that, due to the unique characteristics of the Premises, Customer's needs, or selection of Equipment, the Service may not follow IESNA guidelines. **Customer waives any right to consequential, special, indirect, treble, exemplary, incidental, punitive, loss of business reputation, interruption of Service, or loss of use (including loss of revenue, profits, or capital costs) damages in connection with loss or interruption of the Service, Equipment, or this Agreement, or arising from damage, hindrance, or delay involving the Service, Equipment, or this Agreement, whether or not reasonable, foreseeable, contemplated, or avoidable.** To the extent GPC is liable under this Agreement, and to the extent allowed by applicable law, GPC's liability is expressly limited to: (i) with respect to the Service purchased by Customer, the annual amount paid by Customer for the Service; or (ii) with respect to any other liability, to proven direct damages in an amount not to exceed \$100.00. Customer is solely responsible for safety of the Premises; Customer agrees that GPC has no obligation to ensure safety of the Premises and that GPC has no liability for any personal injury, real or personal property damage or loss, or negative impact to Customer or any third party that occurs at the Premises.
12. **Risk Allocation.** Each party will be responsible for its own acts and the results of its acts, except as otherwise described in this Agreement.
13. **Georgia Security, Immigration, and Compliance Act.** Customer is a "public employer" as defined by O.C.G.A. § 13-10-91 and this is a contract for physical performance of services in Georgia. Compliance with O.C.G.A. § 13-10-91 is a condition of this Agreement and is mandatory. GPC will provide to Customer a contractor's affidavit for installation services as required by O.C.G.A. § 13-10-91. If GPC employs any subcontractor in connection with installation under this Agreement, GPC also will secure from each subcontractor an affidavit attesting to compliance with O.C.G.A. § 13-10-91.
14. **Default.** Customer is in default if Customer: (i) does not pay the entire amount owed to GPC within 45 days after the due date; (ii) terminates this Agreement without proper notice and prior to the end of the then-current Term; or (iii) breaches any material term, warranty, covenant, or representation of this Agreement. GPC's waiver of a past or concurrent default will not waive any other default. If a default occurs, GPC may: (a) immediately terminate this Agreement; (b) remove any Equipment from the Premises; or (c) seek any available remedy provided by law, including the right to collect any past due amount or any amount due for the Service during the remaining Term.
15. **Miscellaneous.** This Agreement contains the parties' entire agreement relating to the Service, Equipment, and GPC Activity and replaces any prior agreement, written or oral. Subject to applicable law, GPC may modify the terms of this Agreement by providing 30 days' prior written notice of such modification to Customer. If Customer uses the Service or makes any payment for the Service on or after the modification effective date, Customer accepts the modification. GPC's address for notice is 1790 Montreal Circle, Tucker, GA 30084-6801; Customer's address for notice is stated on Page 1. Either party may update administrative or contact information (e.g., address, phone, website) at any time by written notice to the other. Customer will not assign, in whole or in part, this Agreement or any right or obligation it has under this Agreement; any such assignment without GPC's prior written consent will be void and of no effect. In this Agreement: (i) "include(ing)" means "include, but are not limited to" or "including, without limitation"; (ii) "or" means "either or both" ("A or B" means "A or B or both A and B"); (iii) "e.g." means "for example, including, without limitation"; and (iv) "written" or "in writing" includes email communication. Georgia law governs this Agreement. If a court rules an Agreement provision unenforceable to any extent, the rest of that provision and all other provisions remain effective.

Page 62

File Attachments for Item:

9. Council Adopting Ordinance Amendment 22-03 on Clarification of On-Premises Consumption of Alcohol – Planning & Community Development Department

ORDINANCE NO. 22-03**AN ORDINANCE AMENDING THE CODE OF ORDINANCES, CITY OF FOREST PARK, GEORGIA CLARIFYING THE DISTANCE REQUIREMENTS FOR ON-PREMISES CONSUMPTION OF ALCOHOL; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES****WITNESSETH:**

WHEREAS, O.C.G.A. § 3-3-21, provides certain distance limitations for the sale of alcoholic beverages from schools, churches and other institutions;

WHEREAS, O.C.G.A. § 3-3-21(b)(3), specifically provides that licensees for the retail sale of alcoholic beverages for consumption on the premises only shall be subject to regulation as to distances from churches, schools, and college campuses by counties and municipalities; and

WHEREAS, it is proposed that the Code of Ordinances, City of Forest Park, Georgia be amended to clarify the distance requirements for consumption on the premises only;

Therefore, be it ordained by the Governing Body of the City of Forest Park, Georgia as follows:

SECTION 1. That Section 9-2-12(a) of the Code of Ordinances, City of Forest Park, Georgia, Georgia is hereby amended by deleting said section and replacing it the following in lieu thereof.

“Sec. 9-2-12(a). Except as provided for in Section 9-2-63, any business engaged in the sale of any alcoholic beverage shall comply with all distance requirements imposed by O.C.G.A. § 3-3-21 and any other applicable provision in Georgia law or in this Code.”

SECTION 2. That Section 9-2-63(a) of the Code of Ordinances, City of Forest Park, Georgia, Georgia is hereby amended by deleting said section and replacing it the following in lieu thereof.

“Sec. 9-2-63(a). (a)Business location. Subject to the specific prohibition set forth in O.C.G.A. § 3-3-21(e)(2), the premises licensed for sale of alcoholic beverages for consumption may be located anywhere within any commercial zoning distance of the City without respect to distances from other establishments.”

SECTION 3. Intention of the Governing Body. It is the intention of the governing body, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances, City of Forest Park, Georgia, and the sections of the ordinance may be renumbered to accomplish such intention.

SECTION 4. Approval of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Ordinance.

SECTION 5. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 6. Codification and Severability.

(a) It is hereby declared to be the intention of the City Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are and were upon their enactment believed by the City Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the City Council that to the greatest extent allowed by law each and every section, paragraph, sentence, clause or phrase of this ordinance is severable from every other section, paragraph, sentence, clause or phrase of this ordinance. It is hereby further declared to be the intention of the City Council that to the greatest extent allowed by law no section, paragraph, sentence, clause or phrase of this ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this ordinance.

(c) In the event that any section, paragraph, sentence, clause or phrase of this ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining sections, paragraphs, sentences, clauses, or phrases of the ordinance and that to the greatest extent allowed by law all remaining Sections, paragraphs, sentences, clauses, or phrases of the ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

SECTION 7. Repeal of Conflicting Provisions. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. Effective Date. This ordinance shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this 4th day of April, 2022.

Mayor Angelyne Butler

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

ARTICLE G. - BREWERIES AND DISTILLERIES

Sec. 9-2-143. – Licenses and regulations generally.

The following regulations shall apply to licensed breweries and distilleries:

- (1) Subject to all applicable provisions of state law, a brewery or distillery licensee, or employee thereof, shall be permitted a limited exception under this article to taste draft beer, wine or distilled spirits at the licensed premises for quality control or educational purposes. At no time shall a brewery or distillery licensee and/or employee become intoxicated at the licensed premises.
- (2) An individual applying for a brewery or distillery license shall indicate on their application whether he or she intends to open and operate a brewery, distillery or brewpub.
- (3) All operations by a brewery or distillery shall be conducted within an enclosed building.
- (4) Nothing herein shall be interpreted as to prevent any brewery or distillery licensee from exercising any right or authority provided to it under state law.
- (5) The state regulations relating to the manufacture, sale, and distribution of malt beverages and distilled spirits, as revised from time to time, promulgated by the state revenue department, are hereby incorporated into and made a part of this chapter as if fully set out in this section.

Sec. 9-2-144. - Provisions applicable to breweries and distilleries only.

- (a) Breweries and distilleries shall be authorized to provide guided tours of their facilities, during which a "free tasting" of their products may be conducted. Said tours and tastings shall be permitted in accordance with the Official Code of Georgia, as amended from time to time.
- (b) No "free tasting" of products shall be permitted between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no pouring or tasting shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Promotional or educational tours shall also only be permitted within these allowed timeframes.
- (c) All products provided at the "free tasting" shall be served by a state-licensed representative of the facility and shall be products produced on-site by said facility.
- (d) The facility may elect to provide non-alcoholic food or beverages at no charge to customers or tour-attendees, either directly or indirectly.
- (e) As permitted by state law and subject to the restrictions therein, breweries and distilleries shall be authorized to operate an eating establishment and may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesaler.

- (f) No person who is a participant in an educational or promotional tour may bring alcoholic beverages obtained off the premises of the facility under any circumstances.
- (g) Souvenirs may be provided or sold, including souvenir containers that may be used in "free tastings" sponsored by the facility, in compliance with state law, as amended from time to time.
- (h) Except as set forth in this section, a breweries and distilleries shall be subject to all sections of this article.
- (i) Operation of a brewery or distillery shall prohibit such licensee from obtaining any other category of alcohol beverage license available under this chapter for the same premises.

Sec. 9-2-145. - Provisions applicable to brewpubs only.

- (a) A brewery licensee operating a brewpub shall be authorized to operate an eating establishment that shall be the sole retail outlet for such malt beverages and may offer for sale for consumption on the premises any other alcoholic beverages produced by other manufacturers which are authorized for retail sale under this chapter, provided that such alcoholic beverages are purchased from a licensed wholesaler.
- (b) Should a licensee operating a brewpub offer for sale other alcoholic beverages produced by other manufacturers on the premises of the brewpub, the licensee shall also be required to obtain an on-premises consumption license.
- (c) A licensee who is operating a brewpub shall be entitled by virtue of said license to sell alcoholic beverages by the package for consumption off the premises.
- (d) A licensee operating a brewpub shall pay all state and local license fees and excise taxes applicable to individuals licensed under this chapter as manufacturers, retailers and, where applicable, wholesale dealers.
- (e) Except as set forth in this section, a licensee operating a brewpub shall be subject to all sections of this article.
- (f) Brewpubs may not pour or serve malt beverages between the hours of 12:00 a.m. and 8:00 a.m. any day of the week. In addition, no sale or pouring of malt beverages or wine shall be permitted on Sundays before 12:30 p.m. and after 11:30 p.m., or on any other days or times prohibited by state law. Where in conflict with the operating hours permitted for other establishments offering on premises consumption, the operating hours of this subsection shall control for brewpubs.

Sec. 9-2-146. - Prohibited locations.

It shall be prohibited to obtain a license under this Article G within the following areas of the city:

- (1) Within any residential zoning district or other prohibited zoning district established in the zoning ordinance; and
- (2) Within any area prohibited by state law.

File Attachments for Item:

10. Council Approval of Resolution 22-14 Establishing Priority List for Capital Projects -Department of Planning and Community Development

City of Forest Park Capital Projects

Projects by Priority		Funding Sources							Estimated Project Cost
		SPLOST (2008)	SPLOST (2015-2020)	SPLOST 2021 Bonds	URA Bonds	TAD	CDBG	EPD Grant	
1	Fire Station at Gillem		1,819,925.78	-	6,316,074.22	-	-	-	8,136,000.00
2	Fire Station at City Center	-	-	-	9,115,285.41	-			9,115,285.41
3	Starr Park Renovation (Phase I)		5,127,758.88	1,516,471.00	3,858,770.12		300,000.00	197,000.00	11,000,000.00
4	City Hall at City Center	2,845,877.68	510,963.24	5,831,548.00	12,469,844.89	-	-	-	21,658,233.81
5	Main Street Streetscape II	-	1,493,479.02	2,000,000.00	156,520.98	350,000.00	-	-	4,000,000.00
6	Welcome Signs	-	500,000.00	-	-	-	-	-	-
		2,845,877.68	9,452,126.92	9,348,019.00	31,916,495.62	350,000.00	300,000.00	197,000.00	
						Total Capital Projects			53,909,519.22
Future Capital Projects									
7	Fire Station No. 2								10,000,000.00
8	Starr Park Phase II								11,000,000.00
9	Main Street Phase IIA								4,000,000.00
10	Model Mile								6,000,000.00
11	Theater Park								300,000.00
12	Fourth Ward Park								300,000.00
						Total Future Capital Projects (Estimated Project Cost)			31,600,000.00

3-25-2022

RESOLUTION NO. 22-14**A RESOLUTION ESTABLISHING A PRIORITY LISTING OF THE CITY'S CAPITAL PROJECTS**

WHEREAS, the City of Forest Park ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, it is proposed that the City establish a priority listing of all of its current capital projects;

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Establishment of Capital Projects Priority List. The priority list of capital projects attached hereto as Exhibit A is hereby approved by the City Council. The City Manager is directed to pursue the implementation of these capital projects in the order provided with the funds available for said projects.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor or Mayor Pro Tem is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[Remainder of Page Left Intentionally Blank]

SO RESOLVED this _____ day of _____, 2022.

Mayor Angelyne Butler

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

File Attachments for Item:

11. Council Approval to Purchasing New City Flags with New Seal – Chief Executive Offices

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and Approval of purchase for City Flags with new seal – Chief Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: March 23, 2022

Work Session Date: April 04, 2022

Council Meeting Date: April 04, 2022

Background/History:

Cities adopt official flags to show pride and to serve as a symbol of the city. The City of Forest Park previous adopted a new official seal that has been replacing the old seal and rebranding our city.

The city manager is seeking approval of the new design for the official city flag and the authorization to purchase 19 (nineteen) flags to be displayed on the interior and exterior of city buildings.

Cost: \$ 11,831.00

Budgeted for: _____ **Yes** X **No**

Financial Impact:

The Council Member representing Ward 5 has agreed to utilized capital outlay ward funds for this purchase.

Action Requested from Council:

The City Manager request approval of the design and purchase of 19 new city flags.

**Dr. Marc-Antonie Cooper
City Manager**745 Forest Parkway
Forest Park, GA 30297

Phone: 404-388-1555

macooper@forestparkga.gov**Interoffice Memorandum****Date:** April 4, 2022**To:** Mayor and City Council**From:** Dr. Marc-Antonie Cooper, City Manager**CC:** Mike Williams, City Attorney

The City Manager is requesting approval of the attached new city flag design and the authorization to purchase 19 new flags with the same design.

The flags will display the new seal placed on a template size of 5'w X 3'h with a crème background and tagline "Established 1908". Some will be used on the external of city buildings and the interior presentation flags will be displayed using hardware. The cost breakdown is as follows:

<u>Description</u>	<u>Cost</u>	<u>Units</u>	<u>Total</u>
Presentation Flags Hardware	\$279	15	\$4,185.00
Presentation Flags	\$399	16	\$6,384.00
Outdoor Flags (extra)	\$299	3	\$897.00
Origination Art	\$300	onetime cost	\$300.00
Set Up Fee	\$65	Onetime cost	\$65.00
TOTAL			\$11,831.00

Exterior flags will be single sided and have bleed to back side of seventy-five percent (75%). Image printed by dye sublimation onto mesh car flag fabric, outdoor header and grommets, and UV spray for better outdoor longevity.

Interior flags will be double sided with the image printed by dye sublimation onto Dacron fabric (looks like nylon). Interior liner for better opacity, and pole pocket for a 1.5" pole, with yellow gold fringe on 2 sides.

CITY HALL • 745 FOREST PARKWAY, FOREST PARK, GA 30297

WWW.FORESTPARKGA.ORG

Flag presentation hardware will include 8' dark oak poles, 1.25" diameter, Anodized bases, Finial Spear with yellow gold cord and tassels.



ESTABLISHED 1908

File Attachments for Item:

12. Council Adopting Ethics Ordinance Amendment 22-04 Providing for a Financial Penalty to Elected Officials – Legal

ORDINANCE NO. 22-04

AN ORDINANCE OF THE CITY OF FOREST PARK, GEORGIA TO REVISE THE CODE OF ETHICS FOR OFFICIALS; TO PROVIDE FOR A FINANCIAL PENALTY WITH RESPECT TO VIOLATIONS OF THE CODE; TO PROVIDE FOR DISCIPLINE; AND FOR OTHER PURPOSES.

IT IS HEREBY ORDAINED by the Governing Authority of the City of Forest Park:

Section 1. Section 2-6-12 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by replacing said section with a new Section 2-6-12 to read as follows:

“Sec. 2-6-12. - Penalty.

(a) Any person violating any provision of this article is subject to:

- (1) Public reprimand or censure by the city council;*
- (2) Request for resignation by the city council; or*
- (3) Removal from elected office pursuant to the procedure established by section 5.16 of the City Charter.*

(b) Additionally, any member of the City Council, including the Mayor, found to have violated any provision of this article shall receive a deduction of ten (10) percent from their gross monthly compensation in the month following such determination by the Board of Ethics. Any subsequent violations shall result in additional cumulative ten percent penalties (i.e. 20% for second violation, 30% for third violation, etc.); provided, however, that in no event shall any penalty exceed \$1,000.00.”

Section 2. Section 2-6-8(f) of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by replacing said section with a new Section 2-6-8(f) to read as follows:

“(f) With the exception of the penalty set forth in Section 2-6-12(b), findings of the board of ethics shall be submitted to the city council for action.”

Section 3. Section 2-1-32 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by a new Section 2-1-32 (d) to read as follows:

“(d) The compensation of the Mayor shall be subject to any penalty imposed by operation of Section 2-6-12(b) of the Code of Ordinances, City of Forest Park, Georgia.”

Section 4. Section 2-1-33 of the Code of Ordinances, City of Forest Park, Georgia is hereby amended by a new Section 2-1-33 (d) to read as follows:

“(d) The compensation of each member of the City Council shall be subject to any penalty imposed by operation of Section 2-6-12(b) of the Code of Ordinances, City of Forest Park, Georgia.”

Section 5. In the event any word, phrase, sentence or paragraph is determined by a court of competent jurisdiction to be unconstitutional, the offending provisions shall be severed from the ordinance and the remaining words, phrases, sentences and paragraphs shall continue in effect as fully as though no challenge had been brought, it being the intent of the Council that severability be applied to the maximum extent allowed by law.

Section 6. All ordinances or parts of ordinances in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 7. This ordinance shall be effective immediately upon its adoption.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SO ORDAINED this _____ day of _____, 2022.

Mayor Angelyne Butler

Council Member Kimberly James, Ward 1

Council Member Dabouze Antoine, Ward 2

Council Member Hector Gutierrez, Ward 3

Council Member Latresa Wells, Ward 4

Council Member Allan Mears, Ward 5

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney