



CITY COUNCIL WORK SESSION

Monday, April 04, 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.

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 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:

ROLL CALL - CITY CLERK:

CITY MANAGER'S REPORT: Dr. Marc-Antonie Cooper, City Manager

COVID-19 UPDATE: EMS Coordinator, Andrew Gelmini

NEW BUSINESS:

- 1. Council Discussion on the Modifications to the City of Forest Park's Personnel Policy & Procedures – Human Resources Department**

Background/History:

The Human Resources Department along with the City Manager is proposing some changes to the current city's Personnel Policy and Procedures. The modifications added/revised will finalize our policies to ensure employees have a strong foundation and understanding of the city's expectations. Some of the policies being added were already voted on by Mayor and Council but are not published in our official employee handbook. Once approved, new employee handbooks will be printed and distributed to each employee. Sections that have been modified/added are as follows:

Rule II: Compensation **Rule V.** Employment Practices **Rule VIII.** Performance Appraisal

Rule IX: Attendance and Leave **Rule XIX:** Dress Code **Rule XX:** Weapons Possession Policy **Rule XXI:** Social Media Policy

2. Council Discussion to Surplus Rear Seats for Chevy Tahoe – Police Department

Background/History:

There are currently 50 rear seats for Chevy Tahoe trucks located in storage at the 110 building; the models range from 2009 until 2020. These seats were removed from patrol vehicles as the rear seats require the use of a plastic bench seat and a partition that must be installed for prisoner and citizen transport purposes.

I'm requesting that the Police Department be allowed to surplus/donate these seats and leave them in storage upon the sale of the building, wherein the new Owners will take possession of them and dispose of them accordingly. These seats are filthy and in poor condition as they have been stored in a garage-type area that is not airtight or temperature controlled, for many years. Because of their condition the seats have no value; at this time, we would like to get approval to dispose of them from Mayor Butler and the City Council.

3. Council Discussion to Enter into an Agreement with Trinity EMS Billings (TEMS) – Fire/EMS Department

Background/History:

In recent months, the EMS Division have been reviewing all of the EMS Division applications, contracts, and processes. It was noticed with AMB (Ambulance Billing Company), our current ambulance transport billing company, we were averaging a low amount of return on what we are actually billed. This has been a consistent finding for about 10 years. After further research, and in communication with neighboring agencies, it has been determined that we are averaging about 25-35% return on billing when neighboring departments are seeing 50-60% return. Two alternative billing companies were recommended, however, we decided that Trinity EMS Billing and Consultants (TEMS) would better fit the overall scope of work for the city. TEMS also offered a lower percentage rate for their fees than the other companies and the current company for a 3- year contract. They will offer a customer-based service that is easier to work with for our patients and carry out our billing for ambulance transports. Additionally, they provide training to our crews and administration on how to maximize the information gathered for ease of billing. We realize that the first year of this contract will involve gathering data to implement the billing process. More so, we will show a higher return in billing and overall customer satisfaction with this new company.

4. Request 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

Background/History:

The proposed design for the Main Street Streetscape Project IIA from College Street to Phillips Drive includes thirty (30) decorative light fixtures along the route. The Agreement between Georgia Power and the City of Forest Park would allow Georgia Power to install and maintain the thirty (30) decorative light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

5. Council Discussion 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

Background/History:

In 2010 the City completed Phase I of the Main Street Streetscape Project from Lake Street to College Street. That project included seventy-five (75) decorative light fixtures installed and maintained by Georgia Power. In order for the existing lights to match the wattage of the new proposed lights from College Street to Phillips Drive in Phase IIA, the City of Forest Park would need to enter into a light service agreement with Georgia Power to retrofit the existing light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

6. Council Discussion on Clarification of On-Premises Consumption of Alcohol Ordinance – Planning & Community Development Department

Background/History:

The City Council recently approved an Entertainment District ordinance. It is proposed that the City clarify the distance requirements for the location of businesses that provide for the on-premises consumption of alcohol only. O.C.G.A. § 3-3-21(b)(3), specifically give the City the authority to regulate the distance requirements for on-premises consumption from churches, schools, and college campuses. The proposed ordinance would allow such establishments to be located anywhere within a commercially zoned district.

7. Council Consideration of a Resolution Establishing Priority List for Capital Projects -Department of Planning and Community Development

Background/History:

The City Manager is recommending that the City Council establish a priority list of its previously approved capital projects. These projects are funded from combination of the one percent county special purpose local option sales and use tax (SPLOST), URA Bond Funds, and TAD funds. The proposed priority list adds the construction of a new city hall and reaffirms and prioritizes existing projects that were approved by the City Council in 2008 and 2015-2020 using SPLOST funds.

8. Discussion and Approval of purchase for City Flags with new seal – Chief Executive Offices

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 while 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.

9. Council Consideration of an Amendment to the Ethics Ordinance Providing for a Financial Penalty to Elected Officials – Legal

Background/History:

The City Council recently requested an ordinance providing for a financial penalty for violations of the Ethics Ordinance. This ordinance would impose a penalty of ten percent (10%) of the elected official's monthly salary in the event the Board of Ethics makes a determination that a violation occurred. The penalty would not require any action on the part of Council.

10. Council Discussion on Recommendation to the Urban Design Review Board – Department of Planning & Community Development

Background/History:

On September 7, 2021, the City Council passed a new Zoning Ordinance that established the Urban Design Review Board (UDRB). The UDRB consists of five (5) members. Members shall be appointed and confirmed in accordance with Mayor and City Council approval. Members shall be appointed for four (4) year terms and shall serve until their successor is appointed and qualified.

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. Council Discussion on the Modifications to the City of Forest Park's Personnel Policy & Procedures – Human Resources Department****Background/History:**

The Human Resources Department along with the City Manager is proposing some changes to the current city's Personnel Policy and Procedures. The modifications added/revised will finalize our policies to ensure employees have a strong foundation and understanding of the city's expectations. Some of the policies being added were already voted on by Mayor and Council but are not published in our official employee handbook. Once approved, new employee handbooks will be printed and distributed to each employee. Sections that have been modified/added are as follows:

Rule II: Compensation **Rule V.** Employment Practices **Rule VIII.** Performance Appraisal

Rule IX: Attendance and Leave **Rule XIX:** Dress Code **Rule XX:** Weapons Possession Policy **Rule XXI:** Social Media Policy

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on the Modifications to the City of Forest Park's Personnel Policy & Procedures – Human Resources Department

Submitted By: Shalonda Brown, Director

Date Submitted: March 15, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

The Human Resources Department along with the City Manager is proposing some changes to the current city's Personnel Policy and Procedures. The modifications added/revised will finalize our policies to ensure employees have a strong foundation and understanding of the city's expectations. Some of the policies being added were already voted on by Mayor and Council but are not published in our official employee handbook. Once approved, new employee handbooks will be printed and distributed to each employee. Sections that have been modified/added are as follows:

Rule II: Compensation **Rule V.** Employment Practices **Rule VIII.** Performance Appraisal

Rule IX: Attendance and Leave **Rule XIX:** Dress Code **Rule XX:** Weapons Possession Policy **Rule XXI:** Social Media Policy

Cost: \$

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

Financial Impact:

There is no financial impact

Action Requested from Council:

RULE V

EMPLOYMENT PRACTICES

SECTION 1. OBJECTIVES

The following employment practices are established: (1) To comply with federal and state laws; and (2) to enhance the employment conditions in the City of Forest Park in order to create fair and equitable employment practices which will produce greater job satisfaction, integrity, employee loyalty, productivity, and quality of work.

SECTION 2. RECRUITMENT AND ANNOUNCEMENTS

The City of Forest Park recruitment activities shall be planned and executed to meet both the immediate and long range needs of the City. The Human Resources Director will consider such factors as employee turnover, currently budgeted positions, anticipated or identified future departmental needs, and any affirmative action goals that may be established pursuant to federal or state laws.

Vacancies may be filled by promotion, transfer, demotion, regular probationary appointment, reinstatement, reappointment, emergency appointment, or temporary appointment. Vacancies shall be announced publicly by the Human Resources Department for a minimum period of one week before being filled, except where the appointment is to be made on a temporary or emergency basis. During this period, applications will be accepted from applicants and/or current employees seeking promotion. Vacancies to be filled by promotional competitive appointment will be announced within the City for a minimum of one week.

The Department Head shall usually determine whether the position will be filled through a promotional-competitive or open- competitive appointment process, subject to review by the Human Resources Director. If the Human Resources Director determines that the composition of a Department's workforce, or a job classification suggests a possibility of an unlawfully discriminatory pattern or practice of making appointments, the Director of Human Resources may recommend that an alternative method of appointment be used which may expand the pool of qualified applicants and help to eliminate the likelihood that such an unlawful practice exists. If the Human Resources Director determines that an insufficient number of candidates have applied for a position, or that expansion of the recruitment effort to new sources of employees is necessary to create a sufficient pool of qualified applicants to meet any affirmative action goals prescribed under federal or state law, or established by the City in compliance with such laws, the Director of Human Resources may extend the time for accepting applications and may expand the recruitment sources until there are sufficient numbers of qualified applicants for the position. Public announcements of examinations shall specify the title and salary range of the class of positions, the rate of pay at which appointments are expected to be made,

the duties to be performed, the minimum qualifications required, the final date on which applications shall be received, and that the City is an Equal Opportunity Employer.

SECTION 3. APPLICATION FOR EXAMINATION

- a. Prescribed Form Requirement: All applications shall be made on forms prescribed by the Director of Human Resources and must be filed on or before the closing date specified in the announcement, or postmarked before midnight of that date. The Human Resources Director shall be custodian of all these applications.
- b. Completeness Requirement: All job applications must be complete and shall include such pertinent job-related information as follows: The applicant's training and education completed; a complete history of work experience, including periods of unemployment; a description and the dates of any military service; a complete account of any convictions for felonies or misdemeanors; and all other pertinent job related information deemed necessary by the Human Resources Director. The job applications shall not seek or include information identifying the applicant's race, color, creed or religion, sex (including pregnancy), marital or family status, sexual orientation, gender identity, national origin or ethnicity, citizenship (except to the extent citizenship constitutes a mandatory qualification under federal or state law), age (except where a minimum age is required for a position, or where, consistent with the federal Age Discrimination in Employment Act and the regulations thereunder, a maximum age has been established for the position in a Public Safety job), disability, genetic information, political affiliation, military or veteran status, or any other classification or status protected by applicable federal, state and local law. Any data required for monitoring the City's compliance with equal employment opportunity laws other for legal purposes shall be obtained and stored in documents which are not attached to and are stored separately from the job application form, and shall not be made available to the individuals making the hiring decision.

SECTION 4. DISQUALIFICATION OF APPLICANTS

The Human Resources Director may reject and refuse to consider any application, or after examination of an application, may disqualify an applicant when it has been determined that:

- a. The application was not received on or before the closing date established for accepting applications;
- b. The application was not filed on the prescribed form;
- c. The applicant does not possess one or more of the requirements as specified in the job classification or public announcement of the examination;

- d. The applicant falsified or did not complete pertinent information on the application form;
- e. The applicant is not qualified to perform the duties of the position;
- f. The applicant has used or attempted to use political pressure or bribery to secure an advantage in the examination or in employment;
- g. The applicant has previously been dismissed from a position by the City of Forest Park, or by any other employer;
- h. The applicant has taken part in the compilation, administration, or correction of the examination for a position and is an examinee for that position;
- i. The applicant has directly or indirectly obtained information which is not generally available to other applicants regarding an examination for the position in a manner indicating a breach of ethical standards;
- j. The applicant for a promotion has received less than a satisfactory overall rating on a performance appraisal within twelve (12) months prior to the closing date for receipt of applications;
- k. The applicant has otherwise willfully violated the provisions of these rules; or,
- l. For other lawful reasons deemed relevant to the applicant, the position which the applicant seeks, and to the City's legitimate interests.

SECTION 5. CHARACTER OF EXAMINATIONS

- a. Purpose: The purpose of any examination is to determine the applicant's relative suitability for the job being filled. To determine applicants' "relative suitability" requires a comparative judgment of applicants' respective abilities to create the work behaviors necessary to successfully perform the functions of the position for which they are applying. This determination is made by assessing information obtained from a combination of sources such as the applicant's job application, interviews of the applicant and former employers, assessment of training, education, and experience and any job-related examination or test.
- b. Content: Examinations shall be practical in nature, constructed to measure the relevant training, knowledge, skill, experience and ability of the job applicant actually necessary to perform the functions of the jobs in the particular class of positions in which the vacancy exists. All examinations shall be content related and valid. All applicants' examinations shall be rated objectively and impartially.

c. **Valid Methods:** The Director of Human Resources may use any job-related selection method that is valid, reliable, and objective. The selection procedures shall measure or sample job behaviors or knowledge, skills, and abilities actually required to successfully perform the job for which the applicant is applying. Examinations may consist of written tests; performance tests; representative work samples, rating of training, education and/or experience; structured oral examinations; and physical fitness, either singularly or in combination, or any other method which, in the Human Resources Director's judgement will test fairly the relative fitness and suitability of the applicant to efficiently discharge the functions of the position to be filled.

SECTION 6. RATING APPLICANTS' TRAINING, EXPERIENCE, AND OTHER FACTORS

a. **Functional Relevance of Ratings:** When the rating of an applicant's training/education and experience is a part of an examination, or when it is the only measure of an applicant's relative suitability for the position, the Human Resources Director shall determine the procedure for evaluating such qualifications of the candidates. The selected procedure shall ensure that the training/education and experience being rated is relevant to the actual functions in the position being filled. Relevance of training/education and experience shall be weighted when such relevance is job-related and likely to affect the applicant's performance on the job. The applicant's level of training, education and experience will be considered to the extent such a level is relevant to determining the individual's relative suitability for the job.

b. **Jobs with No Prescribed Qualifications:** The Human Resources Director shall also determine the procedure for evaluating candidates for positions which do not have prescribed minimum entrance qualifications. Ranking for such positions may be done on the basis of such procedures as work sample tests, work record checks, aptitude testing, or other appropriate procedures. Where minimum qualifications are established, they must be met by all successful candidates.

SECTION 7. CONFIRMATION OF TRAINING/EDUCATION AND EXPERIENCE

Before rating training/education and experience, the Human Resources Director shall investigate the candidate's work history and verify the applicant's training/educational record as indicated in their job application. The Director of Human Resources shall rate the candidate in accord with the results of this investigation. Where it is later determined that an applicant or employee has falsified any statement contained in a job application, the employee shall be dismissed. No employee dismissed for such falsification shall be eligible to apply for or hold a position in the City.

SECTION 8. MAINTENANCE OF RECORDS

The Human Resources Director shall be responsible for the maintenance of all records pertinent to examination programs. Applications and other necessary examination records shall be kept for three (3) years unless retention for a longer period of time is required by either Federal or State law, or otherwise specified.

SECTION 9. HIRING OF RELATIVES

- (a) **Definitions.** "Relative" is defined to include spouse, child, stepchild, grandchild, parent, grandparent, brother, sister, half-brother, half-sister, uncle, aunt, niece, nephew or the spouse of any of them. These relationships shall include those arising from adoption. Persons who are common law married or who are living together without the benefit of matrimony are also considered as relatives under the intent of this rule. "Personnel actions" include, but are not limited to, promotions, pay raises, transfers, duty assignments, and disciplinary matters.
- (b) **Relatives of elected officials.** Relatives of elected officials are excluded from employment in any department in the City.
- (c) **Relatives of supervisory employees.** Relatives of employees in positions that carry any degree of supervision shall not serve in a position subordinate to a relative.
- (d) **Relatives of nonsupervisory employees.** Subject to the foregoing provisions, relatives of nonsupervisory employees may be employed by the city in any position which they are qualified to fill.
- (e) **Employee transfers.** The limitations regarding the employment of relatives specified in this section also apply to the transfer of an employee into a department where supervisory relatives are employed.
- (f) **Employees who become related subsequent to employment.** The limitations on employment of relatives specified in this section shall apply to the continued employment of persons who become relatives subsequent to their employment by the City due to their getting married to each other. If an appropriate transfer cannot be arranged, the less senior employee will be terminated.
- (g) **Subsequent elections or appointments.** Employees who are already related at the time of the adoption of this section; or who would be in violation of this section upon the election or appointment of a relative to an elected or appointed supervisory position; or who became related subsequent to their employment on account of the marriage or adoption of some other person; may continue their employment subject to the following conditions:

- (1) Elected officials may not participate in or vote upon any specific individual personnel actions directly involving a relative.
- (2) Department directors and supervisors shall transfer any relative (other than those already employed on the effective date of this section) to a different division or section so as to avoid any direct supervision and shall not participate in any personnel actions involving a relative.

SECTION 10. PHYSICAL EXAMINATIONS

No medical examination shall be required, nor shall any medical question be asked of a job applicant until after a conditional job offer has been made to the applicant. Thereafter, all job offers are contingent upon the applicant passing a drug screening, and a medical examination which shall determine whether the applicant is physically able to perform the essential functions of the job for which they are being hired, with or without reasonable accommodations. Every applicant will be given the examination by a physician chosen by the City. The City will pay for all employment physical examinations and drug tests (except where the employee requests a second confirming drug test).

RULE XX

WEAPONS POSSESSION POLICY

SECTION 1. IN GENERAL

Possession or use of a firearm, illegal weapon (as defined by Georgia law), explosive, and other prohibited weapons of any kind by a city employee while on City owned, leased, or controlled property is strictly prohibited.

Georgia law allows employees who legally possess a firearm to bring it onto the City's parking lot premises, provided that the firearm and ammunition are kept in the employee's vehicle in accordance with O.C.G.A. 16-11-126(a). In this case, the firearm and ammunition, however, may not be removed from the vehicle while it is on City property.

SECTION 2. VIOLATIONS

Violations of this policy may result in discipline, up to and including immediate discharge unless the employee is in compliance with state law.

RULE [XIX]

DRESS, APPEARANCE, AND GROOMING

SECTION 1. DRESS AND APPEARANCE GENERALLY

Employees are expected to present themselves in a professional image, both through behavior and appearance. Accordingly, employees must wear work-appropriate attire during the workday or any time they are representing the City of Forest Park. Clothing does not need to be expensive but should be clean and neat in appearance. Employees should consider their level of customer and public contact and the types of meetings they are scheduled to attend in determining what attire is appropriate.

The following are generally not acceptable:

- a. Bare feet or flip flops
- b. Spandex, sweats, or work out attire
- c. Sagging pants, shorts, or short skirts
- d. Sexually provocative clothing or exposed undergarments
- e. Clothing with offensive slogans or pictures
- f. Clothing showing excessive wear and tear (distressed/cut-out jeans)
- g. Any clothing or accessories that would present a safety hazard
- h. Visible tattoos that are not appropriate in content

SECTION 2. GROOMING

All employees are expected to maintain appropriate oral and bodily hygiene. Hair (including facial hair) should be clean and neat. Accessories should not interfere with an employee's work. The excessive use of perfume or cologne is unacceptable, as are odors that are disruptive or offensive to others or may exacerbate allergies.

SECTION 3. ENFORCABILITY

Managers are responsible for enforcing dress and grooming standards for their department. Any employee whose appearance does not meet these standards may be counseled. If an employee's appearance is unduly distracting or the clothing is unsafe, the employee may be sent home to change into something more appropriate.

SECTION 4. ACCOMMODATIONS

Reasonable accommodations will be made for employees with sincerely held religious beliefs and disabilities when such accommodations do not cause an undue burden. If you would like to request an accommodation or have other questions about this policy, please contact your supervisor.

RULE VIII

PERFORMANCE APPRAISAL

SECTION 1. ADMINISTRATION OF APPRAISAL SYSTEM

- a. Policy: It is the City's policy to reward good job performance by establishing an equitable system of providing pay increases. Salary increases are not automatic and will be based on individual job performance.
- b. Coordination: The Human Resources Director will coordinate the implementation of a performance appraisal system for all Departments.
- c. Purpose: The purpose of the performance appraisal system is to provide a formal means of communicating information to the employee concerning the employee's performance and work-related strengths and weaknesses.
- d. Use of Performance Appraisals: Performance appraisals are to be used as important factors in selecting employees for promotions, determining merit pay increases, and in disciplinary and termination decisions. The performance of all employees, supervisory and non-supervisory, shall be evaluated.

SECTION 2. PERFORMANCE APPRAISAL INSTRUMENTS

- a. The Human Resources Director, with the cooperation of the Department Head, will select the performance appraisal instruments which will be used for each job.
- b. The instrument may be the same for all jobs, or the Human Resources Director and Department Head may select special instruments which apply to particular classes of jobs.

SECTION 3. FREQUENCY

- a. A performance appraisal will be performed for all employees at least annually, during the fourth quarter of each fiscal year (July 1 thru June 30). New employees who are in their probationary period during the performance appraisal period will be evaluated during the first performance evaluation period that occurs following the earlier of (i) the expiration of the new employee's probationary period, and (ii) the new employee's first employment anniversary.
- b. Appraisal Process: The performance appraisal process shall be as follows:
 - (1) Fourth Quarter Performance Appraisals: Between April 1 and May 15, the appraising supervisor shall carefully evaluate all subordinate employees' performance based upon the preceding twelve (12) months, using objective, job-

related criteria such as position descriptions, performance records, and other related personnel records, such as the employee's behavior and attendance records and, any memorandum stating goals and objectives for the employee's performance improvement from the preceding performance appraisal period, to create a measurement which fairly reflects each employee's performance and progress.

(2) Employee's Self Appraisal: Each employee will be required to similarly self-evaluate his/her performance for the same period. The purpose of the self-evaluation is to help in the performance appraisal discussion process by providing a means for the supervisor to determine whether the supervisor is clearly communicating the City's behavior and performance expectations to the employees, and whether the supervisor is consistently providing feedback to the employee concerning these subjects.

(3) Discussion: Between May 15 and May 31, each supervisor and employee will discuss the employee's and supervisors' respective appraisals of the employee's performance. The discussion will identify any areas where the employee's performance or behavior requires improvement, and the supervisor will make recommendation for any skill, improvement exercises, or any training or educational opportunities which the employee should pursue to improve the employee's performance in the desired direction. The employee shall sign the performance appraisal to document that the supervisor has provided the information about the employee's performance to the employee.

(4) Department Head Input: The appraising supervisor shall forward a copy of the signed performance appraisal form to his or her immediate superior for review, discussion, and signature.

d. Pay Increase: Pursuant to Rule II, Section 5, Department Heads shall determine if the employee's performance appraisal warrants a merit pay increase, and the amount of such increase (if any).

e. Submission to Human Resources Director: The appraisal and merit increase determination shall be sent to the Director of Human Resources not less than two weeks prior to the effective date.

f. Supervisory Appraisals: Department Heads shall prepare performance appraisals of supervisory personnel in accordance with the appraisal schedule described herewith.

SECTION 4. PERFORMANCE REVIEW INTERVIEW

Whenever an employee's performance is formally appraised in accordance with this Rule, the appraising supervisor will discuss the appraisal with the employee, in private, explaining the ratings and the reasons for the ratings.

SECTION 5. EMPLOYEE COMMENTS

Employees are encouraged to make written comments about their own performance and about the performance appraisal whether they agree or disagree with all, or any part of the performance appraisal. Such written comments should be submitted by such employee within five (5) days following the conference with the supervisor. The written statement shall be attached to the appraisal form and forwarded to the Human Resources Director. The Human Resources Director will review and file all performance appraisal forms.

SECTION 6. SUPERVISOR RESPONSIBILITIES

Any supervisor who transfers or otherwise leaves their position may be required to submit performance appraisal forms covering all the employees under their supervision who have not been appraised within the previous six (6) month period.

RULE II

COMPENSATION

SECTION 1. PREPARATION

After consultation with department heads, the Appointing Authority/City Manager, will prepare and recommend to the Mayor and Council a compensation plan for all classes of positions under the merit system. The plan shall provide a salary schedule establishing the pay grades and steps within each grade for the various classes.

The Human Resources Director shall assign each class of positions to an appropriate pay grade consistent with the duties and responsibilities of the class.

The salary schedule shall include minimum, intermediate, and maximum pay steps for each pay grade.

In allocating a class of positions, the relative levels of duties and responsibilities of the various classes of positions, or rates of pay grades, the Human Resources Director shall give consideration to the relative levels of duties and responsibilities of the class of positions, the compensation (including benefits) offered for comparable positions elsewhere in the relevant labor market area, the City's financial resources, and other relevant factors.

The purpose of the pay plan is to provide a systematic way of establishing pay levels for each classification of employees. Responsibility for the implementation of the plan's classification and salary changes and maintenance belongs to the Human Resources Director.

The proposed pay plan can establish internal equity among city employees and can place the city in a more competitive position with other local governments and employers within the labor market area. To remain market competitive after implementation of the plan, it is necessary to conduct a survey every two years.

SECTION 2. ADMINISTRATION

Upon adoption by the Mayor and Council, the compensation plan shall be the official salary schedule for all positions. The following sections of this rule provide uniform regulations for the administration of the plan. The Appointing Authority/City Manager has the authority to make an exception to any of the rules outlined in the policy as written.

SECTION 3. ENTRANCE SALARY

- a. Initial Appointments: Initial appointments shall normally be made at the entry or minimum step of the pay grade assigned for the class. The Department Head may recommend a rate which is higher than entry level in cases where applicants are deemed to have qualifications sufficiently higher than are required for the minimum range for the position; or when candidates who possess minimum qualifications are not available at entry salary; or rate below entrance level if an applicant fails to meet the minimum qualifications and there are no other candidates available who possess the minimum qualifications.
- b. Exceptions: Exceptions to the above rule are as follows:
 - (1) Uncertified Police Officers: Uncertified police officers (trainees) shall be appointed a salary 10% (2 grades) below the minimum salary assigned to the class for certified police officers (Senior Police Officer). They shall advance to the minimum step assigned to the class for certified police officers upon successful completion of the basic Peace Officer Standards and Training Council (P.O.S.T.) certification program.
 - (2) Uncertified Fire Personnel: Uncertified, entry fire personnel shall be appointed at a salary 10% (2 grades) below the minimum salary assigned to certified fire personnel. They may be advance to the minimum step assigned, upon completing the certification by the State of Georgia.

SECTION 4. SALARY ADJUSTMENTS

- a. Change in Ranges: Whenever a different range of salaries is assigned to a class position, the employees in that class on the effective date of the adjustment may be adjusted as follows:
 - (1) Employees in classes moved upward and who are in the first step of their range may move to the first step of the new range.
 - (2) Employees in classes moved downward and whose present salary does not exceed the maximum of the new range may be moved to the step of the new range which represents the same salary.
 - (3) Employees in classes moved downward and whose present salary exceeds the maximum of the new range may retain that salary but shall not be eligible for future increases or other salary adjustments until their salary falls within the designated salary range of their classification.
- b. Promotions between Grades: If an employee is promoted one (1) grade, the increase will be to the minimum step in the new salary range, or up to 5%, than the previous salary. If promotion is to a position which is two (2) or more grades higher, the employee shall receive the minimum salary of the new salary range, or up to 10%, of the employee's

previous salary. The salary increase shall not exceed the maximum step of the range of the class to which the employee is promoted.

- c. **Salary on Demotions:** An employee who is demoted shall have their salary reduced to a step in the lower class that is at least a difference of two steps (5%) in the former class. An employee who is demoted through no fault of the employee, as a result of the reallocation of this position to a lower class, and their current salary is above the maximum of the lower class, shall retain their current salary. As long as they remain in the lower class they shall not receive salary advancements or cost of living increases as long as their salary is above the maximum of the range for that class.
- d. **Minimum Salary Level:** Employees shall not have their salaries reduced to a point below the minimum of the salary range assigned to the class of positions occupied.
- e. **Reduction of Funding:** Any reduction or shortage of city funds requiring a general reduction in pay or benefits shall apply to all employees.
- f. **Transfers:** An employee who is transferred to the same class of positions or to another class of positions having the same pay range shall be paid the same salary that they received prior to transfer.
- g. **Reclassifications:** Employees whose positions are reclassified and allocated to a higher pay range shall have their salaries raised to the minimum step of the new salary range which will provide an increase over the salary received prior to reclassification. An employee whose position is reclassified and allocated to a lower pay range shall retain their current salary. If their current salary is above the maximum range of that class, they shall not receive any increases in pay as long as their salary is above the maximum of the range of the lower class.
- h. **Temporary Increases for Additional Duties:** An employee who is asked to assume additional work duties, for example, due to staff shortage, may be entitled to a temporary pay increase if such additional duties are performed for more than 30 days. All temporary pay increases must be approved, in writing, by the Department Director and the City Manager. If approved, the employee will receive a 10% increase in pay beginning on the 31st day following the employee's continued performance of the additional duties and retroactive to the first day the employee assumed the additional duties. Temporary increases are approved at the discretion of the Department Director and City Manager and will be based, in part, on the amount and type of additional duties assumed. Temporary pay increases will cease when the employee no longer performs the additional duties, and the employee will receive his or her regular salary as in effect prior to the assumption of additional duties.

SECTION 5. SALARY INCREASES

All salary increases shall be based upon merit factors including the employee's quality and quantity of work, as documented by an annual performance appraisal and other relevant ratings which are recorded in employee's file. Salary adjustments shall correspond to the approved salary range for the employee's class of positions. All salary increase considerations shall occur at fixed times during the term of employment as specified below:

- a. Merit Increase Review - An employee shall be considered for a salary adjustment of zero percent (0%) - five percent (5%) annually. Annual salary increases will be based on a favorable performance evaluation report, (i.e., an overall average rating of at least 3) pursuant to the criteria set forth in Rule VIII as contained herein. Merit Increases are not automatically awarded each year. Employees who receive an overall average rating of at least 3 on their annual performance evaluation may be eligible for a salary increase not to exceed five percent (5%). An increase may be denied for unsatisfactory performance.
- b. Merit Increases - Merit Increases will be considered annually by the Mayor and City Council.
- c. Effective Date of Merit Increases: Increases will be effective the first payroll period following the passage of one (1) year.
- d. Maximum Increases: No employee's salary shall be increased to a point above the maximum rate of pay applicable to the class of the employee's position. Effective as of the date these rules and regulations are adopted, any employee whose rate of pay exceeds the maximum set for their class shall be frozen and considered ineligible for any salary adjustment or advancement.

SECTION 6. HOLIDAY PAY

- a. Full-time Employees: All full-time employees shall be paid at an equivalent rate of 1/5 of their weekly hours scheduled for work, without overtime considerations, for each legal holiday established by the Mayor and Council.
- b. Part-time Employees: All part-time employees shall be paid a pro-rated amount based on the number of workday hours normally worked.
- c. Temporary Employees: Temporary employees, whether part time or full time, are not eligible for holiday pay.

- d. Disqualification from Holiday Pay: Any employee absent on their normally scheduled working day before or after a holiday shall not be paid for the holiday unless such absence is approved by the department head.
- e. Holiday Pay When Holiday is Worked: Employees required to work on a holiday shall be paid for the actual hours worked on the holiday plus the regular day's pay.
- f. Fire Personnel — (24-hour shift employee) receives 10.6 hours Holiday Pay per holiday.
- g. Police Personnel — (12-hour shift employee) receives 8.5 hours Holiday Pay per holiday.

SECTION 7. BUDGET

Each year, as part of the budget process, department heads shall include in their budget an amount which they project will be needed to pay for the current year's merit pay increases. The Appointing Authority shall set a maximum effect on payroll percentage that each department may use in determining the amount needed for merit increases. The department heads shall be limited only by the following in granting merit pay increases:

- a. The guidelines described in Rule II, Section 5;
- b. The total salary line appropriation for the budget year;
- c. The effect of the increase upon the maximum payroll level establishes set by the Appointing Authority; and
- d. Availability of funds as defined by the approved City Budget.

SECTION 8. MAINTENANCE OF COMPENSATION PLAN

The Personnel Director shall cause the Pay Plan to be examined annually for the purpose of revision, and on the basis of conclusions reached through this examination, make recommendations for amendments of the Pay Plan to the Appointing Authority. All revisions to the existing Pay Plan must be approved by the Mayor and Council.

SECTION 9. WORKERS COMPENSATION - SUPPLEMENTAL SALARY/BENEFITS

The following regulations govern the payment of supplemental salary and selected benefits to employees eligible for State Workers' Compensation Insurance payments:

- a. Less Than Three Years: Working Test Employees and Career Service Employees who have less than three (3) years' service with the City shall not receive supplemental salary benefits.

They shall be entitled only to Workers Compensation Insurance Benefits as required by law. During any leave due to a disability for which the employee for which the employee is receiving Workers Compensation Insurance Benefits from the City or its Insurance Carrier, the City will continue to pay the employee's Group Health/Life Insurance premiums (for the employee only) for a period which will not exceed sixty (60) days. After sixty (60) days the City will make only such payments as are required under the federal Family and Medical Leave Act.

At the discretion of the Department Head, he/she may allow an employee to utilize unavailable sick leave to cover the first week on Workers Compensation. This time will be subtracted when the employee receives time on the book.

b. Three Years or More: Career Service Employees who have over three (3) years' service shall be entitled to receive supplemental salary payments and to the continuation of selected benefits as provided below and in accordance with their length of service with the City.

(1) Career employees with 3 to 7 years' service

(a) Fully Salary paid by the City for the first seven (7) days of absence due to on-the-job injury.

(b) Supplemental pay at a rate to insure 100% of salary for a period not to exceed six (6) weeks.

(c) Group Health/Life Insurance premiums will be paid by the City (employee only) for a period of five (5) months.

(d) Employees in this category shall be eligible for Worker's Compensation payments only for the period of absence which exceeds the provisions set forth above.

(2) Career employees with more than 7 years' service

(a) Fully Salary paid by the City for the first seven (7) days of absence due to the on-the-job injury.

(b) Supplemental pay after the seventh day at a rate which will insure 100% of salary for a period not to exceed eight (8) weeks.

(c) Group Health/Life Insurance premiums will be paid by the City (employee only) for a period of six (6) months.

(d) Employees in this category shall be eligible for Worker's Compensation payments only for any period of absence which exceeds the provisions set forth in b.(2)(b) above.

c. Other Provisions – Any employee who has accrued sick leave or annual leave may use such leave following the exhaustion of any supplemental salary provisions set forth herein. In those cases where sick or annual leave time is taken in weekly amounts equal to the normal full-time work week of the employee, all benefits for which the employee may be eligible will continue.

All benefits in all cases shall cease upon termination of the Worker's Compensation supplemental payments, including Police and Fire Retirement, unless the employee utilizes accrued sick or vacation leave as provide for herein or unless the employee directly pays for the benefit costs for continuation of such benefits.

SECTION 10. OVERTIME COMPENSATION

Overtime is work beyond the normal hours of any scheduled work week as authorized by the department head, subject to the approval of the Appointing Authority/City Manager. Compensation for overtime will be in accordance with the provisions of the Fair Labor Standards Act (FLSA). Overtime may be required as a condition of employment.

a. Definitions:

(1) Non-Exempt Associates (Hourly) – Are eligible for overtime pay under the FLSA when they work more than 40 hours in a workweek.

(2) Exempt Associates (Salaried) – Are typically managers, professional, administrative or technical staff members who are exempt from the overtime provisions of the FLSA. Exempt employees hold jobs in which the duties meet the criteria established by the Wage and Hour Division of the U.S. Department of Labor and any applicable state laws.

b. Authorization: Non-exempt employees may not perform overtime work without the prior knowledge and authorization of their respective Department Heads. While employees will be paid all overtime compensation to which they are entitled under the FLSA, an employee's breach of this policy by working unauthorized overtime may result in employee discipline.

c. Time Reporting: Non-exempt employees must accurately report all hours they actually work. Under no circumstances may a non-exempt employee "donate" work time to the City by failing to report their actual working time or working "off-the-clock." Falsifying time records by claiming time as worked that has not been worked, or by failing to report all hours actually worked will be considered a serious offense that may result in

termination. Exempt employees will receive their normal salary for any work period, regardless of the number of hours worked.

- d. **Rate of Pay:** Overtime payment for non-exempt employees shall be calculated based upon the employee's regular rate of pay. The "regular rate" of pay shall include any incentive bonuses or shift premiums which the employee receives. The overtime rate shall be 150% of the employee's regular rate of pay.
- e. **Non-working Time:** Employees shall not be compensated for time they do not work except for holidays, vacations, or paid leaves, without the approval of the Appointing Authority/City Manager. If, because of circumstances beyond the employee's control, such as an act of God, blizzard, flood, hurricane, or tornado, general area-wide power failure, City-equipment breakdown, an employee is required to be absent from duty, the employee may be paid, but only with the approval of the Appointing Authority/City Manager. However, when an employee's position requires the employee to remain at a facility, this time shall be fully compensable. None of the above shall prohibit a career status employee from using accumulated leave instead of being excused without pay.
- f. **Recalled Employees:** Employees who are recalled to work in an emergency situation on a holiday shall be paid their regular rate of pay for all hours that they work, plus an additional eight (8) hours pay for the observed holiday. If the employee customarily works more than eight (8) hours per day, the additional holiday pay shall equal the number of hours the employee is customarily scheduled to work times the employee's regular rate of pay.
- g. **On-Call Employees:** Employees who remain on-call and are subject to recall duty during their non-working hours shall be compensated on the basis of 150% of their base rate of pay for every hour of actual work they performed as result of an official call-out.

RULE IX

ATTENDANCE AND LEAVE

SECTION 1. WORK HOURS

For non-public safety (*i.e.*, Police and Fire Department) employees, the minimum work week for covered employees will be forty (40) hours in a seven (7) day work period. Because of the differences in staffing and job requirements among departments, the required number of hours and days within a designated work period may vary from job-to-job and from department-to-department. Overtime may be required as a condition of employment.

SECTION 2. OVERTIME

- a.** Entitlement: Non-exempt employees, other than public safety employees, whose work period is seven days will be paid at the rate of one and one-half the normal rate for all hours worked over forty (40) hours per seven (7) day period.
- b.** Police and Fire Officers: The Police and Fire Departments will establish work periods and overtime policies separately for their employees as a part of each respective Department's operating policies.
- c.** Authorization: Non-exempt employees may not perform overtime work without the prior knowledge and authorization of their respective Department Heads. Breach of this policy may result in employee discipline. Employees will be paid for all overtime worked, in accord with the federal Fair Labor Standards Act.
- d.** Time Reporting: Non-exempt employees must report all hours actually worked and under no circumstances may a non-exempt employee "donate" work time to the City. Exempt employees will receive their normal salary for any work period, regardless of the number of hours worked.

SECTION 3. COMPENSATION FOR WORKING OVERTIME

Overtime compensation shall be made in accordance with the following rules:

- a.** De Minimus Amounts: Overtime shall be accrued and compensated only when it exceeds 15 minutes in a 40 hour pay period. When the employee works less than 7 1/2 minutes of overtime, no overtime is credited. For periods in excess of 7 1/2 minutes, 15 minutes overtime is credited. Non-exempt employees will not be paid for time they do not work.

- b. Regular Rate: Overtime payment for non-exempt employees shall be calculated Rule IX, Section 2 based upon the employee's regular rate of pay. The "regular rate" of pay shall include any incentive bonuses or shift premiums which the employee receives.
- c. On-Call Employees: Employees who remain on call and are subject to recall duty during their non-working hours shall be compensated on the basis of one and one-half times the base rate of pay for every hour of actual work performed as result of an official call-out.
- d. Recalled Employees: Employees recalled to work in an emergency situation on a holiday shall be paid their regular rate of pay for all hours they work, plus an additional eight (8) hours pay for the observed holiday. If the employee customarily works more than eight (8) hours per day, the additional holiday pay shall equal the number of hours the employee is customarily scheduled to work times the employee's regular rate of pay.
- e. Non-working Time: Employees shall not be compensated for time they do not work except for holidays, vacations, or paid leaves, except with the approval of the appointing authority. If, because of circumstances beyond the employee's control, such an act of God, blizzard, flood, hurricane, or tornado, general area-wide power failure, city-equipment breakdown, an employee is required to be absent from duty, the employee may be paid, but only with the approval of the appointing authority. However, when an employee's position requires the employee to remain at a facility, this time shall be fully compensable. None of the above shall prohibit a carder status employee from using = accumulated leave instead of being excused without pay.

SECTION 4. COMPENSATORY TIME

No employee hired on or after **04/04/2022**, will be eligible for compensatory time. Effective **04/04/2022** all previously accrued compensatory time hours will remain in the compensatory time accrual balance; thereafter, no new hours may be added to an employee's compensatory time accrual balance.

Employees are responsible for managing their compensatory time hours in accordance with the above schedule and employees must exhaust all compensatory time hours before using accrued leave.

SECTION 5. OUTSIDE EMPLOYMENT

No employee may engage in any paid employment in addition to his or her employment with the city which interferes with efficient performance of his or her duties, which presents a conflict of interest. Every regular full-time employee seeking to work a second job will be required to report this fact to, and obtain the approval of, the Department Head in writing before accepting outside employment. Such approval may be withdrawn at any time without prior notice to the employee. Police Department employees working for employers other than the City of Forest Park

must comply with departmental regulations for obtaining approval for such employment. Such Police Department employees will not be entitled to overtime pay *where* they are working for private companies in the City of Forest Park, even if they are performing police-type duties for employers within the City of Forest Park, and even where they continue wearing a Forest Park Police uniform.

SECTION 6. HOLIDAYS

- a. Designated Holidays: The following are the official holidays that will be observed:

New Year's Day (January 1);
 Martin Luther King, Jr. Day (third Monday in January);
 National Memorial Day (last Monday in May);
 Juneteenth (June 19)
 Independence Day (July 4);
 Labor Day (first Monday in September);
 Thanksgiving Day (fourth Thursday in November);
 Friday following Thanksgiving Day;
 Christmas Eve Day (December 24);
 Christmas Day (December 25);
 Personal Day (designated by employee with prior supervisory approval)*

Other holidays may be declared by the Mayor and Council at their discretion.

- a. Eligibility: Only employees who have successfully completed their initial appointment working test period are eligible to request a personal holiday. If an employee becomes eligible for a personal holiday after December 15, the employee may carry forward the personal holiday provided that the employee's request to schedule the Personal Day was denied due to departmental scheduling needs. However, the personal holiday must be taken before January 20 of the following calendar year.

SECTION 7. OBSERVATION OF HOLIDAYS

- a. Holidays Worked: Employees may be scheduled to work during the above holidays. Those employees who are scheduled to work will receive pay for the time worked plus one full day's wages to compensate them for their lost holiday.
- b. Weekend Holidays: If a holiday falls on Saturday, it will generally be observed on the preceding Friday. If the holiday falls on a Sunday, it will generally be observed on the following Monday.

SECTION 8. TYPES OF LEAVE

The City of Forest Park recognizes seven (7) types of leave which are available to employees. They include Annual Leave, Sick Leave, Family and Medical Leave, Military Leave, Court Leave, Bereavement Leave, and Administrative Leave-of-Absence.

SECTION 9. ELIGIBILITY DATE

- a. Completion of Working Test: An employee is not eligible to take annual leave, or sick leave, until the Employee has completed the working test period. After the employee has successfully completed the working test period, the employee will have accrued six (6) days of annual leave and six (6) days of sick leave.
- b. Annual and FMLA Leave: An employee's eligibility for and accrual of annual and Family and Medical leave is calculated from the first day of the employee's initial appointment in a covered position.
- c. Adjustment of Anniversary Date: If the employee takes a leave-of-absence (other than for Military Leave or Family and Medical Leave), the employee's anniversary date for calculating accrual and eligibility will be moved forward by as many calendar weeks as the employee was on leave-of-absence.

SECTION 10. ANNUAL LEAVE

- a. Definition: Annual leave is leave that is earned and to be used for vacations, personal business activities, and other personal activities requiring the employee to be absent from work.
- b. Approval: Accrual of annual leave is an earned right. Taking annual leave is a privilege for which the employee must obtain approval from their Department Head.
 - (1) Eligibility: All covered employees, both career and working test, shall accrue annual leave from the date of employment in a covered position. However, employees serving a working test period on an initial appointment shall not be permitted to take annual leave until successful completion of the initial appointment working test period.
 - (2) Temporary and Emergency Employees: Temporary and emergency employees shall not accrue annual leave.
 - (3) Accumulation Rate: The rate which annual leave accrues is in accord with the length of time an employee has worked for the City. Annual leave accrues at an hourly rate specified below in accordance with the number of hours constituting a normal workday for the employee.

- (a) 6 months - 9 years' service: One equivalent day for each calendar month of service which equals a total of twelve (12) equivalent days per year, maximum accumulation 30 days.
 - (b) 10 - 19 years' service: One and one-quarter days for each calendar month of service up to fifteen (15) equivalent days per year; maximum accumulation 33 days.
 - (c) 20 plus years' service: One and two-thirds days for each calendar month of service up to twenty (20) equivalent days per year; maximum accumulation 38 days.
- c. Accrual by Employees on Leave: No annual leave shall accrue while an employee is on leave without pay, nor during any suspensions. (FMLA accruals see Rule IX, Section 13.6 Medical and other benefits, paragraph 4.). For purposes of determining the date upon which an employee will become eligible for a higher annual accrual rate, an employee's time which an employee is on Military Leave or Family and Medical Leave will be counted as if the employee had worked.
- d. Maximum Accumulation: No employee may accrue more than the maximum accumulation for their years of service. Any annual leave earned but not taken after an employee has accumulated the maximum days of unused annual leave shall become forfeited on the first day of the next calendar year.
- e. Request Procedure: A request for annual leave must be submitted to the employee's immediate supervisor. Annual leave may be taken only after approval by the appropriate Department Head so that, insofar as practicable, the department will be able to meet its operating needs without hiring additional temporary help. Annual leave shall be authorized in units of hours only.
- f. Payment for Unused Leave: Upon separation, the employee will be paid for all accumulated and unused annual leave.
- g. Denial of Annual Leave: If any employee applies to take, but is denied permission to annual leave, and such denial will result in accumulation of unused annual leave in excess of their maximum accumulation days as of December 31, the employee shall be allowed to carry forward the amount of excess accumulated annual leave which will not exceed the number of leave days which were previously denied.

SECTION 11. SICK LEAVE

The City of Forest Park has amended the Sick Leave Policy to include the newly enacted Kin-Care Law. Please take a moment to read section 11: a-b. If you need assistance in this area, please contact your supervisor.

- a. Purpose: The City provides sick leave to employees to encourage and enable employees to recover from a bona fide illness or injury which prevents the employee from working, and to enable employees to obtain medical or dental care for themselves, for medical examinations.. Sick leave ensures that employees will not suffer the loss of pay in order to take care of such personal needs which would interfere with their abilities to perform their duties. Sick leave is not and should not be utilized as a form of additional vacation benefits.
- b. Kin-Care Law:
 - (1) “Employees” (as defined in O.C.G.A 34-1-10(a)(1)) who have accrued paid sick leave time may use up to five (5) days of such accrued paid sick leave per year for the purpose of caring for an immediate family member (as defined in O.C.G.A. 34-1-10(A)(4)) to care for an employee’s child (including a son-in-law or daughter-in-law), spouse, grandchild, grandparent, or parent or any dependents as shown in the employee’s most recent tax return. Such leave shall be designated as “Kin-Care Leave.” Kin-Care Leave shall not increase the total amount of paid sick leave to which an employee is entitled. The term “sick leave” shall not include paid short-term or long-term disability leave.
 - (2) No employee shall be entitled to use more paid sick leave than the employee has accrued. Any employee who uses such “Kin-Care Leave” shall comply with the terms of the City’s employee sick leave policy.
 - (3) As a condition of taking “Kin-Care Leave” an employee may be required to provide a statement from a physician attesting to the immediate family member’s need for such care, provided that no employee shall be required to identify the immediate family member’s medical or health condition that necessitated the “Kin-Care Leave.”
- c. Eligibility: All covered employees, both career and working test, begin to accrue sick leave from the date they first start working in a covered position.
- d. Accumulation Rate: Sick leave accrues in accordance with the number of hours which constitutes the employee's normal workday. For twelve (12) hour per day employees, employees will be paid for twelve (12) hours of sick leave for each sick leave day accrued. Sick leave accrues at the rate of one (1) day for each calendar month of service up to a total of twelve (12) sick leave days per year.
- e. Maximum Accumulation: There is no limit to the number of accrued sick leave days.
- f. Required Use: Employees may be required to use sick leave benefits when taking Family and Medical Leave.

- g. Annual Sick Leave Sell-Back Incentive: Employees whose sick leave accruals exceed ninety-six (96) days may choose to allow all or a part of the excess sick leave to be assigned to the catastrophic sick leave bank or may sell back up to twenty percent (20%) of their unused accrued sick leave balance for the current year at their current hourly rate of pay. The sell-back incentive shall be based on annual accruals and sick leave balances as reflected by the City's payroll records.
- h. Eligibility for Sick Leave Sell-Back Incentive: Employees whose sick leave accruals total less than ninety (90) days may be eligible for the sick leave sell-back incentive as described above, after they have accumulated at least twenty-four (24) days of sick leave. However, no employee may sell back sick leave where the result would leave a balance of accrued sick leave which is less than twelve (12) days.
- i. Sick Leave Sell-Back Incentive Period: The calendar period for which an employee must exercise the sick leave sell-back rights begins on October 1 and terminates on September 30. Employees must notify the City of their choice whether to exercise sick leave sell-back incentive payment rights on the form provided by the Human Resources Director, not later than November 15. All sick leave incentive bonuses will be paid not later than the second payroll period in December. Employees who are eligible for the sick leave sell-back incentive program, but who elect not to receive payment, shall have their sick leave accumulation reserved in accordance with the provisions set forth above.
- j. Reporting: An employee wishing to have an absence covered by sick leave must report the need for such absence prior to his or her scheduled work time, if possible. If it is not possible to report the absence before the employee's scheduled starting time, the employee shall ensure that his or her absence is reported not later than one (1) hour after the scheduled time for the employee to begin work. Notwithstanding the foregoing, a Department may set more stringent reporting standards for its employees. The report shall be made to the employee's supervisor.
- k. Approval: Use of sick leave requires the approval of the Department Head. Failure to report sick leave within twenty-four (24) hours of an absence shall result in denial of sick leave with pay for the period of the employee's absence.
- l. Physician's Certificate: A medical statement signed by a licensed physician may be required to substantiate sick leave for:
 - (1) Absence of three (3) or more consecutive workdays.
 - (2) At any time when the Department Head concludes that the employee's history of absence includes frequent or habitual recurrences which suggest that the employee is abusing the sick leave privilege and using sick leave for additional vacation or personal time off unrelated to the employee's health needs.

(3) To support the use of unscheduled annual leave when sick leave has been exhausted.

(4) For Family and Medical Leave applications.

m. Forfeiture of Sick Leave: An employee who leaves the career service with less than ten (10) years of service, shall forfeit all unused sick leave and the employee shall not be entitled to be paid for unused sick leave.

n. Sick Leave Conversion upon Separation: Employees who voluntarily leave the career service after ten (10) or more years of service shall be eligible for payment of 20% of their accrued and unused sick leave up to a total of 60 equivalent days at their normal rate of pay. Example: sick leave balance x 20%, but no more than 60 equivalent days; 40 hr employee 60 days = 480 hrs; 53 hr employee 60 days = 640 hrs; 42.75 employee 60 days = 513 hrs.

SECTION 12. ANNUAL AND SICK LEAVE ACCRUAL

a. Annual Leave and sick Leave Accrual Generally: Annual and Sick Leave shall be accrued and taken on an hour-for-hour basis, with the exception of Fire Department shift personnel. Accrual rate for a "single day" shall vary in accordance with the number of hours which constitutes a normal workday for the employee as set forth in the examples below:

(1) General Employees: 40hr. wk./8 hr. day/2080 hr. yearly base (base monthly accrual rate is 8 hrs./month).

(2) Police (Shift): 42.75 hr. wk. */12 hr. day / 2223 hr. yearly base (base monthly accrual rate is 8.55 hrs./month).

(3) Police (Admin.): 42.75 hr. wk. */8.55 hr. day / 2223 hr. yearly base (base monthly accrual rate is 8.55 hrs./month).

(4) Fire (Shift): 53 hr. wk. *124 hr. shift/10.60 day/2756 hr. yearly based (base monthly accrual rate is 12 hrs./month).

b. Applicable Accrual Rate: No employee shall accrue annual or sick leave at a rate other than that applicable to the designated daily work schedule category to which they are assigned. (*Note: Weekly hour examples are averages for the current designated work cycles as adopted under the Section 7 (K) of the FLSA, option).

c. Annual Leave and Sick Leave Conversion/Transfer: Any employee who transfers from one daily work schedule category to another on a permanent basis shall have their Annual Leave and accrued Sick Leave "days" converted to the applicable hourly base of the category to which they are transferred. The conversion shall apply in all cases without regard to any increase or decrease in hours to ensure that all "days" accrued are maintained to preclude any inequitable gain or loss to the employee.

SECTION 13. FAMILY AND MEDICAL LEAVES OF ABSENCE ('FMLA')

The City of Forest Park, pursuant to the federal Family and Medical Leave Act of 1993 (FMLA) as amended, provides eligible employees with unpaid leave to care for certain conditions. There are two types of leave available. These include the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlement (Military Family Leave) described in this policy.

For all questions, please contact the Human Resources Director. If an employee is going to be out less than 5 days, the event will not be considered FMLA (this will in no way be considered as intermitted leave for the same event).

a. Eligibility for FMLA Leave

Employees are eligible for FMLA leave if they:

- (1) Have worked for the City of Forest Park for at least 12 months;
- (2) Have worked at least 1,250 hours for the City of Forest Park during the 12 calendar months immediately preceding the request for leave; and
- (3) The 12 months of service need not be consecutive. Employment before a break in service of 7 years or more will not be counted, unless the break in service was caused by the employee's active duty with the National Guard or reserve, or there was a written agreement that the employer intended to rehire the employee after the break in service.

b. Basic FMLA Leave

Employees who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- (1) To care for the employee's son or daughter during the first 12 months following birth;
- (2) To care for a child during the first 12 months following placement with the employee for adoption or foster care;
- (3) To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition;
- (4) For incapacity due to the employee's pregnancy, prenatal medical or childbirth; or

(5) Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his or her position.

(6) Married couples: In cases where a married couple is employed by the City of Forest Park, the two spouses together may take a combined total of 12 weeks leave during any 12-month period for reasons 1 and 2, or to care for the same individual pursuant to reason 3.

c. Military Family Leave:

There are two types of Military Family Leave available:

(1) *Qualifying exigency leave.* Employees meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on covered active duty (or has been notified of an impending call or order to covered active duty) in the armed forces.

(2) “*Covered active duty*” means duty during deployment with the armed forces to a foreign country (for a member of a regular component of the armed forces); or duty during deployment with the armed forces to a foreign country under a call or order to active duty (for a member of a reserve component of the armed forces).

Qualifying exigencies may include:

- Short-notice deployment (up to 7 days of leave)
- Attending certain military events
- Arranging for alternative childcare
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 5 days of *leave*)
- Attending certain counseling sessions
- Attending post-deployment *activities* (available for up to 90 days after the termination of the covered service members covered active-duty status)

- Other *activities arising* out of the service member's covered active duty or call to *active* duty and agreed upon by the City of Forest Park and the employee.

(3) *Leave to care for a covered service member.* There is also a special *leave* entitlement that permits employees who meet the eligibility requirements for FMLA *leave* to take up to 26 weeks of leave, during any single 12-month period if the employee is, the spouse, son, daughter, parent, or next of kin caring for a covered military service member or *veteran recovering* from an injury or illness.

A "*covered service member*" is:

- (1) A member of the armed forces (including, a member of the National Guard or reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
- (2) A veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the armed forces (including a member of the National Guard or reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A "*serious injury or illness*" means:

- (1) For a member of the armed forces (including a member of the National Guard or reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the armed forces (or that existed before the beginning of the member's active duty *and* was aggravated by *service in* line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; *or*,
- (2) For a *veteran* who was a *covered* service member of the armed forces (including a member of the national *Guard* or reserves), an injury or illness that was incurred by the member in the line of duty on active duty in the armed forces (or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member become a veteran.
- (3) When both husband and wife work for the City of Forest Park, the aggregate amount of leave that can *be* taken by the husband and wife to care for a covered service member is 26 weeks in a single 12 month period.

d. Use of Leave

(1) *An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt employee's Department's operations. Intermittent leave may only be taken in blocks of time that are a minimum of 4 hours.*

(2) *Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.*

e. Pay, Benefits, and Protections During FMLA Leave

(1) *Leave is unpaid.* Family medical leave is unpaid leave (although employees may be eligible for short- or long-term disability payments and/or workers' compensation benefits *under those insurance plans*) if leave is taken because of an employee's own serious health condition.

(2) *Substitution of paid time off for unpaid leave.*

- If an employee has accumulated accrued paid leave, the City of Forest Park will require the employee to substitute accrued paid FMLA leave for unpaid FMLA leave, including use of any vacation time, sick leave (sick leave can only be used for employee's bona fide illness or injury), or compensatory leave time that the employee may have accrued. In this case, the employee will be paid during the FMLA leave until all accrued paid time has been exhausted.
- If an employee requests leave because of birth, adoption, or foster care placement of child, any accrued paid time off first will be substituted for unpaid family medical leave.
- If an employee requests leave because of the employee's own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid time off (vacation, personal leave, compensatory leave) first will be substituted for any unpaid family/medical leave.
- The substitution of paid leave time for unpaid leave does not extend the 12-week leave period. Furthermore, in no case can the substitution of paid leave time for unpaid leave result in the receipt of more than 100 percent of an employee's salary. An employee's Family Medical Leave runs concurrently with other types of leave (*e.g.*, paid vacation).

- For leave taken for a qualifying exigency, an employee may elect or the City will require substitution of paid personal, vacation, or family leave time for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.
- For leave to care for a seriously injured or ill family member in the military, an employee will substitute paid personal, vacation, family leave, or medical leave time for unpaid FMLA leave. The same rules apply as if the employee took leave for his or her own serious health condition. The City will not provide paid sick leave in any situation in which the employee is not normally entitled to receive. (In accord with Personnel Rule IX, Section 11).

f. Medical and other benefits.

- (1) *During* an approved Family Medical Leave, the City of Forest Park will maintain the employee's health benefits as if the employee continued to be actively employed. If paid *leave* is substituted for unpaid Family Medical Leave, the City of Forest Park will deduct the employee's portion of the health plan premium as a regular payroll deduction. If leave is unpaid, the employee must pay his or her portion of the premium through a check made payable to the City of Forest Park delivered to the City's Human Resources Department.
- (2) An *employee's* healthcare coverage will cease if the employee's premium payment is more than 30 days late. If the payment is more than 15 days late, the City of Forest Park will send the employee a letter to this effect. If the City of Forest Park does not receive the co-payment within 15 days after the date of that letter; the employee's coverage may cease. If the employee elects not to return to work for at least 30 calendar days at the end of the *leave* period, the employee will be required to reimburse the City of Forest Park for the cost of the premiums paid by the City of Forest Park for *maintaining* coverage during the unpaid leave, unless the employee cannot return to work because of a serious health condition or other circumstances beyond the employee's control.
- (3) During FMLA leave, the City will maintain the employee's health coverage under its "group health plan" on the same terms as if the employee had continued to work. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's leave.
- (4) While an employee is taking FMLA-covered leave, the employee will continue to accrue paid time off (including vacation and sick leave) at the same rate and in the same manner that the employee was accumulating such paid time off prior to taking FMLA-covered leave. As long as the employee is being paid

from his/her accrued leave. If an employee is on unpaid FMLA leave he/she would not accrue annual leave or sick leave during this period of time. If an employee is using unpaid FMLA on an intermittent basis, leave accruals will only calculate on that portion of the pay period. Questions regarding the calculations of leave accruals should be directed to the Human Resources Department.

g. Return to job at end of FMLA leave.

Upon return from FMLA leave, eligible employees will be restored to their or equivalent pay, benefits, and other employment terms.

h. Employee Responsibilities when Requesting FMLA Leave.

(1) If the *need* to use FMLA leave is foreseeable, the employee must *give* the City of Forest Park *at least 30 days'* prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extraordinary circumstances). Failure to provide such notice may be grounds for delaying the start of the FMLA leave.

(2) Whenever possible, employee should notify their Department Head of their need for FMLA then to the City of Forest Park Human Resources Department using the Request for Family/Medical Leave form available from the Departments and Human Resources.

(3) If the need for leave is not foreseeable, employees are required to provide as much notice as soon as practicable under the facts of the particular case. An employee requiring unforeseeable leave *must* be absent due to extraordinary circumstances. The employee is required to call his or her direct supervisor and provide sufficient information regarding the need for leave to support a request for FMLA leave. It generally should be practicable for the employee to provide notice of leave within one business day.

(4) When submitting a request for leave, the employee must provide sufficient information for the City of Forest Park to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Calling in "sick" is not sufficient. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave.

(5) Employees also must inform the City of Forest Park if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also will be required to provide a certification and periodic recertification supporting the need for leave.

i. Management Responsibilities:

(1) When an employee requests leave, the City of Forest Park Human Resources Department will inform the employee and department whether he or she is eligible under the FMLA. If the employee is eligible for FMLA leave, the employee will be given a written notice that includes details on any additional information he or she will be required to provide.

(2) If the employee is not eligible under the FMLA, the City of Forest Park Human Resources Department will provide the employee and department with a written notice indicating the reason for ineligibility. If leave will be designated as FMLA-protected, the City of Forest Park will inform the employee and department in writing and provide information on the amount of leave that will be counted against the employee's 12 or 26 week entitlement.

j. Medical Certification:

(1) If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Employees may obtain Medical Certification forms from their department or the Human Resources Department.

(2) When the employee requests leave, the City of Forest Park will notify the employee of the requirement for medical certification and when it is due (no more than 15 days after leave is requested). If the employee provides at least 30 days' notice of medical leave, he or she should also provide the medical certification before leave begins.

(3) Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The City of Forest Park, at its expense, may require an examination by a second healthcare provider designated by the City of Forest Park, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical certification, the City of Forest Park, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion.

(4) The City of Forest Park may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extraordinary circumstances, may result in the delay of further leave until it is provided.

(5) Employees may also be required to provide a fitness-for-duty certification upon return to work, or during intermittent leave, as required.

k. Reporting While on Leave.

If an employee takes leave because of the employee's own serious health condition or to care for a covered relation, the employee must contact their Department on the first and third Tuesday of month regarding the status of the condition and his or her intention to return to work. In addition, the employee must give notice as soon as practicable (within 2 business days, if feasible), if the dates of the leave change, are extended, or were unknown initially.

l. Exemption for Highly Compensated Employees.

Highly compensated employees (i.e., highest-paid 10 percent of employees at the City) may not be returned to their former or equivalent position following a leave if restoration of employment will cause substantial and grievous economic injury to the City of Forest Park. This fact-specific determination will be made by the City of Forest Park on a case-by-case basis. The City of Forest Park will notify employees if they qualify as "highly compensated" employees if the City of Forest Park intends to deny reinstatement, and of employees' rights in such instances.

m. Intermittent and Reduced-Schedule leave.

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the City of Forest Park will reduce the employee's salary based on the amount of time actually worked, unless doing so would render an employee normally exempt from minimum wage and overtime entitlement non-exempt.

In addition, while an employee is on an intermittent or reduced-schedule leave, the City of Forest Park may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and that has equivalent pay and benefits.

n. Calculating the Leave Entitlement Year

(1) For purposes of calculating the amount of leave to which an employee is entitled, the City of Forest Park does *not* use a fixed calendar year. Rather it uses a "rolling" twelve consecutive-month period which is calculated by measuring

backwards from the date that the employee last used any FMLA leave. This period prevents employees from "stacking" two consecutive twelve-week leave periods beginning with the last three months of one calendar year and continuing to the first three calendar months of a succeeding calendar year.

(2) Each time the employee takes FMLA leave, the remaining balance in the employee's leave entitlement is equal to the portion of the 12-week leave entitlement that was not used in the immediately preceding 12 months. Thus, on each day of the year an eligible employee's FMLA leave entitlement is determined by the amount of leave she/he used in the 12 months before. As each new day is added, 1 day from 12 months ago is eliminated. If on that date 12 months before the employee took FMLA leave, 1 day of leave entitlement is created for the next 12 months.

SECTION 14. MILITARY LEAVE

- a.** Purpose: The City complies with all relevant state and federal laws concerning military leave. An employee requesting military leave must notify his/her department head and obtain approval from the department head and City Manager. Employees will be required to provide supporting documentation of the leave dates.
- b.** Reinstatement Procedure: Immediately upon release from active military duty the employee must inform the Department Head. The Department Head will schedule the employee to return to work as quickly as practicable.
- c.** Reinstatement Rights: Upon release from active military service, the employee is entitled to return to the same job, shift, work conditions and pay that the employee would have received had the employee not been called to active military duty.
- d.** Leave-Time Credited: The time the employee spends on military leave status shall be counted as if the employee worked for purposes of completion of working tests, pay raises, and rate of benefit accrual.
- e.** "Ordered Military Duty" means: Any military duty performed in the service of the state or of the United States including but not limited to attendance at any service school or schools conducted by the armed forces of the United States by a public officer or employee as a voluntary member of any force of the organized militia or of any reserve force or reserve component of the armed forces of the United States pursuant to orders issued by competent state and federal authority without the consent of such public officer or employee.

f. Pay: Public officer or employee shall be paid his or her salary or other, compensation as such public officer or employee for any and all periods of absence while engaged in the performance of ordered military duty and while going to and returning from such duty, not exceeding a total of 18 days in any one federal fiscal year and not exceeding 18 days in any one continuous period of absence. In the event the Governor declares an emergency and orders any public officer or employee to state active duty as a member of the National Guard, and such officer or employee, while performing such shall be paid his or her salary *or* other compensation as a public officer or employee for a period not exceeding 30 days in any one federal fiscal year and not exceeding 30 days in any one continuous period of such state active-duty service.

SECTION 15. COURT LEAVE

An employee called to serve as a juror will be granted leave of absence with pay. Employees subpoenaed to appear as witnesses for a party to a suit shall be compensated by the City only if the employee is being called as witness on behalf of the City.

SECTION 16. BEREAVEMENT LEAVE

An employee may take up to 24 working hours of bereavement leave at full pay for the death of an employee's immediate family member. Employees who work 24-hour shifts may take leave consisting of one 24-hour shift; employees who work 12-hour shifts may take leave consisting of two 12-hour shifts; and employees who work 8-hour shifts may take leave consisting of three 8-hour shifts. Employee must request bereavement leave by contacting their supervisor prior to the leave period. There is no accumulation of bereavement leave and no payment *upon* separation from city employment. **Immediate family members are defined below:

- a.** Spouse
- b.** Parent or Stepparent
- c.** Mother-in-law/Father-in-law
- d.** Child/Stepchild
- e.** Son-in-law/Daughter-in-law
- f.** Brother/Sister
- g.** Brother-in-law/Sister-in-law
- h.** Grandmother/Grandfather
- i.** Aunt/Uncle
- j.** Niece/Nephew

SECTION 17. LEAVE OF ABSENCE WITHOUT PAY

- a. Under Six Months: Only the Appointing Authority/City Manager may grant a career service employee an unpaid leave of absence for a period not to exceed six (6) months.
- b. More Than Six Months: Leave of absence without pay for a period exceeding six (6) months (but not more than one (1) year) may be granted only with the approval of the appointing authority.
- c. Conditions for Approval: In approving Leaves of Absence other than Military Leave of Absence or Family and Medical Leaves, all Department Heads will enforce the following conditions:
 - (1) Leave without pay shall be granted only when it will not adversely affect the efficient operation of the Department and the interests of efficient City services;
 - (2) An employee's failure to return to work at the scheduled time upon expiration of the approved leave shall be considered as job abandonment.
 - (3) An employee who has been granted leave of absence for reasons other than Family and Medical Leave, Jury Duty or Military Leave of Absence, and who wishes to return before the leave period has expired shall be required to provide their department head at least one (1) week advanced notice. Upon receipt of such written notice, the employee shall be scheduled to return to work;
 - (4) Employees shall not accrue additional sick or annual leave while employee is on leave of absence without pay.
 - (5) An employee shall return from leave without pay at the same salary grade as the employee had when the leave commenced unless these Rules provide otherwise.
 - (6) An employee who plans to accept part time or full-time employment with an employer other than the City while the employee is on an authorized leave of absence without pay must provide the Department Head notice in writing and must receive the Department Head's approval of such employment in writing before accepting other position. Upon such a request, the Department Head shall have the right to terminate the employee's Leave of Absence without pay and require the employee to return to work for the City.
 - (7) An employee returning from a leave of absence without pay shall be entitled to employment in the same department in the same or equivalent

class wherein the employee worked when the leave commenced only if such a position is available.

(8) Military or FMLA Leave Conditions: In approving military leaves of absence for Military Leave or Family and Medical Leave, the provisions of subparagraphs c (2) and (6) shall apply.

SECTION 17. WORKMEN'S COMPENSATION

An employee who is temporarily disabled because of an injury or illness sustained in the performance of their duties for the City may be covered by the provision of the State Worker's Compensation Act.

SECTION 18. TEMPORARY DISABILITIES NOT COVERED BY WORKMEN'S COMPENSATION INSURANCE OR FMLA

- a. A disabled employee who exhausts all accrued sick and annual leave may be placed on an unpaid leave of absence, depending on the duration of the absence and the City's need to fill the position.
- b. A doctor's certification will be required to determine the medical necessity for and the length of leave necessary.
- c. Employees requiring maternity leave or who have other temporarily disabling conditions associated with *pregnancy*, but who do not qualify for Family and Medical Leave will be treated as if their disability was for any other medical condition not covered by the Family and Medical Leave Act.

SECTION 19. VOLUNTARY LEAVE DONATION

The Voluntary Leave Donation Program is intended to provide a qualified employee who has exhausted all paid leave time a means of financial assistance through the contributions of sick leave accruals from fellow employees. The program serves as a bridge between paid leave and becoming eligible for the health and accident fund. An employee seeking to use donated leave must satisfy the following eligibility criteria to become a qualified employee:

- a. The employee must have completed his or her original probationary period and be a full-time employee at the time the leave is used.
- b. The employee must have exhausted all of their own accrued annual leave, sick leave, and all other leave available to them before requesting leave under the Voluntary Leave Donation Program.
- c. The employee wishing to receive donated leave must submit a form. If the

employee is physically unable to do so, a family member may submit the form on his or her behalf.

- (1) The department will review the request and forward it to Human Resources.
 - (2) Human Resources will provide a notification system in order to post notices within each department for the donated leave request.
 - (3) The notices will contain information as to the employee requesting leave and his or her expected return date.
 - (4) Human Resources will monitor the notification system and accept leave donations up to the expected return date.
- d. The employee must provide medical verification by obtaining a medical statement signed by a licensed physician that:
- (1) verifies and describes the incapacitating condition that requires the employee's absence; and
 - (2) provides the beginning date of treatment and the date the employee is expected to return to work.
- e. The employee must be suffering from an severe illness or severe injury. Minor illnesses and injuries are not covered under the Voluntary Leave Donation Program.
- (1) Severe illness or severe injury means a catastrophic medical condition that would require the employee's absence from work for an extended period of time and would result in a loss of income.

An employee wishing to donate leave must satisfy the following conditions:

- The employee must complete a donation form, which must specify who is to receive the donated hours and the number of hours to be donated.
- The employee may donate up to eight (8) hours if he or she has less than four (4) weeks of accrued sick leave on the books. If the donating employee has more than four (4) weeks of accrued sick leave, he or she may donate up to 40 hours of accrued sick leave.
- The employee receiving donated leave will be paid at his or her current pay rate, not the pay rate of the donor.

All donations of eligible leave will be voluntary and confidential, and no individual employees may receive remuneration of any kind for leave that is donated. No employee may

intimidate, threaten, or coerce any other employee with respect to donating or receiving leave under this program.

RULE XXI

SOCIAL MEDIA AND WEBSITE POLICY

SECTION 1. PURPOSE

The City of Forest Park is committed to openness and transparency and the engagement of the Forest Park Community regarding City programs, services, and policies. The city recognizes that social media and networking sites are important and widely used communication tools when it comes to disseminating information. However, use of social media and the internet also presents certain risks and, therefore, carries with it certain responsibilities. The City's social media and Website Policy provides guidance for the use of social media and networking sites, and applies to all forms of social media and networking sites. The city supports the following principles in the administration of social media:

- Community engagement
- Timely, accurate, and responsive information
- Positive public image
- Transparency and accountability

SECTION 2. DEFINITIONS

a. *Social Media & Networking Sites* – online and/or digital platforms that allow for the exchange of digital words, sounds, videos, and pictures between users on the Internet, such as blogs, social networking sites or Wiki. **Popular social media sites include, but are not limited to: Facebook, Twitter, Instagram, LinkedIn, and YouTube.** **Other similar sites or services developed in the future can and shall be included in this policy.*

b. *Blog* – a type of website usually maintained by an individual with regular entries of commentary, descriptions of events, or other material such as graphics or video.

c. *Content* – information that is posted and shared with your audience on social media and networking sites. Examples include photos, images, videos, infographics, etc.

d. *Copyrights* – Copyrights protect the right of an author to control the reproduction and use of any creative expression that has been fixed in tangible form, such as literary works, graphical works, photographic works, audiovisual works, electronic works, and musical works. It is illegal to reproduce and use copyrighted material through social media channels without the copyright owner's permission.

e. *Moderator* – Employee(s) authorized by the city to be responsible for ensuring the accuracy of posted information by regularly reviewing, responding to, and/or removing information posted on any of the City's social media sites.

f. *Website* – a collection of web pages and related content that is identified by a common domain name and published on at least one web server.

SECTION 3. STANDARDS

a. All social media sites and websites concerning or affiliated with the City of Forest Park shall only be used to provide information and updates regarding official city business.

b. It is important to represent the city with a consistent message across all forms of communication, including social media platforms.

c. It is strictly prohibited for any City employee to use a City authorized social media site or website for personal use.

d. The City of Forest Park's Social Media Ambassador Program enlists the support of assigned City employees who have access to post content on social media on behalf of the Public Information Officer (PIO). Once assigned and approved by the City Manager, these specific individuals will receive approved training by the PIO and are to use the City's social media sites for outreach and/or education-related purposes only.

e. The City's internet and computer resources are provided to department designees to allow them to complete their job duties and should be used for business purposes only. Employees may not respond directly to any social media posting by entering comments from their personal social media accounts. Responses, questions, or comments to those who have posted to a City-owned social media account must be coordinated with and posted by the PIO, unless otherwise directed by the City manager.

f. Content concerning official City business that is removed must be digitally retained, stored, and timely disposed of in the manner required to meet the requirements of Georgia's applicable public records laws.

g. Use of the City logos, photos, and graphics shall be in compliance with the most recent approved communications policy.

h. No copyrighted material shall be shared, posted, or uploaded on any social media site or website authorized under this policy unless the City has an active, legitimate license for such purpose or consent of the author.

i. Moderators are to quickly respond to their own mistakes by modifying posts, removing materials, or taking the proper actions to provide clear, accurate, and valuable information.

SECTION 4. TERMS OF USE

All users of City of Forest Park social media sites and websites must abide by and understand the following terms outlined in the section below.

a. All content posted on City of Forest Park social media sites and websites is considered a public record that is subject to Georgia's public records law and the U.S. Freedom of Information Act. Any content maintained on a social media website that is related to City business, including a list of subscribers or "friends" is public record. As such, the City is responsible for responding completely and accurately to any public records request for public records on its social

media activities. Content related to City business shall be maintained in an accessible format so that it can be produced in response to an open records request. Whenever possible, City social media websites shall clearly indicate that any articles and any other content posted or submitted for posting are subject to public disclosure. Content will be retained in accordance with the appropriate Georgia Local Government Records Retention Schedules.

b. City of Forest Park webpages for departments and/or divisions must be located on the City's official website (www.forestparkga.gov) and are to be coordinated through the Public Information Office.

c. Information posted on the City's social media sites and website must relate to programs, services, and/or events managed or primarily sponsored by the City of Forest Park mayor, city council, departments, divisions, and offices. Posting information regarding other governmental agencies and community centers is at the discretion of the PIO and/or City manager.

d. Each City social networking site must include an introductory statement that clearly specifies the purpose and topical scope of the social networking site. Wherever possible, content posted on the City's social media sites must contain hyperlinks directing users back to the City's official website for in-depth information, forms, documents, or online services necessary to conduct business with the City of Forest Park.

e. Each council member may post information or opinions about City or ward events and issues on their respective personal social media accounts and specified pages of the City's official website. However, these postings may not be used for campaign or personal purposes. **Further, due to public records laws, no council member shall criticize or comment on any other council member's opinion, position or vote in any posting on any official social media platform or web-based platform.**

f. All City departments, divisions, and offices shall have a Moderator.

g. Employees representing the city on social media and networking sites must identify themselves by name and, when relevant, by role at the City. All City of Forest Park policies are applicable to interactions on social media and networking sites when representing the City.

h. Departments, divisions, and offices are encouraged to utilize the City's website to provide convenient public access to current information, forms, and procedures.

i. The request to add an external link to the City's website shall be coordinated through the Public Information Office and/or, in some instances, the City's Information Technology Department. Primary consideration will be given to government agencies or committees specified by the mayor, city council and/or City manager. All those who request external links will be notified as to the direction of their request.

j. The City of Forest Park's website provides links to federal, state, and local governmental agencies and educational institutions including school districts, colleges, and universities.

k. Websites are considered official when:

- They are created and presented to communicate information on official City of Forest Park services, events, and programs.
- Contain official City of Forest Park branding or logos and/or events or programs managed by the city.
- Containing any of these official elements will appear under one of the official City of Forest Park domains. Unique subdomains and URLs are to be used only after approval has been obtained from the City manager.

l. City departments, divisions, and offices are prohibited from utilizing social media and networking sites and/or interactive communications (blogs, chat rooms, etc.) such as, but not limited to, Facebook, Instagram, and Twitter to promote City programs and services except as outlined by the City's social media and Website Policy.

m. Employees may not post any unsuitable or inappropriate content on any social media or networking site or the City of Forest Park's website. Inappropriate content includes, but is not limited to, the following:

- comments that are profane, abusive, threatening, harassing, intimidating, hateful, or intended to defame any person or organization
- content considered to be disrespectful or insulting to City officials, staff, or representatives
- comments that suggest or encourage illegal activity
- content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity, or sexual orientation
- sexual content or links to sexual content
- content posted by persons whose profile picture or avatar, username, or email address contains any of inappropriate content
- solicitations or advertisements, including promotion and endorsement of any financial, commercial, or non-governmental agency
- information that may compromise the safety or security of the public, a public facility, or a public event
- public disclosure of personal and confidential information
- religious and political messages
- promotional messages for personal gain or personal solicitation
- harmful software, viruses, Trojan horses, or malware in any form
- data that could reasonably be expected to cause, directly or indirectly, strain on any computing facilities, or interfere with others' use of the service, such as chain letters and mass mailings (spam)
- inappropriate jokes, slurs, or innuendos
- content for the purposes of promoting a candidate for any elected or appointed office
- content that violates intellectual property rights of any party

n. The City reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.

o. Employees who fail to conduct themselves in an appropriate manner and/or who violate any of the provisions of this policy will be reported to department directors and/or Human Resources for appropriate disciplinary action.

SECTION 5. MODERATING CUSTOMER INPUT

Social media users are most engaged on sites that provide and encourage the exchange of information. These sites often provide users the ability to voice their opinions and reactions to posted information. This may result in comments or feedback from users that concern department Moderators or other staff. A department should not use this type of media if it is uncomfortable with the idea of users posting negative or unsavory comments about itself, its leaders, or programs. In other words, if the department is uncomfortable with the level of exchange on a particular site, the site may not be appropriate for that department.

To keep track of incoming feedback and customer contributed content, department and division Moderators should check their social media sites at least once a day. If a City social media site is created under guidelines or policies that limit the site to a particular topic (as opposed to general or all-purpose department communications), off-topic comments or contents may be deleted under the guidance of City legal counsel. Otherwise, Moderators may not delete or modify comments that are posted or otherwise sent or shared by outside parties on their social media sites.

SECTION 6. PRIVACY

As City social media sites grow in popularity and usage, issues of privacy become paramount. Departments (particularly those that handle sensitive or protected information) need to be mindful of citizens' privacy and identities.

Departments posting material featuring identifiable private individuals and children must get permission before publication. Releases or permissions should be in writing or by an email authorization from the source confirming that the City's use is acceptable.

SECTION 7. DISCLAIMER

Each City of Forest Park social media site must contain the below disclaimer:

This site is maintained by the City of Forest Park for the purpose of providing information and engaging the community. It is informal and should not be considered official communication from the city. For official information on the City of Forest Park and its programs, services and policies, please visit www.forestparkga.gov. The views of external participants commenting on this site do not necessarily represent those of the City of Forest Park.

The city monitors this site during regular business hours, Monday to Friday, 8:00am-5:00pm, excluding City holidays, however, we cannot commit to replying to all comments or moderating all discussions on this site.

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If you have any questions about the City's collection of personal information through this page please contact the City at (404) 366-4720.

File Attachments for Item:**2. Council Discussion to Surplus Rear Seats for Chevy Tahoe – Police Department****Background/History:**

There are currently 50 rear seats for Chevy Tahoe trucks located in storage at the 110 building; the models range from 2009 until 2020. These seats were removed from patrol vehicles as the rear seats require the use of a plastic bench seat and a partition that must be installed for prisoner and citizen transport purposes.

I'm requesting that the Police Department be allowed to surplus/donate these seats and leave them in storage upon the sale of the building, wherein the new Owners will take possession of them and dispose of them accordingly. These seats are filthy and in poor condition as they have been stored in a garage-type area that is not airtight or temperature controlled, for many years. Because of their condition the seats have no value; at this time, we would like to get approval to dispose of them from Mayor Butler and the City Council.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion to Surplus Rear Seats for Chevy Tahoe – Police Department

Submitted By: Charlotte Brannon

Date Submitted: March 8, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

There are currently 50 rear seats for Chevy Tahoe trucks located in storage at the 110 building; the models range from 2009 until 2020. These seats were removed from patrol vehicles as the rear seats require the use of a plastic bench seat and a partition that must be installed for prisoner and citizen transport purposes.

I'm requesting that the Police Department be allowed to surplus/donate these seats and leave them in storage upon the sale of the building, wherein the new Owners will take possession of them and dispose of them accordingly. These seats are filthy and in poor condition as they have been stored in a garage-type area that is not airtight or temperature controlled, for many years. Because of their condition the seats have no value; at this time, we would like to get approval to dispose of them from Mayor Butler and the City Council.

Cost: \$ -0-

Budgeted for: ☒ Yes ☐ No

Financial Impact:

None

Action Requested from Council:

Approval to surplus

File Attachments for Item:**3. Council Discussion to Enter into an Agreement with Trinity EMS Billings (TEMS) – Fire/EMS Department****Background/History:**

In recent months, the EMS Division have been reviewing all of the EMS Division applications, contracts, and processes. It was noticed with AMB (Ambulance Billing Company), our current ambulance transport billing company, we were averaging a low amount of return on what we are actually billed. This has been a consistent finding for about 10 years. After further research, and in communication with neighboring agencies, it has been determined that we are averaging about 25-35% return on billing when neighboring departments are seeing 50-60% return. Two alternative billing companies were recommended, however, we decided that Trinity EMS Billing and Consultants (TEMS) would better fit the overall scope of work for the city. TEMS also offered a lower percentage rate for their fees than the other companies and the current company for a 3- year contract. They will offer a customer-based service that is easier to work with for our patients and carry out our billing for ambulance transports. Additionally, they provide training to our crews and administration on how to maximize the information gathered for ease of billing. We realize that the first year of this contract will involve gathering data to implement the billing process. More so, we will show a higher return in billing and overall customer satisfaction with this new company.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion to Enter into an Agreement with Trinity EMS Billings (TEMS) – Fire/EMS Department

Submitted By: Latosha Clemmons, Fire Chief

Date Submitted: March 21, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

In recent months, the EMS Division have been reviewing all of the EMS Division applications, contracts, and processes. It was noticed with AMB (Ambulance Billing Company), our current ambulance transport billing company, we were averaging a low amount of return on what we are actually billed. This has been a consistent finding for about 10 years. After further research, and in communication with neighboring agencies, it has been determined that we are averaging about 25-35% return on billing when neighboring departments are seeing 50-60% return. Two alternative billing companies were recommended, however, we decided that Trinity EMS Billing and Consultants (TEMS) would better fit the overall scope of work for the city. TEMS also offered a lower percentage rate for their fees than the other companies and the current company for a 3- year contract. They will offer a customer-based service that is easier to work with for our patients and carry out our billing for ambulance transports. Additionally, they provide training to our crews and administration on how to maximize the information gathered for ease of billing. We realize that the first year of this contract will involve gathering data to implement the billing process. Moreso, we will show a higher return in billing and overall customer satisfaction with this new company.

Cost: \$ Range based on highest collection

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

Financial Impact:

5% with a three (3) year contract

Action Requested from Council:

Approval at Regular Meeting

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

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

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

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:

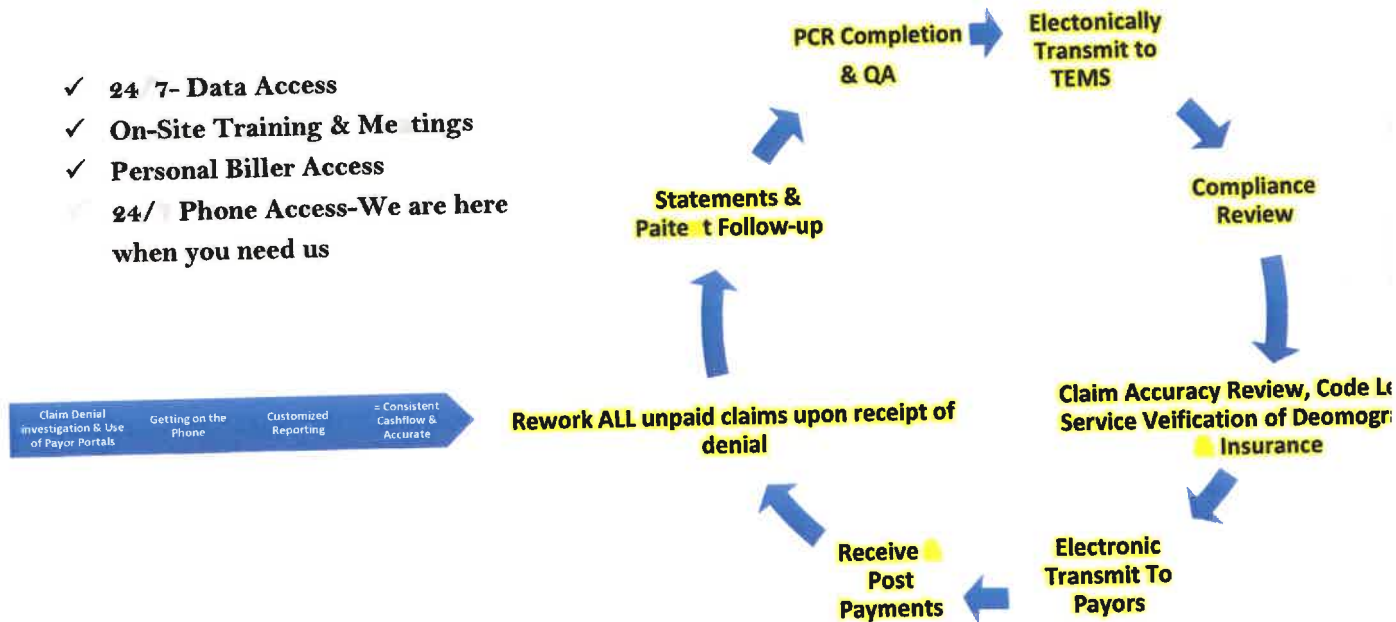
"Hello this is Christina from EMS, how are you today? The reason I am calling is because we received a rejection from your insurance company on your recent transport. Let's review your current insurance information, any changes, and we will get this claim filed for you....."



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 clearinghouse.
 - ✓ All Medicare and Medicaid claims are filed electronically; 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 of 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 NECESSARY 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: _____

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.

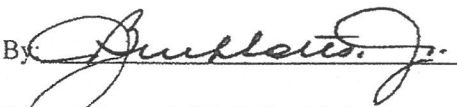
21. Miscellaneous.

- 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.

File Attachments for Item:**4. Request 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****Background/History:**

The proposed design for the Main Street Streetscape Project IIA from College Street to Phillips Drive includes thirty (30) decorative light fixtures along the route. The Agreement between Georgia Power and the City of Forest Park would allow Georgia Power to install and maintain the thirty (30) decorative light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Request 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

Submitted By: James Shelby

Date Submitted: March 25, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

The proposed design for the Main Street Streetscape Project IIA from College Street to Phillips Drive includes thirty (30) decorative light fixtures along the route. The Agreement between Georgia Power and the City of Forest Park would allow Georgia Power to install and maintain the thirty (30) decorative light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

Cost: \$ 325,000.00

Budgeted for: ☒ Yes ☐ No

Financial Impact:

None

Action Requested from Council:

Approve Light Service Agreement Between Georgia Power and City of Forest Park

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 (\$)*	Term (Months)	
\$900.00	\$0.00	\$900.00	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	Pre-Payment (\$)
NEC	Gov	EOL	NLC	\$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 #4.

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:**5. Council Discussion 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**Background/History:**

In 2010 the City completed Phase I of the Main Street Streetscape Project from Lake Street to College Street. That project included seventy-five (75) decorative light fixtures installed and maintained by Georgia Power. In order for the existing lights to match the wattage of the new proposed lights from College Street to Phillips Drive in Phase IIA, the City of Forest Park would need to enter into a light service agreement with Georgia Power to retrofit the existing light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Request 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

Submitted By: James Shelby

Date Submitted: March 25, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

In 2010 the City completed Phase I of the Main Street Streetscape Project from Lake Street to College Street. That project included seventy-five (75) decorative light fixtures installed and maintained by Georgia Power. In order for the existing lights to match the wattage of the new proposed lights from College Street to Phillips Drive in Phase IIA, the City of Forest Park would need to enter into a light service agreement with Georgia Power to retrofit the existing light fixtures. All materials, labor, and maintenance to operate the system are included in the cost.

Cost: \$ 97,500.00

Budgeted for: ☒ Yes ☐ No

Financial Impact:

No financial impact on general funds

Action Requested from Council:

Approve Light Service Agreement Between Georgia Power and City of Forest Park to Retrofit 75 existing light fixtures

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	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 #5.

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 100

File Attachments for Item:**6. Council Discussion on Clarification of On-Premises Consumption of Alcohol Ordinance** – Planning & Community Development Department**Background/History:**

The City Council recently approved an Entertainment District ordinance. It is proposed that the City clarify the distance requirements for the location of businesses that provide for the on-premises consumption of alcohol only. O.C.G.A. § 3-3-21(b)(3), specifically give the City the authority to regulate the distance requirements for on-premises consumption from churches, schools, and college campuses. The proposed ordinance would allow such establishments to be located anywhere within a commercially zoned district.

ORDINANCE NO. _____

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

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

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.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Clarification of On-Premises Consumption of Alcohol Ordinance – Planning & Community Development Department

Submitted By: Daija Blocker

Date Submitted: March 25, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

The City Council recently approved an Entertainment District ordinance. It is proposed that the City clarify the distance requirements for the location of businesses that provide for the on-premises consumption of alcohol only. O.C.G.A. § 3-3-21(b)(3), specifically give the City the authority to regulate the distance requirements for on-premises consumption from churches, schools, and college campuses. The proposed ordinance would allow such establishments to be located anywhere within a commercially zoned district.

Cost: \$

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

Financial Impact:

N/A

Action Requested from Council:

Approval

File Attachments for Item:**7. Council Consideration of a Resolution Establishing Priority List for Capital Projects -Department of Planning and Community Development****Background/History:**

The City Manager is recommending that the City Council establish a priority list of its previously approved capital projects. These projects are funded from combination of the one percent county special purpose local option sales and use tax (SPLOST), URA Bond Funds, and TAD funds. The proposed priority list adds the construction of a new city hall and reaffirms and prioritizes existing projects that were approved by the City Council in 2008 and 2015-2020 using SPLOST funds.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of a Resolution Establishing Priority List for Capital Projects-
Department of Planning and Community Development

Submitted By: James Shelby

Date Submitted: March 29, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

Staff is recommending that the City Council establish a priority list of its previously approved capital projects. These projects are funded from combination of the one percent county special purpose local option sales and use tax (SPLOST), URA Bond Funds, and TAD funds. The proposed priority list adds the construction of a new city hall and reaffirms and prioritizes existing projects that were approved by the City Council in 2008 and 2015-2020 using SPLOST funds.

Cost: \$

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

Financial Impact:

N/A

Action Requested from Council:

Approval of the resolution

RESOLUTION NO. _____**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

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

EXHIBIT A

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

File Attachments for Item:**8. Discussion and Approval of purchase for City Flags with new seal – Chief Executive Offices****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 while 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.



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:

Description	Cost	Units	Total
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.

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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:**9. Council Consideration of an Amendment to the Ethics Ordinance Providing for a Financial Penalty to Elected Officials – Legal****Background/History:**

The City Council recently requested an ordinance providing for a financial penalty for violations of the Ethics Ordinance. This ordinance would impose a penalty of ten percent (10%) of the elected official's monthly salary in the event the Board of Ethics makes a determination that a violation occurred. The penalty would not require any action on the part of Council.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Consideration of an Amendment to the Ethics Ordinance Providing for a Financial Penalty to Elected Officials – Legal

Submitted By: Michael Williams

Date Submitted: March 29, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

The City Council recently requested an ordinance providing for a financial penalty for violations of the Ethics Ordinance. This ordinance would impose a penalty of ten percent (10%) of the elected official's monthly salary in the event the Board of Ethics makes a determination that a violation occurred. The penalty would not require any action on the part of Council.

Cost: \$

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

Financial Impact:

N/A

Action Requested from Council:

Approval

ORDINANCE NO. ____

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

File Attachments for Item:**10. Council Discussion on Recommendation to the Urban Design Review Board – Department of Planning & Community Development****Background/History:**

On September 7, 2021, the City Council passed a new Zoning Ordinance that established the Urban Design Review Board (UDRB). The UDRB consists of five (5) members. Members shall be appointed and confirmed in accordance with Mayor and City Council approval. Members shall be appointed for four (4) year terms and shall serve until their successor is appointed and qualified.

CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion on Recommendation to the Urban Design Review Board –
Department of Planning & Community Development

Submitted By: James Shelby

Date Submitted: March 25, 2022

Work Session Date: April 4, 2022

Council Meeting Date: April 4, 2022

Background/History:

On September 7, 2021, the City Council passed a new Zoning Ordinance that established the Urban Design Review Board (UDRB). The UDRB consists of five (5) members. Members shall be appointed and confirmed in accordance with Mayor and City Council approval. Members shall be appointed for four (4) year terms and shall serve until their successor is appointed and qualified.

Cost: \$ N/A

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

Financial Impact:

None

Action Requested from Council:

Approval of Staff recommendation