

**CITY OF GRANTVILLE
CITY COUNCIL MEETING AGENDA
FEBRUARY 17, 2020 at 6:30 P.M.
Glanton Municipal Complex
123 Lagrange Street, Grantville, GA 30220**

Call to Order

Invocation

Pledge of Allegiance

Approval of Agenda

Approval of Minutes: January 13, 2020 and January 23, 2020

Discussion/Decision on Proposal for Ancillary Services from Hethcoat & Davis, Inc. – Authorization for Mayor to Sign

Discussion/Decision on Amendment to the Service Delivery Strategy

Discussion/Decision on Signing Letter in Support of Funding for the Low Income Home Energy Assistance program in Fiscal Year 2021

Discussion/Decision on Public Works projects to be paid with 2013 – 2018 SPLOST – Roads monies

Tree Trimming: Estimated cost \$100,000.00

Hot Asphalt Pothole Patching Trailer: Estimated cost \$50,000.00

Discussion/Decision on Authorization for Planning Commission Members to Attend Training in Lawrenceville, GA

Discussion/Decision on Veto of Ordinance Number 2019-13 to Amend Section 38-1(b) of the Code of Ordinances to employ the services of a rating specialist not less than every five years to study and review the rates then in effect and suggest changes

Discussion/Decision on Veto of Ordinance Number 2019-14 to Amend Section 3.03 of the Charter

Discussion/Decision on Veto of Ordinance Number 2019-15 to Add a New Paragraph to Charter section 3.04

Discussion/Decision on Veto of Ordinance Number 2019-16 to Amend Section 3.08 of the Charter

Citizens Comments:

City Council Comments

Councilmember Alan Wacaser:

Councilmember Mark King:

Councilmember Ruby Hines:

Councilmember Jim Sells:

Mayor Doug Jewell:

City Manager Al Grieshaber Jr.:

City Attorney Mark Mitchell:

Adjournment:



January 13, 2020

Mr. Al Grieshaber Jr., City Manager
City of Grantville
123 LaGrange Street
Grantville, GA 30220

**Re: Proposal for Ancillary Services
City of Grantville, GA**

Dear Al:

On a semi-regular basis, the City of Grantville may require professional engineering services of an ancillary nature (i.e. services which are not related to a significant, long-term project). Often, these are consulting services, short line extensions, system improvements, plans review, permit preparation, capital improvements programming, Board/planning meetings, etc., which are small in scope or of some immediate priority requiring expedient action. These typically occur on a month by month basis, are small in scope and do not merit the development of a formal engineering agreement.

Hethcoat & Davis, Inc. therefore, proposes an Ancillary Services Contract Agreement for providing professional engineering services on an "as-needed" or "directive only" basis. Work directives are defined as verbal or written requests from the City instructing Hethcoat & Davis, Inc. to perform engineering tasks of an ancillary nature. Let me stress that **THIS IS NOT A RETAINER**. We will only invoice for services that we have been instructed to provide, and only in those months that those services were required. We will also only invoice on an hourly basis, based on the number of hours required to complete an assigned task.

All invoices will identify each specific task and the individuals actually performing the work. Invoices will specify the number of hours assigned to each task, per billing category. All reimbursable expenses will be delineated and will be billed at cost and without mark-up.

What we hope this accomplishes is to provide the City with a wide range of on-demand, immediately available professional services and engineering expertise. We would work as an extension of your staff and under your direction.



If this proposal is acceptable, please execute this Letter Agreement in the space designated. Please keep one copy for your file and return one copy to me for our files, and if you should have any questions, please call. Exhibit A, General Provisions of A-E Agreement, Exhibit B, Hourly Rates and Exhibit C, Reimbursable Expense Schedule are hereby made a part of this agreement.

Sincerely,
Hethcoat & Davis, Inc.

Reg Harris

**Reg Harris P.E.
Principal**

Accepted,

Signature

Title

Date

HETHCOAT & DAVIS, INC
Exhibit A
General Provisions of Architect-Engineer Agreement

ARTICLE 1. GENERAL

These General Provisions are incorporated as an integral part of the letter-type agreement to which they are attached between Hethcoat & Davis, Inc., a Nashville, Tennessee corporation, herein referred to as H & D, and the CLIENT (OWNER) of the Project addressed in such letter-type agreement, wherein the CLIENT engages H & D to provide certain architectural and/or engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the H & D Proposal Letter which becomes the Letter Agreement upon its written acceptance by the CLIENT, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. In the event that these provisions conflict with the proposal letter or exhibits, the proposal letter and its exhibits shall govern.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. Unless the schedule is a requirement of the Agreement, the work shall proceed in a timely manner as determined by H & D.

ARTICLE 3. COMPENSATION TO H & D

A. Compensation to H & D for professional services described in this Agreement shall be on a Lump Sum basis and/or and Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for H & D services shall apply to all parts of a work scope where H & D's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to H & D within 30 days of date of invoice based on an estimated percentage of completion of H & D's services.
2. An Hourly Rate method of payment for H & D's services shall apply to all or parts of a work scope where H & D's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an hourly method of payment, H & D shall be paid for the actual hours worked on the Project by H & D's technical personnel times and hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by H & D to CLIENT upon request. The CLIENT shall make monthly payment within 30 days of the invoice date based on the amount of work completed.

B. In addition to the foregoing, H & D shall be reimbursed at cost for the following Expenses when incurred in the performance of the work:

- a) Travel and subsistence.
- b) Outside professional and technical services and agency fees with cost defined as the amount billed H & D plus 10%.
- c) Identifiable reproductions, reprographic, and delivery costs.

The CLIENT shall make monthly payments to H & D within 30 days of date of invoice of services provided and expenses incurred to date, accompanied by supporting evidence as required and stated in the Letter Agreement.

C. The CLIENT will pay the balance stated on all invoices unless CLIENT notifies H & D in writing of the particular item that is alleged to be incorrect within 15 days from the date of receipt of the invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. In addition H & D may, after giving 7 days written notice to the Client, suspend services under this Agreement until H & D has been paid in full for all amounts then due for services, expenses and charges. The CLIENT additionally agrees to pay all attorney fees, collection fees, court and lien costs, and other such expenditures incurred to satisfy any unpaid balance.

ARTICAL 4. GOVERNMENT APPROVAL

H & D shall provide services defined herein based on education, training,

experience, and judgement as a design professional familiar with the industry. Since H & D has no control over government agencies responsible for review and approval. H & D shall not be liable for damages resulting from the actions or inaction of government agencies, and H & D shall only act as an advisor in all governmental relations. CLIENT agrees that payment of professional fees is not contingent upon approvals by a governmental body or agency.

ARTICLE 5. EXTRA WORK

If H & D is of the opinion that any work they have been directed to perform beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work; they shall promptly notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties prior to proceeding with any extra work or related expenditures. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may be terminated upon 7 days written notice as provided in Article 6.

ARTICLE 6 ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon 7 days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to H & D.

In the event of reduction in scope of the Project work, H & D shall be paid for the work performed and expenses incurred on the project work thus reduced and for all completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of termination and payment by the CLIENT of amounts due for work performed and expenses incurred to the date and time of termination, computed in accordance with the provisions of Article 3 and the Letter Agreement, all documents, finished or unfinished, prepared by H & D under this Agreement, shall be made available by H & D to the CLIENT and there shall be no further obligation of the CLIENT to H & D under this Agreement.

ARTICLE 7. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

At the time of completion or termination of the work, H & D shall make available to the CLIENT copies of all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any reuse without verification or adaptation by H & D for the specific purpose intended will be at CLIENT'S sole risk and without liability or legal exposure to H & D. In this regard, the CLIENT will indemnify and hold harmless H & D from any and all suits or claims of third parties arising out of such reuse, including legal expenses, which is not specifically verified, adapted or authorized by H & D.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit H & D to perform the services required hereunder, the CLIENT shall provide, in proper time and sequence, the following at no expense to H & D.

1. All necessary information regarding CLIENT requirements as necessary for orderly progress of the work.
2. Designate in writing, one person to act as CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret instructions, and interpret and define CLIENT'S policies with respect to H & D's Services.
3. Furnish, as required for performance of H & D's services (except to the extent as provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations; laboratory tests and inspections of samples; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, right-of-way topographic and land use restrictions; and other special data not covered in the Letter agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for H & D to enter upon publicly or privately owned property as required to perform the work.

5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
 6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by H & D, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of H & D.
 7. Give prompt written notice to H & D whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of H & D's services or any defect in the work of Construction Contractor(s), Consultants or H & D.
 8. Initiate action, where appropriate, to identify, remove and/or encapsulate asbestos products or materials or other such hazardous materials located in the Project area prior to accomplishment of any work contemplated under the Project.
 9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or H & D may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
 10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
 11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.
- B. H & D shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT if H & D finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, H & D shall promptly notify the CLIENT.

ARTICLE 9. OPINION OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are made on the basis of H & D's experience and qualifications and represents H & D's judgement as an experienced and qualified design professional. It is recognized, however, that H & D does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired or work to be performed on the basis of H & D's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, H & D does not guarantee that proposals, bid or actual costs will not substantially vary from opinions, evaluations or studies submitted by H & D to CLIENT hereunder.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to H & D's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation.

CLIENT agrees that if H & D is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, (1) H & D will not be responsible for and CLIENT shall indemnify and hold H & D (and H & D's professional associates and consultants) harmless from all claims, damages, losses and expenses including attorney's fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others and (2) the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. Nothing contained in this paragraph shall be construed to release H & D (or H & D's

professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which H & D has undertaken or assumed under this Agreement.

Neither the professional activities of H & D, nor the presence of H & D or its employees and subconsultant at a construction site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and health or safety precautions required by regulatory agencies. H & D and its personnel have no authority to exercise control over construction contractor or its employees in connection with their work or health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, H & D and H & D's subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance.

ARTICLE 11. ERRORS AND OMISSIONS

In providing services under this Agreement, H & D will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. If, after the construction has begun, an error or omission is discovered and the item can still be provided in the sequence of construction without premium cost to the CLIENT, the CLIENT agrees to pay for this item as if it had been included in the original construction documents. If this error or omission is discovered out of sequence with the construction timetable, then H & D will pay for the premium cost to have this item corrected or included, with the CLIENT paying for the item's basic cost as if it had been in the original documents. If the premium cost falls below 2% of the defined construction cost, then the entire premium cost shall be the responsibility of the CLIENT. This premium cost concept for errors and omissions is not applicable if the CLIENT chooses not to employ H & D during construction phase services per Article 11 above. To the maximum extent permitted by law, the CLIENT agrees to limit H & D's liability for the CLIENT damages to the sum of \$50,000 or H & D's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

ARTICLE 12. INSURANCE

H & D maintains insurance coverage including Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance and Professional Errors and Omissions (E&O) Insurance. H & D agrees to attempt to maintain Professional (E&O) liability coverage for the period of design and construction of the Project, and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Certificates of Insurance will be furnished upon request.

ARTICLE 13. DISPUTE RESOLUTION/MEDIATION/LITIGATION

In an effort to resolve conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and H & D agree that all disputes arising out of or relating to this Agreement or the Project shall be first submitted to non-binding mediation unless the parties mutually agree otherwise.

In the event of litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

ARTICLE 14. INDEMNIFICATION

In addition, and notwithstanding any other provisions of this Agreement, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless H & D, its officers, directors, employees and subconsultants (collectively H & D) against all damages, liabilities or costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with this Project or the performance by the parties above named for the services under this Agreement, excepting only those damages, liabilities or costs attributable to the negligent acts or negligent failure to act by H & D.

ARTICLE 15. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom H & D performs work hereunder, shall not be assigned, sublet or transferred without the written consent of the CLIENT and H & D.

ARTICLE 16. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Alabama.

**STANDARD HOURLY RATE SCHEDULE
EXHIBIT B**

Standard Hourly Rates are set forth as shown and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

The Standard Hourly Rates will be adjusted annually (as of January 1) to reflect equitable changes in the compensation to the Engineer.

Rate Schedule

Hourly Rates for service performed on or after the date of this Agreement are:

Principal-in-Charge	\$165.00/hour
Sr. Project Manager	\$135.00/hour
Project Engineer	\$85-125//hour
Engineer Intern	\$65-85/hour
Sr. CAD Designer	\$90.00/hour
CAD Designer	\$75.00/hour
Administration	\$60.00/hour
Resident Project Rep	\$55.00/hour

**REIMBURSABLE RATE SCHEDULE
EXHIBIT C**

Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review. Reimbursable expenses for service performed on or after the date of this Agreement are:

8.5" x 11" Copies	\$0.10/page
Copies of Drawings	\$2.00/sq.ft.
Mileage	Current IRS Rate



SERVICE DELIVERY STRATEGY

FORM 1

COUNTY: **COWETA**

I. GENERAL INSTRUCTIONS:

1. FORM 1 is required for **ALL** SDS submittals. Only one set of these forms should be submitted per county. The completed forms shall clearly present the collective agreement reached by all cities and counties that were party to the service delivery strategy.
2. List each local government and/or authority that provides services included in the service delivery strategy in Section II below.
3. List all services provided or primarily funded by each general purpose local government and/or authority within the county that are continuing *without change* in Section III, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.)

<p>OPTION A <i>Revising or Adding to the SDS</i></p>	<p>OPTION B <i>Extending the Existing SDS</i></p>
<ol style="list-style-type: none"> 4. List all services provided or primarily funded by each general purpose local government and authority within the county which are revised or added to the SDS in Section IV, below. (It is acceptable to break a service into separate components if this will facilitate description of the service delivery strategy.) 5. For each service or service component listed in Section IV, complete a separate, updated <i>Summary of Service Delivery Arrangements</i> form (FORM 2). 6. Complete one copy of the <i>Certifications</i> form (FORM 4) and have it signed by the authorized representatives of participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 4).] 	<ol style="list-style-type: none"> 4. In Section IV type, "NONE." 5. Complete one copy of the <i>Certifications for Extension of Existing SDS</i> form (FORM 5) and have it signed by the authorized representatives of the participating local governments. [Please note that DCA cannot validate the strategy unless it is signed by the local governments required by law (see Instructions, FORM 5).] 6. Proceed to step 7, below. <div data-bbox="803 1165 1502 1402" style="background-color: #003366; color: white; padding: 10px; text-align: center;"> <p><i>For answers to most frequently asked questions on Georgia's Service Delivery Act, links and helpful publications, visit DCA's website at</i> http://www.dca.ga.gov/development/PlanningQualityGrowth/programs/servicedelivery.asp, or call the Office of Planning and Quality Growth at (404) 679-5279.</p> </div>

7. If any of the conditions described in the existing *Summary of Land Use Agreements* form (FORM 3) have changed or if it has been ten (10) or more years since the most recent FORM 3 was filed, update and include FORM 3 with the submittal.
8. Provide the completed forms and any attachments to your regional commission. The regional commission will upload digital copies of the SDS documents to the Department's password-protected web-server.

NOTE: ANY FUTURE CHANGES TO THE SERVICE DELIVERY ARRANGEMENTS DESCRIBED ON THESE FORMS WILL REQUIRE AN UPDATE OF THE SERVICE DELIVERY STRATEGY AND SUBMITTAL OF REVISED FORMS AND ATTACHMENTS TO THE GEORGIA DEPARTMENT OF COMMUNITY AFFAIRS UNDER THE "OPTION A" PROCESS DESCRIBED, ABOVE.

II. LOCAL GOVERNMENTS INCLUDED IN THE SERVICE DELIVERY STRATEGY:

In this section, list all local governments (including cities located partially within the county) and authorities that provide services included in the service delivery strategy.

Coweta County
City of Chattahoochee Hills
City of Grantville
City of Haralson
Town of Moreland
City of Newnan
City of Palmetto
City of Senoia
Town of Sharpsburg
Town of Turin
Coweta County Development Authority/Development Authority of Coweta County
Coweta County Hospital Authority
Coweta County Water and Sewerage Authority
City of Grantville Downtown Development Authority
Newnan-Coweta County Airport Authority
Development Authority of the City of Newnan
Newnan Utilities
Senoia Downtown Development Authority
Housing Authority of Newnan
Senoia Public Housing Authority
Grantville Housing Authority
Housing Authority of the City of Palmetto

III. SERVICES INCLUDED IN THE EXISTING SERVICE DELIVERY STRATEGY THAT ARE BEING EXTENDED WITHOUT CHANGE:

In this section, list each service or service component already included in the existing SDS which will continue as previously agreed with no need for modification.

1. Airport
2. Animal Control
3. Animal Shelter
4. Building Inspection
5. Business Regulation
6. Cemeteries
7. Code Enforcement
8. Convention and Tourism
9. Court Services/County
10. Court Services/Municipal
11. Development and Street Naming
12. Economic Development
13. Elections
14. Electrical/Gas Service and Distribution
15. Emergency Management
16. Emergency Medical Service
17. E-911 Dispatch
18. Fire and Rescue
19. Indigent Defense/County
20. Indigent Defense/Municipal
21. Indigent Healthcare
22. Jail/County
23. Jail/Municipal
24. Juvenile Intake Services
25. Law Enforcement
26. Library
27. Parks and Recreation Facilities
28. Parks and Recreation Programs
29. Planning and Zoning
30. Probation Supervision/County
31. Probation Supervision/Municipal
32. Public Health and Welfare
33. Public Works
34. Road and Street Construction
35. Road and Street Maintenance
36. Sewage Collection and Disposal
37. Solid Waste Management
38. Storm Water Management
39. Tax Assessment
40. Tax Collection
41. Voter Registration
42. Water Supply and Distribution

IV. SERVICES THAT ARE BEING REVISED OR ADDED IN THIS SUBMITTAL:

In this section, list each new service or new service component which is being added and each service or service component which is being revised in this submittal. For each item listed here, a separate Summary of Service Delivery Arrangements form (FORM 2) must be completed.



SERVICE DELIVERY STRATEGY

FORM 2: Summary of Service Delivery Arrangements

Instructions:

Make copies of this form and complete one for each service listed on FORM 1, Section IV. Use EXACTLY the same service names listed on FORM 1. Answer each question below, attaching additional pages as necessary. If the contact person for this service (listed at the bottom of the page) changes, this should be reported to the Department of Community Affairs.

COUNTY: COWETA

Service: Housing

1. Check one box that best describes the agreed upon delivery arrangement for this service:

- a.) Service will be provided countywide (i.e., including all cities and unincorporated areas) by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- b.) Service will be provided only in the unincorporated portion of the county by a single service provider. (If this box is checked, identify the government, authority or organization providing the service.):

- c.) One or more cities will provide this service only within their incorporated boundaries, and the service will not be provided in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service: **City of Newnan in partnership with the Housing Authority of Newnan; City of Grantville in partnership with the Grantville Housing Authority; City of Senoia in partnership with the Senoia Public Housing Authority; and the City of Palmetto in partnership with the Housing Authority of the City of Palmetto**)

- d.) One or more cities will provide this service only within their incorporated boundaries, and the county will provide the service in unincorporated areas. (If this box is checked, identify the government(s), authority or organization providing the service.):

- e.) Other (If this box is checked, **attach a legible map delineating the service area of each service provider**, and identify the government, authority, or other organization that will provide service within each service area.):

2. In developing this strategy, were overlapping service areas, unnecessary competition and/or duplication of this service identified?

- Yes** (if "Yes," you must attach additional documentation as described, below)

- No**

If these conditions will continue under this strategy, **attach an explanation for continuing the arrangement** (i.e., overlapping but higher levels of service (See O.C.G.A. 36-70-24(1)), overriding benefits of the duplication, or reasons that overlapping service areas or competition cannot be eliminated).

If these conditions will be eliminated under the strategy, **attach an implementation schedule** listing each step or action that will be taken to eliminate them, the responsible party and the agreed upon deadline for completing it.

SDS FORM 2, continued

3. List each government or authority that will help to pay for this service and indicate how the service will be funded (e.g., enterprise funds, user fees, general funds, special service district revenues, hotel/motel taxes, franchise taxes, impact fees, bonded indebtedness, etc.).

Local Government or Authority	Funding Method
City of Newnan	Grants, General Fund, Federal Funds
Cities of Grantville, Senoia, Palmetto	Grants and Federal Funds
Housing Authority of Newnan	Grants, Tenant Rents, and Federal Funds
Grantville Housing Authority	Grants, Tenant Rents, and Federal Funds
Senoia Public Housing Authority	Grants, Tenant Rents, and Federal Funds
Housing Authority of City of Palmetto	Grants, Tenant Rents, and Federal Funds

4. How will the strategy change the previous arrangements for providing and/or funding this service within the county?

Adding a new service to the SDS.

5. List any formal service delivery agreements or intergovernmental contracts that will be used to implement the strategy for this service:

Agreement Name	Contracting Parties	Effective and Ending Dates

6. What other mechanisms (if any) will be used to implement the strategy for this service (e.g., ordinances, resolutions, local acts of the General Assembly, rate or fee changes, etc.), and when will they take effect?

None

7. Person completing form: **Shannon Zerangue, County Clerk**
 Phone number: **770.254.2601** Date completed: January 30, 2020

8. Is this the person who should be contacted by state agencies when evaluating whether proposed local government projects are consistent with the service delivery strategy? Yes No

If not, provide designated contact person(s) and phone number(s) below:
MICHAEL FOUTS, COWETA COUNTY ADMINISTRATOR, 770.254.2601



SERVICE DELIVERY STRATEGY

FORM 4: Certifications

Instructions:

This form must, at a minimum, be signed by an authorized representative of the following governments: 1) the county; 2) the city serving as the county seat; 3) all cities having a 2010 population of over 9,000 residing within the county; and 4) no less than 50% of all other cities with a 2010 population of between 500 and 9,000 residing within the county. Cities with a 2010 population below 500 and local authorities providing services under the strategy are not required to sign this form, but are encouraged to do so.

COUNTY: COWETA


We, the undersigned authorized representatives of the jurisdictions listed below, certify that:

1. We have executed agreements for implementation of our service delivery strategy and the attached forms provide an accurate depiction of our agreed upon strategy (O.C.G.A. 36-70-21);
2. Our service delivery strategy promotes the delivery of local government services in the most efficient, effective, and responsive manner (O.C.G.A. 36-70-24 (1));
3. Our service delivery strategy provides that water or sewer fees charged to customers located outside the geographic boundaries of a service provider are reasonable and are not arbitrarily higher than the fees charged to customers located within the geographic boundaries of the service provider (O.C.G.A. 36-70-24 (20); and
4. Our service delivery strategy ensures that the cost of any services the county government provides (including those jointly funded by the county and one or more municipalities) primarily for the benefit of the unincorporated area of the county are borne by the unincorporated area residents, individuals, and property owners who receive such service (O.C.G.A. 36-70-24 (3)).

JURISDICTION	TITLE	NAME	SIGNATURE	DATE
<u>CHATTAHOOCHEE HILLS, CITY OF</u>	Mayor	Tom Reed		
<u>COWETA COUNTY</u>	Commission Chairman	Paul Poole		
<u>GRANTVILLE, CITY OF</u>	Mayor	Douglas Jewell		
<u>HARALSON, CITY OF</u>	Mayor	Audrey Holliday		
<u>MORELAND, TOWN OF</u>	Mayor	Dick Ford		
<u>NEWNAN, CITY OF</u>	Mayor	Keith Brady		
<u>PALMETTO, CITY OF</u>	Mayor	Clark Boddie		
<u>SENOIA, CITY OF</u>	Mayor	Charles Eichorst		
<u>SHARPSBURG, TOWN OF</u>	Mayor	Blue Cole		
<u>TURIN, TOWN OF</u>	Mayor	Alan Starr		

Al Grieshaber

From: ECG <smilner@ecoga.org>
Sent: Friday, January 24, 2020 2:56 PM
To: Al Grieshaber
Subject: Action Alert: APPA Encourages Utilities to Sign LIHEAP "All-Parties" Letter



Action Alert

APPA Encourages Utilities to Sign LIHEAP "All-Parties" Letter

The American Public Power Association is urging its members to join in signing the National Energy & Utility Affordability Coalition (NEUAC) "all-parties" letter to House and Senate appropriators in support of funding for the Low Income Home Energy Assistance Program in fiscal year 2021. Specifically, the letter says:

(T)he National Energy and Utility Affordability Coalition (NEUAC) and the supporters below respectfully request Congress defend and improve LIHEAP funding for FY21. This will send a strong message of support for the health and well-being of those fragile households struggling to maintain energy security."

As you know, Congress completed action on the fiscal year 2020 appropriations bill in December, well after the October 1 beginning of the fiscal year. As a result, the pivot to fiscal year 2021 is not coming too early.

Signing onto the letter is quite easy and can be accomplished via this page in NEUAC's Internet site: <https://neuac.org/2021-all-parties-letter/>.

For more information please contact;

John Godfrey
JGodfrey@PublicPower.org
202-467-2929

Electric Cities of Georgia | 1470 Riveredge Pkwy NW, Atlanta, GA 30328

[Unsubscribe agrieshaber@grantvillega.org](mailto:agrieshaber@grantvillega.org)

[Update Profile](#) | [About Constant Contact](#)

Sent by smilner@ecoga.org in collaboration with



28 B
Jan.30, 2020

Robi Higgins
City Clerk
City of Grantville
123 LaGrange St.
Grantville, Ga.30220


RECEIVED
~~1/28/2020~~ 10:23am

Re: Veto of Ordinance 2019-13 Amending Chapter 38, Article 1, Section 38-1 of the code of ordinances of the City of Grantville, Ga.

Dear Ms. Higgins:

Pursuant to Section 2.06 of the Charter of the City of Grantville, I am Vetoing the above referenced and attached ordinance 2019-13 adopted by the city council Jan. 23,2020 amending chapter 38, article 1, section 38-1 of the code of ordinances of the city of Grantville, Ga.

My reason for this veto is as follows:

In my opinion a annual rate study is the best way to monitor the rates needed to be charged to our customers and more moderate rate increases are more manageable for our customers.

Yours truly,


Mayor

Cc: City Council Members
Al Grieshaber Jr. City Manager

ORDINANCE NUMBER 2019-13

**AN ORDINANCE BY THE CITY OF GRANTVILLE, GEORGIA
TO AMEND CHAPTER 38, ARTICLE I, SECTION 38-1 OF THE CODE OF ORDINANCES TO
ESTABLISH THE TITLE OF THE SECTION AS MANDATORY RATE REVIEW AND TO
ESTABLISH THAT THE CITY SHALL CONDUCT A REVIEW AND STUDY OF ITS UTILTY
RATES NOT LESS THAN EVERY FIVE YEARS AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and City Council of the City of Grantville are charged with safeguarding the safety, health and welfare of the citizens of the City, and

WHEREAS, Section 1.04(h) of the Charter of the City of Grantville provides that the Mayor and City Council are empowered to regulate the rates and services of public utilities,

NOW THEREFORE, be it ordained by the Mayor and City Council of the City of Grantville, Georgia, and it is hereby ordained by the authority of the same that the following ordinance is hereby adopted:

Section 1:

Section 38-1. Mandatory annual rate review is deleted in its entirety, and replaced as follows:

Sec. 38-1. Mandatory rate review.

(a) The elected officials of the city shall pass on to any and all utility customers any increase from any supplier of water, gas and electric and such increases shall be automatic and effective without action of council. The city clerk shall charge the rates with the first billing cycle after such an increase.

(b) The governing body of the city shall employ the services of a rating specialist not less than every five (5) years to study and review the utility rates then in effect and suggest changes, either increases or decreases, in each utility offered to the citizens.

(c) At a regular council meeting, the recommendations of the rate study shall be made public and if such recommended rates of the study are not adopted, a full explanation shall be given at such meeting as to why such recommendations of the rating specialist are not being put into effect.

Section 2: Repealer

All ordinances or parts of ordinances in conflict with this ordinance are repealed.

First Reading: _____

SO ORDAINED in lawfully assembled open session this ____ day of _____, 2020.

MAYOR

Attest: _____
Clerk

28 18
Jan. 30, 2020

Robi Higgins
City Clerk
City of Grantville
123 LaGrange St.
Grantville, Ga. 30220



RE: Veto of Ordinance 2019-14 Amending Section 3.03 of the Charter of the City of Grantville, Ga.

Dear Ms. Higgins:

Pursuant to Section 2.06 of the Charter of the City of Grantville, I am Vetoing the above referenced and attached ordinance 2019-14 adopted by the city council Jan. 23, 2020 amending section 3.03 of the Charter of the City of Grantville, Ga.

My reason for this veto is as follows:

In my opinion this change will constitute a change as to the form of government the City of Grantville, Ga. Currently operates and can not be changed by vote of council.

Yours truly,

Doug Jewell
Mayor

Cc: City Council Members
Al. Grieshaber Jr. City Manager

ORDINANCE NUMBER 2019-14

**AN ORDINANCE TO AMEND SECTION 3.03 OF THE CHARTER OF THE
CITY OF GRANTVILLE, GEORGIA**

WHEREAS, in accordance with the home rule power of O.C.G.A. § 36-35-3, the Mayor and the City Council of the City of Grantville, Georgia, finds that it is in the best interest of the public health, safety and welfare to amend the Charter of the City of Grantville by amending Section 3.03;

NOW, THEREFORE, be it ordained that Section 3.03 of the Charter of the City of Grantville, Georgia is hereby amended as follows:

Section 3.03 Administrative duties of mayor.

The Mayor shall be the executive head of the city government responsible for the efficient and orderly administration of the city's affairs. He shall be responsible for the enforcement of laws, rules and regulations, ordinances, and for franchises in the city and the city attorney shall take such legal actions as the Mayor may direct for such purposes. Should the post of City Manager not be filled, he shall have the authority to control the work of all offices and employees of the city and shall further have the authority to relieve any employee of his duties without pay for up to seven (7) days for failure to properly perform those duties or for failure to follow lawful instructions. The Mayor shall submit to the Council annual budgets, reports and such other information as he may deem necessary or the Council may require. He shall have authority to make allotments of funds within the limits of appropriations and no expenditures shall be made without his approval. If no other employee or official is designated as purchasing agent, he shall act as purchasing agent for the city. He may conduct inquiries and investigations into conduct of the city's affairs and shall have such other powers and duties as may be provided by Ordinance not inconsistent with this act.

FIRST READING: _____ day of _____, 20__.

SO ORDAINED in lawfully assembled open session this ____ day of _____, 20__.

MAYOR

Attest: _____
Clerk

28
Jan. 30, 2020

Robi Higgins
City Clerk
City of Grantville
123 LaGrange St.
Grantville, Ga. 30220

 **RECEIVED**
~~1/28/2020~~ 10:23am

RE: Veto of Ordinance 2019-15 Amending Section 3.04 of the charter of the City of Grantville, Ga.

Dear Ms. Higgins:


Pursuant to Section 2.06 of the Charter of the City of Grantville, I am Vetoing the above referenced and attached ordinance 2019-15 adopted by the city council Jan. 23, 2020 amending section 3.04 of the Charter of the City of Grantville, Ga.

My reason for this veto is as folloes:

In my opinion it is too vague as to the intent.

Yours truly,

Doug Jewell
Mayor


Cc: City Council Members
Al Grieshaber Jr. City Manager

ORDINANCE NUMBER 2019-15

**ORDINANCE TO AMEND SECTION 3.04 OF THE CHARTER OF THE CITY
OF GRANTVILLE, GEORGIA**

WHEREAS, in accordance with the home rule power of O.C.G.A. § 36-35-3, the Mayor and the City Council of the City of Grantville, Georgia, finds that it is in the best interest of the public health, safety and welfare to amend the Charter of the City of Grantville by amending Section 3.04;

NOW, THEREFORE, be it ordained that Section 3.04 of the Charter of the City of Grantville, Georgia is hereby amended by adding the following to section 3.04:

The city manager shall notify the mayor and city council, as soon as feasible, of all work being performed on city property save for ordinary repair and maintenance activities, identifying who is performing the work and the funding source for such work.

FIRST READING: ____ day of _____, 20__.

SO ORDAINED in lawfully assembled open session this ____ day of _____, 20__.

MAYOR

Attest: _____
Clerk

288
Jan. 30, 2020

Robbi Higgins
City Clerk
City of Grantville
123 LaGrange St.
Grantville, Ga. 30220



Re: Veto of Ordinance 2019-16 Amending Section 3.08 of the Charter of the City of Grantville, Ga.

Dear Ms. Higgins:

Pursuant to Section 2.06 of the Charter of the City of Grantville, I am Vetoing the above Referenced and attached ordinance 2019-16 adopted by the City Council Jan. 23, 2020 Amending section 3.08 of the Charter of the City of Grantville, Ga.

My reason for this veto is as follows:

I believe this amendment would change the form of government of the City of Grantville

Yours truly

Doug Jewell
Mayor

A handwritten signature in blue ink, appearing to be "Doug Jewell", written over a light blue horizontal line.

cc: City Council Members
Al Grieshaber Jr. City Manager

ORDINANCE NUMBER 2019-16

**ORDINANCE TO AMEND SECTION 3.08 OF THE CHARTER OF THE CITY
OF GRANTVILLE, GEORGIA**

WHEREAS, in accordance with the home rule power of O.C.G.A. § 36-35-3, the Mayor and the City Council of the City of Grantville, Georgia, finds that it is in the best interest of the public health, safety and welfare to amend the Charter of the City of Grantville by amending Section 3.08;

NOW, THEREFORE, be it ordained that Section 3.08 of the Charter of the City of Grantville, Georgia is hereby amended as follows:

Section 3.08 Personnel policies.

All employees serve at will and may be removed from office at any time by the City Manager, if the post is filled, or otherwise by the Mayor and city council unless otherwise provided by ordinance. The council shall adopt rules and regulations consistent with this charter concerning:

- (1) The method of employee selection and probationary periods of employment;
- (2) The administration of any position classification and pay plan, methods of promotion and application of service ratings thereto, and transfer of employees within the classification plan;
- (3) Hours of work, vacation, sick leave, and other leaves of absence, overtime pay, and the order and manner in which layoff shall be effected; and
- (4) Such other personnel policies as may be necessary to provide for adequate and systematic handling of the personnel affairs of the City of Grantville.

FIRST READING: ____ day of _____, 20__.

SO ORDAINED in lawfully assembled open session this ____ day of _____, 20__.

MAYOR

Attest: _____
Clerk