## CITY OF GRANTVILLE CITY COUNCIL WORK SESSION MEETING AGENDA MONDAY, MARCH 14, 2022 AT 6:30 P.M.

Glanton Municipal Complex, City Council Chambers, 123 Lagrange Street Grantville, Georgia 30220

Meeting will be available by Audio Conference Dial: 425-436-6364 Access Code: 336977#

Call to Order

**Invocation** 

Pledge of Allegiance

Citizen Comment Regarding Agenda Items

Approval of Agenda

Discussion/Decision: The Color Purple – Painting of the Freight Depot: Color Change

Discussion/Decision: Vacancy on the City Council

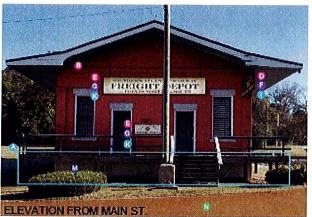
Discussion/Decision: Ordinance Number 2022-03 Amending Chapter 11, Article II,

Division 2 of the Code of Ordinances to Establish a Building Department

**Citizen Comments** 

**City Council and Staff Comments** 

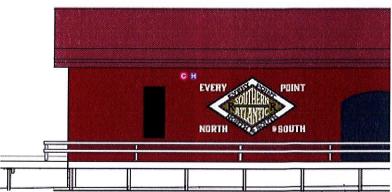
Adjournment





**ELEVATION FROM TRAIN TRACKS** 





ELEVATION FROM GREEN SQUARE

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SET NAME: EXT. BACKCOUNTRY TOWN - FACADES

CRASVING TITLE: WORK SCOF

# **ORDINANCE NO. 2022-03**

AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF GRANTVILLE AMENDING AND REVISING CHAPTER 11, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES TO ESTABLISH A BULDING DEPARTMENT; TO ESTABLISH THAT THE BUILDING OFFICIAL IS IN CHARGE OF THE BUILDING DEPARTMENT; TO PROVIDE FOR THE DUTIES AND RESPONSIBILITIES OF THE BUILDING OFFICIAL; TO ESTABLISH THAT THE SERVICES OF THE BUILDING OFFICIAL MAY BE PROVIDED BY CONTRACT; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES.

### **SECTION ONE**

Chapter 11 Article II, Division 2 of the Municipal Code of the City of Grantville is amended as follows:

#### Section 11-59. Establishment.

Is removed in its entirety and replaced as follows:

#### Section 11-59. Establishment.

There is hereby established a department to be called the building department and the person in charge shall be known as the building official.

### Section 11-60. Deputies.

Is removed in its entirety and replaced as follows:

# Section 11-60. Duties and responsibilities of building official.

- (a) There is hereby created the position of building official. The building official, and his designated representatives, shall have and exercise the following duties and responsibilities in the enforcement of state minimum standard codes:
  - (1) To interpret, enforce, and administer the state minimum standard codes within the City of Grantville in accordance with the provisions and procedural requirements of this article;
  - (2) To inspect all existing buildings and structures as required by such codes and to permit and inspect new construction and the renovation, alteration, modification and repairs to existing structures to assure compliance with applicable state minimum code standards;

- (3) With consent of the City Council under the budgetary and personnel regulations of said city, to employ inspectors and other personnel necessary for the proper enforcement of such codes and to provide for the authority, functions, and duties of such inspectors;
- (4) To bring enforcement actions, prosecute complaints and citations in the appropriate court and to appeal those decisions adverse to the best interest of the city;
- (5) To study and make recommendations to the City Council relating to the administration and enforcement of state minimum standard codes; and
- (6) To perform all other duties and functions imposed upon the chief administrative officer, by whatever name or title referred, in the state minimum standard codes.
- (b) Pursuant to the authority contained in the O.C.G.A. § 8-2-26, self-inspection of water and sewer projects by master plumbers or utility contractors shall be applicable in the city.
- (c) The duties and responsibilities of the building official, set forth in this section, may, by private or intergovernmental contract approved by the mayor and council, be exercised and performed by an independent contractor or by the building official of any county or other municipal corporation of this state. When such contract has been entered and spread upon the official minutes of the council, the acts of such contractor shall be deemed the acts of the city building official as if fully performed directly by the city, its officers and employees.

### **SECTION TWO**

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

#### **SECTION THREE**

First Reading:

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

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	SO	ORDAINED	lawfully _, 20	assembled	open	session	this		day	of
				MAYOR			•	-		
Attest:	Clerk	ζ	 							

Fle - Safebuilt

# THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2016-05 BEFORE THE CITY COUNCIL

# A RESOLUTION OF THE CITY OF GRANTVILLE APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH SAFEbuilt GEORGIA LLC

WHEREAS, one of the corporate powers of the city is to establish minimum standards for and to regulate building construction and repair; electrical wiring and equipment; gas installation and equipment; plumbing; and housing for the health, sanitation, cleanliness and safety of the inhabitants of the city and to provide for the enforcement of such standards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AS FOLLOWS:

That the Professional Services Agreement between Grantville and SAFEbuilt Georgia LLC for Building, Plumbing, Mechanical and Electrical Services; Building Official Services; and, Professional Plan Review Services is approved. A copy of the Professional Services Agreement is attached hereto as Exhibit A and incorporated verbatim as if set forth fully herein.

This Resolution is passed this 13th day of June, 2016.

Doug Jewell, Mayor

ATTEST

ynn Basham, City Clerk

Approved as to form

S. Mark Mitchell, City Attorney

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# PROFESSIONAL SERVICES AGREEMENT BETWEEN GRANTVILLE, GEORGIA AND SAFEbuilt GEORGIA, LLC

This Professional Services Agreement ("Agreement"), is entered into by and between Grantville, Georgia, a political subdivision of the State of Georgia, (the "City") and SAFEbuilt Georgia, LLC, (the "Consultant").

### RECITALS

WHEREAS, the City is seeking a consultant to perform services listed in Exhibit A - List of Services, (the "Services");

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant agree as follows:

### SCOPE OF SERVICES

Consultant will provide the Services to the City using qualified professionals as directed by the City. Consultant will perform the Services in accordance with State of Georgia adopted codes and City/County adopted amendments and ordinances. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Any changes or additions to the scope of work shall be done only in writing and shall specifically state the additional fees, if any, for such changes. Consultant will perform work at a level of competency in accordance with industry standards.

## CHANGES TO SCOPE OF SERVICES

Any changes to the Services that are mutually agreed upon between the City and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to the Agreement.

### 3. FEE STRUCTURE

In consideration of the Consultant providing the Services, the City shall pay the Consultant for the Services performed in accordance with Exhibit B - Fee Schedule for Services.

# 4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the City on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of invoice date. The City may request additional information before accepting the invoice. When additional information is requested the City will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, City will submit payment within thirty (30) days of resolution.

#### 5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either party thirty (30) days in advance of the renewal date of this agreement. In the absence of written documentation, this Agreement will continue in force until such time as either party notifies the other of their desire to terminate this Agreement.

## 6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon thirty (30) days written notice, with or without cause. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within 30 days of the termination.

## CITY OBLIGATIONS

The City shall timely provide all data information, plans, specification and other documentation required by Consultant to perform Services.

Page 1 of S

Exhibit A

### PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents to the City and retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

## 9. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the Consultant or any officer, employee, representative, or agent of Consultant, but not for claims or damages caused by the negligence of the City.

#### 10. ASSIGNMENT

Neither party shall assign all or part of the rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without written approval of both parties; consent shall not be unreasonably withheld.

#### 11. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by State law.
- B. At a minimum, the Consultant shall procure and maintain the minimum insurance coverage's listed below. Such coverage's shall be procured and maintained with forms and insurers acceptable to the City. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each accident, one hundred thousand dollars (\$100,000) disease policy limit, and one hundred thousand dollars (\$100,000) disease each employee. Evidence of qualified self-insured status may be substituted for the worker's compensation requirements of this paragraph.
- D. Occurrence based commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, products, and completed operations. General liability should include X, C, U (explosion, collapse and underground coverage. The policy shall contain a severability of interest provision, and shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations. Said insurance shall be primary to any insurance maintained by the City and the policies shall contain provisions that provide the insurance is in fact primary.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile liability insurance, including owner, hired, and non-owned vehicles with combined single limits including bodily injury and property damage of \$1,000,000 for each occurrence.

G. Umbrella excess liability including auto, general liability and worker's compensation in the amount of \$1,000,000 over existing primary and over self-insured hazards.

 Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the City.

# 12. INDEPENDENT CONTRACTOR

The Consultant is an Independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the City. As the Consultant is an independent contractor, the City shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing inspection services for the City under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing the Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate

## 13. THIRD PARTY RELIANCE

This agreement is intended for the mutual benefit of the parties hereto and no third party rights are intended or implied.

# 14. OWNERSHIP OF DOCUMENTS

The City shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the City. All such records, documents, notes, data and other materials shall become the exclusive property of the City when the Consultant has been compensated for the same as set forth herein, and the City shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the City will be exported into a CSV file within thirty (30) days of expiration or termination and become property of the City.

The City and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same.

### 15. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

# 16. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws.

Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the City at any time during the term of this Agreement.

# 17. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility.

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009.

Pursuant to O.C.G.A. § 13-10-91 and Rule 300-10-1-.02, Consultant warrants, represents, acknowledges, and agrees that:

- A. Consultant does not knowingly employ an illegal alien;
- B. Consultant has verified or attempted to verify through participation in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "Basic Pilot Program") that Consultant does not employ any illegal aliens. If Consultant is not accepted into the Basic Pilot Program prior to entering into this Agreement, Consultant shall forthwith apply to participate in the Basic Pilot Program and shall submit to the City written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in the Basic Pilot Program, and shall verify such application to the City in writing, every three (3) months until Consultant is accepted or this Agreement is completed, whichever occurs first. This subparagraph c) shall be null and void if the Basic Pilot Program is discontinued;
- C. Consultant shall not use the Basic Pilot Program procedures to undertake pre-employment screening of Job applicants while this Agreement is being performed;

# 18. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, the City shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to City pursuant to this Agreement ("Service Providers"), or who interacted with City in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

#### 19. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-pald, first class United States Mail, addressed as follows:

If to the City:	
Al Grieshaber, City Manager 123 LaGrange Street Grantville, Ga 30220 Newnan, GA 30263 Email: agrieshaber@grantvillega.org	If to the Consultant:  Greg Toth, Executive VP Business Development SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: gtoth@safebuilt.com

## 20. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

### 21. GOVERNING LAW

This Agreement shall be construed under and governed by the laws of the State of Georgia and all services to be provided will be provided in accordance with applicable federal, state and local law. Any and all disputes arising out of or in any way related to this Agreement not resolved by mediation shall be submitted to the State or Superior Court of Georgia and the parties expressly consent to jurisdiction and venue therein. This Agreement constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

## 22. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated

Signature

Name: Doug Jeroe

Title: Doug Jeroe

Name: CFO

# EXHIBIT A - LIST OF SERVICES

## LIST OF SERVICES

# Building, Plumbing, Mechanical, and Electrical Inspection Services

Our inspection staff recognize that an educational, informative approach is the most effective way to improve the customer's experience. They will provide on-site consultations to citizens and contractors as part of their responsibility. They will also be a resource to other departments to provide feedback on important community highlighted issues. Responsibilities include:

- Provide Field inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- Provide written inspection results to the City
- Enter results of inspections into Meritage system if request by City
- Provide consultation to the permit holder during scheduled inspections if requested
- Discuss inspection results with contractor, owner, and City staff
- As needed, issue stop-work notices for non-conforming activities

## **Building Official Services**

- Resource for Consultant team members, Municipal staff, and applicants
- Help guide citizens through the complexities of the codes
- Monitor changes to the codes including state or local requirements
- Oversee our quality assurance program and ensure performance measurements are met.
- Manage and help administer the department and report to the Municipalities designated official
- Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- Make recommendations regarding local amendments
- Coordinate with other Municipal departments
- Conduct unsafe building evaluations as requested and provide a report
- Attend staff and council meetings as required and agreed upon
- Responsible for reporting for the Municipality frequency and content to be mutually agreed upon
- Responsible for client and applicant satisfaction
- Contact for the Municipality

# Professional Plan Review Services

Perform plan review on building projects in the Municipality. These include, single-family residential construction; basement finish projects; pools; new commercial buildings; tenant improvements in existing commercial buildings; decks, porches, carports and garages; pole barns and agriculture buildings; and existing home upgrades and remodels.

- Provide plan review services electronically or in the traditional paper format
- Review all plans, ensuring they meet the adopted building codes and local amendments
- Be a resource to applicants on submittal requirements and be available throughout the process
- Work with other departments on the concurrent review process
- Be available for pre-submittal meetings as warranted
- Be a resource for team members and provide support to field inspectors as questions arise in the
- Determine type of construction, use, and occupancy classification and determine plans comply with applicable codes and ordinances
- Coordinate plan review tracking, reporting, and interaction with applicable departments
- Provide feedback to keep plan review process on schedule
- Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices

Return a set of finalized plans and all supporting documentation

 Provide ongoing support including review of all plans/plan revisions and be available to the applicant after the review is complete

# 2. ADDITIONAL SERVICE OPTIONS

- Meritage Systems (Permitting Software)
  - Consultant will provide if requested by the City
  - Implement this web-based permitting software
  - Allows for electronic workflow tracking and monitoring
  - Allows for separate signoff capability
  - Web-based access by multiple departments external and internal

Meritage Systems Pricing

Meritage Modules	One Time Setup & T	raining Monthly Licensing & Support
and a variant	\$1500.00	\$150.00 monthly – up to 9 users
Contractor Connect Online (browser-based online permitting)	\$1000.00	\$ 50.00 monthly
Contractor/Citizen Connect Mobile (apps for iOS/Android - optional addition to browser-based version)	\$500.00	\$100.00 monthly

# 3. TIME OF PERFORMANCE

Consultant will perform Services commencing upon execution of the agreement.

- ✓ All Services will be performed during normal business hours
- ✓ Monday through Friday
- 8:00 a.m. 5:00 p.m., excluding City holidays
- ✓ Plan Review Time Frames:

PlanReview Type,	First Comments	Second Comments
Residential projects	5 working days or less	5 working days or less
Multi-family projects	10 working days or less	5 working days or less
Small commercial projects (Less than \$2M in valuation)	15 working days or less	5 working days or less
Large commercial projects (Greater than \$2M in valuation)	20 working days or less	10 working days or less

Deliverable	Detail	Benefit This allows
	A.OO man and the m	inis gives contractors confidence that their projects can
PRE-SUBMITTAL	We offer pre-submittal meetings to	remain on schedule and is reported against regularly.
MEETINGS	applicants at no charge:- as required	and saves time and effort further down the process.

their opinions but it also provides excellent insight into what is working well and what we can do better going forward. We will report on the results of this feedback regularly.
CCU

# EXHIBIT B - FEE SCHEDULE FOR SERVICES

#### **FEE STRUCTURE**

Consultant fees for Inspection and Plan Review Services provided pursuant to this Agreement will be as

\$85.00 per hour; minimum charge of 30 minutes - flat rate with no additional charges for travel reimbursement requirements

Consultant fees for Building Official Services provided pursuant to this Agreement will be as follows:

\$110.00 per hour; minimum charge of 30 minutes – flat rate with no additional charges for travel reimbursement requirements

Consultant will provide wages, benefits, vehicles, laptops, iPads, and cell phones for Consultant employees providing services to the City.

## 2. **INVOICE MILESTONES**

Consultant will invoice the City on a monthly basis and provide all supporting documentation. All payments are due to Consultant within 30 days of involce date. The City may request additional information before accepting the invoice. When additional information is requested the City will identify specific item(s) that are in dispute and giving specific reasons for any request for information. If additional information is requested, City will submit payment within thirty (30) days of resolution.