

**CITY OF GRANTVILLE  
CITY COUNCIL MEETING AGENDA  
MONDAY, MARCH 28, 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**

**Approval of Minutes**            **City Council Work Session Minutes February 14, 2022**  
   **City Council Minutes February 28, 2022**  
   **City Council Work Session Minutes March 14, 2022**

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

**Discussion/Decision: Vacancy on the City Council Post 4**

**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**

**CITY OF GRANTVILLE**  
**CITY COUNCIL WORK SESSION MEETING draft MINUTES**  
**MONDAY, FEBRUARY 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#**

**The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell. Invocation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance**

**Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, and Alan Wacaser. Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment Regarding Agenda Items – comments made by Jeff Mansour, Rochelle Jabaley, Scott Dix, Manny Singh, Sam Deusch, Dirk Harker, and Janice Faircloth**

**Approval of Agenda** Approved as Amended to delete Film Permit Fees Discussion from Agenda: Sells//Wacaser: 4-0

**The following items were discussed at length by the City Council:**

Discussion/Decision on Planning Commission Recommendation to Deny the Rezoning of Coweta County Tax Parcels G08 2247 001 and G08 2247 011 (125.273 acres) 101 Lowery Road to Light Industrial (LM)

- a. Character Area/Future Land Use Map of subject site designated as Industrial
- b. Calico Park Development Possibilities
- c. Calico Park Industrial Development Economic Impact Study
- d. Calico Park DRI #3490 Transportation Analysis
- e. GRTA Notice of Decision Calico Park DRI #3490
- f. Mayor Angelyne Butler Letter of Recommendation

Public Hearing will be held on February 28, 2022 at 6:30 p.m. Presentation by Robinson Weeks Calico Park Developers

Discussion/Decision Special Event Permit and Film Permit Applications by Frequent Productions LLC Marvel Studios – Ryan Schaetzle, Location Manager  
Prep: May 2-13; Film: May 16-20; Wrap Up: May 23-June 3, 2022

Discussion/Decision on Mobile Food Service Units: Food Trucks

Discussion/Decision on Proposal from Environmental Management Services, Inc. for the Operations and Maintenance of the Wastewater and Water Utilities commencing March 1, 2022 through February 1, 2024

Discussion/Decision on 2022 LMIG project; Staff recommendation is Griffin Street

Discussion/Decision on the Installation of Three (3) 20' x 20' Pavilions: Two (2) at the Grantville Park Complex and one (1) at the Griffin Street Park Complex

Discussion/Decision on Sewer Fund Refunds for those residents on Septic Tanks

First Reading: Ordinance Number 2022-02 to Rezone Coweta County Tax Parcels G08 2247 001 and G08 2247 011 (125.273 acres) 101 Lowery Road to Light Industrial (LM) **(no action required)**

Second Reading: Ordinance Number 2022-01 to Amend the Zoning Ordinance: Text Amendment to Allow for the Operation of Tattoo Shops in the General Commercial Zoning District with a Special Use Permit **(no action required)**

**PUBLIC HEARING:**

Special Use Permit Application by Russell Knight/Doug Frost to operate a Tattoo Parlor at 16 Main Street, Suite D located in the Commercial Residential (CR) Zoning District **(The Public Hearing will be held February 28, 2022 - no action required)**

Discussion/Decision on Planning Commission Recommendation to Approve the Special Use Permit Application by Russell Knight/Doug Frost to operate a Tattoo Parlor at 16 Main Street, Suite D located in the Commercial Residential (CR) Zoning District **(no action required – contingent on approval of Ordinance 2022-01 vote to take place February 28, 2022)**

**Citizen Comments – Rochelle Jabaley asked for City Engineer and Zoning Administrator, Brennan Jones to be present at the next meeting.**

**Announcements by City Manager: Broadband projects by Comcast and Diverse Power/Kudzu Networks to begin this year. Dress Rehearsal for TCP film to take place February 18, 2022 downtown with street closures temporary. We have been notified of a drinking water violation and customers will be notified if confirmed. The full city Historic Resource Survey will begin February 28, 2022 by the firm, Lord Aeck Sargent.**

**City Council and Staff Comments**

**Adjournment: Hines/Evans 8:18 p.m.**



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MONDAY, FEBRUARY 28, 2022 AT 6:30 P.M.  
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The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell. Invocation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance

**Present:** Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, Casey Evans, and Alan Wacaser. Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins

**Citizen Comment Regarding Agenda Items – James Berry re: sewer refunds. (Comments on rezoning will be held during the Public Hearing)**

**Approval of Agenda Wacaser/Hines: 4-0**

**Approval of Minutes : City Council Work Session Minutes January 10, 2022; City Council Meeting Minutes January 24, 2022 Approved Wacaser/Evans: 4-0**

**PUBLIC HEARING:**

**Planning Commission Recommendation to Deny the Rezoning of Coweta County Tax Parcels G08 2247 001 and G08 2247 011 (125.273 acres) 101 Lowery Road to Light Industrial (LM) Councilmember Wacaser motioned to open hearing at 6:40 p.m. seconded by Sells: 4-0 Those in favor and those opposed were allowed up to 10 minutes speaking time each. Tyler Jones from Robinson Weeks developers spoke in favor of Rezoning 101 Lowery Road**

Presentation by Robinson Weeks Developers

- a. Character Area/Future Land Use Map of subject site designated as Industrial
- b. Calico Park Development Possibilities
- c. Calico Park Industrial Development Economic Impact Study
- d. Calico Park DRI #3490 Transportation Analysis
- e. GRTA Notice of Decision Calico Park DRI #3490
- f. Mayor Angelyne Butler Letter of Recommendation
- g. Site Plan
- h. Traffic Count

**Coweta Commissioner Tim Lassetter spoke for those opposed. Motion to close public hearing at 7:04 p.m. by Wacaser/Sells: 4-0**

**PUBLIC HEARING:**

**Special Use Permit Application by Russell Knight/Doug Frost to operate a Tattoo Parlor at 16 Main Street, Suite D located in the Commercial Residential (CR) Zoning District**

The Public Hearing was opened at 7:05 p.m. Russell Knight spoke in favor of approval of the application for Special Use Permit to operate a Tattoo Parlor. No one opposed. The hearing was closed at 7:07 p.m on motion by Hines/Wacaser: 4-0

Discussion/Decision Special Event Permit and Film Permit Applications by Frequent Productions LLC Marvel Studios – Ryan Schaetzle, Location Manager. Prep: May 2-13; Film: May 16-20; Wrap Up: May 23-June 3, 2022  
**Motion to approve: Sells/Evans: 4-0**

Discussion/Decision on Special Event Permit Application by Grantville Branch Library for Read Across America Day on March 2, 2022 from 2 p.m. to 6 p.m. at Main Street Park **Motion to approve: Evans/Hines: 4-0**

**City of Grantville City Council Minutes**  
**February 28, 2022**  
**Page 2**

Discussion/Decision on Proposal from Environmental Management Services, Inc. for the Operations and Maintenance of the Wastewater and Water Utilities commencing March 1, 2022 through February 1, 2024 **Motion to approve by Sells/Wacaser: 4-0**

Discussion/Decision on 2022 LMIG project to be designated as Griffin Street **City Engineer Brennan Jones recommended using two cycles of LMIG money 2022 and 2023 for milling patching and resurfacing Griffin Street at an estimate of \$389,564. Lagrange Street also needs the same work. Motion to approve Sells/Hines: 4-0**

Discussion/Decision on Sewer Fund Refunds for those residents on Septic Tanks: **Tabled**

First Reading: Ordinance Number 2022-02 to Rezone Coweta County Tax Parcels G08 2247 001 and G08 2247 011 (125.273 acres) 101 Lowery Road to Light Industrial (LM) **Motion by Sells/Hines to Deny Rezoning: 3-1 Evans opposed.**

Second Reading: Ordinance Number 2022-01 to Amend the Zoning Ordinance: Text Amendment to Allow for the Operation of Tattoo Shops in the General Commercial Zoning District with a Special Use Permit **Approved Sells/Evans: 4-0**

Discussion/Decision on Planning Commission Recommendation to Approve the Special Use Permit Application by Russell Knight/Doug Frost to operate a Tattoo Parlor at 16 Main Street, Suite D located in the Commercial Residential (CR) Zoning District **Motion to approve with conditions on operating hours/days and in compliance with State/County regulations: Evans/Sells: 4-0**

**Qualifying for election to the office of Mayor and Councilmember Posts 1 & 2 will be held at City Hall, 123 Lagrange Street, Grantville, Georgia beginning on Monday, March 7, 2022, and ending on Wednesday, March 9, 2022. The hours for qualifying each day will be from 8:30 a.m. until 4:30 p.m. The General Election will be held on Tuesday, November 8, 2022.**

**Citizen Comments – Jon McIntyre, Brandon McDowell, Dee Berry**

**City Council and Staff Comments – Councilmember Wacase stated that he was resigning effective immediately due to the position creating conflicts with his business operations**

**Adjournment at 8:33 p.m. Hines/Evans: 4-0**

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**The meeting was called to order at 6:30 p.m. by Mayor Doug Jewell. Invocation was offered by Mr. Rodney Mowery, followed by the Pledge of Allegiance**

**Present: Mayor Doug Jewell, Councilmembers Jim Sells, Ruby Hines, and Casey Evans  
Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment Regarding Agenda Items** – Dee Berry requesting her appointment to Council Post 4 vacancy (see attached)

**Approval of Agenda** – Hines/Evans: 3-0

**The following items were discussed by the City Council:**

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** – Leona Farmer, Wendell Bryant and John Baker

**City Council and Staff Comments**

**Adjournment at 7:20 p.m. by motion Sells/Evans: 3-0**



Dee Berry <dee@latimore.com>

3/8/2022 10:58 PM

## Vacancy - Council seat

To Doug Jewel <roller126@yahoo.com> • caseyhouston@att.net <caseyhouston@att.net> •  
Ruby Hines <rubyhines@aol.com> • jimsells5@gmail.com <jimsells5@gmail.com>

Honorable Mayor and Council Members,

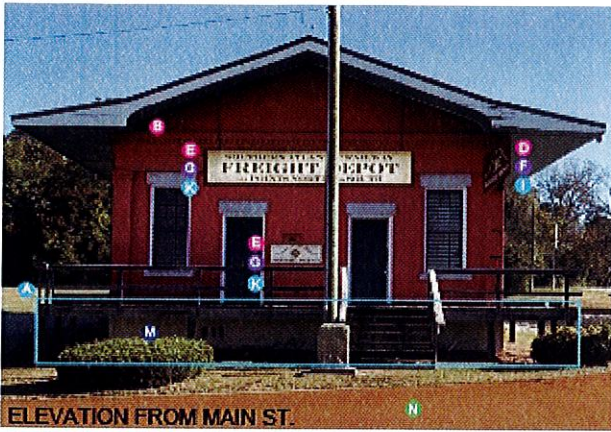
I am sending this email to solicit your vote for my appointment to the vacant seat on the City Council created by the resignation of Council Member Alan Wacaser at the meeting of February 28, 2022.

As most of you are aware, I have been active in the community for many years, contributed numerous volunteer hours, worked with the youth, and ran for election to Grantville public office. If appointed to the vacant seat, I pledge to serve with integrity, dedication and honesty and to always keep in mind the importance of the City Council's decisions that affect the entire community.

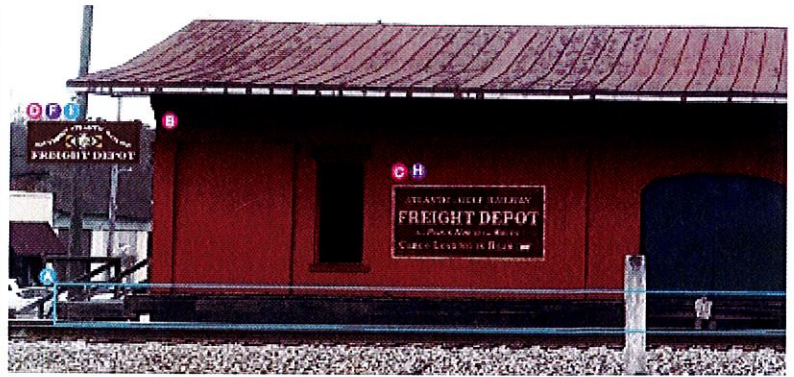
I look forward to serving on the City Council, and I am aware there are other qualified persons also interested. In the event that the City Council decides to appoint another individual or to leave the seat temporarily vacant, please let me know as soon as possible. I am willing to continue serving the community and will look forward to soliciting the votes of Grantville residents for election on November 8, 2022.

Thanks so much for your consideration!

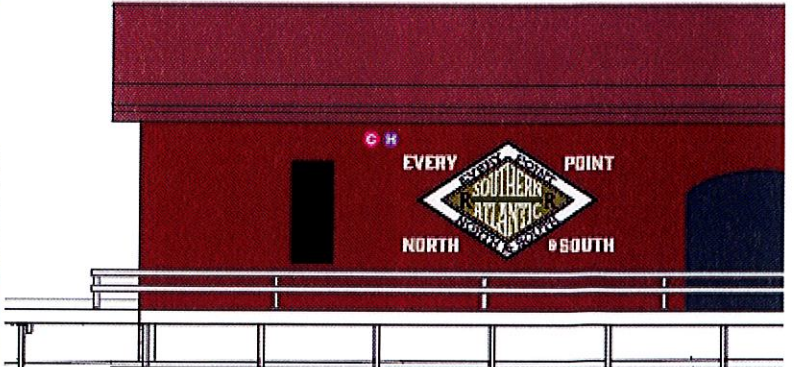
Respectfully,  
Dee L. Berry  
678-621-3355



ELEVATION FROM MAIN ST.



ELEVATION FROM TRAIN TRACKS



ELEVATION FROM GREEN SQUARE

**CONSTRUCTION**

- ⓐ POSSIBLE SHORE UP EXISTING POPEY PLATFORM FOR SAFETY
- ⓑ INSTALL PLANT ON SIGN AT FRONT
- ⓒ INSTALL (1) PLANT ON SIGN AT REAR
- ⓓ INSTALL (2) PLANT ON SIGN AT FRONT

**PAINT**

- ⓔ PAINT THE BRICK ON ALL SIDES TO BRICK RED
- ⓕ (2) PAINT ON WOOD
- ⓖ PAINT (1) OUTRIGGER SIGN
- ⓗ PREP (2) PLANT ON SIGN ON WOOD

**NOTE:**  
PAINT OUT PERIOD CORRECT BEFORE LIGHTING OF FACADE

**GRAPHICS**

- ⓓ GRAPHIC FOR (1) OUTRIGGER SIGN ON WOOD
- ⓔ GRAPHICS FOR (3) PLANT ON SIGNS ON WOOD
- ⓕ GRAPHICS FOR (2) PAINT ON SIGNS

**SET DEC**

- ⓖ STRIKE PERIOD-INCORRECT BINS, ETC

	SET #:	112	SET NAME:	EXT. BACKCOUNTRY TOWN - FACADES	SU
	LOCATION:	1 Grant Street Grantville, GA 30220	DRAWING TITLE:	WORK SCOPE	



**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 BUILDING 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**

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.

**First Reading:** \_\_\_\_\_

SO ORDAINED in lawfully assembled open session this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

Attest: \_\_\_\_\_  
Clerk

file - Safebuilt

THE CITY OF GRANTVILLE, GEORGIA

RESOLUTION NO. 2016-05  
BEFORE THE CITY COUNCIL

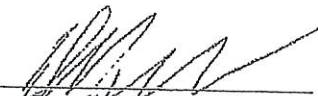
A RESOLUTION OF THE CITY OF GRANTVILLE  
APPROVING A PROFESSIONAL SERVICES AGREEMENT  
WITH SAFEbuilt GEORGIA LLC

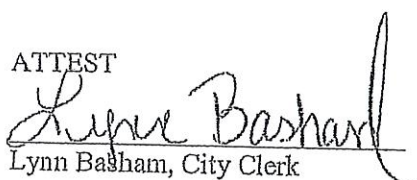
WHEREAS, one of the corporate powers of the city is to establish minimum standards for and to regulate building construction and repair; electrical wiring and equipment; gas installation and equipment; plumbing; and housing for the health, sanitation, cleanliness and safety of the inhabitants of the 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 13<sup>th</sup> day of June, 2016.

  
Doug Jewell, Mayor

ATTEST  
  
Lynn Basham, City Clerk

Approved as to form

\_\_\_\_\_  
S. Mark Mitchell, City Attorney

9 Resolutions  
CC @ gen files  
③ safebuilt  
④ permit files



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

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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:

1. 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.
2. 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.
7. CITY OBLIGATIONS  
The City shall timely provide all data information, plans, specification and other documentation required by Consultant to perform Services.

Exhibit A

8. 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.
- H. 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 amenities of such employment.

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-paid, first class United States Mail, addressed as follows:

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

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.

Grantville, Georgia

Signature

Name: Doug Jewell

Title: Mayor

Date: June 13, 2016

SAFEbuilt Georgia, LLC

Signature

Name: Karen Mack

Title: CFO

Date: 06 / 30 / 16



## EXHIBIT A -- LIST OF SERVICES

### 1. 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 field
- 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 & Training	Monthly Licensing & Support
Permitting System	\$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:

Plan Review 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
INSPECTION SERVICES	We will perform inspections called in by 4:00 pm on the next business day	This gives contractors confidence that their projects can remain on schedule and is reported against regularly.
PRE-SUBMITTAL MEETINGS	We offer pre-submittal meetings to applicants at no charge – as required	This is a great tool to get projects kicked off properly and saves time and effort further down the process.

APPLICANT SATISFACTION	We will put a survey in place that allows applicants to provide feedback on their experience throughout the process.	This not only provides an outlet for citizens to voice 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.
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**EXHIBIT B – FEE SCHEDULE FOR SERVICES**

1. FEE STRUCTURE

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

- ✓ \$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 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.



# THE CITY OF GRANTVILLE, GEORGIA

## ORDINANCE NO. 2021-02 BEFORE THE CITY COUNCIL

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### AN ORDINANCE TO RESTATE AND AMEND SECTION 11-21 SCOPE OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE

#### Section 11-21 Scope – State Minimum Standard Codes

- (a) Unless otherwise provided for by subsequent ordinance or another provision of this Code of Ordinances, the city hereby adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the state minimum standard codes enumerated in O.C.G.A. §8-2-20(9)(B), as adopted and amended by the Department of Community Affairs.
  - (1) International Building code (ICC)
  - (2) International Residential Code for One and Two-Family Dwellings (ICC)
  - (3) National Electrical Code (NFPA)
  - (4) International Fuel Gas Code (ICC)
  - (5) International Mechanical Code (ICC)
  - (6) International Plumbing Code (ICC)
  - (7) International Energy Code Conservation Code (ICC)
  - (8) International Fire Code (ICC)
  - (9) International Swimming Pool and Spa Code (ICC)
- (b) Additionally, pursuant to O.C.G.A. §8-2-25, the city adopts and incorporates by reference, as fully as if set forth verbatim, the latest editions of the following codes:
  - a. International Property Maintenance Code (ICC)
  - b. Standard Housing Code (SBCCI)
  - c. Standard Swimming Pool Code (SBCCI)
- (c) If any of the publications listed in subsection (a) of this section are adopted as a state minimum code pursuant to O.C.G.A. §8-2-20 et seq., then the edition adopted by the state shall control. If any of the publications listed in subsection (a) of this section are less stringent than the state minimum codes promulgated pursuant to O.C.G.A. §8-2-20 et seq., then the state minimum code shall control.
- (d) The codes referenced in subsection (b) of this section shall mean the current edition of such codes as approved by the Georgia Department




of Community Affairs and shall include any amendments promulgated by the Georgia Department of Community Affairs.

- (e) The codes referenced in subsection (a) and (b) of the section shall be enforced by the City Manager, his designated representatives (Building Official and Code Enforcement Officer) or designee(s) thereof in accordance with the procedures hereinafter set forth.
- (f) A copy of each of the publications/ codes listed in subsection (a) and (b) are filed in the City Clerk's office and available for review by the public. The publications/ codes in subsections (a) and (b) are approved, adopted and incorporated by reference as fully as if set forth verbatim, and from the date on which this ordinance shall take effects the provisions thereof shall be controlling within the City.

Any and all ordinances or parts of ordinances in conflict are repealed.

First Reading: April 26, 2021

**SO ORDAINED** in lawful open session, this 28<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
Doug Jewell  
Mayor

Attest:

  
\_\_\_\_\_  
Roberta Higgins  
City Clerk

Approved Wacaser/Sells: 3-1  
Hines opposed



**COWETA COUNTY**  
BOARD OF COMMISSIONERS

**Chairman Bob Blackburn**, District 3  
**Paul Poole**, District 1  
**Tim Lassetter**, District 2  
**John Reidelbach**, District 4  
**Al Smith**, District 5  
**Michael D. Fouts**, County Administrator

March 24, 2022

Mayor Doug Jewell  
City of Grantville  
P.O. Box 160  
Grantville, Georgia 30220

Re: Renegotiation of Local Option Sales Tax Distribution/**MEETING DATE CORRECTION**

Dear Mayor Jewell:

In accordance with O.C.G.A. § 48-8-89, counties and cities are required to periodically renegotiate the distribution of revenues from the local option sales tax (LOST). Renegotiation must take place no later than the second year following the year in which the census is conducted. Failure to file a new distribution certificate with the Commissioner of the Georgia Department of Revenue by December 31, 2022, will result in the repeal of the LOST levy for Coweta County and each participating municipality.

In particular, O.C.G.A. § 48-8-89 (d)(2) states that "The eligible political subdivisions shall commence renegotiations at the call of the county governing authority..." made before July 1<sup>st</sup>. It is the responsibility of the county governing authority to issue the call for LOST renegotiations and to notify the Commissioner of the Georgia Department of Revenue that the renegotiation has been initiated. Pursuant to the call, the renegotiation process as required by O.C.G.A. § 48-8-89(d) shall commence **June 15, 2022**, at a joint meeting between Coweta County and the participating municipalities.

This initial meeting will be held on **Wednesday, June 15, 2022, at 6:00 p.m.** in the Commission Chambers located at 37 Perry Street, Newnan. At this meeting, the negotiation process, the distribution structure, and the Intergovernmental Agreement (IGA) will be discussed. This notice is being sent to the mayors of Chattahoochee Hills, Grantville, Haralson, Moreland, Newnan, Palmetto, Senoia, Sharpsburg, and Turin issuing the call for renegotiation so that all cities and towns can be present at the meeting. In addition, by copy of each letter, the Commissioner of the Georgia Department of Revenue is hereby notified that the LOST renegotiation process for Coweta County will commence **June 15, 2022**.

If you have any questions, please contact the County Administrator at 770.254.2601 or via email at [mfouts@coweta.ga.us](mailto:mfouts@coweta.ga.us).

Sincerely,

Bob Blackburn, Chairman

cc: Al Grieshaber, City Manager, Grantville  
Robyn Crittenden, Commissioner, Georgia Department of Revenue