

**CITY OF GRANTVILLE, GEORGIA  
CITY COUNCIL MEETING AGENDA**

**MONDAY, FEBRUARY 27, 2023 AT 6:30 P.M.**

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

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

**Call to Order, Invocation and Pledge of Allegiance**

**Citizen Comment on Agenda Item**

**Approval of Agenda**

**Approval of Minutes: City Council Regular Meeting Minutes January 23, 2023  
City Council Work Session Meeting Minutes February 13, 2023**

Second Reading Ordinance Number 2023-01: Amending Chapter 2; Article VII Section 2-162 of the Code of Ordinances of the City of Grantville to Establish the Number of Board Members of the Recreation Advisory Board

Second Reading Ordinance Number 2023-02: Amending Chapter 55, Article I, Section 5-2 of the Code of Ordinances of the City of Grantville to Remove the Prohibition against Possession of Alcoholic Beverages on City Property

Second Reading Ordinance Number 2023-03: Amending Chapter 35, Article V, Section 35-158 of the Code of Ordinances of the City of Grantville to Remove the Set Fee Structure for the use of City Streets, Sidewalks and Facilities by Movie, TV, Advertising and /or Production companies.

Second Reading of Ordinance Number 2023-04: Amending Chapter 35, Article II, Section 35-21 of the Code of Ordinances of the City of Grantville to Remove the Prohibition against Carrying, Possessing or Drinking Alcoholic Beverages in City Parks and to Add the Prohibition of Glass Containers in City Parks

First Reading Ordinance Number 2023-07 to Amend Chapter 20 Terms of Office of Historic Preservation Commission and other purposes.

Discussion/Decision on Resolution Number 2023-02 to Implement a Leak Protection Program for Water Customers

Discussion/Decision on Resolution Number 2023-03 Creating a new Position of Supervisor of Parks, Recreation and Special Event Activities

**CITY OF GRANTVILLE, GEORGIA**  
**CITY COUNCIL WORK SESSION MEETING MINUTES**  
**MONDAY, FEBRUARY 13, 2023 AT 6:30 P.M.**

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Discussion/Decision on Resolution Number 2023-04 to Approve and Adopt Rate/Fee Schedule for City Services

Discussion/Decision on appointment of Ashley Matthews and Ralph Montonaro to the Historic Preservation Commission

Discussion/Decision on appointment of Dustin Mitcho to the Parks and Recreation Advisory Board

Discussion/Decision on the Purchase of a Morbark 1215 Eeger Beaver Chipper For \$45,199 (SPLOST funds)

Discussion/Decision on Purchase of Replacement of Six (6) Existing Fire Hydrants \$41,938 (SPLOST funds)

Discussion/Decision on Application by West Georgia RESA for Directional Sign Variance for 99 Brown School Drive

Discussion/Decision on Amendment One to the Professional Services Agreement dated June 30, 2016 with SAFEbuilt Georgia, LLC

Discussion/Decision on the Amendment of Contract Agreement for Solid Waste Collection, Transportation and Disposal dated October 23, 2012 between the City of Grantville and GFL Environmental to be effective March 1, 2023

Discussion/Decision on Contract with Vanasse Hangen Brustlin (VHB) for Long Term Water Quality and Biological and Habitat Monitoring for 2023-2024 Total Cost \$35,972

Discussion/Decision on the Application for a Special Event Permit requested by Mayor Proctor for Grantville Spring Fest which will take place on April 8, 2023 from 8 a.m. to 4 p.m. in Downtown beginning with the Inaugural Grantville 5K Run, Annual Easter Egg Hunt at the Ballfields, concluding with Food Trucks on Main

**Announcements: The Rural Business Development Grant Application was submitted to the USDA Area Specialist on February 22, 2023. The Community Cleanup Day scheduled for March 11, 2023 is being postponed to a later date to be announced.**

**Citizen Comments: Shelly Smith, Grantville Kiwanis**

**City Council and Staff Comments**

**Adjournment**

**CITY OF GRANTVILLE, GEORGIA**  
**CITY COUNCIL MEETING MINUTES**  
**MONDAY, JANUARY 23, 2023, AT 6:30 P.M.**

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

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

Mayor Proctor called the meeting to Order at 6:30 p.m. Councilmember Berry led the Invocation followed by the Pledge of Allegiance

Present: Mayor Richard Proctor, Councilmembers Dee Berry, David Clark, Casey Evans, and Alan Wacaser

Also Present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Robi Higgins

Citizen Comment Regarding Agenda Items - None

Approval of Agenda: Wacaser/Evans: 4-0

Approval of Minutes City Council Meeting Minutes December 19, 2022

City Council Work Session Meeting Minutes January 9, 2023

Approved Wacaser/Clark: 4-0

EXECUTIVE SESSION – PENDING LITIGATION JAVIER GARCIA, PLAINTIFF-APPELLEE, V. DAVID RILEY, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS A FORMER CITY COUNCIL MEMBER, DOUGLAS JEWELL, INDIVIDUALLY AND IN HIS OFFICIAL CAPACITY AS MAYOR OF THE CITY OF GRANTVILLE, DEFENDANTS-APPELLANTS, CITY OF GRANTVILLE, GEORGIA, DEFENDANT

Motion to enter Executive Session at 6:32 p.m. Evans/Clark: 4-0

Motion to reconvene: Clark/ Evans 4-0

ELECTION OF MAYOR PRO TEM: by majority vote Casey Evans, Mayor Pro Tem for 2023

DISCUSSION/DECISION ON LETTER AGREEMENT: MEAG POWER SALE OF EXCESS CAPACITY TO THE CITY OF GRANTVILLE ON BEHALF OF THE CITY OF CALHOUN AND AUTHORIZATION FOR MAYOR TO SIGN

Motion made by Wacaser/Clark: 4-0

DISCUSSION/DECISION APPROVAL OF THE EMERGENCY PURCHASE OF AN ALTEC AT40G BUCKET TRUCK AND AUTHORIZATION FOR THE CITY MANAGER TO SIGN THE CHECK (COST: \$127,500.00 – MUNICIPAL COMPETITIVE TRUST MONIES ARE AVAILABLE)

Motion to purchase bucket truck Evan/Clark: 4-0

**DISCUSSION/DECISION ON RESOLUTION NUMBER 2023-01 APPROVING SUBMISSION OF AN APPLICATION TO THE USDA 2023-2024 RURAL BUSINESS DEVELOPMENT GRANT PROGRAM TO RENOVATE THE FREIGHT DEPOT INTO A MULTI-FUNCTIONAL COMMUNITY CENTER/EVENT CENTER/FOOD PANTRY**

**Motion made by Wacaser/Clark: Berry Abstained 3-0**

**FIRST READING ORDINANCE NUMBER 2023-01: AMENDING CHAPTER 2; ARTICLE VII SECTION 2-162 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO ESTABLISH THE NUMBER OF BOARD MEMBERS OF THE RECREATION ADVISORY BOARD. (NO ACTION NECESSARY)**

**FIRST READING ORDINANCE NUMBER 2023-02: AMENDING CHAPTER 55, ARTICLE I, SECTION 5-2 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE PROHIBITION AGAINST POSSESSION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY. (NO ACTION NECESSARY)**

**FIRST READING ORDINANCE NUMBER 2023-03: AMENDING CHAPTER 35, ARTICLE V, SECTION 35-158 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE SET FEE STRUCTURE FOR THE USE OF CITY STREETS, SIDEWALKS AND FACILITIES BY MOVIE, TV, ADVERTISING AND /OR PRODUCTION COMPANIES. (NO ACTION NECESSARY)**

**FIRST READING OF ORDINANCE NUMBER 2023-04: AMENDING CHAPTER 35, ARTICLE II, SECTION 35-21 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE PROHIBITION AGAINST CARRYING, POSSESSING OR DRINKING ALCOHOLIC BEVERAGES IN CITY PARKS AND TO ADD THE PROHIBITION OF GLASS CONTAINERS IN CITY PARKS. (NO ACTION NECESSARY)**

**SECOND READING ORDINANCE NO. 2022-09: GEORGIA MUNICIPAL EMPLOYEE BENEFIT SYSTEM - DEFINED BENEFIT RETIREMENT PLAN AMENDMENT**

**Motion to Approve Evans/Wacaser: 4-0**

**CITIZEN COMMENTS- None**

**CITY COUNCIL AND STAFF COMMENTS**

**ADJOURNMENT AT 7:09 Evans/Clark 4-0**

**CITY OF GRANTVILLE, GEORGIA**  
**CITY COUNCIL WORK SESSION MEETING MINUTES**  
**MONDAY, FEBRUARY 13, 2023 AT 6:30 P.M.**

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

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

**Mayor Proctor called the meeting to order at 6:30 pm followed by the Invocation and Pledge of Allegiance**

**Present: Mayor Richard Proctor, Councilmembers Dee Berry, David Clark, Casey Evans, and Alan Wacaser. Also present: City Manager Al Grieshaber, City Attorney Mark Mitchell, and City Clerk Roberta Higgins**

**Citizen Comment: Dustin Micho re: Parks and Recreation activities and events status update**

**Approval of Agenda:** Agenda amended to delete First Reading Ordinance 2023-05 and to combine First Reading Ordinance 2023-06 change and incorporate into Ordinance 2023-01 changes to the Recreation Advisory Board membership. Approved as amended by motion Evans/Clark: 4-0

**Council discussed the following items:**

Second Reading Ordinance Number 2023-01: Amending Chapter 2; Article VII Section 2-162 of the Code of Ordinances of the City of Grantville to Establish the Number of Board Members of the Recreation Advisory Board

Second Reading Ordinance Number 2023-02: Amending Chapter 55, Article I, Section 5-2 of the Code of Ordinances of the City of Grantville to Remove the Prohibition against Possession of Alcoholic Beverages on City Property

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First Reading Ordinance Number 2023-07 to Amend Chapter 20 Terms of Office of Historic Preservation Commission and other purposes.

Discussion/Decision on Resolution Number 2023-02 to Implement a Leak Protection Program for Water Customers



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**Announcement of Community Cleanup Day March 11, 2023 from 10 a.m. to 2 p.m.**

**Citizen Comments: Dustin Mitcho re: Parks and Recreation supervisor; Sean North re: influence of Recreation activities benefitting youth in the community.**

**City Council Comment: Councilmember Dee Berry submitted an Administrative Committee Meeting Report for the record (attached).**

**Adjournment at 7:38 p.m. by motion Clark/Evans: 4-0**

City of Grantville, GA  
Administrative Committee

Minutes  
Tuesday, January 17, 2023, 6:30Po  
(not held on 3rd Monday schedule which is holiday, MLK Day)

A. Roll Call - after waiting briefly for arrival of committee members, Chairperson Berry called the Roll @ 6:40 pm.

Present: Councilmember Berry Excused: Councilmember Evans Absent: Councilmember Clark

B. Invocation - none

C. Pledge of Allegiance: - none

D. Approval of Agenda - none

E. Unfinished Business - none scheduled

F. New Business - No action due to lack of quorum

1. Discussion/Recommendation on Rules, Procedures & Training
2. Discussion/Recommendation on Nuisance Ordinanceoffic

G. Citizens Comments

In response to inquiries regarding whether or not the committee members had been notified of the time of the meeting, Chairperson Berry contacted Councilmember Clark on the phone who indicated he was still at work and would not be able to attend the meeting. Councilmember Evans had previously left a message that she would not be able to attend. Chairperson Berry announced that the Schedule of monthly meetings and the Agenda were both processed and posted by the City Clerk's office per the Open Meetings Act.

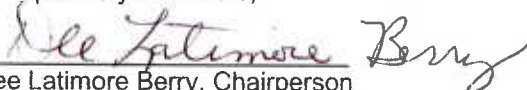
H. Committee Member Comments

1. D. Clark - absent
2. C. Evans - excused
3. D. Berry, Chr. - made announcements - (see attached Minority Report)

I. Staff Comments/Announcements - none

J. Adjournment -Due to lack of a quorum, Chairperson Berry adjourned the meeting approx. 6:45 pm.

Respectfully submitted,

  
Dee Latimore Berry, Chairperson  
City Council Administrative Committee

Attach: (2) pgs

City of Grantville, GA  
Administrative Committee

Attachment to Minutes

Minority Report submitted by  
Dee Latimore Berry, Chairperson  
City Council Administrative Committee

Tuesday, January 17, 2023

F. New Business - no action taken

1. Discussion/Recommendation on Rules, Procedures & Training:

- a) Compensation for Municipal Judge Lisa R. Reeves who administered the Oath of Office of newly-elected officials per Charter section 3.06.(d) Jurisdiction: powers, item (6) See attached Oath Certificate - yet to be completed).
- b) Legal opinion re. Oath of Office - Charter sections 3.09, and Muni Code section 2-172.
- c) Procedures for transparency - posting of all legal notices in three locations: City Hall, Grantville Post Office, Grantville Branch Library.
- d) City officials, officers sign to acknowledge receipt of a copy of the Ethics Policy 2-170, Standards of Conduct 2-173, and Financial Disclosure/Conflict of Interest Policy 2-174.

2. Discussion/Recommendation on Nuisance Ordinance

- a) Review Muni Code section 26-1 - processing of citizens' complaints related to nuisances.

H. Committee Member Comments

3. Dee Berry, Chr - Announcements

- a) The Regular meeting schedule for the City Council Administrative Committee has been posted - 3rd Monday of the month at 6:30 pm, Grantville City Hall Council Chambers
- b) Newly-published book entitled "Better Men" by Steve Quesinberry, former History teacher at Newnan High School, features 23 Coweta County veterans. Three of these heroes highlighted were Grantville residents: Author Hines on page 123, Bobby Freeman on page 189, and Larry Gunnel Pinson on page 289.

Respectfully submitted,



Dee Latimore Berry, Councilmember &  
Chairperson  
City Council Administrative Committee



CITY OF GRANTVILLE, GEORGIA

OATH OF OFFICE

I solemnly swear (or affirm) that I will support the Constitution and will obey the laws of the United States and the State of Georgia; that I will, in all respects, observe the provisions of the Charter and Ordinances of the City of Grantville, and that I will faithfully discharge the duties of the office of Councilmember, which I am qualified to hold according to the Constitution and laws of Georgia.

I swear or affirm that I am not the holder of any unaccounted-for public money due this state or any political subdivision or authority thereof, and that I am not the holder of any office of trust under the government of the United States, or any other state, or any foreign state which I am prohibited from holding by the laws of the State of Georgia.

I swear or affirm that I have been a resident of the City of Grantville for the time required by the Constitution and the laws of this state for election to the office of Councilmember.

THIS 19<sup>th</sup> day of December, 2022.

  
DEE BERRY

ATTEST:

  
CITY CLERK

Mayor,

Listed below is the 2023 schedule for regular meetings of the Administrative Committee. The members of the Committee are in agreement with meeting on the 3rd Monday of the month at 6:30 PM in the Council Chambers at City Hall if the date is not in conflict with regular holidays.

Tuesday, January 17th, 6:30pm (note Monday, 1/16/23 is MLK holiday)  
Tuesday, February 21st, 6:30pm (note Monday, 2/20 is Presidents Day)  
Monday, March 20th, 6:30pm  
Monday, April 17th, 6:30pm  
Monday, May 15th, 6:30pm  
Monday, June 19th, 6:30pm  
Monday, July 17th, 6:30pm  
Monday, August 21st, 6:30pm  
Monday, September 18th, 6:30pm  
Monday, October 16th, 6:30pm  
Monday, November 20th, 6:30pm  
Monday, December 18th, 6:30pm

Requesting that this calendar be duly advertised per Open Meetings Act and posted on City website.

Thanks so much.

Dee Latimore Berry  
Council Member

**ORDINANCE NUMBER 2023-01**

**AN ORDINANCE BY THE MAYOR AND CITY COUNCIL FOR THE CITY OF GRANTVILLE AMENDING CHAPTER 2; ARTICLE VII, SECTION 2-162 TO ESTABLISH THE NUMBER OF BOARD MEMBERS OF THE RECREATION ADVISORY BOARD, THEIR TERMS OF APPOINTMENT; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Mayor and City Council are authorized pursuant to state law to offer and provide parks, open spaces and recreation services for the residents of the City of Grantville; and

**WHEREAS**, the Mayor and City Council desire to provide a means for citizen input into the recreation; and

**WHEREAS**, the Mayor and Council have determined that the appropriate means of accomplishing that purpose is to establish a Parks and Recreation Advisory Board for the City of Grantville composed of five members,

**NOW THEREFORE**, be it ordained by the Mayor and Council of the City of Grantville, Georgia as follows:

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

**ARTICLE VII. RECREATION ADVISORY BOARD**

Section 2-162. Board members: Number, appointment, terms, and compensation.

This Section is amended by deleting Paragraphs (a) and (b)(1) in their entirety and replacing them as follows:

(a) *Number and Appointment.* The Grantville Parks and Recreation Advisory Board shall be composed of five (5) members appointed by the mayor and city council. All members shall reside within the city limits of the City of Grantville. Members shall be citizens who have expressed a readiness to devote time and effort to learning about recreation and cultural art; a willingness to become knowledgeable in the areas of parks and open green spaces that include standards, trends, and new developments and an initiative and ability to plan creatively. In addition, members shall have an open mind, intellectual curiosity, and respect for the opinions of others, and a willingness to improve the City's Park and Recreational services on all levels.

(b) *Terms of Appointment.*

(1) The members shall serve two-year terms. The terms of all current members of the Board shall expire on December 31, 2024.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

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

ORDINANCE NO. 2023- 02

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING CHAPTER 5, ARTICLE I, SECTION 5-2 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE PROHIBITION AGAINST THE POSSESSION OF ALCOHOLIC BEVERAGES ON CITY PROPERTY AND FOR OTHER PURPOSES**

WHEREAS, Section 1.04(i) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, public grounds, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities, and any other public improvements, inside or outside the city, and to regulate the use thereof, for such purposes, property may be taken under the applicable provisions of Title 22 of the O.C.G.A. [O.C.G.A. § 22-1-1 et seq.], as amended, or other applicable public acts,” and

WHEREAS, Section 1.04(l) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To define, regulate and prohibit any acts, practice, conduct, or the use of property, detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, convenience or general welfare of the inhabitants of the city,” and

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to allow the possession and consumption of alcoholic beverages on city property;

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

**ARTICLE I. IN GENERAL**

Section 5-2. Possession of alcoholic beverages on city property.

Section 5-2 is amended by deleting it in its entirety and replacing it as follows:

Section 5-2. Reserved.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

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

ORDINANCE NO. 2023- 03

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING CHAPTER 35, ARTICLE V, SECTION 35-158 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE SET FEE STRUCTURE FOR THE USE OF CITY SREETS AND SIDEWALKS FOR MOVIES, TV AND SIMILAR PRODUCTIONS AND PROVIDE FOR NEGOTIATION OF SUCH FEES AND FOR OTHER PURPSOES**

WHEREAS, Section 1.04(i) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, public grounds, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities, and any other public improvements, inside or outside the city, and to regulate the use thereof, for such purposes, property may be taken under the applicable provisions of Title 22 of the O.C.G.A. [O.C.G.A. § 22-1-1 et seq.], as amended, or other applicable public acts,” and

WHEREAS, Section 1.04(l) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To define, regulate and prohibit any acts, practice, conduct, or the use of property, detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, convenience or general welfare of the inhabitants of the city,” and

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to negotiate the fees associated with the issuance of permits for the use of streets and sidewalks for filming in the City of Grantville rather than having fixed permit fees;

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

**ARTICLE V. SPECIAL EVENTS**

Section 35-158. Movie, TV, advertising and/or production company, use of city streets and/or sidewalks.

Section 35-158 is amended by deleting paragraph (1) in its entirety and replacing it as follows:

- (1) Streets and sidewalks to be negotiated by the city purchasing agent or his/her designee.

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

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

ORDINANCE NO. 2023- 04

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING CHAPTER 35, ARTICLE II, SECTION 35-21 OF THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO REMOVE THE PROHIBITION AGAINST CARRYING, POSSESSING OR DRINKING ALCOHOLIC BEVERAGES IN CITY PARK; TO PROHIBIT GLASS CONTAINERS IN CITY PARKS AND FOR OTHER PURPOSES**

WHEREAS, Section 1.04(i) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To provide for the acquisition, construction, building, operation and maintenance of public ways, parks, public grounds, cemeteries, markets and market houses, public buildings, libraries, sewers, drains, sewerage treatment, airports, hospitals, and charitable, educational, recreational, sport, curative, corrective, detentional, penal and medical institutions, agencies and facilities, and any other public improvements, inside or outside the city, and to regulate the use thereof, for such purposes, property may be taken under the applicable provisions of Title 22 of the O.C.G.A. [O.C.G.A. § 22-1-1 et seq.], as amended, or other applicable public acts,” and

WHEREAS, Section 1.04(l) of the Charter of the City of Grantville provides that the Mayor and Council have the power and authority “To define, regulate and prohibit any acts, practice, conduct, or the use of property, detrimental, or likely to be detrimental, to the health, morals, safety, security, peace, convenience or general welfare of the inhabitants of the city,” and

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to the carrying, possessing and drinking of alcoholic beverages in city parks, but to prohibit the use of glass containers;

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

**ARTICLE II. PARKS**

Section 35-21. Prohibited Acts.

Section 35-21 is amended by deleting Paragraph 5 in its entirety and replacing it as follows:

- (5) Carry, use or possess glass containers;

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
MAYOR

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



ORDINANCE NO. 07

**AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AMENDING CHAPTER 20 THE CODE OF ORDINANCES OF THE CITY OF GRANTVILLE TO CHANGE THE TERMS OF OFFICE OF HISTORIC PRESERVATION COMMISSION MEMBERS AND FOR OTHER PURPOSES**

WHEREAS, the Mayor and Council of the City of Grantville have determined that it is in the best interest of the City to amend the Historic Preservation Ordinance of the City of Grantville to change the term of office of the members of the Historic Preservation Commission as provided for by O.C.G.A § 44-10-24(a);

The Mayor and Council of the City of Grantville, Georgia hereby ordain as follows:

**Section 1.**

Section 20-4(c) of the Code of Ordinances is hereby repealed in its entirety, and said section is hereby replaced as follows:

C. Commission Members: Number, Appointment, Terms and Compensation

The Commission shall consist of five (5) members, appointed by the Mayor and Council. All members shall be residents of the City of Grantville and shall be persons who have demonstrated special interest, experience or education in history, architecture or the preservation of historic resources. To the extent available in the City, at least one (1) member shall be appointed from among professionals in the disciplines of architecture, history, planning, archeology or related professions.

Members shall serve two (2) year terms. The terms of all current members of the Commission shall expire on December 31, 2024. Members shall serve until their successor is appointed, and the Mayor and Council shall fill any midterm vacancy on the Commission for the remainder of the unexpired term. Members shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their duty, with the approval of the Mayor or City Manager.

**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 \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
MAYOR

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

**RESOLUTION NO. 2023-02**

**A RESOLUTION TO IMPLEMENT A LEAK PROTECTION PROGRAM FOR WATER CUSTOMERS OF THE CITY OF GRANTVILLE; TO REPEAL INCONSISTENT RESOLUTIONS; AND FOR OTHER PURPOSES**

WHEREAS, the City of Grantville is a municipal corporation duly organized and existing under the laws of the state of Georgia; and

WHEREAS, pursuant to Sections 1.04 (f) & (g) of the Charter of the City of Grantville the City is authorized to operate public utilities, including water, and to fix the rates for same; and

WHEREAS, the City Council finds that some water customers experience leaks resulting in abnormally high water charges; and

WHEREAS, these high charges place a financial burden on the customer and an administration and enforcement burden on the city; and

WHEREAS, the City believes the implementation of an optional leak protection plan whereby customers could, for a fee, be protected from a loss in the event of a water leak would be in the City's best interest; and

WHEREAS, the City desires to adopt a leak protection program for its water customers.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Grantville, Georgia, and it is hereby resolved as follows:

**1. Water Leak Protection Program**

(a) Water-Leak Protection Program ("Program") shall mean a program by which eligible customers may purchase, in addition to the normal rates of charge implemented by the Utilities Department of the City of Grantville, Georgia ("the Department"), protection against excessive leaks caused by any and all types of defects that might exist as a result of an inordinate, unusual, or non-customary amount of water being used by a customer.

(b) The charge for the Water-Leak Protection Program shall be \$2.00 per month for coverage limited to one thousand dollars (\$1,000.00) per calendar year, per meter and per customer; \$4.00 per month for coverage limited to three thousand dollars (\$3,000.00) per calendar year, per meter and per customer; and \$10.00 per month for coverage limited to seven thousand five hundred dollars (\$7,500.00) per calendar year, per meter and per customer. Failure to pay this charge, subject to any and all grace periods and/or exigent circumstances, will result in termination of the Water-Leak Protection Program.

(c) To enroll in the Program the customer must complete the application at the City Clerk's office, and pay the monthly charge for a twenty-four (24) month period. Once a customer is enrolled in the Program he/she cannot cancel the Program, unless the customer's water service for the meter registered for the Program is discontinued by the customer. Once a customer has enrolled in the Program he/she may upgrade his/her Program to a higher protection level, or downgrade to a lower protection level, at any time during the twenty four (24) month program period. Once the customer has cancelled the Program, the customer will not be entitled to the coverage under the Water-Leak Protection Program and no adjustments will be made for any leaks that may occur. Customers may reenroll at any time, but to be eligible for adjustments, the customer must be enrolled for at least ninety (90) days.

(d) The method of calculating a leak adjustment shall be an average of six-month water usage for the period not involved in the leak, which normally will be the six-month period prior to discovery of the leak. In the event the customer has had water service for less than six months, the average monthly usage before the leak and after the leak shall be calculated so as to either meet the six-month requirement, or as nearly as practicable to determine the appropriate average six-month usage.

(e) To obtain a leak adjustment, within 30 days of identifying a leak, the customer must notify the Department when the leak is identified and repaired and must submit proof that the leak has been repaired.

(f) If the Department determines, in its sole discretion, that a leak qualifies for adjustment under this resolution, the customer will receive an adjustment after a reading of the meters.

(g) Whether as a result of excessive claims under the policy, alterations or damage to Department equipment due to customer negligence and/or tampering, modifications in the Water-Leak Protection Program, or for any other reason, within the sole discretion of the Department, the Department reserves the right to terminate coverage under the Water-Leak Protection Program for any customer at any time, provided that the Department gives the customer ten days' written notice of such termination.

(h) No customer shall be entitled to coverage under the Water-Leak Protection Program unless the customer has purchased the Water-Leak Protection Program as described in this resolution.

For purposes of interpretation of this resolution, "exigent circumstances" means any circumstances beyond the control and reasonable foreseeability of a customer.

## **II. Repealer**

All resolutions or parts of resolutions in conflict are hereby repealed.

IT IS SO RESOLVED this \_\_\_\_\_ day of February, 2023.

\_\_\_\_\_  
Mayor

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



**THE CITY OF GRANTVILLE, GEORGIA**

RESOLUTION NO. 2023-03  
BEFORE THE CITY COUNCIL

---

**A RESOLUTION APPROVING AND AUTHORIZING CREATION OF A NEW POSITION, SUPERVISOR OF PARKS, RECREATION AND SPECIAL EVENT ACTIVITIES, WITHIN THE ORGANIZATIONAL STRUCTURE OF EMPLOYEES WITHIN THE CITY OF GRANTVILLE**

**WHEREAS**, the City Council deems a viable parks, recreation programs and special event activities vital to the quality of life of the residents and essential to the future growth and health of the City of Grantville.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville that a new position, Supervisor of Parks, Recreation and Special Event Activities within the Organizational Structure of Employees within the City of Grantville is approved and adopted. Exhibit A, a copy of the suggested/proposed job description for the new position, is attached hereto and incorporated herein as if set forth verbatim.

This Resolution is passed this 27<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
Richard Proctor, Mayor

ATTEST:

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

## Exhibit A

### JOB DESCRIPTION for Supervisor of Parks, Recreation and Special Event Activities

#### SUMMARY DESCRIPTION:

Under the direction of the City Manager, administers, plans, directs, manages, oversees and evaluates the activities, operation and maintenance of the Parks, Recreation programs, Special Event activities and facilities within the City of Grantville.

#### OVERVIEW OF DUTIES, RESPONSIBILITIES AND POSITION REQUIREMENTS:

The following duties are typical for this job. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

1. Develop, plan, organize, implement, and evaluate a variety of community services and recreation programs, including special events and contract services.
2. Establish schedules and methods for providing recreation services; identify resource needs; review needs with appropriate management staff; allocate resources accordingly.
3. Participate in the development of goals and objectives as well as policies and procedures; make recommendations for changes and improvements to existing standards, policies, and procedures; participate in the implementation of approved policies and procedures; monitor work activities to ensure compliance with established policies and procedures.
4. Prepare community event and recreation publicity; coordinate referral systems and the publication of seasonal brochures; coordinate the dissemination of recreation and community service publicity.
5. Identify community needs and recommend appropriate programs related to area of assignment.
6. Prepare periodic reports; maintain files and records.
7. Conduct and supervise special events; develop contracts and hire contracted instructors.
8. Maintain and design the online recreation registration program; process reservation requests for City parks and other City-owned facilities.
9. Serve as staff liaison on various City recreation or community related committees and subcommittees as assigned by the City Manager.
10. Prepare purchase requisitions, order supplies and materials.
11. Participate in the selection of part-time recreation staff; provide or coordinate staff training; work with employees to correct deficiencies; implement discipline procedures.
12. Participate in the preparation and administration of the recreation program budget; submit budget recommendations; monitor expenditures.
13. Respond to complaints and requests for information.
14. Coordinate community service activity programs with other City departments, divisions, outside agencies, and service providers.

15. Coordinate the reservation of facilities with outside organizations.
16. Meet with public groups, clubs, organizations, and agencies to explain and promote community services, activities, and programs that encourage community participation.
17. Attend and participate in professional group meetings; maintain awareness of new trends and developments in the recreation field; incorporate new developments as appropriate into programs.
18. Perform related duties as required.

## **QUALIFICATIONS**

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

### **KNOWLEDGE OF:**

- Methods, techniques, principles, and procedures used in the planning, development and administration of parks, recreation and community service programs.
- Common recreational and social needs of various age groups.
- Principles of supervision, training, and performance evaluation.
- Principles and procedures for implementing and direction a wide variety of community services activities.

### **PRINCIPLES AND PRACTICES OF BUDGET DEVELOPMENT:**

- Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.
- Various sports equipment used in recreation programs.

### **ABILITY TO:**

- Develop and administer a community services and recreation programs suited to the needs of the community.
- Plan, organize, coordinate, and direct the development and implementation of community services programs.
- Analyze, interpret, and explain section policies and procedures.
- Supervise, train, and evaluate employees and volunteers.
- Operate office equipment including computers and supporting word processing, spreadsheet, and database applications.
- Communicate clearly and concisely, both orally and in writing.
- Establish and maintain effective working relationships with those contacted in the course of work.

**Education and Experience Guidelines** – Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

**Education/Training:**

Preferred: a bachelor's degree from an accredited college or university with major course work in recreation administration or a related field.

**Experience:**

Two years of increasingly responsible community service or recreational program administration experience.

**License or Certificate:**

Possession of an appropriate, valid driver's license.

Possession of, or ability to obtain, an appropriate, valid C.P.R. Certificate.

**PHYSICAL DEMANDS AND WORKING ENVIRONMENT:**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

**Environment:** Work is performed primarily in a standard office environment and at indoor and outdoor recreational facilities; travel to different locations; incumbents may be exposed to inclement weather conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces; incumbents may be required to work extended hours including evenings and weekends.

**Physical:** Primary functions require sufficient physical ability and mobility to work in an office and recreation facility setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; to travel to other recreation sites; and to verbally communicate to exchange information.

**THE CITY OF GRANTVILLE, GEORGIA**

RESOLUTION NO. 2023-04  
BEFORE THE CITY COUNCIL

---

**A RESOLUTION APPROVING AND ADOPTING A  
SCHEDULE OF FEES FOR CITY SERVICES**

**WHEREAS**, the Schedule of Fees for City Services presently utilized are outdated, do not comport with the current economic realities and not reflective of the cost incurred for the services provided.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Grantville, that the Schedule of Fees for City Services listed in Exhibit A attached hereto and incorporated herein as if set forth verbatim are approved and adopted for the City of Grantville.

This Resolution is passed this 27<sup>th</sup> day of February, 2023.

\_\_\_\_\_  
Richard Proctor, Mayor

ATTEST:

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



**City of Grantville**  
**Grantville Rate/Fee Schedule**  
**Resolution 2023-04 Exhibit A**

**ANIMAL CONTROL FEES**

Impound Dogs	\$30 Initial pickup and impound per dog \$18 each additional day impounded
2 <sup>nd</sup> Offense	\$75 per dog
3 <sup>rd</sup> Offense	\$150 per dog

\*Animals requiring vet services, owner will be responsible for all associated cost prior to release of animal.

**CEMETERY FEES – ANNEX A**

Fee Schedule for the Purchase of Burial Plots – Annex A Grantville Cemetery

MUST SHOW PROOF OF RESIDENCY

Grantville City Resident:	\$500 per 5' x 11'
Coweta County Resident:	\$750.00 per 5' x 11'
Outside Coweta Resident:	\$1000.00 per 5' x 11'

Plots shall be sold in increments of TWO (2) in Blocks H – R.

\*Only Block G of Annex A shall be sold singularly.

Cemetery Deed Recording Fee	\$25.00
Cemetery Marker Placement Permit Fee	\$15.00

**COURT FEES**

Expungements (Each)	\$20.00
Certified Copies (Each)	\$3.00
Official Copies (Per page)	\$0.10
FTA Fee (Failure to Appear)	\$150.00
Contempt Charge	\$50.00
Video	\$10.00

## **FACILITIES RENTALS**

### Freight Depot (CURRENTLY CLOSED PENDING REPAIRS)

Resident	\$50.00 per hour/4-hour min.	\$100 Refundable Deposit
Non-Resident	\$100.00 per hour/4-hour min.	\$100 Refundable Deposit

### Clements/Malcolm Recreation Building – 329 Griffin Street

Resident	\$10.00 per hour/4-hour min.	\$100 Refundable Deposit
Non-Resident	\$25.00 per hour/4-hour min.	\$100 Refundable Deposit

### Grantville Community Center – 92 Post Street

Resident	\$10.00 per hour/4-hour min.	\$100 Refundable Deposit
Non-Resident	\$25.00 per hour/4-hour min.	\$100 Refundable Deposit

\*A \$100.00 Non-refundable cleaning fee will be assessed on each facility rental or reservation. The deposit and cleaning fee must be PAID before the reservation date is booked.

Grantville Non-Profit (501(c)(3)) organizations who have an approved service contract with the City of Grantville will not be charged a rental fee, deposit nor cleaning fee.

**Pavilions at Griffin Street and Post Street are not rented. Available first come, first serve. If outside restrooms are requested to be available for use at Griffin Street Pavilion, a \$100.00 non-refundable cleaning fee will be required to be paid in advance with reservation.**

SPLASH PAD – Not available for private rental.

## **OCCUPATIONAL TAXES**

Occupational Tax Rates (Based on gross receipts)

Class 1	1.00%
Class 2	1.33%
Class 3	1.66%
Class 4	2.00%
Class 5	2.33%
Class 6	2.66%

\*Plus \$75.00 Administrative Fee

Payment is due each year within 30 days of January 1<sup>st</sup>. If unpaid within 90 days, on April 1<sup>st</sup>, a penalty of 10% of the tax or fee due, plus interest at a rate of 1.5% per month thereafter will be assessed.

## MISCELLANEOUS FEES

Credit Check Fee	\$15.00
Late Fee (added at 8:00 am the morning of the next business day after the 15 <sup>th</sup> of each month)	\$25.00
Reconnect Fee (if not paid in full on the 24 <sup>th</sup> of the month)	\$25.00
Returned Check Fee	\$30.00
Re-Read Fee	\$25.00
Garbage Pickup (billing on utility bill)	\$14.18
Extra Garbage Can (per month)	\$9.73
Special Event Permit Fee	\$25.00
Parade/Assembly Permit Fee	\$25.00
Sign Permit	\$25.00
Copies (per page)	\$0.10
Fax (per page)	\$1.00
Copies of Meeting Recordings (per disk)	\$2.00
Notary (per page notarized)	\$2.00
Open Records Request	Associated Costs
Motorized Cart Permit	\$25.00
Retail Beer and Wine License Fee	\$250.00 each
Retail Package: Liquor License Fee	\$5000.00
Beer and Wine Consumption on Premises	\$525.00
Distilled Spirits (liquor) Consumption on Premises	\$2000.00
Certificate of Appropriateness Application (Historical Preservation Commission)	\$20.00

**UTILITY DEPOSITS** – based on a Transunion credit check ordered by the Clerk on the date of application for the new account. The deposit amount is credited to the account upon account set up and remains on the account until it is applied against the final bill when the account is closed.

<u>Service</u>	<u>Basic Deposit</u>	<u>Double Deposit (due to credit check)</u>
Electric	\$100.00	\$200.00
Water	\$50.00	\$100.00
Gas	\$100.00	\$200.00

Utility deposits are \$250.00 or \$500.00 for all services; some locations are not serviced by all utilities. The above utility deposits are based on services that Grantville provides.

**UTILITY TAP AND CUT-IN FEES**

**Residential**

Gas Tap	
Without road or other bore	\$500.00 (plus cost of trenching)
With road bore	\$620.00 (plus cost of trenching)
Water Tap (fee update effective 9/28/2020)	
Water Tap (up to 1 inch)	\$2500.00
Water Tap (up to 1 inch) w/ road bore	\$2500.00 (plus cost of bore)
Sewer Tap (up to 6 inches)	\$3000.00
Electric Cut-in Fees	
Up to 200 AMP overhead	\$350.00
Underground	\$2000.00 down payment; plus final bill at cost

**Commercial**

Commercial all other taps and cut ins listed will be made at cost; labor and materials, plus 10%.

YARD LIGHT: NEW INSTALL will be AT COST TO INSTALL, then \$12.50 per month.



RECEIVED  
RS 1/17/2023

## City of Grantville Application for Commissions & Boards

I am interested in being considered for appointment to the following commissions and boards:

- Historic Preservation Commission  
 Planning and Zoning Commission  
 Downtown Development Authority  
 Parks and Recreation Advisory Board

Name of Applicant:

Madeline Ashley Matthews

Home Address:

80 Griffin Street

City: Grantville State: GA Zip Code: Ga. 30220

Home Phone: 678-793-4762 Email: ashleya212@hotmail.com

Number of Years as Grantville Resident? 22

Nominated by (if not by self): David Clark

Occupation: Nursing Business/Company Name: Piedmont Pediatrics

Work Address: 189 Jefferson Drive City: Newnan Zip Code: 30263

Work Phone: 770-304-2220 Fax Number: \_\_\_\_\_

Preferred Mailing Address  Home  Work

Do you currently serve on any Grantville Commissions/Boards? \_\_\_ Yes  No

If so, which one(s)? \_\_\_\_\_

Degrees earned and schools attended: Art Inst. of AH, Bro. Medical Inst.

Professional experience (include professional memberships and previous employment):

Medical Billing & coding

Community Activities (include civic clubs, volunteer activities, service organizations, etc.):

Campaign mgr for the Mayorial Campaign

Comments/special qualifications: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Why do you want to serve on this commission/board? To help preserve, protect & ensure the enhancements made maintain these historical & cultural significance.

Signature: Madeline Ashley Matthews Date: 1/17/23

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Please note: This application and all information contained herein is a Public Record





RECEIVED  
1.25.2023

## City of Grantville Application for Commissions & Boards

I am interested in being considered for appointment to the following commissions and boards:

- Historic Preservation Commission
- Planning and Zoning Commission
- Downtown Development Authority
- Parks and Recreation Advisory Board

Name of Applicant:

Ralph John Montano

Home Address:

41 Grandma Branch

City: Grantville State: GA Zip Code: 30220

Home Phone: 770.755.5343 Email: ralph@ripamela.com

Number of Years as Grantville Resident? 12

Nominated by (if not by self):

Occupation: Retired Business/Company Name: N/A

Work Address: N/A City: N/A Zip Code: N/A

Work Phone: N/A Fax Number: N/A

Preferred Mailing Address  Home  Work

Do you currently serve on any Grantville Commissions/Boards? \_\_\_ Yes  No

If so, which one(s)? \_\_\_\_\_

Degrees earned and schools attended: Providence College, Providence R.I.


Professional experience (include professional memberships and previous employment):

Warehouse Manager

Community Activities (include civic clubs, volunteer activities, service organizations, etc.):

Comments/special qualifications: Author, writer, journalist

Why do you want to serve on this commission/board? To preserve and improve the Historical Preservation Commission

Signature: 

Date: 1.25.23

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Please note: This application and all information contained herein is a Public Record



RECEIVED  
APR 23 2013  
5:40 PM

## City of Grantville Application for Commissions & Boards

I am interested in being considered for appointment to the following commissions and boards:

- Historic Preservation Commission
- Planning and Zoning Commission
- Downtown Development Authority
- Parks and Recreation Advisory Board

Name of Applicant:

Dustin Mitcho

Home Address:

25 Chelsea Lane

City: Grantville State: GA Zip Code: 30220

Home Phone: (678) 877-1343 Email: D.Mitcho87@gmail.com

Number of Years as Grantville Resident? 6 years

Nominated by (if not by self): David Clark

Occupation: Electrician Business/Company Name: IBEW 613

Work Address: 501 Pulliam St City: Atlanta Zip Code: 30312

Work Phone: (678) 877-1343 Fax Number: N/A

Preferred Mailing Address  Home  Work

Do you currently serve on any Grantville Commissions/Boards? \_\_\_ Yes  No

If so, which one(s)? \_\_\_\_\_

Degrees earned and schools attended: JATC Journeyman Certification

Professional experience (include professional memberships and previous employment):

Electrician + Construction worker 11 yrs

Community Activities (include civic clubs, volunteer activities, service organizations, etc.):

N/A

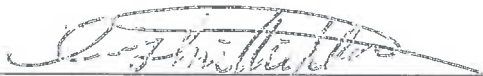
Comments/special qualifications: \_\_\_\_\_

Been in the construction industry for 11 years.

Why do you want to serve on this commission/board? \_\_\_\_\_

To help the community become better for the future generations

Signature: \_\_\_\_\_



Date: 11/30/22

Thank you for your interest in volunteering to serve on a City of Grantville commission or board! The duties and responsibilities vary, however members are expected to attend all regularly scheduled meetings (most commissions/boards meet once monthly). Additional responsibilities will often include conducting independent research outside of these regular meetings in furtherance of the goals and objectives of the commission or board.

Please note: This application and all information contained herein is a Public Record



**Quote Summary**

**Prepared For:**  
Grantville  
GA  
Home: 706-977-7081

**Prepared By:**  
Chaney Lambert  
Ag-Pro  
81 Millard Farmer Ind Blvd  
Newnan, GA 30263  
Phone: 770-254-0383  
clambert@agproco.com

**Quote Id:** 28092207  
**Created On:** 20 January 2023  
**Last Modified On:** 20 January 2023  
**Expiration Date:** 31 January 2023

Equipment Summary	Selling Price	Qty	Extended
0 MB 1215 EGER BEEVER CHIPPER - 33489	\$ 45,000.00 X	1 =	\$ 45,000.00
<b>Equipment Total</b>			<b>\$ 45,000.00</b>

Quote Summary	
Equipment Total	\$ 45,000.00
Dealer services	\$ 199.99
SubTotal	\$ 45,199.99
Est. Service Agreement Tax	\$ 0.00
Total	\$ 45,199.99
Down Payment	(0.00)
Rental Applied	(0.00)
<b>Balance Due</b>	<b>\$ 45,199.99</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



JOHN DEERE

# Selling Equipment



Quote Id: 28092207

## 0 MB 1215 EGER BEEVER CHIPPER - 33489

Hours: 0  
Stock Number: 19012822

Code	Description	Qty
EEGER	0 MB 1215 EGER BEEVER	1
BEEVER 1215	CHIPPER	
<b>Standard Options - Per Unit</b>		
OPT 3	PSI 2.4 75HP GAS ENGINE w/ ZEROCLUTCH	1
<b>Other Charges</b>		
	Setup	1





**EGER BEEVER**  
**1215**  
**BRUSH CHIPPER**

**EGER BEEVER 1215**



GENERAL	US	METRIC
Height	9'	2.74 m
Width	5'11"	1.8 m
Length (transport)	15'4"	4.67 m
Length (operating)	17'3"	5.26 m
Gross weight (approximate)	4,900 lb	2,223 kg
Suspension	7,000 lb Torflex	3,175 kg Torflex
Infeed opening	60" x 31"	152.4 x 78.7 cm
Throat opening (height x width)	12" x 15"	30.5 x 38.1 cm
Drum (width x diameter)	14.2" x 21.4"	36.2 x 54.4 cm
Engine	CAT, Perkins or PSI	
Horsepower	49 – 89 HP	36.5 – 66.4 kW
Fuel capacity	24.5 gallons	92.7 L
Hydraulic capacity	17 gallons	64.4 L
Frame	8.2 lb, 6" channel	3.7 kg, 15.2 cm channel
Tires	(2) 235/80R16	
Hitch	2.5" Pintle	6.4 cm Pintle

With its power and easily transportable design, the compact and economical Eeger Beaver 1215 chipper is the ideal unit for utility line clearing, residential tree services, rental yards and municipalities.

The dual-sided, chambered air impeller system increases chip-throwing velocity and reduces dust and material blowback out the infeed to pack more into the chip truck.

**EQUIPMENT HIGHLIGHTS**

- The 18" (45.7 cm) diameter single top feed wheel easily climbs over material, reduces drag and increases chipping efficiency.
- 360° swivel discharge puts chips right where they're needed without removing the brush chipper from the tow vehicle.
- TorqMax™ Top Feed Wheel Compression system with spring-assisted down pressure generates more than 3,200 lb/ft (4,338 Nm) of material pulling force.
- Drive belt inspection cover provides easy access for drive system maintenance.

**ADDITIONAL EQUIPMENT HIGHLIGHTS**

- Reversing automatic feed system
- Enclosed engine with gauge panel, radiator fines screen and slide rails for belt adjustment
- Fuel tank gauge and shut-off valve
- Hydraulic tank shut-off valve, drain plug, sight gauge and clean-out cover
- Live hydraulics; ball valve, pump, motor and control valve



**CRAWFORD**  
 GRADING & PIPELINE, INC.  
 (770) 927-0413 Office (770) 927-2533 Fax  
 1505 Dunlap Road, Luthersville, GA 30251  
 www.crawfordgrading.com

# Proposal

**Submitted To:** Joan Henry  
 City of Grantville  
[jhenry@grantvillega.org](mailto:jhenry@grantvillega.org)

January 6, 2023

Job Name	Job Location	Plan Information
Replace Fire Hydrants	Grantville, GA	N/A

## REPLACE 6 FIRE HYDRANTS

Description	Quantity	Unit of Measure
<b><u>NEW FIRE HYDRANTS WITH EXISTING VALVE</u></b>		
TURN OFF HYDRANT VALVE AND REMOVE OLD FIRE HYDRANT	4	EA
INSTALL NEW FIRE HYDRANT ON EXISTING HYDRANT TEE	4	EA
	<b>TOTAL:</b>	<b>\$22,248.00</b>
<b><u>NEW FIRE HYDRANTS WITH NEW VALVE</u></b>		
TURN OFF HYDRANT VALVE AND REMOVE OLD FIRE HYDRANT	2	EA
INSTALL NEW FIRE HYDRANT ON EXISTING HYDRANT TEE	2	EA
INSTALL NEW FIRE HYDRANT VALVE	2	EA
	<b>TOTAL:</b>	<b>\$19,690.00</b>
	<b>GRANT TOTAL:</b>	<b>\$41,938.00</b>

**PROJECT NOTES:**

- 1) ANYTHING NOT LISTED ON ABOVE QUOTE EXCLUDED.
- 2) THIS QUOTE IS BASED ON THE FIRE HYDRANTS BEING IN THE GRASS.
- 3) IF WE ARE UNABLE TO SHUT OFF THE WATER, WE WILL HAVE TO INSTALL A NEW VALVE.
- 4) WE LOCATED (4) EXISTING HYDRANTS WITH VALVES AND (2) WITHOUT VALVES.

**Notes:**

Price does not include permits, bonds, license, engineering, staking, surveying, silt fence, clearing, landscaping, pavement, testing, curb or sidewalk replacement unless noted above. Rock Excavation is \$100.00 per Cubic Yard. Minimum Rock Excavation Fee is \$5,000.00

This Proposal may be withdrawn if not accepted within 30 days.

If any additional testing or any intermediate testing is required, then an additional fee will be charged.

To accept this quotation, sign here and return: \_\_\_\_\_



# Coweta County School System

*Coweta Committed to Student Success*

February 10, 2023

Dear Grantville City Council,

As Superintendent of the Coweta County School System, who owns the physical facility which houses West Georgia RESA (WGRESA) in Grantville, I support and grant permission to WGRESA to update the signage for the facility

The scope of work includes installing 2 double sided directional signs (4'x4') at both street entrances to the WGRESA facility in the exact location that signage has been located previously. The scope of work also includes a single sided sign in the shape of the state of Georgia to be added to the exterior of the building near the main entrance.

Sincerely,

A handwritten signature in black ink, appearing to read "Evan Horton".

Evan Horton, Ed.D  
Superintendent  
Coweta County School System



West Georgia RESA  
99 Brown School Drive  
Grantville, GA 30220

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February 3, 2023

Dear Grantville City Council,

As Executive Director of West Georgia RESA, it has been a goal of mine to update the look of our facility. We have completed upgrades to the interior of our building and would also like to replace exterior signage that directs constituents to our building. The existing signage has been in place for many years and has either fallen down due to age/weather or is not visible. Our desire would be to replace the existing signage with signs to increase visibility (4'x4' as opposed to the zoning ordinance max size of 2'x2') and our full-color logo. We've hired DFM Graphics, a local sign company out of Greenville, GA, to bring our vision to life. Our scope of work includes installing 2 double sided directional signs (4'x4') at both street entrances to our facility in the exact location that signage has been located previously. In addition, we would like to attach a single sided sign in the shape of the state of Georgia to the exterior of our building at our main entrance. I'm including a copy of the quote with additional details and the proof/design for your review.

We appreciate your consideration of this request.

Sincerely,

Shanna Downs, Ed.D.  
Executive Director  
West Georgia RESA



MORE VENTURES INC.  
 7007 Williams St, Suite A  
 Greenville, GA 30222  
 (678) 621-3732  
 sales@dfmgraphics.com  
 www.dfmgraphics.com

Invoice 7321

# DFMGRAPHICS

BILL TO  
 Kerri Felder  
 West Ga RESA

DATE  
 01/13/2023

PLEASE PAY  
**\$2,279.90**

DUE DATE  
 01/13/2023

ACTIVITY	QTY	RATE	AMOUNT
<b>Printing</b> 8' x 4' Aluminum – Single Sided	1	434.70	434.70
<b>Printing</b> 4'x4' Aluminum – Outdoor Directional Sign – Single Sided	1	291.44	291.44
<b>Labor</b> Install	1	75.00	75.00
<b>Printing</b> 4'x4' Aluminum – Outdoor Directional Sign – Double Sided	2	496.88	993.76
<b>Labor</b> Install 2 Signs in the ground 4 – 4x4 Posts – Painted White w/ Caps Dig holes and place into ground	1	485.00	485.00

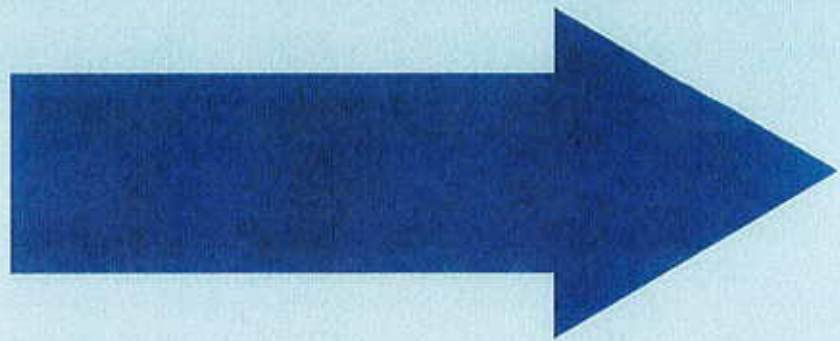
SUBTOTAL 2,279.90  
 TAX 0.00  
 TOTAL 2,279.90

TOTAL DUE **\$2,279.90**

THANK YOU

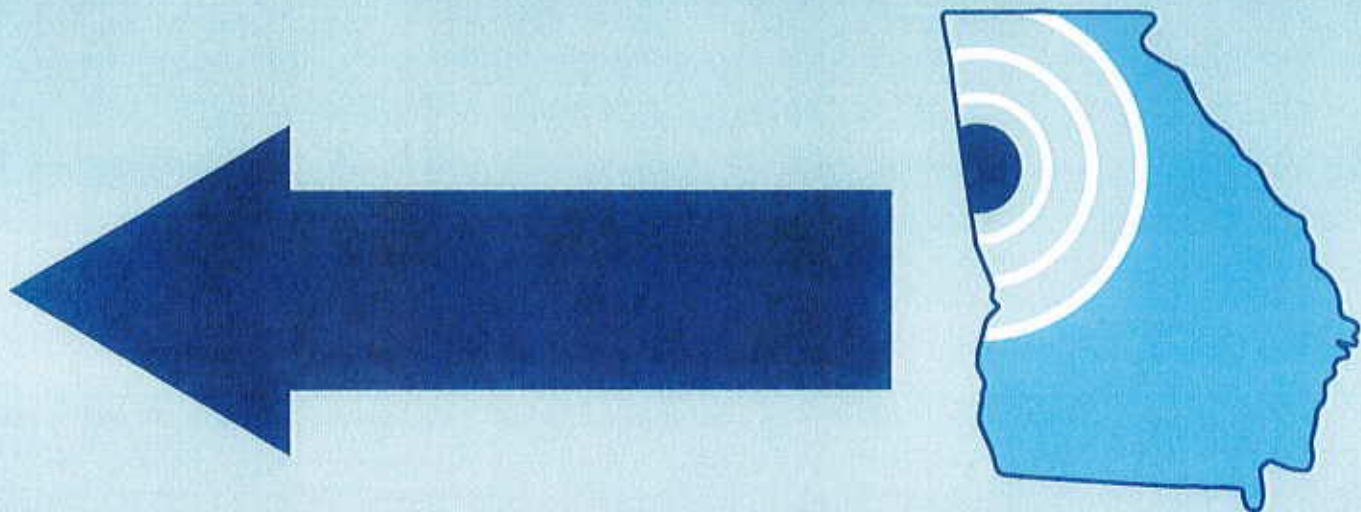
Scope of work is highlighted in yellow.

# West Georgia **RESA**





West Georgia  
**RESA**





Signage for front entrance of building



**AMENDMENT ONE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF GRANTVILLE, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

This Amendment is entered into to amend the Professional Services Agreement previously entered into on June 30, 2016, by and between City of Grantville, Georgia, (City) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). City and Consultant shall be jointly referred to as the "Parties".

**Amendment Effective Date:** Amendment shall be effective the 1<sup>st</sup> (first) day of the month following full execution by both Parties.

**RECITALS AND REPRESENTATIONS**

Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on June 30, 2016; and

Parties hereto now desire to amend the Agreement as set forth herein; and

**NOW, THEREFORE**

Agreement is hereby amended as set forth below:

A. Agreement, Exhibit B, 1. Fee Structure shall reflect a rate increase based on the Consumer Price Index (CPI). Agreement, Exhibit B, 1. Fee Structure shall be replaced in its entirety as follows:

**1. FEE STRUCTURE**

- ✓ Beginning January 01, 2024 and annually thereafter, the hourly and flat rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the "CPI") for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Inspection Services	\$88.40 per hour – thirty (30) minute minimum
Plan Review Services	\$88.40 per hour – thirty (30) minute minimum
Structural Engineering Plan Review	\$156.00 per hour – one (1) hour minimum
Building Official Services	\$114.40 per hour – thirty (30) minute minimum
Hourly inspection time tracked will start when Consultant checks in at Municipality or first inspection site. Time tracked will end when the inspector completes the last scheduled inspection or leaves Municipal office. Time tracked will include travel time between inspection sites and all administrative work related to inspection support.	

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

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



Gary Amato, CAO  
SAFEbuilt Georgia, LLC

December 12, 2022

Date

\_\_\_\_\_  
Signature  
City of Grantville, Georgia

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name & Title  
City of Grantville, Georgia

**Robi Higgins**

---

**From:** Jessica Adkins <jladkins@safebuilt.com>  
**Sent:** Tuesday, January 10, 2023 12:15 PM  
**To:** Al Grieshaber  
**Cc:** Robi Higgins  
**Subject:** RE: Annual contract review

Hey Al,

Thank you for the quick response regarding this. I look forward to following up with you in February.

All the best,

Jessica Adkins  
Account Manager  
C: 407-630-2859



**From:** Al Grieshaber <agrieshaber@grantvillega.org>  
**Sent:** Tuesday, January 10, 2023 12:10 PM  
**To:** Jessica Adkins <jladkins@safebuilt.com>  
**Cc:** Robi Higgins <rhiggins@grantvillega.org>  
**Subject:** FW: Annual contract review  
**Importance:** High

Ms. Adkins,

Thank you for the attached Contact Amendment.

We will place this item on the City Council Work Session agenda on February 13, 2023 for consideration and approval at the City Council Meeting on February 27, 2023.

Thanks again, Al

Al Grieshaber Jr.  
City Manager  
City of Grantville  
123 Lagrange Street  
P. O. Box 160  
Grantville, Georgia 30220  
(770) 583-2289 ext. 2007 (o)  
(678) 378-6149 (c)

**From:** Jessica Adkins <jladkins@safebuilt.com>  
**Sent:** Tuesday, January 10, 2023 10:40 AM  
**To:** Al Grieshaber <agrieshaber@grantvillega.org>  
**Subject:** Annual contract review  
**Importance:** High

Happy New Year Al,

I hope your Holidays were great. We are performing our annual contract reviews, and because of the increase in overhead costs across the nation, SAFEbuilt will institute a 4% increase in our hourly rates. These rates will start taking place throughout the month of January 2023. We look forward to our continued partnership with the City of Grantville in the coming years.

Attached is the amendment for your review and signature. If you have any questions or concerns, please don't hesitate to contact us.

Thank you,

Jessica Adkins  
Account Manager  
C: 407-630-2859





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.

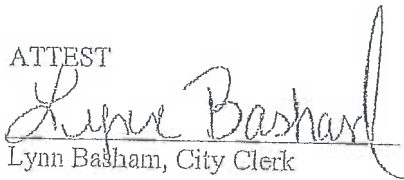
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANTVILLE, GEORGIA AS FOLLOWS:

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**

---

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.

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 WHEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

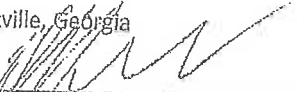
Grantville, Georgia

Signature

Name:

Title:

Date:

  
Doug Jewell  
Mayor  
June 13, 2016

SAFEbuilt Georgia, LLC

Signature

Name:

Title:

Date:

  
Karen Mack  
CFO  
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.
------------------------	--	---

**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.

State of Georgia  
City of Grantville

**AMENDMENT OF CONTRACT AGREEMENT BETWEEN THE CITY OF GRANTVILLE AND GFL ENVIRONMENTAL**

This Amendment of Contract made between the City of Grantville and GFL Environmental dated January 23, 2022:

**Section 10: Term**

Upon finding the Contractor's performance is satisfactory and that it is in the best interest of the City to continue this Agreement beyond the current Agreement Term, the parties hereto agree to extend the term of this agreement for an additional five (5) year period ending October 1, 2028. All other terms and conditions of this section remain the same.

**Section 11: Modification of Rates**

The following rates will be effective beginning February 1, 2023.  
Residential MSW Curbside - \$25.00 per unit per month. Weekly trash with 95-gallon carts. Includes bulk pick-up and recycling. Backdoor services will also be available when needed. CPI will not take place until year 3 and will be discussed with City before CPI is added. Must be mutually agreed upon. All other terms and conditions of this section remain the same.

**Section 12: Performance Clause**

The resultant Contract may be terminated by the City upon sixty (60) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. Said Contractor will have 60 days to correct any such problem upon receipt of written notice. In the event the Contract is terminated, the Contractor shall be paid for services satisfactorily rendered up to the termination date. GFL will include performance clause that reflects key metrics to City. GFL will offer additional support when carts need to be replaced or added. These key metrics will be tied to "two weeks of consecutive missed services to 90% of Grantville excluding weather."

All other terms and conditions of the entire original contract and subsequent amendments remain the same.

In witness whereof, the City of Grantville and Contractor have executed this contract amendment as of this day and first year written;

GFL ENVIRONMENTAL

CITY OF GRANTVILLE

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**SOLID WASTE COLLECTION,  
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this "Agreement") is made and entered into this the 2nd day of October, 2012, by and between the City of Grantville, hereinafter referred to as "CUSTOMER", and Waste Industries, LLC hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste [and recyclable materials] of its residents and businesses; and

WHEREAS, CONTRACTOR is in the business of solid waste [and recyclables] collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste [and recyclable materials] from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the County of Coweta and the State of Georgia.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Term: This Agreement shall be binding on all parties for a period beginning September 1st 2012 and ending December 31<sup>st</sup> 2012, (the "Initial Term"). The Initial Term will be automatically extended for subsequent one year periods (each an "Extension Term" and together with the Initial Term, the "Term") unless either party provides written notice to the other of its intention not to extend this Agreement not less than ninety (90) days prior to the expiration of the then-current term.

2. Services. CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste [and recyclable materials] in the [Town/County] of Grantville, Coweta County, from the point of pickup to a solid waste disposal site or materials facility in CONTRACTOR'S discretion, which disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the "Services").

a) Residential Curbside Trash Collection - Subject to Section 3 below, each home will be provided with a 95 Gallon cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of collection.

b) [Residential Curbside Bulk/Yard Waste Collection - Subject to Section 3 below, service will be provided once per week.

c) [Residential Curbside Recycling Collection - All residential units who would like to participate in the curbside recycling program will be provided, according to their preference, with an 18 Gallon bin or 65 Gallon cart to be serviced on a EOW basis. Bins and Carts must be placed at the curb no later than 7:00 a.m. on the scheduled day of service.]

3. Types of Waste: Title to Waste.

- a) Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste, and only such Acceptable Solid Waste as is disposed of in a 95 gallon, CONTRACTOR-provided, residential/business roll-out cart.
- b) Bulk items may include waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in the CONTRACTOR-provided containers, such as sofas, chairs, mattresses, other types of furniture, and appliances. All Freon must be removed prior to collection.
- c) Yard Waste may be leaves, brush, grass clippings, shrub and tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial landscaping development and maintenance other than mining, agricultural, and silvicultural operations. All items must be contained in paper bags, or bundled with twine, either of which should not exceed 50lbs. or a length greater than 4 ft.
- d) Recyclable Materials may include aluminum cans, newspapers, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines and corrugated cardboard. This list of materials may be modified as recycling capabilities and markets change.
- e) For purposes of this Agreement, "Acceptable Solid Waste" means mixed household solid waste and mixtures of household, commercial and industrial solid waste that are permitted under the governing permits and then applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.
- f) For purposes of this Agreement, "Unacceptable Solid Waste" means:
  - (i) any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, and the regulations thereunder or any material which by reason of its composition or characteristics is hazardous waste, a hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;



(ii) explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials or substances and those in gaseous forms, special nuclear or by-product materials within the meaning of the Atomic Energy Act of 1954, as amended; and

(iii) any other material which may present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.

g) Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.

4. Equipment: All equipment utilized is to be reliable and presentable during the performance of this Agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.

5. Schedule. CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year's Day, Christmas Day, Thanksgiving Day, Labor Day, Independence Day, or Memorial Day. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.

7. Rates; Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10<sup>th</sup> day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 1117 residential carts, provided, however, that CUSTOMER will provide evidence to CONTRACTOR of the actual number of units to be serviced within thirty (30) days following the date of this

Agreement by use of water meter or other utility records. Thereafter, the number of units to be serviced and billed will be reviewed and adjusted on a monthly basis to reflect the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. During May of each year or shortly thereafter, CONTRACTOR will perform a physical route audit to support the CUSTOMER's efforts to maintain an accurate count.

8. Adjustments:

a) The Service Fee will be increased annually every [May 1<sup>st</sup>] beginning on [May 1, 2013] to reflect the annual adjustment based on Table 1 of the Consumer Price Index for All Urban Consumers (CPI-U): U.S. Town Average, by expenditure category and commodity and service group, Water and Sewer and Trash Collection Services (2).

b) The Service Fee may be adjusted more often than annually if such adjustments arise out of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill, or material processing, fees and governmental regulations. Increases in landfill tipping fees will result in an adjustment to the Service Fee by utilizing the following calculation: average tons generated multiplied by the amount of landfill increase divided by number of households serviced.

9. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in all material respects with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning fair employment and concerning the treatment of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

10. Point of contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Manager or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.

11. Local Presence: CONTRACTOR will provide a local and/or toll free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.

12. Notification of Customers: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations and days of collection prior to the date Services begin under this Agreement.

13. Breach; Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies or to take action to remedy any deficiencies that require longer than thirty (30) days



to cure. In the event the breaching party fails to correct (or take action to correct) such deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement. Neither party shall be liable to the other for any special, consequential or punitive damages.

14. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.

15. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, strikes, epidemics, quarantine restriction, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

16. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld; provided, however, that CONTRACTOR may assign this Agreement to an affiliate of CONTRACTOR without the prior approval of CUSTOMER.

17. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outlined below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$1,000,000/\$500,000
General Liability	
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
Property Damage	\$1,000,000 each occurrence
Excess Umbrella Coverage	\$1,000,000 each occurrence
	\$3,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

18. Arbitration. Any controversy or claim arising out of or related to this Agreement or any transactions contemplated herein that cannot be amicably resolved, will be resolved by binding arbitration held in Raleigh, North Carolina, or any other location mutually agreeable to the parties, in accordance with the commercial arbitration rules of the American Arbitration Association. The decree or judgment of any award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

19. Notice. All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized express courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:

If to CUSTOMER, to:

20. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.

21. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

*[Signature page follows.]*

IN WITNESS WHEREOF, the City of Grantville and Waste Industries , LLC, have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The City of Grantville

By: Jim Sells

Name: Jim Sells

Title: Mayor

Waste Industries \_\_\_\_\_, LLC

By: Frank Lorick

Name: FRANK LORICK

Title: Area VP.

[For NC contracts]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
City Finance Officer

Exhibit A

Residential Curbside Trash Collection - The charge for once per week residential curbside trash and recycling collection and monthly bulk collection to CUSTOMER from CONTRACTOR shall be \$10.92 per month per cart. CONTRACTOR will provide one 95 (ninety-five) gallon cart for MSW and one 18 gallon bin or 65 gallon cart for recycling to each address using the Services. All fees associated with the delivery and removal of carts is included in the monthly fee. CUSTOMER may request additional carts for residents. Additional carts will be billed by the number of carts requested multiplied by the monthly rate.





Phone: 404.214.6745  
www.vhb.com

Engineers | Scientists | Planners | Designers

Vanasse Hangen Brustlin, Inc.  
1355 Peachtree St, NE  
Suite 100  
Atlanta, Georgia 30309

# Client Authorization

**New Contract** **Date** 1/10/23  
 **Amendment No.** **Project No.** 81163.23

**Project Name**                      **Long Term Monitoring**  
**City of Grantsville, GA**

<b>To:</b>	<b>Cost Estimate</b>	<b><u>Amendment</u></b>	<b><u>Contract Total</u></b>
<b>City of Grantville</b> <b>c/o Al Grieshaber Jr.</b> <b>123 Lagrange Street</b> <b>Grantville, GA 30320</b>  Email: agrieshaber@grantvillega.org	Water Quality Monitoring – 2023 (Lump Sum)		\$14,965
	Water Quality Monitoring – 2024 (Lump Sum)		\$16,011
	Bio & Habitat Monitoring – 2023 (Lump Sum)		\$4,997

**As Requested By:** Chris Crow

Fixed Fee                       Time & Expenses  
 Cost + Fixed Fee                       Other

This Agreement is composed of Part I, Part II. Part I includes details of the services to be performed, timing of the services, and compensation. Part II (attached) contains the Terms and Conditions of Agreement, which are proposed general terms of the engagement between City of Grantville, hereinafter called the "Client," and Vanasse Hangen Brustlin, Inc. (VHB).

## SCOPE OF SERVICES

### Water Quality Monitoring

Water quality monitoring will be conducted at five (5) study locations in 2023 and 2024. A total of four sampling events (three dry and one wet) will be conducted each year. The dry events will be collected during the warm summer season. A dry event is one with no rainfall for 72 hours prior to sampling. A wet event will be defined as > 0.2 inches of rainfall over previous 24 hours with dry conditions (no rainfall) for 72 hours prior. Rainfall information will be tracked (real-time) using the USGS website (<http://water.usgs.gov/realtime.html>) for nearby sites. Stream flow will be measured directly during dry sampling events at each site. Single, discreet grab samples will be collected for the events. The wet sample will be collected on the rising limb of the hydrograph, whenever possible.

Samples from study sites will be analyzed in the laboratory (GEPD-approved) for the following parameters: COD, BOD5, TSS, alkalinity, hardness, total phosphorus and orthophosphate, TKN, ammonia, and nitrate-nitrite. Additionally, the wet sample will be analyzed for dissolved metals (Pb, Cu, Zn, and Cd), and the required filtering will be done at and by the laboratory. "Clean metals" sampling techniques will be employed for the wet/metals sampling. In addition to laboratory analyses, the following in situ parameters will be measured during sample collection: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance.

In addition to the aforementioned parameters, bacteriological monitoring (E. coli only) will be monitored over two sampling periods. During each sampling period, a total of four grab samples will be collected on a regular schedule (regardless of weather) within a 30-day period. No sample will be collected within 24 hours of another sample. Sampling will be performed between the months of May – October to correspond to state standards. No flow measurements will be made during bacteriological monitoring.

An electronic copy of the report will be provided that describes the methods used, results, and discussion of results and potential problem areas, and EPD spreadsheets will be completed and submitted for each year. The report will be provided by May of the following year for inclusion in the City's Annual Report to the GEPD.

### **Biological and Habitat Monitoring**

Biological monitoring will be performed at one study site in 2023/24. The macroinvertebrate and habitat assessments will be conducted under the GEPD's current SOP Macroinvertebrate Biological Assessment of Wadeable Streams in Georgia dated March 2007. The fish assessment will be performed under the GDNR's Wildlife Resources Division current protocols for fish sampling, Part I: Standard Operating Procedures for Conducting Biomonitoring on Fish Communities in Wadeable Streams in Georgia (GDNR, 2020). Previous biomonitoring reports will require revisions of the IBI calculations for the one study site to allow for accurate trend comparisons.

Biological sampling for fish will occur from April through October, and macroinvertebrate sampling will occur from October through February, as per the state protocols. Macroinvertebrate sampling and habitat assessments will be performed by a 2-person crew, and fish sampling will be conducted by a 3-person crew. Benthic macroinvertebrates will be collected via dip netting, and fish will be sampled by electrofishing (backpack). Macroinvertebrate samples will be preserved and analyzed in the laboratory, whereas the fish will be primarily processed (enumerated and identified) in the field and returned to the collection area of the stream. Some voucher fish specimens may be preserved and taken to the laboratory for identification.

Prior to biological surveys, water quality will be assessed via in situ measurements of the following parameters: air and water temperature, dissolved oxygen (DO), % DO, salinity, pH, turbidity, and specific conductance. During macroinvertebrate monitoring efforts, the following water chemistry parameters will be sampled: TSS, alkalinity, hardness, ammonia, nitrate-nitrite, TKN, and total phosphorus and orthophosphate. Dissolved metals samples (cadmium, copper, lead, and zinc) will be collected using "Clean metals" sampling techniques during the macroinvertebrate monitoring, and the required filtering will be done at and by the laboratory. Macroinvertebrate sampling likely will be done in conjunction with last dry water quality sampling event.

An electronic copy of a report describing the sampling methodology and results will be prepared, including a discussion of any impairment/impacted areas. The report will be provided by May of 2024 for inclusion in the City's Annual Report to the GEPD.

## ASSUMPTIONS

It is understood that VHB will perform services under the sole direction of the Client. In the performance of these services, VHB will communicate its efforts with those of other project team members.

- No access problems to site(s) (site easily accessible)
- No flow measurements will be made during bacteriological monitoring
- 2 -person crew for macro & habitat sampling
- 3 -person crew for fish sampling

## SERVICES NOT INCLUDED

The following services have not been included in this Agreement at this time:

- No meetings

Should work be required in these areas, or areas not previously described, VHB will prepare a proposal or amendment, at the Client's request, that contains the Scope of Services, fee, and schedule required to complete the additional work items.

## CLIENT FURNISHED INFORMATION

VHB will rely upon the accuracy and completeness of Client-furnished information in connection with the performance of services under this Agreement.

## SCHEDULE

VHB will begin performance of the above services on the date written authorization to proceed is received. The schedule is also subject to timely delivery of information promised by the Client and is exclusive of Client and local review of interim products.

## COMPENSATION

VHB will perform the Scope of Services contained in this Agreement on a lump sum basis per task. VHB will bill on a percent complete every 4 weeks. VHB reserves the right to adjust budgeted amounts from task to task as may be required.

Task	Lump Sum Fee	Hourly, Est. Fee
Water Quality Monitoring – 2023	\$14,964	
Water Quality Monitoring – 2024	\$16,011	
Bio & Habitat Monitoring – 2023	\$4,997	
<b>TOTAL</b>	<b>\$35,972</b>	

Prepared By: ge/cwc

Department Approval:

---

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

Subject to attached terms & conditions.

Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization (*Please sign original and return*)**

By FAP

By \_\_\_\_\_

Fabricio Ponce

Title Managing Director, Atlanta

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



## GEORGIA ONLY

**STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any

payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in





writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, 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 any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to



appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In

addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee, representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.



## **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations

promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.



## Robi Higgins

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**From:** Al Grieshaber  
**Sent:** Thursday, January 12, 2023 9:11 AM  
**To:** Gail Elem  
**Cc:** Robi Higgins  
**Subject:** FW: CA w Terms - City of Grantville  
**Attachments:** CA W Terms - Grantville.pdf

Ms. Elem,

The attached proposal will be on the City Council Work Session agenda on February 13, 2023 for consideration and on the City Council Meeting agenda on February 27, 2023 for approval.

Thanks, Al

Al Grieshaber Jr.  
City Manager  
City of Grantville  
123 Lagrange Street  
P. O. Box 160  
Grantville, Georgia 30220  
(770) 583-2289 ext. 2007 (o)  
(678) 378-6149 (c)

**From:** Gail Elem <gelem@vhb.com>  
**Sent:** Wednesday, January 11, 2023 3:06 PM  
**To:** Al Grieshaber <agrieshaber@grantvillega.org>  
**Cc:** Chris Crow <ccrow@vhb.com>; Gail Elem <gelem@vhb.com>  
**Subject:** CA w Terms - City of Grantville

Good afternoon,

Attached, please find proposal for the above project. Please review and approve at your earliest convenience.

Thank you,



**Gail Elem**  
Senior Administrative Assistant



404.698.1933  
[www.vhb.com](http://www.vhb.com)

1355 Peachtree St, NE  
Suite 100  
Atlanta GA 30309-3269

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Vanasse Hangen Brustlin, Inc. | [info@vhb.com](mailto:info@vhb.com)

**CITY OF GRANTVILLE**  
**APPLICATION FOR SPECIAL EVENT PERMIT**  
(Please Print or Type All Information)



Return completed application and other required forms and information to: City of Grantville, P.O. Box 160, 123 LaGrange Street, Grantville, Georgia 30220. For assistance or information please call 770.583.2289.  
**REFER TO THE SPECIAL EVENTS ORDINANCE FOR SPECIFIC REGULATIONS**

Name of Event: <u>Grantville Spring fest</u>	
Type and Purpose of Event (Check all that apply):	
<input type="checkbox"/> Festival	<input type="checkbox"/> Rally/Demonstration
<input type="checkbox"/> Concert/Street Dance	<input type="checkbox"/> Sale/Auction
<input type="checkbox"/> Parade/March	<input type="checkbox"/> Sidewalk Exhibit
	<input checked="" type="checkbox"/> Race/Walkathon
	<input type="checkbox"/> Fireworks
	<input type="checkbox"/> Other (specify)
Purpose/Description of Event (attach additional sheets if needed): <u>Grantville 5K race</u>	
Name of Director/Sponsor ("Producer"): <u>Richard Proctor Mayor</u>	
Complete Address: <u>123 LaGrange Street Grantville 30220</u>	
Telephone: (Work): <u>470-241-9770</u> (Home):	
* * Attach additional sheet(s) listing Contact information for ALL individuals and/or organizations sponsoring the event. . . include name, complete address, & phone numbers)	
Date(s) and Time(s) of Event (including time for set up prior to, and clean up following, the event) : <u>4/8/2023 8:00 - 10:30</u>	
Location(s) of Event (be specific): <u>11 Church Street in front of Coffee Shop</u>	
Peak Crowd Estimate: <u>200</u>	

\* \* Attach executed "Waiver and Indemnity Agreement"

\* \* Attach Map(s) and Plans showing the following:

1. A site plan showing the layout of the event area, showing the event production area in detail, and specifying the boundaries of the overall event assembly area, including portable toilets to be provided, and show the number of such toilets at each location.
2. Any street closings requested, which streets, who will guard the closed streets, dates and times of closing.
3. Two copies of a drawing with dimensions showing the proposed location of temporary activities, traffic patterns and curb cuts and compliance with Special Events Ordinance.
4. Any temporary outdoor structures proposed to be erected, describing them in detail.
5. Any signs or banners proposed to be erected, giving details.
6. Whether a parade is planned, the time, location and anticipated number of participants. (See "Grantville Parade Ordinance")
7. Any entertainment planned, giving details as to nature, time & place of such entertainment.



8. All street vendors to be involved, giving details, including specifically contracted or regularly licensed vendors.
9. How the applicant proposes to insure the cleanup of the area, including the following information:
  - a. The applicant shall provide detailed plans regarding the following:
    - i. The number, volume and location of containers within the event assembly area for the collection and disposal of solid waste generated by the proposed outdoor festival.
    - ii. The number, volume and location of containers within the event assembly area for the separate collection, removal and recovery of recyclable materials generated by the proposed outdoor festival.
  - b. For any special event required to provide private solid waste collection, the applicant shall provide the name and contact information of the private company contracted for the collection, removal and disposal of solid waste and recyclable materials from public event area.
10. An access plan for all internal emergency services for the festival, specifying how emergency vehicles will reach and leave the site.
11. A specific plan for internal security for the festival, specifying the number of off-duty law enforcement personnel and private security guards which the applicant plans to hire, what arrangements the applicant has made for hiring them, and details of the plan for payment. The internal security plan shall specify that the number of off-duty law enforcement personnel hired by the applicant shall be the same or more than the number of private security guards hired for such purpose. At the option of the applicant the security forces under the internal security plan may be comprised entirely of off-duty law enforcement officers. This section shall not preclude the use of "t-shirt" security in the event production area in addition to personnel mandated herein. "T-shirt" security may be in addition to but may not be in lieu of the required off-duty law enforcement personnel or private security personnel. In the hiring of off-duty law enforcement personnel, the applicant shall give priority to the City of Grantville law enforcement personnel.
12. The internal security plan must show that all off-duty law enforcement personnel to be used for internal security are POST-certified and have jurisdictional authority in the festival area, and that all private security personnel contracted for by the applicant are employed by companies licensed by the State of Georgia Board of Private Detective and Security Agencies. In addition, the internal security plan must list all persons who participated in creating the internal security plan and shall certify that no current city employees participated in creating the internal security plan.
13. Utility services such as electrical power or water will be required, specifying the amount and type, and stating the applicant's proposal, if any, for obtaining such services.
14. Any electrical wiring proposed to be installed, specifying installation details.
15. Whether the applicant intends to gate the festival and charge an admission fee, specifying the amount of the fee and details as how the applicant proposes to gate the festival.
16. A certification by applicant that a notice of intent to hold a special event has been sent by registered mail or by hand delivery to the City of Grantville. A copy of this notice without the attachments shall be attached to the application. If delivered by hand, a receipt must be obtained and attached.
17. The applicant shall be provided with a copy of all ordinances deemed applicable to the conduct of an outdoor festival at the time of receipt of application.

STATE OF GEORGIA  
COWETA COUNTY

**WAIVER AND INDEMNITY AGREEMENT**

In consideration of being permitted by the City of Grantville to host a Special Event or Parade (the "Event"), the undersigned hereby covenants and agrees that the City of Grantville, their officials, officers, employees, agents, members, representatives, volunteers or their respective insurers (collectively referred to hereafter as the "City of Grantville") shall not be liable for any loss, damage, injury or liability of any kind to any person or property caused by, arising from, or in any way related to, the Event, nor shall the City of Grantville be liable for any loss, damage or injury from any cause whatsoever to the property or person of the undersigned or any of its employees, agents, affiliates, representatives, invitees, licensees or other persons attending or affected in any way by the Event.

Notwithstanding anything to the contrary herein contained or irrespective of any insurance carried by the undersigned for the benefits of the above enumerated entities, the undersigned agrees to protect, indemnify, covenant not to sue and hold the City of Grantville harmless from and against any and all costs, expenses (including, without limitation, attorney's fees), damages, losses, actions, causes of actions, fees or liabilities of any nature arising out of or in any way related to the Event.

If executing this agreement on behalf of a business or organization of any kind, the undersigned affirms that he or she has the authority to sign on behalf of said business or organization and to legally bind said business or organization.

*[Signature]*  
Signature

1/27/2023  
Date

Richard Proctor  
Print Name

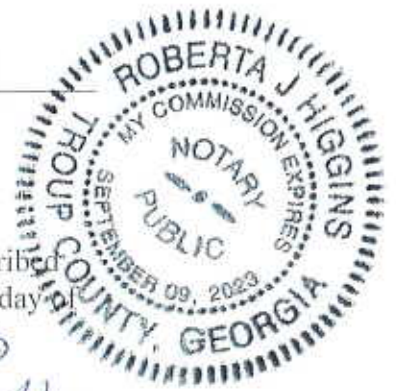
Mayor of Grantville  
Business or Organization Name

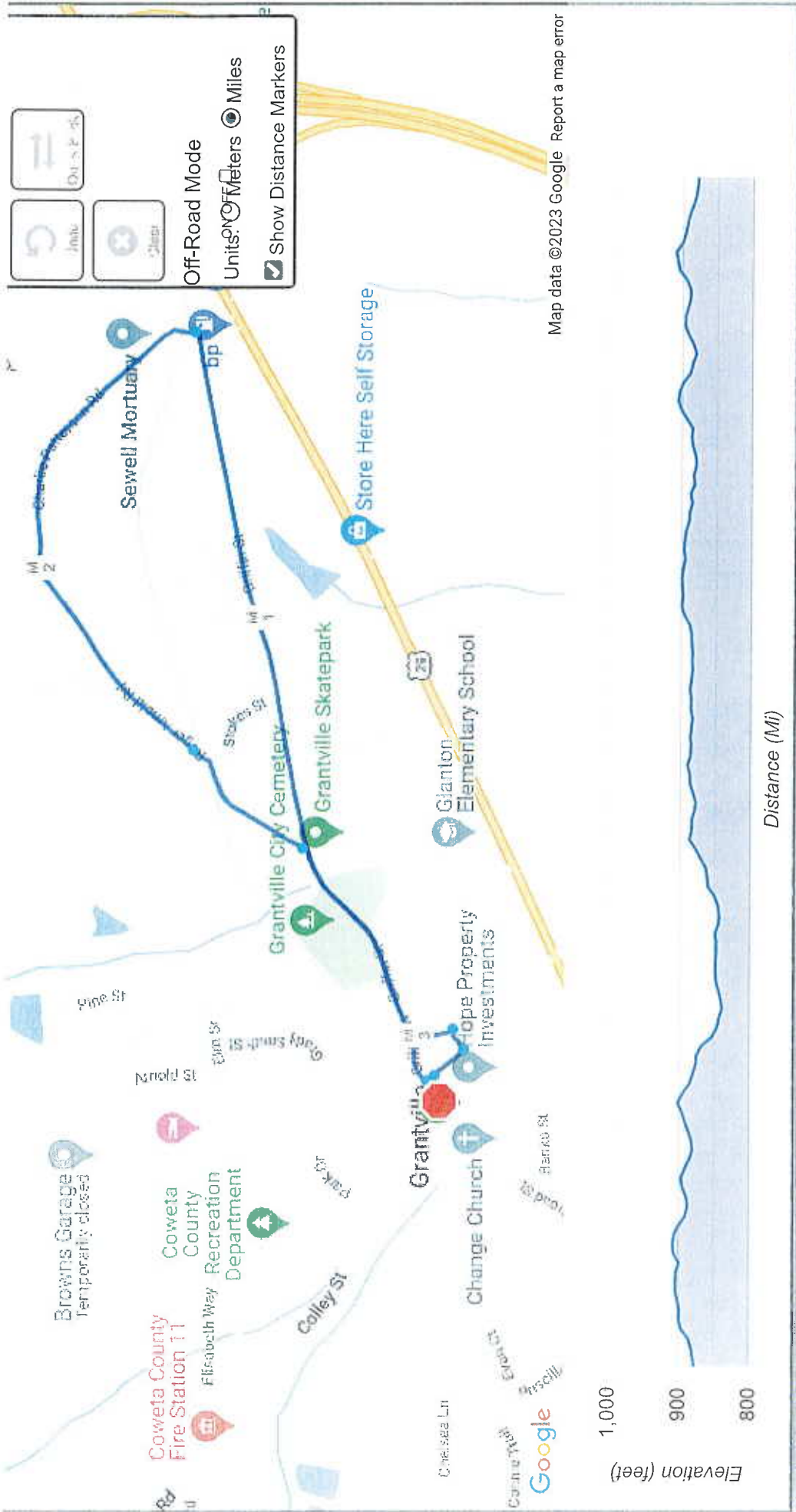
Mayor of Grantville  
Title and Position with Business or Organization

Sworn to and subscribed  
Before me this 27 day of  
January 2023

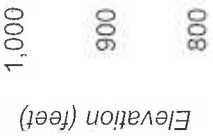
*[Signature]*  
Notary Public, State of Georgia  
My Commission Expires:

9/9/2023





Map data ©2023 Google Report a map error



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Choose File No file chosen





**AUDIENCE PARTICIPATION FORM**

**RECEIVED**  
2/22/23 11:27  
TVA

Date 2-22-2023

Welcome to the meeting of the Grantville City Council. The following rules are designed to promote a fair and open process for the administration of the City of Grantville Government.

1. Council Room demonstrations are not permitted.
2. Anyone desiring to address the Council must fill out this form and return it to the Clerk's office by noon the Wednesday prior to the meeting.
3. The Mayor as presiding officer of the Council may impose time limits and any procedures deemed necessary for the effective operation of the Council.

Your presence is appreciated!

Name Shelly T. Smith

Address 1202 Grandma Branch Road  
Grantville Georgia 30220

Phone 678-793-4374

PLEASE CHECK THE APPROPRIATE BOX

I wish to address the Council on the following issue:  
Kiwanis of Grantville club with  
Park and Recreation Advisory Board  
and Grantville Branch library

I do not wish to address the Council, but I would like to register the following opinion:  
\_\_\_\_\_  
\_\_\_\_\_

Shelly T. Smith  
Signature

Shelly T. Smith  
Print Name