

**MAYOR**  
Edward J. Johnson, Jr.

**CITY MANAGER**  
Ray Gibson

**INTERIM CITY CLERK**  
Chelsea Siemen



**FAYETTEVILLE**  
NO LIMITS ON IMAGINATION

**COUNCIL**  
Mayor Pro Tem  
Rich Hoffman  
T. Joe Clark  
Niyah Glover  
Darryl Langford,  
Scott Stacy

**DATE:**  
**3/26/2024**  
**9:00 AM**

## **WORK SESSION AGENDA**

Call to Order

**Approval of Agenda**

**ITEMS FOR DISCUSSION:**

1. Amendments to the UDO: ***Presented by Director of Community and Economic Development David Rast***
2. Date Change for the June City Council Regular Meeting: ***Presented by City Manager Ray Gibson***
3. Cemetery Tree Removal Bid: ***Presented by Director of Public Services Chris Hindman***

**NEW BUSINESS:**

- 4.** **[VOTING ITEM]** Consider R-17-24 - Amendments to Professional Services Agreement with SAFEbuilt Georgia, LLC - ***Presented by Director of Community and Economic Development David Rast***

**REPORTS AND COMMENTS:**

**RESOLUTION**

**R-17-24**

**ADOPT AMENDED PROFESSIONAL SERVICES AGREEMENT (PSA)  
WITH SAFE BUILT GEORGIA, LLC**

**BE IT RESOLVED**, that the Mayor and Council of the City of Fayetteville, Georgia do hereby adopt the amended Professional Services Agreement as attached in Exhibit “A” between the City of Fayetteville and SAFEbuilt Georgia, LLC for Building Department services.

**SO RESOLVED**, this \_\_\_\_ Day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Edward J. Johnson, Jr., Mayor

\_\_\_\_\_  
Richard J. Hoffman, Mayor Pro Tem

Attest:

\_\_\_\_\_  
T. Joe Clark, Councilmember

\_\_\_\_\_  
Chelsea Siemen, City Clerk

\_\_\_\_\_  
Niyah Glover, Councilmember

\_\_\_\_\_  
Darryl Langford, Councilmember

\_\_\_\_\_  
Scott Stacy, Councilmember

**SECOND AMENDMENT OF  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF FAYETTEVILLE, GEORGIA  
AND SAFEbuilt GEORGIA, LLC**

**THIS SECOND AMENDMENT OF PROFESSIONAL SERVICES AREEMENT** is made effective as of the date of the last signature below by and between City of Fayetteville, Georgia (Municipality) and SAFEbuilt Georgia, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and Consultant shall be jointly referred to as the "Parties".

This Amendment shall be effective on the latest date fully executed by both Parties.

**RECITALS AND REPRESENTATIONS**

WHEREAS, Parties entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on August 20, 2020; and

WHEREAS, the Agreement provides that any changes to the Services of the Agreement may be modified by way of a written instrument, mutually accepted by the Parties; and

WHEREAS, on February 16, 2023, Parties instituted Amendment One to the Agreement with the purpose of revising the Fee Schedule; and

WHEREAS, Municipality desires to amend the Agreement to revise the tiered fee structure.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

1. The above recitals are acknowledged as true and correct and are incorporated herein.
2. Agreement, Exhibit B, 1. Fee Schedule is hereby deleted in its entirety and replaced by Exhibit A hereto incorporated.
3. All other conditions and terms of the original Agreement and Amendment One not specifically amended herein, shall remain in full force and effect.

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

SAFEbuilt GEORGIA, LLC

By: 

Name: Matthew K. Causley

Title: Chief Operating Officer

Date: March 7, 2024

CITY OF FAYETTEVILLE, GEORGIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

# EXHIBIT A

## City of Fayetteville, GA Revised Fee Schedule

### 1. FEE SCHEDULE

- Municipality will promptly notify Consultant of any revisions or amendments to Municipal Fee Schedule
- Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Consultant in providing Services
- Beginning January 01, 2025 and annually thereafter, the hourly 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:**

Building Department Services	Percentage of fee based on construction value*
Includes:	
– Building Official	
– Permit Technician Services	
– Inspection Services (excludes fire)	
– Plan Review Services (excludes structural engineering and fire)	

#### **ADDITIONAL SERVICES**

Planning/Zoning Technician (i.e., setbacks, fences, accessory buildings only)	\$100.00 per hour – one (1) hour minimum
Fire Inspection Services	\$104.00 per hour – two (2) hour minimum
Structural Engineering Plan Review	\$159.12 per hour – one (1) hour minimum
Fire Plan Review Services	\$110.00 per hour – one (1) hour minimum
Review of changes to approved plans	\$106.08 per hour – one (1) hour minimum
Code Enforcement Services	\$70.00 per hour – one (1) hour minimum
Non-Permitted Activity (by request only)	\$79.56 per hour – one (1) hour minimum
Fire Investigative Services	\$104.00 per hour – two (2) hour minimum
After Hours/Emergency Inspection Services	\$106.08 per hour – two (2) hour minimum

<b>*PERCENTAGE OF FEE BASED ON CONSTRUCTION VALUE</b>			
<b>Construction Value</b>	<b>Fee</b>	<b>% of Fee to be retained by Consultant</b>	
\$1 to \$25,000	\$14 for each \$1,000 or fraction thereof (minimum \$150).	75% fee	
\$25,000 to \$50,000	\$250 for the first \$25,000 plus \$10 for each additional \$1,000 or fraction thereof.	75% fee	
\$50,001 to \$100,000	\$500 for the first \$50,000 plus \$8 for each additional \$1,000 or fraction thereof.	75% fee	
\$100,001 to \$500,000	\$750 for first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof.	75% fee	
\$500,001 to \$1,000,000	\$1,500 for the first \$500,000 plus \$5 for each additional \$1,000 or fraction thereof.	75% fee	
\$1,000,001 to \$100,000,000	\$2,000 for the first \$1,000,000 plus \$4 for each additional \$1,000 or fraction thereof	65% fee	All MEP permits to the parent permit will be accessed at this percentage
\$100,000,001-\$200,000,000	\$350,000 for the first \$100,000,000 plus \$3.75 for each additional \$1,000 or fraction thereof	60% fee	All MEP permits to the parent permit will be accessed at this percentage
\$200,000,001 - 500,000,000	\$675,000 for the first \$200,000,000 plus \$3.50 for each additional \$1,000 or fraction thereof	55% fee	All MEP permits to the parent permit will be accessed at this percentage
\$500,000,001 plus	\$1,500,000 for the first \$500,000,000 plus \$3.25 for each additional \$1,000 or fraction thereof	50% Fee	All MEP permits to the parent permit will be accessed at this percentage

Consultant will review identical structures at twenty-five percent (25%) of the original plan review fee.