

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Consideration of Approval of an Inspection and Plan Review Services Contract with the City of Demorest

DATE: February 9, 2026

☒ **RECOMMENDATION**

☐ **POLICY DISCUSSION**

BUDGET INFORMATION:

☐ **STATUS REPORT**

~~ANNUAL-~~

☐ **OTHER**

~~CAPITAL-~~

COMMISSION ACTION REQUESTED ON: February 16, 2026

PURPOSE: To authorize Habersham County to provide building inspection and plan review services within the City of Demorest through the County's Planning and Development Department.

BACKGROUND / HISTORY

The City of Demorest desires to obtain building inspection and plan review services from Habersham County in order to avoid duplicating services and to ensure uniform application of building and development codes. Habersham County operates a professional Planning and Development Department staffed with qualified inspectors capable of providing these services. The agreement promotes efficiency, consistency, and cost-effective service delivery for both jurisdictions

FACTS AND ISSUES:

- The contract is effective January 1, 2026, and remains in effect until terminated by either party with ninety (90) days' written notice.
 - Habersham County will provide all building inspection and plan review services within the municipal limits of the City of Demorest.
 - The County will issue building permits upon City authorization and conduct inspections to ensure compliance with the City's building and development codes.
 - Under the agreement, Habersham County will collect inspection fees associated with services provided within the City of Demorest, including \$65 for residential inspections and \$75 for commercial inspections, applicable to initial inspections and re-inspections.
 - The City may assess and collect an additional administrative fee to offset its own costs related to processing and recordkeeping.
 - Habersham County is responsible for all staffing, equipment, salaries, benefits, and related expenses associated with providing the services.
 - The agreement supports uniform enforcement of building and development codes between the City and the County.
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OPTIONS:

- 1) Approve the recommendation
- 2) Deny the recommendation
- 3) Commission defined alternative

RECOMMENDED SAMPLE MOTION: “I motion to approve the Inspection and Plan Review Services Contract between Habersham County and the City of Demorest.”

DEPARTMENT:

Prepared by: Tim Sims, County Manager

Director: Tim Sims, County Manager

ADMINISTRATIVE**COMMENTS:**

_____**DATE:** _____

County Manager

INSPECTION AND PLAN REVIEW SERVICES CONTRACT

This Inspection and Plan Review Services Contract, effective as of the 1st day of January, 2026, by and between the **CITY OF DEMOREST**, a Georgia Municipal Corporation, with an office and place of business located at 250 Alabama Street, Demorest, Georgia 30535, by and through its duly authorized governing authority, the Mayor and City Council of the City of Demorest (hereinafter referred to as the "City"), and **HABERSHAM COUNTY**, a political subdivision of the State of Georgia, with an office and place of business located at 130 Jacob's Way, Clarkesville, Georgia 30523, by and through its duly authorized governing authority, the Habersham County Board of Commissioners (hereinafter referred to as the "County"). The City and the County may, collectively, be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, where possible and practicable, it is the policy of both the City and the County to avoid duplication of services where the same high level of services may be provided to the citizens of both entities for the same or lesser cost; and

WHEREAS, the County operates a professional and efficient Planning and Development Department composed of knowledgeable and professional inspectors capable of reviewing structures for compliance with building codes which are necessary for the health, safety and welfare of the citizens and businesses of both jurisdictions; and

WHEREAS, it is in the best interest and benefit of all such citizens and businesses to have uniform building codes to provide uniform standards equally applicable to all; and

WHEREAS, the City, in order to avoid unnecessarily duplicating the cost and expense of operating its own Building Inspection Department, desires to obtain the services of the County Planning and Development Department for the review of the structures and development within the City to ensure compliance with the City's building and development codes for the health, safety and welfare of the citizens of the City.

NOW, THEREFORE, in consideration of the recitals hereinabove stated and the mutual promises and agreements hereinafter stated, the receipt and sufficiency of which are hereby

acknowledged by both the City and the County, and the Parties intending to be legally bound, they do hereby agree as follows:

I.
SERVICES

(1) Services: The County agrees to provide to the City building inspection and plan review services on the terms and conditions hereinafter set forth:

(a) The County shall perform all building inspection services and plan reviews within the municipal city limits of the City, by and through the County's Planning and Development Department, to ensure, as best as practical, that all structures within the City comply with the City's building and development codes.

(b) The County, by and through its Planning and Development Department, after being notified that an applicant has the right to apply for a building permit within the City, upon the authorization of the City Council or the City Council's duly authorized agent, shall issue such a building permit to the applicant upon the applicant paying the building permit fee or the building inspection fee, or both, as required by the City.

(c) After the issuance of the building permit, the County, by and through its Planning and Development Department, shall inspect and review the new, the relocated, the refurbished, and renovated structures, or parts of structures, within the City in order to determine whether said structures comply with the building and development codes of the City.

(d) At the time of issuance of the building permit, the County, by and through its Planning and Development Department, shall have the right to receive building inspections fees in the amount of \$65 for residential inspections and \$75 for commercial inspections. These fees shall apply to initial inspections and any re-inspections conducted by the County.

(e) The County, by and through its Planning and Development Department, shall notify the City of the issuance of the building permit by sending a copy of said permit to the City Clerk and shall notify the City of the inspection of the structure which has received a building permit by sending the City Clerk a copy of the certificate of occupancy issued by the Planning and Development Department.

(f) The County, as an independent contractor, shall have complete discretion in the manner of inspection and the number of employees in the County Planning and Development Department. The County shall have complete control over the details of building inspection, and plan review, including

the number of employees to be used, the manner by which it inspects and reviews the structures, and all other details concerning the inspection of structures within the City.

(g) The County shall be responsible for providing the total salary, employee benefits, worker's compensation insurance, payment of social security tax, and all other compensation for the employees and County Planning and Development Department who are used by the County to inspect structures, plans, and development within the City.

(2) Expenses: The County agrees that it will provide and pay for all materials and equipment necessary for the proper inspection of structures, plans, and development within the City. The County shall be responsible for acquiring the appropriate personnel to inspect the structures, plans, and development within the City and providing their salary, benefits, worker's compensation insurance, social security payments and all other compensation for the personnel. The County shall also be responsible for providing all necessary equipment and all expenses incurred in inspecting the structures, plans, and development within the City.

(3) Notification Concerning County Codes: The County agrees that it has reviewed the building and development codes of the City; and at this time, the building and development codes of the City including, but not limited to, the building code, the mechanical code, the plumbing code, the gas code and other state minimum codes are essentially uniform to those of the County as to their substantive provisions. However, the City hereby agrees to adopt the administrative procedures currently in place by the County to enforce the State Minimum Standard Codes for Construction and, in addition, include certain Permissive Standard Codes previously adopted by the City. In order to provide a uniform standard for the structures within the City and County, the County agrees to notify the City as to any amendments or modifications to its Building Code Ordinances in order that the City may likewise amend or modify its codes in order to have uniform standards and facilitate inspection by the County Planning and Development Department.

II.

OBLIGATIONS OF CITY

(1) Authorization to Issue Building Permit: The City shall initially receive the applications of applicants for a building permit; and the City Council, or its duly authorized agent, shall review the application, meet with the applicant, and perform any other duty its policies require in order to determine whether the application for the building permit meets the zoning requirements of the City, the building lot requirements of the City, the setback requirements of the City and any other proper administrative

requirements for the health, safety and welfare of the citizens of the City. The City Council, or its duly authorized agent, upon the determination that the applicant and the application meet such administrative requirements, shall authorize the County Planning and Development Department to issue a building permit after payment of the permit fee or inspection fee, or both, as authorized by the City.

(2) Permit and Inspection Fees: The City agrees it will assess permit and/or inspection fees at a minimum equal to those assessed by the County and that the County, by and through its Planning and Development Department, may collect and retain the fees set forth herein as compensation for its services and to offset the County's costs and expenses in maintaining and operating its Planning and Development Department; however, the City shall have the right to charge and collect, in addition to said fees, a nominal administrative fee in order to offset its costs and expenses in processing applications and reviewing and maintaining records on the issuance of building permits.

(3) Uniformity of Codes: The City agrees, upon notification by the County of an amendment or modification to County's codes, to amend or modify the analogous code of the City in order to provide uniformity of codes and facilitate the inspection of structures and development by the County's Planning and Development Department.

III.

MISCELLANEOUS

(1) Term: Upon adoption by the Parties, the term of this contract shall commence as of the Effective Date first written above and shall continue until one party terminates the contract. Each party to this contract shall have the right to terminate said contract without cause. Said termination shall be effective on the ninetieth (90th) day after receipt of written notification of termination by the other party.

(2) Assignment: This contract is personal in its nature. Neither party hereto shall, without consent of the other, assign nor transfer this agreement or any rights or obligations hereunder.

(3) No Modification: The terms of this contract shall not be altered, amended or modified except in writing signed by duly authorized officers of the City and the County.

(4) Construction under Georgia Law: This contract shall be construed under the laws of the State of Georgia.

(5) Notice: Any notice or communications hereunder shall be in writing and shall be deemed to have been delivered when deposited in the U.S. Mail, registered or certified, addressed as follows:

If to the City:

Mayor
The City of Demorest

P.O. Box 128
Demorest, Georgia 30535

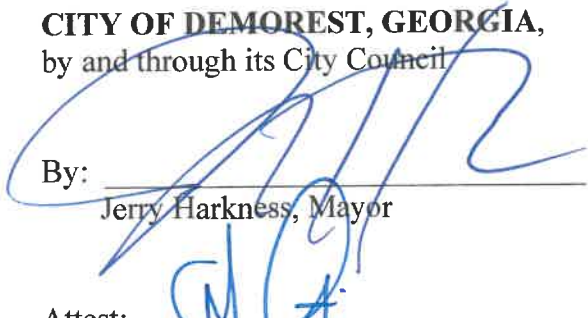
If to the County:

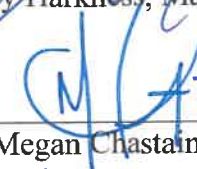
County Manager
Habersham County
130 Jacob's Way, Suite 301
Clarksville, Georgia 30523

or to such other address as either party may designate for itself by written notice to the other party given, from time to time, in the manner provided herein.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective governing authorities, have approved and executed this Agreement as of the day and year first above written.

CITY OF DEMOREST, GEORGIA,
by and through its City Council

By: 
Jerry Harkness, Mayor

Attest: 
Megan Chastain, City Clerk



HABERSHAM COUNTY, GEORGIA,
by and through its Board of Commissioners

By: _____
Jimmy Tench, Chairman

Attest: _____
Brandalin Carnes, County Clerk

(county seal)