

**Pierce County Board of Commissioners
Public Hearing Minutes
Tuesday, February 4, 2020 5:30PM**

Commissioners In Attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in attendance

Jason Rubenbauer, County Manager
Franklin Rozier, County Attorney
Amy Hitt, County Clerk

1. **Call to Order** – Chairman Bennett called the public hearing to order at 5:35 PM. Commissioner David Lowman gave an invocation and Commissioner Mike Streat led the pledge.

2. **Road Closing Request from Jesse Lewis to close Orchard Circle from Jennie Rd to Aarons Way.** Lindsay Thomas, Zoning Administrator shared the application for Road closure. The property was properly posted and the notice was run in the paper. The road was graded on 1/28/2020. Chairman Bennett asked if anyone was present to speak against the request and no one spoke up.

3. **Discussion on USA Community Facilities Loan Grant Program Application for Federal Assistance to purchase a used ISO approved Fire Apparatus.** Chief Nino shared that we started this process in October of 2019 to look for funds to assist with the purchase of a new to us apparatus. This grant would compensate us up to \$25,000.00 toward the purchase of apparatus. We have a very dated fleet and need to start the process of updating the equipment that we have. Have spoken to a vendor that will help us in locating equipment that can meet our needs and our budget. Commissioner Lowman asked how quickly we could be getting the money. Chief Nino stated that this hearing is part of the application process and he will work to submit everything to the USDA as quickly as possible. There were no public questions.

Chairman Bennett adjourned the public hearing at 5:41 PM.

Neal Bennett

Harold Rozier

Mike Streat

Randy Dixon

David Lowman

**Pierce County Board of Commissioners
Regular Meeting Agenda
Tuesday, February 4, 2020 6:00PM**

Commissioners In Attendance

Neal Bennett, Chairman
Harold Rozier, District 1
Mike Streat, District 2
Randy Dixon, District 3
David Lowman, District 4

Staff in attendance

Jason Rubenbauer, County Manager
Franklin Rozier, County Attorney
Amy Hitt, County Clerk

4. **Call to Order** – Chairman Bennett called the meeting to order at 6 pm
5. **Invocation and Pledge of Allegiance** – Commissioner Mike Streat gave an invocation and Commissioner Harold Rozier led the pledge of allegiance.
6. **Approval of the Agenda**

Commissioner Randy Dixon made a motion to approve the agenda as presented. Commissioner David Lowman seconded the motion. All voted aye and motion approved.

7. **Approval of Minutes**
 - a. **Regular Meeting January 7 2020**
 - b. **Called Meeting January 15, 2020**

Commissioner Randy Dixon made a motion to approve the minutes from the January 7, 2020 meeting and the called meeting on January 15, 2020. Commissioner David Lowman seconded the motion. All voted aye and motion approved.

8. **Billy Flynn, Road Superintendent – Presentation of 2019 Road Projects.** Mr Flynn was not in attendance at the meeting. No report was given.
9. **Sheriff Bennett – Presentation for support of Architect for new Jail addition.** **Sheriff Bennett shared that from 2013-2019 the county has spent \$186,000.** Sheriff Bennett shared that the county spent \$186,000 in 2018 waiting on the crime lab for drug cases. The current jail was designed to be able to add beds. He has been working with Studio 8 to put together a design that works for a reasonable budget. Asking that the BOC approve entering into an agreement with Studio 8 for the design of a jail addition that will cost anticipated 3.4 million and the architect fees would be \$240,000. This agreement has been reviewed by commissioners, county manager and the county attorney. Commissioner Lowman asked if the \$186,000 includes deputy costs. Sheriff Bennett responded no that would add about 30-40% more to that figure. At the current jail facility there was significant foresight in that most of the actual site work has already been done for an addition. Commissioner Dixon asked how many additional employees will be needed to cover the additional beds. Sheriff Bennett stated that there would only be a need for 1 additional employee per shift so a total of 4 additional personnel. Commissioner Dixon asked if we would be able to make money from housing

inmates for others and Sheriff Bennett responded that would be the goal. Commissioner Lowman asked what the timeline on the project would be. Sheriff Bennett stated that once the agreement is signed the architect will design the addition and then put the plans out for bid to get a contractor. Studio 8 is aware of the budget that has been set and feels confident that he can get us what we need. Sheriff Bennett restated that there is nothing wrong with the facility that we have we just need more room and when the facility was built, they had the foresight to plan for additions. Sheriff Bennett also stated that the addition will not interrupt the current facility. There is a door that will open once the addition is complete and business will continue as usual.

*AJA Document 8104" - 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the fourth day of February in the year 2020

(Paragraph Deleted)

BETWEEN the Architect's client identified as the Owner:

(Paragraph Deleted)

Pierce County Board of Commissioners

312 Nichols Street

Blackshear, GA 31516

Telephone: (912) 449-2022

and the Architect:

(Paragraph Deleted)

Studio 8 Design, LLC 2722 N. Oak Street Valdosta, GA 31602

Telephone Number: (229) 244-1188

for the following Project:

(Paragraph Deleted)

Pierce County Jail Addition

300 Pierce Industrial Blvd.

Blackshear, GA 31516

The Owner and Architect agree as follows.

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INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(Paragraph Deleted)

The construction budget for the work is \$3,460,000.00 .

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form . The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Paragraph Deleted)

.1 General Liability

\$2,000,000 Aggregate

\$1,000,000 per claim

.2 Automobile Liability

\$1,000,000 Aggregate

.3 Workers' Compensation State Requirements Met

\$1,000,000 per claim

.4 Professional Liability

\$2,000,000 Aggregate

\$2,000,000 per claim

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104--2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work .

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional,

provided the submittals bear such professional 's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section

4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents .

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records , written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information , and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering , landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement.

(Paragraph Deleted)

§4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization . Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 1 1.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service

§ 4.2.2 The Architect has included in Basic Services fourteen (14) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§4.2.4 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect , extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1 ; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because

the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A191-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures

in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs

attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

(Paragraphs Deleted)

(Paragraph Deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A 104-201 7, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum

\$240,000.00

(Paragraphs Deleted)

(Paragraph Deleted)

§ 11.2 For Supplemental Services identified in Section 4. 1, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

Any change in project scope ordered by the Owner, whether prior to construction contracting or by change order to a construction contract, shall result in extra fee to the Architect equal to 7.5% of the construction cost of the added scope.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

(Paragraph Deleted)

A fee to be negotiated.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 1 1.2 or 1 1.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	Twenty-five percent	(25 %)
Construction Documents	Twenty-five percent	(25 %)
Construction Contracting	Twenty-five percent	(25 %)
Construction Administration	Twenty-five percent	(25 %)
Total Basic Compensation	one hundred percent (100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

(Paragraphs Deleted)

(Table Deleted)

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Paragraphs Deleted)

.3 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs Deleted)

.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraphs Deleted)

§ 11.8.3 Costs related to transportation, communication, printing, postage and other such expenses normal to the practice of architecture are included in the lump sum fee.

(Paragraphs Deleted)

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Paragraph Deleted)

l % per month

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Paragraph Deleted)

12.1 The Architect shall arrange and pay for all necessary site surveys and investigation and construction testing required by the work.

12.2 All travel, printing, copying, and other incidental costs of providing service under this Contract is included in the Contract Sum.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B 104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect

.2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

NIA

.3 Exhibits:

NIA

.4 Other documents:

Commissioner Harold Rozier made a motion to approve signing the agreement presented by the Sheriff with Studio 8 for architectural design of a jail addition. The architect fees will be \$240,000.00. Commissioner David Lowman seconded the motion. All voted aye and motion approved.

10. County Managers Report & December Financial Report – Jason Rubenbauer.
February 4, 2020

- Financial Report as of 12/31/2019
 - a. Total expenditures (\$8,204,000) were \$864,000 under projections for the year
 - 1. Lowest year of expenditures since 2015 (\$8,082,000)
 - 2. Department heads managed their respective budgets very well with the average departmental budget at 90.5% for the year
 - 3. Majority of the areas of saving were due to recent improvements to the county owned facilities reducing repair costs and consolidation of administrative service functions including EMS
- County Manager Report
 - a. Roads
 - i. Cason Road
 - 1. Pipe Replacement is taking place near the intersection of Meadow Wood Rd
 - 2. East Coast has laid the widening course and is awaiting completion of the pipes installation before beginning the leveling and finish courses
 - ii. Ware Street
 - 1. Drainage improvements have been made at the intersection with Cardinal Road
 - 2. Widening course has been laid
 - 3. Leveling course is being applied and should be finished this week
 - 4. Once finished the crews will be going back over and laying the finish course.
 - iii. E. Horseshoe, N. Horseshoe, Mershon Roads
 - 1. Pipes have been installed from Hwy 121 to Rufus Road
 - 2. Pipe was being installed in the branch between Rufus and Carnes Road yesterday
 - 3. Deep patch has been applied throughout the project and has already made a significant improvement to the roadway
 - b. GDOT/FHWA Local Road Safety Project Pilot Program
 - i. Macon last week (1/29—30)
 - ii. Georgia ranks 6th in the nation in fatal traffic accidents with an average of 1500 fatalities per year
 - iii. 42% of those fatalities occur on local roadways (County/City owned)
 - iv. Pierce County has had a total of 2,542 crashes from 2011 until January 2020 resulting in:
 - v. 1,138 injuries
 - vi. 39 fatalities
 - vii. Ultimate goal of the program is to use the data collected from law enforcement reports to move towards zero fatalities on our city and county roadways
 - viii. Will be working with the Sheriff, State Patrol, and City police Chiefs to ensure data being reported to the GEARS system is timely and accurate as this is crucial to ensure that we can then determine the causes for effective solutions to the problems that exist on our roads.

11. Request to approve Conditional Use Permit for a new telecommunications tower at 5036 Allen Walker Road, Blackshear for AT & T. Lindsay Thomas, Zoning Administrator presented a recommendation from the Joint Planning Advisory Board to approve a request for a conditional use permit for 5036 Allen Walker Rd for AT & T to install a telecommunications tower.

Commissioner Randy Dixon made a motion to approve a Conditional Use Permit for Jennifer Tanner at 5036 Allen Walker Road to allow AT & T to install a new telecommunications tower. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

- 12. Request to approve and award the bid on the fire stations for Bearville and Southside to Atlas Manufacturing – Alapaha, GA for a total of \$149,500.00 the attached plat to be recorded.** Chief Nino shared that these two stations needed to be replaced. It was decided to replicate the Walkerville station and create a dual-purpose building at both locations. This will allow for the Fire Department to have adequate space and for there to be space for EMA to utilize during emergencies. There were 7 proposals submitted. The low bidder was Atlas Manufacturing, Alapaha, GA at \$149,500.00 for both stations. Significant time was spent to make sure that the needs were met for the minimum cost. Commissioner Lowman asked if this included rough in of electrical and plumbing. Chief Nino responded yes and that this is being designed to allow for growth as needs may arise. Commissioner Streat shared that he would like to see something like this considered for the area behind Farris. Jonathan Pope stated that he wants to make sure that the county is comparing apples to apples on this project as he has concerns that the company can provide the quality for the price. Tyrone Harris also stated that he submitted a drawing with his proposal as none was provided with the bid documents and he included plumbing rough-in. Commissioner Lowman asked if the exterior of all the proposals was the same. County Manager Rubenbauer stated that he would have to do some reviewing to ensure that. He did have the purchasing office verify that the steel was red iron and it is. Chief Nino stated that he contacted BackSteel who did the Walkerville station and got estimates for the project budget and these prices are within the anticipated budget of the project. Commissioner Dixon wants to make sure we are comparing apples to apples and if so he wants to make sure that we hold them to the price submitted with no change orders. Commissioner Lowman asked to verify that the exterior metal is the same in the proposals. Mr Pope stated that he and Mr. Harris proposed 26 gauge ext.

Commissioner Randy Dixon made a motion to table this item for more information and have a called meeting as soon as the information can be verified. Commissioner Harold Rozier seconded the motion. All voted aye and the motion was approved.

- 13. Request to approve closing of Orchard Circle from Jennie Rd to Aarons Way at the request of adjoining property owner Jesse Lewis.** Jesse Lewis presented a request to close Orchard Circle. A public hearing was held this same evening at 5:30 PM and there was no one present in opposition to the request.

Commissioner Randy Dixon made a motion to close the portion of Orchard Circle from Aarons Way to Jennie Road and deed the property to Jesse Lewis as he is owner of all adjoining property. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

- 14. Request to approve amendment of the Grady EMS Agreement to change from the current to a calendar/budget year cycle.** County Manager Rubenbauer stated that this will change the contract to a calendar year cycle to match the budget year.

AMENDMENT #1 TO EMERGENCY MEDICAL SERVICES AGREEMENT

PIERCE COUNTY, GEORGIA and GRADY MEMORIAL HOSPITAL CORPORATION
d/b/a SOUTH GEORGIA EMERGENCY MEDICAL SERVICE

This Amendment #1, effective as of the last date signed below, formally amends the terms of the Emergency Medical Services Agreement (“Agreement”) previously executed by and between Pierce County, Georgia (“County”) and Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service (“Contractor”), dated April 15, 2019. All other terms and conditions of the original Agreement not amended herein remain unchanged.

By signature below, the Parties agree to modify the Agreement as follows:

Section IV, Compensation

(a) Annual Fee.

As compensation for the ambulance and emergency medical services provided for herein, County will pay to Contractor an annual fee of \$400,000 each year for the term of this Agreement. Said amount will be paid in equal monthly payments of \$33,334/mo. The first payment of \$33,334 will be due on March 15, 2020.

Section V, Term

(a) The Initial Term of this Agreement will be from April 15, 2019 to April 15, 2020 (“Initial Term”).

(b) This Agreement may automatically renew for a period of twelve (12) months (each a “Renewal Term”) under the same terms and conditions as provided herein, unless either party sends written notification of termination. The first Renewal Term of this Agreement will be from April 15, 2020 to December 31, 2020. Thereafter, each Renewal Term of this Agreement will be on a calendar year from January 1 to December 31, which may extend the provisions of this Agreement through December 31, 2024. Either party may terminate this Agreement by notifying the other party, in writing, not less than ninety (90) days’ prior to the expiration of a Renewal Term.

(c) Pursuant to applicable law, during the Initial Term and any Renewal Term, this Agreement shall terminate absolutely and without further obligation by County at the end of the calendar year and automatically renew at the beginning of the subsequent calendar year, unless otherwise terminated or non-renewed by either Party.

Pierce County

Name: _____

Title: _____

Date: _____

Grady Memorial Hospital Corporation d/b/a South Georgia Emergency Medical Service

Name: _____

Title: _____

Date: _____

Commissioner David Lowman made a motion to amend the agreement with Grady EMS for the term to be on the calendar year moving forward. Commissionr Mike Streat seconded the motion. All voted aye and motion was approved.

15. Request to increase the cost of Grady’s EMS service to \$400,000 due to fewer than anticipated calls. County Manager Rubenbauer shared that there have been numerous meetings regarding calls information that was given for the contract. The call volume that was presented to Grady was not accurate. Communication with the Sheriff, 911 and Grady has allowed me to determine how the discrepancy happened and figure a more accurate count of call volume. Commissioner Lowman wants to make sure that we still re negotiate the contract annually. County Manager Rubenbauer shared that is the case and we can now better monitor the call volume to make sure that it benefits everyone. Commissioner Rozier stated that we should be bidding out occasionally to make sure that we are

getting the best service for the citizens as this is a necessary service. County Manager Rubenbauer stated that even with the increase to \$400,000.00 the cost to the county for the service is a savings. Commissioner Rozier stated that the liability savings are big as well. Commissioner Lowman asked that we ensure that there are ways for the county to hold Grady accountable for providing what we need as well.

Commissioner Harold Rozier made a motion to approve the increase on the fee to Grady to \$400,000 annually as in the amendment #1 of the agreement. Commissioner Mike Streat seconded the motion. All voted aye and motion was approved.

16. Request to approve Resolution for application for the 2020 CDBG for a second phase at Sandy Bottom.

RESOLUTION OF PIERCE COUNTY, GEORGIA

TO SUBMIT AN APPLICATION TO OBTAIN 2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING

WHEREAS, Pierce County has identified a need for public infrastructure specifically, street and drainage improvements; and

WHEREAS, Pierce County lacks sufficient funds to address the identified need; and

WHEREAS, the Georgia Department of Community Affairs Community Development Block Grant (CDBG) program has funds to assist Pierce County in addressing this need;

THEREFORE, be it resolved that Pierce County will submit a Community Development Block Grant application for the 2020 round of competition to the Georgia Department of Community Affairs to address the identified need and authorizes the Chairman as the official representative to act in connection with the application.

SO RESOLVED this 4th day of February 2020.

Signature of Chairman

Signature of County Clerk

Commissioner Harold Rozier made a motion to approve the resolution for application submittal of the 2020 CDBG. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

ADJOURN – Chairman Bennett adjourned the meeting at 7:01 PM

Neal Bennett

Harold Rozier

Mike Streat

Randy Dixon

David Lowman