



PUBLIC SERVICES COMMITTEE MEETING AGENDA

Commission Chamber

Tuesday, August 29, 2023

1:00 PM

PUBLIC SERVICES

- 1. New Ownership: A.N. 23-33:** A request by Kourtney Patel for a retail package **Liquor, Beer, & Wine** License to be used in connection with Stevens Creek Wine & Spirits located at 1061 Stevens Creek Road. District 7. Super District 10.
- 2. Address Change Only:** A request by Leonard Thomas Silas for a change of address for **RTS-Restorative Therapy Solutions** from **1219 West Wheeler Pkwy. to 149 Davis Road.** District 7 Super District 10.
- 3.** Presentation by Cliffisms Sports & Spirits regarding their application for a Sunday sales license.
- 4. Mr. Daniel New** regarding transient occupant confusion. (**Referred from August 8, 2023 Commission meeting**)
- 5.** Discuss the process of implementing a panhandling ordinance. (**Requested by Commissioner Sean Frantom**)
- 6.** Motion to receive a donation from the Trust of Oakland Park.
- 7.** Motion to allow the Augusta Aviation Commission and its representatives to work with the Augusta Law Department on an amendment to the CFC Ordinance. Approved by the Augusta Aviation Commission on July 27, 2023.
- 8.** Motion to approve the minutes of the Public Services Committee held on August 8, 2023.
- 9.** Motion to approve bid award contract for RFQ# 23-153 ARTS Freight Plan Update to Metro Analytics.
- 10. Discuss** the development of a food truck ordinance in downtown Augusta that is far to everyone. (**Referred from the August 15, 2023 Commission Meeting**)



Public Services Committee Meeting

August 29, 2023

Alcohol Application

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Business License & Customer Service Manager
Caption:	New Ownership: A.N. 23-33: A request by Kourtney Patel for a retail package Liquor, Beer, & Wine License to be used in connection with Stevens Creek Wine & Spirits located at 1061 Stevens Creek Road. District 7. Super District 10.
Background:	This is a New Ownership Application. Formerly in the name of C.K. Bailey.
Analysis:	The applicant meets the requirements of the City of Augusta's Alcohol Ordinance.
Financial Impact:	The applicant will pay a pro-rated fee of \$2,330.00.
Alternatives:	N/A
Recommendation:	The Planning & Development approved the application subject to additional information not contradicting the applicant's statements. The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: A.N. 23-33

Application Type: Retail Package Liquor, Beer, Wine

Business Name: Stevens Creek Wine & Spirits

Hearing Date: August 29, 2023

Report Prepared By: Julietta H. Walton, Business License & Customer Service Manager

Applicant: *Kourtney Patel*

Property Owner: Ester B. Murry

Address of Property: 1061 Stevens Creek Road

Tax Parcel #: 012-0-10-00-0

Commission District: District: 7 Super District: 10

Background: Existing Location (**New Ownership**)

ANALYSIS: Location restrictions: zoning and proximity to churches, libraries, schools, and public recreation areas.

- **Zoning:** B-2(General Business) Zone
- **Distance Requirements:** The proposed location for retail package Liquor, Beer & Wine meets the minimum distance location to churches, schools, libraries, and public recreation areas.

ADDITIONAL CONSIDERATIONS:

- **Reputation, character.** The applicant's reputation, character, trade and business associations or past business ventures, mental and physical capacity to conduct business.
- **Previous violations of liquor laws.** If the applicant is a previous holder of a license to sell alcoholic liquors, whether or not he has violated any laws, regulations or ordinance relating to such business.
- **Manner of conducting prior liquor business.** If the applicant is a previous holder of a license to sell alcoholic liquors, the manner in which he conducted the business thereunder especially as to the necessity for unusual police observation and inspection in order to prevent the violation of any law, regulation or ordinance relating to such business.

- **Location.** The location for which the license is sought, as to traffic congestion, general character of neighborhood, and the effect such an establishment would have on the adjacent surrounding property values.
 - **The proposed is an Existing Location.**
- **Number of licenses in a trading area.** The number of licenses already granted for similar business in the trading area of the place for which the license is sought.
- **Dancing.** If dancing is to be permitted upon the premise for which the license is sought and the applicant has previously permitted dancing upon the premises controlled or supervised by him, the manner in which he controlled or supervised such dancing to prevent any violation of any law, regulation, or ordinance.
- **Previous revocation of license.** If the applicant is a person, whose license issued under the police powers of any governing authority has been previously suspended or revoked or who has previously had an alcoholic beverages licenses suspended or revoked. Payment of taxes. If the applicant and business are not delinquent in the payment of any local taxes.
- **Congregation of minors.** Any circumstances, which may cause minors to congregate in the vicinity of the proposed location, even if the location meets the distance requirement under section 6-2-64 (b) herein.
- **Prior incidents.** Evidence that a substantial number of incidents requiring police intervention have occurred within a square city block of the proposed location during the twelve (12) months immediately preceding the date of application.
- **Previous Denial or Revocation.** The denial of an application or revocation of a license, occurring within the preceding twelve (12) months, which was based on the qualifications of the proposed location.

FINANCIAL IMPACT: The applicant will pay a pro-rated fee of \$2,330.00.

RECOMMENDATION:

The Planning & Development approved the application subject to additional information not contradicting the applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Alcohol Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.



Augusta-Richmond County Planning & Development Department
1803 Marvin Griffin Road
Augusta, GA. 30906

ALCOHOL BEVERAGE APPLICATIONAlcohol Number _____ Year 2023 Alcohol Account Number _____

1. Name of Business Stevens Creek wine and spirits
2. Business Address 1061 Stevens Creek Road
3. City Augusta State GA Zip 30907
4. Business Phone (403) 542 3934 Home Phone ()
5. Applicant Name and Address: Hourtney Patel
954 5th Street
Augusta, GA 30901
6. Applicant Social Security # _____ D.O.B. _____
7. If Application is a transfer, list previous owner: _____
8. Business Location: Map & Parcel 612-0-010-00-0 Zoning Commercial
9. Location Manager(s) Hourtney Patel
10. Is Applicant an American Citizen or Alien lawfully admitted for permanent residency?
(☒) Yes () No

OWNERSHIP INFORMATION

11. Corporation (if applicable): Date Chartered: 05-17-2023
12. Mailing Address:
Name of Business Stevens Creek SPIRITS LLC
Attention Hourtney Patel
Address 441 Broad Street
City/State/Zip Augusta, GA 30901
13. Ownership Type: () Corporation () Partnership (☒) Individual
14. Corporate Name: STEVENS CREEK SPIRITS LLC
List name and other required information for each person having interest in this business.

Name	Position	SSNO#	Address	Interest
<u>Hourtney Patel</u>	<u>owner</u>	<u>---</u>	<u>954 5th Street</u> <u>Augusta, GA 30901</u>	<u>100%</u>

15. What type of business will you operate in this location?
() Restaurant - Full () Lounge () Convenience Store
() Restaurant - Limited (☒) Package Store () Hybrid
() Other: _____

License Information	Liquor	Beer	Wine	Dance	Sunday Sales
Retail Package Dealer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
Consumption on Premises					
Wholesale					

Total License Fee: \$ _____
Prorated License Fee: (After July 1 ONLY) \$ _____

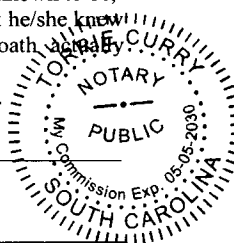
16. Have you ever applied for an Alcohol Beverage License before: NO
If so, give year of application and its disposition: _____
17. Are you familiar with Georgia and Augusta-Richmond County laws regarding the sale of alcoholic beverages? (☒) Yes () No If so, please initial HP



18. Attach a passport-size photograph (front view) taken within two years. Write name on back of the dealer submitting the license application.
19. Has any liquor business in which you hold, or have held, any financial interest, or are employed, or have been employed, ever been cited for any violation of the rules and regulations of Augusta-Richmond County or the State Revenue Commission relating to the sale and distribution of distilled spirits? () Yes ☒ No
If yes, give full details: _____
20. Have you ever been arrested, or held by Federal, State, or other law-enforcement authorities, for any violation of any Federal, State, County or Municipal law, regulation or ordinance: (Do not include traffic violations, with the exception of any offenses pertaining to alcohol or drugs). All other charges must be included, even if they are dismissed. () Yes ☒ No
If yes, give reason charged or held, date and place where charged and its disposition. _____
21. List owner or owners of building and property.
Grey Murray
22. List the name and other required information for each person, firm or corporation having any interest in the business. Kourtney Patel
Stevens Creek Spirits LLC
23. If a new application, attach a surveyor's plat and state the straight line distance from the property line of school, church, library, or public recreation area to the wall of the building where alcohol beverages are sold.
A) Church _____ C) School _____
B) Library _____ D) Public Recreation _____
24. State of Georgia, Augusta-Richmond County, I, Kourtney Patel
Do solemnly swear, subject to the penalties of false swearing, that the statements and answers made by me as the applicant in the forgoing alcoholic beverage application are true.
Kourtney Patel
Applicant Signature
25. I hereby certify that Kourtney D. Patel is personally known to be, That he/she signed his/her name to the forgoing allocation stating to me that he/she knew and understood all statements and answers made herein, and, under oath administered by me, has sworn that said statements and answers are true.
This 11th day of July, in the year 2023.

Applicant Signature

Notary Public



FOR OFFICE USE ONLY

Department Recommendation	Approve	Deny	Comments
Alcohol Inspector			
Sheriff			
Fire Inspector			

The Board of Commissioners on the _____ day of _____, in the year _____.
(Approved, Disapproved) the forgoing application

Administrator

Date



Public Services Commission Meeting

August 29, 2023

Massage Operator (**Address Change Only**)

Department:	Planning & Development Department
Presenter:	Julietta H. Walton, Customer Service & Business License Manager
Caption:	Address Change Only: A request by Leonard Thomas Silas for a change of address for RTS- Restorative Therapy Solutions from 1219 West Wheeler Pkwy., to 149 Davis Road. District 7 Super District 10.
Background:	This is an Existing Massage Therapist.
Analysis:	The applicant meets the requirements of the City of Augusta's Massage Therapy Ordinance.
Financial Impact:	The applicant will pay a \$120.00 Administrative Fee.
Alternatives:	N/A
Recommendation:	Approval
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

**PLANNING & DEVELOPMENT DEPARTMENT
STAFF REPORT**

Case Number: Discussion

Application Type: Massage Operators License (**New Location-Change of Address**)

Business Name: RTS-Restorative Therapy Solutions

Hearing Date: August 29, 2023

Report Prepared By: Julietta H. Walton, Business License and Customer Service Manager

Applicant: *Leonard Thomas Silas*

Property Owner: Davis MD LLC

Address of Property: 149 Davis Road

Tax Parcel #: 016-0-021-00-0

Commission District: District: 7 Super District: 10

Background: **This is New Location (Change of Address)**

ANALYSIS: Location restrictions:

- **Zoning:** B-2 (General Business)

LICENSE REQUIRED:

- Any person desiring to own, operate, conduct, or carry on, in Augusta, Georgia, the business of offering or providing massage therapy, before doing so shall have in his/her possession the current operator's license. A licensee holding an operator's license under this chapter is not authorized or licensed to actually perform the massage therapy on customers of the massage therapy business unless such licensee also holds a massage therapy license. Any person other than an exempt person, employed or otherwise engaged by a massage therapy business to perform massage therapy on members of the public shall, prior to engaging in such activity, have in such person's possession, a then current massage therapy license issued by the Augusta-Richmond County Commission. A licensee holding a massage therapy is not licensed to own, operate, conduct or carry on a massage therapy business without an operator's license. Any massage therapy business which does not maintain an office in Augusta, but which sends a massage therapist into Augusta to provide massage therapy on an outcall basis,

must possess an operator's license. Any person providing massage on an outcall basis must possess a massage therapy license.

Qualifications for operator's license: § 6-4-3

- Must be at least 18 years of age and have received a high school diploma or graduate equivalency diploma.
- Must be a citizen of the United States or alien lawfully admitted.
- Must show ownership in the business.
- Consent to a criminal background
- No operator's license shall be issued to any person convicted of or pleading guilty or nolo contendere to any charge under any federal, state, or local law. Within ten years prior to filing date of application for an operator's license.
- No operator's license shall be issued to any person who has had any license under the police powers of Augusta revoked within two years to filing the application for an operator's license.
- If a person in whose name an operator's license is issued is not a resident of Augusta, such person must appoint and continuously maintain in Augusta a registered agent upon whom any process, notice or demand required or permitted by law or under this chapter may be served.
- An operator's license may be denied where it appears the Augusta Richmond County Commission that the applicant does not have adequate financial strength or adequate financial participation in the proposed business to direct and manage its affairs, or where it appears that the applicant is intended or likely to be a surrogate for a person who would not otherwise qualify for an operator's license.
- At the time of filing the application for an operator's license and thereafter, the applicant must have in his/her employ or under a binding contract, a person who holds a massage therapy license for the applicant if the operator's license is granted

FINANCIAL IMPACT: The applicant will pay an administrative fee of \$120.00 for the Massage Operator's License (**Change of Address Only**).

RECOMMENDATION: The Planning & Development approved the application subject to additional information not contradicting applicant's statements.

The Sheriff's Office approved the application subject to additional information not contradicting applicant's statements.

Note: The staff report includes the information available approximately two weeks prior to the Public Services Committee meeting. It represents an evaluation of the facts presented by the applicant, research done by the staff, and consideration of the relevant factors in the Comprehensive Zoning Ordinance and the Massage Therapy Ordinance of Augusta, Georgia. New facts may emerge, and staff reserves the right to make an oral recommendation at the hearing based on all the information available at that time.

BUSINESS LICENSE APPLICATION

CALENDAR YEAR Item 2.

Augusta, Georgia Planning & Development

1803 Marvin Griffin Road Augusta, GA 30906

535 Telfair Street Suite 300 Augusta, GA 30901

Location & Name
Amendment
Circle One: New ☒ Amended ☐

Office: (706) 312-5050

Fax: (706) 312-4277

Fax: (706) 312-5037

Report Changes in Location / Mailing Address Promptly

COMPLETE ALL FIELDS RTS only

Please Print in Ink

Date Started New Business: _____ Estimated Yearly Gross Revenue (1): \$ _____

Business Name: RTS - Restorative Therapy Solutions

Mailing Address: _____

(Complete Mailing Address - City, State, Zip Code)

* Physical Location: 149 Davis Rd Ste B Augusta, GA 30907
(Complete Street Address - NO PO BOX - City, State, Zip Code)

Primary Phone Number: _____ Secondary Phone Number: _____

Email Address: Restorativej@gmail.com **Circle** a contact method: Mailing Address Phone Text Message Email Fax

Description of Business: Sports Massage Therapy

Owner's Name and Address: Leonard Thomas Silas 230 E. Truitt St., Harlem, GA 30884
Is Owner a Disabled Veteran ☐ Yes ☒ No ☐

Last 4 SSN (Required): _____ Primary Contact Number: _____

Officer's Name and Address: _____

Last 4 SSN (Required): _____ Officer's Position / Title: _____ Phone Number: _____

Emergency Contact Name: Lona Silas Primary Phone Number: _____

Local Contact Name: " Primary Phone Number: "

Number of Decals: _____ (Transportation / Contractors / Vending) Number of Employees (Company): _____

Federal Tax ID: _____ State Tax ID: _____

In accordance with the Business Ordinance of Augusta, Georgia, I, the undersigned, certify that I am the person duly authorized by the business herein named to file this application, including the accompanying schedules and statements and that the same are true, correct, and complete.

Applicant's Signature: Leonard Thomas Silas Date: 6-14-23

(1) Professionals and certain practitioners have the option of paying \$400 Professional Fee per practitioner in lieu of reporting gross receipts.

Check with the Business Tax Office to determine eligibility for this option. Number of Professionals: _____

Please Read and Initial each statement below:

ST All business licenses expire December 31st each year. It is the responsibility of the business owner to renew the license before January 31st each year to avoid late fee penalties. need pass

ST All renewal applications are due prior to October 31st each year to avoid Failure To Submit Required Paperwork penalties.

ST I understand the penalty fees will not be dropped for my failure to make timely reports.

FOR BUSINESS LICENSE OFFICIAL USE ONLY

Account # LCR Parcel ID: _____

Zoning: B2 NAICS Code: _____ Tax Class: 02 Entered By: YMD

12/06/2022

OFFICE LEASE AGREEMENT

This **OFFICE LEASE AGREEMENT** (this "**Lease**") is made as of this 6th day of December, 2022 ("**Effective Date**") by and between **Davis MD LLC.**, a Georgia limited liability company ("**Landlord**"), and **Restorative Therapy Solutions**, a Georgia company ("**Tenant**").

1. BASIC LEASE PROVISIONS:

- 1.1. Property: 149 Davis Road Suite B
- 1.2. Premises: approximately 550 rentable square feet ("**RSF**") in Bulding 149 of the premises as shown in Schedule 1.
- 1.3. Commencement Date: The same as the execution date of the lease.
- 1.4. Rent Commencement Date: Same as execution date of the lease.
- 1.5. Expiration Date: Twelve (12) full months after the first calendar day of the month following the Rent Commencement Date. If the Rent Commencement Date falls on the first calendar day of the month, the Expiration Date shall be twelve (12) full months after the Rent Commencement Date.
- 1.6. _____
- 1.7. Base Rent: From and after the Rent Commencement Date, Tenant shall pay Base Rent in accordance with the following schedule:

<u>Period of Term</u>	<u>Annual Base Rent (PSF)</u>	<u>Annual Base Rent</u>	<u>Monthly Base Rent</u>
Months 1 to 12			
Months 13 to 24			

The foregoing figures and actual dates shall be finalized and specified in the Commencement Date Agreement to be executed and delivered by Landlord and Tenant after the Commencement Date, based on the final Commencement Date and any adjustments for costs paid by Landlord on Tenant's behalf that are added to the Base Rent and amortized over the Lease Term, if any.

- 1.8. Base Year Adjustments: 3% escalation annually
- 1.9. Addresses for notices:

(a) Tenant:

1

Office Lease
149 Davis Road Suite B
Augusta, GA 30909



12/06/2022

[Restorative Therapy Solutions]
P.O. Box 1272
230 E. Tripp St
[Harlem, GA 30814]
Attn: [Leonard Thomas Silas]

(b) Landlord:

For payment of rent and all correspondence:

Beman Group and Blanchard and Calhoun
237 Davis Road
Augusta, GA 30907

For all legal notices and other legal correspondence:

Beman Group and Blanchard and Calhoun
237 Davis Road
Augusta, GA 30907

- 1.10. Permitted Use: Operation as an athletic massage therapist office.
- 1.11. Landlord's Work: None
- 1.12. Tenant Improvements: None
2. **DEFINITIONS**: Unless the context otherwise specifies or requires, the following terms will have the meanings set forth below:
 - 2.1. Common Areas: shall mean all areas and facilities outside the Premises and within the exterior boundaries of the Property (that are not leased to other tenants) and that are provided and designated by Landlord, in its sole discretion from time to time, for the general use and convenience of Tenant and other tenants of the Property and their authorized representatives, employees, invitees and the general public (such as parking areas, driveways, sidewalks, pedestrian walkways, loading areas, patios, lawn, landscaped areas, plazas, common entrances, stairways, hallways, corridors, elevators, restrooms, lobbies and the roof and exterior of the building). Landlord reserves the right to lease to and designate, from time to time, any Common Areas of the Property, including entrances, restrooms, stairways, storage rooms, loading areas, parking spaces and/or driveways, for the exclusive use of certain existing or future tenants of the Property.
 - 2.2. Environmental Law: shall mean any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation, CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980),





Public Services Committee

August 29, 2023

Cliffisms Sports & Spirits

Department:	N/A
Presenter:	N/A
Caption:	Presentation by Cliffisms Sports & Spirits regarding their application for a Sunday sales license.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input type="checkbox"/> Commission	Date of Meeting _____
<input type="checkbox"/> Public Safety Committee	Date of Meeting _____
<input type="checkbox"/> Public Services Committee	Date of Meeting _____
<input type="checkbox"/> Administrative Services Committee	Date of Meeting _____
<input type="checkbox"/> Engineering Services Committee	Date of Meeting _____
<input type="checkbox"/> Finance Committee	Date of Meeting _____

Contact Information for Individual/Presenter Making the Request:

Name: Cliffisms Sports + Spirits
 Address: 2416 Windsor Spring Rd
 Telephone Number: (706) 267-5009
 Fax Number: _____
 E-Mail Address: Cliffism1@gmail.com

Caption/Topic of Discussion to be placed on the Agenda:

Need to Discuss getting Sunday Sales because of current
and projected sales our annual period Jan 1 - Dec 31 2023
shows that we are above the 50% threshold there is a
backlog at the Auditor's office and we want to be able
to have Sunday Sales for upcoming football season.
We have submitted our Sunday Sales application
 Please send this request form to the following address:

Ms. Lena J. Bonner
 Clerk of Commission
 Suite 220 Municipal Building
 535 Telfair Street
 Augusta, GA 30901

Telephone Number: 706-821-1820
Fax Number: 706-821-1838
E-Mail Address: nmorawski@augustaga.gov

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.



Commission Meeting

July 18, 2023

Delegation

Department:	N/A
Presenter:	N/A
Caption:	Mr. Daniel New regarding transient occupant confusion.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

AGENDA ITEM REQUEST FORM

Commission meetings: First and third Tuesdays of each month – 2:00 p.m.

Committee meetings: Second and last Tuesdays of each month – 1:00 p.m.

Commission/Committee: (Please check one and insert meeting date)

<input checked="" type="checkbox"/>	Commission	Date of Meeting	07/18/2023
<input type="checkbox"/>	Public Safety Committee	Date of Meeting	
<input type="checkbox"/>	Public Services Committee	Date of Meeting	
<input type="checkbox"/>	Administrative Services Committee	Date of Meeting	
<input type="checkbox"/>	Engineering Services Committee	Date of Meeting	
<input type="checkbox"/>	Finance Committee	Date of Meeting	

Contact Information for Individual/Presenter Making the Request:

Name: Daniel New
 Address: 1100 Abernathy Rd, Suite 725 Atlanta, GA 30328
 Telephone Number: 678-371-7153
 Fax Number: _____
 E-Mail Address: daniel@aahoa.com

Caption/Topic of Discussion to be placed on the Agenda:

Transient Occupant Confusion - local Augusta hoteliers are not feeling supported from some local law enforcement
when a hotel guest refuses to vacate their room for non-payment. We welcome the opportunity to educate the
Commissioners on this issue hoteliers are facing as it is complicated.

Please send this request form to the following address:

Ms. Lena J. Bonner	Telephone Number: 706-821-1820
Clerk of Commission	Fax Number: 706-821-1838
Suite 220 Municipal Building	E-Mail Address: nmorawski@augustaga.gov
535 Telfair Street	
Augusta, GA 30901	

Requests may be faxed, e-mailed or delivered in person and must be received in the Clerk's Office no later than 9:00 a.m. on the Thursday preceding the Commission and Committee meetings of the following week. A five-minute time limit will be allowed for presentations.

Nancy Morawski

From: Daniel New <daniel@aahoa.com>
Sent: Thursday, June 29, 2023 12:24 PM
To: Nancy Morawski; Lena Bonner
Subject: [EXTERNAL] Re: Commissioner Agenda Item Request - Transient Occupant Confusion
Attachments: Augusta Commission Agenda Item Request Form 7.18.23.pdf

My apologies - please use this attachment for the actual Caption/Topic we would like presented on the Agenda upon approval.

Thanks,

DANIEL NEW

Director of State Government Affairs, Eastern Region | AAHOA | 404-419-8985



On Thu, Jun 29, 2023 at 12:20 PM Daniel New <daniel@aahoa.com> wrote:

Good morning Ms. Bonner,

Attached is our Agenda item request for the **Tuesday, July 18 Commission Meeting**. Although I am the primary person listed making the request, I wanted to note it is on behalf of Augusta-Richmond Hoteliers.

A couple Augusta hoteliers will be present at the meeting. I know if approved, we would be allotted up to 5 minutes to present. Would it be ok if within the 5 minutes, and upon the Commissioners approval, for some of the hoteliers present to speak on this issue as well?

Thank you all for everything & if I need to provide any additional information, let me know and I will work to get everything to you a.s.a.p..

Sincerely,

DANIEL NEW

Director of State Government Affairs, Eastern Region | AAHOA | 404-419-8985



Sec. 9-12-1. - Definitions.

Generally. For the purposes of this chapter, certain words and phrases shall have the meanings set out in this section, except in cases where the context clearly indicates a different meaning.

Capture means that the guest's name and the guest's address shall be written in a book/register inscribed with ink or indelible pencil.

Extended stay hotel and *extended stay motel* mean any hotel containing four or more guestrooms intended or designed to be used, or which are used, rented, or hired out to be temporarily occupied or which are temporarily occupied by tourists and travelers for sleeping purposes for more than ten days within any 30-day period and that contain fixed cooking appliances.

Fixed cooking appliance means a stove; a hotplate that does not serve as an integral part of an appliance designed solely to produce coffee; a conventional oven; a convection oven; or any oven producing heat using resistance heating elements, induction heating, or infrared heating sources. Fixed cooking appliances do not include microwaves or outdoor grills.

Guest means any person who occupies a guestroom.

Guestroom means temporary living and sleeping quarters for a person or persons.

Hotel means a building, structure or place containing ten or more guestrooms wherein tourists and travelers are temporarily provided lodging in exchange for financial compensation and in which ingress and egress to each guestroom is made through the interior of the building.

Identification means a current and valid government-issued photo identification card such as a driver's license, military identification card, state identification card, or passport.

Law enforcement personnel means any law enforcement officer, fire marshal, or any of his or her assistants, fire inspector, or code enforcement officer employed by the city.

Minor means an individual less than 18 years of age.

Motel means a building, structure or place containing ten or more guestrooms wherein tourists and travelers are temporarily provided lodging in exchange for financial compensation and in which ingress and egress to each guestroom is on the outside of the building.

Natural disaster means a flood, tornado, hurricane, earthquake, or other occurrence for which the President of the United States has made a federal disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5206. Should the State of Georgia's definition of "natural disaster" found in O.C.G.A. § 50-1-9 differ from the definition herein, the definition in O.C.G.A. § 50-1-9 controls.

Person means any individual, firm, owner, sole proprietorship, partnership, corporation, and unincorporated association governmental body, municipal corporation, executor, administrator, trustee, guardian, agent, occupant, or other legal entity.

Record(s) means the name and home address of each tourist or traveler renting or occupying a guestroom, including adults and minors, kept electronically in the hotel's or motel's electronic guest registration system or in a book/register inscribed with ink or indelible pencil.

Tourist and *traveler* mean a person who is going from one place to another for the purpose of business or pleasure.

Sec. 9-12-2. - Enforcement.

Law enforcement personnel are authorized and shall have authority to enforce all provisions of this chapter.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-3. - Access to premises and records.

Law enforcement personnel shall have access at all reasonable times to all hotels and motels, except occupied guestrooms, unless so authorized by other laws or ordinances, for the purpose of investigating any complaint or enforcing any law, ordinance or regulation.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-4. - Numbering of guestrooms.

Each guestroom in any hotel or motel shall be numbered in a plain, conspicuous manner. Such numbers shall be at least three inches high and shall be placed at eye level on the outside of the outer door of each guestroom, and no two guestrooms shall bear the same number.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-5. - Registration generally.

- (a) For each person paying in cash for the occupation of a hotel or motel, every person operating a hotel or motel shall require each such person to provide identification prior to renting a guestroom. A record shall be kept on file for the duration of the occupancy and for 60 days thereafter. In the event the hotel or motel does not have an electronic guest registration system, the hotel or motel shall capture the guest's name and the guest's address and any unique identifier from the identification. Such record shall be signed by the person renting a guestroom or someone of his or her authority, and the operator of such hotel or motel, or his agent, shall thereupon electronically enter or write, opposite such name so registered, the number of the guestroom assigned to and occupied by such guest, together with the time when such guestroom is rented. Until all of the aforesaid entries have been made, no guest shall be permitted to occupy any guestroom in such hotel or motel. Such record is subject to inspection at all times provided that the city obtains consent of the owner of or person operating a hotel or motel or produces appropriate legal authorization through a warrant or subpoena. The individual paying in cash shall also be the individual occupying the guestroom.
- (b) For each person paying with a credit card for the occupation of a hotel or motel, every person operating a hotel or motel shall require each such person to provide identification prior to renting a guestroom. A record shall be kept on file for the duration of the occupancy and for 60 days thereafter. In the event the hotel or motel does not have an electronic guest registration system, the hotel or motel shall capture the guest's name and the guest's address and any unique identifier from the identification. Such record shall be signed by the person renting a guestroom or someone of his or her authority, and the operator of such hotel or motel, or his agent, shall thereupon electronically enter or write, opposite such name so registered, the number of the guestroom assigned to and occupied by such guest, together with the time when such guestroom is rented. Until all of the aforesaid entries have been made, no guest shall be permitted to occupy any

guestroom in such hotel or motel. Such record is subject to inspection at all times, provided that the city obtains consent of the owner of or person operating a hotel or motel or produces appropriate legal authorization through a warrant or subpoena. Item 4.
individual paying in cash shall also be the individual occupying the guestroom.

- (c) For each individual who pays for a guestroom via an internet site or some other digital payment before arriving at the hotel or motel, every person operating a hotel or motel, shall require each such person to provide identification prior to renting a guestroom. A record shall be kept on file for the duration of the occupancy and for 60 days thereafter. In the event the hotel or motel does not have an electronic guest registration system, the hotel or motel shall capture the guest's name and the guest's address and any unique identifier from the identification. Such record shall be signed by the person renting a guestroom or someone of his or her authority, and the operator of such hotel or motel, or his agent, shall thereupon electronically enter or write, opposite such name so registered, the number of the guestroom assigned to and occupied by such guest, together with the time when such guestroom is rented. For each person paying via the internet or other digital payment, the individual paying shall also be the occupant of the guestroom. Until all of the aforesaid entries have been made, no guest shall be permitted to occupy any guestroom in such hotel or motel. Such record is subject to inspection at all times provided that the city obtains consent of the owner of or person operating a hotel or motel or produces appropriate legal authorization through a warrant or subpoena.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-6. - False registration by guests.

- (a) It shall be unlawful for any person to write, or cause to be written, or knowingly permit to be written, in any record in any hotel or motel, any other or different name or designation than the true name of the person registered therein. Identification shall be required to be produced at registration.
- (b) It shall be unlawful for any hotel or motel owner, operator, manager, or person in charge of a hotel or motel to allow a guest to pay for or occupy a guestroom without identification.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-7. - Giving false information to obtain lodging.

It shall be unlawful for any person to obtain lodging for any person under the age of 18 years in any hotel or motel by giving to the proprietor, owner, manager, agent, person in charge or keeper thereof, false information as to such person's age or false information as to the relationship to such person of any alleged parent or guardian. Further, it shall be unlawful for any person under the age of 18 years to obtain lodging for himself or herself in any such establishment by giving any such false information.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-8. - Renting or occupying guestroom for illegal or unlawful purposes.

- (a) It shall be unlawful for any person to rent or occupy any guestroom in any hotel or motel in this city for illegal or unlawful purposes, or for the proprietor, manager, or other person in charge of any such hotel or motel to rent, assign to or permit any person to occupy any such guestroom, with knowledge that they intend to use it for illegal or unlawful purposes.
- (b) It shall also be unlawful to rent or occupy any guestroom in any hotel or motel for otherwise legal commercial activity from guestrooms or common areas without obtaining approval from the city manager or his or her designee.
- (c) It shall be unlawful for any guest or other individual to advertise on any website, social media, printed material, radio or television advertisement any business, service or product (unlawful or lawful) being delivered, offered, performed, created, distributed, or otherwise transacted from any guestroom within a hotel or motel.

Sec. 9-12-9. - Letting same guestroom more than once in one night.

It shall be unlawful for any person to let any guestroom in any hotel or motel more than once between the hours of 9:00 p.m. and 6:00 a.m. of the next day, except in the case of a written contract between the hotel or motel and the person (excluding a standard contract between the hotel or motel executed by virtue of payment of a deposit or room rate) in which:

- (1) A specific business entity desires such occupation for an employment-related purpose which requires temporary occupancy, including, but not limited to, relocation services; or
- (2) A government, charity, or insurance agency desires such occupation to house families in a natural disaster.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-10. - Length of stay.

- (a) It shall be unlawful for any person to stay at any hotel or motel for longer than ten days in a 40-day period. It shall also be unlawful for the owner, operator, manager, or person in charge of a hotel or motel or to permit or allow a person to stay at a hotel or motel in excess of ten days in a 30-day period.
- (b) Notwithstanding subsection (a) of this section, a stay in excess of ten days in a 30-day period may occur in the following situations:
 - (1) Where there is a written contract between a hotel or motel and a specific business entity for occupation for an employment-related purpose which requires temporary occupancy, including, but not limited to, relocation services;
 - (2) A government, charity, or insurance agency desires such occupation to house families in a natural disaster; or
 - (3) When the occupant of a guestroom is temporarily located while on active military duty.
- (c) The written contract, document, and authorization noted in subsection (b) shall be kept on file and must be available for inspection.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-11. - Receipt for payment received.

A receipt showing payment received shall be provided to the guest.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-12. - Hotel and motel guestroom and common area requirements.

- (a) All guestrooms shall be equipped with a hard-wired smoke detector approved by the fire marshal.
- (b) Smoking is prohibited in all areas of a hotel or motel, including but not limited to, exterior breezeways and stairwells, except for designated smoking guestrooms.
- (c) Each guestroom shall provide both hot and cold water from all faucets and shower heads.
- (d) All walls, carpet, floors, ceilings, and fixtures located in guestrooms or common areas shall be and remain clean, undamaged, free from dust, dirt, marks, or any obvious signs of patching or repair.
- (e) All furniture shall be and remain durable, clean, undamaged, free from any obvious signs of patching or repair, and free from evidence of deterioration. Within any individual area (guestroom, breakroom, seating area, etc.), the color and design of all furniture must match.

- (f) Entry doors, closet doors, bathroom doors, and guestroom doors shall be and remain clean, undamaged, free from scratches, indention, holes, scraps, stains, and free from any evidence of deterioration. Item 4.
- (g) All door hardware, including, but not limited to, latches, hinges, locks, and knobs, shall be and remain clean, undamaged, free from evidence of deterioration, free from obvious signs of patching or repair, and fully functional at all times to provide appropriate security, storage, and passage.
- (h) Fixed cooking appliances are not permitted inside guestrooms and no guestrooms shall be allowed to operate in an extended-stay capacity.
- (i) All interior areas of any hotel or motel shall be and remain free of insects, rodents, and other vermin.
- (j) All interior areas of any hotel or motel shall be clean and remain free of mold and dirt. Interior areas shall be maintained with fresh paint when necessary. All decorations must be maintained in good repair.
- (k) All windows shall be maintained free of cracks and excessive scratches, and they must be cleaned regularly according to hotel or motel industry standards. Any repairs to windows must be invisible and cannot display glue, tape, or wood.
- (l) Exterior areas shall be maintained free of all litter and debris. Sidewalks abutting the hotel or motel, exterior breezeways, and stairwells shall be clean and clear, in good repair without trip hazards or uneven surfaces. Hotels or motels allowing pets shall keep all areas free of noxious odors and animal excrement. All trash receptacles shall be emptied and cleaned on a regular basis. Trash receptacles with excessive dents, holes, or peeling paint shall be repaired or replaced.
- (m) Loitering is prohibited between the hours of 10:00 p.m. and 7:00 a.m. in the parking lot of a hotel or motel, on sidewalks abutting the hotel or motel, or in hallways outside of guestrooms.
- (n) Storage outside of hotels or motels is prohibited.
- (o) All exterior lights shall be maintained in good working order, and all lighting fixtures shall remain in good repair.
- (p) Parking lots, exterior breezeways, stairwells, sidewalks, and other common areas shall not be used for unplanned seating, clothes drying, congregating or other similar conditions or activities.
- (q) Parking lots shall remain in a reasonable state of repair and must be resurfaced in cases of excessive patching of potholes and widespread fracturing of asphalt.
- (r) All painted surfaces, including but not limited to, handrails, fences, exteriors building surfaces, and interior building finishes, shall be free of rust, dirt, graffiti, or other evidence of deterioration.
- (s) Grilling is only allowed in designated areas and where all applicable safety codes and regulations are met. Grilling is not permitted in guestrooms or on guestroom balconies.
- (t) All guestroom linen shall be in good condition, clean and free of stains. Torn, damaged, stained or worn linen are prohibited. Hotels and motels shall maintain, on site, a minimum supply of linen sufficient to accommodate a daily 100 percent occupancy room turnover. All occupied guestrooms shall be supplied with a minimum of two bath towels, two hand towels and two washcloths. Guests in rooms with more than two guests at one time shall be allotted an additional towel, hand towel, and wash cloth for each additional guest.

(Ord. No. 2017-04, § 1, 4-11-17)

Sec. 9-12-13. - Penalties.

Any person violating any provision of this chapter shall be guilty of an offense. Further, any hotel or motel that fails to meet the requirements of this chapter shall be subject to citation imposing the maximum penalty allowed under the charter and ordinances of the city for each day of noncompliance. Each day of noncompliance shall constitute a separate offense punishable by a separate citation.

CHAPTER XX. - HOTELS AND MOTELS

Sec. XXX. - Definitions.

Generally. For the purposes of this chapter, certain words and phrases shall have the meanings set out in this section, except in cases where the context clearly indicates a different meaning.

Capture means that the guest's name and the guest's address shall be written in a book/register inscribed with ink or indelible pencil.

Guest means any person who occupies a guestroom, and who pays a fee to the keeper of an Inn for the purpose of entertainment at that Inn, as defined in OCGA § 43-21-1.

Guestroom means temporary living and sleeping quarters for a person or persons.

Hotel means a building, structure or place containing ten or more guestrooms wherein tourists and travelers are temporarily provided lodging in exchange for financial compensation and in which ingress and egress to each guestroom is made through the interior of the building.

Identification means a current and valid government-issued photo identification card such as a driver's license, military identification card, state identification card, or passport.

"Inn" means all taverns, hotels, and houses of public general entertainment for guests, as defined in OCGA § 43-21-1.

Innkeeper means the owner, operator or keeper of the inn to whom the guest pays a fee for the purpose of entertainment at that inn; an innkeeper does not need to file a writ of possession to remove a non-paying or trespassing guest (Efficiency Lodge, Inc. v. Neason, et. al, June 21, 2023 GA Supreme Court, Docket No. S22G0838, p. 4.)

Law enforcement personnel means any law enforcement unit, peace officer, or law enforcement support personnel as defined by O.C.G.A. § 35-8-2. ~~fire marshal, or any of his or her assistants, fire inspector, or code enforcement officer employed by the city.~~

Minor means an individual less than 18 years of age.

Motel means a building, structure or place containing ten or more guestrooms wherein tourists and travelers are temporarily provided lodging in exchange for financial compensation and in which ingress and egress to each guestroom is on the outside of the building.

Person means any individual, firm, owner, sole proprietorship, partnership, corporation, and unincorporated association governmental body, municipal corporation, executor, administrator, trustee, guardian, agent, occupant, or other legal entity.

Record(s) means the name and home address of each tourist or traveler renting or occupying a guestroom, including adults and minors, kept electronically in the hotel's or motel's electronic guest registration system or in a book/register inscribed with ink or indelible pencil.

Tourist and **traveler** mean a person who is going from one place to another for the purpose of business or pleasure.

Trespass means the offense of criminal trespass as set forth in GA Code section 16-7-21, which a person commits when he or she knowingly and without authority remains upon the land or premises of another person after receiving notice from the owner, rightful occupant, or, upon proper identification, an authorized representative of the owner or rightful occupant to depart.

Sec. XXX. - Enforcement.

Law enforcement personnel are authorized and shall have authority to enforce all provisions of this chapter. When the owner, innkeeper, rightful occupant, or upon proper identification, an authorized representative of the owner or innkeeper show probable cause that a person has committed or is in the commission of the offense of Trespass upon Inn, Hotel, or Motel premises located in Augusta, Richmond County, Georgia, law enforcement personnel may give such person the opportunity to voluntarily remove themselves and their personalities from the premises or shall remove such person subject to arrest at the time probable cause is

established that such person has committed or is in the commission of Trespass, as defined by O.C.G.A. § 16-7-21.

Sec. XXX. - Access to premises and records.

Law enforcement personnel shall have access at all reasonable times to all hotels and motels, except occupied guestrooms, unless so authorized by other laws or ordinances, for the purpose of investigating any complaint or enforcing any law, ordinance or regulation.

Sec. XXX. - False registration by guests.

(a) It shall be unlawful for any person to write, or cause to be written, or knowingly permit to be written, in any record in any hotel or motel, any other or different name or designation than the true name of the person registered therein. Identification shall be required to be produced at registration.

(b) It shall be unlawful for any hotel or motel owner, operator, manager, or person in charge of a hotel or motel to allow a guest to pay for or occupy a guestroom without identification.

Sec. XXX. - Giving false information to obtain lodging.

It shall be unlawful for any person to obtain lodging for any person under the age of 18 years in any hotel or motel by giving to the proprietor, owner, manager, agent, person in charge or keeper thereof, false information as to such person's age or false information as to the relationship to such person of any alleged parent or guardian. Further, it shall be unlawful for any person under the age of 18 years to obtain lodging for himself or herself in any such establishment by giving any such false information.

Sec. XXX. - Renting or occupying guestroom for illegal or unlawful purposes.

(a) It shall be unlawful for any person to rent or occupy any guestroom in any hotel or motel in this city for illegal or unlawful purposes, or for the proprietor, manager, or other person in charge of any such hotel or motel to rent, assign to or permit any person to occupy any such guestroom, with knowledge that they intend to use it for illegal or unlawful purposes.

(b) It shall also be unlawful to rent or occupy any guestroom in any hotel or motel for otherwise legal commercial activity from guestrooms or common areas without obtaining approval from the city manager or his or her designee.

(c) It shall be unlawful for any guest or other individual to advertise on any website, social media, printed material, radio or television advertisement any business, service or product (unlawful or lawful) being delivered, offered, performed, created, distributed, or otherwise transacted from any guestroom within a hotel or motel.

~~(e)(d)~~ It shall be unlawful for any guest or other individual to criminally trespass by knowingly and without authority remain upon the land or premises, including a hotel, motel, or inn, of another person or innkeeper, after receiving notice from the owner, rightful occupant, innkeeper, or, upon proper identification, an authorized representative of the owner, rightful occupant, or innkeeper, to depart, including for failing to timely or fully pay for the guestroom for one or more nights of temporary lodging or stay.

Sec. XXX. - Penalties.

Any person violating any provision of this chapter shall be guilty of an offense. Further, any hotel or motel that fails to meet the requirements of this chapter shall be subject to citation imposing the maximum penalty allowed under the charter and ordinances of the city for each day of noncompliance. Each day of noncompliance shall constitute a separate offense punishable by a separate citation.



Public Services Committee

August 29, 2023

Panhandling ordinance

Department:	N/A
Presenter:	N/A
Caption:	Discuss the process of implementing a panhandling ordinance. (Requested by Commissioner Sean Frantom)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A

Lena Bonner

From: Commissioner Sean Frantom
Sent: Sunday, August 20, 2023 3:55 PM
To: Lena Bonner
Subject: Public Service Committee
Attachments: 23-01 Formal Resolution panhandling ordinance (01742443).docx

Ms. Bonner,

Please add this agenda item with the attachment to the public services committee.

Discuss the process of implementing a panhandling ordinance. (See attachment of Columbia County ordinance)

Thank you,
 Sean

From: Commissioner Sean Frantom <SFrantom@augustaga.gov>
Sent: Thursday, February 23, 2023 9:24:55 PM
To: Takiyah A. Douse <TDouse@augustaga.gov>; Wayne Brown <WBrown@augustaga.gov>; Amelio R. Lamkin <ALamkin@augustaga.gov>; Patrick Clayton <PClayton@augustaga.gov>; Commissioner Jordan Johnson <CJohnson4@augustaga.gov>; Commissioner Stacy Pulliam <SPulliam@augustaga.gov>; Commissioner Catherine Smith-McKnight <CSmith-McKnight@augustaga.gov>; Commissioner Alvin D. Mason <AMason@augustaga.gov>; Commissioner Bobby Williams <Bobby.Williams@augustaga.gov>; Commissioner Tony Lewis <tony.lewis@augustaga.gov>; Commissioner Brandon Garrett <BGarrett@augustaga.gov>; Commissioner Francine Scott <CScott2@augustaga.gov>; Commissioner Wayne Guilfoyle <WGuilfoyle@augustaga.gov>
Subject: Panhandling Ordinance in Columbia County

Dear colleagues please see the attached panhandling ordinance passed by Columbia county this week.

Thanks,
 Sean

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AED:104.1

ORDINANCE NO.: 23-01

**ORDINANCE OF THE BOARD OF COMMISSIONERS OF COLUMBIA COUNTY,
GEORGIA AMENDING THE CODE OF ORDINANCES COLUMBIA COUNTY
GEORGIA; AMENDING CHAPTER 58; OFFENSES AND MISCELLANEOUS
PROVISIONS; BY ADOPTING SECTION 58-10 TO ADD DEFINITIONS FOR
SOLICIT, PANHANDLING, PUBLIC AREA, OUTDOOR DINING AREA,
AGGRESSIVE PANHANDLING, AND AT NIGHT; TO RESTRICT PANHANDLING
AND AGGRESSIVE PANHANDLING; TO PROVIDE FOR AN EFFECTIVE DATE
AND TO REPEAL ANY CONFLICTING ORDINANCES.**

THIS ORDINANCE adopted by the Board of Commissioners of Columbia County, Georgia (the “Board”).

WHEREAS, the Board desires to amend the Code of Ordinances Columbia County, Georgia;

WHEREAS, the Board have reviewed and considered implementing an ordinance to regulate the practice of panhandling for the benefits of the citizens of Columbia County, Georgia.

NOW, THEREFORE, BE IT ORDAINED by the Board, and it is hereby ordained by the authority of the same as follows:

Section 1. Amendment of Chapter 58. Chapter 58, Offenses and Miscellaneous Provisions is hereby amended by the adoption of the following Section 58-10 to be entitled “Panhandling,” to read as follows:

Sec. 58-10. – Panhandling.

- (a) Purpose. This ordinance regulates the time, place, and manner of solicitations and panhandling in the unincorporated areas of the county and shall not apply to anyone exercising their rights to constitutionally-protected activity.
- (b) Definitions. The following words, terms, and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:
 - (1) Solicit or Panhandle shall mean to request an immediate donation of money or other thing of value from another person, regardless of the solicitor’s purpose or intended use of the money or other thing of value, including a request for employment, business, or contributions, or to request the sale of goods or services. This definition shall include all methods of solicitation including, but not limited to, spoken, written, or printed words, or by other means of communication including, but not limited to, bodily gestures.

- (2) Public Area shall mean an area to which the public or a substantial group of persons has access, including, but not limited to, streets, highways, roadways (including shoulders and medians), bridges, the area above and below any bridge, sidewalks, alleys, parking lots and decks, plazas, parks, public greenspace areas, playgrounds, schools, transportation facilities, within a public-transportation vehicle, an area owned in whole or in part by, operated by, for, or under the custody and control of Columbia County, Georgia, and any other property where public gatherings occur on a regular basis, and any other property where public meetings are conducted.
 - (3) Outdoor Dining Area shall mean an outdoor dining area of a restaurant or other establishment serving food or drink for immediate consumption.
 - (4) Aggressive Panhandling shall mean Panhandling, as defined in this section, in any one or more of the following manners in a public area or on private property without having first obtained the permission of the owner or other person legally in possession of the property:
 - a. Intentionally or recklessly making any physical contact with another person or vehicle in the course of soliciting without that person's express consent;
 - b. Continuing to solicit from a person after that person has given a negative response to an initial solicitation;
 - c. Approaching, speaking to, or following the person being solicited, if that manner of conduct is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation;
 - d. Intentionally or recklessly blocking the safe or free passage of the person being solicited, or requiring the person, or the driver of a vehicle, to take evasive action to avoid physical contact with the person making the solicitation;
 - e. Intentionally or recklessly using violent, threatening, obscene, or abusive language or gestures that is intended to, or is reasonably likely to cause a reasonable person to fear imminent bodily harm to that person or others in the area or the commission of a criminal act upon property in the person's possession, or is intended to, or is reasonably likely to intimidate the person being solicited into responding affirmatively to the solicitation; and
 - f. Soliciting a person at night.
 - (5) At Night shall mean the time period between 30 minutes after sunset to 30 minutes before sunrise.
- (c) Prohibited Acts. It shall be unlawful for any person within the unincorporated areas of the county to commit any of the following acts.
- (1) No person shall engage in aggressive panhandling within the unincorporated areas of the county;

- (2) No person shall solicit or panhandle on private property without first having obtained the permission of the owner or other person legally in possession of the property.
- (3) No person shall solicit or panhandle on private property if the owner or other person legally in possession of the property has notified the person, by signage or otherwise, that they are not allowed to solicit on the property.
- (4) No person shall solicit or panhandle within 30 feet of any automated teller machine or any bank, financial institution, or check-cashing facility.
- (5) No person shall solicit or panhandle while under the influence of alcohol or a controlled substance, as defined by Georgia or federal law.
- (6) No person shall solicit or panhandle within ten feet of the entrance or exit of a building.
- (7) No person shall solicit or panhandle within 30 feet of an outdoor dining area.
- (8) No person shall solicit an operator or passenger of a motor vehicle while such person is operating or occupying a motor vehicle; provided, however, that this section shall not apply to services rendered in connection with the provision of emergency repairs requested by the operator or passengers of such vehicle.

Section 2. Repeal of Conflicting Ordinances. All ordinances or parts of ordinances previously adopted by the Board of Commissioners of Columbia County, Georgia which are in conflict with this ordinance are hereby repealed to the extent necessary to eliminate such conflict.

Section 3. Effective Date. This Ordinance shall become effective upon the date of its adoption.

ADOPTED, this 7th day of March, 2023, following approval on a first and second reading.

**Board of Commissioners of Columbia
County, Georgia**

By: _____
Douglas R. Duncan
Its Chairman

Attest: _____
Patrice R. Crawley
Its Clerk

CLERK'S CERTIFICATE

I, Patrice R. Crawley, County Clerk of the Board of Commissioners of Columbia County, Georgia, DO HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of an Ordinance adopted by the Board of Commissioners on its second and final reading at a regular meeting of the Board of Commissioners duly held on March 07, 2023 at 6:00 p.m. the first reading having been at a regular meeting of the Board of Commissioners duly held on February 21, 2023 at 6:00 p.m. both of which meetings were open to the public and at which a quorum was present and acting throughout, and that the original of said document appears of record in the Ordinance Book of the Board.

Given under my hand and seal of the Board, this 7th day of March, 2023.

PATRICE R. CRAWLEY
COUNTY CLERK,
BOARD OF COMMISSIONERS
OF COLUMBIA COUNTY, GEORGIA



Augusta, GA Commission Meeting

September 5, 2023

Motion to receive a donation from the Trust of Oakland Park

Department:	Parks & Recreation
Presenter:	Maurice McDowell
Caption:	Motion to receive a donation from the Trust of Oakland Park
Background:	The Trustees of Oakland Park leased Hickman Park to Augusta on June 17, 1916 for a ninety-nine year term. Recently, the Augusta Commission approved entering into a new lease agreement for the park. The trustees have collected \$5,000 towards renovations at Hickman Park.
Analysis:	The donated funds will be utilized towards upcoming renovations at the park. Augusta will resurface the tennis courts and add striping for Pickleball.
Financial Impact:	This donation would increase the expenditures at Hickman Park by the amount of \$5,000 in line item 101-06-1323-5223111 to cover renovation costs. The expenditures would be covered by the donated amount.
Alternatives:	<ol style="list-style-type: none"> 1. Move to receive a donation from the Trustees of Oakland Park. 2. Move to no action.
Recommendation:	Move to receive a donation from the Trustees of Oakland Park and increase line item 101-06-1323-5223111 by \$5,000 (the amount of the donation).
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



Public Services Committee Meeting

Meeting Date: August 29, 2023

Augusta Regional Airport

Department:	Augusta Regional Airport – Request to Amend the Customer Facility Charge (CFC) Ordinance 7449
Presenter:	Herbert Judon
Caption:	Motion to allow the Augusta Aviation Commission and its representatives to work with the Augusta Law Department on an amendment to the CFC Ordinance. Approved by the Augusta Aviation Commission on July 27, 2023.
Background:	<p>In the past, the Aviation Commission had a clause in the On-Site Rental Car Concession agreements allowing for collection of CFC funds. In 2008, the Commission adopted an ordinance addressing collection of CFC's from off-site rental car companies providing service to customers at the Airport. The original ordinance was drafted after consultation with the rental car agencies. In 2012, the Commission entered into new concession agreements with the on-site rental car companies however, the new agreements did not address the collection of CFC's. In December 2013, the Aviation Commission voted to amend the CFC ordinance in order to address CFC collections to include the on-site rental car concessions.</p> <p>Subsequently, the Airport contracted with a consulting firm that specializes in Airport Rental Car Contracts and related issues as part of the Consolidated Rental Car project. Upon reviewing the amended ordinance, the Consultant voiced concerns on the extremely restrictive nature of the ordinance's designated uses for the CFC funds. The Consultant recommended that the ordinance be amended to allow for more flexibility in the designation of the funds. These changes would allow the Airport to utilize the CFCs in case of emergencies or catastrophic events, such as a terrorist event or an extreme downturn in the economy. This would allow the CFCs, which are paid by Airport rental car customers, to be utilized for the continued operation of the Airport or to cover Airport or bond debts. The Ordinance was amended again to reflect these new changes.</p> <p>A Consolidated Rental Car project is nearing completion on the building construction phase. Additional phases of the project are budgeted for future years. In consultation with the rental car agencies, it was determined that the best course of action would be to increase the CFC charge to cover costs of the future phases and to offset costs for the land rent. The increase in CFC Fees to \$4.50 per contract day requires another amendment to the original Ordinance. The current ordinance limits the changes in CFC fees to a January 1 start date</p>

The amendment will remove the January 1 limitation and allow flexibility for AGS to make adjustments as necessary.

Analysis:

The additional fee will allow for faster turnaround on the future phases of the Consolidated Rental Car project and will help to offset increased costs to the rental car agencies on land rent. The new rate fee is consistent with other airports around the southeast US. The change to the January 1 start date will allow for more flexibility for the AAC in the future. The basic language and intent of the CFC Ordinance will remain the same, providing facilities and infrastructure for rental car customers.

Financial Impact:

The increased CFC Fees will provide additional revenue to complete the future budgeted projects in a more timely fashion.

Alternatives:

To deny.

Recommendation:

Recommend Approval. Approved by the Augusta Aviation Commission on July 27, 2023.

Funds are available in the following accounts:

N/A

REVIEWED AND APPROVED BY:

N/A

AN ORDINANCE TO AMEND THE AUGUSTA-RICHMOND COUNTY CODE SECTION § 1-3-8.15-1.3.28 SO AS TO AMEND THE CODE TO PROVIDE FOR A RENTAL CAR CUSTOMER FACILITY CHARGE FOR ON PREMISES RENTAL CAR CONCESSIONS AT THE AUGUSTA REGIONAL AIRPORT AT BUSH FIELD; TO PROVIDE FOR LEVY AND COLLECTION OF SAID FEES; TO PROVIDE PENALTIES FOR UNTIMELY PAYMENT OF SAID FEES AND OTHER CHARGES; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith; TO PROVIDE AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

BE IT ORDAINED BY THE AUGUSTA-RICHMOND COUNTY COMMISSION AND IT IS HEREBY ORDAINED BY THE AUTHORITY OF SAME, THAT THE AUGUSTA-RICHMOND COUNTY CODE BE AMENDED AS FOLLOWS:

SECTION 1. Augusta Richmond County Code Section § 1-3-8.15-1-3-8.28, as set forth in "Exhibit A" hereto is to be adopted as provided herein.

SECTION 2. The revisions to this Ordinance shall become effective upon its adoption in accordance with applicable laws.

SECTION 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 4. SAVINGS CLAUSE

In the event any phrase, clause, sentence, paragraph, or paragraphs of this Ordinance is or are declared invalid for any reason, the remainder of this Ordinance shall not be invalidated, but shall remain in full force and effect, all parts of this Ordinance being declared separable and independent of all others. In the event that a judgment is entered, and all appeals exhausted, which judgment finds, concludes or declares this Ordinance is unconstitutional or is otherwise invalid, the Customer Facility Charge authorized by this Ordinance shall be suspended and terminated as of the date such declaration.

EXHIBIT A

RENTAL CAR BUSINESS ORDINANCE

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RENTAL CAR BUSINESS ORDINANCE

Section 1-3-8.15

- (a) The County hereby adopts the following fiscal policy for the establishment of percentage fees to be paid by all concessionaire and non-concessionaire rental car businesses operating at the Airport.
- (b) The cost of operating, maintaining, and developing the Airport is paid solely through Airport revenues and such government grants as may be received by the Aviation Commission and lawfully used for Airport purposes, without the use of ad valorem taxes or other County revenue or pledges, so as not to place any burden on taxpayers or residents of the County.
- (c) The Aviation Commission shall fix, establish, maintain, and collect such rates, fees, rentals, and other charges for the use of the Airport and its services and shall revise the same from time to time whenever necessary, so as to always provide net revenues sufficient to pay for operating, maintaining and developing the Airport.
- (d) In furtherance of this policy and in accordance with the authority conferred upon the County by the laws of the State of Georgia, the County, acting through the Aviation Commission, shall assess, and periodically adjust as required, a Customer Facility Charge (as hereinafter defined) and a percentage fees on the Gross Revenue for all Rental Car Providers operating at the Airport.

Section 1-3-8.16—Definitions

The following terms in this section shall have the following meanings in this Ordinance unless expressly stated otherwise.

- (a) "Airport Customer" shall mean anyone who is provided transportation to or from the Airport as part of a rental car transaction in a rental car courtesy vehicle of a Concessionaire Rental Car Provider and who either (1) executes an agreement to rent a motor vehicle from a Concessionaire or Non-Concessionaire Rental Car Provider or had executed an agreement to rent a motor vehicle and completed the rental transaction with a Non-Concessionaire Rental Car Provider, or (2) takes delivery of a motor vehicle rented from a Concessionaire or Non-Concessionaire Rental Car Provider or returned a motor vehicle rented from a Concessionaire or Non-Concessionaire Rental Car Provider.
- (b) "Contract Day" shall mean each twenty-four-hour period, and each fraction thereof, during which a motor vehicle having been delivered by a Concessionaire or Non-Concessionaire Rental Car Provider to each customer picked up at the Airport which is rented by such Airport customer from a Concessionaire or Non-Concessionaire Rental Car Provider. Each fractional period less than a twenty-four-hour period shall be deemed a contract day.

- (c) "Concessionaire Rental Car Provider" shall mean all persons, firms, agencies, or companies providing rental car services from locations based at the Airport that are signatory to a concession lease with the Aviation Commission providing terminal building counter locations and rental car ready lot vehicular parking.
- (d) "Gross Revenue" of a Concessionaire or Non-Concessionaire Rental Car Provider shall mean:
1. All amounts received by the Concessionaire or Non-Concessionaire Rental Car Provider, or which the a Concessionaire or Non-Concessionaire Rental Car Provider is entitled to receive, from (a) any rental of a motor vehicle to any person picked up by the Concessionaire or Non-Concessionaire Rental Car Provider, or its agent, from any point on the Airport, including but not limited to (i) the Airport terminal building, (ii) any premises leased by the Aviation Commission to Concessionaire or a third party doing business on the Airport, or (iii) any other location within the Airport, or from (b) any rental of a motor vehicle to any person returned by the Concessionaire or Non-Concessionaire Rental Car Provider, or its agent, to any point on the Airport, including but not limited to (i) the Airport terminal building, (ii) any premises leased by the Aviation Commission to a third party doing business on the Airport, or (iii) any other location on the Airport or within one (1.0) mile of the Airport.
 2. All revenue received by the Concessionaire or Non-Concessionaire Rental Car Provider from every Airport Customer who, at the business location of the Rental Car Provider, either (a) executes an agreement for the rental of a motor vehicle from the Rental Car Provider, or (b) takes delivery of a motor vehicle rented from the Rental Car Provider. Gross Revenue shall be deemed received at the time that the sales, lease, or service transaction occurs, giving rise to the Rental Car Provider's right to collect said monies, regardless of whether the transaction was conducted in person, by telephone, or by mail; whether the transaction was for cash or credit; and, if for credit, regardless of whether the Rental Car Provider ultimately collects the monies owed for said transaction from the Airport Customer.
 3. Any Gross Revenue owed the Aviation Commission and determined by the Rental Car Provider at a later date to be uncollectible shall not offset future percentage fees owed the Aviation Commission. If the initial rental car agreement entered into between the Rental Car Provider and the Airport Customer is subsequently amended because the Airport Customer's actual usage of the rental car vehicle differs from the usage contemplated in the original agreement, and the charges to be paid by the Airport Customer to the Rental Car Provider are therefore different from the charges contemplated in the original agreement, the percentage of Gross Revenue to which the Aviation Commission is entitled hereunder shall be based upon the Gross Revenue that the Rental Car Provider is entitled to receive under the rental car agreement with its Airport Customer, as amended.
 4. Gross Revenue shall not include:
 - a. Federal, State, or municipal sales taxes separately stated and collected from the Airport Customer.

- b. Amounts that the Rental Car Provider receives, or is entitled to receive, for the sale, disposition, loss, conversion, or abandonment of Rental Car Provider's used motor vehicles and other equipment, personal property, and trade fixtures.
 - c. Amounts that the Rental Car Provider receives, or is entitled to receive, for the repair of damages to its motor vehicles.
- (e) Gross Revenue shall not be reduced by reason of any commission or similar amount paid by the Rental Car Provider to travel agents or others.
- (f) "Non-Concessionaire Rental Car Provider" or "Operator" or "Permittee" shall mean all persons, firms, agencies, or companies providing rental car services from locations based outside of the Airport that are not signatory to a concession lease with the Aviation Commission providing terminal building counter locations and rental car ready lot vehicular parking.
- (g) "Rental Car Courtesy Vehicle" shall mean a courtesy vehicle of the Non-Concessionaire Rental Car Provider if it is operated by, or under agreement with, the Non-Concessionaire Rental Car Provider. A courtesy vehicle shall be deemed operated under agreement with the Non-Concessionaire Rental Car Provider if the Airport Director finds that such courtesy vehicle is operated pursuant to any agreement or arrangement between the Operator of such courtesy vehicle and the Non-Concessionaire Rental Car Provider.
- (h) "Rental Car Customer Facility Charge" shall mean a charge imposed on a transactional basis and shall be a fixed uniform amount applied each day, or fraction thereof, by a Rental Car Provider from the renter of the vehicle.

Section 1-3-8.17--Non-Concessionaire Rental Car Business Permit

- (a) Each Non-Concessionaire Rental Car Provider seeking to operate at the Airport shall execute a written agreement with the Commission in the form of a Non-Concessionaire Rental Car Business Permit (Permit) before engaging in any business activities on the Airport. The Permit must be renewed annually, as described below. Application for such Permit shall be made to the office of the Airport Director.
- (b) The Permit shall be substantially in the form appended to this ordinance adopting this Ordinance, the terms of which are incorporated in and made a part of this Ordinance by reference. The Airport Director may modify the form of the Permit in any manner not inconsistent with the provisions of this section. In the event of conflict between any provisions of this section and any provision of the Permit, this section shall be controlling.
- (c) Operation of any Rental Car Courtesy Vehicle on the Airport shall be allowed only with a color-coded decal as required by this County Ordinance. Providers of Rental Car Courtesy Vehicles shall observe all rules and Ordinances of this section in addition to those established by other provisions of the Administrative Code of the County.
- (d) Non-concessionaire Rental Car Courtesy Vehicle decals shall be provided by the Airport Director initially to the Non-Concessionaire Rental Car Provider upon execution of the Permit and successful completion of a vehicle safety inspection. Decals shall be issued for each Rental Car

Courtesy Vehicle operated by the Non-Concessionaire Rental Car Provider. No decals shall be issued without the Operator having valid courtesy vehicle licenses as may be required by the Aviation Commission.

- (e) Decals shall be permanently affixed to the lower right hand corner of the front windshield of the Rental Car Courtesy Vehicle and shall be clearly visible at all times. Decals shall expire at the time of expiration of the Permit. Only those vehicles displaying valid decals will be authorized to pick up passengers at the Airport.
- (f) In the case of loss of a decal or damage beyond recognition, a duplicate decal may be obtained after payment by the Operator of Twenty Five Dollars (\$25.00) and after submission of a statement setting forth the circumstances of the loss or damage of the decal.
- (g) Application forms for annual renewal of Rental Car Courtesy Vehicle Airport Permit decals must be submitted to the Airport Director at least ten (10) working days prior to the expiration of the current decal. Renewal applications shall be reviewed and renewal of the decal shall be contingent upon satisfactory payment of the percentage fees and completion of the annual Rental Car Courtesy Vehicle inspection.
- (h) All Rental Car Courtesy Vehicles are subject to inspection by a representative of the Airport Director to determine if they are in an adequate state of repair.
- (i) The Airport Director or his representative, a police officer, or an Airport safety officer may inspect a Rental Car Courtesy Vehicle at any time while it is on the Airport. A vehicle found to be in an inadequate state of repair will be required to immediately leave the Airport and will not be permitted further access to the Airport until the noted deficiencies are corrected.
- (j) The Aviation Commission may suspend and/or revoke any Non-Concessionaire Rental Car Business Permit, including the non-concessionaire Rental Car Courtesy Vehicle decal. Such power of suspension and/or revocation may be exercised only upon the failure of the Non-Concessionaire Rental Car Provider to satisfy the conditions of this section or the Permit or for noncompliance with the Aviation Commission code regarding the operation of Rental Car Courtesy Vehicles.

Section 1-3-8.18 - Operational Procedures

All Rental Car Courtesy Vehicles shall operate on the Airport in compliance with the Airport's operational procedures and all applicable federal, State and local laws.

Section 1-3-8.19 - Percentage Fee

- (a) Each Non-Concessionaire Rental Car Provider offering rental car services from locations based outside the Airport shall pay to the Aviation Commission ten percent (10%) of all Gross Revenue derived by said Non-Concessionaire Rental Car Provider from the rental of motor vehicles to Airport Customers picked up by said Non-Concessionaire Rental Car Provider from any point within the Airport or returned by said Non-Concessionaire Rental Car Provider to any point within the Airport.
- (b) Each Non-Concessionaire Rental Car Provider shall submit to the office of the Airport Director, on or before the twentieth (20th) day of each month, a statement that sets forth:

1. The total gross revenue earned during the prior month; and
 2. Information demonstrating to the satisfaction of the Airport Director which of the Non-Concessionaire Rental Car Provider's gross revenue during the prior month originated from Airport Customers and which gross revenue originated from non-Airport Customers.
- (c) It shall be presumed that ninety-five percent (95%) of all gross revenue earned by the Non-Concessionaire Rental Car Provider during the month for which the statement is submitted constituted Airport Customer-generated Gross Revenue, unless, and to the extent that, the Non-Concessionaire Rental Car Provider is able to demonstrate otherwise in its statement to the satisfaction of the Airport Director.
- (d) The statement of gross revenue shall be submitted together with the Non-Concessionaire Rental Car Provider's remittance in payment of the non-concessionaire rental car percentage fee incurred during the prior month. Each Non-Concessionaire Rental Car Provider shall submit a timely statement of gross revenue each month even if such Non-Concessionaire Rental Car Provider earned no Airport-generated Gross Revenue during the prior month (and therefore incurred no non-concessionaire rental car percentage fee during such prior month). In such case, the statement of gross revenue shall state the Non-Concessionaire Rental Car Provider's total gross revenue during the prior month and shall demonstrate to the satisfaction of the Airport Director that none of such revenue constituted Airport generated Gross Revenue.

Section 1-3-8.20 - Customer Facility Charge

- (a) The Aviation Commission will determine the amount adequate to cover the capital, financing, maintenance, marketing and operations allocable to the cost of providing infrastructure and facilities to the rental car industry and common use transportation equipment and facilities. In addition, the cost of collection, processing, enforcement of payment of the Customer Facility Charge, administration of the Customer Facility Charge and audits of all Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers compliance with this Ordinance will be included in Customer Facility Charge. These amounts shall be the basis for calculating the Rental Car Customer Facility Charge.
- (b) The Customer Facility Charge shall be collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, as agent for the Aviation Commission, from customers and remitted to the Aviation Commission, as provided for below.
- (c) The Rental Car Customer Facility Charge shall be imposed on a transactional basis and shall be a fixed uniform amount applied each day, or fraction thereof, to each subject contract and shall be added to the amounts collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider from the renter of the vehicle. The Rental Car Customer Facility Charge collected by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall be the amount established by the Aviation Commission for all on-airport rental car operators at the Airport. It shall be collected from all customers of Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, including customers receiving complimentary or discounted car rental under Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider's bona fide marketing plans.

- (d) An amount exactly equivalent to the Rental Car Customer Facility Charge collected or should have been collected by the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider from customers shall be payable to the Aviation Commission. Such amount shall be immediately due to the Aviation Commission on collection by the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider who shall be required to hold such amount in trust for the Aviation Commission's benefit. From the moment of collection, Customer Facility Charge proceeds shall be the Aviation Commission's property and Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall hold only a possessory interest, not an equitable interest, in these funds held in trust. The amount equivalent to that collected or which should have been collected shall be remitted by Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Provider to Aviation Commission no later than the last day of each month.
- (e) Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers shall maintain records and controls which are sufficient to demonstrate the correctness of the Rental Car Customer Facility Charge revenue collected and the amount of Rental Car Customer Facility Charges paid to the Aviation Commission. The records shall be subject to the same audit and review requirements as all other remittances as outlined in Section 11 of this Ordinance.
- (f) The current Rental Car Customer Facility Charge is three dollars and fifty cents (\$3.50) per Contract Day. As used in this Ordinance, "Contract Day" means each twenty-four (24) hour period, and each fraction thereof, during which a motor vehicle having been delivered by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider to each customer at the Airport is rented by such customer from the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider. Each fractional period less than a twenty-four (24) hour period shall be deemed a Contract Day. The Aviation Commission may adjust the Rental Car Customer Facility Charge annually, based on estimates of Contract Days for the upcoming year. Approximately 60 days prior to the end of the Aviation Commission's fiscal year (December 31, annually), the Aviation Commission shall calculate the revised Rental Car Customer Facility Charge and notify each Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider of the new Rental Car Customer Facility Charge. Any credits or shortfalls from the prior fiscal year, as determined by the Aviation Commission, shall carry forward to the next fiscal year. Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall provide its estimate of rental days for the upcoming fiscal year no later than October 1, annually.

After receiving the estimate for the adjusted Rental Car Customer Facility Charge, Concessionaire Rental Car Providers and Non-Concessionaire Rental Car Providers may request a meeting to discuss the estimated Rental Car Customer Facility Charge. The request for such a meeting shall be made within twenty (20) days after the forwarding of the estimated rate for the upcoming fiscal year.

The adjusted Rental Car Customer Facility Charge shall become effective on January 1 of each year.

- (g) The number of transactions completed by Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider shall be reported to the Aviation Commission each month. The report, signed by an authorized agent of the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider, is to be received no later than the last day of the month

following such transactions and shall be remitted with the payment of the Rental Car Customer Facility Charge.

- (h) The Aviation Commission Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider acknowledge that it is anticipated that the individual members of the traveling public renting Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider's cars and directly benefiting from Airport infrastructure and facilities are to pay the Rental Car Customer Facility Charge on each transaction and that such renters are also subject to any sales tax imposed by the State for the lease or license of real property arising from the use of the facility. It shall be the responsibility of the Concessionaire Rental Car Provider and Non-Concessionaire Rental Car Provider to separately state any such tax liability on its rental contracts, to collect such tax and to remit it to the State.

Section 1-3-8.21 - Conditions of Permit

The Aviation Commission shall not issue a Non-Concessionaire Rental Car Business Permit, and if the Aviation Commission has issued such a Permit, may suspend and/or revoke that Permit, unless the subject Non-Concessionaire Rental Car Provider continuously complies with the provisions of this Ordinance and the Permit.

Section 1-3-822 - Suspension of Permit

- (a) The Airport Director may suspend any Non-Concessionaire Rental Car Business Permit upon the failure of the permitted Non-Concessionaire Rental Car Provider to continuously comply with any provision of this section or of the Permit, provided, however, that such suspension is to be imposed only following fourteen (14) days advance written notice to the Non-Concessionaire Rental Car Provider whose Permit is to be suspended.
- (b) A Non-Concessionaire Rental Car Provider whose Permit is suspended or subject to suspension may demonstrate to the Airport Director, at any time before or after such suspension has been imposed, that such Permittee is in compliance or has remedied its noncompliance or that it is making a good faith effort to do so.
- (c) If the Non-Concessionaire Rental Car Provider whose Permit is subject to suspension demonstrates that it has remedied its failure to satisfy the conditions of this section or the Permit, the Airport Director will remove the suspension of such Non-Concessionaire Rental Car Provider's Permit, if such suspension has been imposed, or shall abandon proceedings to suspend the Permit if such suspension has not yet been imposed.
- (d) If the Non-Concessionaire Rental Car Provider whose Permit is subject to suspension demonstrates that it is making a good faith effort to remedy its failure to comply with this section and/or the Permit (though it has not yet remedied such failure), the Airport Director may, at his discretion, remove the suspension of such Permittee's Non-Concessionaire Rental Car Business Permit, if such suspension has been imposed, or abandon proceedings to suspend the Permit if such suspension has not yet been imposed.
- (e) Once a Non-Concessionaire Rental Car Business Permit has been properly suspended, it shall remain suspended unless and until Permittee's noncompliance is remedied to the satisfaction of the Airport Director and its suspension is removed, or until the Permit is revoked.

- (f) A Non-Concessionaire Rental Car Provider whose Permit has been properly suspended by the Airport Director may appeal the decision to the Aviation Commission.

Section 1-3-8.23 - Revocation of Permit

- (a) The Airport Director may revoke any Non-Concessionaire Rental Car Business Permit upon the failure of the Permittee to continuously comply with all provisions of this section and its Permit, provided, however, that:
1. Such Permit has been properly suspended for at least thirty (30) days, and
 2. Permittee has been given thirty (30) days' advance written notice, which notice may be issued to the Non-Concessionaire Rental Car Provider holding such Permit only after the Permit has been suspended.
- (b) Upon revocation of its Non-Concessionaire Rental Car Business Permit, the Non-Concessionaire Rental Car Provider must immediately remove any rental car decals issued in connection with the revoked Permit from its Rental Car Courtesy Vehicles.
- (c) A Non-Concessionaire Rental Car Business Permit that has been revoked may not be reinstated. However, a Non-Concessionaire Rental Car Provider whose Permit has been revoked may apply for a new Permit after curing all causes of revocation.
- (d) The Airport Director may revoke, without notice, the Permit of any Non-Concessionaire Rental Car Provider if, at any time while such Permit is suspended, any of such Non-Concessionaire Rental Car Provider's vehicles seek to enter the Airport under the authority of the suspended Permit for the purpose of loading passengers for transport to or unloading passengers after transport from any facility of such Non-Concessionaire Rental Car Provider.

Section 1-3-8.24 - Failure to Pay Percentage Fees and Customer Facility Charge Proceeds

- (a) If any Non-Concessionaire Rental Car Provider fails to submit any percentage fees and/or Customer Facility Charge Proceeds as required by this Ordinance by the end of the tenth (10th) day following the final day on which such remittance should have been submitted, the Non-Concessionaire Rental Car Provider shall pay interest to the County at the rate of eighteen percent (18%) per year (one-and-one-half percent (1.5%) per month) (or, if less, the maximum rate of interest allowed by law) on such overdue amounts calculated from the date on which such amounts should have been paid.
- (b) If any Concessionaire Rental Car Provider fails to submit any Customer Facility Charge Proceeds as required by this Ordinance by the end of the tenth (10th) day following the final day on which such remittance should have been submitted, the Concessionaire Rental Car Provider shall pay interest to the County at the rate of eighteen percent (18%) per year (one-and-one-half percent (1.5%) per month) (or, if less, the maximum rate of interest allowed by law) on such overdue amounts calculated from the date on which such amounts should have been paid.

Section 1-3-8.25 - Records to Be Maintained by Permittee

- (a) During and with respect to the term of any Non-Concessionaire Rental Car Business Permit issued to it, each Non-Concessionaire Rental Car Provider shall maintain such books and

records as would normally be examined by an independent certified public accountant in accordance with generally accepted auditing standards in performing an audit or examination of Permittee's revenues and gross revenue in accordance with generally accepted accounting principles and this section.

- (b) Each Non-Concessionaire Rental Car Provider to whom a Non-Concessionaire Rental Car Business Permit is issued shall make all records available for inspection by the Airport Director and/or his duly authorized representative(s), during reasonable business hours, for a period of not less than three (3) years following the end of the term of the Permit to which such records relate; provided, however, that no such inspection will be conducted at a time or in a manner that causes undue interference with the business of the Non-Concessionaire Rental Car Provider.
- (c) The Non-Concessionaire Rental Car Provider may make such records available for inspection at a specified place in Augusta, Georgia, or at its corporate headquarters. In the event that the inspection of such records is made at the Non-Concessionaire Rental Car Provider's corporate headquarters, and said corporate headquarters are located outside the limits of the County, then the Non-Concessionaire Rental Car Provider shall reimburse the County for all reasonable travel expenses associated with travel by the Airport Director and/or his duly authorized representative(s) to the Non-Concessionaire Rental Car Provider's corporate headquarters for the inspection of such records.

Section 1-3-8.26 - Failure to Submit Statement of Gross Revenue and Customer Facility Charge Report

- (a) If, in any month, any Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider fails to submit a timely statement of gross revenue and Customer Facility Charge Report, as required by Section 5 of this Ordinance, at the end of the thirtieth (30th) day following the final day on which such timely statement should have been submitted, the Aviation Commission may, at its discretion, perform, or hire an agent to perform, an audit of Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider's various books and records (including, but not limited to, the records that such Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider is required to maintain under the provisions of this Ordinance) to determine Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider's gross revenue and Customer Facility Charge requirement during the month that would have been the subject of such timely statement of gross revenue and Customer Facility Charge report. The Concessionaire Rental Car Provider or Non-Concessionaire Rental Car Provider shall, within thirty (30) days of receipt of an invoice from the Aviation Commission therefor, reimburse the Aviation Commission for its reasonable cost of performing or of hiring an agent to perform, such audit.

Section 1-3-8.27 -Term of Permit

- (a) The term of such Non-Concessionaire Rental Car Business Permit shall extend from the date it is issued until either midnight on the 31st day of December next following the date it was issued or the date on which such Permit is revoked, whichever is earlier. The Rental Car Courtesy Vehicle decals issued in connection with a Permit shall expire at the end of the term of such Permit.


- (b) On the first day of January of each succeeding year, the term of the Non-Concessionaire Rental Car Business Permit shall be extended automatically for successive one (1) year periods, unless said Permit is earlier suspended or revoked. If a suspension is in effect on January 1, the Non-Concessionaire Rental Car Provider shall remedy all failures to comply with the provisions of this Ordinance and shall apply for a new Non-Concessionaire Rental Car Business Permit before any such Permit may be issued.

Section 1-3-8.28 - Permit Non-Transferable


- (a) No Non-Concessionaire Rental Car Business Permit, and no rental car decal issued in connection with such Permit, may be transferred, assigned, loaned, or used in any way by any person or entity other than the Non-Concessionaire Rental Car Provider to whom such Permit was issued or the Operator of a Rental Car Courtesy Vehicle operated under agreement with such Non-Concessionaire Rental Car Provider.

COUNTY:

Approved:


David Copenhaver, Mayor

Attest:

ACM
3/18/16

Dep. Clerk of Commission

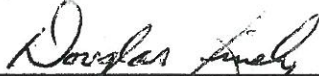
Clerk (Seal)

Approved as to form:

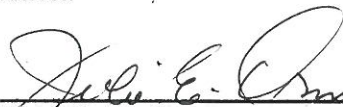

County Attorney

AVIATION COMMISSION:

Approved:


Douglas Lively, Chairman

Attest:


Commission Secretary

Secretary (Seal)

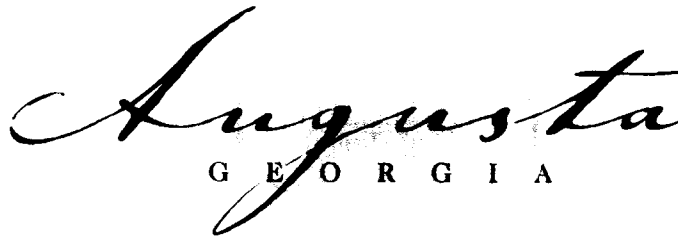


Public Services Committee

August 29, 2023

Minutes

Department:	N/A
Presenter:	N/A
Caption:	Motion to approve the minutes of the Public Services Committee held on August 8, 2023.
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



PUBLIC SERVICES COMMITTEE MEETING MINUTES

Commission Chamber

Tuesday, August 08, 2023

1:00 PM

PUBLIC SERVICES

PRESENT

Mayor Garnett Johnson

Commissioner Sean Frantom

Commissioner Bobby Williams

Commissioner Stacy Pulliam

Commissioner Wayne Guilfoyle

1. New Ownership: A.N. 23-29: A request by Dipak Kumar Patel for a retail package Liquor, Beer & Wine License to be used in connection with Liquor Locker 214, LLC located at 214 Boy Scout Rd. District 7. Super District 10.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

2. New Location: A.N. 23-30: A request by Christopher Banks for an on-premises consumption Liquor, Beer & Wine License to be used in connection with Another Broken Egg located at 1095 Alexander Dr Ste 100. There will be Sunday Sales. District 7. Super District 10.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

3. New Location: A.N. 23-31: A request by Venkata Chowdavarapu for a retail package Beer & Wine License to be used in connection with RK Food Mart located at 2618 Peach Orchard Rd. District 2. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Guilfoyle.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

4. New Location: A.N. 23-32: A request by Africa Thomas for a retail package Liquor, Beer & Wine License to be used in connection with Dang Daiquiri dba Booze Pops located at 3062 Damascus Rd. District 2. Super District 9.

Motion to approve.

Motion made by Williams, Seconded by Pulliam.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

5. Mr. Daniel New regarding transient occupant confusion. (Referred from July 18 Commission meeting)

Motion to refer this item to the next committee meeting for the discussion of a proposed ordinance regarding transients occupying hotel rooms for lengthy stays.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

6. Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-257) for Planning & Feasibility Study Services to be effective 8/21/2023. RFQ 23-257

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

7. Motion to approve selection of Daniel Field Airport Consultant to MaesAwyr (RFQ #23-256) for Engineering, Architectural & Construction Admin Services to be effective 8/21/2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

8. Approve the Daniel Field Airport FY2024 Tentative Allocation of \$2,152,726 for FAA & GDOT funding & approve Mayor Johnson signing the acceptance of the TA.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

9. Motion to approve and adopt the Amendment to the Rental Car Concessions Agreements for Avis, Budget, Enterprise, and National/Alamo. Approved by the Augusta Aviation Commission on July 27, 2023 (ITB 23-299C).

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

10. Motion to approve the Land Lease Agreement with Burrell Aviation Augusta LLC. Approved by the Augusta Aviation Commission on July 27, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

11. Motion to identify a funding source regarding the installation of new park equipment at Eastview Park in an amount not to exceed \$150,000. **(Referred from July 18 Commission meeting)**

Motion to approve identifying ARP funding as the funding source for new park equipment in the amount of \$150,000 at Eastview Park.

Motion made by Williams, Seconded by Frantom.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

12. Approve Contract with Trapeze Software Group for the Upgrade of the PASS IVR System as a sole source procurement.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.

13. Motion to approve the minutes of the Public Services Committee held on May 9, 2023.

Motion to approve.

Motion made by Guilfoyle, Seconded by Williams.

Voting Yea: Frantom, Williams, Pulliam, Guilfoyle

Motion carries 4-0.



Public Services Committee

August 29, 2023

ART Freight Plan Update to Metro Analytics

Department:	Planning and Development
Presenter:	Carla Delaney or Department Designee
Caption:	Motion to approve bid award contract for RFQ# 23-153 ARTS Freight Plan Update to Metro Analytics.
Background:	<p>On March 28, 2022, the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) was approved for a \$300,000 grant from the Georgia Association Metropolitan Planning Organization (GAMPO) to complete the ARTS Freight Plan. On November 1, 2022, the Augusta-Richmond County Commission accepted the GAMPO grant award for the ARTS Freight Plan. On August 3, 2023, with the help of the Augusta Procurement Department, Metro Analytics was deemed the successful consultant to complete the ARTS Freight Plan update. The ARTS consists of Aiken, Augusta, Columbia, and Edgefield County. The last Freight Study was completed in 2009.</p>
Analysis:	N/A
Financial Impact:	<p>\$300,000 has been earmarked in the 2023 City of Augusta's budget to cover the expense.</p> <p>The contract will utilize \$263,958.32 of the \$380,000.00 planned.</p> <p>The funding source(s) are outlined as follows:</p> <p>FHWA-GA-PL= Up to \$240,000.00</p> <p>Augusta Planning and Development Local Match Up to \$60,000.00 which has been budgeted in 220016309-3911101. Finance and the Administrator's Office approved the local match on September 9, 2022.</p> <p>Aiken Local Match: Up to \$80,000.00</p>
Alternatives:	Forfeiture of the funds and the ARTS Freight Plan will remain outdated.
Recommendation:	Planning & Development seeks approval to award the ARTS Freight Plan contract to Metro Analytics in the amount of \$263,958.32.
Funds are available in the following accounts:	The contract will utilize \$263,958.32 of the \$380,000.00 planned. The budget is in 220016309-5212999.

**REVIEWED AND
APPROVED BY:**

N/A

Item 9.

Title*

Motion to approve bid award contract for RFQ# 23-153 ARTS Freight Plan Update to Metro Analytics.

Agenda Category

Planning

Department:

Planning and Development

Presenter:

Carla Delaney or Department Designee

Caption:

Motion to approve bid award contract for RFQ# 23-153 ARTS Freight Plan Update to Metro Analytics.

Background:

On March 28, 2022, the Augusta Regional Transportation Study (ARTS) Metropolitan Planning Organization (MPO) was approved for a \$300,000 grant from the Georgia Association Metropolitan Planning Organization (GAMPO) to complete the ARTS Freight Plan. On November 1, 2022, the Augusta-Richmond County Commission accepted the GAMPO grant award for the ARTS Freight Plan. On August 3, 2023, with the help of the Augusta Procurement Department, Metro Analytics was deemed the successful consultant to complete the ARTS Freight Plan update. The ARTS consists of Aiken, Augusta, Columbia, and Edgefield County. The last Freight Study was completed in 2009.

Analysis:

N/A

Summary Financial:

\$300,000 has been earmarked in the 2023 City of Augusta's budget to cover the expense.

The contract will utilize \$263,958.32 of the \$380,000.00 planned.

The funding source(s) are outlined as follows:

FHWA-GA-PL= Up to \$240,000.00

Augusta Planning and Development Local Match Up to \$60,000.00 which has been budgeted in 220016309-3911101. Finance and the Administrator's Office approved the local match on September 9, 2022.

Aiken Local Match: Up to \$80,000.00

Alternatives:

Forfeiture of the funds and the ARTS Freight Plan will remain outdated.

Recommendation:

Planning & Development seeks approval to award the ARTS Freight Plan contract to Metro Analytics in the amount of \$263,958.32.

Funds:

The contract will utilize \$263,958.32 of the \$380,000.00 planned. The budget is in 220016309-5212999.

Request for Qualifications

Request for Qualifications will be received at this office until **Monday, March 27, 2023 @ 11:00 a.m.** via ZOOM Meeting ID: 860 9933 2338; Passcode: 183049 for furnishing:

RFQ Item #23-153 ARTS Regional Freight Plan Update for Augusta, GA – Planning Development Department

RFQs will be received by: The Augusta Commission hereinafter referred to as the OWNER at the offices of:

Geri A. Sams, Director
Augusta Procurement Department
535 Telfair Street - Room 605
Augusta, Georgia 30901

RFQ documents may be viewed on the Augusta Georgia web site under the Procurement Department ARCBid. RFQ documents may be obtained at the office of the Augusta, GA Procurement Department, 535 Telfair Street – Room 605, Augusta, GA 30901 (706-821-2422).

All questions must be submitted in writing by fax to 706 821-2811 or by email to procbidandcontract@augustaga.gov to the office of the Procurement Department by Friday, March 17, 2023 @ 5:00 P.M. No RFQ will be accepted by fax or email, all must be received by mail or hand delivered.

No RFQ may be withdrawn for a period of **90 days** after RFQ have been opened, pending the execution of contract with the successful bidder(s).

Request for qualifications (RFQ) and specifications. An RFQ shall be issued by the Procurement Office and shall include specifications prepared in accordance with Article 4 (Product Specifications), and all contractual terms and conditions, applicable to the procurement. **All specific requirements contained in the request for qualification including, but not limited to, the number of copies needed, the timing of the submission, the required financial data, and any other requirements designated by the Procurement Department are considered material conditions of the bid which are not waivable or modifiable by the Procurement Director.** All requests to waive or modify any such material condition shall be submitted through the Procurement Director to the appropriate committee of the Augusta, Georgia Commission for approval by the Augusta, Georgia Commission. Please mark RFQ number on the outside of the envelope.

GEORGIA E-Verify and Public Contracts: The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services over \$2,499 in value to enroll in E-Verify, **regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for qualification issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

Respondents are cautioned that acquisition of RFQ documents through any source other than the office of the Procurement Department is not advisable. Acquisition of RFQ documents from unauthorized sources places the proponent at the risk of receiving incomplete or inaccurate information upon which to base their qualifications.

Correspondence must be submitted via mail, fax or email as follows:

Augusta Procurement Department
Attn: Geri A. Sams, Director of Procurement
535 Telfair Street, Room 605
Augusta, GA 30901
Fax: 706-821-2811 or Email: procbidandcontract@augustaga.gov

GERI A. SAMS, Procurement Director

Publish:

Augusta Chronicle	February 23, 2023, and March 2, 9, 16, 2023
Metro Courier	February 23, 2023

Revised: 3/22/21



**RFQ Item #23-153 ARTS Regional Freight Plan Update
for Augusta, GA – Planning and Development Department
Bid Date: Monday, Monday, April 3, 2023 @ 11:00 a.m.**

**Total Number Specifications Mailed Out: 22
Total Number Specifications Download (Demandstar): 6
Total Electronic Notifications (Demandstar): 262
Georgia Procurement Registry: 2204
Total Packages Submitted: 2
Total Noncompliant: 0**

Vendors	Attachment "B"	E-Verify Number	Addendum 1	SAVE Form	Original	Copies 7
WSP USA INC. 3340 Peechtree Road, NE, Tower Place 100, Suite 2400 Atlanta, GA 30326	Yes	568440	Yes	Yes	Yes	Yes
Metro Analytics, PLLC 14030 Harvington Dr. Hunterville, NC 28078	Yes	1297287	Yes	Yes	Yes	Yes



Evaluation Sheet RFQ Item #23-153
 ARTS Regional Freight Plan Update
 for Augusta, GA – Planning and Development Department
 RFQ Evaluation Date: Wednesday, May 3, 2023 @ 3:00 p.m.

Item 9.

Vendors			WSP USA INC. 3340 Peachtree Road, NE, Tower Place 100, Suite 2400 Atlanta, GA 30326	Metro Analytics, PLLC 14030 Harvington Dr. Huntersville, NC 28078	WSP USA INC. 3340 Peachtree Road, NE, Tower Place 100, Suite 2400 Atlanta, GA 30326	Metro Analytics, PLLC 14030 Harvington Dr. Huntersville, NC 28078
Phase 1			Ranking of 0-5 (Enter a number value between 0		Weighted Scores	
Evaluation Criteria	Ranking	Points	Scale 0 (Low) to 5 (High)			
1. Completeness of Response • Package submitted by the deadline • Package is complete (includes requested information as required per this solicitation) • Attachment B is complete, signed and notarized	N/A	Pass/Fail	PASS	PASS	PASS	PASS
2. Qualifications & Experience	(0-5)	20	4.7	4.7	93.7	94.3
3. Organization & Approach Include	(0-5)	20	4.3	4.4	85.1	88.6
4. Scope of Services: Firms experience and understanding of the scope of service and task included in Section IV: • Project Understanding, Technical Approach, and knowledge of federal and state requirements for Freight Planning. • Demonstrated examples and experience in the development of Freight Plans. This experience should include, multi-modal planning, public involvement and stakeholder engagement, and cost estimating for freight projects. • Knowledge of establishing criteria to evaluate and rank freight improvements and projects.	(0-5)	25	4.1	4.4	102.9	110.7
5. Schedule of Work	(0-5)	10	4.6	4.9	45.7	48.6
6. Financial Stability	(0-5)	5	4.7	3.7	23.6	18.6
7. References	(0-5)	5	4.4	5.0	22.1	25.0
Phase 1 Total - (Total Maximum Ranking 30 - Maximum Weighted Total Possible 425)			26.8	27.1	373.1	385.7
Phase 2 (Option - Numbers 9-10 (Vendors May Not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
9. Presentation by Team	(0-5)	10	4.7	5.0	46.7	50.0
10. Q&A Response to Panel Questions	(0-5)	5	4.8	5.2	23.8	25.8
Total Phase 2 - (Total Maximum Ranking 10 - Maximum Weighted Total Possible 75)			9.4	10.2	70.4	75.8
Total (Total Possible Score 500) Total (May not Receive Less Than a 3 Ranking in Any Category to be Considered for Award)						
Total Cumulative Score (Maximum point is 500)			36.2	37.3	443.6	461.5

Internal Use Only

Evaluator: _____ Cumulative _____ Date: 5/18/23

Procurement Department Representative: Nancy Williams

Procurement Department Completion Date: 5/18/23



PLANNING & DEVELOPMENT DEPARTMENT


535 Telfair Street • Suite 300
Augusta, Georgia 30901

1803 Marvin Griffin Road
Augusta, Georgia 30906

Item 9.

AWARD RECOMMENDATION

TO: Geri Sams, Procurement

FROM: Carla Delaney 

DATE: May 30, 2023

CONTRACTOR: METRO ANALYTICS, PLLC
14030 HARVINGTON DR.
HUNTERVILLE, NC 28078

PROJECT: RFQ 23-153 – ARTS Regional Freight Plan Update

Good afternoon Ms. Sams,

This letter represents a recommendation from the evaluation committee to award Metro Analytics, PLLC. the RFQ 23-153 for the ARTS Regional Freight Plan Update.

The evaluation committee scored Metro Analytics, PLLC. the highest of all participating consultants and recommends that negotiations start as soon as possible.

Sincerely,



Carla Delaney
Director, Planning and Development Department

Cc: Nancy Williams
Darrell White
Carla Delaney
Brian Kepner

RS&H CONSULTANTS
ATTN: STEVE COTE
730 PEACHTREE STREET N.E.
SUITE 430
ATLANTA, GA 30308

CAMBRIDGE SYSTEMATICS
MANAGING DIRECTOR
730 PEACHTREE STREET N.E.
SUITE 500
ATLANTA, GA 30308

GRESHAM SMITH & PARTNERS
MANAGING DIRECTOR
600 WEST PEACHTREE STREET N.W.
SUITE 1550
ATLANTA, GA 30308

POND COMPANY
621 NW FRONTAGE RD.
SUITE 320
AUGUSTA, GA 30907

AECOM
ATTN: GARRICK EDWARDS
1360 PEACHTREE STREET N.E.
SUITE 500
ATLANTA, GA 30309

CDM SMITH
ATTN: DEBRA JAMES
3200 WINDY HILL RD SE
SUITE 210 W
ATLANTA, GA 30339

WSP
MANAGING DIRECTOR
3340 PEACHTREE ROAD NE
SUITE 2400
ATLANTA, GA 30326

ATKINS
MANAGING DIRECTOR
1600 RIVEREDGE PARKWAY, NW
SUITE 700
ATLANTA, GA 30328

NELSON/NYGAARD
ATTN: MANNY GARCIA
215 PARK AVENUE SOUTH
6TH FLOOR
NEW YORK, NY 10003

VHB
1355 PEACHTREE ST. NE
SUITE 100
ATLANTA, GA 30309

STANTEC CONSULTING
521 EAST MOREHEAD ST.
SUITE 425
CHARLOTTE, NC 28202-2695

RK&K
2100 EAST CARY ST., SUITE 309
RICHMOND, VA 23223

TSW
1447 PEACHTREE STREET, NE
SUITE 850
ATLANTA, GA 30309

ALTA PLANNING & DESIGN
711 SE GNAND AVENUE
PORTLAND, OR 97214

POND CO.
3500 PARKWAY LANE,
SUITE 500
PEACHTREE CORNERS, GA 30092

CRANSTON ENGINEERING
452 ELLIS STREET
AUGUSTA, GEORGIA 30901

KIMLEY-HORN
554 EAST GORDON STREET
SUITE 200
SAVANNAH, GA 31401

GOODWYN MILLS CAWOOD
801 BROAD STREET
SUITE 900
AUGUSTA, GA 30901

KIMLEY-HORN
817 W PEACHTREE ST NW
THE BILTMORE, SUITE 601
ATLANTA, GA 30308

BENESCH
1005 BROAD STREET, STE 200
AUGUSTA, GA 30901

JOHNSON LASCHOBER & ASSOCIATES
1296 BROAD STREET
AUGUSTA, GA 30901

CARLA DELANEY
PLANNING AND DEVELOPMENT

PHYLLIS MILLS JOHNSON
COMPLIANCE OFFICE

RFQ ITEM #23-153
AUGUSTA REGIONAL TRANSPORTATION STUDY 2045
METROPOLITAN TRANSPORTATION PLAN UPDATE-
PERFORMANCE BASED MULTIMODAL
TRANSPORTATION PLAN-AUGUSTA, GA-PLANNING AND
DEVELOPMENT DEPARTMENT
RFQ DUE: FRIDAY, 3/15/19@ 11:00 a.m.

RFQ ITEM #23-153
AUGUSTA REGIONAL TRANSPORTATION STUDY 2045
METROPOLITAN TRANSPORTATION PLAN UPDATE-
PERFORMANCE BASED MULTIMODAL
TRANSPORTATION PLAN-AUGUSTA, GA-PLANNING AND
DEVELOPMENT DEPARTMENT
RFQ MAILED: 2/7/19

simpledu
2023-02-24

zach@simpledu.org
Sheppard, Zach

N

NOM

ETHNIC GROUP**COUNT**

African American 121

Asian American 33

Native American 7

Hispanic/Latino 9

Pacific Island/American 2

Non Minority 1071

Not Classified 0

Total Number of Vendors 1243

Total Number of Contacts 2204


[PR_bid_email_list](#)

Planholders

Add Supplier

Export To Excel

Supplier (6)

Supplier 	Download Date
Augusta quality surplus	03/05/2023
Cambridge Systematics, Inc.	02/28/2023
JLUL LOGISTICS LLC	02/28/2023
Onvia, Inc. - Content Department	02/24/2023
Total Quality Logistics	03/02/2023
YOWHI Transportation	03/03/2023

Add Supplier

Supplier Details

Supplier Name	Augusta quality surplus
Contact Name	Marcus Evans
Address	1021 Country Place Dr , Augusta, GA 30906
Email	fifitz706@gmail.com
Phone Number	706-726-7005

Documents

Filename	Type	Action
23-153_RFQ	Bid Document / Specifications	View History
23-153_ADD1	Addendum	View History

AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS) METROPOLITAN PLANNING ORGANIZATION (MPO) PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS) METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE CONSULTANT** (the “Agreement”) is made and entered into effective the date last signed below by and between the Augusta Regional Transportation Study (“ARTS”) Metropolitan Planning Organization (“MPO”) and Metro Analytics, PLLC (“Consultant”) (individually referred to as “Party” and collectively as “Parties”). This Agreement is for the Consultant to perform certain professional services (the “Services”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, MPO and Consultant agree as follows:

1. Term.

The “Effective Date” of this Agreement shall be the date said Agreement is last signed below. The time period from the Effective Date through the end of the Contract Time, and the satisfactory completion of the Project if later, shall be the “Term”.

2. Definitions.

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

2.1 Change Order.

Change Order shall mean a written order to Consultant executed by MPO, and sent to Consultant after execution of a Task Work Order, authorizing and directing a change in the Work and/or the Contract Time, or any combination thereof.

2.2 MPO.

The MPO means the Augusta Regional Transportation Study Metropolitan Planning Organization, located in Augusta, Georgia.

2.3 Contract.

The Contract includes the Contract Documents and is the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, whether written or oral.

2.4 Contract Documents.

The Contract Documents consist of: this Agreement between MPO and Consultant; Change Orders, Amendments to this Agreement executed by MPO and Consultant; executed Task Work Orders; Drawings, Specifications, Exhibits, and Addenda issued in connection with executed Task Work Orders; and agreed Change Orders and Amendments to executed Task Work Orders.

2.5 Contract Execution Date.

Contract Execution means the date on which Consultant executes and enters into a Task Work Order.

2.6 Contract Price.

Contract Price means the total monies, adjusted in accordance with any provision herein, payable to the Consultant pursuant to a Task Work Order.

2.7 Contract Time.

Contract Time means the period of time stated in a Task Work Order for the completion of the Work. Time is of the essence.

2.8 Consultant.

Consultant means Metro Analytics, PLLC.

2.9 Drawings.

The drawings are the graphic and pictorial portions of the Contract Documents, whether completed or partially completed.

2.10 Liaison.

The representative of the MPO who shall act as Liaison between the MPO and the Consultant for all matters pertaining to this Agreement, including review of Consultant's plans, drawings, schedule, invoicing, documentation, report, and Work, unless otherwise specified in writing by MPO. At the time of execution of this Agreement, the liaison is Carla Delaney. The MPO may at any time and at its sole discretion change the liaison and, if so changed, shall notify the Consultant via electronic mail.

2.11 Project.

Project means a task or set of tasks assigned pursuant to a Task Work Order. It shall have a scope of Work, Milestone dates, and dates for Substantial Completion and Final Completion. Project shall also mean a task or set of tasks assigned without a separate Task Work Order.

2.12 Subconsultant.

Subconsultant means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Consultant or with any of its subconsultants at any tier to provide any portion of the Work called for by this Agreement. The Consultant shall notify the MPO of all Subconsultants prior to engaging said subconsultant. The MPO shall have the right to approve or disapprove the subconsultant at the MPO's sole discretion.

2.13 Supplier.

Supplier means an entity providing only equipment or materials for the performance of the Work.

2.14 Task Work Order.

A Task Work Order means a written order to Consultant signed by the MPO and accepted by Consultant, assigning a Project to Consultant. Each Task Work Order undertaken pursuant to this Agreement shall include or incorporate by reference, at least the following information:

- (a) the specific Work to be performed by Consultant;
- (b) any Work product or other deliverables to be produced by Consultant and delivered to MPO in connection with the Work;
- (c) the Contract Time;
- (d) any unique Final Completion criteria for the Work;
- (e) a description of all required progress meetings and the personnel required to participate;
- (f) a description of all Milestone Dates;
- (g) a list of the Parties' representatives;
- (h) any special Intellectual Property provisions;
- (i) the method for calculating the Contract Price;
- (j) the compensation method;
- (k) any special termination provisions;
- (l) any assumption(s) on which performance of the professional Work is conditioned;
- (m) any additional terms and conditions; and
- (n) any special warranty provisions.

2.15 Work.

Work means all the work required by the Task Work Order and includes services provided or to be provided by Consultant to fulfill Consultant's obligations under a Task Work Order, and shall be recognized as instruments of professional Services.

3. Compensation.

3.1 For Work satisfactorily performed pursuant to this Agreement, MPO shall pay Consultant the fee documented in the project specific Task Work Order. Consultant is not authorized to begin Work, and MPO is not obligated to pay compensation, unless pursuant to a Task Work Order. Work will be performed and reimbursed on payment terms agreeable to both Parties (*i.e.*, lump sum, hourly, etc.). Any proposed unit rates are to be broken out by labor category and included in a Task Work Order. Any unique unit rates or costs related to outside Subconsultants contracted to the Consultant to provide specialized services for specific Work tasks will be included in the Project specific Task Work Orders. Consultant will update the MPO every month regarding incurred fees for the various Projects executed under this Agreement. Consultant will also update MPO on Project progress and schedules monthly to ensure timely completion of Work.

3.2 The labor category unit rates are included in a Task Work Order and apply to those employees of the Consultant who are engaged in providing professional Services under this Agreement. In addition to the customary overhead items, the following costs are specifically defined as overhead charges and there shall be no additional charges for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including Subconsultants hired by the Consultant) will be invoiced at cost times 1.1 to help mitigate cost of accounting and liability.

- 3.3** The MPO reserves the right to insert a liquidated damages provision in any Task Work Order subject to Consultant's right to decline acceptance of such Task Work Order.

4. Scope of Services.

Consultant shall provide professional Services to the MPO as set forth in a Task Work Order.

5. Relationship between the Parties

The relationship between MPO and Consultant is that of an independent Consultant and nothing in this Agreement shall be deemed or construed to make Consultant (nor any of its employees, agents, or Subconsultants) an agent, employee, partner, joint venture, or legal representative of MPO for any purpose whatsoever. Consultant shall have no authority to accept any order or make any offer or to execute any instrument or to assume or otherwise create any responsibility or commitment, express or implied, on behalf of or in the name of MPO or to bind MPO in any matter or thing whatsoever. Consultant shall be fully responsible for the Work, deliverables, materials, and the acts, omissions, defaults, and negligence of any Subcontractor or Subconsultant, their agents or employees as fully as if they were the acts, defaults, and neglects of Consultant or those of agents or employees of Consultant. Consultant will have the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes and withholding), Worker's Compensation Insurance, and all other expenses relating to each such employee, agent, or Subconsultant of Consultant, and for paying all other costs incurred in performing the Services.

6. Personnel, Subconsultants and Suppliers.

6.1 Terms of Subcontracts.

All subcontracts and purchase orders with Subconsultants shall afford Consultant rights against the Subconsultant which correspond to those rights afforded to MPO against Consultant herein, including those rights of Contract suspension, termination, and stop work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between MPO and any Subconsultant of Consultant and a provision to this effect shall be inserted into all agreements between Consultant and its Subconsultants.

6.2 Consultant Responsible for Acts and Omissions of Its Subconsultants.

Should Consultant subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Consultant of any liability or obligation under the Contract or under any applicable policy, law, or regulation, and Consultant shall be responsible for all and any acts, defaults, omissions, or negligence of its Subconsultants, Suppliers, and consultants. The Consultant shall not subcontract all or any part of the Work without the express, written permission of the MPO to be given or not given by the MPO at its sole discretion.

6.3 Personnel.

Consultant shall employ and assign only qualified and competent personnel to perform any Services or Work concerning a Project. Prior to the commencement of any Work, Consultant shall designate one such person as a Project Manager. Absent written instruction from Consultant to the contrary, a Project Manager shall be deemed to be Consultant's authorized representative and shall be authorized to receive and accept any and all communications from MPO.

6.4 Removal of Subconsultants and Personnel.

If, at any time during the course of the Work, MPO determines in its sole discretion that the performance of any Subconsultant or any member of Consultant's staff working on the Work is unsatisfactory, MPO's Liaison may require Consultant to remove such Subconsultant or staff member from the Work immediately and replace the staff member at no cost or penalty to MPO for delays or inefficiencies the change may cause.

6.5 Notice of Personnel Changes.

No changes or substitutions shall be permitted in the Consultant's key personnel without the prior written approval of MPO.

6.6 Supervision of the Work.

The Work shall be supervised and directed by Consultant who shall bear full responsibility for any and all acts or omissions of those engaged in the Work on behalf of Consultant.

7. Standard of Care.

Work performed by Consultant under a Task Work Order shall be performed in accordance with that degree of care and skill ordinarily exercised by members of Consultant's profession practicing at the same time in the same location, and in compliance with applicable federal, state, and local statutes, rules, and regulations. Consultant further represents all personnel providing services or Work on the Project shall be properly experienced, professional, competent, and properly licensed and qualified in all governmental jurisdictions in which the Work is to be performed. Consultant shall furnish such evidence relating to the qualifications of its personnel and the Consultant's ability to perform fully its Work in accordance with the Contract. Unqualified Consultant personnel, or Consultant personnel otherwise reasonably objected to by MPO, shall be promptly replaced. All labor furnished to progress the Work under the Contract will be competent to perform the tasks undertaken and will yield only quality results in compliance with a Task Work Order. Consultant will at all times in good faith perform the Work. Any and all Work not conforming to these requirements shall be considered defective and shall constitute a breach of the Contract. The obligations in this Agreement shall be deemed cumulative and shall not be deemed alternative or exclusive, nor shall they be deemed to alter or limit any other. The MPO shall not be liable or responsible for the accuracy of the Work or any error or omission in any phase of the Work. The Consultant shall have the sole liability and responsibility for its Work and that it is in federal, state, and local compliance, and that neither the MPO nor any other governmental entities are out of compliance due to the Consultant or Work done by the Consultant, its employees, agents, or Subconsultants.

8. Payment to Consultants.

- 8.1** For each specific item or subset of Work authorized under a Task Work Order, MPO shall pay the Consultant on the basis of the method specifically set forth in a Task Work Order. Each invoice shall be accompanied by a letter progress report, which outlines the Work accomplished during the billing period, the percentage of the Work completed, the percentage of the budget expended, and any problems which may affect a Project's execution.

- 8.2** Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of Consultant's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest of as set forth in O.C.G.A. §7-4-2(a)(1)(A) (currently 7% simple interest per annum).
- 8.3** The Consultant shall not perform Work on any phase or task of a Project that will result in costs that will exceed the budget specified for such Task Work Order without the written consent of MPO.
- 8.4** There will be no payments for overtime billing. Overtime may be performed at the discretion of the Consultant, but the premium time portion of the overtime will not be billed to the MPO.
- 8.5** Reimbursable Expenses are not in addition to compensation as set forth in this Contract unless specifically agreed to by the MPO in writing, and include expenses incurred by the Consultant and the Consultant's consultants directly related to the Project, as follows:
1. Printing, reproductions, plots, and standard form documents, not included in the Scope of Work.
 2. Renderings, physical models, mock-ups professional photography, and presentation materials requested by the Owner, not included in the Scope of Work.

8.6 Final Payment.

Upon completion by the Consultant of the Work, including the receipt of any final written submissions and the approval thereof by the authorized MPO representative, the MPO will pay the Consultant all amounts earned. The MPO incurs no obligation to pay the Consultant for 100 percent of the not-to-exceed amount. Payment will only be made for the amounts earned. The Consultant agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the MPO for Work performed, materials furnished, costs incurred, or otherwise arising out of a Task Work Order and releases the MPO from any and all further claims of whatever nature, whether known or unknown, for and on account of said Task Work Order, and for any and all Work performed, and labor and materials furnished, in connection with same.

9. Changes in Work and Extensions of Time.

9.1 MPO's Right to Order Changes.

Change Order shall mean a written order to Consultant executed by MPO, issued after execution of a Task Work Order, authorizing and directing a change in the Work and/or the Contract Time, or any combination thereof.

9.2 Adjustments to Contract Price or Contract Time.

Presentation by the MPO of a Change Order and the execution of a Change Order by Consultant shall constitute conclusive confirmation of Consultant's agreement to the ordered changes in the Work, the Contract Price, or the Contract Time, if any, as amended.

9.3 Effect of Executed Change Order.

The presentation to and execution of a Change Order by Consultant shall constitute conclusive confirmation of Consultant's agreement to the ordered changes in the Work, the Contract Price, or the Contract Time, if any, as amended.

10. Termination without cause by the MPO.

- 10.1** The MPO may for any reason, or no reason whatsoever terminate performance under this Agreement by the Consultant without cause and at the sole discretion of the MPO. The MPO need not provide a reason for termination of this Agreement under this section. The MPO shall give written notice of such termination to the Consultant specifying when termination becomes effective, which must be a minimum of ten calendar (10) days from the date the Consultant receives the written notice.
- 10.2** This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the MPO under this Agreement.
- 10.3** The Consultant shall incur no further obligations in connection with the Work and the Consultant shall stop Work when any such termination notice is received by the Consultant from MPO. The Consultant shall also terminate outstanding orders and subcontracts and reasonably mitigate against any costs or losses associated with the termination of such affected orders and subcontracts.
- 10.4** Within ten (10) calendar days of receipt by the Consultant of termination under this section, the Consultant shall transfer title and deliver to the MPO such completed or partially completed Work, including but not limited to hard copies and electronic copies, and materials, equipment, parts, fixtures, information, and Contract rights as the Consultant has.
- 10.5** Within thirty (30) days after its termination under this section, the Consultant shall submit a termination claim to the MPO specifying the amounts due for the Work completed or partially completed through the date of Consultant's receipt of notice of termination together with costs, pricing, or other data required by the MPO. The claim shall be signed by an officer of the Consultant under oath and under penalty of perjury. If the Consultant fails to file a complete and proper claim within the time required herein, any such claim shall be deemed waived and no further sums will be due the Consultant. The total sum to be paid the Consultant under this Subsection 11.5 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made and amounts not due for Work that has not performed, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Consultant for the termination of the Contract for convenience.

11. Termination for Cause.

If Consultant breaches any provision of this Agreement, MPO may give notice to Consultant of such breach in writing. If the breach is not cured within ten (10) calendar days of receipt of such notice, Consultant shall be in default hereunder and MPO may, at its sole discretion, elect to terminate the Agreement, or to continue the Agreement subject to receiving adequate assurances of performance from Consultant. In the event that MPO terminates this Agreement pursuant to this Section, MPO shall not be required to make any payments to Consultant with respect to material that has not been delivered or Work that have not been performed as of the date of termination. If the sum of all previous deposits and payments under this Agreement with respect to the Work so terminated exceeds the amount owed to Consultant with respect to material that has been delivered and Work that have been performed as of the date of termination, the excess shall be immediately refunded to MPO.

Notwithstanding anything to the contrary in this Section, any breach of Section 7 of this Agreement shall result in automatic and immediate termination of this Agreement with no opportunity to cure.

12. Suspension of Work by the MPO.

The MPO may, by written notice, direct the Consultant to suspend all or any part of the Work under this Agreement for such period of time as may be determined by the MPO in its sole discretion to be necessary or desirable for its convenience. If such suspension causes additional cost to Consultant or delays the progress of the Work and is due to something other than the failure of the Consultant to correct the Work as required by this Agreement or carry out the Work in accordance with this Agreement, then the Consultant will be entitled to additional compensation and a time extension in accordance with the provisions of this Agreement. Adjustments to the Contract Price and/or Contract Time will be based on actual costs and actual days lost resulting directly from the suspension. In no event shall the Consultant be entitled to any prospective profits. Any claim by the Consultant for an adjustment hereunder must be asserted within thirty (30) days from the date of a start order for resumption of Work.

13. Indemnification.

13.1 From Personal Injury or Damage to Tangible Property.

For all matters related to its professional planning services, Consultant shall indemnify, covenant not to sue, and hold the MPO; including the MPO President, the MPO Board Members, the MPO Officers, the MPO employees, City of Augusta Government, the United States of America, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and servants, past and present, harmless from any and all claims, liability, damages, penalties, fines, loss, and cost to the extent arising from Consultant's negligent or intentionally wrongful acts and omissions in performance of the Agreement, provided that such claims, liability, damage, loss, cost, or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting there from, to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct or the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement.

Notwithstanding the duty to indemnify and hold harmless, the Consultant expressly agrees, after adjudication by a court of competent jurisdiction, to reimburse the MPO pursuant to this provision for any costs and attorneys' fees determined by the court to have been reasonably, necessarily and actually incurred by the MPO specifically founded upon the Consultant's negligence.

For all other matters, Consultant shall indemnify, defend, covenant not to sue, and hold the MPO; including the MPO President, the MPO Board Members, the MPO Officers, the MPO employees, City of Augusta Government, the United States of America, and the State of Georgia, their agencies, departments, their officials, officers, directors, employees, inspectors, and servants, past and present, harmless from any and all claims, liability, damages, penalties, fines, loss, cost, and expense of every type whatsoever including, without limitation, attorneys' fees and expenses, in connection with Consultant's negligent or intentionally wrongful acts and omissions in performance of the Agreement, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property, including loss of use resulting there from, to the extent caused by Consultant or anyone for whose acts Consultant may be liable, regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by the MPO. The indemnification obligations herein shall not be limited by the coverage limitations in Consultant's insurance policies. The Consultant agrees to satisfy and pay and cause to be discharged judgments of

record which may be rendered against those indemnified hereunder in connection with Consultant's negligent or intentionally wrongful performance of the Agreement.

13.2 From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements.

Consultant shall indemnify, defend, and hold harmless the MPO; including the MPO President, the MPO Board Members, the MPO Officers, the MPO employees, the City of Augusta Government, the United States of America, and the State of Georgia, their officials, officers, directors, servants, agents, inspectors, and employees, past and present, from and against all claims, liabilities, damages, losses, costs, fines, expenses (including reasonable attorney's fees and expenses, and fees and expenses of experts) for bodily injury, including death, or damage to or loss of property, or any other type or form of loss occurring or sustained or arising in any way from the performance of the Work, including without limitation, the following:

- 13.2.1** Any violation by, or caused by, Consultant, its Subconsultants, representatives, employees, and agents of any local, state, or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract,
- 13.2.2** Environmental violations or contamination from hazardous substances, hazardous wastes and emissions, or other substances or chemicals regulated by any applicable environmental laws or regulations and resulting from any willful misconduct, negligent act or omission, or legal violation by Consultant, its Subconsultants, Suppliers, representatives, employees, or agents;
- 13.2.3** The failure of any of Consultant's employees, agents, representatives, Suppliers, or Subconsultants to obtain and maintain the required skills, licenses, certificates, and permits mandated by applicable federal, state, or local governing authorities;
- 13.2.4** Any error or omission or act arising from Consultant's performance of the Work.

14. Insurance.

14.1 Required Coverage and Limits.

Consultant shall, at its sole expense, obtain and maintain the following minimum insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the MPO. Insurance provided by Consultant shall be primary and non-contributory coverage and shall be endorsed accordingly. MPO shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. Consultant shall provide full insurance policies, declaration pages, certificates of insurance, and Endorsements evidencing these coverages to MPO upon execution of this Agreement.

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans,

drawings, field notes, or other similar data relating to the Work.

(e) Employers' Liability Insurance in the minimum of One Million Dollars (\$1,000,000) each acMPOent, One Million Dollars (\$1,000,000) each employee, and One Million Dollars (\$1,000,000) policy limit.

(f) Professional Liability Insurance in the minimum of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

(g) Umbrella Insurance in the minimum of One Million Dollars (\$1,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

Consultant shall provide MPO a minimum thirty (30) days written notice prior to any change in insurance coverage. Said commercial general liability, auto liability, and umbrella liability insurance policies shall name MPO; including the MPO President, the MPO Board Members, the MPO Officers, the MPO employees, City of Augusta Government, the United States of America, and the State of Georgia, as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Consultant's neglect in Services and Work regardless of when claims are made, during completion of the Services.

14.2 Increases in Coverage.

At the request of MPO, Consultant shall increase the above insurance limits or obtain additional coverage at MPO's expense.

15. Correction of Work

15.1 Prior to Final Payment hereunder, Consultant shall promptly correct Work rejected by MPO in accordance with the terms of this Agreement or known by Consultant to be defective or failing to conform to the requirements of the Contract measured by Section 7, above (herein referenced as "Standard of Care"). Subject to the terms of this Agreement, Consultant shall bear costs of correcting such rejected Work.

15.2 If Consultant fails to correct nonconforming Work as required or fails to perform the Work in accordance with the Contract and the Project is not yet complete, MPO may, by written order, direct Consultant to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

15.3 If Consultant defaults or neglects to carry out the Work in accordance with the Standard of Care and fails within five (5) business days after receipt of written notice from MPO to commence and continue correction of such default or neglect with diligence and promptness, MPO may terminate this Agreement for Cause immediately, notwithstanding any other provisions in this Agreement, and seek all available remedies. At the sole discretion of the MPO, the MPO may elect to not terminate this Agreement, correct such deficiencies, and charge the actual cost thereof to Consultant. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to Consultant, MPO's actual costs of correcting such deficiencies.

16. Miscellaneous.

16.1 Agreement Not to Discriminate.

During the performance of this Agreement, the Consultant will not discriminate against any employee

or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed, or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Consultant will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed, or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Subconsultant, providing that the foregoing provisions shall not apply to contracts or Subconsultants for standard commercial supplies of raw materials.

16.2 Assignment.

The Consultant shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Agreement or his right, title, or interest therein to any person, firm, or corporation without the previous consent of the MPO in writing.

16.3 Waiver.

A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

16.4 Severability.

The Parties agree that each of the provisions included in this Agreement is separate, distinct, and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

16.5 Governing Law; Jurisdiction.

The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed and will be performed in Augusta, Georgia. Jurisdiction for the purposes of dispute resolution and litigation shall be Augusta, Georgia.

16.6 Merger.

The Parties agree that the terms of this Agreement include the entire agreement between the Parties, and as such, shall exclusively bind the Parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement. Any previous contracts or agreements between the Parties related to the scope of Services or Work contained in any Task Work Order issued contemporaneously with or subsequently to this Agreement are hereby superseded by this Agreement.

16.7 Findings Confidential.

The Consultant agrees that its conclusions and any reports are for the confidential information of the MPO and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the MPO, and will only discuss the same with it or its authorized representatives, except as directed by MPO. All documents, reports, maps, data, and studies

prepared by the Consultant pursuant to this Agreement shall become the property of the MPO and be delivered to MPO. It is the MPO's sole determination whether such information will be publicly disclosed. Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Work conducted under this Agreement, during the course of this Agreement, shall not be presented publicly or published without prior approval in writing of the MPO.

It is further agreed that if any information concerning the Work, its conduct, results, or data gathered or processed should be released by the Consultant without prior approval from the MPO, the release of same shall be a breach of this Agreement and, if not completed, shall constitute grounds for immediate termination of this Agreement without indemnity to the Consultant. Should any such information be released without restriction (a) by the MPO or (b) by the Consultant with such prior written approval by the MPO, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

The Consultant acknowledges its correspondence, documents, and other records may be deemed subject to the Georgia Open Records Act, and to that extent may not be confidential. Prior to releasing any correspondence, documents, or other records upon receipt of an Open Records Request, the Consultant shall forward the request to the MPO and receive written approval for releasing any such records.

16.8 Consultant to Cooperate.

If the MPO undertakes or awards other contracts for additional related work, the Consultant shall fully cooperate with such other contractor and the MPO, and carefully coordinate its own Work with such additional work as may be directed by the MPO. The Consultant shall not commit or permit any act which will interfere with the performance of work by any other contractor or by MPO to the best of Consultant's ability and as made known to the Consultant by the MPO.

16.9 Conflict of Interest.

16.9.1 Consultant's Interest.

The Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Consultant further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

16.9.2 Interest of Public Officials.

The Consultant will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the MPO to leave the employ of the MPO in order to work for the Consultant or another entity.

16.10 Anti-Kickback.

Salaries of architects, draftsmen, Consultants, and technicians performing Work under this Agreement shall be paid by Consultant unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Consultant hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

16.11 Audits.

At any time during normal business hours and as often as the MPO may deem necessary, the Consultant shall make available to the MPO, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine, and make copies, excerpts, or transcripts from such records of personnel, conditions of employment and other data relating to the Work and all matters covered by this Agreement.

Consultant shall maintain all books, documents, papers, accounting records, and other evidence pertaining to a Project and shall make such material available at all reasonable times during the period of the Agreement, and for seven (7) years from close out of construction of the Project, for inspection by the MPO or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. Consultant agrees that the provisions of this Article shall be included in any agreements it may make with any Subconsultant, assignee, or transferee.

16.12 Verbal.

No verbal agreement or conversation with any officer, agent, or employee of the MPO, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section 10 above, or by written Amendment.

16.13 Ownership of Documents.

As between the Parties, the deliverable Documents per the Work Order or things prepared by Consultant for the Work, shall immediately become and be the property of MPO. Any documents furnished by MPO shall remain the property of MPO. Consultant may be permitted to retain copies of any documents furnished by MPO for its records with approval in writing of MPO; provided, however, that in no event shall Consultant use, or permit to be used, any portion or MPO furnished documents on other projects without MPO's prior written authorization. The Consultant shall provide an electronic copy and a hard copy of all deliverables.

16.14 Amendment.

Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written Amendment signed by both Parties.

16.15 Notices.

Any notices to be given hereunder by either Party to the other may be affected either by personal delivery in writing, by mail (registered or certified), postage prepaid with return receipt requested, or by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing:

If to the MPO:

Augusta Regional Transportation Study
Metropolitan Planning Organization
c/o Director Carla Delaney
535 Telfair Street, Suite 300
Augusta, GA 30901

With a copy to General Counsel:

Wayne Brown
535 Telfair St, Building 3000
Augusta GA 30901

If to the Consultant:

Metro Analytics, PLLC
c/o Chandler Duncan; Managing Partner
14030 Harvington Drive
Huntersville, NC 28078

16.16 Attorney Fees.

If any action at law or in equity is necessary to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled.

16.17 Informal Dispute Resolution; Litigation.

16.17.1 Informal Dispute Resolution Procedure.

The Parties shall attempt in good faith to resolve all disputes arising under the Contract promptly by negotiation as follows. Any Party may give the other Party written notice of any dispute not resolved in the normal course of business. Executives of both Parties with appropriate decision-making authority shall meet at a mutually acceptable time and place within ten (10) days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. More than one meeting to negotiate a resolution of the dispute may be held. However, if, within forty-five (45) days after the initial notice of dispute, the Parties are not successful in resolving the dispute through negotiation, then the Parties agree that the dispute may be resolved by Litigation as provided in this Agreement.

16.17.2 Work to Continue.

In the case of any dispute arising under the Contract, Consultant shall proceed diligently with performance of the Work pending final resolution of the dispute, and MPO shall continue to make payments to Consultant in accordance with the Agreement for those portions of the Work completed that are not the subject of dispute.

16.17.3 Litigation.

As a condition precedent to the filing of any legal action by Consultant against the MPO arising out of or relating to this Agreement, Consultant shall first provide the MPO thirty (30) days written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action to the best of the Consultant's ability.

16.18 Venue.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the Contract Documents, venue shall lie in Augusta, Georgia, and Consultant specifically waives its right under the Georgia Constitution to object to venue lying in Augusta, Georgia.

16.19 Cooperation with Governmental Requirements.

If Federal funds are used to finance any portion of a Project, all requirements resulting from the use of Federal funds are hereby automatically incorporated into a Task Work Order for a Project. The Consultant shall cooperate fully with MPO, City of Augusta, the United States of America, and the State of Georgia, consultants on adjacent projects, construction Contractors, local government officials, utility companies, and others, as may be directed by the MPO. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the MPO, furnishing plans, documents, and other data produced in the course of Work on the Project, as may be requested from time to time by the MPO to affect such cooperation and compliance with all directives issued by the MPO in accordance with this Agreement. It is understood and agreed that MPO, City of Augusta, the United States of America, and the State of Georgia will have access to the Work and be furnished information as directed by the MPOs and the Consultant's time in retrieving such information will be compensated. Consultant shall provide documents and cooperate with the MPO so the MPO is in compliance with any intergovernmental agreement with City of Augusta, the United States of America, and the State of Georgia, and any other federal, state, or local agencies and departments.

16.20 Immigration Law Compliance.

To the extent applicable, Consultant acknowledges it and its Subconsultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

16.21 Survival.

The warranty, payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

16.22 No Third-Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

16.23 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

16.24 No Strict Construction.

Each Party has participated in negotiating and drafting this Agreement, so if ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a party because it was responsible for drafting one or more provisions of this Agreement.

Executed by the Parties' duly authorized representatives as indicated by their signatures below.

**AUGUSTA REGIONAL TRANSPORTATION METRO ANALYTICS, PLLC
STUDY MPO**

BY: _____

BY: _____

(Printed Name, Title and Address)

(Printed Name, Title and Address)

Date: _____

Date: _____

EXHIBIT 1 - FINAL COMPLETION CERTIFICATE

Consultant Metro Analytics, PLLC, hereby certifies, warrants and represents that: (i) the Work described in the Professional Services Agreement dated _____ by and between MPO and Consultant is completed and has been performed in strict accordance with the Agreement; (b) Contractor has made payment in full to all Subconsultants for all labor, materials utilized and expended in the performance of the Work; and (c)

MPO

Consultant

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

**AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)
METROPOLITAN PLANNING ORGANIZATION (MPO)
PROFESSIONAL SERVICES AGREEMENT
TASK WORK ORDER NO. 1**

This Task Work Order No. 1 is issued by the Augusta Regional Transportation Study (“ARTS”) Metropolitan Planning Organization (“MPO”), and upon valuable consideration is accepted by Metro Analytics, PLLC (“Consultant”) on the Contract Execution date signed below by the Consultant, pursuant to, and governed by the terms of, the Professional Services Agreement (“Agreement”) between the Parties effective _____, 2023. This Task Work Order becomes one of the Contract Documents as defined by the Agreement.

PROJECT SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS

Develop a Freight Plan to study all modes of freight movement in the ARTS MPO boundary area as set forth in Exhibit “A”.

DELIVERABLES

Set forth in Exhibit “A”, attached.

PROJECT SCHEDULE

Set forth in Exhibit “B”, attached.

CONTRACT PRICE AND COMPENSATION METHOD

Set forth in Exhibit “C”, attached.

PROJECT SCOPE (as defined in proposal dated April 3, 2023)

Set forth in “Exhibit “D”, attached

Executed by the Parties’ duly authorized representatives as indicated by their signatures below.

Issued by MPO: AUGUSTA REGIONAL TRANSPORTATION STUDY MPO

By: _____
Date

(Printed name and Title)

Accepted by Consultant: METRO ANALYTICS

By: _____
Date

(Printed name and Title)

**METROPOLITAN TRANSPORTATION
FREIGHT PLAN CONTRACT**

AUGUSTA REGIONAL TRANSPORTATION STUDY (ARTS)

FHWA METROPOLITAN PLANNING PROGRAM

PLANNING (PL) FUNDS
FISCAL YEAR (FY) 2023

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205
FEDERAL-AID PARTICIPATING PROJECT
PI Number: 0019245-PLN
Contract ID: 48400-415-IGDPL2301049

Federal Share 80%	\$240,000
Local Match Share 20%	\$60,000
Total Contract Cost	\$300,000

METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTRACT

Between the

DEPARTMENT OF TRANSPORTATION**STATE OF GEORGIA****ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW****ATLANTA, GEORGIA 30308**

and the

AUGUSTA REGIONAL TRANSPORTATION STUDY

THIS AGREEMENT is made and entered into this 28th day of December, 2022, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **AUGUSTA REGIONAL TRANSPORTATION STUDY**, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DEPARTMENT is responsible for developing a workable formula for distributing the apportionment of planning funds pursuant to 23 U.S.C § 104 (d); and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DESIGNATED AGENCY has developed its Unified Planning Work Program for Fiscal Year 2023, which describes its transportation planning priorities for Fiscal Year 2023 that are funded by FHWA-PL and FTA 5303 planning funds; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services, which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **EXHIBIT D, "Work Program, Fiscal Year 2023"** (hereinafter referred to as the "PROJECT").

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Work Program, which is affixed to this Agreement under the label of **EXHIBIT D, "Work Program - Fiscal Year 2023"**, the same as if fully set forth herein. The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **EXHIBIT D, "Work Program - Fiscal Year 2023"**.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **EXHIBIT D, "Work Program - Fiscal Year 2023"**.

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives for the DEPARTMENT and the Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV

AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work as described in Article I, Scope and Procedures, on July 1, 2022. The work outlined therein shall be completed no later than June 30, 2023. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **EXHIBIT F, "Schedule – Fiscal Year 2023"**, attached hereto and incorporated by reference.

ARTICLE V

RESPONSIBILITY FOR CLAIMS AND LIABILITY

The DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI

COMPENSATION

A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost for the completion of the PROJECT, as shown in **EXHIBIT E, "Budget Estimate - Fiscal Year 2023"**, attached hereto and incorporated herein by reference, is **THREE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$300,000)**. It is

- agreed that the amount which the DEPARTMENT shall be obligated to pay is eighty percent (80%) of the total cost, which represents the Federal Share of the cost of the PROJECT up to TWO HUNDRED FORTY THOUSAND DOLLARS AND ZERO CENTS (**\$240,000**). However, if the total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the actual allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal share of **\$240,000**. In no event shall the DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.
2. The DESIGNATED AGENCY shall be obligated to pay twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to SIXTY THOUSAND DOLLARS AND ZERO CENTS (**\$60,000**). However, if the total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 20% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (**\$60,000**). Any portion of the Local Match may consist of “soft” match and/or “in-kind” services as referenced in Title 23, Part 420, Subchapter E of the Code of Federal Regulations (“C.F.R.”), “Planning and Research Program Administration”, and 2 C.F.R., Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and all other relevant sections of Federal law, Federal regulations and Federal guidance applicable to the subject, as appropriate, in lieu of a traditional cash match. The Local Match total of any traditional cash match and any “soft” match and/or “in-kind” services must constitute 20% of the cost of the PROJECT up to **\$60,000** or a 20% match rate of the allowable cost incurred.

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided for in **EXHIBIT E, “Budget Estimate - Fiscal Year 2023”**, “and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **EXHIBIT D, “Work Program - Fiscal Year 2023”**, and **EXHIBIT E, “Budget Estimate - Fiscal Year 2023”**, of this Agreement. If at any time during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after

such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in **EXHIBIT E, “Budget Estimate - Fiscal Year 2023”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in **EXHIBIT E, “Budget Estimate - Fiscal Year 2023”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of **23.92%** of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of **86.36%** of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the

PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine the final payment for indirect costs by the audit of the DESIGNATED AGENCY'S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit, or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 C.F.R. Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY'S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before the final settlement of the DESIGNATED AGENCY'S costs under this Agreement or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If prior to the satisfactory completion of the services under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the Basic Agreement, a supplemental agreement shall be executed between the parties. Minor changes that do not involve changes in compensation, the Scope and Procedure, the extension of the term, or the goals and objectives of the PROJECT may be made by written notification of such change by either party with the written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively, and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned, less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for a final payment not more than forty-five (45) days after the completion date of the PROJECT. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with the same.

ARTICLE X

MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included indirect costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI

SUBCONTRACTS, ASSIGNMENT, OR TRANSFER RESTRICTIONS

The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without the prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding Ten Thousand Dollars (\$10,000) in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII

USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use the same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

ARTICLE XV

COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI

COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.

- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **APPENDIX A, “Notice Of Contractors, Compliance With Title VI Of The Civil Rights Act Of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **APPENDIX B, “Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **APPENDIX C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **APPENDIX D, “Georgia Security And Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX

AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If

requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT, unless the cost was incurred due to reliance of DEPARTMENT guidance.

ARTICLE XX

INSURANCE

By execution of this agreement, the DESIGNATED AGENCY certifies to the DEPARTMENT that it and any subcontractors or consultants will maintain the following minimum amounts of insurance:

- A. Workmen’s Compensation Insurance in accordance with the laws of the State of Georgia.
- B. Public Liability Insurance as follows:
 - 1. Each Occurrence Limit: \$1,000,000.00
 - 2. Personal Injury/Death Limit: \$1,000,000.00
 - 3. General Aggregate Limit: \$2,000,000.00
 - 4. Products/Completed Ops.: \$2,000,000.00
 - Aggregate Limit
 - 5. Automobile Liability Limit: \$1,000,000.00 (Combined Single Limit)
 - 6. Umbrella Liability: \$2,000,000.00

Insurance shall be maintained in full force and effect during the life of the contract, or amendments hereto, and shall protect the DESIGNATED AGENCY, its employees, agents and representatives from claims for damages, for personal injury, and death and for damages arising in any manner from the negligent or wrongful acts or failures to act by DESIGNATED AGENCY, its employees, agents, or representatives in the performance of the work covered by the contract, or amendments hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

DocuSigned by:

Russell R. McMurry

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Commissioner

ATTEST:

DocuSigned by:

Angela A. Whitaker

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Treasurer

**AUGUSTA REGIONAL
TRANSPORTATION STUDY**

DocuSigned by:

Charles H. Hefner

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Director

IN THE PRESENCE OF:

DocuSigned by:

W. Wayne Brown

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Witness

Signed, Sealed and Delivered

This 7 day of December, 2022

in the presence of:

DocuSigned by:

Theresa L. Whitaker

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NOTARY PUBLIC

I attest that the corporate seal attached to this document is, in fact, the seal of the Corporation executing this Document does, in fact, occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

DocuSigned by:

Angela A. Whitaker

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58-2204274

Federal Employee Tax No.:

EXHIBIT A**Certification of Designated Agency**

I hereby certify that I am the DIRECTOR and duly authorized representative of the Augusta Regional Transportation Study, whose address is 535 Telfair Street, Augusta, Suite 300, GA 30901, and that neither I nor the entity I here represent has:

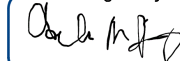
- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving the participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

11/30/2022

(Date)

DocuSigned by:



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Signature of Authorized Representative

Carla Delaney

Type or Print Name

EXHIBIT B**Certification of Department Of Transportation of the State of Georgia**

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia and that the above Planning Commission in **EXHIBIT A** or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving the participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12/28/2022

(Date)

DocuSigned by:

Russell R McMurtry

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Commissioner

EXHIBIT C**Federal Award Identification Required Elements**

1. Sub-recipient Name: **AUGUSTA REGIONAL TRANSPORTATION STUDY**
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 C.F.R. § 200.32): **#073438418**
3. Federal Award Identification Number: **PI# 0019245**
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): **11/01/2022**
5. Sub-award Period of Performance start and end date: **October 1st, 2022 - July 31st, 2024**
6. Amount of federal funds obligated by this action: **\$240,000**
7. Total amount of the federal funds obligated to sub-recipient: **\$240,000**
8. Total Amount of the federal award: **\$240,000**
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): **THE AUGUSTA REGIONAL TRANSPORTATION STUDY – FREIGHT PLAN FY 2023**
10. Name of Federal Awarding Agency: **Federal Highway Administration**
11. Pass-through entity: **Georgia Department of Transportation's Office of Planning**
12. Contact information for the awarding official: **FHWA Georgia Division, 61 Forsyth Street, Suite 17T100, Atlanta, GA 30303**
13. CFDA Number and Name: **20.205**
14. Is this a Research and Development Project? **NO**
15. Indirect cost rate if used (2C.F.R. § 200.414): **86.36%**

EXHIBIT D
Work Program - Fiscal Year 2023

See Task 4.3 – Intermodal Planning of the *Unified Planning Work Program (UPWP) – FY 2023*

Document can be found here:

<https://www.augustaga.gov/2086/Unified-Planning-Work-Program>

(Current as of July 1, 2022)

TASK 4.3 - Intermodal Planning

Purpose: To incorporate bicycle, pedestrian, public transit, freight, and non-motorized transportation planning activities into the overall ARTS transportation planning process. To implement projects that resolve conflicts between modes of transportation, such as rail/highway conflicts, and projects that improve connections and travel alternatives among modes of transportation.

This work element will be used to foster a transportation system that accommodates bicycle, pedestrian, public transit, freight, and other non-motorized means of transportation. Activities under this work element will focus on evaluating the highway and rail conflicts in the ARTS area; addressing the efficient movement of freight; identifying possible solutions to problem locations related to intermodal connections, and improving safety for non-motorized travel.

Through the implementation of the Regional Bicycle and Pedestrian Plan, the ARTS transportation system will be more intermodal. This plan prioritized proposed projects based on numerous factors identified by local stakeholders. The plan recommends local governments strengthen policies related to:

1. Bicycle paths and parking
2. Pedestrian facilities
3. Regional connectivity
4. Bicycle and Pedestrian Safety and Educational Outreach

The implementation of the Regional Bicycle and Pedestrian Plan will be pursued by ARTS MPO committees as projects in the TIP progress preliminary engineering and all subsequent phases of work during the project implementation.

Previous Work

1. The 2050 MTP and FY 2021-2024 TIP updates include future transportation projects on routes/corridors serving freight traffic.
2. ARTS Bicycle and Pedestrian Plan (Implementation and monitoring Transportation Alternatives Program (TAP) projects).
3. Aiken County Bicycle and Pedestrian Plan (Implementation and monitoring TAP projects).
4. ARTS staff continued work on compiling data to assess Sidewalk and Bus Stop/Shelter Gap Analysis based on the Americans with Disabilities Act (ADA) Self Evaluation Plan for Richmond County.
5. ARTS staff released a solicitation for Transportation Alternatives (TA) Set-aside grant applications.

FY 2023 Work Activities and Schedule

ACTIVITIES	EXPECTED COMPLETION DATE
1. Complete Streets Policy Technical Report	January 31, 2023
2. Education and outreach materials for bicycle and pedestrian safety	February 15, 2023
3. Collect data to create GIS map of Critical Freight Corridors	April 2023

ACTIVITIES	EXPECTED COMPLETION DATE
4. Collect and analyze traffic conflicts at railroad crossings	June 30, 2023
5. Task 0 – Project Management	July 2022 – June 2023
6. Task 1 – Project Initiation	July 2022 – August 2022
7. Task 2 – Existing Conditions Inventory and Profiles Analysis	July 2022 – Sept. 2022
8. Task 3 – Stakeholder Involvement / Freight Advisory Committee	July 2022 – June 2023
9. Task 4 – Freight Project Identification	Oct. 2022 – Feb. 2023
10. Task 5 – Freight Project Evaluation / Project Feasibility	Jan 2023 – April 2023
11. Task 6 – Draft and Final Freight Report	April 2023 – July 2023

Product(s)

1. Complete Streets Policy Technical Report.
2. Draft 2022 ARTS Regional Freight Plan Update completed by selected consultant pending GAMPO application. ARTS staff will intermodal task funds to assist the selected consultant with public outreach and administrative support.

COST ESTIMATES AND PROPOSED FUNDING SOURCES

Responsible Agencies: Augusta Planning and Development Department (APDD), Aiken County Planning and Development Department (ACPDD), Federal Highway Administration – GA (FHWA GA), Federal Highway Administration – SC (FHWA SC), Georgia Department of Transportation (GDOT), and South Carolina Department of Transportation (SCDOT).

FUNDING SOURCE	APDD	ACPDD	TOTALS
FHWA (GA PL)	\$44,358.82		\$44,358.82
APDD (GA PL Match)	\$11,089.70		\$11,089.70
FHWA (SC PL)	\$400.00	\$3,200.00	\$3,600.00
ACPDD (SC PL Match)	\$100.00	\$800.00	\$900.00
FHWA (GA PL) – GAMPO	\$240,000.00		\$240,000.00
APDD (GA PL Match) – GAMPO	\$60,000.00		\$60,000.00
TOTAL	\$355,948.52	\$4,000.00	\$359,948.52

EXHIBIT E
Budget Estimate - Fiscal Year 2023

FY 2023 UPWP BUDGET

Figure 3 - FY 2023 UPWP Budget

FIGURE 3 ARTS FY 2023 UPWP WORK ELEMENTS BY FUNDING SOURCE Revised 05/05/2022	AUGUSTA PLANNING & DEVELOPMENT DEPARTMENT							AIKEN COUNTY PLANNING & DEVELOPMENT		LOWER SAVANNAH COUNCIL OF GOVERNMENTS		NORTH AUGUSTA PLANNING & DEVELOPMENT		TOTAL
	FHWA	APDD	FHWA	ACPDD	FTA	SEC 5303	SEC 5303	FHWA	ACPDD	FTA	SEC 5303	FHWA	NAPDD	
	GA PL	MATCH	SC PL	MATCH	SEC 5303 FUNDS	GA STATE MATCH	APDD MATCH	SC PL	MATCH	SEC 5303 SC PL	LSCOG MATCH	SC PL	MATCH	
1.1 Program Coordination/Administration	\$52,000.00	\$13,000.00	\$6,000.00	\$1,500.00	\$-	\$-	\$-	\$45,000.00	\$11,250.00	\$-	\$-	\$-	\$-	\$128,750.00
1.2 Training/Employee Education	\$32,000.00	\$8,000.00	\$-	\$-	\$-	\$-	\$-	\$6,000.00	\$1,500.00	\$-	\$-	\$-	\$-	\$47,500.00
1.3 UPWP	\$18,400.00	\$4,600.00	\$800.00	\$200.00	\$-	\$-	\$-	\$2,000.00	\$500.00	\$-	\$-	\$-	\$-	\$26,500.00
Subtotal: Program Administration	\$102,400.00	\$25,600.00	\$6,800.00	\$1,700.00	\$-	\$-	\$-	\$53,000.00	\$13,250.00	\$-	\$-	\$-	\$-	\$202,750.00
2.1 Community Outreach / Education	\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$-	\$-	\$-	\$5,000.00	\$1,250.00	\$-	\$-	\$-	\$-	\$41,750.00
Subtotal: Public Involvement	\$26,400.00	\$6,600.00	\$2,000.00	\$500.00	\$-	\$-	\$-	\$5,000.00	\$1,250.00	\$-	\$-	\$-	\$-	\$41,750.00
3.1 Environmental Justice & Socioeconomic Data	\$16,000.00	\$4,000.00	\$1,200.00	\$300.00	\$-	\$-	\$-	\$2,400.00	\$600.00	\$-	\$-	\$-	\$-	\$24,500.00
3.2 Land Use Monitoring	\$14,400.00	\$3,600.00	\$-	\$-	\$-	\$-	\$-	\$5,200.00	\$1,300.00	\$-	\$-	\$-	\$-	\$24,500.00
3.3 Transportation Surveys, Models & Analysis	\$17,600.00	\$4,400.00	\$400.00	\$100.00	\$-	\$-	\$-	\$2,400.00	\$600.00	\$-	\$-	\$-	\$-	\$25,500.00
3.4 Environmental Justice / Title VI	\$16,000.00	\$4,000.00	\$-	\$-	\$-	\$-	\$-	\$2,400.00	\$600.00	\$-	\$-	\$-	\$-	\$23,000.00
3.5 GIS Development & Applications	\$28,000.00	\$7,000.00	\$-	\$-	\$-	\$-	\$-	\$40,000.00	\$10,000.00	\$-	\$-	\$-	\$-	\$85,000.00
Subtotal: Data Collection/ Analysis	\$92,000.00	\$23,000.00	\$1,600.00	\$400.00	\$-	\$-	\$-	\$52,400.00	\$13,100.00	\$-	\$-	\$-	\$-	\$182,500.00
4.1 Metropolitan Transportation Plan	\$14,400.00	\$3,600.00	\$800.00	\$200.00	\$-	\$-	\$-	\$4,800.00	\$1,200.00	\$-	\$-	\$-	\$-	\$25,000.00
4.2 Congestion Management	\$16,000.00	\$4,000.00	\$800.00	\$200.00	\$-	\$-	\$-	\$3,200.00	\$800.00	\$-	\$-	\$-	\$-	\$25,000.00
4.3 Intermodal Planning	\$44,358.82	\$11,089.70	\$400.00	\$100.00	\$-	\$-	\$-	\$3,200.00	\$800.00	\$-	\$-	\$-	\$-	\$59,948.52
4.4 Air Quality Issues	\$18,400.00	\$4,600.00	\$1,600.00	\$400.00	\$-	\$-	\$-	\$3,600.00	\$900.00	\$-	\$-	\$-	\$-	\$29,500.00
4.5 Bike and Pedestrian Plan Update	\$40,000.00	\$10,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$50,000.00
4.6 Complete Streets	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$0.00
Subtotal: Transportation System Planning	\$133,158.82	\$33,289.70	\$3,600.00	\$900.00	\$-	\$-	\$-	\$14,800.00	\$3,700.00	\$-	\$-	\$-	\$-	\$189,448.52
4.7.1 Georgia Avenue Traffic Calming and Pedestrian Access	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$40,000.00	\$10,000.00	\$50,000.00
4.7.2 North Augusta Unified Transportation Plan	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$80,000.00	\$20,000.00	\$100,000.00
4.7.3 Transportation Hub Accessibility and Land Travel Patterns	\$36,000.00	\$9,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$45,000.00
4.7.4 US1 Corridor Pedestrian Fatalities Analysis	\$36,000.00	\$9,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$45,000.00
4.7.5 Bettis Academy Road Feasibility Study	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$160,000.00	\$40,000.00	\$-	\$-	\$-	\$-	\$200,000.00
4.7.6 Whiskey Road Feasibility Study	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$40,000.00	\$10,000.00	\$-	\$-	\$-	\$-	\$50,000.00
4.7.7 Aiken County Urbanized Area Bicycle Pedestrian Plan Update	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$160,000.00	\$40,000.00	\$-	\$-	\$-	\$-	\$200,000.00
4.7.8 Five Notch Corridor Study	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$80,000.00	\$20,000.00	\$100,000.00
4.7.9 US 278/5th Street Intersection and Gateway Study	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$40,000.00	\$10,000.00	\$50,000.00
4.7.10 US 278/Martintown Road/Buena Vista Boulevard Study	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$40,000.00	\$40,000.00	\$80,000.00
4.7.11 SC 118 Intersection Analysis	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$80,000.00	\$20,000.00	\$-	\$-	\$-	\$-	\$100,000.00
Subtotal: Special Transportation Studies	\$72,000.00	\$18,000.00	\$0.00	\$0.00	\$-	\$-	\$-	\$440,000.00	\$110,000.00	\$-	\$-	\$280,000.00	\$100,000.00	\$1,020,000.00
5.1 Program Support and Administration	\$-	\$-	\$-	\$-	\$33,089.00	\$4,136.13	\$4,136.13	\$-	\$-	\$26,040.00	\$6,510.00	\$-	\$-	\$73,911.25
5.2 Long-Range Transportation Planning	\$-	\$-	\$-	\$-	\$48,800.00	\$6,100.00	\$6,100.00	\$-	\$-	\$2,000.00	\$500.00	\$-	\$-	\$63,500.00
5.3 Short -Range Transportation Planning	\$-	\$-	\$-	\$-	\$36,000.00	\$4,500.00	\$4,500.00	\$-	\$-	\$15,960.00	\$3,990.00	\$-	\$-	\$64,950.00
5.4 Transportation Improvement Program	\$-	\$-	\$-	\$-	\$33,600.00	\$4,200.00	\$4,200.00	\$-	\$-	\$4,000.00	\$1,000.00	\$-	\$-	\$47,000.00
Subtotal: Public Transit/Paratransit	\$-	\$-	\$-	\$-	\$151,489.00	\$18,936.13	\$18,936.13	\$-	\$-	\$48,000.00	\$12,000.00	\$-	\$-	\$249,361.25
6.1 Performance Based Planning	\$20,000.00	\$5,000.00	\$-	\$-	\$-	\$-	\$-	\$9,600.00	\$2,400.00	\$-	\$-	\$-	\$-	\$37,000.00
Subtotal: Performance Based Planning	\$20,000.00	\$5,000.00	\$-	\$-	\$-	\$-	\$-	\$9,600.00	\$2,400.00	\$-	\$-	\$-	\$-	\$37,000.00
7.1 Transportation Improvement Program	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$-	\$-	\$-	\$5,200.00	\$1,300.00	\$-	\$-	\$-	\$-	\$28,500.00
Subtotal: Transportation Improvement Program	\$16,000.00	\$4,000.00	\$1,600.00	\$400.00	\$-	\$-	\$-	\$5,200.00	\$1,300.00	\$-	\$-	\$-	\$-	\$28,500.00
SUBTOTAL: FY 2023 MPO PL & Local Match	\$461,958.82	\$115,489.70	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$580,000.00	\$145,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$1,951,309.77
4.3 GAMPO 2022 Freight Plan Update (Pending Gampo Approval)	\$240,000.00	\$60,000.00												\$300,000.00
4.5 GAMPO PL 0018099-PLN 2022 Bike and Pedestrian Plan	\$240,000.00	\$60,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$300,000.00
4.6 Y410 FUNDING - Complete Streets Funding (Pending Supplemental Agreement)	\$11,459.55	\$2,864.89												\$14,324.44
SUBTOTAL: FY 2023 GAMPO PL & Local Match	\$491,459.55	\$122,864.89	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$-	\$614,324.44
GRAND TOTAL: FY 2023 MPO PL & Local Match w/ FY 2023 GAMPO PL & Local Match	\$953,418.37	\$238,354.59	\$15,600.00	\$3,900.00	\$151,489.00	\$18,936.13	\$18,936.13	\$580,000.00	\$145,000.00	\$48,000.00	\$12,000.00	\$280,000.00	\$100,000.00	\$2,565,634.21

EXHIBIT F
Schedule - Fiscal Year 2023

ARTS Regional Freight Plan Update																			
Task Name	2022			2023												2024			
	Oct.	Nov.	Dec.	Jan.	Feb.	March	Apr.	May	June	July	Aug	Sept	Oct	Nov	Dec.	Jan.	Feb.	March	Apr.
Task 0 – Project Management	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲	▲					
Task 1 – Project Initiation																			
Task 2 – Existing Conditions Inventory and Profiles Analysis																			
Task 3 – Stakeholder Involvement / Freight Advisory Committee		●				●				●				●					
Task 4 – Freight Project Identification																			
Task 5 – Freight Project Evaluation / Project Feasibility																			
Task 6 – Draft and Final Freight Report																			
LEGEND: ● = Stakeholder Involvement / Freight Advisory Committee ; ▲ = Consultant & MPO Staff Meeting																			

APPENDIX A

**NOTICE OF CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B**CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS**

The **AUGUSTA REGIONAL TRANSPORTATION STUDY**, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE AUGUSTA REGIONAL TRANSPORTATION STUDY CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

DocuSigned by:

 CDF3182FE55B424...
 Director

11/30/2022

Date

APPENDIX C
CERTIFICATION OF CONSULTANT
DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of AUGUSTA REGIONAL TRANSPORTATION STUDY, whose address is 535 TELFAIR STREET, SUITE 300, AUGUSTA, GA 30901 and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

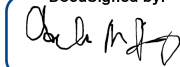
"As part of the subcontracting agreement with the AUGUSTA REGIONAL TRANSPORTATION STUDY certifies that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

11/30/2022

Date

DocuSigned by:



CDF3182FE55B424...

Director

APPENDIX D - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: AUGUSTA REGIONAL TRANSPORTATION STUDY

Contract No. and Name: PL 0019245-PLN (IGDPL2301049)

ARTS Freight Study FY23

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

46923

E-Verify Company Identification Number

07/09/2007

Date of Authorization

Augusta Regional Transportation Study

Name of Contractor

DocuSigned by:

Hardie Davis, Jr. seal

D8322ABFB715481...

Signature of Authorized Officer or Agent

Hardie Davis, Jr. seal

Printed Name of Authorized Officer or Agent

Mayor

Title of Authorized Officer or Agent

11/30/2022

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

7

day of December, 2022

DocuSigned by:



Notary Public

[NOTARY SEAL]

My Commission Expires on: 2-7-2023

July 31, 2023

Nancy Williams
Augusta Regional Transportation Study MPO
535 Telfair Street
Augusta, Georgia 30901

Dear Ms. Williams:

On behalf of the Metro Analytics team, we are presenting a revised budget for your approval. This revised offer and accompanying Exhibit B is more aligned with the scope and present our updated budget to match the budget provided by ARTS. Exhibit B addresses our reasoning for the proposed changes to personnel hours based on the available fee. Please let us know if you have any questions or concerns. As noted in Exhibit B, key highlights of the changes include:

- The project initiation task has been eliminated and rolled up into the Project Management and Stakeholder Involvement Tasks.
- The proposed allocation protects the original budgets for core elements of the Plan, such as Tasks 2, 4, and 5.

EXHIBIT A-1
Budget Estimate*

Task	Description	Personnel Hours	Total
1	Project Management/Initiation	160	\$22,678.44
2	Existing Conditions Inventory and Profile Analysis	348	\$50,792.80
3	Stakeholder Involvement/FAC	376	\$71,194.24
4	Freight Project Identification	344	\$51,060.64
5	Freight Project Evaluation	308	\$40,649.60
6	Draft and Final Freight Report	180	\$27,573.60
Grand Total (Labor+Directs)			\$263,958.32
Direct Expenses (Not Included in Overhead):			\$5,000.00
Grand Total			\$268,958.32

Very Respectfully,



Vincent Matheney
Warrant Officer

Exhibit B: Revised Budget Worksheet

Task	Original Hours	Arts Revised Hours	MA Revised Hours	Original Budget	Arts Revised Budget	MA Revised Budget	Change Description
Task 1: Project Management	128	128	160	\$16,617.04	\$18,000.00	\$22,687.44	We have consolidated Tasks 1 and 2 and moved activities related to the FAC to Task 4.
Task 2: Project Initiation (CONSOLIDATED)	144	144		\$26,847.44	\$28,000.00	-	The project management plan was moved to Task 1 and the committee-related activities have been allocated to Task 4.
Task 2: Existing Conditions Inventory and Profile Analysis	348	348	348	\$50,792.80	\$41,000.00	\$50,792.80	We would like to protect this budget, as it is at the core of the freight plan and requires data collection from two states.
Task 3: Stakeholder Involvement/FAC	392	392	376	\$72,427.76	\$63,000.00	\$71,194.24	The Stakeholder Outreach and Engagement Plan will be developed as part of this task. Staff for committee meetings was reduced.
Task 4: Freight Project Identification	344	344	344	\$51,060.64	\$47,500.00	\$51,060.64	We would like to protect this budget as it is at the core of the freight plan. No changes proposed.
Task 5: Freight Project Evaluation	308	308	308	\$40,649.60	\$33,000.00	\$40,649.60	We would like to protect this budget as it is at the core of the freight plan. No changes proposed.
Task 6: Draft and Final Freight Report	244	244	180	\$35,031.20	\$32,000.00	\$27,573.60	Our original proposal included providing an ArcGIS StoryMap version of the Final Report. Our new budget removes that to conserve labor hours.
Direct Expenses				\$6,500.00	\$6,500.00	\$5,000.00	To reduce our direct expenses, we will have no more than 2 staff members present at in-person outreach activities and proposes an electronic submittal of the Plan.
Total	1908	1908	1716	\$299,926.48	\$269,000.00	\$268,958.32	



Public Services Committee

August 29, 2023

Discuss the development of a Food Truck Ordinance

Department:	N/A
Presenter:	N/A
Caption:	Discuss the development of a food truck ordinance in downtown Augusta that is far to everyone. (Referred from the August 15, 2023 Commission Meeting)
Background:	N/A
Analysis:	N/A
Financial Impact:	N/A
Alternatives:	N/A
Recommendation:	N/A
Funds are available in the following accounts:	N/A
<u>REVIEWED AND APPROVED BY:</u>	N/A



COMMISSION MEETING MINUTES

Commission Chamber

Tuesday, August 15, 2023

2:00 PM

PRESENT

Mayor Garnett Johnson
 Commissioner Brandon Garrett
 Commissioner Jordan Johnson
 Commissioner Bobby Williams
 Commissioner Alvin Mason
 Commissioner Sean Frantom
 Commissioner Francine Scott
 Commissioner Catherine Smith-McKnight (participates by telephone)
 Commissioner Stacy Pulliam
 Commissioner Tony Lewis
 Commissioner Wayne Guilfoyle

INVOCATION

Reverend Marc Trimm, Senior Pastor. Church of Our Redeemer Metropolitan Community Church

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

RECOGNITION(S)

A. Congratulations! 2023 July Years of Service (YOS) 25-50 year recipients.

Presentations are made to the July Years of Service recipients.

**B. Presentation of Proclamation to Raven Allen relative to her attending the Special Olympics.
 (Requested by Mayor Garnett Johnson)**

Presentation is made to Ms. Raven Allen.

DELEGATION(S)

C. Ms. Lyn Cobbett regarding her state of homelessness and disability.

Ms. Cobbett did not appear before the Commission.

D. Mr. R. John Ennis regarding Food Truck in Downtown Augusta.

Presentation is made by Mr. Ennis; it was the consensus of the Commission without any objections that the matter of the development of a food truck ordinance that is fair to everyone be discussed at the next committee meeting.