Draft Council Agenda
September 21, 2020
Council's Chamber
5:30 p m

Mayor Officially Opens Meeting

Opening Prayer Led by – **Councilman Curtis**

Pledge of Allegiance by – **Councilman Lauritsen**

Mayor Calls Meeting to Order
Adoption of the Agenda: Motion –
Second –

Proclamations/Awards/Presentations:

1. Approval of Minutes from Regular Meeting of September 08, 2020 – Bibb
2. Purchasing Bids – Holmes
3. Ordinance – Deannexation 1001 and 1003 Leverette Rd (2nd reading) – Lashley
4. Resolution – Governor's Office of Highway Safety Grant – Lee
5. Resolution – MSI Benefits Group – Curtis
6. Resolution – FY 2021 GDOT Transportation Planning Grant – Lauritsen
7. Resolution – Employee Promotions – Bibb
8. Ordinance – 2020 Millage rate (1st reading) – Holmes
9. Ordinance – City of Warner Robins Classification Plan – Lashley
10. Ordinance – Development Authority of Warner Robins – Lee

Council Comments
Mayor's Comments
Adjourn

The City of Warner Robins is endeavoring to be in total compliance with the Americans with Disabilities Act. If you require assistance or auxiliary aids in order to participate at the council meeting please contact the ADA Coordinator, Sherri Windham, at (478) 302-5518 or swindham@wrga.gov as far in advance of the council meeting as possible. Persons with hearing disabilities can contact the City through the Georgia Relay Service, at (TDD) 1-800-255-0056 or (Voice) 1-800-255-0135.

Draft Council Agenda
September 21, 2020
Council's Chamber
5:30 p m

Formal Public Comment – Speaker Protocol

The City of Warner Robins has identified this portion of the meeting to allow individuals an opportunity to formally address specific item(s) on the agenda for this meeting. The Mayor will recognize the speaker at the appropriate time and ask him/her to come forward to the podium. The City Council members may ask the speaker questions and/or engage in dialogue if they choose, but the speaker should not have an expectation that a question and answer format will occur. During this public comment section, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

Informal Public Comment – City Council Agenda Protocol

The City of Warner Robins believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment may do so during the Informal Public Comment period of the meeting. These rules will govern; if silent, most recent edition of Robert's Rules of Order shall apply. Elected officials shall preserve order and decorum. City officials or employees shall not respond to questions posed during a meeting. Citizens shall conduct themselves with propriety and decorum. Unauthorized remarks from the audience, stamping of the feet, whistles, yells, and similar demonstrations shall not be permitted. Placards, banners, signs, pamphlets, flyers, or political materials shall not be permitted in the council chambers or conference room, general comments will be received. Persons are urged to limit comments to topics relevant to the operations or business of the City. During the public comment sections of a council meeting, persons shall be permitted to speak for three (3) minutes. When that time period has expired, the mayor shall direct the person speaking to cease. A second request from the mayor to cease speaking shall be cause for the removal of the speaker. Any person making personal, impertinent, profane, or slanderous remarks, or who becomes boisterous while addressing the city council or who otherwise violates any of the above-mentioned rules while attending a council meeting shall be removed from the room at the direction of the mayor, and the person shall be barred from further audience before the council during that meeting. If the mayor fails to act, any member of the council may move to require the mayor to act. If so directed by the mayor or an affirmative vote of the majority of the council, the offending person shall be removed.

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Draft Council Agenda
September 21, 2020
Council's Chamber
5:30 p m

Placement on the Agenda

Warner Robins requires that any person who wishes to place a subject on the agenda shall advise the City Clerk's Office and the specified subject matter which he or she desires to place on the agenda no later than 5:00 p.m. on the Wednesday prior to the council meeting. Every member of the public will be given an opportunity to be placed on the agenda once every six (6) months. The request can be done in person, regular mail, fax or e-mail. The request should state the name of the individual(s) desiring to be heard and the subject matter to be presented to City Council. Requests may be referred at the discretion of the City Clerk, to appropriate staff for mediation prior to being placed on the public agenda. Please be advised the request to be placed on the agenda does not entitle the speaker to be added to the agenda.

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Action Item #1

City of Warner Robins
City Council Meeting
Minutes

Tuesday, September 08, 2020 **5:00 PM** **Teleconference (Zoom)**

Regular Meeting of Warner Robins Mayor and City Council

Meeting conducted via teleconference*, due to the State of Emergency issued by Governor Brain Kemp on March 13, 2020 concerning the Coronavirus disease (COVID-19). O.C.G.A. §50-14-1(g) allows cities to conduct a meeting via teleconference, without a requirement of having a quorum present in person, when "necessitated by emergency conditions,".

Presiding: Mayor Pro-Tem Holmes opened meeting with Mayor Randy Toms joining at action item #1

City Officials Present:

*Councilman Daron Lee
*Councilman Charlie Bibb
*Councilman Keith Lauritsen
*Councilman Kevin Lashley
*Councilman Clifford Holmes
*Councilman Larry Curtis

Opening Prayer: Councilman Lauritsen

Pledge of Allegiance: Councilman Bibb

Call to Order: 5:02 p.m.

Adoption of the Agenda: Councilman Lauritsen moved to adopt the agenda with removal of item #6 on the purchasing bid sheet and agenda item #9. Councilman Curtis seconded the motion. Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for adoption of the agenda.

ACTION ITEMS:

Action Item 1	Presentation of Minutes from Regular Scheduled Meeting of August 17, 2020
The minutes of the regular meeting of August 17, 2020 were presented for approval.	
Motion:	Councilman Holmes moved for the approval of the minutes for regular meeting of Monday, August 17, 2020
Second:	Councilman Lashley
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 2	Presentation of Minutes from Special Called Meeting of August 20, 2020.
The minutes of the special called meeting of August 20, 2020 were presented for approval.	
Motion:	Councilman Lashley moved to for the approval of the minutes for the special called meeting of Monday, August 20, 2020.
Second:	Councilman Holmes
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 3	Purchasing Coversheet
Purchasing Bid List items, attached hereto, were presented for approval.	
Motion:	Councilman Lee presented Items one thru sixteen with the removal of item #6, with Councilman Curtis reading items seventeen thru twenty. Councilman Lee moved for the approval of the Purchasing Coversheet. Items one through twenty (with six being removed).
Second:	Councilman Lauritsen
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 4	Resolution – Pennrose Phase II
A resolution of Mayor and Council Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms to execute a Certificate of the City for use in the closing of Phase II of Gateway Pointe, also known as Pennrose Properties, LLC.	
Motion:	Councilman Curtis moved for the approval of this Resolution.
Second:	Councilman Holmes
Outcome:	Councilmen Lee Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 5	Ordinance #27-20 – Deannexation of 1001 and 1003 Leverette Rd. (FIRST READING)
Ordinance #27-20 of the Mayor and Council of the City of Warner Robins, Georgia amending Ordinance #28-12, to delete the following properties from the annexation under said ordinance: • 1001 Leverette Rd. • 1003 Leverette Rd.	
Motion:	Councilman Lauritsen presented Ordinance #27-20 for approval.
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 6	Resolution – Employee Promotions
The following employee was recommended for promotion by their respective department. • Jason Scance, promoted from UT Maint Worker II (Sewer), Job Class #926, Grade 9, Utility Department, to UT Maint Worker III (Water), Job Class #921, Grade 11, Utility Department, to be effective September 7, 2020.	
Motion:	Councilman Bibb moved for approval of this resolution.
Second:	Councilman Lashley
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item 7	**Rezoning Petition** – Rezoning Happel Construction Co./ tracts B-1 & B-5, also known as tax parcel [0W1060 021000], totaling 31.6 acres
Happel Construction Co./ tracts B-1 & B-5, also known as tax parcel [0W1060 021000], totaling 31.6 acres, located in the Southeastern quadrant of Feagin Mill Road and S Houston Lake Road, having frontage on Feagin Mill Road, S Houston Lake Road, and Lochlyn Place, from the zoning of C-2[General Commercial District] to the zoning of R-4[Multi-Family Residential District]	
Motion:	Councilman Holmes motioned for the approval of the rezoning.
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

Action Item #1

Action Item 8	**Rezoning Petition –** Rezoning Petition – Freda C. Wallentine, Carol C. Willis, Mary L. Carter, Barbara Carter / 470 S Houston Lake Road totaling 1.94 acres
Freda C. Wallentine, Carol C. Willis, Mary L. Carter, Barbara Carter requests the rezoning of a portion of property located at 470 S Houston Lake Road totaling 1.94 acres from the zoning of C-1[Neighborhood Commercial District] to the zoning of C-2[General Commercial District]. Planning and Zoning approved this request (passed with two yes votes and one no vote) and was its recommendation was forwarded to Mayor and Council of the City of Warner Robins for final approval.	
Motion:	Councilman Lashley motioned for the approval of the rezoning.
Second:	Councilman Bibb
Outcome:	Councilmen Lee, Bibb, Lauritsen, Lashley, Holmes and Curtis voted for approval.

~~Action Item 9~~	~~Resolution – Georgia Fund I~~
Motion:	
Second:	
Outcome:	

Action Item 10	**Discussion – RDA/DAWR Appointments**
Councilman Curtis discussed appointing Tamarco Head to the RDA and Richard Weldon to the DAWR. There was also discussion about council appointments by post/district. Further discussion was had regarding terms of appointments.	
Motion:	N/A
Second:	N/A
Outcome:	N/A

Action Item #1

Action Item 11	Resolution – DAWR Appointments

A resolution of Mayor and Council of the City of Warner Robins, acting pursuant to O.C.G.A. § 36-62-4, appoint the following two (2) individuals to the Board of Directors of the Development Authority of the City of Warner Robins:

Name	Effective Date of Appointment	Term to Expire
Mark Scarborough	September 8, 2020	July 21, 2024
Lauren Shultz	September 8, 2020	July 21, 2024

Motion:	Councilman Lashley moved for approval of this resolution.
Second:	Councilman Bibb
Outcome:	Councilmen Bibb, Lauritsen and Lashley voted for approval. Councilman Lee and Curtis voted in opposition. Councilman Holmes abstained from voting.

Action Item 10	Discussion – Aircraft at the Watson Blvd. exit on I-75

The CVB board chair presented a letter to Mayor and Council regarding the upkeep of the land/grass at and around the aircraft located at the Watson Blvd exit on I-75. Councilman Lauritsen will address this issue with KWRB at the next meeting to see if this is a project, they can take on. (Possibly as adopt a road).

Motion:	N/A
Second:	N/A
Outcome:	N/A

Adjournment: 6:22 p.m.

Next Regular Council Meeting: Monday, September 21, 2020

Mandy Stella
City Clerk

Action Item #3

No. 27-20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, AMENDING A PREVIOUSLY-ADOPTED ORDINANCE OF THE CITY, AND FOR OTHER PURPOSES.

WHEREAS, on August 20, 2012, the Mayor and Council adopted ordinance no. 28-12, annexing into the corporate limits of the City certain properties receiving City utilities and subject to a restrictive covenant requiring annexation; and

WHEREAS, inadvertently contained in said ordinance were two (2) properties in Godfrey subdivision that are not connected to City utilities.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins, Georgia, that ordinance no. 28-12 be amended to delete the following properties from annexation under said ordinance:

- 1001 Leverette Road
- 1003 Leverette Road

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

This ordinance was first read on September 8, 2020, and the provisions thereof shall become effective upon adoption this ____ day of September, 2020.

CITY OF WARNER ROBINS, GEORGIA

By:_____
Randy Toms, Mayor

Attest:

_____

Mandy Stella, City Clerk

CITY OF WARNER ROBINS

GEORGIA'S INTERNATIONAL CITY - CHARTERED 1943
"A CITY OF CHARACTER"

MAYOR
Randy Toms

MEMBERS OF COUNCIL

Post 1
Daron Lee
Post 2
Charlie Bibb
Post 3
Keith Lauritsen
Post 4
Kevin Lashley
Post 5
Clifford Holmes, Jr.
Post 6
Larry Curtis, Jr.

INTERIM CITY CLERK
Kim Demoonie

CITY ATTORNEY
Fred Graham

OF COUNSEL
James E. Elliott, Jr.

March 24, 2020

Donna Dee Gena
365 N E 28th Ter.
Boca Raton, FL 33431

REFERENCE: **1001 Leverette Rd.**
Warner Robins, GA 31088

Dear Mrs. Gena:

This is to advise that at the present time the City of Warner Robins does not service the above referenced location with public sanitary sewage. This area is not on our Sewer system.

If we can be of further assistance please feel free to contact our office at 302-5439.

Sincerely,

City of Warner Robins

Victor P. Savage PLS
Utility Engineering Department

700 WATSON BLVD • P.O. Box 8629 • WARNER ROBINS, GEORGIA 31095

(478) 293-1000 ♦ FAX (478) 929-1124 ♦ www.wrga.gov

Action Item #3

Doc ID: 016062390002 Type: GLR
Recorded: 06/19/2020 at 05:00:00 PM
Fee Amt: $175.00 Page 1 of 2
Transfer Tax: $150.00
Houston, Ga. Clerk Superior Court
Carolyn V. Sullivan Clerk
BK 8645 PG 124-125

Return to: The Cooper Law Firm, LLC, 122 Byrd Way, Suite One, Warner Robins, GA 31088

LIMITED WARRANTY DEED

STATE OF GEORGIA
COUNTY OF HOUSTON

This Indenture made this **16th** day of **June, 2020** between **Gerald Monroe Gena, Jr.**, as party or parties of the first part, hereinafter called Grantor, and **Galaxy 99 LLC,** as party or parties of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

W I T N E S S E T H that: Grantor, for and in consideration of the sum of **TEN AND 00/100'S ($10.00) Dollars** and other good and valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee,

All that tract or parcel of land situate, lying and being in Land Lot 141 of the Fifth (5th) Land District of Houston County, Georgia, being known and designated as Lot 12, Addition No. 1, Godfrey Subdivision, according to a plat of said subdivision prepared by Theodore W. Waddle of record in plat book 4, Page 263, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are by this reference thereto incorporated herein and made a part hereof for all purposes.

This conveyance and the warranties hereinafter contained are made subject to any and all restrictions, easements, covenants and rights-of-ways affecting said described property as shown on the above referenced plat of survey and as recorded in public records.

This conveyance is made subject to all matters set forth on Exhibit "A"

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of the said Grantee forever in **FEE SIMPLE,** subject, however, to all matters set forth in Exhibit "A".

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Notary Public
(My commission expires) Aug. 21, 2022
(Notary Public Seal Affixed)

KRYSTAL WARD
Notary Public, Georgia
Houston County
My Commission Expires
August 21, 2022

Gerald Monroe Gena, Jr. **(Seal)**

Exhibit "A"

Permitted Encumbrances

1. The lien of taxes and assessments for the current year and subsequent years;

2. Matters that would be shown by an accurate survey and inspection of the property;

3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable on the plat of survey of Godfrey Subdivision, according to a plat of said subdivision prepared by Theodore W. Waddle of record in plat book 4, Page 263, Clerk's Office, Houston Superior Court.

4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist);

5. General utility, sewer, and drainage easements of record and upon which the improvements do not encroach;

6. Leases and other encumbrances of record;

7. All roads and legal highways;

8. Rights of parties in possession (if any); and

9. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the property.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF HOUSTON COUNTY CONSENTING TO THE DE-ANNEXATION OF PROPERTY

WHEREAS, O.C.G.A. § 36-36-22 provides a procedure for de-annexation of land from the corporate limits of a municipality; and

WHEREAS, O.C.G.A. § 36-36-22 requires a resolution of consent to such de-annexation by the county governing authority; and

WHEREAS, the owners of 1001 and 1003 Leverett Road, currently located within the city limits of Warner Robins, Georgia, have requested that Houston County consent to the de-annexation of said property because Warner Robins does not provide sanitary sewer service in that area; and

WHEREAS, the property is designated by the Houston County Tax Assessors as being Parcel ID Numbers 0W0810 0300000 containing 0.32 acres and 0W0810 029000 containing 0.52 acres, more particularly described as follows:

> All that tract or parcel of land, situate lying and being in Land Lot 141 of the Fifth 5th Land District of Houston County, Georgia, being known and designated as Lots 11 and 12, Addition No. 1, Godfrey Subdivision, according to a plat of said subdivision prepared by Theodore W. Waddle of record in plat book 4, Page 263, Clerk's Office, Houston Superior Court. Said plat and the recorded copy thereof are by this reference thereto incorporated herein and made a part hereof for all purposes.

NOW, THEREFORE, BE IT RESOLVED by the Houston County Board of Commissioners, Georgia as follows:

Houston County hereby consents to the request for de-annexation of the property described above.

[Signatures to Follow on Next Page]

This 21st day of July, 2020.

BOARD OF COMMISSIONERS
OF HOUSTON COUNTY

Tommy Stalnaker
Chairman

Larry Throne
Commissioner

Commissioner

Hail Robinson
Commissioner

Commissioner

Copy Certification by Document Custodian

I, Barry Holland, hereby declare that the attached reproduction of Resolution of the Board of Commissioners of Houston County Consenting to the De-Annexation of Property documents are a true, correct, and complete copy of the original documents.

_____ Date: July 22, 2020
Signature of Affiant

State of Georgia
County of Houston

Signed and sworn to (or affirmed) before me on July 22, 2020
by Barry Holland,

who proved to me on the basis of satisfactory evidence to be the person
who appeared before me.

X Personally Known
or
_____ Produced Identification
Type of ID _____

_____
Signature of Notary Public

Stamp/Seal

Dawn Ramirez Wilkins
(Name of notary, typed, stamped or printed)
Notary Public State of Georgia

My Commissioner Expires: November 30, 2023

DAWN RAMIREZ WILKINS
MY COMMISSION EXPIRES
NOVEMBER
30
2023
HOUSTON COUNTY, GA
NOTARY PUBLIC

GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

HOME (/)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	**GALAXY 99 LLC**	Control Number:	**18148896**
Business Type:	**Domestic Limited Liability Company**	Business Status:	**Active/Compliance**
NAICS Code:	**Real Estate and Rental and Leasing**	NAICS Sub Code:	**Nonresidential Property Managers**
Principal Office Address:	**500 ESTATES WAY, WARNER ROBINS, GA, 31088, USA**	Date of Formation / Registration Date:	**12/17/2018**
State of Formation:	**Georgia**	Last Annual Registration Year:	**2020**

REGISTERED AGENT INFORMATION

Registered Agent Name: **KANU L DODIYA**

Physical Address: **500 ESTATES WAY, WARNER ROBINS, GA, 31088, USA**

County: **Houston**

Back

Filing History Name History

Return to Business Search

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CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the City of Warner Robins Police Department has applied for and has received a grant award through the Georgia Governor's Office of Highway Safety (GOHS), and;

WHEREAS, the City of Warner Robins Police Department will use the grant award in the amount of $22,790 to purchase supplies, equipment and to send officers to the GOHS Highway Safety Conference. The supplies and equipment to be purchased will be used to assist the department in determining speed related issues in the city and to conduct highly visible and highly publicized traffic enforcement strategies in order to reduce traffic crashes, injuries, and fatalities in Warner Robins in accordance with the purposes outlined in the grant application, and;

WHEREAS the Grant Award Number GA-2021-F.A.S.T. 402 PAT-043 sets forth the conditions necessary for proper administration and fiscal management of these awarded funds,

NOW THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins hereby authorize Mayor Randy Toms to execute this Grant Award agreement.

This 21st day of September 2020.

CITY OF WARNER ROBINS

By: _____
Randy Toms, Mayor

Attest:

_____
Mandy Stella, City Clerk

Action Item #5

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the Insurance Committee recommends the City enter into an agreement with MSI Benefits Group, Inc. for benefits management consulting services; and

WHEREAS, the Mayor and Council deem such recommendation to be beneficial.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Warner Robins authorize Mayor Randy Toms and City Clerk Mandy Stella to execute an agreement with MSI Benefits Group, Inc. for a period of one year from signing of such agreement.

This _____ day of September, 2020.

CITY OF WARNER ROBINS

BY: _____
Randy Toms, Mayor

ATTEST

_____
Mandy Stella, City Clerk

STATE OF GEORGIA
CITY OF WARNER ROBINS

RESOLUTION

WHEREAS, the Secretary of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for transportation planning projects; and

WHEREAS, the contract for financial assistance imposes certain obligations upon the applicants, including the provision by it of the twenty percent local share of project costs; and

WHEREAS, federal highway planning funds for $77,300.00 are available from the Federal Highway Administration for the period of July 1, 2020 through June 30, 2021 to assist local governments in conducting transportation planning.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins, acting in their capacity as the designated Metropolitan Planning Organization (MPO), that they do hereby:

(1) Approve matching funds in the amount of $19,325.00, of which 55.40% will be reimbursed by other local government participants; and

(2) Authorize Mayor Randy Toms to furnish all relevant information and execute necessary documents for the administering of this project on behalf of the City.

BE IT FURTHER RESOLVED, that Randy Toms, Mayor of the City of Warner Robins, is duly authorized to execute this Resolution for himself and on behalf of the Council.

This _____ day of _____, 2020.

CITY OF WARNER ROBINS, GEORGIA

BY:_____
RANDY TOMS, MAYOR

ATTEST:

_____
MANDY STELLA, CITY CLERK

Action Item #6

METROPOLITAN TRANSPORTATION
PLANNING SERVICES CONTRACT

CITY OF WARNER ROBINS

FHWA METROPOLITAN PLANNING PROGRAM

PLANNING (PL) FUNDS
FISCAL YEAR (FY) 2021

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205
FEDERAL-AID PARTICIPATING PROJECT
PI Number 0017165-PLN
Enter Contract ID # TBD

Federal Share 80%	**$77,300.00**
Local Match Share 20%	**$19,325.00**
Total Contract Cost	**$96,625.00**

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

CITY OF WARNER ROBINS

THIS AGREEMENT is made and entered into this _____day of _____ , 20___, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of Warner Robins, 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 2021, which describes its transportation planning priorities for Fiscal Year 2021 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 2021"** (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**, entitled "Work Program, Fiscal Year 2021", 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 2021".**

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 2021".**

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, 2020. The work outlined therein shall be completed no later than June 30, 2021. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, 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, Federal Fiscal Year 2021**", attached hereto and incorporated herein by reference, is Ninety-Six Thousand Six Hundred and Twenty-Five Dollars and Zero Cents ($96,625.00). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is eighty percent (80%) of total cost, which represents the Federal Share of the cost of the PROJECT up to Seventy-Seven Thousand Three Hundred Dollars and Zero Cents ($77,300.00). However, if the sum 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 $77,300.00. 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 Nineteen Thousand Three Hundred and Twenty-Five Dollars and Zero Cents ($19,325.00). However, if the sum 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 ($19,325.00). 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 sum 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 $19,325.00 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, Federal Fiscal Year 2021**", "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 2021"**, and **Exhibit E, "Budget Estimate, Federal Fiscal Year 2021"**, 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, Federal Fiscal Year 2021"**, 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, Federal**

Fiscal Year 2021", 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 60% 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 60% 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 final payment for indirect costs by 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 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 may be executed between the parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with 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 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 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 in direct 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 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.

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.: Aggregate Limit $2,000,000.00
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.

STATE OF GEORGIA
CITY OF WARNER ROBINS

RESOLUTION

WHEREAS, the Secretary of Transportation and the Commissioner of the Georgia Department of Transportation are authorized to make grants for transportation planning projects; and

WHEREAS, the contract for financial assistance imposes certain obligations upon the applicants, including the provision by it of the twenty percent local share of project costs; and

WHEREAS, federal highway planning funds for $77,300.00 are available from the Federal Highway Administration for the period of July 1, 2020 through June 30, 2021 to assist local governments in conducting transportation planning.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Warner Robins, acting in their capacity as the designated Metropolitan Planning Organization (MPO), that they do hereby:

(1) Approve matching funds in the amount of $19,325.00, of which 55.40% will be reimbursed by other local government participants; and

(2) Authorize Mayor Randy Toms to furnish all relevant information and execute necessary documents for the administering of this project on behalf of the City.

BE IT FURTHER RESOLVED, that Randy Toms, Mayor of the City of Warner Robins, is duly authorized to execute this Resolution for himself and on behalf of the Council.

This _____ day of _____ , 2020.

CITY OF WARNER ROBINS, GEORGIA

BY:_____
RANDY TOMS, MAYOR

ATTEST:

_____
MANDY STELLA, CITY CLERK

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

_____
Commissioner

ATTEST:

_____
Treasurer

CITY OF WARNER ROBINS

_____
Randy Toms, Mayor

IN THE PRESENCE OF:

_____
Witness

Signed, Sealed and Delivered

This ____ day of _____, _____
in the presence of:

_____
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:

_____

58-6000693
Federal Employee Tax No.

APPROVED AS TO FORM
CITY ATTORNEY

EXHIBIT A
CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **City of Warner Robins**, whose address is **700 Watson Blvd, Warner Robins, GA 31093**, 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 participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ (Date)

_____ Randy Toms, Mayor

_____ Type or Print Name

EXHIBIT B
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
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 **City of Warner Robins** 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 participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

_____ _____
(Date) Commissioner

EXHIBIT C

Federal Award Identification

Required Elements

Federal Award Identification:

1. Sub-recipient Name: City of Warner Robins
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 C.F.R. § 200.32): 073465494
3. Federal Award Identification Number: 0017165
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): July 15, 2020
5. Sub-award Period of Performance start and end date: July 1, 2020 to June 30, 2021
6. Amount of federal funds obligated by this action: $77,300.00
7. Total amount of the federal funds obligated to sub-recipient: $77,300.00
8. Total Amount of the federal award: $77,300.00
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): Metropolitan Transportation Planning Services Contract for City of Warner Robins – Warner Robins Area Transportation Study – FY 2021
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass-through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100, Atlanta, GA 30303
11. CFDA Number and Name: 20.205, Highway Planning and Construction (Federal-Aid Highway Program)
12. Is this a Research and Development Project? NO
13. Indirect cost rate if used (2C.F.R. § 200.414): 60%

EXHIBIT D

WORK PROGRAM

FISCAL YEAR 2021

TASK 1: ADMINISTRATION
Sub-Element 1.1: Program Coordination

➢ **OBJECTIVE**	To provide the interface between the transportation planning process and the general community
➢ **PREVIOUS WORK**	-Reviewed MOA with MATS -Updated WRATS information on MPO website
➢ **UPCOMING ACTIVITIES FOR 2021**	-Provide transportation-related data and services to planning units, local government agencies, and the general public -Meet/communicate with FHWA, GDOT, and other Georgia MPOs to satisfy transportation performance management requirements -Continue to engage local jurisdictions and stakeholders on development of public transit
➢ **PRODUCT**	Ongoing coordination with public and transportation agencies

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	16,000
STATE-PL	0
LOCAL	4,000
TOTAL	$ 20,000

TASK 1: ADMINISTRATION
Sub-Element 1.2: Operations and Administration

➢ **OBJECTIVE**	To ensure that the core MPO functions are being carried out in accordance with 23 CFR 450 Subpart C, 23 CFR 420 Subpart A and USDOT/FHWA initiatives
➢ **PREVIOUS WORK**	-WRATS committees met in February/March, April/May, July/August, and October/November -UPWP was prepared and adopted and Performance and Expenditure Reports submitted to GDOT and FHWA -TIP was prepared and adopted
➢ **UPCOMING ACTIVITIES FOR 2021**	-Arrange TCC, CAC, and PC meetings and prepare minutes -Develop performance and expenditure reports, certification, and reimbursement requests
➢ **PRODUCT**	WRATS committee meetings and minutes, performance and expenditure reports, reimbursement requests

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	19,200
STATE-PL	0
LOCAL	4,800
TOTAL	$ 24,000

TASK 1: ADMINISTRATION
Sub-Element 1.3: Training/Employee Education

➢ **OBJECTIVE**	To maintain a high degree of competency in transportation and related planning disciplines
➢ **PREVIOUS WORK**	-Transportation Planner attended the GAMPO Meeting/PL Funds Committee in Atlanta on September 30, 2019. -Transportation Planner attended Developments of Regional Impact (DRIs) and Census Complete Count Committee training in Macon and participated in performance management and NPMRDS webinars hosted by FHWA
➢ **UPCOMING ACTIVITIES FOR 2021**	Attend conferences and courses offered by the National Highway Institute (NHI), Federal and State DOTs, and other transportation-related institutions
➢ **PRODUCT**	Ongoing staff improvement and education

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	To be determined	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

TASK 1: ADMINISTRATION
Sub-Element 1.4: Unified Planning Work Program

➢ **OBJECTIVE**	To prepare annual WRATS Unified Planning Work Program in accordance with 23 CFR 450 Subpart C, 23 CFR 420 Subpart A and USDOT/FHWA initiatives
➢ **PREVIOUS WORK**	-Draft FY 2020 UPWP prepared to include PEAs and discussed -Final FY 2020 UPWP approved at February/March 2019 meetings -Draft FY 2021 UPWP prepared and discussed
➢ **UPCOMING ACTIVITIES FOR 2021**	-Submit biannual performance and expenditure reports to the appropriate agencies -Identify transportation planning work tasks and sub-elements, prepare descriptive narrative and cost estimate for each sub-element, and coordinate input for the FY 2022 UPWP
➢ **PRODUCT**	FY 2022 UPWP

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	Draft: 12/15/2020 Final: 3/15/2021	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

TASK 2: PUBLIC INVOLVEMENT
Sub-Element 2.1: Community Outreach/Education

➢ **OBJECTIVE**	To provide citizens, local officials, and other stakeholders with information to help them understand the metropolitan transportation process
➢ **PREVIOUS WORK**	-Advertised amendments to FY 2018-2021 TIP & 2040 LRTP -Answered questions and provided contact, route, and schedule information for Warner Robins Transit (W.R.T.) -Advertised public open house for the 2045 MTP
➢ **UPCOMING ACTIVITIES FOR 2021**	-Meet with community groups and individuals on WRATS planning program -Identify transportation deficiencies and other community Issues and concerns -Attend Houston County 2020 Complete Count Committee meetings and support Census public events/activities
➢ **PRODUCT**	Ongoing community outreach and education

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	1,600
STATE-PL	0
LOCAL	400
TOTAL	$ 2,000

TASK 2: PUBLIC INVOLVEMENT
Sub-Element 2.2: Environmental Justice/Title VI

➢ **OBJECTIVE**	To seek out and consider the needs of those traditionally underserved, such as low-income and minority households, who may face challenges accessing employment and other services
➢ **PREVIOUS WORK**	-Created maps and reported on EJ populations, mean travel time to work, and households without a vehicle. -Updated maps for Warner Robins Transit routes for the Warner Robins Housing Authority
➢ **UPCOMING ACTIVITIES FOR 2021**	-Monitor and evaluate the public participation process and review and update the Participation Plan as appropriate -Outreach to Educare Center, Inc. in support of its Warner Robins Transit public transportation system -Promote ways to encourage hard to count communities to participate in the 2020 Census
➢ **PRODUCT**	Participation Plan updates (if needed)

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	1,600
STATE-PL	0
LOCAL	400
TOTAL	$ 2,000

TASK 3: DATA COLLECTION
Sub-Element 3.1: Socio-Economic Data

➢ **OBJECTIVE**	To analyze current socio-economic conditions and estimate projections necessary for the transportation model
➢ **PREVIOUS WORK**	-Socio-economic database completed for calendar year 2019 -Compared transportation disadvantaged areas to Warner Robins Transit (W.R.T.) bus stop locations
➢ **UPCOMING ACTIVITIES FOR 2021**	-Identify population, housing, median income, employment, and school enrollment information -Use American Community Survey (ACS) data in describing metropolitan travel patterns -Collect and analyze Census data related to EJ populations particularly concerning no vehicle households and the W.R.T. routes
➢ **PRODUCT**	Socio-economic data maps and reports

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,000
STATE-PL	0
LOCAL	500
TOTAL	$ 2,500

TASK 3: DATA COLLECTION
Sub-Element 3.2: Land Use Monitoring

➢ **OBJECTIVE**	To maintain and update future & existing land use
➢ **PREVIOUS WORK**	-Reviewed planning and zoning staff reports, meeting agendas and minutes -Reviewed and commented on DRI submissions
➢ **UPCOMING ACTIVITIES FOR 2021**	-Monitor significant zoning actions that could produce urbanized area land use changes -Evaluate land use and socio-economic data changes to determine effects on transportation plan development
➢ **PRODUCT**	Ongoing monitoring of land use changes

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

TASK 3: DATA COLLECTION
Sub-Element 3.3: Accident Reduction Program

➢ **OBJECTIVE**	To identify and improve locations with high accident rates or operational deficiencies
➢ **PREVIOUS WORK**	-Processed monthly accident reports for WRATS area -Produced WRATS Top 50 Report for 2019
➢ **UPCOMING ACTIVITIES FOR 2021**	-Collect and compile traffic accident reports for 2020 -Identify high risk locations and undertake a program to reduce accidents, injuries, and fatalities -Create and present top accident locations report at WRATS February/March meetings
➢ **PRODUCT**	Accident database and report

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/1/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	11,200
STATE-PL	0
LOCAL	2,800
TOTAL	$ 14,000

TASK 3: DATA COLLECTION
Sub-Element 3.4: System Monitoring

➢ **OBJECTIVE**	To monitor changes in existing transportation system conditions for verifying the validity of the WRATS Plan
➢ **PREVIOUS WORK**	-Collected traffic counts for calendar year 2019 -Conducted warrant studies for stop sign and traffic signal requests
➢ **UPCOMING ACTIVITIES FOR 2021**	-Compile GDOT annual traffic counts and conduct special counts -Scope available data related to safety, pavement and bridge condition, travel time reliability, and freight movement
➢ **PRODUCT**	Traffic counts database

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/1/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

TASK 4: SYSTEM PLANNING
Sub-Element 4.1: Air Quality

➢ **OBJECTIVE**	To prepare an air quality element for the WRATS planning process and participate in activities of the Middle Georgia Clean Air Coalition.
➢ **PREVIOUS WORK**	-Attended Middle Georgia Clean Air Advisory Committee meetings -Attended Middle Georgia Clean Air Coalition meetings
➢ **UPCOMING ACTIVITIES FOR 2021**	-Encourage air quality strategies and local actions in Middle Georgia -Assist with the development of consistent solar permitting across the region -Engage GDOT and the local school systems
➢ **PRODUCT**	Ongoing support of solar permitting and community engagement

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/1/20 – 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

TASK 4: SYSTEM PLANNING
Sub-Element 4.2: Transportation Improvement Program

➢ **OBJECTIVE**	To define a 4 year capital improvement program for transportation projects
➢ **PREVIOUS WORK**	Completed FY 2018-2021 TIP and amended as needed
➢ **UPCOMING ACTIVITIES FOR 2021**	-Prepare FY 2021-2024 TIP -Present FY 2021-2024 TIP for public review
➢ **PRODUCT**	FY 2021-2024 TIP

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	Draft 3/31/21 Final 6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	6,500
STATE-PL	0
LOCAL	1,625
TOTAL	$ 8,125

TASK 4: SYSTEM PLANNING
Sub-element 4.3: Long Range Transportation Plan

➢ **OBJECTIVE**	To maintain/update the WRATS 2040 Long Range Transportation Plan in accordance with 23 CFR 450 Subpart C and USDOT/FHWA initiatives
➢ **PREVIOUS WORK**	-Administratively modified/amended 2040 LRTP for PM1, PM2, PM3, and TAM Plan Targets -Advertised RFP and executed contract with RS&H for 2045 MTP update -Verified 2015 and 2045 SE data, reviewed presentations and open house materials
➢ **UPCOMING ACTIVITIES FOR 2021**	-Assist with needs plan, financial analysis, and project prioritization -Review/edit draft document
➢ **PRODUCT**	WRATS 2040 Long Range Transportation Plan administrative modifications/amendments (if needed) and WRATS 2045 Metropolitan Transportation Plan

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20-6/30/21	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	4,800
STATE-PL	0
LOCAL	1,200
TOTAL	$ 6,000

TASK 4: SYSTEM PLANNING
Sub-element 4.3A: Long Range Transportation Plan Update

➢ **OBJECTIVE**	To complete the WRATS 2045 Long Range Transportation Plan in accordance with 23 CFR 450 Subpart C and USDOT/FHWA initiatives
➢ **PREVIOUS WORK**	-Public involvement activities -Establish goals, objectives, and project list -Draft document started
➢ **UPCOMING ACTIVITIES FOR 2021**	-Develop needs plan and financial analysis/constraint -Project prioritization -Complete draft document and submit for agency review
➢ **PRODUCT**	WRATS 2045 Metropolitan Transportation Plan by October 21, 2020

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	7/01/20-6/30/21	**LEAD AGENCY**	RS&H-Consultant

FUNDING SOURCE	**AMOUNT**
FHWA-PL	180,000
STATE-PL	0
LOCAL	45,000
TOTAL	$ 225,000

TASK 4: SYSTEM PLANNING
Sub-Element 4.4: Special Transportation Studies

➢ **OBJECTIVE**	To conduct a special transportation study if needed
➢ **PREVIOUS WORK**	No special study conducted in FY 2020
➢ **UPCOMING ACTIVITIES FOR 2021**	Complete special studies, prepare reports for participants/other agencies, or analyze data not otherwise covered in the UPWP
➢ **PRODUCT**	Special Transportation Study (if needed)

TRANSPORTATION RELATED PLANNING ACTIVITIES	
ORGANIZATION	ACTIVITIES

TARGET START AND END DATES	To be determined	**LEAD AGENCY**	MPO

FUNDING SOURCE	**AMOUNT**
FHWA-PL	2,400
STATE-PL	0
LOCAL	600
TOTAL	$ 3,000

EXHIBIT E

BUDGET ESTIMATE

FISCAL YEAR 2021

PROPOSED FUNDING SOURCE BY PERFORMING AGENCY – FY 2021

Funding Source	SUB- ELEMENT Number and Title		FHWA	FTA 5303	FEDERAL TOTAL	GDOT PL MATCH	GDOT 5303 MATCH	GDOT TOTAL	LOCAL	TOTAL
FHWA	1.1	Program Coordination	$ 16,000.00		$ 16,000.00				$ 4,000.00	$ 20,000.00
FHWA	1.2	Operations and Administration	$ 19,200.00		$ 19,200.00				$ 4,800.00	$ 24,000.00
FHWA	1.3	Training/Employee Education	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
FHWA	1.4	Unified Planning Work Program	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
FHWA	2.1	Community Outreach/Education	$ 1,600.00		$ 1,600.00				$ 400.00	$ 2,000.00
FHWA	2.2	Environmental Justice/Title VI	$ 1,600.00		$ 1,600.00				$ 400.00	$ 2,000.00
FHWA	3.1	Socio-Economic Data	$ 2,000.00		$ 2,000.00				$ 500.00	$ 2,500.00
FHWA	3.2	Land Use Monitoring	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
FHWA	3.3	Accident Reduction Program	$ 11,200.00		$ 11,200.00				$ 2,800.00	$ 14,000.00
FHWA	3.4	System Monitoring	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
FHWA	4.1	Air Quality	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
FHWA	4.2	Transportation Improvement Program	$ 6,500.00		$ 6,500.00				$ 1,625.00	$ 8,125.00
FHWA	4.3	Long Range Transportation Plan	$ 4,800.00		$ 4,800.00				$ 1,200.00	$ 6,000.00
FHWA	4.4	Special Transportation Studies	$ 2,400.00		$ 2,400.00				$ 600.00	$ 3,000.00
		TOTALS	$ 77,300.00	$ -	$ 77,300.00	$ -	$ -	$ -	$ 19,325.00	$ 96,625.00
PL GRANT	4.3A	Long Range Transportation Plan Update	$ 180,000.00	$ -	$ 180,000.00	$ -	$ -	$ -	$ 45,000.00	$ 225,000.00
		GRAND TOTALS	$ 257,300.00	$ -	$ 257,300.00	$ -	$ -	$ -	$ 64,325.00	$ 321,625.00

EXHIBIT F

SCHEDULE

FISCAL YEAR 2021

Schedule of Activities:

2020						2021					
July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June
X	X	X	X	X	X	X	X	X	X	X	X

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 City of Warner Robins, 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 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 City of Warner Robins 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

_____ _____

Randy Toms, Mayor Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **City of Warner Robins**, whose address is **700 Watson Blvd, Warner Robins, GA 31093** 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 **City of Warner Robins** 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.

_____ _____

Date Randy Toms, Mayor

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity: City of Warner Robins

Contract No. and Name: FY 2021 Planning Contract

PI 0017165 -PLN

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.GA. § 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.

53662
E-Verify Company Identification Number

Signature of Authorized Officer or Agent

September 12, 2007
Date of Authorization

Printed Name of Authorized Officer or Agent

Name of Contractor

City Clerk
Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 202_

[NOTARY SEAL]

Notary Public

My Commission Expires: _____

CITY OF WARNER ROBINS
STATE OF GEORGIA

RESOLUTION

WHEREAS, the following employee is recommended for promotion by their respective department,

WHEREAS, the Mayor and City Council deem such recommendation beneficial,

NOW, THEREFORE, BE IT RESOLVED that this promotion be approved as follows:

-1-

William Baggley, promoted from Firefighter, Job Class #520, Grade 14, Fire Department, to Fire Driver Engineer, Job Class #515, Grade 16, Fire Department, to be effective September 21, 2020.

This _____day of _____, 2020

By: _____
Randy Toms, Mayor

ATTEST:

_____
Mandy Stella, City Clerk

Action Item #8

NO. 28-20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

WHEREAS, Section 6.11 of the Warner Robins City Charter provides that the millage rate for City ad valorem taxes be set by adoption of an ordinance of the Mayor and Council.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the City of Warner Robins that the millage rate for 2020 is set at 9.980 mills and the due date will be December 21, 2020.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on September 21, 2020 and shall become effective upon adoption on September 28, 2020.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_____
Mandy Stella, City Clerk

Action Item #9

No. 29-20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

WHEREAS, the Mayor makes the following recommendations to the City Council for changes in the City of Warner Robins Classification Plan,

WHEREAS, the Mayor and City Council deem such recommendations beneficial,

NOW, THEREFORE, BE IT ORDAINED that the City Classification Plan be amended as follows:

-1-

Increase the authorized strength of UT Maint Crewleader (Water), Job Class #909, Grade 15, Utility Department, from four (4) to five (5).

-2-

Increase the authorized strength of Equipment Operator (Water), Job Class #913, Grade 10, Utility Department, from two (2) to three (3).

-3-

Create the position of Damage Prevention Specialist Supervisor, Job Class #941, Grade 17, authorized strength of one (1), Utility Department.

-4-

Reclassify the position of UT Maint Supervisor (Water), Job Class #924, Grade 17, Utility Department, to Grade 19.

-5-

Reclassify the position of UT Maint Supervisor (Sewer), Job Class #930, Grade 17, Utility Department, to Grade 19.

-6-

Reclassify the position of Meter Maintenance Supervisor, Job Class #934, Grade 16, Utility Department, to Grade 17.

BE IT ORDAINED that this amendment was first read on ___ day of _____, 2020, was adopted this ___ day of _____, 2020 and shall become effective on the first day of the next pay period.

This _____day of _____, 2020.

CITY OF WARNER ROBINS

By: _____

Randy Toms, Mayor

ATTEST:

_____

Mandy Stella, City Clerk

No. 30-20
CITY OF WARNER ROBINS
STATE OF GEORGIA

ORDINANCE

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF WARNER ROBINS, GEORGIA, MAKING AN ADDITION TO THE CITY CODE REGARDING THE DEVELOPMENT AUTHORITY OF WARNER ROBINS.

WHEREAS, HB 1247, adopted during the 2019-2020 session of the Georgia General Assembly and signed into law by the governor, requires the creation of an ordinance regarding the Development Authority of Warner Robins.

NOW, THEREFORE, BE IT ORDAINED that the Mayor and Council of the City of Warner Robins hereby adopt the following addition to the City Code regarding the:

DEVELOPMENT AUTHORITY OF WARNER ROBINS

Sec. 1. – Purpose

(A) There is hereby created a body corporate and politic in the City of Warner Robins in Houston County to be known as the Development Authority of Warner Robins, which shall be an instrumentality of the City of Warner Robins and a public corporation and which is hereafter referred to as the "Development Authority of Warner Robins" and "authority."

Sec. 2. – Composition, Term, and Appointment of Board of Directors

(B) The authority shall consist of a board of not less than seven and not more than nine directors to be appointed by resolution of the Mayor and City Council of Warner Robins. At the expiration of the current terms of office of the first four members of the boards of directors, the Mayor and City Council of Warner Robins shall elect successors to such members to serve for initial terms of two years and shall elect successors to such members to serve for initial terms of two years and shall elect successors to the remaining members of the board for initial terms of four years. Thereafter, the terms of all directors shall be for four years. The terms of any directors added to the original seven directors shall be four years. If, at the end of any term of office of any director, a successor thereto has not been elected, the director whose term of office has expired shall continue to hold office until his successor is so elected.

(C) The Mayor and City Council of Warner Robins may appoint no more than one member of the Mayor and City Council of Warner Robins to the Development Authority of Warner Robins as a director.

(D) The provisions of Official Code of Georgia Section 45-10-3 shall apply to all directors of the Development Authority of Warner Robins, and a director shall not engage in any transaction with the authority, except for the provision of legal services in connection with any of the undertakings of the authority or from being paid for such services as provided in Official Code of Georgia Section 36-62-5I(1)(B)(2).

(E) In conjunction with compliance with Official Code of Georgia Section 45-10-3 paragraph 9 and Official Code of Georgia Section 36-62-5I(1)(A), the Development Authority of Warner Robins may purchase from, sell to, borrow from, loan to, contract with, or otherwise deal with any director or any organization or per person with which any director of the authority is in any way interest or involved, provided (1) that any interest or involvement by such director is disclosed in advance to the directors of the Development Authority of Warner Robins and is recorded in the minutes of the authority, (2) that any interest or involvement by such director with a value in excess of $200.00 per calendar quarter is published by the Development Authority of Warner Robins in each county affected by such interest, at least 30 days in advance of consummating such transaction, (3) that no director having a substantial interest or involvement may be present at that portion of a Development Authority of Warner Robins meeting during which discussion of any matter is conducted involving any such organization or person, and (4) that no director having a substantial interest or involvement may participate in any decision of the Development Authority of Warner Robins relating to any matter involving such organization or person. As used in this subsection, "substantial interest or involvement" means any interest or involvement which reasonably may be expected to result in a direct financial benefit to the such director as determined by the Development Authority of Warner Robins, which determination shall be final and not subject to review.

Sec. 3– Qualification of Directors

(F) The directors shall be taxpayers residing in the City of Warner Robins.

(G) No director shall assume office until that person has executed and filed with the clerk of the city an oath obligating himself or herself to faithfully and impartially perform the duties of that director's office. The oath shall read as follows and be administered by the Mayor.

I do solemnly swear or affirm that I will faithfully and impartially perform the duties of Director of the Development Authority of Warner Robins and that I will support and defend the Charter of the City of Warner Robins as well as the Constitution and laws of the State of Georgia and of the United States of America. I will not knowingly receive, directly or indirectly, any money other valuable thing, for the performance or nonperformance of any act or duty pertaining to my office, other than the compensation allowed by law. I further swear or affirm that I will faithfully discharge my duties as a Director of the Development Authority of Warner Robins to the best of ability.

Sec. 4– Voting, Officers, Compensation, Bylaws, and Audit

(H) A majority of the directors shall constitute a quorum, but no action may be taken by the board without the affirmative vote of a majority of the full membership of the board.

(I) The directors shall elect one of their members as chairman and another as vice-chairman and shall also elect a secretary and a treasurer or a secretary-treasurer, either of whom may, but need not, be a director.

(J) The directors shall receive no compensation for their services but shall be reimbursed for their actual expenses incurred in the performance of their duties.

(K) The Development Authority of Warner Robins may make bylaws and regulations for its governance and may delegate to one or more of its officers, agents, and employees such powers and duties as may be deemed necessary and proper. Copies of such bylaws, rules, and regulations shall be filed with the city clerk.

(M) The Development Authority of Warner Robins shall provide to the City of Warner Robins an audited financial statement within six months of the end of the previous fiscal year.

Sec. 5– Tax Exemption Status and Limits

(N) The Development Authority of Warner Robins was created for nonprofit and public purposes, and it is found, determined and declared that the creation of the Development Authority of Warner Robins and the carrying out of its corporate purpose is in all respects for the benefit of the people of this state and that the authority is an institution of purely public charity and will be performing an essential governmental function in the exercise of the power conferred upon it. For such reasons, the state covenants, from time to time, with the holders of the bonds issued under Official Code of Georgia Section 36-62-1, et seq. that the Development Authority of Warner Robins shall be required to pay no taxes or assessments imposed by the state or any of its counties, municipal corporations, political subdivisions, or taxing districts upon any property acquired by the Development Authority of Warner Robins or under its jurisdiction, control, possession, or supervision or leased by it to other (other than property leased for the purposes of a "project" as defined in subparagraph (J) or (K) of paragraph (6) of Official Code of Georgia Section 36-62-2, which shall be table by the state and its counties, municipal corporations, political subdivisions, and taxing districts or upon its activities in the operation on maintenance of any such property or on any income derived by the Development Authority of Warner Robins in the form of fees, recording fees, rentals, charges, purchase price, installment, or otherwise, and that the bonds of the Development Authority of Warner Robins, their transfer, and the income derived therefrom shall at all times be exempt from taxation within the State of Georgia. The tax exemption provided for in Official Code of Georgia Section 36-62-3 shall not include any exemption from sales and use tax on property purchased by the Development Authority of Warner Robins or for use by the Development Authority of Warner Robins.

Sec. 6– Powers

(O) The Development Authority of Warner Robins shall have all of the powers necessary or convenient to carry out and effectuate the purposes and provisions of this chapter, including, but without limiting the generality of the foregoing, the power:

(1) To bring and defend actions;

(2) To adopt and amend a corporate seal;

(3) To make and execute contracts and other instruments necessary to exercise the powers of the authority, any of which contracts may be made with the county in which the authority is located or with any one or more municipal corporations in such county; each such county and all municipal corporations therein are authorized to enter into contracts with the authority;

(4) To receive and administer gifts, grants, and devises of any property and to administer trusts;

(5) To acquire, by purchase, gift, or construction, any real or personal property desired to be acquired as part of any project or for the purpose of improving, extending, adding to, reconstructing, renovating, or remodeling any project or part thereof already acquired or for the purpose of demolition to make room for such project or any part thereof;

(6) To sell, lease, exchange, transfer, assign, pledge, mortgage, dispose of, or grant options for any real or personal property or interest therein for any such purposes;

(7) Except as otherwise provided in paragraph (7.1) of this Code section, to dispose of any real property for fair market value, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities;

(7.1) Notwithstanding any other provision of this chapter to the contrary, to dispose of any real property for fair market value or any amount below fair market value as determined by the board of directors of the authority, regardless of prior development of such property as a project, whenever the board of directors of the authority may deem such disposition to be in the best interests of the authority if the board of directors of the authority prior to such disposition shall determine that such real property no longer can be used advantageously as a project for the development of trade, commerce, industry, and employment opportunities and if title to such real property is to be transferred to the state;

(8) To mortgage, convey, pledge, or assign any properties, revenues, income, tolls, charges, or fees owned or received by the authority;

(9) To appoint officers and retain agents, engineers, attorneys, fiscal agents, accountants, and employees and to provide for their compensation and duties;

(10) To extend credit or make loans to any person, firm, corporation, or other industrial entity for the planning, design, construction, acquisition, or carrying out of any project, which credit or loans shall be secured by loan agreements, mortgages, security agreements, contracts, and all other instruments, fees, or charges, upon such terms and conditions as the authority shall determine reasonable in connection with such loans, including provision for the establishment and maintenance of reserves and insurance

funds; and, in the exercise of powers granted by this Code section in connection with a project for such person, firm, corporation, or other industrial entity, to require the inclusion in any contract, loan agreement, security agreement, or other instrument, of such provisions for guaranty, insurance, construction, use, operation, maintenance, and financing of a project as the authority may deem necessary or desirable;

(11) To acquire, accept, or retain equitable interests, security interests, or other interest in any property, real or personal, by mortgage, assignment, security agreement, pledge, conveyance, contract, lien, loan agreement, or other consensual transfer, in order to secure the repayment of any moneys loaned or credit extended by the authority;

(12) To construct, acquire, own, repair, remodel, maintain, extend, improve, and equip projects located on land owned or leased by the authority or land owned or leased by others and to pay all or part of the cost of any such project from the proceeds of revenue bonds of the authority or from any contribution or loans by persons, firms, or corporations or any other contribution, all of which the authority is authorized to receive, accept, and use;

(13) To borrow money and issue its revenue bonds and bond anticipation notes from time to time and to use the proceeds thereof for the purpose of paying all or part of the cost of any project, including the cost of extending, adding to, or improving the project, or for the purpose of refunding any such bonds of the authority theretofore issued and to otherwise carry out the purposes of this chapter and to pay all other costs of the authority incident to or necessary and appropriate to such purposes, including the providing of funds to be paid into any fund or funds to secure such bonds and notes, provided that all such bonds and notes shall be issued in accordance with the procedures and subject to the limitations set forth in Code Section 36-62-8;

(14) As security for repayment of authority obligations, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property, real or personal, of such authority and to execute any trust agreement, indenture, or security agreement containing any provisions not in conflict with law, which trust agreement, indenture, or security agreement may provide for foreclosure or forced sale of any property of the authority upon default, on such obligations, either in payment of principal or interest or in the performance of any term or condition, as are contained in such agreement or indenture. This state, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, waives any right which it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the authority so mortgaged or encumbered, and any such mortgage or encumbrance may be foreclosed in accordance with law and the terms thereof;

(15) If any authority authorizing an air transportation facility, to contract with any county or municipal corporation in the state; and any county or municipal corporation in the state is empowered to contract with any such authority to furnish air transportation services where such service is not otherwise in existence;

(16) To expend for the promotion of industry, agriculture, and trade within its area of operations any funds of the authority determined by the authority to be in excess of those needed for the other corporate purposes of the authority; and

(17) To do all things necessary or convenient to carry out the powers expressly conferred by this chapter.

(O) Pursuant to Official Code of Georgia Section 36-62-6(b), the Development Authority of Warner Robins does not have the power to exercise the power of eminent domain.

(P) The authority shall not be authorized to create in any manner any debt, liability or obligation against the State of Georgia, Houston County, or City of Warner Robins.

If any ordinance, or part thereof, of the City of Warner Robins is in conflict herewith, this ordinance shall have preference. If any provisions of this ordinance are held invalid, such invalidity shall not affect any of the other provisions which can be given effect without the invalid provision, and, to this end, the provisions of this ordinance are declared to be severable.

The provisions of this ordinance were first read on _____ and shall become effective upon adoption on _____.

CITY OF WARNER ROBINS, GEORGIA

By: _____
Randy Toms, Mayor

Attest:

_____
Mandy Stella, City Clerk

(Ga. Laws 1963, p. 531 *et seq.* and Georgia Laws 1969, p. 137 et seq., (O.C.G.A. Section 36-62-1 *et seq.*)