

## Council Members

R. Gary Allen  
Charmaine Crabb

Jerry 'Pops' Barnes  
Glenn Davis

John M. House  
Bruce Huff

R. Walker Garrett  
Valerie A. Thompson

Judy W. Thomas  
Evelyn 'Mimi' Woodson

**Clerk of Council**  
Sandra T. Davis



Council Chambers  
Second Floor of City Services Center  
3111 Citizens Way, Columbus, GA 31906

December 03, 2019  
5:30 PM  
Regular Meeting

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## MAYOR'S AGENDA

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**CALL TO ORDER:** Mayor B.H. "Skip" Henderson, III, Presiding.

**INVOCATION:** Offered by Pastor Danny Deith - First Presbyterian Church.

**PLEDGE OF ALLEGIANCE:** Led by Pack 100 Cub Scouts.

**MINUTES:**

1. Approval of the minutes for the November 12, 2019 Council Meeting and November 5, 2019 Executive Session.

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## PROCLAMATIONS

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**PROCLAMATION:**      **Neighbors Helping Neighbors Smiths Station Build Day**

**RECEIVING:**      Employees from the Civic Center, City Manager's Office, Engineering, Fire Department, Inspections & Code, Metra, Parks & Recreation, Public Works, and Sheriff's Department

**PROCLAMATION:**      **Dayna Solomon Day**

**RECEIVING:**      Dayna Solomon

**PROCLAMATION:**      **Teresa Snelli** - Page 1 - **Day**

**RECEIVING:**      Teresa Snellings

**PROCLAMATION:**            **Carson Revell, CPRP Day**

**RECEIVING:**            Carson Revell

**PROCLAMATION:**            **Shajra Thrasher, CPRP Day**

**RECEIVING:**            Shajra Thrasher

**PROCLAMATION:**            **Georgia Recreation and Parks Association  
Recognition Day**

**RECEIVING:**            Parks and Recreation Department, Cathy Fluellen, Shajra Thrasher,  
Teresa Snellings, Holli Browder, and Becky Glisson

**PROCLAMATION:**            **Accreditation Recognition Day for Columbus Parks & Recreation**

**RECEIVING:**            Becky Glisson and Holli Browder

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## **RESOLUTIONS**

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### **RESOLUTIONS**

- [2.](#) A resolution recognizing Mr. Rusty Abernathy for bringing Santa Claus at Rusty's Floor Coverings. (Councilor Crabb)
- [3.](#) A resolution recognizing Mr. Chris Jiles for his service to the Chattahoochee Valley and for his accomplishments. (Councilor Crabb)

## **CITY ATTORNEY'S AGENDA**

### **ORDINANCES**

- [1.](#) **2nd Reading - REZN-09-19-6415:** An Ordinance rezoning property located at 5004 / 5012 / 5028 Warm Springs Road (parcel # 100-014-080 / 100-014-079 / 100-014-081). The current zoning is NC (Neighborhood Commercial) Zoning District. The proposed zoning is RO (Residential Office) Zoning District. The proposed use is Townhomes. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is Windsong Bonacre, LLC. (Councilor Crabb)

- 2. 2nd Reading - REZN-09-19-6416:** An Ordinance rezoning property located at 8063 Veterans Parkway (parcel # 073-021-009). The current zoning is LMI (Light Manufacturing / Industrial) Zoning District. The proposed zoning is PMUD (Planned Mixed Use Development) Zoning District. The proposed use is Mixed Use. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is White Oak Grove, LLC. (Councilor Davis)
- 3. 2nd Reading** - An Ordinance regulating vehicular traffic in Columbus, Georgia by establishing a list of roadways approved for the use of speed detection devices on behalf of the Columbus Consolidated Government; and for other purposes. (Mayor Pro-Tem)
- 4. 1st Reading** - An Ordinance amending Chapter 14 of the Columbus Code to repeal Columbus Code Section 14-60.3., which prohibits tattooing on Sunday or Sabbath days; and for other purposes. (Councilor Garrett)
- 5. 1st Reading** - An ordinance amending Ordinance No. 19-027, the Budget for the Fiscal Year 2020, Beginning July 1, 2019, and ending June 30, 2020, reclassifying certain positions of the Consolidated Government of Columbus, Georgia; and for other purposes. (Request of Superior Court Clerk) (Budget Review Committee) (Delayed 10-22-19)
- 6. 1st Readings** - An ordinance amending Chapter 18 of the Columbus Code to repeal and replace Columbus Code Section 18-2.2. pertaining to notice and other procedures for temporary street closings; and for other purposes. (Councilor Huff)
- 7. 1st Reading** - An ordinance amending the budgets for the Fiscal Year 2019 beginning July 1, 2018 and ending June 30, 2019, for certain funds of the Consolidated Government of Columbus, Georgia, appropriating amounts shown in each fund; and for other purposes. (Budget Review Committee)

## **RESOLUTIONS**

- 8. Resolution** - A Resolution authorizing the issuance of \$50,670,000 Columbus Georgia, Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019; and for other purposes. (Request of Columbus Board of Water Commissioners)
- 9. Resolution** - A Resolution of the Council of Columbus, Georgia, ratifying a Bond Resolution adopted by the Columbus Building Authority authorizing the issuance of a Lease Revenue Bond, Series 2019, in the maximum principal amount of \$5,000,000 to finance the acquisition, removal and/or improvement of an existing building and related facilities at 5601 Veterans Parkway; and for other purposes. (Request of the Columbus Building Authority)

## **PUBLIC AGENDA**

1. Mr. Carey McCraney, Re: Parking on city property, sewers, manholes, and window tint on automobiles.
2. Ms. Phoebe Dawson, Re: Columbus Social Services remaining at present location to make these services available for easy client access.

## **CITY MANAGER'S AGENDA**

### **PURCHASES**

- [A.](#) Comprehensive Generator Services (Annual Contract) – RFB No. 20-0010
- [B.](#) Purchase of Bomb Suit with Helmet and Accessories

### **UPDATES AND PRESENTATIONS**

- [A.](#) Vibrant & Connected Metrics Tool - Betsy Covington, President & CEO of Community Foundation of the Chattahoochee Valley, Inc.
- [B.](#) Blight Index Pilot Program - John Hudgison, Inspections & Codes Director
- C. Virginia College Property Update - Pam Hodge, Deputy City Manager
- [D.](#) Government Center Public Meetings Update - Pam Hodge, Deputy City Manager

### **BID ADVERTISEMENT**

#### **December 4, 2019**

**1. Oil & Lubricants for Metra (Annual Contract) – RFB No. 20-0026**

Scope of Bid

Provide various types of oil & lubricants on an “as needed” basis to the Columbus Consolidated Government (the City) to be utilized by METRA Transit System. The contract term will be for three years.

**2. Alternators & Starters (Annual Contract) (Re-Bid) – RFB No. 20-0025**

Scope of Bid

Provide alternators and starters to METRA Transit System on an “as needed” basis. The contract term will be for three years.



## **December 6, 2019**

1. **Program Management Services for the Columbus Government Center Complex – RFP No. 20-0009**

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals to provide program management services for the Columbus Government Center Complex project.

2. **Cleaning Services for Architectural Facades and Monuments at Ft Benning Gateway – RFP No. 20-0010**

Scope of RFP

Columbus Consolidated Government is seeking a qualified Contractor to clean two architectural facades and monuments at the Ft Benning Gateway (I 185/Ft Benning & Columbus), to include a traffic control plan that meets GDOT requirements.

## **December 11, 2019**

1. **Roofing Services at Riverdale-Porterdale Cemetery Building – RFB No. 20-0030**

Scope of Bid

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.

2. **Roofing Services at Britt David Pottery Studio – RFB No. 20-0032**

Scope of Bid

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.

## **December 18, 2019**

1. **Grab-All Debris Loader – RFB No. 20-0031**

Scope of Bid

Provide one (1) grab-all debris loader to be used by the staff of the Forestry Department to pick up large trees while cleaning up storm debris.

## **December 20, 2019**

1. **Board Management Software – RFP No. 20-0008**

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide a Board Management Software Program for use by the Columbus Clerk of Council's Office.

# **CLERK OF COUNCIL'S AGENDA**

## **ENCLOSURES - ACTION REQUESTED**

1. **RESOLUTION:** A Resolution excusing Councilor Jerry "Pops" Barnes from November 12, 2019 Council Meeting.
2. **RESOLUTION:** A Resolution excusing Councilor Bruce Huff from the November 12, 2019 Council Meeting.
3. **PERSONNEL REVIEW BOARD:** Email correspondence from Mr. Charles Harp, resigning from his position on the Personnel Review Board.
4. **RECREATION ADVISORY BOARD:** Email correspondence from Ms. Lauren Vance, requesting the seats of Ms. Latshia Stephens-Archibald (*District 3*) and Mr. Shawn Souvenir (*District 10, At-Large*) be declared vacant on the Recreation Advisory Board due to lack of attendance.
5. **Minutes of the following boards:**  
Airport Commission, October 23, 2019.  
Board of Tax Assessors, #40-19.  
Board of Water Commissioners, October 21, 2019.  
Board of Zoning Appeals, October 02, 2019.  
Columbus Board of Health, August 28, 2019.  
Columbus Iron Works Convention & Trade Center Authority, September 24, 2019.  
Recreation Advisory Board, May 29, 2019.

## **BOARD APPOINTMENTS - ACTION REQUESTED**

6. **MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

### **A. CONVENTION AND VISITORS BOARD OF COMMISSIONERS:**

**Paul Pierce**

(Restaurant/Retail Trade)

**Not** Eligible to succeed

Term Expires: December 31, 2019

*(Mayor's Appointment)*

*These are three-year terms. Board meets monthly.*

**Women: 4**

**Senatorial District 15: 5**

**Senatorial District 29: 4**

**B. HOUSING AUTHORITY OF COLUMBUS:**

**Tiffani Stacy**

*(Mayor's Appointment)*

**Resident Position**

*Eligible to succeed*

Term Expires: November 16, 2019

*These are five-year terms, except for the Resident Position, which is a one-year term. Board meets monthly.*

**Women: 2**

**Senatorial District 15: 4**

**Senatorial District 29: 3**

**C. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:**

**Charles Staples**

*(Mayor's Appointment)*

**Business Community Representative**

Term Expired: June 30, 2019

*Does not desire reappointment*

*These are two-year terms. Board meets monthly.*

**Women: 5**

**Senatorial District 15: 4**

**Senatorial District 29: 6**

**7. COUNCIL'S APPOINTMENT- READY FOR VOTE**

**A. AIRPORT COMMISSION:**

**Carl A. Rhodes, Jr.**

**(Council's Appointment)**

*Eligible to succeed*

Term Expires: December 31, 2019

**The Columbus Airport Commission has submitted the names of Carl A. Rhodes, Jr., Clint Thomas, and Vincent E. Woodward, Jr. for this seat. The Commission is suggesting re-appointment of Carl A. Rhodes, Jr.**

*These are five-year terms. Board meets monthly.*

**Women: 1**

**Senatorial District 15: 2**

**Senatorial District 29: 3**

**B. BOARD OF ELECTIONS & REGISTRATION:**

**Margaret Jenkins**

**(Council's Appointment)**

*Eligible to succeed*

Term Expires: December 31, 2019

**Councilor House has re-nominated Margaret Jenkins.  
Councilor Barnes is nominating Harry C D Underwood.**

**Diane Scrimshire**

**(Council's Appointment)**

*Eligible to succeed*

Term Expires: December 31, 2019

**Councilor House has re-nominated Diane Scrimshire.  
Councilor Woodson is nominating Raquel Aponte.**

**Eleanor White**

**(Council's Appointment)**

*Eligible to succeed*

Term Expires: December 31, 2019

**Councilor House re-nominated Eleanor White.  
Mayor Pro Tem Allen nominated Nate Sanderson.  
Councilor Barnes nominated James A. Washington, Jr.**

*These are four-year terms. Board meets monthly.*

**Women: 4**  
**Senatorial District 15: 3**  
**Senatorial District 29: 2**

8. **COUNCIL'S APPOINTMENTS- THREE NOMINEES ARE SENT TO THE AUTHORITY FOR SELECTION**

**C. HOSPITAL AUTHORITY OF COLUMBUS:**

**Susan McKnight**

*Eligible to succeed*

Term Expires: November 14, 2019

Open for Nominations  
(Council's Appointment)

*These are two-year terms. Board meets monthly.*

**Women: 5**  
**Senatorial District 15: 9**  
**Senatorial District 29: 1**

9. **COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

**A. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS:**

**Shanet' Goodwin Whittlesey**

*Vacant*

Term Expires: March 1, 2022

Open for Nominations  
(Council's Appointment)

**Tatsiana Savashynskaya**

*Vacant*

Term Expires: March 1, 2021

Open for Nominations  
(Council's Appointment)

**Akear Mewborn is interested in serving on CIRCLE.**

*These are four-year terms. Board meets monthly.*

**Women: 9**  
**Senatorial District 15: 7**  
**Senatorial District 29: 4**

**B. HISTORIC & ARCHITECTURAL REVIEW BOARD:**

**Katie Bishop**

(At-Large)

*Eligible to succeed*

Term Expires: January 31, 2020

*\*Interested in serving another term.*

Open for Nominations

**(Council's Appointment)**

**Claire Berry**

(Board of Realtors)

*Eligible to succeed*

Term Expires: January 31, 2020

Open for Nominations

**(Council's Appointment)**

**Tyler Allen**

(Uptown Columbus Business Association)

*Eligible to succeed*

Term Expires: January 31, 2020

Open for Nominations

**(Council's Appointment)**

**Shannon Smallman**

(At-Large)

*Eligible to succeed*

Term Expires: January 31, 2020

*\*Interested in serving another term.*

Open for Nominations

**(Council's Appointment)**

*These are three-year terms. Board meets monthly.*

**Women: 8**

**Senatorial District 15: 9**

**Senatorial District 29: 3**

**C. PERSONNEL REVIEW BOARD:**

**Charles Little, Jr.**

(Alternate Member)

**Not Eligible to succeed**

Term Expires: December 31, 2019

Open for Nominations

**(Council's Appointment)**

VACANT SEAT  
Alternate Member  
Term Expires: December 31, 2022

Open for Nominations  
(Council's Appointment)

**Dr. Shanita L. Pettaway is interested in serving on the Personnel Review Board.**

*These are four-year terms. Board meets monthly.*

**Women: 1**  
**Senatorial District 15: 5**  
**Senatorial District 29: 2**

**D. RECREATION ADVISORY BOARD:**

**Michael Peacock** – District 6 Appointment  
*Resigned*  
Term Expires: December 31, 2019

Open for Nominations  
(Councilor Allen)

*These are five-year terms, except for the MCSD Representative, who serves a one-year term.  
Board meets quarterly.*

**E. REGION SIX REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF  
BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

**Edward Barnwell**  
*(Resigned)*  
Term Expires: June 30, 2021

Open for Nominations  
(Council's Appointment)

*These are three-year terms. Board meets monthly.*

**Women: 3**  
**Senatorial District 15: 1**  
**Senatorial District 29: 3**

**F. TREE BOARD:**

**William Consoletti**

(Landscape/Forestry Professional)

**Not** *Eligible to succeed*

Term Expires: December 31, 2019

Open for Nominations

**(Council's Appointment)**

**Tannis Danley is interested in serving and has been suggested by William Consoletti for this position.**

**Brad Huff** - **Not** Interested in Serving another term

(KCBC Director or Commissioner)

*Eligible to succeed*

Term Expires: December 31, 2019

Open for Nominations

**(Council's Appointment)**

**Charnae Ware Johnson is the new Keep Columbus Beautiful Director and is interested in serving.**

**Jeremy Cummings**

(Public Utilities Representative)

*Eligible to succeed*

Term Expires: July 1, 2018

Open for Nominations

**(Council's Appointment)**

*These are three-year terms. Board meets as needed.*

**Women: 6**

**Senatorial District 15: 5**

**Senatorial District 29: 6**

*The City of Columbus strives to provide accessibility to individuals with disabilities and who require certain accommodations in order to allow them to observe and/or participate in this meeting. If assistance is needed regarding the accessibility of the meeting or the facilities, individuals may contact the Mayor's Commission for Persons with Disabilities at 706-653-4492 promptly to allow the City Government to make reasonable accommodations for those persons.*



**Item Attachment Documents:**

1. Approval of the minutes for the November 12, 2019 Council Meeting and November 5, 2019 Executive Session.

# COUNCIL OF COLUMBUS, GEORGIA

## CITY COUNCIL MEETING

### MINUTES

Council Chambers  
Second Floor of City Services Center  
3111 Citizens Way, Columbus, GA 31906

November 12, 2019  
9:00 AM  
Regular Meeting

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#### **MAYOR'S AGENDA**

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**PRESENT:** Mayor B. H. "Skip" Henderson, III, Mayor Pro Tem R. Gary Allen and Councilors Charmaine Crabb, Glenn Davis (arrived at 9:13 a.m.), John M. House, Judy W. Thomas, Valerie A. Thompson and Evelyn "Mimi" Woodson (arrived 9:14 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis and Deputy Clerk Lindsey McLemore.

**ABSENT:** Councilors Jerry "Pops" Barnes, R. Walker Garrett and Bruce Huff.

**The following documents were distributed around the Council table:** (1) Solid Waste Management Plan (2) Elections and Registration- New Equipment Implementations

**CALL TO ORDER:** Mayor B. H. "Skip" Henderson, III, Presiding.

**INVOCATION:** Offered by Pastor Jimmy Elder – First Baptist Church.

**PLEDGE OF ALLEGIANCE:** Led by St. Luke 3<sup>rd</sup> Grade Students.

1. **MINUTES:** Approval of minutes for the November 5, 2019 Council Meeting. Councilor House made a motion to approve the minutes, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.
2. **PRESENTATION:** GEMS Award Presentation. (Presented by Director Jessica Reynolds, Georgia Department of Community Affairs)

**Director Jessica Reynolds and Communication & Training Coordinator Tessa Harper** came forward to present the City of Columbus with the GEMS Award.

**Director Ross Horner, Uptown Columbus and Becca Zajac** came forward to give additional information.

3. **RESOLUTION (385-19):** A Resolution expressing appreciation of the Columbus Council for meritorious service rendered Columbus by Ms. Evelyn Turner Pugh. (Columbus Council) Councilor Thomas made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

### **CITY ATTORNEY'S AGENDA**

#### **ORDINANCES:**

4. **2nd Reading – Ordinance (19-061)** - An ordinance amending Chapter 3 of the Columbus Code pertaining to Alcoholic Beverages to create a new category of on-premises license for a

food hall; and for other purposes. (Councilor Woodson) Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

5. **2nd Reading – Ordinance (19-062)** - An ordinance amending Chapter 14 of the Columbus Code to revise provisions pertaining to registration requirements and false alarm penalties for police, fire and medical alarms. (Councilor House) Councilor Woodson made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

Assistant Chief Gil Slouchick came forward to give information on the changes to Chapter 14 of the Columbus Code and how the changes will be implemented.

**REFERRAL(S):**

**FOR THE COLUMBUS POLICE DEPARTMENT:**

- Make sure all alarm companies are made aware of these changes over the next few months.  
(Request of Mayor Pro Tem Allen)

1. **1st Reading** - An ordinance rezoning property located at 7711 / 7701 Fortson Road and 2897 Hobbs Road (parcel # 073-009-011 / 073-009-011 / 073-009-023). The current zoning is SFR2 (Single Family Residential 2) Zoning District. The proposed zoning is RMF1 (Residential Multifamily 1) Zoning District. The proposed use is Multifamily Duplex. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **denial** based on incompatibility with existing land uses. The applicant is Spencer Waddell. (Councilor Davis)

City Attorney Fay informed the members of Council present, the applicant's attorney has requested this item be delayed.

2. **1st Reading - REZN-09-19-6415:** An ordinance rezoning property located at 5004 / 5012 / 5028 Warm Springs Road (parcel # 100-014-080 / 100-014-079 / 100-014-081). The current zoning is NC (Neighborhood Commercial) Zoning District. The proposed zoning is RO (Residential Office) Zoning District. The proposed use is Townhomes. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is Windsong Bonacre, LLC. (Councilor Crabb)
3. **1st Reading - REZN-09-19-6416:** An ordinance rezoning property located at 8063 Veterans Parkway (parcel # 073-021-009). The current zoning is LMI (Light Manufacturing / Industrial) Zoning District. The proposed zoning is PMUD (Planned Mixed Use Development) Zoning District. The proposed use is Mixed Use. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is White Oak Grove, LLC. (Councilor Davis)
4. **1st Reading** - An ordinance regulating vehicular traffic in Columbus, Georgia by establishing a list of roadways approved for the use of speed detection devices on behalf of the Columbus Consolidated Government; and for other purposes. (Mayor Pro-Tem)

*(At the request of Mayor Henderson, the following item listed on the City Manager's agenda was called up as the next order of business. The City Attorney's agenda is continued below.)*

### **CITY MANAGER'S AGENDA:**

#### **6. Add-On Resolution: Property Acquisition – 5601 Veterans Parkway**

**Resolution (386-19)** - A resolution authorizing the City Manager to acquire the property located at 5601 Veterans Parkway. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

Approval is requested to acquire 5601 Veterans Parkway in the amount of \$2,500,000, plus the City's portion of fees and closing costs.

### **CITY ATTORNEY'S AGENDA (Continued):**

#### **RESOLUTIONS:**

**Resolution (ADD-ON) – (387-19):** A Resolution of the Council of Columbus, Georgia, requesting that the Columbus Building Authority (the “**Authority**”) issue its Lease Revenue Bond (the “**bond**”) in the maximum principal amount of \$5,000,000 ; to authorize the execution of a lease contract between Columbus and the Authority; to authorize the transfer of property or sales contracts for the purchase of property; to declare the official intent of Columbus to reimburse planned expenditures from proceeds of the bond; to designate certain firms and professionals to work and assist with the issuance of the bond; to authorize the mayor and other officials of Columbus to take such further actions as are necessary; and for other purposes. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**EXECUTIVE SESSION:** City Attorney Fay requested an executive session on property acquisition/disposal and personnel and potential litigation.

### **PUBLIC AGENDA**

*{Public Comments were provided by the individuals listed below; unless otherwise stated.}*

1. Mr. Bill Berry, Re: 457 B Plan Policies on Withdrawals. (*Not present*)
2. Ms. Audrey Holston Palmore, Re: Request for a meeting with the Risk Manager.
3. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Call for community unity around crime prevention, education equity and affordable housing. (*Not present*)
6. Mr. David Pate, Re: RV length regulation ordinance.

Councilor Thomas made a motion to amend the current ordinance to measure just the living space for RVs, seconded by Councilor Crabb and open for further discussion.

**Director John Hudgison (Inspections & Code)** came forward to answer questions asked by the members of Council present and to give additional information on the current code regulations.

As the discussion continued, Councilor Thomas withdrew her motion.

**REFERRAL(S):****FOR THE CITY MANAGER/INSPECTIONS & CODE:**

- Refer this request to the City Manager and Inspections & Code Department for review. (*Request of Councilor Thomas*)

5. Mr. Joseph Layfield, Re: Pothole damage to personal vehicle. (*Not Present*)

**CITY MANAGER'S AGENDA****1. Solid Waste Management Plan**

**Resolution (388-19):** A resolution authorizing the City Manager to approve the Solid Waste Management Plan, the SWMP for the Consolidated Government covers the years 2019 through 2028 and has been developed to establish a roadmap to achieve the goals of reducing and managing solid waste within Muscogee County (except within the Fort Benning Military Reservation). Councilor Thomas made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**2. Annual Unused Sick Leave Payment**

**Resolution (389-19):** A resolution authorizing payment to employees for unused sick leave in accordance with 16B-15-6(2) of the Columbus Code of Ordinances. Councilor Davis made a motion to approve the resolution, seconded by Councilor Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**3. 2020 Brownfield Assessment Grant**

**Resolution (390-19):** A resolution authorizing the City Manager to apply, accept, and amend the multi-governmental fund by the amount awarded up to \$300,000 from the Environmental Protection Agency to fund Brownfield Assessments of properties within the City of Columbus. Councilor Davis made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**4. 2019-2020 – Crime Victim Assistance Grant**

**Resolution (391-19):** A resolution authorizing the City Manager to apply for and accept a VOCA Grant award of \$203,419 or as otherwise awarded and approve funding of \$5,287 from the five percent Crime Victim Surcharge Fund to operate the Solicitor General's Victim Witness Assistance Program from October 1, 2019 to September 30, 2020. Amend the multi governmental fund 0216 to reflect these revenue and expense. Councilor Davis made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**5. FY2021 Grant Application for Planning Assistance**

**Resolution (392-19):** A resolution authorizing the City Manager of Columbus, Georgia to submit an application for, and if awarded, accept a grant in the amount of \$135,228 or otherwise awarded, from the Department of Transportation, United States of America, and Georgia Department of

Transportation, under Title 49 U.S.C., Section 5303. Councilor Davis made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

## 7. PURCHASES

### A. False Alarm Billing and Tracking Services (Annual Contract) – RFP NO.19-0016

**Resolution (393-19):** A resolution authorizing the execution of an annual contract with Central Square Technologies (Greensboro, NC) for false alarm billing and tracking services for the Columbus Police Department and Columbus Fire & EMS on an “as needed” basis. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

### B. Flatbed Dump Trucks – RFB No. 20-0019

**Resolution (394-19):** A resolution authorizing the purchase of four (4) flatbed dump truck cab & chassis from Wade Ford (Smyrna, GA) for a unit price of \$42,553.00, and a total price of \$170,212.00; and four (4) flatbed dump truck bodies from Transportation Equipment Co. (Albany, GA) at a unit price of \$9,364.00, and a total price of \$37,456.00; for a grand total price of \$207,668.00. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

### C. Full-Size Crew Cab 2WD Pickup Truck – RFB No. 20-0016

**Resolution (395-19):** A resolution authorizing the purchase of one (1) full-size crew cab 2WD pickup truck from Wade Ford (Smyrna, GA) at a unit price of \$28,398.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

### D. Dump Truck Rental (Annual Contract) – RFB No. 20-0007

**Resolution (396-19):** A resolution authorizing an annual contract for the rental of approximately 6 tandem dump trucks, on an “as needed” basis, from D.A.T. Trucking, Inc. (Smiths, AL), for the estimated annual contract value of \$25,000.00. Councilor Davis made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

### E. Miscellaneous Vehicles, Option 1: Mid-Size SUVs – RFB No. 20-0021

**Resolution (397-19):** A resolution authorizing the purchase of two (2) mid-size SUVs (Nissan Pathfinder 4WD 25010) from Alan Jay Automotive Management (Sebring, FL) at a unit price of \$26,273.00, and a total price of \$52,546.00. Councilor Davis made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

## 8. UPDATES AND PRESENTATIONS

### A. Solid Waste Management Plan - Kyle McGee, Assistant Public Works Director

**Assistant Director Kyle McGee (Public Works)** came forward to give a presentation on the Solid Waste Management Plan.

- B. Columbus Convention and Visitor's Bureau Update - Peter Bowden, President, CEO

**Director Peter Bowden (CVB)** came forward to give an update on the efforts of the Columbus Convention and Visitor's Bureau and the positive effects on the local economy.

- C. Elections & Registration Update – Nancy Boren, Executive Director of Elections & Registration

**Director Angelica Alexander (Finance)** came forward to briefly explain the request, as it would be presented by Director Boren and if this request is to be approved, 0.39 reserve days will be used for funding.

**Director Nancy Boren (Elections & Registration)** came forward to give an update on the new equipment for the Elections & Registration Department and to request an additional \$200,000 for the FY2020 budget to meet the requirements of these new machines.

Mayor Pro Tem Allen made a motion to approve the request for \$200,00 in additional funds, seconded by Councilor Woodson and carried unanimously by the seven members present.

- D. City Village/The Mill District Update - Justin Krieg, President and Director of The Mill District

**Deputy City Manager Pam Hodge** came forward to give the history of how City Village/The Mill District came about and to introduce Director Justin Krieg.

**Director Justin Krieg (The Mill District)** came forward to give an update on City Village/The Mill District.

## **BID ADVERTISEMENT**

### **November 15, 2019**

1. **Public Employee Retirement Systems Pension and Benefit Trust Fund ("The Fund") Investment Consulting Services (Annual Contract) – RFP No. 20-0007**

**Scope of RFP**

Provide Columbus Consolidated Government Pension Board with the highest quality consultant services at the lowest cost to taxpayers, to include: Consulting, Custodial, and Fiduciary Services.

The contract period shall be for five (5) years, beginning March 1, 2020 through February 28, 2025.

### **November 19, 2019**

1. **Roofing Services at Riverdale-Porterdale Cemetery Building – RFB No. 20-0030**

A Mandatory Site Visit is scheduled at 11:00 AM (Eastern) on Tuesday, November 19, 2019. Vendors shall convene at the Cemetery Building, which is located at 1000 Victory Drive, Columbus, Georgia 31901.

2. **Roofing Services at Britt David Pottery Studio – RFB No. 20-0032**

A Mandatory Site Visit is scheduled at 9:00 A.M. (Eastern) on Tuesday, November 19, 2019. Vendors shall convene at the entrance of the Britt David Pottery Studio, which is located at 2700 W. Britt David Road, Columbus, Georgia 31909.

**November 20, 2019****1. Claradon Avenue Culvert Replacement & Benning Drive Culvert Extension – RFB No. 20-0024****Scope of RFP**

This project includes culvert work at two separate locations in Columbus, GA. On Claradon Avenue, the scope includes removal and replacement of the existing concrete box culvert along with water line relocations, asphalt, curb and gutter, pavement markings, and signage.

On Benning Drive the scope includes extending the existing concrete culvert to allow for three lanes of traffic. The scope also includes asphalt, curb and gutter, sidewalk, pavement markings, signage, and landscaping.

**December 4, 2019****1. Oil & Lubricants for Metra (Annual Contract) – RFB No. 20-0026****Scope of Bid**

Provide various types of oil & lubricants on an “as needed” basis to the Columbus Consolidated Government (the City) to be utilized by METRA Transit System. The contract term will be for three years.

**December 6, 2019****1. Program Management Services for the Columbus Government Center Complex – RFP No. 20-0009****Scope of RFP**

Columbus Consolidated Government invites qualified firms to submit proposals to provide program management services for the Columbus Government Center Complex project.

**2. Cleaning Services for Architectural Facades and Monuments at Ft Benning Gateway – RFP No. 20-0010****Scope of RFP**

Columbus Consolidated Government is seeking a qualified Contractor to clean two architectural facades and monuments at the Ft Benning Gateway (I 185/Ft Benning & Columbus), to include a traffic control plan that meets GDOT requirements.

**December 11, 2019****1. Roofing Services at Riverdale-Porterdale Cemetery Building – RFB No. 20-0030****Scope of Bid**

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. **Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.**

**2. Roofing Services at Britt David Pottery Studio – RFB No. 20-0032****Scope of Bid**

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. **Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.**

**CLERK OF COUNCIL’S AGENDA****ENCLOSURES - ACTION REQUESTED**



1. **RESOLUTION (398-19):** A Resolution excusing Councilor R. Walker Garrett from the November 12, 2019 Council Meeting. Councilor Davis made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the six members present, with Councilor Woodson being absent for the vote, and Councilors Barnes, Garrett and Huff being absent from the meeting.
2. **BOARD OF TAX ASSESSORS (399-19):** A Resolution appointing Mr. Trey Carmack to the Board of Tax Assessors for a term of beginning on January 1, 2020 and expiring on December 31, 2025. Councilor Davis made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the six members present, with Councilor Woodson being absent for the vote, and Councilors Barnes, Garrett and Huff being absent from the meeting.
3. **CIRCLE:** Email correspondence from Ms. Mattie P. Hall, CIRCLE Chair, submitting a request to declare the seat of Ms. Shanet' Goodwin Whittlesey as vacant, as she will be unable to continue serving on the Commission on International Relations and Cultural Liaison Encounters. Mayor Pro Tem Allen made a motion to declare this seat as vacant, seconded by Councilor House and carried unanimously by the six members present, with Councilor Woodson being absent for the vote, and Councilors Barnes, Garrett and Huff being absent from the meeting.
4. **CIRCLE:** Email correspondence from Ms. Mattie P. Hall, CIRCLE Chair, submitting a request to declare the seat of Ms. Tatsiana Savashynskaya as vacant, as she has previously verbally resigned from her seat on the Commission on International Relations and Cultural Liaison Encounters. Mayor Pro Tem Allen made a motion to declare this seat as vacant, seconded by Councilor House and carried unanimously by the six members present, with Councilor Woodson being absent for the vote, and Councilors Barnes, Garrett and Huff being absent from the meeting.
5. Request to select Councilor Evelyn "Mimi" Woodson to replace former Mayor Pro Tem Evelyn Turner Pugh on the Council Sub-Committee. Councilor Crabb made a motion to approve, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

Councilor Thomas determined this was for the Council Sub-Committee that oversees the Clerk of Council's Office. Mayor Henderson agreed and advised it would be notated for the record.

6. **Minutes of the following boards:**

Board of Tax Assessor, # 38-19 & #39-19.

Development Authority of Columbus October 3, 2019 & October 19, 2019.

Pension Board April 10, 2019 & June 12, 2019.

Mayor Pro Tem Allen made a motion to receive the minutes, seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**BOARD APPOINTMENTS - ACTION REQUESTED**

7. **MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**A. CONVENTION AND VISITORS BOARD OF COMMISSIONERS:**

A nominee for the seat of Paul Pierce (*not eligible to succeed*) as the Restaurant/Retail Trade on the Convention and Visitors Board of Commissioners for a term that expires on December 31, 2019 (*Mayor's Appointment*). There were none.

**B. HOUSING AUTHORITY OF COLUMBUS:**

A nominee for the seat of Tiffani Stacy (*eligible to succeed*) in the Resident Position on the Housing Authority of Columbus for a term that expires on November 16, 2019 (*Mayor's Appointment*). There were none.

**C. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:**

A nominee for the seat of Charles Staples (*eligible to succeed; does not desire reappointment*) as the Business Community Representative on the Pension Fund, Employees' Board of Trustees for a term that expired on June 30, 2019 (*Mayor's Appointment*). There were none.

**8. COUNCIL'S APPOINTMENT- READY FOR VOTE****A. AIRPORT COMMISSION:**

A nominee for the seat of Carl A. Rhodes, Jr. (*eligible to succeed*) on the Airport Commission for a term that expires on December 31, 2019 (*Council's Appointment*).

**The Columbus Airport Commission has submitted the names of Carl A. Rhodes, Jr., Clint Thomas, and Vincent E. Woodward, Jr. for this seat. The Commission is suggesting re-appointment of Carl A. Rhodes, Jr.**

Councilor Thomas made a motion to delay this vote tabulation until the next meeting, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**9. COUNCIL'S APPOINTMENTS- THREE NOMINEES ARE SENT TO THE AUTHORITY FOR SELECTION****A. HOSPITAL AUTHORITY OF COLUMBUS:**

A nominee for the seat of Susan McKnight (*eligible to succeed*) on the Hospital Authority of Columbus for a term that expires on November 14, 2019 (*Council's Appointment*). There were none.

**B. THE MEDICAL CENTER HOSPITAL AUTHORITY:**

A nominee for the seat of Mike Burns (*eligible to succeed*) on The Medical Center Hospital Authority for a term that expires on December 31, 2019 (*Council's Appointment*).

Councilor Thomas nominated Mike Burns, Murray Solomon and Tracy L. Sayers for this seat.

Councilor Thomas made a motion to forward these nominees for the seat of Mike Burns to The Medical Center Hospital Authority, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

A nominee for the seat of Rebecca Rumer (*not eligible to succeed*) on The Medical Center Hospital Authority for a term that expires on December 31, 2019 (*Council's Appointment*).

Councilor Thomas nominated Max L. Brabson, Jr., Murray Solomon and Tracy L. Sayers for this seat.

Councilor Thomas made a motion to forward these nominees for the seat of Rebecca Rumer to The Medical Center Hospital Authority, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting.

**10. COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:**

**A. PERSONNEL REVIEW BOARD:**

A nominee for the seat of Charles Little, Jr. (*not eligible to succeed*) as an Alternate Member on the Personnel Review Board for a term that expires on December 31, 2019 (*Council's Appointment*). There were none.

A nominee for a vacant seat on the Personnel Review Board as an Alternate Member with an expiring term of December 31, 2022 (*Council's Appointment*). There were none.

**B. RECREATION ADVISORY BOARD:**

A nominee for the seat of Michael Peacock (*resigned*) on the Recreation Advisory Board as the District 6 Representative, with a term that is expiring on December 31, 2019 (*Councilor Allen's nominee*). There were none.

**C. REGION SIX REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:**

A nominee for the seat of Edward Barnwell (*resigned*) on the Region Six Regional Advisory Council for Department of Behavioral Health and Developmental Disabilities for a term that expires on June 30, 2019 (*Council's Appointment*). There were none.

**D. TREE BOARD:**

A nominee for the seat of William Consoletti (*not eligible to succeed*) on the Tree Board for a term that expires on December 31, 2019 (*Council's Appointment*). There were none.

A nominee for the seat of Brad Huff (*eligible to succeed – not interested*) on the Tree Board for a term that expires on December 31, 2019 (*Council's Appointment*). There were none.

A nominee for the seat of Candice L. Wayman (*not eligible to succeed*) on the Tree Board as the Environmental Advocacy Group Representative for a term that expires on December 31, 2019 (*Council's Appointment*). There were none.

**UPCOMING BOARD APPOINTMENTS:**

A. Board of Historic & Architectural Review

**EXECUTIVE SESSION:**

At the request of City Attorney Fay, Mayor Pro Tem Allen made a motion to go into executive session to discuss property acquisition/disposal, personnel and potential litigation seconded by Councilor House and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting, and the time being 11:55 a.m.

The Regular Meeting reconvened at 12:29 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss property acquisition/disposal, personnel and potential litigation; however, there were no votes taken.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Davis to adjourn the November 12, 2019 Regular Meeting, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilors Barnes, Garrett and Huff being absent from the meeting, and the time being 12:29 p.m.

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Sandra T. Davis, CMC  
Clerk of Council  
Council of Columbus, Georgia

**Item Attachment Documents:**

2. A resolution recognizing Mr. Rusty Abernathy for bringing Santa Claus at Rusty's Floor Coverings. (Councilor Crabb)

# RESOLUTION

A Resolution recognizing Mr. Rusty Abernathy for bringing Santa Claus to Rusty's Floor Coverings.

WHEREAS, In 2004, Rusty Abernathy was looking for a way to give back to the children of Columbus. He chose the first Saturday in December to hold his celebration. The first year 50 children came to sit on Santa's lap and get a professional picture taken at no charge;

WHEREAS, each year the children are given free toys, hot dogs and juice boxes;

WHEREAS, in 2018, over 400 children were able to talk to Santa and have their picture taken with him and they expect even more children this year;

WHEREAS, Mr. Abernathy will bring Santa Claus on December 7<sup>th</sup> from 11 am - 3 pm to Rusty's Floor Covering at 4319 Meritas Drive, Columbus, Georgia 31904;

WHEREAS, there is never a charge or an expectation of purchase. He serves from his heart and gives back for all the many blessings that he has experienced; and

WHEREAS, this Council wishes to recognize Mr. Rusty Abernathy for his service to the children of Columbus, Georgia.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:

We hereby commend Rusty Abernathy for his service to our community. Columbus is proud of his accomplishments and we wish him continued success in the future. Let a copy of this resolution be forwarded to Mr. Rusty Abernathy.

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Introduced at the CCG Proclamation/Resolution Session of the Council of Columbus, Georgia, held on the 3<sup>rd</sup> day of December, 2019 and adopted by a vote of ten members of said Council.

Councilor Allen	voting <u>yes</u>
Councilor Barnes	voting <u>yes</u>
Councilor Crabb	voting <u>yes</u>
Councilor Davis	voting <u>yes</u>
Councilor Garrett	voting <u>yes</u>
Councilor House	voting <u>yes</u>
Councilor Huff	voting <u>yes</u>
Councilor Thomas	voting <u>yes</u>
Councilor Thompson	voting <u>yes</u>
Councilor Woodson	voting <u>yes</u>

SANDRA T. DAVIS  
CLERK OF COUNCIL

B.H. "SKIP" HENDERSON, III  
MAYOR

**Item Attachment Documents:**

3. A resolution recognizing Mr. Chris Jiles for his service to the Chattahoochee Valley and for his accomplishments. (Councilor Crabb)

RESOLUTION

A Resolution recognizing Mr. Chris Jiles for his service to the Chattahoochee Valley and for his accomplishments.

WHEREAS, Mr. Jiles joined the Columbus Board of Realtors, Georgia Association of Realtors, and National Association of Realtors in 1991; and served as the 2019 President of the Georgia Association of Realtors;

WHEREAS, Chris was the Realtor of the Year for the Columbus Board of Realtors in 2009 and 2019;

WHEREAS, in 2009 he bought a RE/MAX Champions franchise and opened RE/MAX Champions with his business partner Danny Amberson;

WHEREAS, in 2007, he became the President of the Columbus Board of Realtors after having served for one year as the President Elect;

WHEREAS, Chris has served on many Columbus Board of Realtor committees including Strategic Planning and Georgia Association of Realtors Political Action Committee. He chaired the Property Management, Nominating, Million Dollar and Circle of Excellence committees. He has served as a local and State Director;

WHEREAS, he currently serves on the National Association Board of Directors, is on the MLS and Broker Involvement Committees, and is the Federal Political Coordinator for Congressmen Westmoreland and Bishop;

WHEREAS, he has served on several Georgia Association of Realtors committees including Brokers Council, Strategic Planning, State and Local Government Affairs and Chaired the Grievance Committee. He has served as Vice President of Member and Public Services, Professional Development, Government Affairs and Administration and Operations;

WHEREAS, Chris and Sharon Jiles have two children and five grandchildren; and

Whereas, the accomplishments of Chris Jiles are worthy of special recognition by this Council.

NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:

We hereby commend and congratulate Chris Jiles for his achievements in his professional career and his many civic activities. Columbus is proud of his accomplishments and we wish him continued success in the future. Let a copy of this resolution be forwarded to Mr. Chris Jiles.

-----  
Introduced at the CCG Proclamation/Resolution Session of the Council of Columbus, Georgia, held on the 3<sup>rd</sup> day of December, 2019 and adopted by a vote of ten members of said Council.

Councilor Allen	voting <u>yes</u>
Councilor Barnes	voting <u>yes</u>
Councilor Crabb	voting <u>yes</u>
Councilor Davis	voting <u>yes</u>
Councilor Garrett	voting <u>yes</u>
Councilor House	voting <u>yes</u>
Councilor Huff	voting <u>yes</u>
Councilor Thomas	voting <u>yes</u>
Councilor Thompson	voting <u>yes</u>
Councilor Woodson	voting <u>yes</u>

SANDRA T. DAVIS  
CLERK OF COUNCIL

B. H. "SKIP" HENDERSON, III  
MAYOR



**Item Attachment Documents:**

- 1. 2nd Reading - REZN-09-19-6415:** An Ordinance rezoning property located at 5004 / 5012 / 5028 Warm Springs Road (parcel # 100-014-080 / 100-014-079 / 100-014-081). The current zoning is NC (Neighborhood Commercial) Zoning District. The proposed zoning is RO (Residential Office) Zoning District. The proposed use is Townhomes. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is Windsong Bonacre, LLC. (Councilor Crabb)

AN ORDINANCE

NO. \_\_\_\_\_

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **5004 / 5012 / 5028 Warm Springs Road** (parcel # 100-014-080 / 100-014-079 / 100-014-081) from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the aforementioned property from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District:

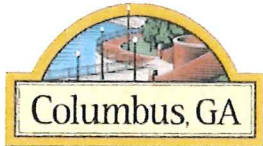
BEGINNING at an iron pin located at the northwesterly comer of the intersection of Warm Springs Road and McCaghren Road, and from said point of the beginning running thence south 67 degrees 06 minutes 30 seconds east, along the southern line of McCaghren Road, a distance of 333.63 feet to an iron pin; running thence south 11 degrees 59 minutes 40 seconds west a distance of 71.35 feet to an iron pin; running thence south 08 degrees 32 minutes 50 seconds west, a distance of 85.22 feet to an iron pin; thence running south 41 degrees 00 minutes 40 seconds west, a distance of 61.62 feet to a pin; thence running south 54 degrees 29 minutes 40 seconds west, a distance of 63.52 feet to a point; thence running south 59 degrees 34 minutes 20 seconds west, a distance of 105.46 feet to a pin; thence running north 51 degrees 13 minutes 10 seconds west, a distance of 49.10 feet to a pin; thence running south 30 degrees 07 minutes 30 seconds west, a distance of 108.91 feet to a pin; thence running north 51 degrees 13 minutes 10 seconds west, a distance of 240.00 feet to a pin; thence running north 30 degrees 07 minutes 30 seconds east, a distance of 368.49 feet to a pin located at the northwestern corner of the intersection of Warm Springs Road and McCaghren Road.

\_\_\_\_\_  
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12<sup>th</sup> day of November, 2019; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Thompson	voting _____
Councilor Woodson	voting _____

\_\_\_\_\_  
**Sandra T. Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

**REZN-09-19-6415**

<b>Applicant:</b>	Windsong Bonacre, LLC
<b>Owner:</b>	Same
<b>Location:</b>	5004 / 5012 / 5028 Warm Springs Road
<b>Parcel:</b>	100-014-080 / 100-014-079 / 100-014-081
<b>Acreage:</b>	2.99 Acres
<b>Current Zoning Classification:</b>	NC (Neighborhood Commercial)
<b>Proposed Zoning Classification:</b>	RO (Residential Office)
<b>Current Use of Property:</b>	Vacant
<b>Proposed Use of Property:</b>	Townhomes
<b>Council District:</b>	District 5 (Crabb)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Inconsistent Planning Area B

<b>Current Land Use Designation:</b>	Vacant								
<b>Future Land Use Designation:</b>	General Commercial								
<b>Compatible with Existing Land-Uses:</b>	Yes								
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
<b>City Services:</b>	Property is served by all city services.								
<b>Traffic Impact:</b>	Average Annual Daily Trips (AADT) will increase by 105 trips if used for residential use. The Level of Service (LOS) will remain at level B.								
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.								
<b>Surrounding Zoning:</b>	<table> <tr> <td><b>North</b></td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td><b>South</b></td><td>SFR1 (Single Family Residential 1)</td></tr> <tr> <td><b>East</b></td><td>RO (Residential Office)</td></tr> <tr> <td><b>West</b></td><td>RMF1 (Residential Multifamily 1)</td></tr> </table>	<b>North</b>	SFR1 (Single Family Residential 1)	<b>South</b>	SFR1 (Single Family Residential 1)	<b>East</b>	RO (Residential Office)	<b>West</b>	RMF1 (Residential Multifamily 1)
<b>North</b>	SFR1 (Single Family Residential 1)								
<b>South</b>	SFR1 (Single Family Residential 1)								
<b>East</b>	RO (Residential Office)								
<b>West</b>	RMF1 (Residential Multifamily 1)								
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.								
<b>School Impact:</b>	N/A								
<b>Buffer Requirement:</b>	<p>The site shall include a Category C buffer along all property lines bordered by the RMF1 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> <li>1) <b>20 feet</b> with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.</li> <li>2) <b>10 feet</b> with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.</li> <li>3) <b>30 feet</b> undisturbed natural buffer.</li> </ol>								
<b>Attitude of Property Owners:</b>	<b>Seventy (70)</b> property owners within 300 feet of the subject properties were notified of the								

rezoning request. The Planning Department received two (2) calls and/or emails regarding the rezoning.

<b>Approval</b>	<b>0 Responses</b>
<b>Opposition</b>	<b>2 Responses</b>

<b>Additional Information:</b>	The Engineering Department would require a taper and decel lane if driveway was placed on Warm Springs Road. The Engineering Departments recommendation is to place the driveway at south property line.
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<b>Attachments:</b>	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Site Plan
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Item #1.



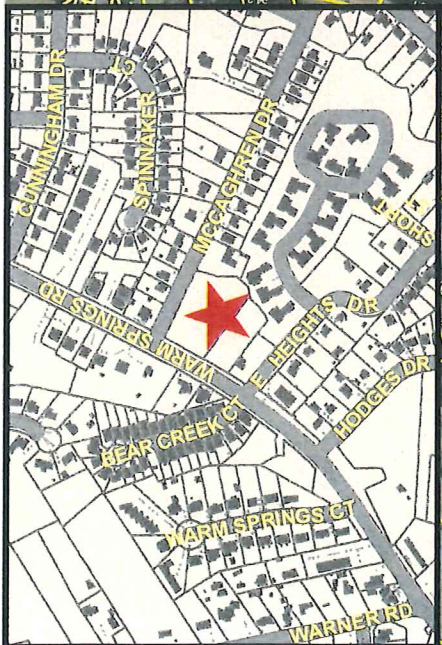
0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

Aerial Map for REZN 9-19-6415  
Map 100 Block 014 Lots 079, 080 & 081  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

This material is made available as a public service.  
Maps and data are to be used for reference purposes only.  
The data contained is subject to constant change.  
Map information is believed to be correct but is not guaranteed.



Date: 9/5/2019







Item #1.



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1 inch = 150 feet  
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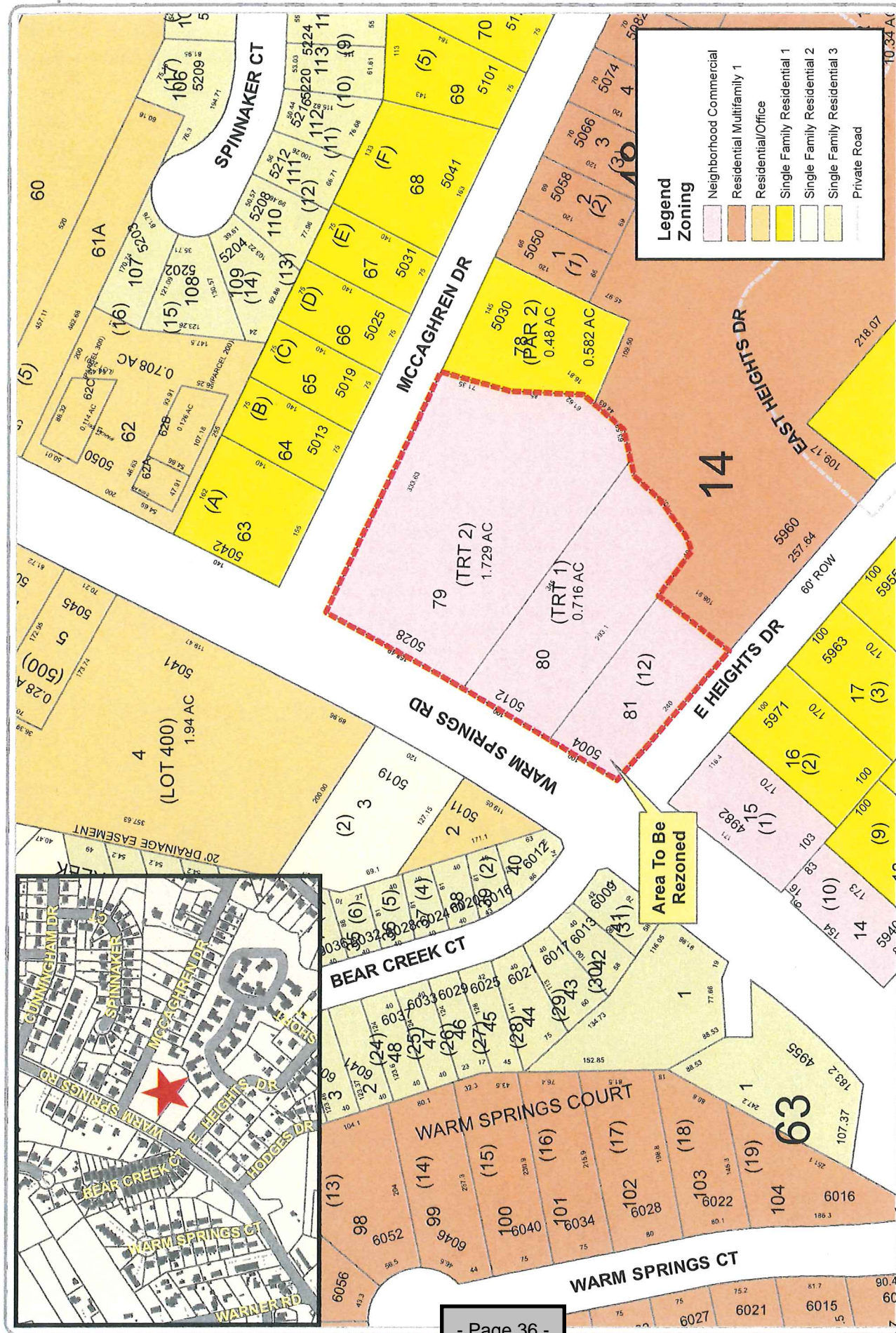
Location Map for REZN 9-19-6415  
Map 100 Block 014 Lots 079, 080 & 081  
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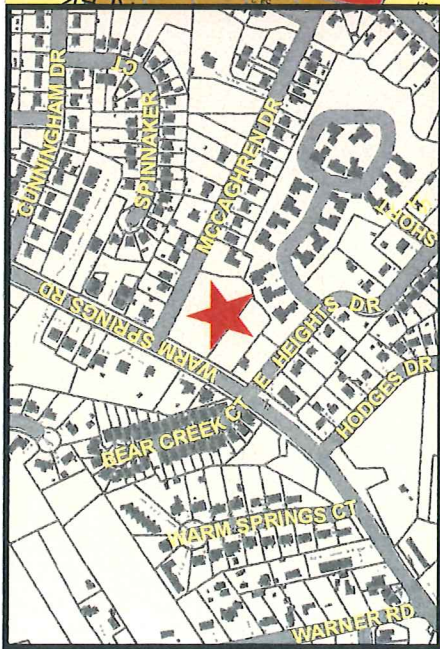
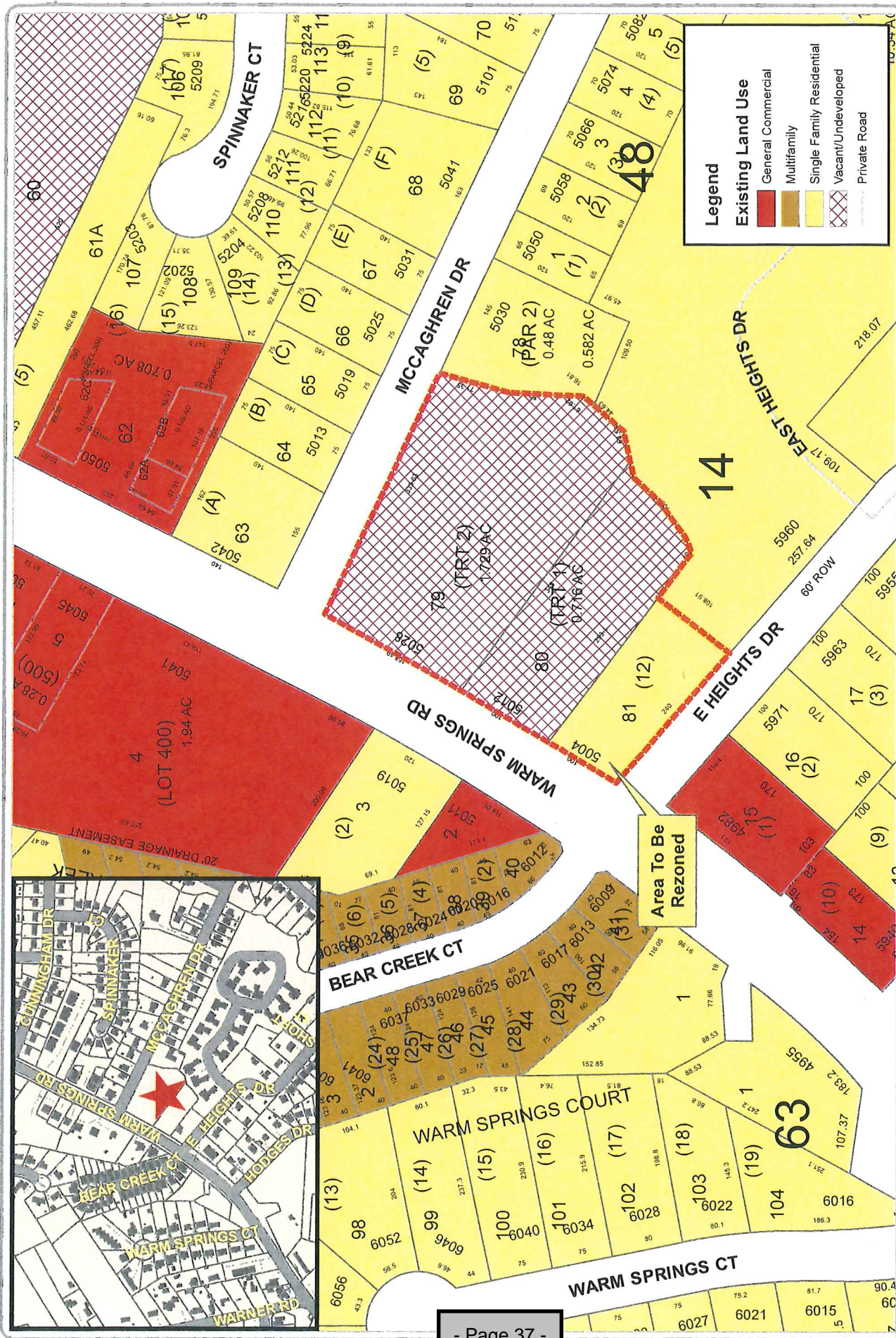
Zoning Map for REZN 9-19-6415  
Map 100 Block 014 Lots 079, 080 & 081  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Map information is believed to be correct but is not guaranteed.



Date: 9/5/2019





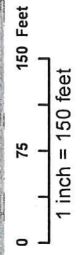
Area To Be  
Rezoned

**Legend**

**Existing Land Use**

- General Commercial
- Multifamily
- Single Family Residential
- Vacant/Undeveloped
- Private Road

Item #1.



Data Source: IT/GIS  
Author: DavidCooper

Existing Land Use Map for REZN 9-19-6415  
Map 100 Block 014 Lots 079, 080 & 081  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.



Date: 9/5/2019



Item #1.



0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

Future Land Use Map for REZN 9-19-6415  
Map 100 Block 014 Lots 079, 080 & 081  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Date: 9/5/2019

**Legend**

**Future Land Use**

- General Commercial
- Mixed Use
- Single Family Residential
- Private Road

Area To Be  
Rezoned

## REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. REZN 09-19-6415  
 PROJECT 5004, 5012, and 5028 Warm Springs Road  
 CLIENT  
 REZONING REQUEST NC to RO

### LAND USE

Trip Generation Land Use Code\* 814 & 945  
 Existing Land Use Neighborhood Commercial - (NC)  
 Proposed Land Use Residential Office - (RO)  
 Existing Trip Rate Unit NC - Acreage converted to square footage.  
 Proposed Trip Rate Unit RO - Number of units

### TRIP END CALCULATION\*

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
<b>Daily (Existing Zoning)</b>					
Specialty Retail Center	814	NC	2,995 Acres	44.32	145
				42.04	137
				20.43	66
					Weekday
					Saturday
					Sunday
				<b>Total</b>	<b>348</b>
<b>Daily (Proposed Zoning)</b>					
Residential Condominium/Townhouse	230	RO	18 Units	5.81	105
				<b>Total</b>	<b>105</b>

Note: \* Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers

### TRAFFIC PROJECTIONS

#### EXISTING ZONING (NC)

Name of Street	Warm Springs Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2018)	16,300
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	348
Total Projected Traffic (2019)	16,648
Projected Level of Service (LOS)**	B

#### PROPOSED ZONING (RO)

Name of Street	Warm Springs Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2018)	16,300
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	105
Total Projected Traffic (2019)	16,405
Projected Level of Service (LOS)**	B

Note: \*\* Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)





**Item Attachment Documents:**

2. **2nd Reading - REZN-09-19-6416:** An Ordinance rezoning property located at 8063 Veterans Parkway (parcel # 073-021-009). The current zoning is LMI (Light Manufacturing / Industrial) Zoning District. The proposed zoning is PMUD (Planned Mixed Use Development) Zoning District. The proposed use is Mixed Use. The Planning Advisory Commission recommends **approval** based on the Staff Report and compatibility with existing land uses. The Planning Department recommends **approval** based on compatibility with existing land uses. The applicant is White Oak Grove, LLC. (Councilor Davis)

AN ORDINANCE

NO. \_\_\_\_\_

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **8063 Veterans Parkway** (parcel # 073-021-009) from LMI (Light Manufacturing / Industrial) Zoning District to PMUD (Planned Mixed Use Development) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the aforementioned property from LMI (Light Manufacturing / Industrial) Zoning District to PMUD (Planned Mixed Use Development) Zoning District:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 294 & 295, 19th District, City of Columbus, Muscogee County, Georgia and being more particularly described as follows:

Beginning at an iron pin found (5/8" rebar) at the intersection common to Land Lots 294, 295, 269 & 270, said pin being the POINT OF BEGNNING; Thence South 08 degrees 34 minutes 45 seconds East, a distance of 197.40 feet to an iron pin found (3/4" crimp top pipe);

Thence North 86 degrees 11 minutes 47 seconds West, a distance of 36.00 feet to a nail found;

Thence North 15 degrees 21 minutes 33 seconds West, a distance of 199.97 feet to an iron pin found (1/2" rebar w/ cap — MMMV);

Thence South 89 degrees 58 minutes 33 seconds East, a distance of 59.44 feet to an iron pin found (5/8" rebar), said pin being the POINT OF BEGINNNG.

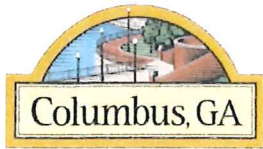
Said tract containing 0.211 acres.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12<sup>th</sup> day of November, 2019; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Thompson	voting _____
Councilor Woodson	voting _____

\_\_\_\_\_  
**Sandra T. Davis**  
Clerk of Council

\_\_\_\_\_  
**B. H. “Skip” Henderson, III**  
Mayor



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
PLANNING DEPARTMENT

Item #2.

## COUNCIL STAFF REPORT

**REZN-09-19-6416**

<b>Applicant:</b>	White Oak Grove, LLC
<b>Owner:</b>	Same
<b>Location:</b>	8063 Veterans Parkway
<b>Parcel:</b>	073-021-009
<b>Acreage:</b>	0.21 Acres
<b>Current Zoning Classification:</b>	LMI (Light Manufacturing / Industrial)
<b>Proposed Zoning Classification:</b>	PMUD (Planned Mixed Use Development)
<b>Current Use of Property:</b>	Residential
<b>Proposed Use of Property:</b>	Mixed Use
<b>Council District:</b>	District 2 (Davis)
<b>PAC Recommendation:</b>	<b>Approval</b> based on the Staff Report and compatibility with existing land uses.
<b>Planning Department Recommendation:</b>	<b>Approval</b> based on compatibility with existing land uses.
<b>Fort Benning's Recommendation:</b>	N/A
<b>DRI Recommendation:</b>	N/A
<b>General Land Use:</b>	Inconsistent Planning Area A
<b>Current Land Use Designation:</b>	Light Manufacturing / Industrial

<b>Future Land Use Designation:</b>	General Commercial								
<b>Compatible with Existing Land-Uses:</b>	Yes								
<b>Environmental Impacts:</b>	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
<b>City Services:</b>	Property is served by all city services.								
<b>Traffic Impact:</b>	N/A								
<b>Traffic Engineering:</b>	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
<b>Surrounding Zoning:</b>	<table> <tr> <td><b>North</b></td><td>PMUD (Planned Mixed Use Development)</td></tr> <tr> <td><b>South</b></td><td>LMI (Light Manufacturing / Industrial)</td></tr> <tr> <td><b>East</b></td><td>PMUD (Planned Mixed Use Development)</td></tr> <tr> <td><b>West</b></td><td>LMI (Light Manufacturing / Industrial)</td></tr> </table>	<b>North</b>	PMUD (Planned Mixed Use Development)	<b>South</b>	LMI (Light Manufacturing / Industrial)	<b>East</b>	PMUD (Planned Mixed Use Development)	<b>West</b>	LMI (Light Manufacturing / Industrial)
<b>North</b>	PMUD (Planned Mixed Use Development)								
<b>South</b>	LMI (Light Manufacturing / Industrial)								
<b>East</b>	PMUD (Planned Mixed Use Development)								
<b>West</b>	LMI (Light Manufacturing / Industrial)								
<b>Reasonableness of Request:</b>	The request is compatible with existing land uses.								
<b>School Impact:</b>	N/A								
<b>Buffer Requirement:</b>	N/A								
<b>Attitude of Property Owners:</b>	<b>Twenty (20)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.								
	<table> <tr> <td><b>Approval</b></td><td><b>0 Responses</b></td></tr> <tr> <td><b>Opposition</b></td><td><b>0 Responses</b></td></tr> </table>	<b>Approval</b>	<b>0 Responses</b>	<b>Opposition</b>	<b>0 Responses</b>				
<b>Approval</b>	<b>0 Responses</b>								
<b>Opposition</b>	<b>0 Responses</b>								
<b>Additional Information:</b>	N/A								
<b>Attachments:</b>	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report								



Item #2.



0 75 150 Feet  
1 inch = 150 feet  
Data Source: IT/GIS  
Author: David Cooper

Aerial Map for REZN 9-19-6416  
Map 073 Block 021 Lot 009  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

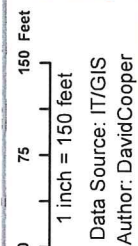
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Maps and data are to be used for reference purposes only.  
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Map information is believed to be correct but is not guaranteed.



Date: 9/5/2019







Location Map for REZN 9-19-6416

Map 073 Block 021 Lot 009

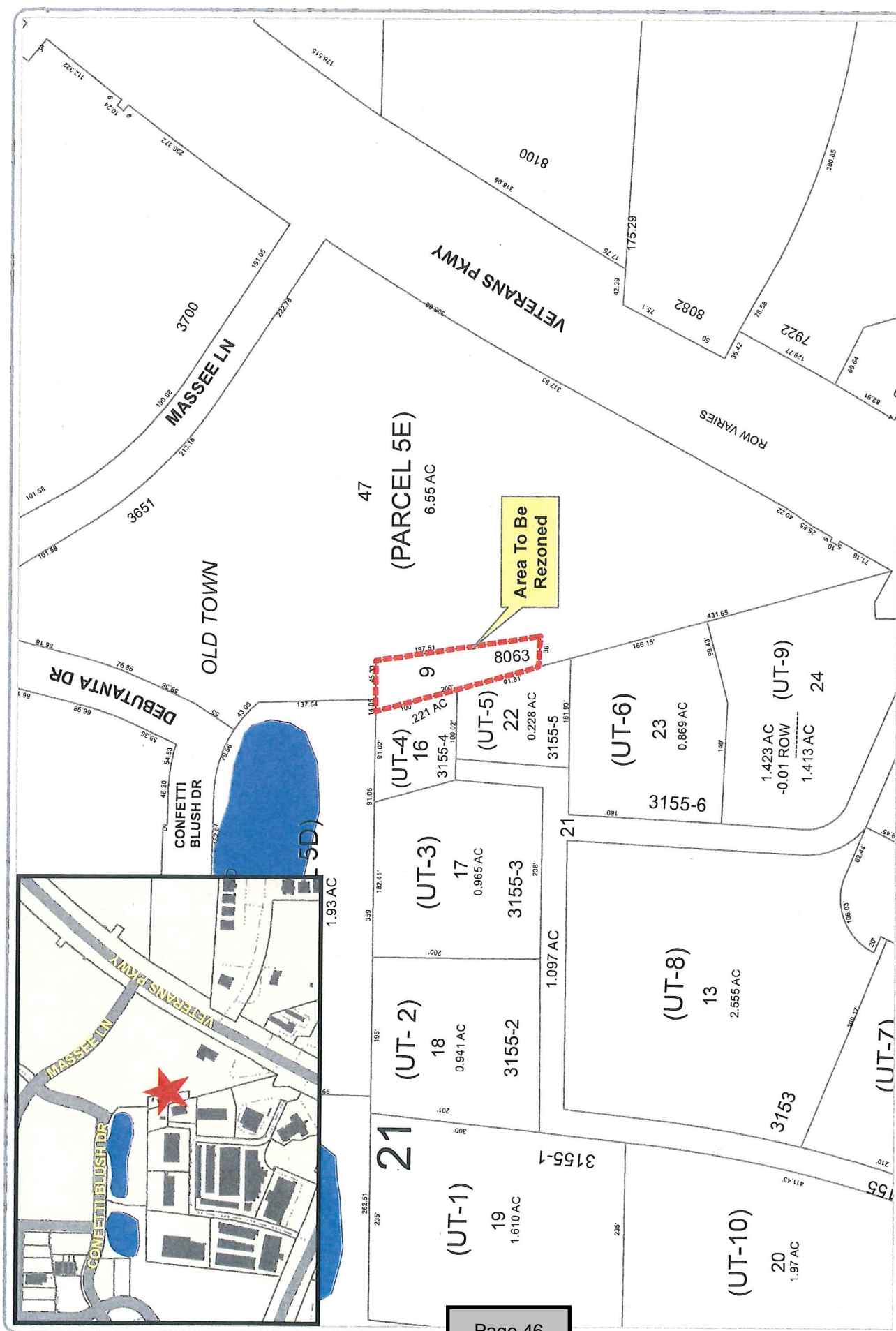
Planning Department-Planning Division

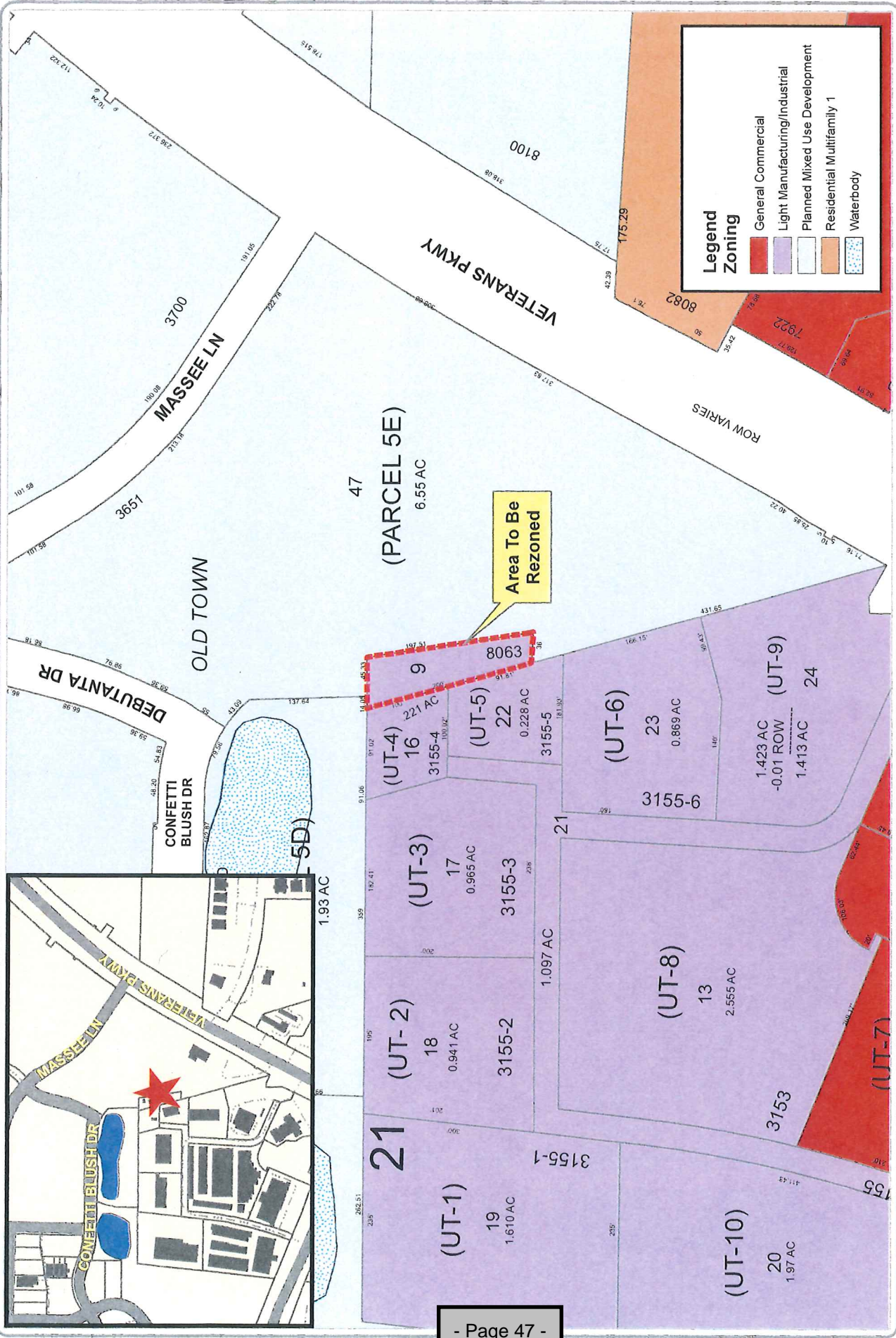
# Prepared By Planning GIS Tech

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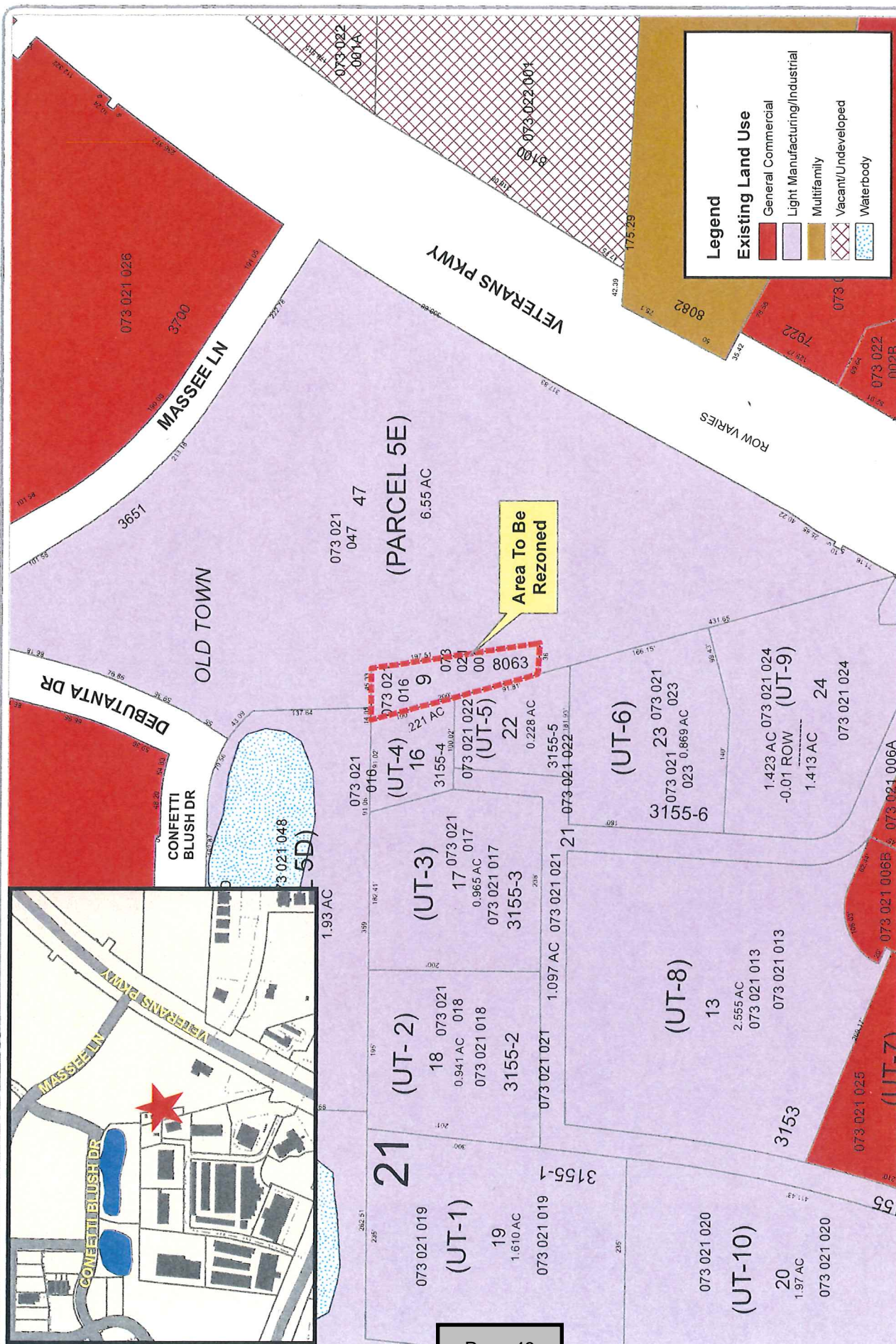
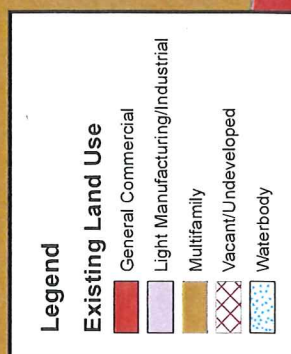


Date: 9/5/2019









0 75 150 Feet

1 inch = 150 feet

Data Source: IT/GIS  
Author: David Cooper

Existing Land Use Map for REZN 9-19-6416  
Map 073 Block 021 Lot 009

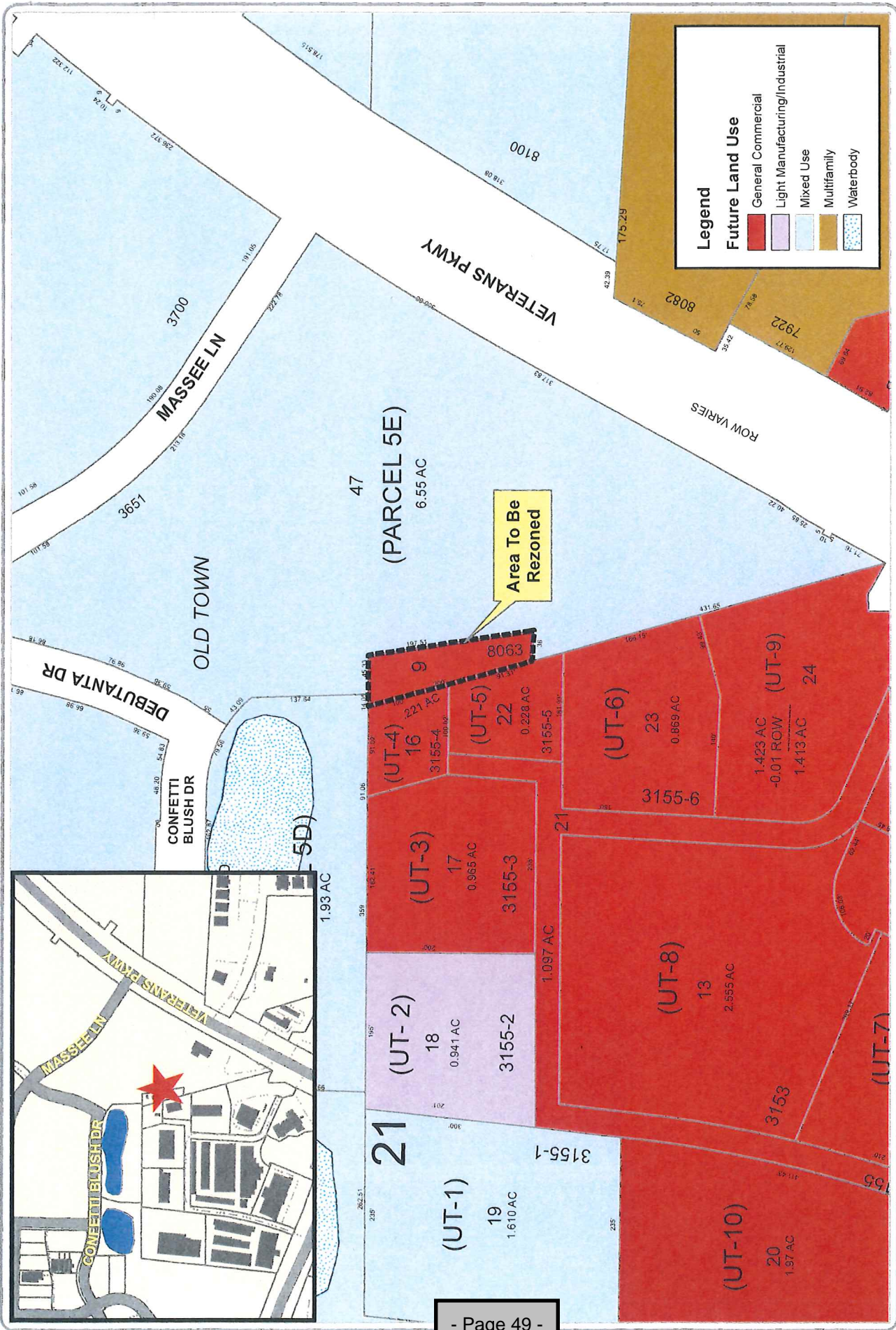
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Date: 9/5/2019





Future Land Use Map for REZN 9-19-6416  
Map 073 Block 021 Lot 009  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Maps and data are to be used for reference purposes only.  
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**Item Attachment Documents:**

- 3. 2nd Reading -** An Ordinance regulating vehicular traffic in Columbus, Georgia by establishing a list of roadways approved for the use of speed detection devices on behalf of the Columbus Consolidated Government; and for other purposes. (Mayor Pro-Tem)

ORDINANCE

NO. \_\_\_\_\_

AN ORDINANCE REGULATING VEHICULAR TRAFFIC IN COLUMBUS, GEORGIA BY ESTABLISHING A LIST OF ROADWAYS APPROVED FOR THE USE OF SPEED DETECTION DEVICES ON BEHALF OF THE COLUMBUS CONSOLIDATED GOVERNMENT; REPEALING CONFLICTING ORDINANCES AND FOR OTHER PURPOSES.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION I.

The attached list of public street segments and their corresponding speed limits is approved for the use of speed detection devices by law enforcement officers.

SECTION II.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 12<sup>th</sup> day of November, 2019, introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of Council.

Councilor Allen	voting	_____
Councilor Barnes	voting	_____
Councilor Crabb	voting	_____
Councilor Davis	voting	_____
Councilor Garrett	voting	_____
Councilor House	voting	_____
Councilor Huff	voting	_____
Councilor Thomas	voting	_____
Councilor Thompson	voting	_____
Councilor Woodson	voting	_____

Sandra T. Davis  
Clerk of Council

B. H. "Skip" Henderson, III  
Mayor

The City of Columbus is hereby requesting that the following roadways be approved for the use of speed detection devices:

**LIST OF ROADWAYS**  
for  
**THE CITY OF COLUMBUS, MUSCOGEE COUNTY**  
**ON-SYSTEM**

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 1 (Veteran's Parkway)	<b>COLUMBUS</b>	State Route 520 (4 <sup>th</sup> Street)	7.20	100 feet north of 15 <sup>th</sup> Street	8.64	1.44	35
S.R. 1 (Veteran's Parkway)	<b>COLUMBUS</b>	100 feet north of 15 <sup>th</sup> Street	8.64	1320 feet north of 18 <sup>th</sup> Street	9.24	0.60	40
S.R. 1 (Veteran's Parkway)	<b>COLUMBUS</b>	1320 feet north of 18 <sup>th</sup> Street	9.24	500 feet north of Moon Road	15.61	6.37	45
S.R. 1 (Veteran's Parkway)	<b>COLUMBUS</b>	500 feet north of Moon Road	15.61	100 feet north of Hancock Road	16.76	1.15	50
S.R. 1 (Veteran's Parkway)	<b>COLUMBUS</b>	100 feet north of Hancock Road	16.76	Harris County Line	19.45	2.69	55
S.R. 22 (J.R. Allen Parkway)	<b>COLUMBUS</b>	Alabama State Line	0.00	Warm Springs Road (Underpass)	8.95	8.95	65
S.R. 22 (J.R. Allen Parkway)	<b>COLUMBUS</b>	Warm Springs Road (Underpass)	8.95	1300 feet west of Flat Rock Rd. (west)	9.25	0.30	55
S.R. 22 (J.R. Allen Parkway / Beaver Run Road)	<b>COLUMBUS</b>	1300 feet west of Flat Rock Rd. (west)	9.25	2250 feet east of Psalmond Road	11.33	2.08	45
S.R. 22 (Beaver Run Road / Macon Road)	<b>COLUMBUS</b>	2250 feet east of Psalmond Road	11.33	3877 feet east of Garrett Road	13.31	1.98	55
S.R. 22 (Beaver Run Road / Macon Road)	<b>COLUMBUS</b>	3877 feet east of Garrett Road	13.31	Talbot County Line	21.86	8.55	65
S.R. 22 CONN. (2 <sup>nd</sup> Ave.)	<b>COLUMBUS</b>	S.R. 85 (Manchester Expressway)	0.00	1320 feet north of S.R. 85 (Manchester Expressway)	0.25	0.25	40
S.R. 22 CONN. (2 <sup>nd</sup> Ave.)	<b>COLUMBUS</b>	1320 feet north of S.R. 85 (Manchester Expressway)	0.25	S.R. 22 (J.R. Allen Parkway)	0.59	0.34	45



STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 22 SPUR (13 <sup>th</sup> St.)	COLUMBUS	S.R. 1 (Veterans Parkway)	0.00	100 feet west of 13 <sup>th</sup> Avenue	0.75	0.75	35
S.R. 22 SPUR (13 <sup>th</sup> St. / Wynnton Rd.)	COLUMBUS	100 feet west of 13 <sup>th</sup> Avenue	0.75	100 feet west of Tate Drive	2.08	1.33	30
S.R. 22 SPUR (Wynnton Rd.) <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Wynnton Elementary</i> 7:00 to 9:00am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	100 feet west of Britt Avenue	1.74	100 feet east of Ada Avenue	1.99	0.25	25
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	100 feet west of Tate Drive	2.08	100 feet west of Forrest Road	3.54	1.46	35
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	100 feet west of Forrest Road	3.54	500 feet east of Saddleridge Drive	6.42	2.88	40
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	500 feet east of Saddleridge Drive	6.42	1000 feet east of Schatulga Road	8.67	2.25	50
S.R. 22 SPUR (Macon Rd.) <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Waddel Elementary</i> 7:00 to 9:00 am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	300 feet west of Miller Road	7.40	300 feet east of Miller Road	7.52	0.12	40
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	1000 feet east of Schatulga Road	8.67	State Route 22 (Beaver Run Road)	10.30	1.63	55
S.R. 85 (14 <sup>th</sup> St.)	COLUMBUS	S.R. 1 (Veterans Parkway)	0.00	2 <sup>nd</sup> Avenue / 14 <sup>th</sup> Street	0.14	0.14	30
S.R. 85 (2 <sup>nd</sup> Ave.)	COLUMBUS	2 <sup>nd</sup> Avenue / 14 <sup>th</sup> Street	0.14	300 feet south of 44 <sup>th</sup> Street	2.37	2.23	35
S.R. 85 (2 <sup>nd</sup> Ave.)	COLUMBUS	300 feet south of 44 <sup>th</sup> Street	2.37	45 <sup>th</sup> Street	2.53	0.16	40
S.R. 85 (Manchester Exprsway)	COLUMBUS	45 <sup>th</sup> Street	2.53	100 feet east of S.R. 1 (Veterans Parkway)	3.50	0.97	40

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 85 (Manchester Exprsway) <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>River Road Elementary</i> 7:00 to 9:00 am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	300 feet west of S.R. 219 (River Road)	2.94	300 feet east of S.R. 219 (River Road)	3.06	0.12	30
S.R. 85 (Manchester Exprsway)	<b>COLUMBUS</b>	100 feet east of S.R. 1 (Veterans Parkway)	3.50	100 feet west of I-185 southbound off ramp	4.71	1.21	45
S.R. 85 (Manchester Exprsway)	<b>COLUMBUS</b>	100 feet west of I-185 southbound off ramp	4.71	2640 feet east of Reese Road	6.35	1.64	50
S.R. 85 (Manchester Exprsway)	<b>COLUMBUS</b>	2640 feet east of Reese Road	6.35	1800 feet south of Warm Springs Rd. (underpass)	6.77	0.42	55
S.R. 85 (Manchester Exprsway)	<b>COLUMBUS</b>	1800 feet south of Warm Springs Rd. (underpass)	6.77	Harris County Line	14.63	7.86	65
S.R. 219 (River Road)	<b>COLUMBUS</b>	S.R. 1 (Veterans Parkway)	0.00	500 feet north of Bradley Park Drive	2.53	2.53	40
S.R. 219 (River Road) <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>River Road Elementary</i> 7:00 to 9:00 am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	150 feet south of Turner Road	1.21	190 feet north of Heath Drive	1.40	0.19	30
S.R. 219 (River Road) <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Brookstone School</i> 7:00 to 9:00 am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	300 feet south of Bradley Park Drive	2.37	300 feet north of Bradley Park Drive	2.49	0.12	30
S.R. 219 (River Road)	<b>COLUMBUS</b>	500 feet north of Bradley Park Drive	2.53	500 feet south of Double Churches Road	4.10	1.57	45
S.R. 219 (River Road)	<b>COLUMBUS</b>	500 feet south of Double Churches Road	4.10	Harris County Line	8.73	4.63	55
S.R. 411 (I-185)	<b>COLUMBUS</b>	3,770 feet north of S.R. 520 (South City Limits of Columbus)	0.00	A point 5090 feet further north of SR 520 (mile marker 1)	1.00	1.00	60
S.R. 411 (I-185)	<b>COLUMBUS</b>	Double Churches Road	1.00	Harris County Line	13.94	13.94	70
S.R. 520 (4 <sup>th</sup> St.)	<b>COLUMBUS</b>	Alabama State Line	0.00	100 feet west of 6 <sup>th</sup> Avenue	0.62	0.62	40
S.R. 520 (Victory Drive)	<b>COLUMBUS</b>	100 feet west of 6 <sup>th</sup> Avenue	0.64	100 feet west of Jackson Avenue	1.40	0.76	35

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 520 (Victory Drive)	<b>COLUMBUS</b>	100 feet west of Jackson Avenue	1.40	Engineer Drive	5.11	3.71	45
S.R. 520 (Victory Drive) *	<b>FT. BENNING RESERVATION</b>	Engineer Drive	5.11	500 feet east of I-185 Northbound off ramp	6.04	0.93	45

\* Not for Speed Detection Device usage since this segment is on Fort Benning Reservation

**OFF-SYSTEM**

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
1 <sup>st</sup> Avenue	<b>COLUMBUS</b>	4 <sup>th</sup> Street (S.R. 520)	29 <sup>th</sup> Street	2.59	30
1 <sup>st</sup> Avenue	<b>COLUMBUS</b>	29 <sup>th</sup> Street	North Gordon Boulevard	0.30	25
01 <sup>st</sup> Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Downtown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of 14 <sup>th</sup> Street	15 <sup>th</sup> Street	0.20	25
02 <sup>nd</sup> Avenue	<b>COLUMBUS</b>	04 <sup>th</sup> St (S.R. 520)	14 <sup>th</sup> Street (S.R. 85)	1.32	30
03 <sup>rd</sup> Avenue	<b>COLUMBUS</b>	04 <sup>th</sup> Street (S.R. 520)	32 <sup>nd</sup> Street	2.78	30
03 <sup>rd</sup> Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Luke</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	100 feet north of 10 <sup>th</sup> Street	310 feet north of 11 <sup>th</sup> Street	0.17	25
05 <sup>th</sup> Avenue	<b>COLUMBUS</b>	04 <sup>th</sup> Street (S.R. 1/S.R. 520)	Talbotton Road	2.04	30
06 <sup>th</sup> Avenue	<b>COLUMBUS</b>	04 <sup>th</sup> Street (S.R. 1/S.R. 520)	Linwood Boulevard	1.53	30
07 <sup>th</sup> Avenue	<b>COLUMBUS</b>	Clinton Place	35 <sup>th</sup> Street	0.25	20
08 <sup>th</sup> Street	<b>COLUMBUS</b>	Front Avenue	10 <sup>th</sup> Avenue	0.87	30
08 <sup>th</sup> Street	<b>COLUMBUS</b>	Buena Vista Road	Illges Road	0.55	30
08 <sup>th</sup> Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Carver High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 west of Annette Avenue	Illges Road	0.27	25
09 <sup>th</sup> Street	<b>COLUMBUS</b>	Bay Avenue	10 <sup>th</sup> Avenue	0.95	30
10 <sup>th</sup> Avenue	<b>COLUMBUS</b>	Victory Drive (S.R. 1/ S.R. 520)	Talbotton Road	2.31	35
10 <sup>th</sup> Street	<b>COLUMBUS</b>	Bay Avenue	10 <sup>th</sup> Avenue	0.95	30
11 <sup>th</sup> Avenue	<b>COLUMBUS</b>	Linwood Boulevard	Talbotton Road	0.52	30
11 <sup>th</sup> Avenue	<b>COLUMBUS</b>	47 <sup>th</sup> Street	Alexander Street	0.53	30
11 <sup>th</sup> Street	<b>COLUMBUS</b>	Bay Avenue	10 <sup>th</sup> Avenue	1.00	30
11 <sup>th</sup> Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Luke</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	240 feet west of 03 <sup>rd</sup> Avenue	360 feet east of 03 <sup>rd</sup> Avenue	0.11	25
12 <sup>th</sup> Avenue	<b>COLUMBUS</b>	Linwood Boulevard	Hamilton Road	1.50	30
12 <sup>th</sup> Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hanan Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	200 feet south of 24 <sup>th</sup> Street	40 feet north of Noble Street	0.12	25
12 <sup>th</sup> Street	<b>COLUMBUS</b>	Bay Avenue	6 <sup>th</sup> Avenue	0.62	30
13 <sup>th</sup> Avenue	<b>COLUMBUS</b>	13 <sup>th</sup> Street (S.R. 22 Spur)	Talbotton Road	1.15	30
13 <sup>th</sup> Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hanan Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	23 <sup>rd</sup> Street	Talbotton Road	0.17	25
13 <sup>th</sup> Street	<b>COLUMBUS</b>	13 <sup>th</sup> Av	Peacock Av	0.69	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
14th Avenue	<b>COLUMBUS</b>	15th Street	17th Street	0.28	30
14th Street	<b>COLUMBUS</b>	10th Avenue	15th Avenue	0.54	30
14th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Downtown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of 01st Avenue	300 feet east of 02nd Avenue (S.R. 85)	0.19	25
15th Street	<b>COLUMBUS</b>	1st Avenue	6th Avenue	0.40	30
15th Street	<b>COLUMBUS</b>	7th Avenue	18th Avenue	0.90	30
15th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Downtown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	1st Avenue	300 feet east of 02nd Avenue (S.R. 85)	0.14	25
17th Avenue	<b>COLUMBUS</b>	17th Street	Warm Springs Road	0.93	30
17th Avenue	<b>COLUMBUS</b>	Warm Springs Road	34th St	0.16	30
17th Avenue	<b>COLUMBUS</b>	34th St	40th St	0.44	25
17th Avenue	<b>COLUMBUS</b>	40th St	Manchester Expressway (S. R. 85)	0.40	30
17th Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Johnson Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	250 feet south of 35th Street	38th Street	0.25	25
17th Street	<b>COLUMBUS</b>	West dead end (west of 5th Avenue)	Marilon Drive	2.31	30
17th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Columbus High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Cherokee Avenue	120 feet east of Forest Avenue	0.21	25
18th Avenue	<b>COLUMBUS</b>	Buena Vista Road	Garrard Street	1.13	30
18th Avenue	<b>COLUMBUS</b>	Garrard Street	Slade Drive	0.47	25
18th Street	<b>COLUMBUS</b>	10th Avenue	18th Avenue	0.75	30
19th Street	<b>COLUMBUS</b>	Wildwood Avenue	Hilton Avenue	0.27	25
23rd Avenue	<b>COLUMBUS</b>	51st Street	North dead end	0.48	25
23rd Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Allen Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	51st Street	235 feet south of Coventry Street	0.11	25
23rd Street	<b>COLUMBUS</b>	02nd Avenue (S.R. 85)	Hamilton Road	0.37	30
23rd Street	<b>COLUMBUS</b>	12th Avenue	19th Avenue	0.61	30
24th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hanan Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	13th Av	700 feet east of 13th Avenue	0.13	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
27th Street	<b>COLUMBUS</b>	Hamilton Road	Talbotton Road	0.41	30
27th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Teenage Parenting Program @ Waverly Terrace</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Beacon Avenue	225 feet southeast of 11th Avenue	0.12	25
28th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Teenage Parenting Program @ Waverly Terrace</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	200 feet east of Beacon Avenue	11th Avenue	0.11	25
29th Street	<b>COLUMBUS</b>	01st Avenue	Veterans Parkway (S.R. 1)	0.57	30
29th Street	<b>COLUMBUS</b>	Hamilton Road	Talbotton Road	0.63	30
30th Avenue	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	Cusseta Road	0.72	30
30th Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>30th Avenue Center</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	325 feet south of Delta Street	300 feet north of North Lumpkin Road	0.22	25
30th Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	175 feet south of Dawson Street	Clover Lane	0.15	25
31st Avenue	<b>COLUMBUS</b>	Cusseta Road	Clover Lane	0.24	25
31st Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	175 feet south of Dawson Street	Clover Lane	0.13	25
32nd Street	<b>COLUMBUS</b>	Hamilton Road	Woodlawn Avenue	0.73	30
32nd Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Jordan High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	50 feet east of 14th Avenue	Woodlawn Avenue	0.28	25
35th Street	<b>COLUMBUS</b>	1st Avenue	River Road (S.R. 219)	0.66	30
35th Street	<b>COLUMBUS</b>	Hamilton Road	17th Avenue	0.66	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
35th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Jordan High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Howard Avenue	50 feet east of Sherwood Avenue	0.23	25
35th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fox Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	250 feet west of 06th Avenue	175 feet east of 07th Avenue	0.15	25
38th Street	<b>COLUMBUS</b>	2nd Avenue (S.R. 85)	Meritas Drive	0.35	30
38th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Johnson Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Woodlawn Avenue	17th Avenue	0.16	25
38th Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fox Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of 05th Avenue	60 feet east of Oates Avenue	0.17	25
39th Street	<b>COLUMBUS</b>	Hamilton Road	17th Street	0.49	30
43rd Street	<b>COLUMBUS</b>	Hamilton Road	17th Avenue	0.32	30
47th Street	<b>COLUMBUS</b>	Kolb Avenue	Veterans Parkway (S.R. 1)	0.24	30
51st Street	<b>COLUMBUS</b>	Kolb Avenue	Veterans Parkway (S.R. 1)	0.42	30
51st Street	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	20th Avenue	0.28	30
51st Street	<b>COLUMBUS</b>	Woodruff Road	St. Francis Avenue	0.28	30
51st Street	<b>COLUMBUS</b>	St. Francis Avenue	Armour Road	0.23	30
52nd Street	<b>COLUMBUS</b>	Turner Road	Kolb Avenue	0.43	30
54th Street	<b>COLUMBUS</b>	River Road (S.R. 219)	Veterans Parkway (S.R. 1)	1.42	30
Access Road (north)	<b>COLUMBUS</b>	Schomburg Road	Blackmon Road	0.44	45
Access Road (south)	<b>COLUMBUS</b>	Schomburg Road	Blackmon Road	0.42	45
Airport Thruway	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	West Britt David Road	1.27	40
Alexander Street	<b>COLUMBUS</b>	11th Avenue	Veterans Parkway (S.R. 1)	0.25	30
Algonquin Dive	<b>COLUMBUS</b>	Flint Drive	East Lindsay Drive	0.59	25
Allied Drive	<b>COLUMBUS</b>	Old Cusseta Road	Caspian Drive	0.60	30
Almond Road	<b>COLUMBUS</b>	Fortson Road	Veterans Parkway (S.R. 1)	1.52	40
Alta Vista Road	<b>COLUMBUS</b>	Morris Road	Forrest Road	0.97	30
Amber Drive	<b>COLUMBUS</b>	Buena Vista Drive	Teresa Street	0.30	30
Amber Drive	<b>COLUMBUS</b>	Teresa Street	Buxton Drive	0.80	25
Amber Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Wesley Heights Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	220 feet south of Glenview Drive	250 feet south of Hunter Road	0.26	20

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Amber Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Kendrick High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>School Days Only</b>	Buena Vista Road	Mill Branch Road	0.48	20
Andrews Road	<b>COLUMBUS</b>	Cusseta Road	Buena Vista Road	1.07	35
Anglin Road	<b>COLUMBUS</b>	Arkansas Drive	Reese Road	0.43	30
Anglin Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Gentian Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Claymore Drive	Westgate Drive	0.31	20
Apex Road	<b>COLUMBUS</b>	38 <sup>th</sup> Street	River Road (S.R. 219)	0.25	30
Arkansas Drive	<b>COLUMBUS</b>	University Avenue	Anglin Road	0.40	30
Armour Avenue	<b>COLUMBUS</b>	Clubview Drive	Warm Springs Road	0.40	30
Armour Road	<b>COLUMBUS</b>	Warm Springs Road	Airport Thruway	1.25	35
Armour Road	<b>COLUMBUS</b>	Airport Thruway	West Britt David Road	0.62	30
Armour Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Britt David Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	450 feet north of Alma Street	West Britt David Road	0.22	25
Auburn Avenue	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Edgewood Road	0.90	30
Avalon Road	<b>COLUMBUS</b>	South dead end	Macon Road (S.R. 22 Spur)	0.90	30
Avondale Road	<b>COLUMBUS</b>	West dead end	South Lumpkin Road	0.68	30
Baker Plaza Drive	<b>COLUMBUS</b>	Benning Drive	East dead end	0.36	30
Baker Plaza Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Muscogee Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Fort Benning Road	East Dead End	0.20	20
Barbara Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	North dead end	0.54	30
Bay Avenue	<b>COLUMBUS</b>	10 <sup>th</sup> Street	12th Street	0.28	25
Beaver Trail	<b>COLUMBUS</b>	Beaver Run Road (S.R. 22)	North dead end	0.72	25
Bedford Avenue	<b>COLUMBUS</b>	Tracey Street	Moline Avenue	0.47	30
Bellanca Street	<b>COLUMBUS</b>	West Britt David Road	Shirehill Lane	0.50	30
Belvedere Drive	<b>COLUMBUS</b>	South dead end	Buena Vista Road	0.60	30
Benning Drive	<b>COLUMBUS</b>	South Lumpkin Road	Cusseta Road	1.60	30
Benning Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Baker Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	700 feet north of Victory Drive (S.R. 520)	300 feet north of Baker Plaza Drive	0.48	25
Biggers Road	<b>COLUMBUS</b>	River Road (S.R. 219)	Whitesville Road	3.00	45
Billings Road	<b>COLUMBUS</b>	Miller Road	Warm Springs Road	1.53	40
Blackmon Road	<b>COLUMBUS</b>	Warm Springs Road	Pierce Chapel Road	2.80	45



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Blackmon Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Blackmon Road Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	1,185 feet north of Warm Springs Road	2,225 feet north of Warm Springs Road	0.20	25
Blan Street	<b>COLUMBUS</b>	Lois Avenue	Paddy Avenue	1.00	30
Box Road	<b>COLUMBUS</b>	Box Circle (north)	Macon Road (S.R. 22 Spur)	0.59	30
Boxwood Boulevard	<b>COLUMBUS</b>	Stratford Drive	Macon Road (S.R. 22 Spur)	0.90	30
Bradley Drive	<b>COLUMBUS</b>	Wynnton Road	13th Street (S.R. 22 Spur)	0.22	25
Bradley Park Drive	<b>COLUMBUS</b>	River Road (S.R. 219)	Whitesville Road	1.60	35
Bradley Park Drive (east)	<b>COLUMBUS</b>	Whitesville Road	Whittlesey Road	0.58	30
Bradley Park Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Brookstone</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet east of River Road (S.R. 219)	300 feet east of Bristol Blvd	0.46	25
Brennan Road	<b>COLUMBUS</b>	Cusseta Road	St. Mary's Road	1.19	35
Bridgewater Road	<b>COLUMBUS</b>	Sherborne Drive	Miller Road	0.39	25
Britton Drive	<b>COLUMBUS</b>	River Road (S.R. 219)	Double Churches Road	0.39	35
Broadmoor Drive	<b>COLUMBUS</b>	Cindy Drive	Diane Avenue	0.67	30
Broadmoor Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Key Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Patsy Lane	Beatrice Avenue	0.22	20
Broadway	<b>COLUMBUS</b>	4th St (S. R. 520)	14th Street (S.R. 85)	1.32	25
Brookfield Drive	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Broadstone Court	0.39	30
Brown Avenue	<b>COLUMBUS</b>	Cusseta Road	Wynnton Road (S.R. 22 Spur)	1.40	30
Brown Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Marshall Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Martin Luther King, Jr. Boulevard	Heard Street	0.23	20
Buena Vista Road	<b>COLUMBUS</b>	13th Avenue (S.R. 22 Spur)	Illges Road	1.69	30
Buena Vista Road	<b>COLUMBUS</b>	Illges Road	Andrea Drive	3.68	35
Buena Vista Road	<b>COLUMBUS</b>	Andrea Drive	Schatulga Road	1.33	45
Buena Vista Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Kendrick High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Winall Drive	300 feet east of Amber Drive	0.12	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Buena Vista Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Georgetown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	450 feet west of Manley Drive	450 feet east of Manley Drive	0.17	25
Buena Vista Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Eastway Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Celia Drive	150 east of Hunt Avenue	0.26	25
Buena Vista Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Brewer Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Roosevelt Street	Martin Luther King, Jr. Boulevard	0.26	20
Bunker Hill Road	<b>COLUMBUS</b>	St. Mary's Road (west)	St. Mary's Road (east)	1.62	30
Camille Drive	<b>COLUMBUS</b>	Cherokee Avenue	Hilton Avenue	0.20	35
Camille Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hardaway High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Clubview Drive	College Drive	0.11	20
Canady Street	<b>COLUMBUS</b>	Moon Road	Frazier Drive	0.44	30
Canberra Avenue	<b>COLUMBUS</b>	West Britt David Road	Winvelly Road	0.42	30
Canterbury Drive	<b>COLUMBUS</b>	Bridgewater Road	Weems Road	1.13	25
Canterbury Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Blanchard Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Charing Drive (north)	Weems Road	0.21	20
Cargo Drive	<b>COLUMBUS</b>	Schatulga Road	Transport Boulevard	1.31	40
Carson Drive	<b>COLUMBUS</b>	Hilton Avenue	Downing Drive	0.50	30
Caspian Drive	<b>COLUMBUS</b>	Joy Road	Oakley Drive	0.30	30
Celia Drive	<b>COLUMBUS</b>	Buena Vista Road	Edgechester Avenue	1.21	30
Celia Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Eastway Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Empire Street	300 feet north of Empire Street	0.11	20
Chalbena Avenue	<b>COLUMBUS</b>	Pollman Street	Floyd Road	0.55	30
Charing Drive	<b>COLUMBUS</b>	Canterbury Drive (south)	Canterbury Drive (north)	0.57	25
Chattsworth Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Midland Road	5.39	45
Cherokee Avenue	<b>COLUMBUS</b>	13 <sup>th</sup> Street	Hilton Avenue	1.88	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Cherokee Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Columbus High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of 17th Street	400 feet south of Leonard Street	0.22	25
Clairmont Drive	<b>COLUMBUS</b>	Rigdon Road	Knight Drive	0.55	30
Clairmont Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Rigdon Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Rigdon Road	West Lindsay Drive	0.13	20
Clover Avenue	<b>COLUMBUS</b>	Cusseta Road	32nd Avenue	0.30	30
Clover Lane	<b>COLUMBUS</b>	Andrews Road	Clover Avenue	0.77	30
Clover Lane <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet southeast of 31st Avenue	150 feet northwest of 30th Avenue	0.14	20
Clubview Drive	<b>COLUMBUS</b>	Lynda Lane	Camille Drive	0.51	30
Clubview Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hardaway High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Camille Drive	150 feet north of Clubview Court	0.16	20
Clubview Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Clubview Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Nancy Street	Edgewood Road	0.22	20
College Drive	<b>COLUMBUS</b>	Clubview Drive	University Avenue	1.01	30
College Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hardaway High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Clubview Drive	East Lindsay Drive	0.33	20
Country Club Road	<b>COLUMBUS</b>	Cherokee Avenue	Meadowview Drive	0.80	30
County Line Road	<b>COLUMBUS</b>	Warm Springs Road	McKee Road	5.54	45
Courtland Avenue	<b>COLUMBUS</b>	Playfield Drive	Forrest Road	0.69	20
Cross County Hill	<b>COLUMBUS</b>	Wells Drive	Auburn Avenue	0.36	30
Cunningham Drive	<b>COLUMBUS</b>	Warm Springs Road	Stoney Creek Drive	0.35	30
Curry Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Dimon Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Dogwood Drive	McCartha Drive	0.19	20

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Cusseta Road	<b>COLUMBUS</b>	10th Avenue	Fort Benning Reservation	4.12	30
Cusseta Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of 30th Avenue	300 feet east of 30th Avenue	0.11	20
Cusseta Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Cusseta Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Alpine Drive	Old Cusseta Road	0.31	20
Dawson Street	<b>COLUMBUS</b>	31st Avenue	23rd Avenue	0.74	25
Dawson Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of 30th Avenue	31st Avenue	0.16	20
Desoto Drive	<b>COLUMBUS</b>	West dead end	Frazier Drive	0.42	30
Diane Avenue	<b>COLUMBUS</b>	Walker Street	Knox Street	0.28	30
Dillingham Street	<b>COLUMBUS</b>	Alabama State Line	Front Avenue	0.23	30
Dogwood Drive	<b>COLUMBUS</b>	Braddock Drive	Buena Vista Road	0.97	30
Dogwood Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Dimon Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Curry Street	150 feet north of Steam Mill Road	0.25	20
Double Churches Road	<b>COLUMBUS</b>	River Road (S.R. 219)	Paprika Lane	2.30	45
Double Churches Road	<b>COLUMBUS</b>	Paprika Lane	Northfield Drive	0.49	40
Double Churches Road	<b>COLUMBUS</b>	Northfield Drive	Veterans Parkway (S.R. 1)	0.21	45
Double Churches Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Double Churches Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	1,300 feet west of Whitesville Road	150 feet east of Whitesville Road	0.27	25
East Lindsay Drive	<b>COLUMBUS</b>	Glenbrook Drive	Warm Springs Road	1.32	30
Edgechester Avenue	<b>COLUMBUS</b>	Harbin Street	Wellborn Drive	0.32	30
Edgewater Drive	<b>COLUMBUS</b>	Double Churches Road	North dead end	0.56	25
Edgewood Road	<b>COLUMBUS</b>	Hilton Avenue	University Avenue	1.56	35



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Edgewood Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Clubview Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Clubview Drive	150 feet east of Sue Mack Drive	0.30	25
Elm Drive	<b>COLUMBUS</b>	Forrest Road	Macon Road (S.R. 22 Spur)	0.61	30
Elm Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Edgewood Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Forrest Road	400 feet north of Jay Street	0.25	20
Engineer Drive	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	Munson Drive	0.44	25
Ethel Avenue	<b>COLUMBUS</b>	Nancy Street	Camille Drive	0.50	30
Ewart Avenue	<b>COLUMBUS</b>	Martin Luther King Jr. Boulevard	Buena Vista Road	0.63	30
Fairview Drive	<b>COLUMBUS</b>	Reese Road (south)	Reese Road (north)	0.73	30
Farr Road	<b>COLUMBUS</b>	Old Cusseta Road	500 feet south of Ford Drive	0.78	35
Farr Road	<b>COLUMBUS</b>	500 feet south of Ford Drive	St. Mary's Road	0.30	25
Flat Rock Road	<b>COLUMBUS</b>	800 feet south of Milgen Road	Beaver Run Road (S. R. 22)	0.31	35
Flat Rock Road	<b>COLUMBUS</b>	J.R. Allen Parkway (S.R. 22)	Warm Springs Road	0.68	40
Flat Rock Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	800 feet south of Milgen Road	0.74	45
Flint Drive	<b>COLUMBUS</b>	East Lindsay Drive	Pontiac Drive	0.72	30
Floyd Road	<b>COLUMBUS</b>	Buena Vista Road	Forrest Road	1.43	35
Floyd Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Wesley Heights Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Luna Drive	300 feet north of Luna Drive	0.11	25
Floyd Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fort Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Forrest Road	300 feet north of Forrest Road	0.12	25
Forest Avenue	<b>COLUMBUS</b>	Wynnton Road (S.R. 22 Spur)	Garrard Street	0.94	30
Forest Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Columbus High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	17th Street	Leonard Street	0.24	20



*Item #3.*

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Forest Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Wynnton Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	14th Street	Wynnton Road (S.R. 22 Spur)	0.24	25
Forrest Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	300 feet east of Reese Road	1.09	30
Forrest Road	<b>COLUMBUS</b>	300 feet east of Reese Road	Nassau Circle (east)	2.00	35
Forrest Road	<b>COLUMBUS</b>	Nassau Circle (east)	Schatulga Road	1.12	40
Forrest Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Forrest Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	1,200 feet west of Courtland Avenue	150 feet east of Courtland Avenue	0.25	25
Forrest Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Edgewood Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	175 feet east of Martha's Loop	150 feet east of Elm Drive/ Morris Road	0.27	20
Forrest Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Pacelli High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	625 feet west of Sheffield Drive	230 feet east of Sheffield Drive	0.16	25
Forrest Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fort Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of Floyd Road/Woodruff Farm Road	300 feet east of Floyd Road/Woodruff Farm Road	0.11	25
Fort Benning Road	<b>COLUMBUS</b>	Fort Benning Reservation	Victory Drive (S.R. 520)	0.58	40
Fort Benning Road	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	Cusseta Road	1.65	35
Fort Benning Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Muscogee Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Baker Plaza Drive	300 feet north of Wade Street	0.43	25
Fort Benning Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Spencer High School</i> 7:00 to 9:00 am 2:00 to 4:00 pm <b>SCHOOL DAYS ONLY</b>	300 feet south of Baker Plaza Drive	300 feet north of Wade Street	0.43	25
Fortson Road	<b>COLUMBUS</b>	Double Churches Road	500 feet north of Williams Road	1.07	35

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Fortson Road	<b>COLUMBUS</b>	500 feet north of Williams Road	Harris County Line	3.22	45
Frazier Drive	<b>COLUMBUS</b>	Morningside Drive	Weems Road	0.49	30
Fulton Road	<b>COLUMBUS</b>	Macon Road (S.R. 22)	County Line Road	2.59	45
Garrard Street	<b>COLUMBUS</b>	16th Avenue	Oak Avenue	0.51	30
Garrett Road	<b>COLUMBUS</b>	Chattsworth Road	Macon Road (S.R. 22)	0.38	35
Garrett Road	<b>COLUMBUS</b>	Yarbrough Road	Mehaffey Road	1.56	45
Garrett Road	<b>COLUMBUS</b>	South dead end	Warm Springs Road	0.78	35
Gateway Road	<b>COLUMBUS</b>	Billings Road	500 feet east of Coca Cola Boulevard	0.56	35
Gateway Road	<b>COLUMBUS</b>	500 feet east of Coca Cola Boulevard	J. R. Allen Parkway (S.R. 22)	1.12	45
Gentian Boulevard	<b>COLUMBUS</b>	Warm Springs Road/railroad tracks	Milgen Road	0.90	35
Georgetown Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Georgetown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Amber Drive	Sweetwater Drive	0.62	25
Goodson Drive	<b>COLUMBUS</b>	Steam Mill Road	Wright Drive	0.74	30
Gray Fox Drive	<b>COLUMBUS</b>	Effingham Way	Natha Way	0.40	25
Gray Shoals Drive	<b>COLUMBUS</b>	Nature Trail	North dead end	0.35	25
Green Island Drive	<b>COLUMBUS</b>	Cascade Court	Gaines Creek Road	1.79	35
Grey Rock Road	<b>COLUMBUS</b>	Veterans Parkway (S. R. 1)	Harris County Line	0.90	45
Grey Rock Road	<b>COLUMBUS</b>	Warm Springs Road	Harris County Line	1.70	45
Hale Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>River Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Walden Street	150 feet north of Heath Drive	0.14	20
Hamilton Road	<b>COLUMBUS</b>	Talbotton Road	Veterans Parkway (S.R. 1)	2.79	30
Hamilton Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Arnold Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of 51st St (south)	300 feet north of 51st St (north)	0.16	25
Hancock Road	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	Blackmon Road	1.12	45
Hawthorne Drive	<b>COLUMBUS</b>	Riverland Drive	South Lumpkin Road	0.66	30
Hearthstone Drive	<b>COLUMBUS</b>	Warm Springs Road	Huntington Trail	0.41	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Heath Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>River Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Hale Drive	River Road (S.R. 219)	0.17	20
Henry Avenue	<b>COLUMBUS</b>	Buena Vista Road	Wynnton Road (S.R. 22 Spur)	0.48	30
High Lane <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Georgetown Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	South dead end	Georgetown Drive	0.17	20
Hilton Avenue	<b>COLUMBUS</b>	13th Street	Warm Springs Road	1.91	35
Hood Street	<b>COLUMBUS</b>	Lawyers Lane	Rigdon Road	0.38	30
Howard Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Jordan High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	32nd Street	150 feet north of 35th Street	0.23	20
Howe Avenue	<b>COLUMBUS</b>	Walker Street	North dead end	1.08	30
Hubbard Road	<b>COLUMBUS</b>	Whitesville Road	Fortson Road	1.81	40
Hunt Avenue	<b>COLUMBUS</b>	Buena Vista Road	Gardiner Drive	0.78	30
Hunt Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Rothschild Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Buena Vista Road	100 feet north of White Oak Street	0.32	20
Hunter Road	<b>COLUMBUS</b>	Floyd Road	Mary Allison Drive	0.65	30
Hunter Road	<b>COLUMBUS</b>	Laney Drive	Schatulga Road	0.97	30
Illges Road	<b>COLUMBUS</b>	Buena Vista Road	Rigdon Road	0.91	30
Illges Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Carver High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	550 feet south of 08th Street	09th Street	0.20	20
Ironstone Drive	<b>COLUMBUS</b>	Broadstone Court	Flagstone Drive	0.49	30
Jackson Road	<b>COLUMBUS</b>	Lynch Road	Garrett Road	1.07	45
Jenkins Road	<b>COLUMBUS</b>	Upatoi Lane	Macon Road (S.R. 22 Spur)	0.24	30
Jenkins Road	<b>COLUMBUS</b>	Macon Road (S.R. 22)	Fulton Road	1.34	45
Joy Road	<b>COLUMBUS</b>	Cusseta Road	Caspian Drive	0.39	30
Kay Circle <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Anne</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	95 feet east of Box Road	Trinity Drive	0.20	25
Knox Street	<b>COLUMBUS</b>	Diane Avenue	East dead end	0.76	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Lakeshore Drive	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	North dead end	0.53	30
Lawyers Lane	<b>COLUMBUS</b>	Martin Luther King Jr. Boulevard	Wynnton Road (S.R. 22 Spur)	1.20	30
Leary Avenue	<b>COLUMBUS</b>	St. Mary's Road	Curry Street	0.49	30
Lemans Lane	<b>COLUMBUS</b>	Huntington Trail	North dead end	0.73	25
Levy Road	<b>COLUMBUS</b>	Fort Benning Road	Fort Benning Drive	0.54	30
Levy Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Baker Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Victory Drive (S.R.520)	Fort Benning Railroad	0.32	20
Linwood Boulevard	<b>COLUMBUS</b>	06th Avenue	13th Avenue	0.66	30
Lloyd Road	<b>COLUMBUS</b>	Double Churches Road	Williams Road	0.68	35
Lois Avenue	<b>COLUMBUS</b>	Walker Street	Blan Street	0.36	30
Lookout Drive	<b>COLUMBUS</b>	Hilton Avenue	Clubview Drive	0.38	25
Lumpkin Boulevard	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	650 feet south of 04th Street	0.78	30
Luna Drive	<b>COLUMBUS</b>	Floyd Road	Celeste Drive	0.82	25
Luna Drive	<b>COLUMBUS</b>	Celeste Drive	Penrod Drive	0.38	30
Lyn Drive	<b>COLUMBUS</b>	Parkway Avenue	Moon Road	0.48	30
Lynch Road	<b>COLUMBUS</b>	Chattsworth Road	Macon Road (S.R. 22)	0.50	35
Lynch Road	<b>COLUMBUS</b>	Macon Road (S.R. 22)	Jackson Road	1.25	45
Lynch Road	<b>COLUMBUS</b>	South dead end (North)	Warm Springs Road	0.53	30
Lynch Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Mathews Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	400 feet south of Jackson Road	North dead End	0.23	25
Manley Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>East Columbus Magnet Academy</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Buena Vista Road	Georgetown Drive	0.18	25
Marilon Drive	<b>COLUMBUS</b>	17th Street	Cross Country Hill	0.26	30
Martin Luther King Jr. Boulevard	<b>COLUMBUS</b>	10th Avenue	Buena Vista Road	2.22	35
Martin Luther King, Jr Boulevard <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Marshall Middle &amp; Davis Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	500 feet west of Havenbrook Court	350 feet east of Brown Avenue	0.34	25
Martin Luther King, Jr Boulevard <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Brewer Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	175 east of Radcliff Avenue	Buena Vista Road	0.39	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
McCartha Drive	<b>COLUMBUS</b>	Naples Drive	St. Mary's Road	0.30	30
McCartha Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Mary's Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	400 feet south of St. Mary's Road	300 feet north of St. Mary's Road	0.13	20
McCartha Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Dimon Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Curry Street	300 feet north of Curry Street	0.11	20
McKee Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	County Line Road	2.91	45
Meadowlark Drive	<b>COLUMBUS</b>	Nightingale Drive	Oakley Drive	0.53	30
Meadowview Drive	<b>COLUMBUS</b>	Carson Drive	Lookout Drive	0.43	30
Mehaffey Road	<b>COLUMBUS</b>	Garrett Road	Harris County	1.10	45
Melrose Drive	<b>COLUMBUS</b>	Rigdon Road	East Lindsay Drive (north)	0.69	30
Meritas Drive	<b>COLUMBUS</b>	38th Street	44th Street	0.59	30
Mesa Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Key Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Patsy Lane	Beatrice Avenue	0.22	20
Midland Road	<b>COLUMBUS</b>	Chattsworth Road	Macon Road (S.R. 22)	0.23	35
Midland Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	County Line Road	2.88	45
Milgen Road	<b>COLUMBUS</b>	Gentian Boulevard	Warm Springs Connector Road	1.03	35
Milgen Road	<b>COLUMBUS</b>	Warm Springs Connector Road	Woodruff Farm Road	1.31	45
Milgen Road	<b>COLUMBUS</b>	Woodruff Farm Road	1,300 feet northeast of Miller Road	0.52	35
Milgen Road	<b>COLUMBUS</b>	1,300 feet northeast of Miller Road	Flat Rock Road	1.32	45
Mill Branch Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Kendrick High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of Valencia Drive	300 feet east of Valencia Drive	0.11	20
Miller Road	<b>COLUMBUS</b>	West Britt David Road	Windsor Drive	0.68	40
Miller Road	<b>COLUMBUS</b>	Moon Road	Milgen Road	2.28	45
Miller Road	<b>COLUMBUS</b>	Milgen Road	Macon Road (S.R. 22 SP)	0.46	35
Miller Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Waddell Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	600 feet north of Arnold Drive	Olde Towne Drive	0.21	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Mobley Road	<b>COLUMBUS</b>	River Road	300 feet west of Jason Court	1.32	45
Mobley Road	<b>COLUMBUS</b>	300 feet west of Jason Court	Whitesville Road	0.44	30
Moon Road	<b>COLUMBUS</b>	Warm Springs Road	Pittman Street	0.49	30
Moon Road	<b>COLUMBUS</b>	Windsor Drive	Wilbur Drive	0.42	40
Moon Road	<b>COLUMBUS</b>	Wilbur Drive	1,000 feet north of Whisper Drive	1.32	35
Moon Road	<b>COLUMBUS</b>	1,000 feet north of Whisper Drive	500 feet north of J. R. Allen Parkway (S.R. 22) north ramps	0.47	40
Moon Road	<b>COLUMBUS</b>	500 feet north of J. R. Allen Parkway (S.R. 22) north ramps	Veterans Parkway (S.R. 1)	0.80	45
Morningside Drive	<b>COLUMBUS</b>	Warm Springs Road	Weems Road	0.65	35
Morris Avenue	<b>COLUMBUS</b>	South dead end	54th Street	0.79	30
Morris Road	<b>COLUMBUS</b>	Buena Vista Road	Forrest Road	2.49	35
Mountainbrook Drive	<b>COLUMBUS</b>	Standing Boy Road	River Road (S.R. 219)	1.00	30
Moye Road	<b>COLUMBUS</b>	Fort Benning Reservation	Buena Vista Road	0.88	35
Munson Drive	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	Shelby Street	1.00	30
Munson Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Benning Hills Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Engineer Drive	Shelby Street	0.30	20
Mustang Drive	<b>COLUMBUS</b>	Bellanca Street	Gruman Avenue	0.56	30
Mutec Drive	<b>COLUMBUS</b>	Woodruff Farm Road	Schatulga Road	1.80	40
Nancy Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Richards Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet west of Clubview Drive	Sue Mack Drive	0.24	20
Nature Trail	<b>COLUMBUS</b>	Double Churches Road	Dead end	0.64	25
Nightingale Drive	<b>COLUMBUS</b>	Meadowlark Drive	St. Mary's Road	0.26	30
Norris Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	University Avenue	0.84	30
North Lumpkin Road	<b>COLUMBUS</b>	Victory Drive (S.R. 520)	Cusseta Road	1.28	35
North Lumpkin Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Martin Luther King, Jr. Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet north of 30th Ave	300 feet south of 30th Ave	0.11	25
North Oakley Drive	<b>COLUMBUS</b>	St. Mary's Road	Claradon Avenue	0.76	30
North Oaks Drive	<b>COLUMBUS</b>	Weems Road	Benson Drive	0.34	30



ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
North Stadium Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Shaw High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	2,630 feet west of Schomburg Road	Schomburg Road	0.50	20
Northstar Drive	<b>COLUMBUS</b>	St. Mary's Road	Steam Mill Road	1.00	35
Northstar Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Dawson Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Kennedy Street	150 feet north of Sentry Street	0.23	25
Oak Avenue	<b>COLUMBUS</b>	Young Street	Springdale Drive	0.28	25
Oakley Drive	<b>COLUMBUS</b>	Caspian Drive	St. Mary's Road	0.50	30
Old Cusseta Road	<b>COLUMBUS</b>	Cusseta Road	Fort Benning Reservation	1.30	35
Old Cusseta Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Cusseta Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Cusseta Road	150 east of Farr Road	0.45	25
Old Dominion Road	<b>COLUMBUS</b>	Colony Drive	East dead end	0.97	30
Old Moon Road	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	South dead end	0.68	35
Old Moon Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Calvary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Timberdale Dr	Cardinal Landing Drive	0.29	25
Old River Road	<b>COLUMBUS</b>	River Road (S.R. 219)	2,640 feet northwest of River Road (S.R. 219)	0.50	40
Old River Road	<b>COLUMBUS</b>	2,640 feet northwest of River Road (S.R. 219)	5,020 feet northwest of River Road (S.R. 219)	0.45	35
Old River Road	<b>COLUMBUS</b>	5,020 feet northwest of River Road (S.R. 219)	1.45 miles northwest of River Road (S.R. 219)	0.50	25
Old River Road	<b>COLUMBUS</b>	1.45 miles northwest of River Road (S.R. 219)	2.62 miles northwest of River Road (S.R. 219)	1.17	35
Old River Road	<b>COLUMBUS</b>	2.62 miles northwest of River Road (S.R. 219)	Harris County Line	0.78	40
Ormand Drive	<b>COLUMBUS</b>	Howe Avenue	South Lumpkin Road	0.39	25
Patsy Lane <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Key Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 feet south of Mesa Street	150 feet north of Broadmoor Drive	0.18	20
Patton Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Benning Hills Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Munson Dr	Meloy Drive	0.28	20

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Pierce Chapel Road	<b>COLUMBUS</b>	Warm Springs Road	Veterans Parkway (S.R. 1)	2.55	45
Pierpoint Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Grace Baptist</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Rosehill Street	300 feet north of Rosehill Street	0.11	25
Pine Needle Drive	<b>COLUMBUS</b>	Windtree Lane (south)	Timbalier Drive	0.45	25
Pittman Street	<b>COLUMBUS</b>	Moon Road	Reed Avenue	0.26	30
Plantation Drive	<b>COLUMBUS</b>	Howe Avenue	South Lumpkin Road	0.49	25
Prado Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Benning Hills</i> Elementary 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Munson Dr	Meloy Drive	0.28	20
Preston Drive	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Carson Drive	0.77	30
Primrose Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Rockdale Drive	0.44	25
Primrose Road	<b>COLUMBUS</b>	Rockdale Drive	Reese Road	0.64	35
Primrose Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Gentian Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	50 feet south of Savannah Drive	Norwood Drive	0.24	25
Princeton Avenue	<b>COLUMBUS</b>	Airport Thruway	Whitesville Road	0.33	25
Psalmond Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Beaver Run Road (S.R. 22)	0.66	35
Psalmond Road	<b>COLUMBUS</b>	Beaver Run Road (S.R. 22)	Warm Springs Road	1.57	45
Psalmond Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Midland Academy</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Warm Springs Road	1,141 feet south of Warm Springs Road	0.42	25
Randall Drive	<b>COLUMBUS</b>	Bradford Drive	Lemans Lane	0.37	30
Reed Avenue	<b>COLUMBUS</b>	Pittman Street	Miller Road	0.30	30
Reese Road	<b>COLUMBUS</b>	Snelling Drive	Macon Road (S.R. 22 Spur)	1.04	30
Reese Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Manchester Expressway (S.R. 85)	2.21	35
Reese Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Reese Road</i> Elementary 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	50 feet south of Delfair Court	Shenandoah Court	0.24	25
Rigdon Road	<b>COLUMBUS</b>	08th Street	Macon Road (S.R. 22 Spur)	1.14	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Rigdon Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Rigdon Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 south of Clairmont Drive	250 feet south of Mimosa Street	0.25	20
Rosehill Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Grace Baptist</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	75 feet east of 13th Avenue	Howard Avenue	0.14	25
Rosemont Drive	<b>COLUMBUS</b>	Phelts Drive	51st Street	1.27	30
Rosewood Drive	<b>COLUMBUS</b>	Buena Vista Road	Hunt Avenue	0.85	25
Savannah Drive	<b>COLUMBUS</b>	Primrose Road	Pickering Drive	0.33	25
Schatulga Road	<b>COLUMBUS</b>	Buena Vista Road	Macon Road (S.R. 22 Spur)	3.79	50
Schaul Street	<b>COLUMBUS</b>	Britt Avenue	Rigdon Road	0.76	30
Schomburg Road	<b>COLUMBUS</b>	Warm Springs Road	500 feet north of Old Post Road	0.33	35
Schomburg Road	<b>COLUMBUS</b>	500 feet north of Old Post Road	Hancock Road	1.30	45
Sears Road	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	North dead end	1.15	30
Seneca Drive	<b>COLUMBUS</b>	Acme Drive	Emerson Avenue	0.26	25
Sheffield Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Pacelli High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	590 north of Woodland Drive	Forrest Road	0.30	25
Shelby Street	<b>COLUMBUS</b>	Victory Drive (S.R. 1 / S.R. 520)	Club House Road	0.99	25
Shelby Street <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Benning Hills Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of Munson Dr	300 feet east of Munson Dr	0.11	20
Shepherd Drive	<b>COLUMBUS</b>	Martin Luther King Jr. Boulevard	Brown Avenue	0.79	30
Shepherd Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Marshall Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	17th Avenue	Brown Avenue	0.40	20
Sherborne Drive	<b>COLUMBUS</b>	Bridgewater Road	Charing Drive	0.52	25
Smith Road	<b>COLUMBUS</b>	Whitesville Road	Fortson Road	3.06	45
Somerset Avenue	<b>COLUMBUS</b>	Hendrix Street	Avondale Road	0.61	25
South Lumpkin Road	<b>COLUMBUS</b>	Fort Benning Reservation	Walker Street	1.85	45

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
South Lumpkin Road	<b>COLUMBUS</b>	Walker Street	Victory Drive (S.R. 520)	1.47	35
South Lumpkin Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Eddy Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Glen Street	165 feet north of Torch Hill Road	0.38	25
South Stadium Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Shaw High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	1,760 feet west of Schomburg Road	Schomburg Road	0.33	25
Springlake Drive	<b>COLUMBUS</b>	Hillbrook Avenue	Raintree Drive	0.73	25
St. Mary's Road	<b>COLUMBUS</b>	Buena Vista Road	Fort Benning Reservation	3.46	35
St. Mary's Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Mary's Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of Farr Road	300 feet east of Farr Road	0.11	25
St. Mary's Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>St. Mary's Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	900 feet west of McCartha Drive	300 feet east of McCartha Drive	0.23	25
Standing Boy Road	<b>COLUMBUS</b>	Green Island Drive	903 feet south of Mountainbrook Drive	0.68	30
Standing Boy Road	<b>COLUMBUS</b>	903 feet south of Mountainbrook Drive	150 feet north of Mountainbrook Dr	0.20	25
Standing Boy Road	<b>COLUMBUS</b>	150 feet north of Mountainbrook Dr	Rolling Bend Road	1.51	30
Steam Mill Road	<b>COLUMBUS</b>	Buena Vista Road	Pinecrest Drive	2.24	35
Steam Mill Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Dimon Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	150 west of Dogwood Drive	500 feet east of McCartha Drive	0.30	25
Stoney Creek Drive	<b>COLUMBUS</b>	Colony Drive	Willamsburg Drive	0.35	30
Sue Mack Drive	<b>COLUMBUS</b>	Auburn Avenue	College Drive	0.93	25
Sue Mack Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Richards Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	180 feet south of Nancy Street	Edgewood Road	0.17	25
Talbotton Road	<b>COLUMBUS</b>	02nd Avenue (S.R. 85)	12th Avenue	0.93	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Talbotton Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hanan Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	220 feet west of 27th Street	260 feet west of 28th Street	0.36	20
Torch Hill Road	<b>COLUMBUS</b>	Fort Benning Reservation	Fort Benning Road	0.38	30
Torch Hill Road	<b>COLUMBUS</b>	Fort Benning Road	South Lumpkin Road	0.56	35
Torch Hill Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>South Columbus Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	815 feet north of Matheson Road	South Lumpkin Road	0.23	25
Transport Boulevard	<b>COLUMBUS</b>	Schatulga Road	Macon Road (S.R. 22 Spur)	0.57	40
Trapper Way	<b>COLUMBUS</b>	Beaver Trail	Widgeon Drive	0.36	25
Trinity Drive <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Pacelli High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Box Road	Forrest Road	0.21	25
Turner Road	<b>COLUMBUS</b>	River Road (S.R. 219)	52nd Street	0.35	30
University Avenue	<b>COLUMBUS</b>	Macon Road (S.R. 22 Spur)	Gentian Boulevard	1.32	35
Upatoi Lane	<b>COLUMBUS</b>	Fulton Road	McKee Road	2.48	45
Valley Road	<b>COLUMBUS</b>	University Avenue	200 feet north of Valley Drive	0.28	25
Vultee Drive	<b>COLUMBUS</b>	Westbrook Drive	Catalina Drive	0.59	30
Walker Street	<b>COLUMBUS</b>	Lois Avenue	South Lumpkin Road	1.06	30
Warm Springs Road	<b>COLUMBUS</b>	12th Avenue	Crestview Drive	1.18	30
Warm Springs Road	<b>COLUMBUS</b>	Crestview Drive	Gentian Boulevard	1.24	40
Warm Springs Road	<b>COLUMBUS</b>	Gentian Boulevard	Milgen Road	0.90	35
Warm Springs Road	<b>COLUMBUS</b>	Manchester Expressway (S.R. 85)	Warm Springs Road Connector	1.39	35
Warm Springs Road	<b>COLUMBUS</b>	Miller Road	Pierce Chapel Road	3.67	40
Warm Springs Road	<b>COLUMBUS</b>	Pierce Chapel Road	Harris County Line	3.41	45
Warm Springs Road Connector	<b>COLUMBUS</b>	Milgen Road	Miller Road	0.60	35
Warm Springs Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Midland Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	350 feet west of Pierce Chapel Road	375 feet east of Psalmond Road	0.44	25
Warm Springs Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Hanan Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Talbotton Road	14th Avenue	0.22	25

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Warner Road	<b>COLUMBUS</b>	Jane Lane	1,000 feet east of Jane Lane	0.19	25
Warner Road	<b>COLUMBUS</b>	1,000 feet east of Jane Lane	Warm Springs Road	0.40	30
Watkins Drive	<b>COLUMBUS</b>	Dead end (west)	Lamore Street	0.37	25
Weems Road	<b>COLUMBUS</b>	Whittlesey Boulevard	Morningside Drive	2.39	35
Weems Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Blanchard Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Lynridge Avenue	150 feet east of Parkway Avenue	0.28	25
Wellborn Drive	<b>COLUMBUS</b>	Kingsberry Street	Forrest Road	1.41	25
West Britt David Road	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	Airport Thruway	1.05	30
West Britt David Road	<b>COLUMBUS</b>	Airport Thruway	Miller Road	0.49	40
West Britt David Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Britt David Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet west of Bellanca Street	300 feet east of Bellanca Street	0.11	25
West Britt David Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Britt David Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>School Days Only</b>	Springhill Avenue	150 feet east of Armour Road	0.17	25
Westminster Way	<b>COLUMBUS</b>	Airport Thruway	23rd Avenue	0.30	30
Whippoorwill Lane	<b>COLUMBUS</b>	Caspian Drive	Robin Road	0.55	25
Whitesville Road	<b>COLUMBUS</b>	Airport Thruway	Veterans Parkway (S.R. 1)	0.46	30
Whitesville Road	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	Williams Road	3.25	40
Whitesville Road	<b>COLUMBUS</b>	Williams Road	Harris County Line	2.82	45
Whitesville Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Double Churches Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	450 feet south of Double Churches Road	1,500 feet north of Double Churches Road	0.38	25
Whittlesey Boulevard	<b>COLUMBUS</b>	Veterans Parkway (S.R. 1)	Moon Road	1.90	40
Whittlesey Road (east)	<b>COLUMBUS</b>	Whitesville Road	Veterans Parkway (S.R. 1)	0.69	35
Whittlesey Road (west)	<b>COLUMBUS</b>	Bradley Park Drive	Whitesville Road	0.60	30
Wickham Drive	<b>COLUMBUS</b>	St. Mary's Road	Steam Mill Road	0.96	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Widgeon Drive	<b>COLUMBUS</b>	Beaver Trail (south)	North dead end	0.87	25
Wilder Drive	<b>COLUMBUS</b>	Dirk Way	Higgs Drive	0.54	30
Wildwood Avenue	<b>COLUMBUS</b>	Wynnton Road (S.R. 22 Spur)	Garrard Street	0.94	30
Wildwood Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Wynnton Road Elementary</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Wynnton Road (S. R. 22 Spur)	14th Street	0.19	20
Williams Road	<b>COLUMBUS</b>	Whitesville Road	Veterans Parkway (S.R. 1)	1.98	45
Windsor Drive	<b>COLUMBUS</b>	Miller Road	Lyn Drive	0.90	30
Winkfield Place	<b>COLUMBUS</b>	Bridgewater Road	Dead end	0.41	20
Woodlawn Avenue	<b>COLUMBUS</b>	Warm Springs Road	39th Street	0.57	30
Woodlawn Avenue <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Jordan High</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	30th Street	150 feet north of 38th St	0.48	20
Woodruff Farm Road	<b>COLUMBUS</b>	Forrest Road	1,320 feet north of Forrest Road	0.25	35
Woodruff Farm Road	<b>COLUMBUS</b>	1,320 feet north of Forrest Road	1,000 feet north of Branton Lane	0.36	40
Woodruff Farm Road	<b>COLUMBUS</b>	1,000 feet north of Branton Lane	1,500 feet south of Macon Road (S.R. 22 Spur)	1.19	45
Woodruff Farm Road	<b>COLUMBUS</b>	1,500 feet south of Macon Road (S.R. 22 Spur)	1,300 feet north of Macon Road (S.R. 22 Spur)	0.53	35
Woodruff Farm Road	<b>COLUMBUS</b>	1,300 feet north of Macon Road (S.R. 22 Spur)	Milgen Road	0.58	45
Woodruff Farm Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fort Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	Cranston Drive	850 feet south of London Street	0.38	25
Woodruff Farm Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Fort Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	300 feet south of Forrest Road	300 feet north of Forrest Road	0.12	25
Woodruff Road	<b>COLUMBUS</b>	Manchester Expressway (S.R. 85)	North dead end	0.49	30
Woodruff Road	<b>COLUMBUS</b>	Warm Springs Road	Manchester Expressway (S.R. 85)	0.57	35
Woodruff Road <b>SCHOOL ZONE</b>	<b>COLUMBUS</b> <i>Arnold Middle</i> 7:00 to 9:00 AM 2:00 to 4:00 PM <b>SCHOOL DAYS ONLY</b>	200 feet south of 51st Street (south)	200 feet north of 51st Street (north)	0.10	20
Wooldridge Road	<b>COLUMBUS</b>	Fortson Road	Veterans Parkway (S.R. 1)	1.90	45
Wright Drive	<b>COLUMBUS</b>	Bermuda Street	Buena Vista Road	0.64	30



<b>ROAD NAME</b>	<b>WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i></b>	<b>FROM</b>	<b>TO</b>	<b>LENGTH IN MILES</b>	<b>SPEED LIMIT</b>
Yancey Street	<b>COLUMBUS</b>	Reed Avenue	Webb Avenue	0.20	30
Yarbrough Road	<b>COLUMBUS</b>	Lynch Road	Garrett Road	0.84	45
Yosemite Drive	<b>COLUMBUS</b>	Shenandoah Drive	Sears Road (South)	0.68	25

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Signature of Governing Authority:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

Sworn and Subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Councilman

\_\_\_\_\_  
Columbus State University President

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	11/012/2019-2019 Radar List Approval for GDOT and non-GDOT Routes in Columbus
<b>AGENDA SUMMARY:</b>	Adoption of an ordinance listing the roadways approved for use of speed detection devices (radar) on all GDOT Routes and non-GDOT Routes in Columbus-Muscogee County.
<b>INITIATED BY:</b>	Department of Engineering

**Recommendation:** Adopt an ordinance listing the roadways approved for the use of speed detection devices (radar) on all Georgia Department of Transportation (GDOT) routes and non-GDOT routes in Columbus/Muscogee County.

**Background:** Section 40-14-2 of the Georgia Code requires all counties and municipalities to have an approved list of streets where speed detection devices (radar) may be used by law enforcement agencies to enforce speed limits. The approved list is submitted to the Department of Public Safety (DPS) every three years by the counties and municipalities. The signed list will be returned to DPS via GDOT. Columbus current list expires December 31, 2019.

**Analysis:** The Department of Engineering has reviewed the list and compared it to the current list. The 2019 list contains the following changes:

1. School Zone was removed for Daniel Middle School (Manchester Expressway-S.R.85) and Westminster School (Double Churches Road).
2. The School Zone was modified for the newly constructed Spencer High School.
3. A School Zone was added on 3<sup>rd</sup> Avenue for St Luke School.
4. The speed limit for Double Churches Road was lowered from 45 MPH to 40 MPH between Northfield Drive and Paprika Lane per traffic study.

**Financial Considerations:** The City will be responsible for the cost of installation and removal of conflicting signs.

**Legal Considerations:** Columbus must have a current radar list on file with Georgia Department of Public Safety in order for its Public Safety Officers to deploy radar for speed enforcement.

**Recommendation/Action:** Adopt an ordinance listing the roadways approved for the use of speed detection devices (radar) on all Georgia Department of Transportation (GDOT) routes and non-GDOT routes in Columbus/Muscogee County.

**Item Attachment Documents:**

- 4. 1st Reading -** An Ordinance amending Chapter 14 of the Columbus Code to repeal Columbus Code Section 14-60.3., which prohibits tattooing on Sunday or Sabbath days; and for other purposes. (Councilor Garrett)

AN ORDINANCE

NO.

An Ordinance amending Chapter 14 of the Columbus Code to repeal Columbus Code Section 14-60.3. which prohibits tattooing on Sunday or Sabbath days; and for other purposes.

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THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION 1.

Section 14-60.3. of the Columbus Code is hereby repealed in its entirety and replaced with a new Section 14-60.3. to read as follows:

"Sec. 14-60.3. **Reserved.**"

SECTION 2.

All Ordinances in conflict with this ordinance are hereby repealed.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 3<sup>rd</sup> day of December, 2019, introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting	
Councilor Barnes	voting	
Councilor Crabb	voting	
Councilor Davis	voting	
Councilor Garrett	voting	
Councilor House	voting	
Councilor Huff	voting	
Councilor Thomas	voting	
Councilor Thompson	voting	
Councilor Woodson	voting	

\_\_\_\_\_  
Sandra T. Davis  
Clerk of Council

\_\_\_\_\_  
B. H. "Skip" Henderson, III  
Mayor



**Item Attachment Documents:**

5. **1st Reading** - An ordinance amending Ordinance No. 19-027, the Budget for the Fiscal Year 2020, Beginning July 1, 2019, and ending June 30, 2020, reclassifying certain positions of the Consolidated Government of Columbus, Georgia; and for other purposes. (Request of Superior Court Clerk) (Budget Review Committee) (Delayed 10-22-19)

**ORDINANCE**  
**NO.\_\_\_\_\_**

AN ORDINANCE AMENDING ORDINANCE NO. 19-027, THE BUDGET FOR THE FISCAL YEAR 2020, BEGINNING JULY 1, 2019, AND ENDING JUNE 30, 2020, RECLASSIFYING CERTAIN POSITIONS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA; AND FOR OTHER PURPOSES.

**THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS, AS FOLLOWS:**

**SECTION 1.**

Ordinance No. 19-027 and the Position Classification Plan are hereby amended, effective January 1, 2020, to add the following reclassifications:

Clerk of Superior Court – Three (3) Existing Employees Pay Increases:
(1) Job Title: Assistant Chief Deputy Clerk, Position # 0105
Pay Grade/Salary: From G18A - \$43,022.34 to G18C - \$45,200.32
(2) Job Title: Senior Deputy Clerk, Position # 0104
Pay Grade/Salary: From G14H - \$41,972.84 to G14I - \$43,022.32
(3) Job Title: Senior Deputy Clerk, Position# 0402
Pay Grade/Salary: From G14E - \$38,976.10 to G14G - \$40,949.26

**SECTION 2.**

This ordinance shall become effective as of January 1, 2020.

**SECTION 3.**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 3<sup>rd</sup> day of December, 2019; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting \_\_\_\_\_

Councilor Barnes voting \_\_\_\_\_

Councilor Crabb voting \_\_\_\_\_

Councilor Davis voting \_\_\_\_\_

Councilor Garrett voting \_\_\_\_\_

Councilor House voting \_\_\_\_\_

Councilor Huff voting \_\_\_\_\_

Councilor Thomas voting \_\_\_\_\_

Councilor Thompson voting \_\_\_\_\_

Councilor Woodson voting \_\_\_\_\_

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**Item Attachment Documents:**

- 6. 1st Readings** - An ordinance amending Chapter 18 of the Columbus Code to repeal and replace Columbus Code Section 18-2.2. pertaining to notice and other procedures for temporary street closings; and for other purposes. (Councilor Huff)

## AN ORDINANCE

NO.

An Ordinance amending Chapter 18 of the Columbus Code to repeal and replace Columbus Code Section 18-2.2. pertaining to notice and other procedures for temporary street closings; and for other purposes.

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THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

## SECTION 1.

Section 18-2.2. of the Columbus Code is hereby repealed in its entirety and replaced with a new Section 18-2.2. to read as follows:

"(a) Whenever it is necessary for any purpose, to close a street or roadway in Columbus temporarily, other than in cases of emergency, the public shall be notified by the posting of a notice on the official web-site of the consolidated government as well as at a prominent location in an administrative office building of the consolidated government designated by the Clerk of Council. The notice shall be posted at least three days prior to the closing of such street or roadway and shall state the date on which such street or roadway closed and the duration of time such street or roadway shall be closed.

(b) Persons, firms, business or other organizations that are not a part of the consolidated government desiring the temporary closure of a public street or right-of way shall make application to the Chief of Police on such form as he may designate for such purpose at least thirty (30) days prior to the date requested for the temporary closure. The Chief of Police shall obtain or cause to be obtained all data required on the application form. After consultation with the Traffic Engineer, the Chief of Police shall approve or deny the application and shall sign and date his approval or denial. The Chief of Police or his designee shall notify the applicant and the Clerk of Council of his determination in writing.

(c) If the application is denied, the applicant may within fifteen (15) days of the denial date notify the Clerk of Council of applicant's desire to appeal the denial to Council and the Clerk shall place the request on the agenda for the next regular Council

meeting, where the Council will review the application and determine whether to affirm, modify or reverse the determination of the Chief of Police. The Clerk of Council shall as soon as practical thereafter, notify the applicant in writing of the Council's determination.

(d) Upon approval of an application by the Chief of Police or Columbus Council, the Clerk of Council shall, as soon as practical, notify the following; Columbus Fire and EMS Department, Public Works Department, the Traffic Engineer, the Department of Transportation (METRA), the 911 Center, and the City Manager. The Clerk shall also post the official notices required by paragraph (a) above."

## SECTION 2.

All Ordinances in conflict with this ordinance are hereby repealed. Resolution No. 234-11 is hereby also rescinded.

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Introduced at a regular meeting of the Council of Columbus, Georgia held on the 3<sup>rd</sup> day of December, 2019, introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting	<u>                    </u>
Councilor Barnes	voting	<u>                    </u>
Councilor Crabb	voting	<u>                    </u>
Councilor Davis	voting	<u>                    </u>
Councilor Garrett	voting	<u>                    </u>
Councilor House	voting	<u>                    </u>
Councilor Huff	voting	<u>                    </u>
Councilor Thomas	voting	<u>                    </u>
Councilor Thompson	voting	<u>                    </u>
Councilor Woodson	voting	<u>                    </u>

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Sandra T. Davis  
Clerk of Council

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B. H. "Skip" Henderson, III  
Mayor



**Item Attachment Documents:**

- 7. 1st Reading -** An ordinance amending the budgets for the Fiscal Year 2019 beginning July 1, 2018 and ending June 30, 2019, for certain funds of the Consolidated Government of Columbus, Georgia, appropriating amounts shown in each fund; and for other purposes. (Budget Review Committee)

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	<b>FY19 FINAL BUDGET AMENDMENT</b>
<b>AGENDA SUMMARY:</b>	Approve an Ordinance amending the budgets for the Fiscal Year 2019 by appropriating amounts in each fund for various operational activities.
<b>INITIATED BY:</b>	Finance Department

**Recommendation:** Approve an Ordinance amending the budgets for the Fiscal Year 2019 by appropriating amounts in each fund for various operational activities.

**Background:** The Council has adopted the City's Annual Operating budget and in special actions has adopted various special purpose budgets. All of these budgets appropriate funding for planned operations. During the course of the year, adjustments become necessary to increase or redistribute funding based on actions of Council, changes in departmental activities and changes in funding sources.

Staff is requesting a budget amendment to appropriate monies needed for various operational activities. As provided in the charter and state law, only Council has the authority to change spending levels. Adjustments are included in this Ordinance to reflect changes needed to complete organizational objectives. These adjustments are necessary to modify budgets to change to the legal level of control at the department level as per O.C.G.A. Chapter 36. Staff is requesting adjustments for operational expenditures like administrative and operating costs for the following funds. In order to keep an accurate record of authorized spending levels and positions, this budget amendment is submitted for Council consideration.

**Analysis:** The recommended budget adjustments are outlined on the attached summary table immediately following the memorandum identifying the amount to be appropriated in each accounting fund. The appropriation will change the total approved budget of each fund as indicated in the accompanying chart.

**Financial Considerations:** None, other than as noted in the analysis.

**Legal Considerations:** Council approval is required to modify spending levels.

**Recommendations/Actions:** Approve an Ordinance amending the budgets for the Fiscal Year 2019 by appropriating amounts in each fund for various operational activities.

**AN ORDINANCE****NO.**

AN ORDINANCE AMENDING THE BUDGETS FOR THE FISCAL YEAR 2019 BEGINNING JULY 1, 2018 AND ENDING JUNE 30, 2019, FOR CERTAIN FUNDS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, APPROPRIATING AMOUNTS SHOWN IN EACH FUND FOR VARIOUS ACTIVITIES; AND FOR OTHER PURPOSES.

**THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS AS FOLLOWS:****SECTION 1.**

1. The General Fund expenditure budget in the amount of \$152,621,756 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$2,104,000 to \$154,725,756 for the departments listed on the attached chart.
2. The Other Local Option Sales Tax expenditure budget in the amount of \$35,800,916 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$413,000 to \$36,213,916 for the departments listed on the attached chart.
3. The Urban Development Action Grant Fund expenditure budget in the amount of \$15,000 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$23,405 to \$38,405 for the departments listed on the attached chart.
4. The Multi-Governmental Fund expenditure budget in the amount of \$3,742,102 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$1,440,540 to \$5,182,642 and the revenue budget in amount of \$3,705,473 is hereby increased by \$1,394,438 to \$5,099,911 for the departments listed on the attached chart.
5. The Hotel-Motel Tax Fund expenditure and revenue budget in the amount of \$4,880,000 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$423,000 to \$5,303,000 for the departments listed on the attached chart.
6. The Sheriff Forfeiture Fund expenditure and revenue budget in the amount of \$10,000 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$40,000 to \$50,000 for the departments listed on the attached chart.
7. The Down Payment Assistance Fund expenditure and revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$44,000 to \$44,000 for the departments listed on the attached chart.
8. The Recorder's Court Technology Fee Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$500 to \$500 for the departments listed on the attached chart.

9. The TAD #1 Benning Technology Park Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$5,211 to \$5,211 for the departments listed on the attached chart.
10. The TAD #2 2nd Ave/Liberty District Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$26,339 to \$26,339 for the departments listed on the attached chart.
11. The TAD #3 Uptown District Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$205,313 to \$205,313 for the departments listed on the attached chart.
12. The TAD #4 6th Ave/City Mill District Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$59,308 to \$59,308 for the departments listed on the attached chart.
13. The TAD #5 MidTown West District Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$125,337 to \$125,337 for the departments listed on the attached chart.
14. The TAD #6 MidTown East District Fund revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$160 to \$160 for the departments listed on the attached chart.
15. The SPLOST Proceeds Fund expenditure and revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$1,257 to \$1,257 for the departments listed on the attached chart.
16. The TSPLOST Project Fund expenditure and revenue budget in the amount of \$58,950,000 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby decreased by \$19,711,598 to \$19,711,598 for the departments listed on the attached chart.
17. The Bond and Lease Purchase Pools Fund expenditure budget in the amount of \$483,497 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$2,853,611 to \$3,337,108 and the revenue budget in amount of \$443,679 is hereby increased by \$2,893,429 to \$3,337,108 for the departments listed on the attached chart.
18. The Columbus Building Authority Lease Revenue Bond, Series 2018 Fund expenditure and revenue budget in the amount of \$0 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$7,000,000 to \$7,000,000 for the departments listed on the attached chart.
19. The Civic Center Fund expenditure budget in the amount of \$5,518,684 for the fiscal year beginning July 1, 2018 and ending June 30, 2019, is hereby increased by \$1,000,000 to \$6,518,684 and the revenue budget in amount of \$5,476,593 is hereby increased by \$1,000,000 to \$6,476,593 for the departments listed on the attached chart.

- 20. Each budget increase provided herein is to be funded with fund balances and various revenue sources of the accounting fund for those funds that are being affected by stated actions.
- 21. Within the overall budget limitations, authority is hereby delegated to the City Manager, or the Finance Director when acting on the authority delegated by the City Manager, to effect such intra-fund transfers of appropriation and revenue anticipation as may be deemed necessary to the effective performance and delivery of services approved herein.
- 22. The minimum budget requirements set forth in O.C.G.A. Title 36, Chapter 81, are hereby adopted.

SECTION 2.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 3rd day of December, 2019; introduced a second time at a regular meeting held on the 10th day of December, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Thompson voting	_____.
Councilor Woodson voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. "Skip" Henderson, Mayor

## FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT

Fund	Original Expenditure Adopted Budget	(Reserved) Fund Balance from FY18) PO Roll	(Reserved) Fund Balance from FY18) Carryovers	FY19 Revenue Offset	FY19 Amendment	Pay Plan	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
<b>OPERATING FUNDS</b>									
0101 General Fund	\$151,549,355	\$844,171	\$102,295	\$19,602	\$106,333	\$0	\$152,621,756	\$2,104,000	\$154,725,756
0102 2009 Other LOST Public Safety Fund	24,015,831	747,948	48,900	0	1,416	0	24,814,095	0	24,814,095
0109 2009 Other LOST Infrastructure Fund	10,100,000	886,822	0	0	0	0	10,986,822	413,000	11,399,822
0202 Stormwater (Sewer) Fund	5,832,210	8,743	0	0	0	0	5,840,953	0	5,840,953
0203 Paving Fund	16,461,875	1,014,668	0	0	1,500,000	0	18,976,543	0	18,976,543
0204 Medical Center Fund	15,197,669	0	0	0	0	0	15,197,669	0	15,197,669
0207 Integrated Waste Fund	13,277,000	413,786	0	0	0	0	13,690,786	0	13,690,786
0209 E911	4,019,886	0	0	0	0	0	4,019,886	0	4,019,886
0230 Economic Development Authority	2,432,945	0	0	0	0	0	2,432,945	0	2,432,945
0405 Debt Service	12,947,878	0	0	0	0	0	12,947,878	0	12,947,878
0751 METRA	9,414,073	514,145	0	0	700,000	0	10,628,218	0	10,628,218
0753 Trade Center	3,088,227	245,059	0	0	0	0	3,333,326	0	3,333,326
0755 Bull Creek Golf Course	1,250,200	0	0	0	21,000	0	1,271,200	0	1,271,200
0756 Oxbow Creek Golf Course	380,000	0	0	0	0	0	380,000	0	380,000
0757 Civic Center	5,373,143	42,091	0	0	103,450	0	5,518,684	1,000,000	6,518,684
<b>TOTAL OPERATING FUNDS</b>	<b>\$275,340,292</b>	<b>\$4,717,471</b>	<b>\$151,195</b>	<b>\$19,602</b>	<b>\$2,432,199</b>	<b>\$0</b>	<b>\$282,660,759</b>	<b>\$3,517,000</b>	<b>\$286,177,759</b>
<b>OTHER NON-OPERATING FUNDS</b>									
0210 CDBG Fund	\$2,066,470	\$242,952	\$0	\$0	\$520,000	\$0	\$2,829,422	\$0	\$2,829,422
0211 UDAG Fund	15,000	0	0	0	0	0	15,000	23,405	38,405
0213 HOME Fund	754,315	190,167	0	0	723,105	0	1,667,587	0	1,667,587
0216 Multi-Government Project Fund	3,705,473	36,629	0	0	0	0	3,742,102	1,440,540	5,182,642
0222 Hotel/Motel Tax Fund	4,880,000	0	0	0	0	0	4,880,000	423,000	5,303,000
0223 Police Forfeiture Fund	150,000	0	0	0	0	0	150,000	0	150,000
0224 County Drug Abuse Treatment Fund	68,000	0	0	0	26,400	0	94,400	0	94,400
0225 METRO Drug Task Force Fund	150,000	8,040	0	0	0	0	158,040	0	158,040
0228 Sheriff Forfeiture Fund	10,000	0	0	0	0	0	10,000	40,000	50,000
0231 Neighborhood Stabilization	1,082,678	0	0	0	0	0	1,082,678	0	1,082,678
0233 Down Payment Assistance Fund	0	0	0	0	0	0	0	44,000	44,000
0235 Recorder's Court Technology Fee Fund	0	0	0	0	0	0	0	0	0
0236 TAD #1 Benning Technology Park Fund	0	0	0	0	0	0	0	0	0
0237 TAD #2 6th Ave/Liberty District Fund	0	0	0	0	0	0	0	0	0
0238 TAD #3 Uptown District Fund	0	0	0	0	0	0	0	0	0
0239 TAD #4 2nd Ave/City Mill District Fund	0	0	0	0	0	0	0	0	0
0240 TAD #5 MidTown West District Fund	0	0	0	0	0	0	0	0	0
0241 TAD #6 MidTown East District Fund	0	0	0	0	0	0	0	0	0
0435 SPLOST Proceeds Fund	0	0	0	0	0	0	0	1,257	1,257
0510 Transportation SPLOST	61,400,000	0	0	0	0	0	61,400,000	(19,711,598)	41,688,402
0542 Lease Purchase Pools Fund	443,679	39,818	0	0	0	0	483,497	2,853,611	3,337,108
0563 CBA Bond Series 2018 Fund	0	0	0	0	0	0	0	7,000,000	7,000,000
0860 Risk Management Fund	4,279,299	0	0	0	400,000	0	4,679,299	0	4,679,299
<b>TOTAL NON-OPERATING FUNDS</b>	<b>\$79,004,914</b>	<b>\$517,607</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,669,505</b>	<b>\$0</b>	<b>\$81,192,026</b>	<b>(\$7,885,785)</b>	<b>\$73,306,241</b>



FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
GENERAL FUND 0101

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Revenue Offsets	FY18 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
100 COUNCIL	\$565,300					3,822	\$578,522		\$578,522.00
110 MAYOR	\$493,959		19,000	5,000	9,400	5,050	\$567,009	(15,000)	\$552,009.00
120 CITY ATTORNEY	\$716,094				45,000	5,626	\$721,720	1,148,000	\$1,869,720.00
130 CITY MANAGER	\$1,511,926					18,981	\$1,530,907		\$1,530,907.00
200 FINANCE	\$2,331,886					28,026	\$2,359,912	(94,673)	\$2,265,239.00
210 INFORMATION TECHNOLOGY	\$5,387,029	202,518				25,894	\$5,615,441	(150,000)	\$5,465,441.00
220 HUMAN RESOURCES	\$2,078,583					13,907	\$2,092,490	(179,000)	\$1,913,490.00
240 INSPECTION & CODES	\$1,962,011	11,316				20,823	\$1,993,950	(125,000)	\$1,868,950.00
242 PLANNING	\$276,153					3,518	\$279,671		\$279,671.00
245 COMMUNITY REINVESTMENT	\$141,802		34,510			791	\$177,203		\$177,203.00
250 ENGINEERING	\$1,756,077	31,663				13,323	\$1,801,063		\$1,801,063.00
260 PUBLIC WORKS	\$8,083,149	47,017	4,235		(100,000)	65,753	\$8,100,154		\$8,100,154.00
270 PARKS AND RECREATION	\$10,593,115	76,343				65,657	\$10,735,115	175,000	\$10,910,115.00
280 COOPERATIVE EXTENSION	\$137,865						\$137,865		\$137,865.00
290 BOARDS AND COMMISSIONS	\$2,164,890					24,849	\$2,189,739	5,000	\$2,194,739.00
400 POLICE	\$26,905,212	131,251	24,450			333,033	\$26,993,946	(745,000)	\$26,248,946.00
410 FIRE & EMS	\$24,317,665					321,767	\$24,639,432	(402,000)	\$24,237,432.00
420 MCP	\$7,931,926	20,596				82,572	\$8,035,094	(30,000)	\$8,005,094.00
450 HOMELAND SECURITY	\$18,322						\$18,322	(179,000)	\$18,322.00
500 SUPERIOR COURT	\$7,524,756	25,454				86,713	\$7,636,925		\$7,459,925.00
510 STATE COURT	\$1,708,724					13,566	\$1,722,290		\$1,722,290.00
520 PUBLIC DEFENDER	\$2,041,129	3,763				6,680	\$2,051,592		\$2,051,592.00
530 MUNICIPAL COURT	\$2,190,530	5,601				24,045	\$2,242,858	(60,000)	\$2,182,858.00
540 PROBATE COURT	\$519,038				22,682	4,463	\$523,501		\$523,501.00
550 SHERIFF	\$25,972,944	128,492				244,409	\$26,345,845		\$26,345,845.00
560 TAX COMMISSIONER	\$1,641,656	2,125				17,955	\$1,661,736		\$1,661,736.00
570 CORONER	\$299,731					2,897	\$302,628		\$302,628.00
580 RECORDERS COURT	\$969,631	20,880				8,377	\$998,888	6,673	\$998,888.00
590 MISCELLANEOUS	\$11,533,660	137,132	21,000	14,602	129,251	(1,445,698)	\$10,389,947	2,779,000	\$13,168,947.00
610 PARKING MANAGEMENT	\$174,590					1,401	\$175,991	(30,000)	\$145,991.00
<b>TOTAL GENERAL FUND</b>	<b>\$151,548,355</b>	<b>\$944,171</b>	<b>\$102,295</b>	<b>\$19,602</b>	<b>\$106,333</b>	<b>\$0</b>	<b>\$152,621,756</b>	<b>\$2,104,000</b>	<b>\$154,725,756</b>
<b>REVENUE**</b>	<b>\$150,604,260</b>			<b>21,852</b>			<b>\$150,626,112</b>		<b>\$150,626,112</b>
<b>USE OF FUND BALANCE</b>	<b>\$945,095</b>						<b>\$945,095</b>		<b>\$945,095</b>
<b>TOTAL REVENUE</b>	<b>\$151,548,355</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,852</b>	<b>\$0</b>	<b>\$0</b>	<b>\$151,571,207</b>	<b>\$0</b>	<b>\$151,571,207</b>

FY19 Carryovers (Reserved from FY18)  
 \$18,000 - Mayor - Martin Luther King Donations  
 \$4,235 - Public Works - Up & Motivated Donations  
 \$24,450 - Police - Capital Equipment  
 \$21,000 - Nondepartmental - Bull Creek Sewer Upgrade Project  
 \$34,610 - Legacy Terrace Fire Damage Repairs

FY19 Revenue Offsets  
 \$5,000 - Mayor - Martin Luther King Donations  
 \$14,602 - Nondepartmental - Public Defender's Office Expansion Project  
 \$2,250 - Public Works - Up & Motivated Donations

FY19 Amendments  
 \$22,682 - Marshal - Personnel  
 \$74,460 - Nondepartmental - Recorder's Court Renovation Project Resolution# 234-18  
 \$9,191 - Nondepartmental - Recorder's Court Renovation Project Resolution# 467-19

Final Changes - Departments over budget  
 City Attorney - Litigation expenses  
 Real Estate - Various expenses related to the maintenance of Legacy Terrace - Offset with Revenue  
 Parks & Recreation - Various expenses related to hosted events and capital equipment purchases  
 Elections - Election expenses  
 Jury Manager - Petit jury fees and employee vacation payout  
 Muscogee County Public Defender - Conflict Attorney Fees  
 Marshal - Various expenses  
 Coroner - Various expenses  
 Non-Departmental - Allowance for Bad Debt

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
2009 Other Local Option Sales Tax Public Safety Fund 0102

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Revenue Offsets	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
110 Crime Prevention	\$839,949	1,904				1,325	\$843,178		\$843,178
160 Civic Center	\$0						\$0		\$0
260 Public Works	\$137,529						\$137,529		\$137,529
270 Parks & Rec	\$51,085						\$51,085		\$51,085
400 Police	\$9,689,159	587,729	48,900			87,744	\$10,413,532		\$10,413,532
410 Fire	\$2,947,890					12,708	\$2,960,598		\$2,960,598
420 MCP	\$723,581					3,850	\$727,431		\$727,431
450 Homeland Security	\$0						\$0		\$0
500 District Attorney	\$190,137					1,971	\$192,108		\$192,108
500 Clerk of Superior Court	\$43,089					664	\$43,753		\$43,753
510 State Court	\$223,253					2,138	\$225,391		\$225,391
520 Public Defender	\$173,864						\$173,864		\$173,864
530 Marshal	\$335,739				1,416	4,068	\$341,223		\$341,223
530 Clerk of Municipal Court	\$94,889					1,396	\$96,285		\$96,285
540 Probate Court	\$44,022					680	\$44,702		\$44,702
550 Sheriff	\$2,908,327	158,314				20,694	\$3,087,335		\$3,087,335
570 Coroner	\$7,859						\$7,859		\$7,859
580 Recorder's Court	\$81,857					1,174	\$83,031		\$83,031
610 MEIRA	\$3,930						\$3,930		\$3,930
590 Non-Categorical	\$5,519,672					(138,412)	\$5,381,260		\$5,381,260
<b>EXPENDITURE TOTAL</b>	<b>\$24,015,831</b>	<b>\$747,948</b>	<b>\$48,900</b>	<b>\$0</b>	<b>\$1,416</b>	<b>\$0</b>	<b>\$24,814,095</b>	<b>\$0</b>	<b>\$24,814,095</b>
<b>REVENUE</b>	<b>\$23,566,667</b>						<b>\$23,566,667</b>		<b>\$23,566,667</b>
<b>USE OF FUND BALANCE</b>	<b>\$449,164</b>						<b>\$449,164</b>		<b>\$449,164</b>
<b>REVENUE TOTAL</b>	<b>\$24,015,831</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,015,831</b>	<b>\$0</b>	<b>\$24,015,831</b>

FY19 Carryovers (Reserved from FY18)  
\$48,900 - Police - Capital Equipment

FY19 Amendments  
\$1,416 - Marshal - Personnel

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
2009 Other Local Option Sales Tax Infrastructure Fund 0109

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Health Insurance	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18)	Fund Balance from FY18)						
210 Information Technology	\$1,520,321	164,034					\$1,684,355		\$1,684,355
250 Roads/Bridges	\$1,400,000	101,220					\$1,501,220		\$1,501,220
250 Stormwater	\$400,000	460,418					\$860,418		\$860,418
260 Facilities	\$500,400	161,149					\$661,549		\$661,549
590 Non-Categorical	\$6,279,279						\$6,279,279	\$413,000	\$6,692,279
EXPENDITURE TOTAL	\$10,100,000	\$886,822	\$0	\$0	\$0	\$0	\$10,986,822	\$413,000	\$11,399,822
REVENUE	\$10,100,000						\$10,100,000		\$10,100,000
USE OF FUND BALANCE	\$0								
REVENUE TOTAL	\$10,100,000	\$0	\$0	\$0	\$0	\$0	\$10,100,000	\$0	\$10,100,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
STORMWATER (SEWER) FUND 0202**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18)	PO Roll					
250 ENGINEERING	\$663,521				\$7,695	\$671,216		\$671,216
260 PUBLIC WORKS	\$3,678,426	8,743			34,438	\$3,721,607		\$3,721,607
590 MISCELLANEOUS	\$1,490,263				(42,133)	\$1,448,130		\$1,448,130
<b>EXPENDITURE TOTAL</b>	<b>\$5,832,210</b>	<b>\$8,743</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,840,953</b>	<b>\$0</b>	<b>\$5,840,953</b>
<b>REVENUE</b>	<b>\$5,832,210</b>					<b>\$5,832,210</b>		<b>\$5,832,210</b>
<b>REVENUE TOTAL</b>	<b>\$5,832,210</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,832,210</b>	<b>\$0</b>	<b>\$5,832,210</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
PAVING FUND 0203**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
250 ENGINEERING	\$1,111,730	24,871			12,580	\$1,149,181		\$1,149,181
260 PUBLIC WORKS	\$12,154,807	989,797			93,785	\$13,238,389		\$13,238,389
590 MISCELLANEOUS	\$3,195,338			1,500,000	(106,365)	\$4,588,973		\$4,588,973
<b>EXPENDITURE TOTAL</b>	<b>\$16,461,875</b>	<b>\$1,014,668</b>	<b>\$0</b>	<b>\$1,500,000</b>	<b>\$0</b>	<b>\$18,976,543</b>	<b>\$0</b>	<b>\$18,976,543</b>
<b>REVENUE</b>	<b>\$16,461,875</b>					<b>\$16,461,875</b>		<b>\$16,461,875</b>
<b>REVENUE TOTAL</b>	<b>\$16,461,875</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$16,461,875</b>	<b>\$0</b>	<b>\$16,461,875</b>

FY19 Amendments  
\$1,500,000 - Nondepartmental - Use of Paving Fund Balance for Road Projects

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
MEDICAL CENTER FUND 0204

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
200 MEDICAL CENTER	\$15,197,669					\$15,197,669		\$15,197,669
EXPENDITURE TOTAL	\$15,197,669	\$0	\$0	\$0	\$0	\$15,197,669	\$0	\$15,197,669
REVENUE	\$15,197,669					\$15,197,669		\$15,197,669
REVENUE TOTAL	\$15,197,669	\$0	\$0	\$0	\$0	\$15,197,669	\$0	\$15,197,669



FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
INTEGRATED WASTE FUND 0207

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
260 PUBLIC WORKS	\$10,004,516	413,786			71,856	\$10,490,158		\$10,490,158
270 PARKS & RECREATION	\$84,953				637	\$85,590		\$85,590
590 MISCELLANEOUS	\$3,187,531				(72,493)	\$3,115,038		\$3,115,038
EXPENDITURE TOTAL	\$13,277,000	\$413,786	\$0	\$0	\$0	\$13,690,786	\$0	\$13,690,786
REVENUE	\$13,277,000					\$13,277,000		\$13,277,000
REVENUE TOTAL	\$13,277,000	\$0	\$0	\$0	\$0	\$13,277,000	\$0	\$13,277,000

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
E911 FUND 0209

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
400 E911	\$3,775,827				32,511	\$3,808,338		\$3,808,338
590 MISCELLANEOUS	\$244,059				(32,511)	\$211,548		\$211,548
<b>EXPENDITURE TOTAL</b>	<b>\$4,019,886</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,019,886</b>	<b>\$0</b>	<b>\$4,019,886</b>
<b>REVENUE</b>	<b>\$4,019,886</b>					<b>\$4,019,886</b>		<b>\$4,019,886</b>
<b>REVENUE TOTAL</b>	<b>\$4,019,886</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,019,886</b>	<b>\$0</b>	<b>\$4,019,886</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
ECONOMIC DEVELOPMENT FUND 0230**

Department	(Reserved)		(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
	Original Adopted Budget	Fund Balance from FY18) PO Roll	Fund Balance from FY18)	Carryovers					
590 MISCELLANEOUS	\$2,432,945						\$2,432,945		\$2,432,945
<b>EXPENDITURE TOTAL</b>	<b>\$2,432,945</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,432,945</b>	<b>\$0</b>	<b>\$2,432,945</b>
<b>REVENUE</b>	<b>\$2,432,945</b>						<b>\$2,432,945</b>		<b>\$2,432,945</b>
<b>REVENUE TOTAL</b>	<b>\$2,432,945</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$2,432,945</b>	<b>\$0</b>	<b>\$2,432,945</b>

Funding for Economic Development is based on the collection of 0.50 mills, 0.25 mills allocated to the Development Authority.

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
DEBT SERVICE FUND 0405**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
200 DEBT SERVICE	\$12,947,878					\$12,947,878		\$12,947,878
<b>EXPENDITURE TOTAL</b>	<b>\$12,947,878</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,947,878</b>	<b>\$0</b>	<b>\$12,947,878</b>
REVENUE	\$12,947,878					\$12,947,878		\$12,947,878
USE OF FUND BALANCE	\$0					\$0		\$0
<b>REVENUE TOTAL</b>	<b>\$12,947,878</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$12,947,878</b>	<b>\$0</b>	<b>\$12,947,878</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
METRA TRANSPORTATION FUND 0751**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
260 PUBLIC WORKS	\$15,000					\$15,000		\$15,000
590 MISCELLANEOUS	\$368,662				(57,875)	\$310,787		\$310,787
610 METRA	\$9,030,411	514,145		700,000	57,875	\$10,302,431		\$10,302,431
<b>EXPENDITURE TOTAL</b>	<b>\$9,414,073</b>	<b>\$514,145</b>	<b>\$0</b>	<b>\$700,000</b>	<b>\$0</b>	<b>\$10,628,218</b>	<b>\$0</b>	<b>\$10,628,218</b>
REVENUE	\$9,352,775			700,000		\$10,052,775		\$10,052,775
USE OF FUND BALANCE	\$61,298					\$61,298		\$61,298
<b>REVENUE TOTAL</b>	<b>\$9,414,073</b>	<b>\$0</b>	<b>\$0</b>	<b>\$700,000</b>	<b>\$0</b>	<b>\$10,114,073</b>	<b>\$0</b>	<b>\$10,114,073</b>

FY19 Amendments  
\$700,000 - Metra TSPLOST - Buses with Accessories

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
TRADE CENTER FUND 0753**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
590 MISCELLANEOUS	\$177,248				(16,273)	\$160,975		\$160,975
620 TRADE CENTER	\$2,910,979	245,099			16,273	\$3,172,351		\$3,172,351
<b>EXPENDITURE TOTAL</b>	<b>\$3,088,227</b>	<b>\$245,099</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,333,326</b>	<b>\$0</b>	<b>\$3,333,326</b>
REVENUE	\$3,042,000					\$3,042,000		\$3,042,000
USE OF FUND BALANCE	\$46,227					\$46,227		\$46,227
<b>REVENUE TOTAL</b>	<b>\$3,088,227</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,088,227</b>	<b>\$0</b>	<b>\$3,088,227</b>



**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
BULL CREEK GOLF COURSE FUND 0755**

Department	Original Adopted Budget	(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year		Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18)	Fund Balance from FY18) Carryovers			Amended Budget	Budget		
590 MISCELLANEOUS	\$73,277				(10,114)	\$63,163			\$63,163
630 BULL CREEK	\$1,176,923			21,000	10,114	\$1,208,037			\$1,208,037
<b>EXPENDITURE TOTAL</b>	<b>\$1,250,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$1,271,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,271,200</b>
<b>REVENUE</b>	<b>\$1,250,200</b>			<b>\$21,000</b>		<b>\$1,271,200</b>			<b>\$1,271,200</b>
<b>REVENUE TOTAL</b>	<b>\$1,250,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,000</b>	<b>\$0</b>	<b>\$1,271,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,271,200</b>

FY19 Amendments  
\$21,000 - Transfer In from General Fund for Bull Creek Sewer Upgrade Project

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
 OXBOW CREEK GOLF COURSE FUND 0756**

Department	Original Adopted Budget	(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year		FINAL	
		Fund Balance from FY18)	Fund Balance from FY18) Carryovers			Amended Budget	Changes	AMENDED BUDGET	
590 MISCELLANEOUS	\$31,651				(6,169)	\$25,482		\$25,482	
640 OXBOW CREEK	\$348,349				6,169	\$354,518		\$354,518	
<b>EXPENDITURE TOTAL</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$380,000</b>	
<b>REVENUE</b>	<b>\$380,000</b>					<b>\$380,000</b>		<b>\$380,000</b>	
<b>REVENUE TOTAL</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$380,000</b>	<b>\$0</b>	<b>\$380,000</b>	

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
CIVIC CENTER FUND 0757**

Department	Original Adopted Budget	(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18) PO Roll	Fund Balance from FY18) Carryovers					
160 CIVIC CENTER	\$5,051,064	\$42,091		103,450	16,287	\$5,212,892	\$1,000,000	\$6,212,892
260 PUBLIC WORKS	\$125,000					\$125,000		\$125,000
590 MISCELLANEOUS	\$197,079				(16,287)	\$180,792		\$180,792
<b>EXPENDITURE TOTAL</b>	<b>\$5,373,143</b>	<b>\$42,091</b>	<b>\$0</b>	<b>\$103,450</b>	<b>\$0</b>	<b>\$5,518,684</b>	<b>\$1,000,000</b>	<b>\$6,518,684</b>
<b>REVENUE</b>	<b>\$5,373,143</b>			<b>\$103,450</b>		<b>\$5,476,593</b>	<b>\$1,000,000</b>	<b>\$6,476,593</b>
<b>REVENUE TOTAL</b>	<b>\$5,373,143</b>	<b>\$0</b>	<b>\$0</b>	<b>\$103,450</b>	<b>\$0</b>	<b>\$5,476,593</b>	<b>\$1,000,000</b>	<b>\$6,476,593</b>

FY19 Amendments  
\$103,450 - Capital Items funded thru Friends of Columbus Account for the Civic Center  
Final Changes

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
CDBG FUND 0210**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers from FY18)					
VARIOUS	\$2,066,470	\$242,952		520,000	0	\$2,829,422		\$2,829,422
<b>EXPENDITURE TOTAL</b>	<b>\$2,066,470</b>	<b>\$242,952</b>	<b>\$0</b>	<b>\$520,000</b>	<b>\$0</b>	<b>\$2,829,422</b>	<b>\$0</b>	<b>\$2,829,422</b>
<b>REVENUE</b>	<b>\$2,066,470</b>			762,952		\$2,829,422		\$2,829,422
<b>REVENUE TOTAL</b>	<b>\$2,066,470</b>	<b>\$0</b>	<b>\$0</b>	<b>\$762,952</b>	<b>\$0</b>	<b>\$2,829,422</b>	<b>\$0</b>	<b>\$2,829,422</b>

**FY19 Amendments**

\$520,000 - CDBG Program Funding Allocations (Funds Available from Prior Years)

Heart Program - \$175,000

Lead Based Paint Testing Program - \$25,000

Parks and Recreation Improvements - \$320,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
UDAG FUND 0211**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
VARIOUS	\$15,000					\$15,000	\$23,405	\$38,405
EXPENDITURE TOTAL	\$15,000	\$0	\$0	\$0	\$0	\$15,000	\$23,405	\$38,405
REVENUE						\$0		\$0
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
HOME PROGRAM FUND 0213**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
245 COMMUNITY REINVESTMENT	\$754,315	\$190,167		\$723,105	\$0	\$1,667,587		\$1,667,587
<b>EXPENDITURE TOTAL</b>	<b>\$754,315</b>	<b>\$190,167</b>	<b>\$0</b>	<b>\$723,105</b>	<b>\$0</b>	<b>\$1,667,587</b>	<b>\$0</b>	<b>\$1,667,587</b>
<b>REVENUE</b>	<b>\$754,315</b>			<b>\$913,272</b>		<b>\$1,667,587</b>		<b>\$1,667,587</b>
<b>REVENUE TOTAL</b>	<b>\$754,315</b>	<b>\$0</b>	<b>\$0</b>	<b>\$913,272</b>	<b>\$0</b>	<b>\$1,667,587</b>	<b>\$0</b>	<b>\$1,667,587</b>

**FY19 Amendments**

\$723,105 - HOME Program Funding Allocations (Funds Available from Prior Years)

Affordable Home Ownership Program - \$95,000

NeighborWorks - \$2,340

Multi-Family Affordable Housing - \$200,000

CHDO - \$193,735

Open Door Tenant Based Rental Assistance - \$232,030



**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
MULTI-GOVERNMENTAL FUND 0216**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
VARIOUS	\$3,705,473	36,629				\$3,742,102	\$1,440,540	\$5,182,642
<b>EXPENDITURE TOTAL</b>	<b>\$3,705,473</b>	<b>\$36,629</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,742,102</b>	<b>\$1,440,540</b>	<b>\$5,182,642</b>
REVENUE	\$3,705,473	\$0				\$3,705,473	\$1,394,438	\$5,099,911
<b>REVENUE TOTAL</b>	<b>\$3,705,473</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,705,473</b>	<b>\$1,394,438</b>	<b>\$5,099,911</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
HOTEL/MOTEL TAX FUND 0222**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
Various	\$4,880,000					\$4,880,000	423,000	\$5,303,000
<b>EXPENDITURE TOTAL</b>	<b>\$4,880,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,880,000</b>	<b>\$423,000</b>	<b>\$5,303,000</b>
<b>REVENUE</b>	\$4,880,000					\$4,880,000	423,000	\$5,303,000
<b>REVENUE TOTAL</b>	<b>\$4,880,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,880,000</b>	<b>\$423,000</b>	<b>\$5,303,000</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**POLICE FORFEITURE FUND 0223**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
POLICE FORFEITURE	\$150,000					\$150,000		\$150,000
EXPENDITURE TOTAL	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000
REVENUE	\$150,000					\$150,000		\$150,000
REVENUE TOTAL	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
COUNTY DRUG ABUSE TREATMENT FUND 0224**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
Various	\$68,000			26,400		\$94,400		\$94,400
<b>EXPENDITURE TOTAL</b>	<b>\$68,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,400</b>	<b>\$0</b>	<b>\$94,400</b>	<b>\$0</b>	<b>\$94,400</b>
<b>REVENUE</b>	<b>\$68,000  </b>	<b> </b>	<b> </b>	<b> </b>	<b> </b>	<b>\$68,000  </b>	<b> </b>	<b>\$68,000  </b>
<b>REVENUE TOTAL</b>	<b>\$68,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$68,000</b>	<b>\$0</b>	<b>\$68,000</b>

FY19 Amendments:  
\$26,400 - Adult Drug Court Allocation for Supplies/Lab Tech

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
METRO DRUG TASK FORCE FUND 0225**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
METRO	\$150,000	8,040				\$158,040		\$158,040
EXPENDITURE TOTAL	\$150,000	\$8,040	\$0	\$0	\$0	\$158,040	\$0	\$158,040
REVENUE	\$150,000					\$150,000		\$150,000
REVENUE TOTAL	\$150,000	\$0	\$0	\$0	\$0	\$150,000	\$0	\$150,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**SHERIFF FORFEITURE FUND 0228**

Department	Original Adopted Budget	(Reserved Fund Balance		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers					
SHERIFF		\$10,000				\$10,000	40,000	\$50,000
EXPENDITURE TOTAL	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$40,000	\$50,000
REVENUE		\$10,000				\$10,000	40,000	\$50,000
REVENUE TOTAL	\$10,000	\$0	\$0	\$0	\$0	\$10,000	\$40,000	\$50,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
NEIGHBORHOOD STABILIZATION FUND 0231**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
COMMUNITY REINVESTMENT	\$1,082,678					\$1,082,678		\$1,082,678
<b>EXPENDITURE TOTAL</b>	<b>\$1,082,678</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,082,678</b>	<b>\$0</b>	<b>\$1,082,678</b>
REVENUE	\$0					\$0		\$0
<b>REVENUE TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>



**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**DOWN PAYMENT ASSISTANCE FUND 0233**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
DOWN PAYMENT ASSISTANCE	\$0					\$0	44,000	\$44,000
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000	\$44,000
REVENUE	\$0					\$0	44,000	\$44,000
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$44,000	\$44,000

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
RECORDER'S COURT TECHNOLOGY FEE FUND 0235**

Department	Original Adopted Budget	(Reserved) Fund Balance from FY18) PO Roll	(Reserved) Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
RECORDERS COURT	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	500	\$500
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$500	\$500

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**TAD #1 - BENNING TECHNOLOGY PARK FUND 0236**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	5,211	\$5,211
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,211	\$5,211

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
TAD #2 - 6TH AVE/LIBERTY DISTRICT FUND 0237

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	26,339	\$26,339
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$26,339	\$26,339

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
TAD #3 - UPTOWN DISTRICT FUND 0238

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	205,313	\$205,313
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$205,313	\$205,313

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**TAD #4 - 2ND AVE/CITY MILL DISTRICT FUND 0239**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18)	Fund Balance from FY18)					
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	59,308	\$59,308
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$59,308	\$59,308

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
TAD #5 - MIDTOWN WEST DISTRICT FUND 0240

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	125,337	\$125,337
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$125,337	\$125,337



**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**TAD #6 - MIDTOWN EAST DISTRICT FUND 0241**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
NONDEPARTMENTAL	\$0					\$0		\$0
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE	\$0					\$0	160	\$160
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$160	\$160

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT**  
**SPLOST PROCEEDS FUND 0435**

Department	Original Adopted Budget	(Reserved Fund Balance from FY18)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		PO Roll	Carryovers					
SPLOST PROCEEDS		\$0				\$0	1,257	\$1,257
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257	\$1,257
REVENUE		0				\$0	1,257	\$1,257
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,257	\$1,257

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
TSPLOST PROJECT (0510) and DISCRETIONARY FUND (0234)**

Department	Original Adopted Budget	(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18)	Fund Balance from FY18) Carryovers					
TSPLOST Project	\$58,950,000					\$58,950,000	-\$19,711,598	\$39,238,402
TSPLOST - Discretionary	\$2,450,000					\$2,450,000		\$2,450,000
<b>EXPENDITURE TOTAL</b>	<b>\$61,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$61,400,000</b>	<b>-\$19,711,598</b>	<b>\$41,688,402</b>
<b>REVENUE</b>	<b>\$61,400,000</b>					<b>\$61,400,000</b>	<b>-\$19,711,598</b>	<b>\$41,688,402</b>
<b>REVENUE TOTAL</b>	<b>\$61,400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$61,400,000</b>		<b>\$41,688,402</b>

Final Changes  
(\$19,711,598) - Capital Projects - Adjustment to US 27 Custer Rd Interchange Project

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
BOND AND LEASE PURCHASE POOLS FUND 0542**

Department	Original Adopted Budget	(Reserved Fund Balance		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18) PO Roll	Fund Balance from FY18) Carryovers					
LEASE PURCHASE POOL	\$443,679	39,818				\$483,497	2,853,611	\$3,337,108
<b>EXPENDITURE TOTAL</b>	<b>\$443,679</b>	<b>\$39,818</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$483,497</b>	<b>\$2,853,611</b>	<b>\$3,337,108</b>
REVENUE	443,679					\$443,679	2,893,429	\$3,337,108
<b>REVENUE TOTAL</b>	<b>\$443,679</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$443,679</b>	<b>\$2,893,429</b>	<b>\$3,337,108</b>

**FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2018 FUND 0563**

Department	Original Adopted Budget	(Reserved)		FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
		Fund Balance from FY18) PO Roll	Fund Balance from FY18) Carryovers					
LEASE PURCHASE POOL	\$0					\$0	7,000,000	\$7,000,000
EXPENDITURE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000,000	\$7,000,000
REVENUE	0					\$0	7,000,000	\$7,000,000
REVENUE TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,000,000	\$7,000,000

FY19 (July 1, 2018 - June 30, 2019) BUDGET AMENDMENT  
RISK MANAGEMENT FUND 0860

Department	Original Adopted Budget	(Reserved Fund Balance from FY18) PO Roll	(Reserved Fund Balance from FY18) Carryovers	FY19 Amendments	Pay Plan Adjustments	Mid Year Amended Budget	Final Changes	FINAL AMENDED BUDGET
220 HUMAN RESOURCES	\$4,279,299			\$400,000	\$0	\$4,679,299		\$4,679,299
EXPENDITURE TOTAL	\$4,279,299	\$0	\$0	\$400,000	\$0	\$4,679,299	\$0	\$4,679,299
REVENUE	3,599,846					\$3,599,846		\$3,599,846
USE OF FUND BALANCE	\$679,453					\$679,453		\$679,453
REVENUE TOTAL	\$4,279,299	\$0	\$0	\$0	\$0	\$4,279,299	\$0	\$4,279,299

FY19 Amendments  
\$400,000 - Risk Management Settlements (Uninsured Losses)

**Item Attachment Documents:**

- 8. Resolution -** A Resolution authorizing the issuance of \$50,670,000 Columbus Georgia, Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019; and for other purposes. (Request of Columbus Board of Water Commissioners)



A RESOLUTION  
NO. \_\_\_\_\_

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE "COUNCIL"), AUTHORIZING THE ISSUANCE OF \$50,670,000 COLUMBUS GEORGIA, WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS, SERIES 2019; TO AUTHORIZE THE MAYOR AND OTHER OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE SALE, ISSUANCE AND DELIVERY OF SUCH BONDS FOR THE PURPOSE OF REFUNDING CERTAIN SERIES 2013A BONDS AND SERIES 2014A BONDS AS DEFINED HEREIN; TO RATIFY THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT RELATING TO THE SALE OF SUCH BONDS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the resolution (the "Resolution") duly adopted by the Mayor and Council of Columbus, Georgia (the "Issuer") on October 8, 2019, the Issuer authorized the issuance of its Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019 in an aggregate principal amount not to exceed \$52,000,000 (the "Series 2019 Bonds"); and

WHEREAS, the Resolution provides, among other things, that the Series 2019 Bonds shall not exceed \$52,000,000 in aggregate principal amount (such principal amount to be inclusive of any premium received from the sale of the bonds), shall bear interest at a rate or rates not to exceed 5.00% per annum, shall mature not later than May 1, 2034, and shall have a maximum annual debt service of not more than \$9,950,000; and

WHEREAS, the Resolution provides, among other things, that the proceeds of the Series 2019 Bonds shall be used for the purpose of (a) advance refunding all or a portion of the Issuer's outstanding Water and Sewerage Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"), issued in the original aggregate principal amount of \$53,725,000, (b) advance refunding all or a portion of the Issuer's outstanding Water and Sewerage Revenue Bonds, Series 2014A (the "Series 2014A Bonds", and together with the Series 2013A Bonds, the "Refunded Bonds"), issued in the original aggregate principal amount of \$32,995,000, and (c) paying all or a portion of the costs of issuance of the Series 2019 Bonds; and

WHEREAS, the Series 2019 Bonds will be issued pursuant to a Trust Indenture, dated as of February 1, 2012 (the "Original Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by various indentures including the Sixth Supplemental Trust Indenture, dated as of November 1, 2019 (the "Sixth Supplemental Indenture" and the Original Indenture as supplemented, the "Indenture"), between the Issuer and the Trustee; and

WHEREAS, the Resolution provides that the application of the proceeds of the Series 2019 Bonds, the principal amount of the Series 2019 Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity and the redemption provisions applicable thereto will be determined by the Issuer pursuant to a supplemental resolution; and

WHEREAS, it is proposed that the Issuer should authorize (i) the issuance of the Series 2019 Bonds, (ii) the principal amount of the Series 2019 Bonds maturing in each year, (iii) the interest rate on each such maturity and (iv) the redemption provisions applicable thereto; and

WHEREAS, it is proposed that the Issuer should ratify the execution, delivery and performance of a Bond Purchase Agreement, dated November 20, 2019 (the "Purchase Agreement"), between the Issuer and Stifel, Nicolaus & Company, Incorporated, as underwriter of the Series 2019 Bonds (the "Underwriter"); and

WHEREAS, it is proposed that the Issuer should authorize the execution, delivery and performance of an Escrow Deposit Agreement, dated the date of issuance of the Bonds (the "Escrow Deposit Agreement"), among the Issuer and U.S. Bank National Association, in its separate capacities as escrow agent for the Refunded Bonds (the "Escrow Agent") and as Trustee, relating to the refunding of a portion of the Refunded Bonds; and

WHEREAS, capitalized terms used but not defined herein shall have the meanings assigned to them in the Resolution;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of Columbus, Georgia and IT IS HEREBY RESOLVED, as follows:

Section 1. Terms of the Series 2019 Bonds. The principal amount of the Series 2019 Bonds maturing in each year together with the interest rate on each such maturity are set forth on Exhibit A hereto and within the parameters established under the Resolution.

Section 2. Redemption Provisions. The Series 2019 Bonds shall be subject to redemption pursuant to the terms set forth in the Sixth Supplemental Indenture attached hereto as Exhibit B.

Section 3. Ratification of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement between the Issuer and the Underwriter is hereby ratified and approved. An executed copy of the Bond Purchase Agreement is attached hereto as Exhibit C.

Section 4. Ratification of Resolution. All of the terms and provisions of the Resolution are hereby ratified and reaffirmed. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Resolution.

Section 5. Authorization of Escrow Deposit Agreement. The execution, delivery and performance of the Escrow Deposit Agreement among the Issuer, the Trustee and the Escrow Agent is hereby authorized and approved. The Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, insertions or omissions as may be approved by the Mayor of the Issuer, and the execution and delivery by the Mayor and Clerk as authorized in the Resolution shall be conclusive evidence of the approval of any such changes, insertions or omissions.

Section 6. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Bond Purchase Agreement or any agreement authorized by the Resolution or this Supplemental Resolution shall be deemed to be a stipulation, obligation or agreement of any officer, director, member, agent or employee of the Issuer in his or her individual capacity.

Section 7. General Authority. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, members, agents and employees of the Issuer are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and to execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2019 Bonds and the execution, delivery and performance of the Bond Purchase Agreement and the other agreements authorized by this Supplemental Resolution.

Section 8. Actions Approved and Confirmed. All acts and doings of the officers, directors, members, agents and employees of the Issuer which are in conformity with the purposes and intents of this Supplemental Resolution and in the furtherance of the issuance of the Series 2019 Bonds and the execution, delivery and performance of the Bond Purchase Agreement and the other agreements authorized by this Supplemental Resolution are, in all respects, approved and confirmed.

Section 9. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions and shall in no way affect the validity of any of the other covenants, agreements and provisions hereof or of the Resolution or the Series 2019 Bonds.

Section 10. Repealing Clause. All Resolutions or parts thereof of the Issuer in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 11. Effective Date. This Supplemental Resolution shall be effective immediately upon its adoption.

[Remainder of page intentionally left blank]

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 3<sup>rd</sup> day of December, 2019, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting \_\_\_\_\_.

Councilor Barnes voting \_\_\_\_\_.

Councilor Crabb voting \_\_\_\_\_.

Councilor Davis voting \_\_\_\_\_.

Councilor Garrett voting \_\_\_\_\_.

Councilor House voting \_\_\_\_\_.

Councilor Huff voting \_\_\_\_\_.

Councilor Thomas voting \_\_\_\_\_.

Councilor Thompson voting \_\_\_\_\_.

Councilor Woodson voting \_\_\_\_\_.

\_\_\_\_\_  
SANDRA T. DAVIS, CLERK

\_\_\_\_\_  
B.H. "SKIP" HENDERSON, III, MAYOR

## EXHIBIT A

## TERMS OF SERIES 2019 BONDS

## MATURITIES, AMOUNTS, INTEREST RATES AND PRICES

<u>Maturity Date</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Price</u>
5/1/2020	\$ 620,000	1.774%	100.000%
5/1/2021	915,000	1.824	100.000%
5/1/2022	250,000	1.870	100.000%
5/1/2023	250,000	1.950	100.000%
5/1/2024	255,000	2.000	100.000%
5/1/2025	265,000	2.209	100.000%
5/1/2026	6,825,000	2.379	100.000%
5/1/2027	6,990,000	2.504	100.000%
5/1/2028	7,160,000	2.544	100.000%
5/1/2029	9,095,000	2.594	100.000%
5/1/2030	9,330,000	2.694	100.000%
5/1/2031	2,090,000	2.804	100.000%
5/1/2032	2,145,000	2.894	100.000%
5/1/2033	2,205,000	2.984	100.000%
5/1/2034	2,275,000	3.034	100.000%

SIXTH SUPPLEMENTAL TRUST INDENTURE

Between

COLUMBUS, GEORGIA

AND

U.S. BANK NATIONAL ASSOCIATION  
as trustee

Dated as of November 1, 2019

Relating to

Columbus, Georgia  
Water and Sewerage Taxable Refunding Revenue Bonds,  
Series 2019

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## SIXTH SUPPLEMENTAL TRUST INDENTURE

This SIXTH SUPPLEMENTAL TRUST INDENTURE, dated as of November 1, 2019 (the “Sixth Supplemental Indenture”), between COLUMBUS, GEORGIA (the “Issuer”), and U.S. BANK NATIONAL ASSOCIATION, a national banking association organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

## WITNESSETH:

WHEREAS, the Issuer and the Trustee have heretofore entered into a Trust Indenture, dated as of February 1, 2012, as supplemented by various supplemental indentures (the “Original Indenture” and, as supplemented and amended hereby, the “Indenture”), which provides in Sections 4.1 and 9.1 thereof for the issuance thereunder of Obligations, including Bonds, and provides that the Trustee shall enter into an indenture supplemental to the Original Indenture in connection therewith; and

WHEREAS, the Issuer has determined to issue its Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019, in the aggregate principal amount of \$50,670,000 (the “Series 2019 Bonds”), for the purpose of (a) advance refunding a portion of the outstanding Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A (the “Series 2013A Bonds”), issued in the original aggregate principal amount of \$53,725,000, (b) advance refunding a portion of the outstanding Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2014A (the “Series 2014A Bonds”), issued in the original aggregate principal amount of \$32,995,000, and (c) paying all or a portion of the costs of issuance of the Series 2019 Bonds; and

WHEREAS, all acts and things necessary to make the Series 2019 Bonds, when authenticated and issued as provided in the Original Indenture and this Sixth Supplemental Indenture, the valid, binding and legal obligations of the Issuer, and to constitute the Original Indenture and this Sixth Supplemental Indenture as a valid, binding and legal instrument for the security of the Series 2019 Bonds, have been done and performed, and the creation, execution and delivery of this Sixth Supplemental Indenture and the creation, execution and delivery of the Series 2019 Bonds, subject to the terms of the Original Indenture and this Sixth Supplemental Indenture, have in all respects been duly authorized;

NOW, THEREFORE, THIS SIXTH SUPPLEMENTAL INDENTURE  
WITNESSETH:

That in order to secure the payment of the principal of and interest on the Series 2019 Bonds and the performance and observance of all of the covenants and conditions contained in the Original Indenture, this Sixth Supplemental Indenture and the Series 2019 Bonds, the Issuer and the Trustee, for and in consideration of the premises and of the purchase and acceptance by the owners thereof of the Series 2019 Bonds and of the sum of \$1.00 duly paid by the Trustee to the Issuer and for other good and valuable consideration, the receipt and sufficiency of which are



hereby acknowledged, have executed and delivered this Sixth Supplemental Indenture, and the Issuer and the Trustee DO HEREBY COVENANT AND AGREE with each other and with the registered owners from time to time of the Bonds as follows:

## Article I

DEFINITIONS

Section 1.1. Definitions. All capitalized terms and words used in this Sixth Supplemental Indenture and not otherwise defined herein shall have the meanings set forth or incorporated in Section 1.1 of the Original Indenture, unless the context or use clearly indicates another or different meaning or intent. In addition, the following terms and words have the following meanings for the purposes of this Sixth Supplemental Indenture:

“Designated Office of the Trustee” shall be the address set forth in Section 11.2 of the Original Indenture, or such other office of the Trustee so designated by written notice to the Issuer.

“Escrow Agent” shall mean U.S. Bank National Association, as escrow agent under the Escrow Agreement.

“Escrow Agreement” shall mean the Escrow Deposit Agreement, dated December 18, 2019 among the Issuer, U.S. Bank National Association, as paying agent and bond registrar for the Refunded Bonds, and U.S. Bank National Association, as escrow agent.

“Fifth Supplemental Indenture” shall mean the Fifth Supplemental Trust Indenture, dated as of April 1, 2016, between the Issuer and the Trustee.

“First Supplemental Indenture” shall mean the First Supplemental Trust Indenture, dated as of April 1, 2012, between the Issuer and Trustee.

“Fourth Supplemental Indenture” shall mean the Fourth Supplemental Trust Indenture, dated as of May 1, 2014, between the Issuer and the Trustee.

“Interest Payment Date” shall mean, as to the Series 2019 Bonds, each May 1 and November 1, commencing May 1, 2020.

“Original Indenture” shall mean the Trust Indenture, dated as of February 1, 2012 between the Trustee and the Issuer.

“Record Date” shall mean, as to the Series 2019 Bonds, the 15th day (whether or not a Business Day) of the calendar month next preceding any Interest Payment Date, redemption date or maturity date as to the Series 2019 Bonds.

“Refunded Bonds” shall mean the Refunded Series 2013A Bonds and the Refunded Series 2014A Bonds.

“Refunded Series 2013A Bonds” shall mean that portion of the Series 2013A Bonds maturing on and after May 1, 2026, in the aggregate principal amount of \$32,460,000.

“Refunded Series 2014A Bonds” shall mean that portion of the Series 2014A Bonds maturing on and after May 1, 2029, in the aggregate principal amount of \$11,900,000.

“Series 2013A Bonds” shall mean the Issuer’s Water and Sewerage Refunding Revenue Bonds, Series 2013A in an original aggregate principal amount of \$53,725,000.

“Series 2014A Bonds” shall mean the Issuer’s Water and Sewerage Revenue Bonds, Series 2014A in an original aggregate principal amount of \$32,995,000.

“Second Supplemental Indenture” shall mean the Second Supplemental Trust Indenture, dated as of April 1, 2012, between the Issuer and the Trustee.

“Securities Depository” shall mean The Depository Trust Company, or any successor or assign thereof.

“Sixth Supplemental Indenture” shall mean this Sixth Supplemental Trust Indenture, dated as of November 1, 2019, between the Issuer and the Trustee.

“Third Supplemental Indenture” shall mean the Third Supplemental Trust Indenture, dated as of March 1, 2013, between the Issuer and the Trustee.

“2019 Sinking Fund Account” shall mean the account in the Sinking Fund authorized under Section 3.2(d) of the Original Indenture and created in Section 5.2 hereof.

## Article II

THE SERIES 2019 BONDS

Section 2.1. Designation of Series 2019 Bonds. There is hereby authorized to be issued under the Original Indenture, as supplemented by this Sixth Supplemental Indenture, a series of bonds which shall be designated as the “Columbus, Georgia Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019,” and shall be issued in the aggregate principal amount of \$50,670,000. The Series 2019 Bonds are limited obligations of the Issuer as provided in the Original Indenture.

Section 2.2. Terms of Series 2019 Bonds. The Series 2019 Bonds shall be issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. Each of the Series 2019 Bonds shall be lettered and numbered from R-1 upwards in order of issuance according to the records maintained by the Trustee and may have such other legends or identifying marks as the Trustee or the Issuer deems advisable. The Series 2019 Bonds shall bear their date of authentication. Every Series 2019 Bond issued in exchange for, or upon registration of transfer of, a Series 2019 Bond as originally issued shall bear its date of authentication.

The Series 2019 Bonds shall bear interest from their date at the rate per annum set forth below opposite each principal maturity, payable semiannually on May 1 and November 1 in each year beginning on May 1, 2020, and shall mature on May 1 in the following years and amounts:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$ 620,000	1.774%
2021	915,000	1.824
2022	250,000	1.870
2023	250,000	1.950
2024	255,000	2.000
2025	265,000	2.209
2026	6,825,000	2.379
2027	6,990,000	2.504
2028	7,160,000	2.544
2029	9,095,000	2.594
2030	9,330,000	2.694
2031	2,090,000	2.804
2032	2,145,000	2.894
2033	2,205,000	2.984
2034	2,275,000	3.034

The Series 2019 Bonds shall bear interest (computed on the basis of a 360-day year comprised of twelve 30-day months), payable on each Interest Payment Date, commencing May 1, 2020, from the Interest Payment Date next preceding the date of authentication of such Series 2019 Bond to which interest has been paid or provided for, unless the date of authentication of such Series 2019 Bond is an Interest Payment Date to which interest has been paid or provided for, then from the date of authentication thereof, or unless no interest has been paid on such Series 2019 Bond, in which case from the date of issuance of the Series 2019 Bonds; provided that if the authentication date for a Series 2019 Bond shall be after any Record Date and before the next succeeding Interest Payment Date, then interest shall be paid on such Series 2019 Bonds from the Interest Payment Date next succeeding the authentication date.

Section 2.3. Method and Place of Payment of Series 2019 Bonds.

(a) The Trustee is hereby designated as the paying agent for the payment of the principal of, redemption premium, if any, and interest on the Series 2019 Bonds.

(b) The principal of, redemption premium, if any, and interest on the Series 2019 Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

(c) The principal of and the redemption premium, if any, on the Series 2019 Bonds shall be payable by check or draft at maturity or upon earlier redemption to the Persons in whose names such Series 2019 Bonds are registered on the Bond Register at the maturity or redemption date thereof, upon the presentation and surrender of such Series 2019 Bonds at the Principal Office of the Trustee or of any Paying Agent named in the Series 2019 Bonds.

(d) The interest payable on each Series 2019 Bond on any Interest Payment Date shall be paid by the Trustee to the Person in whose name such Series 2019 Bond is registered on the Bond Register at the close of business on the Record Date for such interest,

(i) by check or draft mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address as is furnished to the Trustee in writing by such Owner, or

(ii) by electronic transfer in immediately available funds, if the Series 2019 Bonds are held by a Securities Depository, or

(iii) at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least \$1,000,000, such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than three Business Days before the applicable Record Date preceding such Interest Payment Date.

#### Section 2.4. Book-Entry; Securities Depository.

(a) The Series 2019 Bonds, shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owners will receive certificates representing their respective interests in the Series 2019 Bonds, except in the event the Trustee issues Replacement Bonds as provided in subsection (b). It is anticipated that during the term of the Series 2019 Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal, premium, if any, and interest on the Series 2019 Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) If (i) the Issuer determines (A) that the Securities Depository is unable to properly discharge its responsibilities or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, or (B) that the continuation of a book-entry system to the exclusion of any Series 2019 Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2019 Bonds, or (ii) the Trustee receives written notice from Participants having interests in not less than 50% of the Series 2019 Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect to the Trustee by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Series 2019 Bonds being issued to any Bondowner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Series 2019 Bonds, then the Trustee, based on information provided to it by the Securities Depository, shall notify the beneficial owners of the Series 2019 Bonds of such determination or such notice and of the availability of certificates to beneficial owners of the Series 2019 Bonds requesting the same, and the Trustee shall register in the name of and authenticate and deliver Series 2019 Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (i)(A) of this subsection (b), the Issuer with the consent of the Trustee may select a successor Securities Depository in accordance with subsection (c) to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository or its nominee is the Registered Owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the Issuer or the Trustee is unable to locate a qualified successor of the Securities Depository in accordance with subsection (c) below, then the Trustee shall authenticate and cause delivery of Replacement Bonds, as provided herein. The Trustee may rely on information from the Securities Depository and its Participants as to the names, addresses, taxpayer identification numbers of and principal amount held by the beneficial owners of the Series 2019 Bonds. The cost of printing Replacement Bonds shall be paid for by the Issuer.

(c) In the event the Securities Depository resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Trustee receives written evidence satisfactory to the Trustee with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository

shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of Series 2019 Bonds for cancellation shall cause the delivery of such Series 2019 Bonds to the successor Securities Depository in appropriate denominations and form as provided herein

Section 2.5. Registration, Transfer and Exchange of Series 2019 Bonds.

(a) The Trustee is hereby appointed Bond Registrar and as such shall keep the Bond Register at its Principal Office in Atlanta, Georgia.

(b) Any Series 2019 Bond may be registered as transferred only upon the Bond Register upon surrender thereof to the Trustee duly endorsed for registration of transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee. Upon any such registration of transfer, the Issuer shall execute and the Trustee shall authenticate and deliver in exchange for such Series 2019 Bond, a new Series 2019 Bond or Series 2019 Bonds registered in the name of the transferee, of any denomination or denominations authorized by this Indenture, in an equal aggregate principal amount and of the same maturity and bearing interest at the same rate.

(c) Any Series 2019 Bonds, upon surrender thereof at the Principal Office of the Trustee in Atlanta, Georgia, together with an assignment duly executed by the Registered Owner or his attorney or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of the Registered Owner thereof, be exchanged for an equal aggregate principal amount of Series 2019 Bonds of the same series and the same maturity, of any denomination or denominations authorized by this Indenture, and bearing interest at the same rate.

(d) In all cases in which Series 2019 Bonds shall be exchanged or registered as transferred hereunder, the Issuer shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Series 2019 Bonds in accordance with this Indenture. All Series 2019 Bonds surrendered in any such exchange or registration of transfer shall forthwith be canceled by the Trustee.

(e) The Issuer, the Trustee or the Securities Depository may make a charge against the Bondowner requesting the same for every such registration of transfer or exchange of Series 2019 Bonds sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such registration of transfer or exchange, and such charge shall be paid before any such new Series 2019 Bond shall be delivered, but the Bondowner shall not be required to pay any other fee as a condition of exercising such privilege. The fees and charges of the Trustee for making any registration of transfer or exchange and the expense of any bond printing or other cost (other than any tax or similar governmental charge as provided above) necessary to effect any such registration of transfer or exchange shall be paid by the Issuer. In the event any Bondowner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such Bondowner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Trustee from amounts otherwise payable to such Bondowner hereunder or under the Series 2019 Bonds.

(f) The Trustee shall not be required to register the transfer of any Series 2019 Bond, or to exchange any Series 2019 Bonds (i) during a period beginning at the opening of business 15 days before the day of mailing of any notice of redemption of Series 2019 Bonds and ending at the close of business on the day of such mailing, (ii) selected for redemption in whole or in part, or (iii) during a period beginning at the opening of business on any Record Date and ending at the close of business on the relevant Interest Payment Date.

(g) The Person in whose name any Series 2019 Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner of such Series 2019 Bond for all purposes under this Indenture, notwithstanding any actual or constructive notice to the contrary, and payment of or on account of the principal of and redemption premium, if any, and interest on any such Series 2019 Bond shall be made only to or upon the order of the Registered Owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2019 Bond, including the interest thereon, to the extent of the sum or sums so paid.

(h) At reasonable times upon prior Written Request and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Issuer or by the Owners (or a designated representative thereof) of 10% or more in principal amount of Series 2019 Bonds then Outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 2.6. Form of Series 2019 Bonds. The Series 2019 Bonds, the certificate of authentication, the form of assignment and the certificate of validation to be endorsed upon the Series 2019 Bonds, shall be substantially in the form attached hereto as Exhibit "A," with such variations, omissions and insertions as are required to distinguish between the Series 2019 Bonds or otherwise as are required or permitted by this Sixth Supplemental Indenture or the Original Indenture.

Section 2.7. Cancellation and Destruction of Series 2019 Bonds. All Series 2019 Bonds paid, redeemed or purchased, either at or before maturity, when such payment, redemption or purchase is made, shall thereupon be cancelled by the Trustee and shall not be reissued but shall thereupon be destroyed by the Trustee and a record thereof furnished periodically to the Issuer.

Section 2.8. Conditions to Delivery of Series 2019 Bonds. The Series 2019 Bonds shall be authenticated by the Trustee and delivered to or upon the directions of the purchaser thereof upon receipt by the Trustee of all conditions to the issuance of Obligations under Sections 2.7 and 4.1 of the Original Indenture.



## Article III

REDEMPTION OF SERIES 2019 BONDS BEFORE MATURITY

Section 3.1. Optional Redemption of Series 2019 Bonds. The Series 2019 Bonds maturing on and after May 1, 2030 are redeemable at the option of the Issuer, in whole or in part, on any date on or after May 1, 2029, at a redemption price of par plus accrued interest to the date of redemption. In order to exercise such optional redemption, the Issuer shall give the Trustee notice of such redemption specifying the date of such redemption. Such notice shall be provided to the Trustee at least five days prior to date that the Trustee is required to provide notice of such redemption to the owners of the Series 2019 Bonds to be redeemed unless the Trustee shall waive such notice.

Section 3.2. Extraordinary Optional Redemption. The Series 2019 Bonds are subject to redemption prior to maturity, at the option of the Issuer, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Issuer in good faith, this Indenture becomes void or unenforceable or impossible of performance.

Section 3.3. Partially Redeemed Series 2019 Bonds. In case any Series 2019 Bond shall be redeemed in part only, upon the surrender of such Series 2019 Bond for partial redemption, the Trustee shall authenticate and shall deliver or cause to be delivered to or upon the written order of the owner thereof a Series 2019 Bond or Bonds in any authorized denominations, for the unredeemed portion of such partially-redeemed certificate. Any Series 2019 Bond, a portion of which has been redeemed as contemplated by this Section, shall be considered to be outstanding only in an amount reduced by the portion thereof so redeemed whether or not it has been surrendered as aforesaid.

Section 3.4. Notice of Redemption. Notice of redemption shall be given by the Trustee to the owners of the Series 2019 Bonds to be redeemed by first class mail, postage prepaid, mailed not less than 20 days prior to the redemption date at the addresses appearing in the registration books maintained by the Trustee. Such notice may state any conditions to the redemption of the Series 2019 Bonds. The Issuer and the Trustee may agree as to any additional or other means of giving notices of redemption with respect to the Series 2019 Bonds. Provided that notice is mailed as provided in this Section, neither failure of any owner of a Series 2019 Bond to receive such notice, nor any defect therein, shall affect the validity of the proceedings to redeem any Series 2019 Bond as to which proper notice was mailed.

Section 3.5. Effect of Redemption Call. Notice having been given in the manner and under the conditions hereinabove provided, and moneys for the payment of the redemption price being held by the Trustee, and all conditions to such redemption having been satisfied, all as provided in this Sixth Supplemental Indenture, the Series 2019 Bonds so called for redemption shall, on the redemption date designated in such notice, become and be due and payable on such

date, interest on the Series 2019 Bonds so called for redemption shall cease to accrue, such Series 2019 Bonds shall cease to be entitled to any lien, benefit or security under this Sixth Supplemental Indenture or the Original Indenture, and the owners of such Series 2019 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof from such moneys.

## Article IV

### 2019 COSTS OF ISSUANCE ACCOUNT

#### Section 4.1. 2019 Costs of Issuance Account.

(a) There is hereby created a sub-account within the Project Fund created pursuant to Section 3.1 of the Original Indenture to be held by the Trustee which shall be designated as the "2019 Costs of Issuance Account." The Trustee is authorized to deposit into the Costs of Issuance Account all moneys or investments received by the Trustee accompanied by instructions from the Issuer to deposit the same in the Costs of Issuance Account. All moneys deposited into the Costs of Issuance Account shall be held in trust by the Trustee separate from other deposits of the Issuer.

(b) Should there then be any balance in the Costs of Issuance Account 180 days following the date of issuance of the Series 2019 Bonds, such balance shall, at the written direction of the Issuer, be paid into the Sinking Fund Account created in Article V hereof.

(c) All payments from the Costs of Issuance Account shall be made upon receipt by the Trustee of a requisition signed by an Authorized Issuer Representative stating each amount to be paid, the name of the person, firm or corporation to whom payment thereof is due, and the account from which such amount is to be paid. The Trustee may conclusively rely upon any statements of fact or representations made in any requisition furnished to it by the Issuer and shall have no duty or responsibility for investigating the truth and accuracy of statements made therein.

## Article V

SOURCE AND APPLICATION OF FUNDS

Section 5.1. Application of Proceeds of Series 2019 Bonds. The principal amount of the Series 2019 Bonds of \$50,670,000, less the underwriters' discount of \$253,350, for a total of \$50,416,650, shall be applied as follows:

- (i) \$49,950,828.77 will be transferred to the Escrow Agent for the Refunded Bonds and deposited in the escrow fund created under the Escrow Agreement; and
- (ii) \$465,821.23 will be deposited into the 2019 Costs of Issuance Account of the Project Fund and used to pay the costs of issuing the Series 2019 Bonds.

Section 5.2. 2019 Sinking Fund Account. There is hereby created and established with the Sinking Fund Custodian a trust account in the Sinking Fund which is designated the "Columbus, Georgia 2019 Sinking Fund Account" (the "2019 Sinking Fund Account"). After there have been paid from the Revenue Fund in each month the sums required to be paid under the provisions of subsections (a) through (e) of Section 3.2 of the Original Indenture, there shall then be paid from the Net Revenues deposited from the Revenue Fund into the 2019 Sinking Fund Account, (i) on or before the 10<sup>th</sup> day of each month, beginning on January 10, 2020 and continuing through and including April 10, 2020, substantially equal monthly payments which will, in the aggregate, equal the principal and interest on the Series 2019 Bonds coming due on May 1, 2020, and (ii) on or before the 10<sup>th</sup> day of each month thereafter, an amount equal to one-sixth of the interest on the Series 2019 Bonds coming due on the next ensuing interest payment date together with an amount equal to one-twelfth of the principal of the outstanding Series 2019 Bonds coming due on the next ensuing principal payment date with respect to the Series 2019 Bonds, whether by maturity or by proceedings for mandatory sinking fund redemption, and such aggregate monthly payments shall continue from month to month until sufficient funds are on hand in the 2019 Sinking Fund Account to pay the principal of and interest on all of the outstanding Series 2019 Bonds as same become due and payable either at maturity or by proceedings for mandatory redemption and the interest that will become due and payable thereon. The Trustee is further authorized to deposit into the 2019 Sinking Fund Account any moneys received upon the exercise of any rights or remedies under the Original Indenture following an Event of Default.

All monies deposited into the Sinking Fund for the purpose of paying the Series 2019 Bonds shall be deposited into the 2019 Sinking Fund Account. Monies in the 2019 Sinking Fund Account shall be used to pay, and shall secure, only Series 2019 Bonds, and any bonds hereafter issued on a parity with the Series 2019 Bonds. Monies in the 2019 Sinking Fund Account shall be used to pay to the Trustee, at least one (1) day prior to the applicable due date of each payment on the Series 2019 Bonds, and any parity bonds hereafter issued, an amount equal to the interest payment or the principal and interest payment on such bonds then coming due immediately thereafter.

Section 5.3. Nonpresentment of Series 2019 Bonds. In the event any Series 2019 Bond shall not be presented for payment when the principal thereof becomes due, either at

maturity, or at the date fixed for redemption thereof, or otherwise, if moneys sufficient to pay any such Series 2019 Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Series 2019 Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for interest thereon, for the benefit of the owner of such Series 2019 Bond who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his or her part under this Indenture with respect to such Series 2019 Bonds. Such funds need not be invested, but if invested, shall be invested only in Government Obligations with maturities of 30 days or less.

Any moneys so deposited with and held by the Trustee not so applied to the payment of Series 2019 Bonds within two years after the date on which the same shall have become due shall be repaid by the Trustee to the Issuer, and thereafter owners of Series 2019 Bonds shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and all liability of the Trustee with respect to such money shall thereupon cease, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

## Article VI

MISCELLANEOUS

Section 6.1. Original Indenture, First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and Sixth Supplemental Indenture as One Document. As supplemented by the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and this Sixth Supplemental Indenture, the Original Indenture is in all respects ratified and confirmed, and the Original Indenture, the First Supplemental Indenture, Second Supplemental Indenture, Third Supplemental Indenture, Fourth Supplemental Indenture, Fifth Supplemental Indenture and this Sixth Supplemental Indenture shall be read, taken and construed as one and the same instrument.

Section 6.2. References. All references herein or in the Original Indenture to any Article, Section or provision of the Original Indenture shall be deemed to refer to such Article, Section or provision as hereby supplemented, unless in any case, the use or context otherwise requires.

Section 6.3. Counterparts. This Sixth Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 6.4. Captions. The captions or headings in this Sixth Supplemental Indenture are for convenience of reference only and in no way define, limit or describe the scope or intent of any provisions or sections of this Sixth Supplemental Indenture.

Section 6.5. Governing Law. The effect and meaning of this Sixth Supplemental Indenture and the rights of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Georgia (without regard to the conflict of laws principles thereof).

Section 6.6. Effective Date and Term. This Sixth Supplemental Indenture shall become effective upon the execution and delivery hereof by the Issuer and the Trustee, and shall continue in full force and effect until the Series 2019 Bonds are no longer outstanding pursuant to the Indenture.

IN WITNESS WHEREOF, the Issuer and the Trustee have caused these presents to be executed in their respective names and behalf and sealed and attested by their duly authorized officers, and to evidence its acceptance of the trust hereby created, the Trustee has caused these presents to be executed, sealed and attested in its name and behalf by its duly authorized officers, all as of the date first above written.

COLUMBUS, GEORGIA

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk

U.S. BANK NATIONAL ASSOCIATION, as  
Trustee

By: \_\_\_\_\_  
Vice President

(SEAL)

Attest:

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



EXHIBIT "A"

[FORM OF SERIES 2019 BOND]

No. R-\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF GEORGIACOLUMBUS, GEORGIA  
WATER AND SEWERAGE  
TAXABLE REFUNDING REVENUE BONDS  
SERIES 2019

MATURITY DATE: May 1, 20\_\_

DATED DATE: December \_\_, 2019

INTEREST RATE: %

PRINCIPAL AMOUNT: \$

FOR VALUE RECEIVED, COLUMBUS, GEORGIA (the "Issuer"), a body politic and corporate, a political subdivision of the State of Georgia, and a public corporation, hereby promises to pay solely from the sources hereinafter described to

CEDE &amp; CO., as nominee of the Depository Trust Company

or registered assigns, the principal sum of

[AMOUNT]

on the date specified above, upon presentation and surrender of this bond at the corporate trust office in Atlanta, Georgia of U.S. Bank National Association, as trustee, registrar and paying agent (the "Trustee"), and to pay interest on such principal sum (computed on the basis of a 360-day year of twelve 30-day months) at the interest rate per annum specified above, payable semiannually on the first days of May and November of each year (each such date an "Interest Payment Date"), commencing May 1, 2020, from the Interest Payment Date next preceding the date of authentication of this bond to which interest has been paid or provided for, unless the date of authentication of this bond is an Interest Payment Date to which interest has been paid or provided for, in which case from the date hereof or unless no interest has been paid hereon in which case from the date of issuance of this bond, or unless such authentication date shall be after any record date (hereinafter defined) and before the next succeeding Interest Payment Date in which case interest shall be paid from the next succeeding Interest Payment Date.

Bonds maturing on and after May 1, 2030 are redeemable at the option of the Issuer, in whole or in part, on any date on or after May 1, 2029, at a redemption price of par plus accrued interest to the redemption date. In order to exercise such optional redemption, the Issuer shall give

the Trustee notice of such redemption specifying the date of such redemption. Such notice shall be provided to the Trustee at least five days prior to date that the Trustee is required to provide notice of such redemption to the owners of the Bonds to be redeemed unless the Trustee shall waive such notice.

The Bonds are subject to extraordinary optional redemption prior to maturity, at the option of the Issuer, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date as a result of any changes in the Constitution of the State or the Constitution of the United States of America or of legislative or administrative action (whether state or federal) or by final direction, judgment or order of any court or administrative body (whether state or federal) entered after the contest thereof by the Issuer in good faith, the Indenture becomes void or unenforceable or impossible of performance.

If less than all of the principal amount of the Bonds are to be redeemed, such redemption shall be applied from maturities in such order as may be specified by the Issuer.

Notice of redemption will be given by first-class mail not less than 20 days prior to the redemption date to each registered owner of the Bonds called for redemption at the address shown on the registration books maintained by the Trustee. If notice of redemption has been given as described above and if payment of the redemption price has been duly provided for on the redemption date, then interest on such Bonds will cease to accrue, and the owners of such Bonds will have no rights with respect to such Bonds, and the owners of such Bonds shall have no rights under the Trust Indenture except to receive payment of the redemption price and unpaid interest accrued to the redemption date.

If less than all of a maturity of the Bonds is to be redeemed, the particular Bonds or portion of Bonds will be redeemed in order of maturity selected by the Issuer and by lot within a maturity

The principal of, and interest on this bond shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The principal of this bond shall be payable by check or draft to the Registered Owner at the maturity or redemption date hereof upon presentation and surrender of this bond at the Principal Office of the Trustee. The interest payable on this Bond on any Interest Payment Date shall be paid by the Trustee to the Registered Owner appearing on the registration books of the Issuer (the "Bond Register") maintained by the Trustee, as Bond Registrar, at the close of business on the Record Date next preceding such Interest Payment Date and shall be paid (i) by check or draft of the Trustee mailed on the applicable Interest Payment Date to such Registered Owner at his address as it appears on such Bond Register or at such other address furnished in writing by such Registered Owner to the Trustee or (ii) by electronic transfer in immediately available funds, if the Bonds are held by the Depository Trust Company or another securities depository, or at the written request addressed to the Trustee by any Owner of Bonds in the aggregate principal amount of at least \$1,000,000 such request to be signed by such Owner, containing the name of the bank (which shall be in the continental United States), its address, its ABA routing number, the name and account number to which credit shall be made and an acknowledgment that an electronic transfer fee is payable, and to be filed with the Trustee no later than ten Business Days before the applicable Record Date preceding such Interest Payment Date.

This bond is one of a duly authorized series of Taxable Refunding Revenue Bonds in the aggregate principal amount of \$50,670,000, all of like tenor, except as to authentication dates, numbers, denominations, interest rates and maturities (the "Series 2019 Bonds"), issued pursuant to the Constitution and laws of the State of Georgia, and a resolution of the Issuer duly adopted on October 8, 2019, as supplemented by a supplemental resolution of the Issuer duly adopted on December 3, 2019 (collectively, the "Resolution"), for the purpose of providing funds to be applied toward (a) advance refunding a portion of the outstanding Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A (the "Series 2013A Bonds"), issued in the original aggregate principal amount of \$53,725,000, (b) advance refunding a portion of the outstanding Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2014A (the "Series 2014A Bonds"), issued in the original aggregate principal amount of \$32,995,000, and (c) paying all or a portion of the costs of issuance of the Series 2019 Bonds.

As security for the payment of the Series 2019 Bonds, the Issuer has assigned to U.S. Bank National Association, as trustee (the "Trustee"), under the Trust Indenture, dated as of February 1, 2012, as supplemented by various indentures including the Sixth Supplemental Indenture, dated as of November 1, 2019 (as supplemented, the "Indenture"), a lien on the Trust Estate, which includes all right, title and interest of the Issuer in (i) all moneys and securities held by the Trustee, or by any custodian designated pursuant to the terms of the Indenture, in any and all of the funds and accounts established under the Indenture, (ii) all Net Revenues derived from the operation of the System, and (iii) other property subject to the lien of the Indenture (all such capitalized terms having the meaning ascribed thereto in the Indenture) that is expressly junior and subordinate to the lien on the Trust Estate with respect to the Existing Bonds (as defined in the Indenture).

THIS BOND DOES NOT CONSTITUTE AN INDEBTEDNESS OR OBLIGATION OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING COLUMBUS, GEORGIA. THIS BOND IS PAYABLE BY THE ISSUER, SOLELY FROM THE TRUST ESTATE PLEDGED TO THE PAYMENT THEREOF UNDER THE INDENTURE. NO OWNER OF THIS BOND SHALL EVER HAVE THE RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING COLUMBUS, GEORGIA, TO PAY THIS BOND OR THE INTEREST HEREON OR ANY OTHER COST RELATING HERETO OR TO ENFORCE PAYMENT HEREOF AGAINST ANY PROPERTY OF THE STATE OF GEORGIA OR ANY POLITICAL SUBDIVISION THEREOF. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND AGAINST ANY OFFICER, DIRECTOR OR MEMBER OF THE ISSUER.

Reference is hereby made to the Indenture and the Sixth Supplemental Indenture for a description of the moneys pledged and assigned to the payment of the Series 2019 Bonds, the provisions, among others, with respect to the nature and extent of the security for the Series 2019 Bonds, the rights, duties and obligations of the Issuer, the Trustee and the owners of the Series 2019 Bonds, and the terms under which the Indenture and the Sixth Supplemental Indenture may be supplemented or amended.

This bond may be registered as transferred only upon the registration books kept for that purpose at the principal corporate trust office of the Trustee by the registered owner hereof in person, or by his or her attorney duly authorized in writing, upon presentation and surrender to the Trustee of this bond duly endorsed for registration of transfer or accompanied by an assignment duly executed by the registered owner or his or her attorney duly authorized in writing, and thereupon a new registered bond, of the same series, in the same aggregate principal amount and of the same maturity shall be issued to the transferee in exchange therefor.

This bond may be exchanged by the registered owner hereof or his or her duly authorized attorney upon presentation at the designated corporate trust office of the Trustee in Atlanta, Georgia for an equal aggregate principal amount of Series 2019 Bonds in any authorized denominations in the manner, subject to the conditions and upon payment of charges, if any, provided in the Indenture.

The Series 2019 Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The person in whose name this bond is registered on the registration books kept by the Trustee shall be deemed to be the owner of this bond for all purposes.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until this bond shall have been authenticated and registered upon the registration books kept by the Trustee for that purpose, which authentication shall be evidenced by the manual execution of the bond hereon by the Trustee.

It is hereby recited and certified that all acts, conditions and things required by the Constitution and laws of the State of Georgia to happen, exist and be performed precedent to and in the issuance of this bond, the execution of the Indenture, and the adoption of the Resolution by the Issuer have happened, do exist and have been performed as so required. This bond is issued with the intent that the laws of the State of Georgia shall govern its enforcement and construction.

IN WITNESS WHEREOF, Columbus, Georgia has caused this bond to be executed by the manual or facsimile signature of its Mayor and its official seal to be impressed or printed hereon and attested by the manual or facsimile signature of its Clerk.

COLUMBUS, GEORGIA

(SEAL)

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

Attest:

\_\_\_\_\_  
Clerk

CERTIFICATE OF AUTHENTICATION

Date of Authentication: December \_\_, 2019

This bond is one of the Series 2019 Bonds  
described in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

\* \* \* \* \*

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF MUSCOGEE

The undersigned Clerk of the Superior Court of Muscogee County, State of Georgia, DOES HEREBY CERTIFY that this bond was validated and confirmed by judgment of the Superior Court of Muscogee County, Georgia, in case No. SU-19-CV-2796 rendered on the 30<sup>th</sup> day of October, 2019.

Witness my manual or facsimile signature and seal of the Superior Court of Muscogee County, Georgia.

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Clerk, Superior Court, Muscogee County, Georgia

(S E A L)

\* \* \* \* \*

## (Form for Transfer)

FOR VALUE RECEIVED, \_\_\_\_\_ the undersigned, hereby sells, assigns and transfers unto \_\_\_\_\_ (Tax Identification or Social Security No. \_\_\_\_\_) the within Series 2019 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney to transfer the within Series 2019 Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature Guarantee:

\_\_\_\_\_  
(Authorized Officer)  
Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2019 Bond in every particular, without alteration or enlargement or any change whatever.



COLUMBUS, GEORGIA  
WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS,  
SERIES 2019

November 20, 2019

**BOND PURCHASE AGREEMENT**

Council of Columbus, Georgia  
Government Center  
100 Tenth Street, 6th Floor  
P.O. Box 1340  
Columbus, Georgia 31901

To the Addressee:

The undersigned, Stifel, Nicolaus & Company, Incorporated (the “Underwriter”), hereby offers to enter into this Bond Purchase Agreement (this “Purchase Agreement”) with Columbus, Georgia (“Columbus”) for the purchase by the Underwriter of the Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by Columbus of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by a duly authorized officer of Columbus prior to 5:00 P.M., Eastern Standard Time, on November 20, 2019. Upon such acceptance and execution, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon Columbus and the Underwriter. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture referred to in Section 2 hereof.

1. Agreement to Purchase and Sell. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from Columbus \$50,670,000 in aggregate principal amount of the Columbus, Georgia Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019 (the “Bonds”), at a purchase price of \$50,416,650 (which is equal to par, less Underwriter’s discount of \$253,350).

Columbus will deliver, or cause to be delivered, to the Underwriter by means of a book-entry system administered by The Depository Trust Company (“DTC”) in New York, New York, the Bonds in definitive form, duly executed and authenticated, in such authorized denominations and registered in the name of Cede & Co., as nominee of DTC, together with the other documents herein required; and the Underwriter will accept such delivery and pay the purchase price of the Bonds to Columbus in immediately available funds at the offices of King & Spalding, LLP, Atlanta, Georgia, at 10 a.m., local time on December 18, 2019, or at such other time or place as Columbus and the Underwriter mutually agree upon, such time being hereinafter

referred to as the “Closing” or the “Closing Date.” The Bonds will be made available for inspection by the Underwriter at least 24 hours prior to the Closing.

Pursuant to this Purchase Agreement, it shall be a condition of Columbus’ obligation to sell simultaneously all of the Bonds to the Underwriter and the Underwriter’s obligation to purchase all of the Bonds, that the entire principal amount of the Bonds shall be delivered by Columbus and accepted and paid for by the Underwriter at the Closing.

2. Description of Bonds. The Bonds shall be as described in, shall be authorized by and secured pursuant to a Trust Indenture, dated as of February 1, 2012 (the “Original Indenture”), between Columbus and U.S. Bank National Association, as trustee (the “Trustee”), as supplemented from time to time, including by a Sixth Supplemental Trust Indenture, dated as of November 1, 2019 (the “Sixth Supplemental Indenture” and, the Original Indenture as supplemented, the “Indenture”). The Bonds are limited obligations of Columbus. The Bonds are payable solely from a lien on the Net Revenues (as defined in the Indenture) of the water and sewerage system of Columbus (the “System”) and are equally and ratably secured on a parity basis with the following Existing Parity Bonds issued by Columbus pursuant to the Indenture: (i) Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2012A (the “Series 2012A Bonds”) in the original aggregate principal amount of \$27,705,000, (ii) Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2012B in the original aggregate principal amount of \$38,685,000 (the “Series 2012B Bonds”), and (iii) Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2016 in the original aggregate principal amount of \$57,855,000 (the “Series 2016 Bonds” and, together with the Series 2012A Bonds and the Series 2012B Bonds, the “Existing Parity Bonds” and the Existing Parity Bonds, together with the Bonds, the “Parity Bonds”). The Bonds shall bear interest at the rates and shall mature in the amounts set forth in Schedule I attached hereto. All other terms of the Bonds are described in the Official Statement (hereinafter defined).

Columbus and the Board of Water Commissioners of Columbus will undertake, pursuant to a Continuing Disclosure Agreement of Columbus and the Board of Water Commissioners of Columbus (the “Disclosure Agreement”), dated as of December 18, 2019, to provide annual reports and notices of certain events. The form of this undertaking is set forth in the hereinafter described Preliminary Official Statement and will also be set forth in the hereinafter described Official Statement.

3. Use of Proceeds. The proceeds from the sale of the Bonds will be used for the purpose of (a) advance refunding a portion of Columbus’ outstanding Water and Sewerage Refunding Revenue Bonds, Series 2013A (the “Series 2013A Bonds”), issued in the original aggregate principal amount of \$53,725,000, (b) advance refunding a portion of Columbus’ outstanding Water and Sewerage Revenue Bonds, Series 2014A (the “Series 2014A Bonds”, and together with the Series 2013A Bonds, the “Refunded Bonds”), issued in the original aggregate principal amount of \$32,995,000, and (c) paying all or a portion of the costs of issuance of the Bonds.

4. Public Offering. The Underwriter intends to make a bona fide initial public offering of the Bonds at the prices or yields set forth on Schedule I attached hereto. The Underwriter, however, reserves the right to change such offering price or prices (or yields) as the

Underwriter shall deem necessary in connection with the marketing of the Bonds. The Underwriter reserves the right to: (i) over-allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those that might otherwise prevail in the open market and (ii) discontinue such stabilizing, if commenced, at any time without prior notice.

5. Preliminary Official Statement; Official Statement. Columbus has caused to be prepared and circulated by the Underwriter a Preliminary Official Statement relating to the Bonds, dated October 31, 2019 (such Preliminary Official Statement, including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by Columbus for use with respect to the Bonds being herein called the "Preliminary Official Statement"), and does hereby consent to and ratify the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. Columbus hereby certifies to the Underwriter that the Preliminary Official Statement, as of its date, was designated as a "deemed final" Preliminary Official Statement as of its date as required by Rule 15c2-12 (the "Rule") of the Securities Exchange Act of 1934, as amended the "1934 Act"). As such, the Preliminary Official Statement, as of its date, was final except for information concerning the offering prices, aggregate principal amount, principal amount per maturity, interest rates, ratings, selling compensation, delivery date and other matters related to the offering prices. Columbus hereby agrees to furnish the Underwriter with a final Official Statement (the "Official Statement") within seven business days of the date hereof (but no later than the Closing Date) and in time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with the Rule and the rules of the Municipal Securities Rulemaking Board (the "MSRB"), dated the date hereof and substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in their discretion. The preparation, use and distribution of the Preliminary Official Statement and the Official Statement are hereby authorized and approved by Columbus. Columbus hereby authorizes the use of copies of the Official Statement and other pertinent documents in connection with the offering and sale of the Bonds. The Underwriter hereby agrees not to distribute or make any use of any official statement relating to the Bonds other than the Official Statement. Columbus agrees to supplement the Official Statement whenever requested by the Underwriter and for a minimum period of 25 days after the end of the underwriting period when in the reasonable judgment of the Underwriter such supplementation is required due to a change in the affairs of Columbus. The reasonable cost of any such supplementation required within 90 days of the Closing of the purchase of the Bonds by the Underwriter shall be borne by Columbus.

6. Representations and Warranties of Columbus. In order to induce the Underwriter to enter into this Purchase Agreement, Columbus represents and warrants to the Underwriter as follows:

(a) Columbus is, and at the Closing Date will be, a consolidated city-county government duly created, organized and validly existing under the Constitution and laws of the State of Georgia.

(b) Columbus is authorized under the laws of the State of Georgia, including the Revenue Bond Law (O.C.G.A. Section 36-82-60 *et seq.*, as amended), (i) to own and operate the System, (ii) to execute the Indenture and to pledge a lien on the Net Revenues, (iii) to issue, execute, deliver and perform its obligations under the Bonds for the purposes described in Section 3 hereof, (iv) to execute, deliver and perform its obligations under this Purchase Agreement and the Disclosure Agreement, (v) to execute and deliver the Official Statement and (vi) to carry out and consummate all of the transactions contemplated on its part hereby and by the aforementioned documents.

(c) The Preliminary Official Statement was, and the Official Statement will be, correct and complete in all material respects and does not, and will not, contain any untrue statement of a material fact or omit to state any material fact which should be included therein for the purpose for which the document was, and is to be, used, or which was, or is, necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Columbus has reviewed the Preliminary Official Statement and consents to the use of it by the Underwriter to offer and sell the Bonds.

(d) On or before the date of the Closing referred to in Section 1 hereof, Columbus will have (a) executed and delivered the Indenture, and (b) duly authorized all actions required to be taken by it for (i) the issuance, execution, delivery and performance of the Bonds, (ii) the execution, delivery and due performance of this Purchase Agreement and the Disclosure Agreement, (iii) the execution and delivery of the Official Statement, and (iv) the execution, delivery and due performance of any and all other agreements and documents as may be required to be executed, delivered, or performed by Columbus in order to carry out, give effect to and consummate the transactions contemplated on its part hereby and by each of the aforementioned documents.

(e) This Purchase Agreement and the Disclosure Agreement when executed and delivered, will constitute valid and legally binding obligations of Columbus, enforceable in accordance with their respective terms (subject to usual principles of equity and to applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect). The Bonds, when issued, delivered and paid for as herein provided, will constitute valid and legally binding limited obligations of Columbus, enforceable in accordance with their terms (subject in each case to usual principles of equity and to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect). The Bonds shall be limited obligations of Columbus, payable from and secured by a lien on the Net Revenues of the System. The Bonds will not constitute a general obligation of the State of Georgia, Columbus, or any political subdivision of the State of Georgia within the meaning of any constitutional or statutory limitation upon indebtedness. Neither the State of Georgia, Columbus nor any political subdivision of the State of Georgia shall be subject to any pecuniary liability thereon. No owner of the Bonds shall ever have the right to compel the exercise of the taxing power of the State of Georgia, Columbus or any political subdivision of the State of Georgia to pay the same or the interest thereon.

(f) Columbus will apply the proceeds from the sale of the Bonds as specified in Section 3 hereof.

(g) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of Columbus, threatened against or affecting Columbus (or, to the knowledge of Columbus, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent Columbus from functioning or contesting or questioning the existence of Columbus or the titles of the present officers of Columbus to their offices; or (ii) wherein an unfavorable decision, ruling or finding would materially adversely affect the financial position of Columbus or the security for the Bonds, or adversely affect (A) the powers of Columbus or the validity or enforceability of the Indenture, the Bonds, this Purchase Agreement, the Disclosure Agreement or any agreement or instrument to which Columbus is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby or by the aforementioned documents, (B) the transactions contemplated hereby or by the aforementioned documents or (C) the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(h) The execution, delivery and performance of the Indenture, the issuance, execution and delivery of the Bonds, the execution and delivery by Columbus of this Purchase Agreement, the Disclosure Agreement, the Official Statement and the other documents contemplated hereby and by the aforementioned documents, and the compliance with the provisions thereof, will not conflict with or constitute on the part of Columbus a violation of, breach of or default under (i) any governing instruments, (ii) any indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which Columbus is a party or by which Columbus is bound or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over Columbus or any of its properties. All consents, approvals, authorizations and orders of governmental or regulatory authorities, if any, that are required to be obtained by Columbus in connection with the refunding of the Refunded Bonds and the operation of the System, the execution and delivery of this Purchase Agreement, the Disclosure Agreement, the Official Statement and the consummation of the transactions contemplated on its part hereby and by the aforementioned documents have been duly obtained and remain in full force and effect, except for those items which are not required as of the date hereof and except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(i) If, between the date of this Purchase Agreement and the date 90 days following the Closing, an event occurs affecting Columbus which could cause the Official Statement to contain an untrue statement of a material fact or to omit to state a material fact which should be included therein for the purposes for which the Official Statement is to be used or which is necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, Columbus shall notify the Underwriter, and, if in the opinion of Columbus or the Underwriter, such event requires an amendment or supplement to the Official Statement, Columbus will, at its

expense, amend or supplement the Official Statement in the form and in a manner approved by Columbus and the Underwriter.

(j) Neither Columbus nor anyone acting on its behalf has, directly or indirectly, offered the Bonds or any similar securities of Columbus for sale to, or solicited any offer to buy the same from, anyone.

(k) Columbus deems the preliminary official statement final as of its date for purposes of Rule 15c2-12, except for any information which is permitted to be omitted therefrom in accordance with Rule 15c2-12.

(l) Columbus agrees to notify the Underwriter of any event that has a material adverse impact on Columbus for a period of 90 days following the end of the underwriting period. For purposes of this paragraph, the term “end of the underwriting period” means the later of the Closing Date or the date the Underwriter no longer retains, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. In the event that the end of the underwriting period is a date other than the Closing Date, the Underwriter shall on the Closing Date so notify Columbus in writing of such fact, and thereafter shall notify Columbus on the date that the underwriting period ends that such period has ended.

(m) Any certificate signed by an authorized officer of Columbus delivered to the Underwriter shall be deemed a representation and warranty by Columbus to the Underwriter as to the statements made therein.

(n) To the best of Columbus’ knowledge, Columbus has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities.

(o) Columbus has not received any notice, directly or indirectly, from the Department of the Treasury, the IRS or any other entity or person contesting or questioning in any way the exemption from federal income taxation of the interest due on any of its bonds, nor to the knowledge of Columbus has any holder of any of its bonds received any such notice.

(p) After the issuance of the Bonds and the defeasance of the Refunded Bonds on or around December 18, 2019, the Parity Bonds will be the only obligations secured by a first priority lien on the Net Revenues of the System.

(q) Columbus and the Board of Water Commissioners will undertake pursuant to the Disclosure Agreement to provide certain financial information and operating data relating to Columbus and notice of certain events to the Electronic Municipal Market Access system (“EMMA”), established by the Municipal Securities Rulemaking Board (the “MSRB”), in order to assist the Underwriter in complying with the Rule. Columbus represents that, except as disclosed in the Official Statement, Columbus and the Board of Water Commissioners have been in material compliance during the previous five years with its continuing disclosure obligations in accordance with Rule 15c2-12, except as disclosed in the Official Statement.

(r) Columbus acknowledges and agrees that these representations and warranties are made to induce the Underwriter to purchase the Bonds, and that such representations and warranties and any other representations and warranties made by Columbus to the Underwriter is made for the benefit of the ultimate purchasers of the Bonds and may be relied upon by such purchasers.

7. Conditions to Closing. The Underwriter's obligation to purchase and pay for the Bonds is subject to the accuracy of the representations and warranties of Columbus herein as of the date hereof and as of the Closing Date, to the accuracy of statements to be made on behalf of Columbus hereunder, to the performance by Columbus of its obligations hereunder and to the following additional conditions:

(a) The Official Statement, this Purchase Agreement, the Disclosure Agreement and the Indenture, shall have been duly authorized, executed and delivered by the parties thereto and shall be in full force and effect, shall conform to the descriptions thereof in the Official Statement, and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the proceeds of the Bonds shall be deposited and applied as described in the Indenture, and Columbus shall have duly adopted and there shall be in full force and effect such additional resolutions as shall, in the opinion of King & Spalding, LLP, as Bond Counsel, be necessary or appropriate in connection with the transactions contemplated hereby.

(b) The decree of the Superior Court of Muscogee County validating the Bonds shall be in full force and effect, and there shall be no appeals pending with respect to such decree.

(c) Columbus shall have duly authorized, executed and delivered the Bonds and they shall be in full force and effect and shall conform to the descriptions thereof in the Official Statement.

(d) Columbus shall have received the unqualified approving opinion of Bond Counsel, dated the Closing Date and in substantially the form set forth in the Preliminary Official Statement.

(e) The Underwriter shall have received the opinion of King & Spalding LLP, Atlanta, Georgia, dated the Closing Date and addressed to the Underwriter and Columbus, to the effect that based on their discussions with officials of Columbus and others concerning the contents of the Official Statement, but without having undertaken to verify independently the information contained in the Official Statement, they have no reason to believe that the Official Statement contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading (except that they need not express any opinion as to financial or statistical information contained in the Official Statement).

(f) The Underwriter shall have received the favorable opinion of Hall Booth Smith, P.C., Columbus, Georgia, dated the Closing Date and addressed to the Underwriter, Columbus and to Bond Counsel, in substantially the form attached hereto as Exhibit A.

(g) The Underwriter shall have received a certificate of Columbus, dated the Closing Date, signed by the Mayor of Columbus to the effect that:

(i) Columbus has duly performed and satisfied hereunder or complied with all of its obligations and conditions to be performed and satisfied hereunder at or prior to the Closing and each of its representations and warranties contained herein have not been amended, modified, or rescinded and is in full force and effect and is true and correct in all material respects as of the Closing;

(ii) Columbus has duly authorized, by all necessary action, the execution, delivery, receipt, and due performance of the Bonds, the Indenture, the Disclosure Agreement, this Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered, received, and performed by Columbus to carry out, give effect to, and consummate the transactions contemplated hereby and by the Indenture, the Preliminary Official Statement and the Official Statement;

(iii) There is no action, suit, proceeding, or any inquiry or investigation at law or in equity or before or by any public board of body pending or, to her knowledge after making due inquiry with respect thereto, threatened against or affecting Columbus or its property or, to her knowledge after making due inquiry with respect thereto, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Indenture or the pledge of the net revenues of the System to pay the principal of and interest on the Bonds, or the validity or enforceability of the Bonds, the Indenture, the Disclosure Agreement, or this Purchase Agreement, which have not been previously disclosed in writing to the Underwriter and which is not disclosed in the Preliminary Official Statement or the Official Statement;

(iv) All information furnished to the Underwriter for use in connection with the marketing of the Bonds and the information contained in the Preliminary Official Statement and the Official Statement relating to Columbus, were, as of the respective dates thereof and are as of the Closing, true in all material respects and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading;

(v) The execution, delivery, receipt, and due performance of the Bonds, the Indenture, the Disclosure Agreement, this Purchase Agreement, and the other agreements contemplated hereby and by the Indenture and the Official Statement under the circumstances contemplated hereby and thereby and



Columbus' compliance with the provisions thereof will not conflict with or be in violation of Columbus' organic documents or any existing law or court or administrative regulation, rule, decree, or order or conflict with or constitute on Columbus' part a breach of or a default under any agreement, notice, indenture, mortgage, security deed, resolution, ordinance, lease, indebtedness, lien, plan, instrument, or other restriction to which Columbus is subject or by which Columbus is or may be bound; and

(vi) Since the date hereof there has not been any material adverse change in the business, properties, financial position, or results of operations of Columbus, whether or not arising from transactions in the ordinary course of business, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement, and except in the ordinary course of business, Columbus has not suffered or incurred any material liability, other than as previously disclosed in writing to the Underwriter and as disclosed in the Official Statement.

(h) The Underwriter shall have received written evidence that Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc. ("S&P") has issued its rating of "AA+" with respect to the Bonds and such rating shall be in effect on the Closing Date.

(i) The Underwriter shall have received written evidence that Moody's Investors Service, Inc. ("Moody's") has issued its rating of "Aa2" with respect to the Bonds and such rating shall be in effect on the Closing Date.

(j) The Underwriter shall have received an executed counterpart of the Disclosure Agreement.

(k) The Underwriter shall have received a supplemental opinion of King & Spalding LLP, Bond Counsel, dated the date of the Closing and addressed to the Underwriter in substantially the form attached hereto as Exhibit B.

(l) The Underwriter shall have received a copy of the letter from Robinson, Grimes & Co., P.C. (the "Auditor"), addressed to Columbus and the Underwriter consenting to the use of its report on the financial statements of the Columbus Water Works in the Preliminary Official Statement and the Official Statement.

(m) The Underwriter shall have received an Agreed Upon Procedures Letter from the Auditor, in form and substance satisfactory to the Underwriter.

(n) The Underwriter shall have received a certificate from an independent certified public accountant, or firm thereof, to the effect that the payments covenanted to be made into the "Sinking Fund" created under the Prior Bond Ordinance (as defined in the Indenture), the Sinking Fund created under the Indenture, and any reserve or other special accounts within each Sinking Fund, are currently being made in the full amount

as required and such accounts are at their proper balances as required by Sections 4.1(i) and (j) of the Indenture.

(o) The Underwriter shall have received either (i) a certificate from an independent certified public accountant that the Net Revenues of the System for a period of 12 consecutive months out of the 18 months immediately preceding the month of adoption of proceedings authorizing the issuance of the Bonds have been equal to at least 1.20 times the highest annual Debt Service Requirement in any succeeding Sinking Fund Year on all Existing Parity Bonds then outstanding and on the Bonds proposed to be issued, or (ii) a certificate from Columbus certifying that the Debt Service Requirement on all Outstanding Obligations (as defined in the Indenture) immediately following the issuance of the Bonds, for any Sinking Fund Year to and including the Sinking Fund Year of the final maturity of the Outstanding Obligations prior to such refunding, will not, as a result of such refunding, exceed the Debt Service Requirement for any such Sinking Fund Year had such refunding not occurred.

(p) Columbus shall deliver: (a) a final official statement within the time period and in adequate format to comply with Rule 15c2-12 and the rules of the MSRB; and (b) a continuing disclosure undertaking complying with the requirements set forth in Rule 15c2-12.

(q) The Underwriter shall have received such additional certificates, opinions and other evidences as the Underwriter may deem necessary or advisable in connection with the Underwriter's purchase of the Bonds and the public offering and sale thereof. The opinions and certificates and other evidences referred to in this Purchase Agreement shall be in form and substance satisfactory to the Underwriter.

8. Underwriter's Right to Cancel. The Underwriter shall have the right to cancel their obligations to purchase and accept delivery of the Bonds hereunder by notifying Columbus or its designated representative, in writing or by telecopy, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing any of the following events shall occur in the sole and reasonable judgment of the Underwriter:

(a) an event shall occur which makes untrue or incorrect in any material respect, as of the time of such event, any statement or information contained in the Official Statement or which is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein in the light of the circumstances under which they were made not misleading in any material respect and, in either such event, (i) Columbus refuses to permit the Official Statement to be supplemented to supply such statement or information in a manner satisfactory to the Underwriter, or (ii) the effect of the Official Statement as so supplemented is, in the judgment of the Underwriter, to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(b) legislation shall be introduced in, enacted by, reported out of committee, or recommended for passage by the State of Georgia, either House of the Congress, or

recommended to the Congress or otherwise endorsed for passage (by press release, other form of notice or otherwise) by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States Senate or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff or such committee or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either House, or a decision by a court of competent jurisdiction shall be rendered, or a regulation or filing shall be issued or proposed by or on behalf of the Department of the Treasury or the Internal Revenue Service of the United States, or other agency of the federal government, or a release or official statement shall be issued by the President, the Department of the Treasury or the Internal Revenue Service of the United States, in any such case with respect to or affecting (directly or indirectly) the federal or state taxation of interest received on obligations of the general character of the Bonds which, in the judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(c) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the general character of the Bonds (including any related underlying obligations) is in violation or would be in violation of any provisions of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended or the Trust Indenture Act of 1939, as amended; or

(d) legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended (the "Securities Act"), or that the Indenture is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect; or

(e) there shall have occurred (i) any outbreak or escalation of hostilities, declaration by the United States of a national or international emergency or war; or (ii) any other calamity or crisis in the financial markets of the United States or elsewhere; or (iii) a downgrade of the sovereign debt rating of the United States by any major credit

rating agency or payment default on United States Treasury obligations; or (iv) a default with respect to the debt obligations of, or the institution of proceedings under any federal bankruptcy laws by or against any state of the United States or any city, county or other political subdivision located in the United States having a population of over 1,000,000, which, in the judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(f) there shall have occurred a general suspension of trading, minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges or prices for securities shall have been required on the New York Stock Exchange or other national stock exchange whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental agency having jurisdiction or any national securities exchange shall have: (i) imposed additional material restrictions not in force as of the date hereof with respect to trading in securities generally, or to the Bonds or similar obligations; or (ii) materially increased restrictions now in force with respect to the extension of credit by or the charge to the net capital requirements of Underwriter or broker-dealers which, in the judgment of the Underwriter, materially adversely affects the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(g) a general banking moratorium shall have been declared by federal or New York or Georgia state authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred which, in the judgment of the Underwriter, materially adversely affects the market price or the marketability for the Bonds or the ability of the Underwriter to enforce contracts for the sale, at the contemplated offering prices (or yields), of the Bonds; or

(h) a downgrading or suspension of any rating (without regard to credit enhancement) by Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's ("S&P"), or Fitch Ratings ("Fitch") of any debt securities issued by Columbus, or (ii) there shall have been any official statement as to a possible downgrading (such as being placed on "credit watch" or "negative outlook" or any similar qualification) of any rating by Moody's, S&P or Fitch of any debt securities issued by Columbus, including the Bonds; or

(i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way protesting or affecting any authority for or the validity of the Bonds or the existence or powers of Columbus or the territorial limits of Columbus; or

(j) there shall have occurred any material adverse change in the affairs of Columbus which would adversely impact the repayment of the Bonds; or

(k) there shall have occurred any other event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse

to make it impracticable or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

9. Notification by Columbus. Columbus agrees to notify the Underwriter of any material adverse change in any of Columbus' operations, properties or financial condition occurring before the Closing or within 90 days thereafter which would require a revision of the information in the Official Statement in order to make the representations set forth in Section 6 hereof true and correct during such period. If, in the reasonable judgment of the Underwriter, such material adverse change requires an amendment or supplement to the Official Statement, then Columbus agrees to cooperate with the Underwriter in preparing an amendment or supplement which will adequately disclose the necessary information (the expenses of such amendment or supplement to be paid for by Columbus).

10. Failure to Satisfy Conditions; Waiver of Conditions. If Columbus shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligation of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor Columbus shall be under further obligation hereunder, except that the respective obligations to pay expenses, as provided in Sections 11 and 12 hereof, shall continue in full force and effect. The Underwriter may, in their discretion, waive any one or more of the conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

11. Indemnification.

(a) To the extent permitted by applicable law, Columbus will indemnify and hold harmless the Underwriter, and each member, officer, director, official or employee of the Underwriter, and any person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933, as amended, or Section 20 of the Securities Exchange Act of 1934, as amended (collectively called the "Section 11(a) Indemnified Parties"), against any and all losses, claims, damages, expenses, actions or liabilities, joint or several, to which any of the Section 11(a) Indemnified Parties may become subject under any statute or regulation or at common law or otherwise and, except as hereinafter provided, will reimburse the Section 11(a) Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any such losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or arise out of or are based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or alleged omission based upon information furnished in writing to Columbus by or on behalf of the Underwriter expressly for use therein.

(b) Columbus will, to the extent permitted by applicable law, reimburse the Section 11(a) Indemnified Parties for any legal or other expense reasonably incurred by them or any of them in connection with investigating or defending any losses, claims, damages, expenses or actions asserting liability, whether or not resulting in any liability, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or arise out of or are based upon any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact necessary to be stated therein in order to make the statements made therein, in light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by an untrue statement or omission or alleged untrue statement or alleged omission based upon information furnished in writing to Columbus by or on behalf of the Underwriter expressly for use therein.

(c) Promptly after receipt by a Section 11(a) Indemnified Party of notice of any claim or the commencement of any action in respect of which indemnification or reimbursement of expenses may be sought against Columbus under this Section, such Section 11(a) Indemnified Party shall promptly notify Columbus in writing; but the failure to so notify Columbus will not relieve Columbus from any liability which it may have to any Section 11(a) Indemnified Party otherwise than under paragraph (a) or (b) of this Section 11 nor affect any rights it may have otherwise than under this Section to participate in and/or assume the defense of any action brought against any Section 11(a) Indemnified Party. In case any claim is asserted or any action is brought against any Section 11(a) Indemnified Party, and it notifies Columbus of the commencement thereof, Columbus will be entitled to participate in, and, to the extent that it chooses so to do, to assume the defense thereof (including the employment of counsel reasonably satisfactory to such Section 11(a) Indemnified Party), and shall assume the payment of all fees and expenses relating to such defense and shall have the right to negotiate settlement thereof. Any one or more of the Section 11(a) Indemnified Parties shall have the right to employ separate counsel in connection with any such claim or action and to participate in the defense thereof, but after notice from Columbus to such Section 11(a) Indemnified Party of its election to assume the defense thereof, the fees and expenses of such separate counsel shall be at the expense of such Section 11(a) Indemnified Party or Section 11(a) Indemnified Parties unless the employment of such counsel has been specifically authorized in writing by Columbus. Columbus shall not be liable for any settlement of any such claim or action effected without its consent, but if settled with the consent of Columbus or if there be a final judgment for the plaintiff in any such action as to which Columbus has received notice in writing as hereinabove required, Columbus agrees to indemnify and hold harmless the Section 11(a) Indemnified Party from and against any loss or liability by reason of such settlement or judgment.

(d) In order to provide for just and equitable contribution in circumstances in which the indemnity provided for in paragraphs (a) and (c) of this Section 11 is for any reason held to be unavailable from Columbus with respect to matters covered by such paragraphs (a) and (c), Columbus, to the extent permitted by applicable law, on one hand,

and the Underwriter on the other hand, with respect to such matters shall contribute to the aggregate losses, damages, expenses, liabilities or claims to which Columbus on the one hand, and the Underwriter on the other hand, may be subject in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i.e.*, the excess of the aggregate principal amount of the Bonds purchased by the Underwriter over the price to be paid by the Underwriter to Columbus upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate principal amount of the Bonds purchased by the Underwriter, and Columbus is responsible for the balance. The contribution provided by this paragraph shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of Columbus. For purposes of this paragraph (d) each officer, director, employee, agent or attorney of the Underwriter and any person who controls the Underwriter within the meaning of Section 15 of the Securities Act of 1933 or Section 20 of the Securities Exchange Act of 1934, or any amendment of said Acts, shall, under the same circumstances, have the same rights to contribution as do the Underwriter hereunder. Within a reasonable time after a party entitled to contribution under this paragraph (d) of this Section 11 shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which contribution may be sought hereunder, such person shall, if a claim for contribution is to be made against Columbus under this paragraph (d), notify Columbus, in writing, of the commencement hereof, but the omission so to notify Columbus shall not relieve Columbus from any liability that it may have other than pursuant to this paragraph (d); provided, however, that any notice given by the Underwriter for purposes of, and as provided in, paragraph (c) of this Section 11 shall constitute notice for purposes of this paragraph (d).

(e) The indemnity provided by this Section 11 hereof shall be in addition to any other liability that Columbus may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of each of the Section 11(a) Indemnified Parties and their respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Agreement.

(f) Columbus, to the extent permitted by applicable law, agrees to reimburse any Section 11(a) Indemnified Party for any expense (including reasonable fees and expenses of counsel) incurred as a result of producing documents, presenting testimony or evidence, or preparing to present testimony or evidence (based upon time expended by any Indemnified Party at its then current time charges), in connection with any court or administrative proceeding (including any investigation which may be preliminary thereto) arising out of or relating to the offer, issuance or sale of the Bonds.

12. Payment of Expenses. Columbus shall pay (and may make such payment out of the proceeds of the Bonds) to pay any expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Disclosure Agreement, the Indenture, the Preliminary Official Statement, the Official Statement and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, Disclosure Counsel, Counsel for Columbus and any other experts retained by Columbus; (iv) any fees charged by investment rating agencies for the rating of the Bonds; (v) expenses incurred on behalf of Columbus' employees which are directly related to the offering of the Bonds including, but not limited to, meals, transportation and lodging (but not entertainment) of those employees; and (vi) the cost of the preparation and publishing of any advertisements prior to the public offering of the Bonds.

Columbus shall also pay any expenses incident to the performance of its obligations hereunder and, if the Bonds are not sold by Columbus to the Underwriter, Columbus shall pay all expenses incident to the performance of Columbus' obligations hereunder as provided above.

The Underwriter may initially pay (i) the cost of preparing and publishing all advertisements relating to the Bonds upon commencement of the offering of the Bonds; (ii) the cost of the transportation and lodging (but not entertainment) for officials and representatives of the Underwriter to attend meetings and the Closing; (iii) all other expenses incurred by it in connection with its public offering and the distribution of the Bonds; (iv) any fees of the MSRB in connection with the issuance of the Bonds; and (v) the cost of obtaining a CUSIP number assignment for the Bonds. The Underwriter shall submit an invoice at closing to Columbus for reimbursement from proceeds of the Bonds of the amounts set forth in the previous sentence other than any fees of the MSRB in connection with the issuance of the Bonds.

13. No Fiduciary Relationship. Columbus acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between Columbus and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter has been acting solely as a principal and is not acting as the agent or fiduciary of Columbus, (iii) the Underwriter have not assumed an advisory or fiduciary responsibility in favor of Columbus with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (regardless of whether the Underwriter have provided other services or is currently providing other services to Columbus on other matters) and the Underwriter have no obligation to Columbus with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, and (iv) Columbus has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

14. Successors and Assigns. This Purchase Agreement is made solely for the benefit of Columbus and the Underwriter (including their successors or assigns) and no other person



shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of Columbus shall remain operative and in full force and effect and shall survive delivery of and payment for the Bonds hereunder and regardless of any investigation made by the Underwriter or on their behalf.

15. Notices. Any notice or other communication to be given to Columbus under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to:

Stifel, Nicolaus & Company, Incorporated  
3630 Peachtree Road, NE  
Suite 400  
Atlanta, Georgia 30326  
Attn: Bryan D. Huskey

16. Governing Law. This Purchase Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

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

18. Establishment of Issue Price.

(a) The Underwriter agrees to assist Columbus in establishing the issue price of the Bonds and shall execute and deliver to Columbus at Closing an “issue price” or similar certificate, together with the supporting pricing wires or equivalent communications, setting forth, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

(b) Except as otherwise set forth in Schedule I attached hereto, Columbus will treat the first price at which 10% of each maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity. At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to Columbus the price or prices at which it has sold to the public each maturity of the Bonds.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Schedule I attached hereto, except as otherwise set forth therein. Schedule I also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which Columbus and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow Columbus to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer

nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5<sup>th</sup>) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter will advise Columbus promptly after the close of the fifth (5<sup>th</sup>) business day after the sale date whether it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter, and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity

allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

(e) Columbus acknowledges that, in making the representations set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires. Columbus further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds.

(f) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with Columbus (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A)

more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date of execution of this Purchase Agreement by all parties.


[Remainder of page intentionally left blank]

19. Effective Date. This Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,  
INCORPORATED**

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

  
Managing Director

(Signature page to Bond Purchase Agreement)

Accepted and agreed to as  
of the date first above  
written:

COLUMBUS, GEORGIA

By: BH [Signature]  
Mayor

(Signature page to Bond Purchase Agreement)

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## SCHEDULE I

## TERMS OF BONDS

## MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

Bond Pricing					
Columbus Water Works					
Taxable Advance Refunding, Series 2019					
Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	5/1/2020	620,000	1.774%	1.774%	100.000
	5/1/2021	915,000	1.824%	1.824%	100.000
	5/1/2022	250,000	1.870%	1.870%	100.000
	5/1/2023	250,000	1.950%	1.950%	100.000
	5/1/2024	255,000	2.000%	2.000%	100.000
	5/1/2025	265,000	2.209%	2.209%	100.000
	5/1/2026	6,825,000	2.379%	2.379%	100.000
	5/1/2027	6,990,000	2.504%	2.504%	100.000
	5/1/2028	7,160,000	2.544%	2.544%	100.000
	5/1/2029	9,095,000	2.594%	2.594%	100.000
	5/1/2030	9,330,000	2.694%	2.694%	100.000
	5/1/2031	2,090,000	2.804%	2.804%	100.000
	5/1/2032	2,145,000	2.894%	2.894%	100.000
	5/1/2033	2,205,000	2.984%	2.984%	100.000
	5/1/2034	2,275,000	3.034%	3.034%	100.000
		50,670,000			

Hold-the-offering-price Maturities (Section 18 of the Bond Purchase Agreement: The maturities, if any, of the Bonds for which the 10% test has not been satisfied:

None

Optional Redemption: The Bonds maturing on and after May 1, 2030 are subject to optional redemption on any date on or after May 1, 2029., at a redemption price of par plus accrued interest.

EXHIBIT A

## (LETTERHEAD OF COUNSEL TO COLUMBUS)

\_\_\_\_\_, 2019

Columbus, Georgia, a consolidated government  
Columbus, Georgia

Stifel, Nicolaus & Company, Incorporated  
Atlanta, Georgia

King & Spalding LLP  
Atlanta, Georgia

Re: \$50,670,000 Columbus, Georgia Water and Sewerage Taxable Refunding  
Revenue Bonds, Series 2019

To the Addressee:

We have acted as special counsel for Columbus, Georgia, a consolidated government ("Columbus"), in connection with the issuance of the above referenced bonds (the "Bonds"). In this capacity, we have examined such matters of law, documents, instruments and proceedings of Columbus as we have considered necessary to render the opinions set forth below, including but not limited to the following:

- (i) the resolutions of the Columbus Council adopted on \_\_\_\_\_, 2019 and \_\_\_\_\_, 2019 authorizing, among other things, the execution and delivery of the hereinafter defined Indenture and the issuance and delivery of the Bonds;
- (ii) the Trust Indenture, dated as of February 1, 2012 (the "Original Indenture"), between Columbus and U.S. Bank National Association, as trustee (the "Trustee");
- (iii) the Sixth Supplemental Trust Indenture, dated as of November 1, 2019 (the "Sixth Supplemental Indenture" and the Original Indenture, as supplemented, the "Indenture");
- (iv) the Bond Purchase Agreement, dated \_\_\_\_\_, 2019 (the "Purchase Agreement"), between Columbus and Stifel, Nicolaus & Company, Incorporated, as Underwriter;
- (v) the Continuing Disclosure Agreement, dated as of \_\_\_\_\_, 2019 (the "Disclosure Agreement") of Columbus and the Board of Water Commissioners of Columbus, Georgia;



(vi) the Preliminary Official Statement of Columbus, dated \_\_\_\_\_, 2019 (the "Preliminary Official Statement") and the Official Statement of Columbus, dated \_\_\_\_\_, 2019 (the "Official Statement"); and

(vii) a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Muscogee County, Georgia, relating to the Bonds.

We have also examined and relied upon the original, certified, conformed or photographic copies of such other documents, records, agreements and certificates as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate.

All terms used but not defined herein shall have the meanings assigned to them in the Indenture.

Based on the foregoing, we are of the opinion that as of this date:

(1) Columbus is a political subdivision of the State of Georgia, with full power and authority to (i) issue, execute, deliver and perform its obligations under the Bonds; (ii) execute, deliver and perform its obligations under the Indenture, the Purchase Agreement and the Disclosure Agreement (collectively, the "City Documents"); (iii) execute and deliver the Official Statement; (iv) pledge a lien on the Net Revenues of the water and sewer system (the "System"); (v) own and operate the System; and (vi) carry out and consummate all of the transactions contemplated on its part by Columbus Documents and the Official Statement.

(2) The Indenture, including the Sixth Supplemental Indenture, has been duly executed and delivered, and the Indenture is a legal, valid and binding obligation of Columbus. The lien on the Net Revenues of the System is a valid and binding lien on parity with any additional parity obligations issued in accordance with the Indenture. The Bonds are equally and ratably secured on a parity basis with the following obligations issued by Columbus pursuant to the Indenture: (i) Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2012A (the "Series 2012A Bonds") in the original aggregate principal amount of \$27,705,000, (ii) Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2012B in the original aggregate principal amount of \$38,685,000 (the "Series 2012B Bonds"), and (iii) Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2016 in the original aggregate principal amount of \$57,855,000 (the "Series 2016 Bonds" and, together with the Series 2012A Bonds and the Series 2012B Bonds, the "Existing Parity Bonds" and the Existing Parity Bonds, together with the Bonds, the "Parity Bonds").

(3) The Bonds have been duly authorized, executed and delivered by Columbus, and the Bonds constitute legal, valid and binding limited obligations of Columbus enforceable in accordance with their terms.

(4) The Columbus Documents have been duly authorized, executed and delivered by Columbus, and, assuming that they are the respective legal, valid, binding and enforceable obligations of the other parties thereto, constitute legal, valid and binding obligations of Columbus, legally enforceable against Columbus in accordance with their respective terms.

(5) The Preliminary Official Statement and the Official Statement have been duly authorized by Columbus. The Official Statement has been duly executed and delivered by Columbus.

(6) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of our knowledge, threatened against or affecting Columbus (or, to the best of our knowledge, any meritorious basis therefor) (a) attempting to limit, enjoin or otherwise restrict or prevent Columbus from functioning or contesting or questioning the existence of Columbus or the titles of the present officers of Columbus to their offices; or (b) wherein an unfavorable decision, ruling or finding would have an adverse effect on (i) the powers of Columbus or the validity or enforceability of the Bonds, Columbus Documents or any agreement or instrument to which Columbus is a party and which is used or contemplated for use in the consummation of the transactions contemplated by Columbus Documents or by the Official Statement, or (ii) the transactions contemplated by Columbus Documents or by the Official Statement.

(7) The issuance and sale of the Bonds, the execution, delivery and performance by Columbus of Columbus Documents, the use and distribution of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the carrying out and consummation of the transactions contemplated by Columbus Documents and the Official Statement will not conflict with or constitute on the part of Columbus a violation of, breach of or default under (i) the Act, its by-laws or any other governing instrument, (ii) any indenture, mortgage, lease, resolution, note, agreement or other agreement or instrument to which Columbus is a party or by which Columbus is bound, or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over Columbus or any of its activities or properties; provided, however, we express no opinion as to compliance with the securities or "Blue Sky" laws of any jurisdiction.

(8) All consents, approvals, authorizations and orders of any governmental or regulatory authorities (other than in connection with or in compliance with the provisions of the securities or "Blue Sky" laws of any jurisdiction as to which we express no opinion) that are required to be obtained by Columbus as of the date hereof in connection with the adoption of the Indenture, the issuance, sale and delivery of the Bonds, the execution, delivery and performance of Columbus Documents, the use and distribution of the Preliminary Official Statement and the Official Statement, the execution and delivery of the Official Statement and the carrying out and consummation of the transactions contemplated by the Purchase Agreement and by the Official Statement have been duly obtained and remain in full force and effect.

(9) To the best of our knowledge, Columbus is not in default in any material respect under the Purchase Agreement or other instrument to which it is a party or by which it is bound.

(10) As counsel to Columbus, we have rendered legal advice and assistance to Columbus, which advice and assistance involved, among other things, discussions and inquiries concerning various legal matters, review of various documents and participation in conferences during which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and reviewed. Based upon such advice and assistance, nothing has come to our attention that causes us to believe that any portion of the Preliminary Official Statement or Official Statement pertaining to Columbus and the System contains any untrue statement of a material fact or omits to state a material fact necessary to be stated therein in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

(11) The Mayor and the members of the Columbus Council have been duly elected to their respective positions.

The rights of the holders of the Bonds and the enforceability of Columbus Documents may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and principles of equity applicable to the availability of specific performance in other equitable relief.

Very truly yours,

**HALL BOOTH SMITH, P.C.**

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

EXHIBIT B

1180 Peachtree Street  
Atlanta, Georgia 30309  
Main: 404/572-4600  
Fax: 404/572-5100

\_\_\_\_\_, 2019

Columbus, Georgia, a consolidated government  
Columbus, Georgia

Stifel, Nicolaus & Company, Incorporated  
Atlanta, Georgia

Re: \$50,670,000 Columbus, Georgia Water and Sewerage Taxable Refunding  
Revenue Bonds, Series 2019

To the Addressees:

We have acted as Bond Counsel in connection with the issuance of the above-referenced bonds (the "Bonds"). We have examined the Official Statement of Columbus of Columbus, Georgia, dated \_\_\_\_\_, 2019 (the "Official Statement"), relating to the Bonds, and such other documents, records, agreements and certificates as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. Terms used and not otherwise defined herein shall have the meaning set forth in the Official Statement.

Based upon the foregoing, we are of the opinion that:

(1) Under existing law, and in connection with the sale of the Bonds to the public, the Bonds are exempt from the registration requirements of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

(2) We have reviewed the portions of the Official Statement appearing under the captions "DESCRIPTION OF THE SERIES 2019 BONDS" (other than the information contained under the subheading "- Book-Entry Only System" with respect to which we express no opinion), "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," "TAX EXEMPTION," "APPENDIX C - SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE," and "APPENDIX D - FORM OF

OPINION OF BOND COUNSEL” and are of the opinion that to the extent the statements made under such captions purport to summarize certain portions of the Bonds, the Indenture and the Opinion of Bond Counsel such statements fairly summarize such portion of the Bonds, the Bond Resolution and the Opinion of Bond Counsel purported to be summarized therein. We express no further opinion regarding the accuracy of the Official Statement or its sufficiency for any purpose.

We express no further opinion with respect to the accuracy, completeness or sufficiency of the Official Statement or the compliance by Columbus or any other entity with any federal or state statute, regulation or ruling with respect to the sale, or distribution of the Bonds.

This letter is delivered to you solely for your benefit as the underwriter of the Bonds and may not be used, circulated, quoted or otherwise referred to or relied upon for any other purpose of by any other person, including the holders of the Bonds. We disclaim any obligation to supplement or revise this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in the law that may hereafter occur.

Very truly yours,

**KING & SPALDING LLP**

By: \_\_\_\_\_  
A Partner

**ESCROW DEPOSIT AGREEMENT**

**THIS ESCROW DEPOSIT AGREEMENT**, dated December 18, 2019 (this “Escrow Deposit Agreement”), between **COLUMBUS, GEORGIA** (the “Issuer”), a political subdivision of the State of Georgia, and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, in its capacities as escrow agent (in such capacity, the “Escrow Agent”) under this Escrow Deposit Agreement and Trustee under the Indenture defined below (in such capacity, the “Trustee”);

**W I T N E S S E T H:**

**WHEREAS**, pursuant to a Trust Indenture, dated as of February 1, 2012, as supplemented by various supplemental indentures (the “Original Indenture” and, as supplemented, the “Indenture”), each between the Issuer and U.S. Bank National Association, as trustee, the Issuer has previously issued and delivered (i) \$53,725,000 in original aggregate principal amount of Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A (the “Series 2013A Bonds”) and (ii) \$32,995,000 in original aggregate principal amount of Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2014A (the “Series 2014A Bonds”); and

**WHEREAS**, the Issuer, following extensive study and investigation, has determined that it is in the best interest of the Issuer to advance refund \$32,460,000 in principal amount of the Series 2013A Bonds (the “Refunded Series 2013A Bonds”), and \$11,900,000 in principal amount of the Series 2014A Bonds (the “Refunded Series 2014A Bonds”, and together with the Series 2013A Bonds, the “Refunded Bonds”), the specific maturities or portions of maturities to be refunded being set forth on the attached Schedule “1”; and

**WHEREAS**, to provide funds which will be used to refund the Refunded Bonds, the Issuer will issue its Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019 (the “Series 2019 Bonds”), in the aggregate principal amount of \$50,670,000, pursuant to the Indenture, as supplemented by a Sixth Supplemental Trust Indenture, dated as of November 1, 2019 (the “Sixth Supplemental Indenture”), between the Issuer and the Trustee; and

**WHEREAS**, the Issuer proposes to deposit with the Escrow Agent (i) cash, and (ii) bonds or other obligations of the United States of America which as to principal and interest constitute direct obligations of the United States of America fully guaranteed as to payment by the United States of America (the “Government Obligations”), which Government Obligations will mature on or before the date or dates when the payments with respect to the Refunded Bonds shall become due, the principal amount of which and the interest thereon, when due, is or will be, together with such cash, in the aggregate sufficient without any further reinvestment to make all payments with respect to the Refunded Bonds;

**WHEREAS**, such cash and Government Obligations will be irrevocably pledged to the payment of the Refunded Bonds as provided in this Escrow Deposit Agreement;

**NOW THEREFORE**, in consideration of the foregoing and of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**Section 1.** The Refunded Bonds Paying Agent certifies that the (i) Refunded Series 2013A Bonds are currently outstanding in the aggregate principal amount of \$32,460,000 and the (ii) Refunded Series 2014A Bonds are currently outstanding in the aggregate principal amount of \$11,900,000.

**Section 2.** The Escrow Agent acknowledges receipt of the following:

(a) from the 2019 Trustee, the sum of \$49,950,828.77, representing the portion of the proceeds of the sale of the Series 2019 Bonds to be applied to the refunding of the Refunded Bonds; and

(c) a copy of the Verification Report of Terminus Analytics, Inc., dated December 18, 2019 (the "Verification Report").

**Section 3.** There is hereby created by the Issuer and ordered established with the Escrow Agent, a special and irrevocable trust fund to be designated "Columbus Escrow Deposit Fund 2019" (the "Escrow Deposit Fund"). The Escrow Agent acknowledges the establishment with it of said Escrow Deposit Fund and that it has applied the moneys described in **Section 2**, to which such application the Issuer hereby directs, as follows:

(a) the sum of \$49,950,828 has been applied to the purchase of the Government Obligations which are described in Schedule "2"; and

(b) the sum of \$0.77 is being held as cash (the "Cash") in the Escrow Deposit Fund.

**Section 4.** The Issuer represents and warrants that, based solely upon the Verification Report, the principal of and the interest on the Government Obligations described on Schedule "2" as and when due and payable, together with the Cash, will provide lawful money of the United States of America sufficient to: (i) pay the principal of, and interest on, the Refunded Series 2013A Bonds through and including the redemption date of May 1, 2023 (the "2013A Redemption Date"), (ii) pay the principal of, and interest on, the Refunded Series 2014A Bonds through and including the redemption date of May 1, 2024 (the "2014A Redemption Date"), (iii) redeem the Refunded Series 2013A Bonds on the 2013A Redemption Date and the Refunded Series 2014A Bonds on the 2014A Redemption Date at a price equal to 100% of the principal amount thereof, as set forth on Schedule "3" attached hereto and by this reference thereto made a part hereof (the "Defeasance Requirements"). To the extent any moneys remain in the Escrow Deposit Fund after the payment of the Defeasance Requirements, the Escrow Agent shall pay such excess moneys over to the Issuer.

**Section 5.** The Escrow Agent acknowledges and agrees that the Government Obligations and Cash referred to in **Section 3** of this Escrow Deposit Agreement have been

deposited in the Escrow Deposit Fund. The Escrow Agent agrees that any interest earned upon the Government Obligations shall be held for the credit of the Escrow Deposit Fund and shall not be reinvested.

**Section 6.** The deposit of the Government Obligations and Cash in the Escrow Deposit Fund constitutes an irrevocable deposit of the same in trust solely for the payment of the Defeasance Requirements in the amounts and on the dates shown on Schedule “3”, subject only to the terms of this Escrow Deposit Agreement.

**Section 7.** The Escrow Agent agrees to apply the Cash and the proceeds of the Government Obligations held in the Escrow Deposit Fund, including specifically the interest earned thereon, in accordance with the provisions hereof. The Escrow Agent shall collect the principal of and interest on the Government Obligations held in the Escrow Deposit Fund as the same become due and payable, and shall pay to the Refunded Bonds Paying Agent from the Escrow Deposit Fund so much as shall be required to pay the principal of, and interest on, the Refunded Bonds as the same become due and payable or are redeemed as shown on Schedule “3”. The liability of the Escrow Agent hereunder for the payment of the principal of and interest on the Refunded Bonds pursuant to this Escrow Deposit Agreement shall be limited to the application of moneys and the Government Obligations available for such purposes in the Escrow Deposit Fund in the manner set forth above.

**Section 8.** The Issuer shall have the option to direct the Escrow Agent to liquidate the Government Obligations in the Escrow Deposit Fund, and to direct the Escrow Agent to re-invest the proceeds of the sale or liquidation of such Government Obligations into new obligations which constitute direct obligations of the United States Treasury or obligations fully guaranteed by the full faith and credit of the United States and which are not callable except at the option of the owner thereof (the “Substitute Government Obligations”), but only upon delivery to the Escrow Agent of (i) a verification report satisfactory to the Escrow Agent from a certified public accountant or a firm thereof demonstrating the adequacy and sufficiency of the cash in the Escrow Deposit Fund, together with the proceeds received from such Substitute Government Obligations, without further reinvestment, to pay the Defeasance Requirements, and (ii) an opinion of bond counsel to the effect that such reinvestment will not result in interest on the Refunded Bonds being included in gross income for federal income tax purposes. From and after the date of receipt of such items, and such Substitute Government Obligations, such Substitute Government Obligations shall constitute the “Government Obligations” for all purposes under this Escrow Deposit Agreement.

**Section 9.** The Issuer hereby irrevocably authorizes and directs the Refunded Bonds Paying Agent to give notice of the deposit of the Government Obligations and Cash into the Escrow Deposit Fund, by first class mail, postage prepaid, in substantially the form attached hereto as (i) Exhibit A to the owners of the Refunded Series 2013A Bonds, and (ii) Exhibit B to the owners of the Refunded Series 2014A Bonds. The Refunded Bonds Paying Agent hereby agrees to give such notice. The Issuer hereby irrevocably directs the Refunded Bonds Paying Agent to give notice of the redemption of the Refunded Series 2013A Bonds and the Refunded Series 2014A Bonds, by first class mail, postage prepaid, in the manner provided in the Indenture,



not later than 30 days prior to the 2013A Redemption Date and 2014A Redemption Date, respectively. The Refunded Bonds Paying Agent hereby agrees to give such notice.

**Section 10.** The Issuer hereby authorizes the Refunded Bonds Paying Agent to use the Cash and Government Obligations deposited in the Escrow Deposit Fund relating to the Refunded Bonds to pay the principal of and interest on such Refunded Bonds when due.

**Section 11.** The Government Obligations deposited in the Escrow Deposit Fund shall not be withdrawn or used for any purpose other than the purposes herein specified, and the owners of the Refunded Bonds shall have an express lien on the Government Obligations and all moneys in the Escrow Deposit Fund, from time to time until paid out, used and applied in accordance with this Escrow Deposit Agreement, subject to the provisions of **Section 6** of this Escrow Deposit Agreement.

**Section 12.** [Reserved]

**Section 13.** If any one or more of the covenants or agreements provided in this Escrow Deposit Agreement on the part of the Issuer, the Refunded Bonds Paying Agent or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Deposit Agreement.

**Section 14.** This Escrow Deposit Agreement shall be construed under, governed by and enforced in accordance with the laws of the State of Georgia without regard to conflict of law principles.

**Section 15.** This Escrow Deposit Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

**Section 16.** The Escrow Agent, whether the original or a successor, may resign by giving sixty (60) days written notice of its intention so to do to the Issuer. In the event of the resignation of the Escrow Agent, or in the event the Escrow Agent shall fail or refuse, or become unable to perform its duties as Escrow Agent hereunder, the Issuer shall, subject to the provisions hereof, appoint a successor trustee a bank or trust company with power and authority to perform the duties of Escrow Agent hereunder and subject to regulation by federal or state governmental authority. All provisions of this Escrow Deposit Agreement applicable to the Escrow Agent shall apply to any successor trustee so appointed. If no successor Escrow Agent shall have been so appointed and accepted appointment within sixty (60) days of such resignation, incapability or the occurrence of a vacancy in the office of Escrow Agent in the manner herein provided, the Escrow Agent or any holder of any of the Refunded Bonds, may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent until a successor shall have been appointed as above provided.

**Section 17.** The Issuer shall pay to the Escrow Agent, upon demand, reasonable compensation for services and expenses rendered or incurred by the Escrow Agent in the performance of its duties as trustee under this Escrow Deposit Agreement. Such fees and expenses shall in no event be payable from, or constitute a lien or charge upon, the Escrow Deposit Fund or any part thereof. To the extent permitted by law, the Issuer hereby agrees to indemnify and hold harmless the Escrow Agent and its officers, directors, and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable fees, costs and expenses of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of its duties under this Escrow Deposit Agreement, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Escrow Agent, including the reasonable fees, costs and expenses (including the reasonable fees, costs and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The provisions of this Section shall survive the termination of this Escrow Deposit Agreement and/or the resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns.

**Section 18.** It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Escrow Deposit Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Escrow Deposit Agreement against the Escrow Agent. The Escrow Agent may conclusively rely upon and shall be fully protected in acting upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Escrow Deposit Agreement. The Escrow Agent shall not be liable for any action taken or neglected to be taken in performing or attempting to perform its obligations hereunder other than for its negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event shall the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Escrow Deposit Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

**Section 19.** The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Escrow Deposit Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Issuer

shall provide to the Escrow Agent an incumbency certificate listing the names of the individuals who are designated and authorized to sign for the Issuer or in the name of the Issuer, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Escrow Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officer or officers and their corporate seals to be hereunto affixed and attested as of the date first above written.

**COLUMBUS, GEORGIA**

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

(SEAL)

Attest:

\_\_\_\_\_  
Clerk of Council

**U.S. BANK NATIONAL ASSOCIATION**, as  
Trustee

By: \_\_\_\_\_  
Name:  
Title:

## Schedule "1"

## Description of the Refunded Series 2013A Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
5/1/2026	\$5,875,000	5.000%
5/1/2027	6,170,000	5.000
5/1/2028	6,475,000	5.000
5/1/2029	6,800,000	5.000
5/1/2030	7,140,000	5.000

## Description of the Refunded Series 2014A Bonds

<u>Maturity</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
5/1/2029	\$1,750,000	5.000%
5/1/2030	1,835,000	5.000
5/1/2031	1,930,000	5.000
5/1/2032	2,025,000	5.000
5/1/2033	2,125,000	5.000
5/1/2034	2,235,000	5.000

## Schedule "2"

## Government Obligations

## Escrow Descriptions

## Columbus Water Works

## Taxable Advance Refunding, Series 2019

Purchase Date	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Dec 18, 2019:							
	SLGS	Certificate	5/1/2020	5/1/2020	816,726	1.560%	1.560%
	SLGS	Certificate	11/1/2020	11/1/2020	711,753	1.540%	1.540%
	SLGS	Note	5/1/2021	5/1/2020	721,307	1.550%	1.550%
	SLGS	Note	11/1/2021	5/1/2020	726,895	1.590%	1.590%
	SLGS	Note	5/1/2022	5/1/2020	732,676	1.590%	1.590%
	SLGS	Note	11/1/2022	5/1/2020	738,500	1.590%	1.590%
	SLGS	Note	5/1/2023	5/1/2020	33,204,371	1.600%	1.600%
	SLGS	Note	11/1/2023	5/1/2020	198,506	1.600%	1.600%
	SLGS	Note	5/1/2024	5/1/2020	12,100,094	1.610%	1.610%
					49,950,828		

## Schedule "3"

## Defeasance Requirements

## Columbus Water Works

## Taxable Advance Refunding, Series 2019

Period Ending	Interest	Principal Redeemed	Total
5/1/2020	1,109,000.00		1,109,000.00
11/1/2020	1,109,000.00		1,109,000.00
5/1/2021	1,109,000.00		1,109,000.00
11/1/2021	1,109,000.00		1,109,000.00
5/1/2022	1,109,000.00		1,109,000.00
11/1/2022	1,109,000.00		1,109,000.00
5/1/2023	1,109,000.00	32,460,000.00	33,569,000.00
11/1/2023	297,500.00		297,500.00
5/1/2024	297,500.00	11,900,000.00	12,197,500.00
	8,358,000.00	44,360,000.00	52,718,000.00



EXHIBIT APROVISION FOR PAYMENT

COLUMBUS, GEORGIA  
WATER AND SEWERAGE REFUNDING REVENUE BONDS, SERIES 2013A  
MATURING ON AND AFTER MAY 1, 2026

The holders and owners of the \$32,460,000 in principal amount of the Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A, maturing on and after May 1, 2026 (the "Refunded Series 2013A Bonds"), are hereby notified that U.S. Bank National Association, as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated December 18, 2019, between Columbus, Georgia, the Escrow Agent and U.S. Bank National Association, as Trustee under the Indenture pursuant to which the Refunded Series 2013A Bonds were issued, (i) cash and (ii) bonds or other obligations of the United States of America which as to principal and interest constitute direct obligations of the United States of America fully guaranteed as to payment by the United States of America (the "Government Obligations"), which Government Obligations will mature on or before the date or dates when the payments with respect to the Refunded Series 2013A Bonds shall become due, the principal amount of which and the interest thereon, when due, together with such cash, is or will be, in the aggregate sufficient without any further reinvestment to make all payments with respect to the Refunded Series 2013A Bonds and to redeem the Refunded Series 2013A Bonds on May 1, 2023, at a price equal to 100% of the principal amount thereof plus accrued interest to such redemption date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Refunded Series 2013A Bonds.

All of the Refunded Series 2013A Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Refunded Series 2013A Bonds shall hereafter be applied from the cash monies or Government Obligations.

\* \* \*

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE REFUNDED SERIES 2013A BONDS.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

Date: \_\_\_\_\_, 2019

EXHIBIT BPROVISION FOR PAYMENT

COLUMBUS, GEORGIA  
WATER AND SEWERAGE REFUNDING REVENUE BONDS, SERIES 2014A  
MATURING ON AND AFTER MAY 1, 2029

The holders and owners of the \$11,900,000 in principal amount of the Columbus, Georgia Water and Sewerage Revenue Bonds, Series 2014A, maturing on and after May 1, 2029 (the "Refunded Series 2014A Bonds"), are hereby notified that U.S. Bank National Association, as Escrow Agent, has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated December 18, 2019, between Columbus, Georgia, the Escrow Agent and U.S. Bank National Association, as Trustee under the Indenture pursuant to which the Refunded Series 2014A Bonds were issued, (i) cash and (ii) bonds or other obligations of the United States of America which as to principal and interest constitute direct obligations of the United States of America fully guaranteed as to payment by the United States of America (the "Government Obligations"), which Government Obligations will mature on or before the date or dates when the payments with respect to the Refunded Series 2014A Bonds shall become due, the principal amount of which and the interest thereon, when due, together with such cash, is or will be, in the aggregate sufficient without any further reinvestment to make in an amount sufficient to make all payments with respect to the Refunded Series 2014A Bonds to redeem the Refunded Series 2014A Bonds on May 1, 2024 at a price equal to 100% of the principal amount thereof plus accrued interest to such redemption date. The Escrow Agent shall collect the principal of and interest on such obligations and shall transfer the same to the Paying Agent for application and payment, when due, of the principal of and/or interest on the Refunded Series 2014A Bonds.

All of the Refunded Series 2014A Bonds are now deemed to have been paid, and the payment of principal, interest and redemption price to the holders and owners of the Refunded Series 2014A Bonds shall hereafter be applied from the cash monies or Government Obligations.

\* \* \*

THIS IS NOT A NOTICE OF REDEMPTION. THIS NOTICE IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT REQUIRE OR SOLICIT THE PRESENTATION OR SURRENDER OF ANY OF THE REFUNDED SERIES 2014A BONDS.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

Date: \_\_\_\_\_, 2019

**CLERK'S CERTIFICATE**

The undersigned Clerk of the Council of Columbus, Georgia (the "Issuer") does hereby certify that the foregoing pages constitute a true and correct copy of the supplemental resolution, duly adopted by the Mayor and Council of Columbus, Georgia on the 3<sup>rd</sup> day of December, 2019, authorizing the issuance of \$50,670,000 in aggregate principal amount of Columbus, Georgia Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019, the original of said resolution being duly recorded in the Minute Book of said Issuer, which Minute Book is in my custody and control, and that the same has not been modified, amended, repealed or rescinded as of the date hereof.

Given under my hand and the seal of the Columbus, Georgia, this the \_\_\_\_ day of December, 2019.

---

Clerk

(SEAL)

**Item Attachment Documents:**

- 9. Resolution -** A Resolution of the Council of Columbus, Georgia, ratifying a Bond Resolution adopted by the Columbus Building Authority authorizing the issuance of a Lease Revenue Bond, Series 2019, in the maximum principal amount of \$5,000,000 to finance the acquisition, removal and/or improvement of an existing building and related facilities at 5601 Veterans Parkway; and for other purposes. (Request of the Columbus Building Authority)

## A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE “**COUNCIL**”), RATIFYING THE APPROVAL OF THE BOND RESOLUTION ADOPTED BY THE COLUMBUS BUILDING AUTHORITY (THE “**AUTHORITY**”) AUTHORIZING THE ISSUANCE OF ITS LEASE REVENUE BOND IN ACCORDANCE WITH THE REQUEST OF THE COUNCIL CONTAINED IN ITS RESOLUTION NO. 387-19; TO REAFFIRM AUTHORIZATION FOR THE MAYOR TO TRANSFER PROPERTY TO THE AUTHORITY AND TO EXECUTE THE 2019A LEASE; TO REAFFIRM THE PROVISIONS OF RESOLUTION NO. 387-19 WHICH ARE NOT IN CONFLICT HERewith; TO AUTHORIZE THE MAYOR TO GRANT CHIEF Elected OFFICIAL APPROVAL OF THE 2019A PROJECT; TO AUTHORIZE THE MAYOR AND OTHER OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE BOND; AND FOR OTHER PURPOSES.

WHEREAS, the Council, as the governing body for Columbus, Georgia (“**Columbus**”), requested, by Resolution No. 387-19, adopted on November 12, 2019, that the Authority issue its lease revenue bond to provide funds to acquire, construct, install, and develop certain projects and facilities located at 5601 Veterans Parkway to be used for governmental, proprietary, and administrative functions of Columbus ( the “**2019A Project**”); and

WHEREAS, in accordance with a Request for Proposals, dated November 13, 2019, bids were considered for the purchase of the COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A, in the principal amount of \$5,000,000 (the “**Series 2019A Bond**”), and the Finance Director of Columbus, with the assistance of Davenport & Company LLC, as financial advisor, reviewed the proposals and has determined that the best bid for the Series 2019A Bond was submitted by Synovus Bank; and

WHEREAS, contingent upon the adoption of this ratifying resolution, the Authority accepted said bid of Synovus Bank and adopted a bond resolution on December 3, 2019 (the “**Resolution**”), authorizing the issuance of the Series 2019A Bond, the form of which is on file with the Clerk of Council; and

WHEREAS, payment of the Series 2019A Bond and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by Columbus for the use of facilities of the Authority pursuant to the provisions of a lease contract to be entered into as of the date of issuance of the Series 2019A Bond (the “**2019A Lease**”), the form of which is on file with the Clerk of Council of Columbus; and

WHEREAS, the 2019A Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts to be set forth in the 2019A Lease sufficient to pay the principal of and interest due on the Series 2019A Bond authorized as the same shall become due and payable; and

WHEREAS, it is proper that the Council approve and accept the bid of Synovus Bank, ratify and approve the actions of its officers and the Authority in accordance with the requests of the Council, authorize the execution and delivery of the Lease, and take such further action as may be required in connection with the issuance and delivery of the Series 2019A Bond.

NOW, THEREFORE, BE IT RESOLVED by the Council as follows:

1. The Council hereby accepts the bid of Synovus Bank, approves and ratifies the actions of the Authority in the adoption of the Bond Resolution and hereby approves the actions taken by the Authority, the Finance Director of Columbus, and other officials of Columbus, as described in the Preamble to this resolution.

2. The Mayor is authorized and directed to execute the 2019A Lease and such deeds for the property described in the 2019A Lease and the other documents described in the Resolution No. 387-19 are hereby approved. The Clerk of Council is authorized to attest the Mayor's signature on such documents and to affix the seal of Columbus thereto. Any property which is to be a part of the 2019A Project, the title or purchase contract rights to which are held by Columbus, are hereby authorized to be transferred by Columbus to the Authority by one or more deeds, bills of sale, or assignments to be signed by the Mayor and attested by the Clerk of Council.

3. The Mayor, City Manager, Deputy City manager of Finance, Planning, and Development, Finance Director, City Attorney, and such other officers or agents of Columbus as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2019A Bond, to execute, deliver, and fulfill the obligations of Columbus pursuant to the 2019A Lease, and to execute closing documents necessary for the issuance of the Series 2019A Bond, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

4. The Mayor is authorized to grant chief elected official approval of the 2019A Project after notice to the public is given and a hearing is conducted by the Authority in accordance with Section 147 (f) of the Internal Revenue Code

5. All provisions of Resolution No. 387-19 which are not in conflict herewith are hereby restated, ratified, and confirmed as fully as if set forth herein verbatim.

INTRODUCED at a regular meeting of the Council of Columbus, Georgia, held December 3, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Thompson	voting _____
Councilor Woodson	voting _____

---

Sandra T. Davis  
Clerk of Council

---

B.H. "Skip" Henderson, III  
Mayor

(S E A L)

CERTIFICATE OF CLERK OF COUNCIL

I, the undersigned Clerk of Council of Columbus, Georgia, keeper of the records and the seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution of the Council of Columbus, Georgia, adopted December 3, 2019, the original of which resolution has been entered in the official records of Columbus, Georgia, under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

\_\_\_\_\_  
Clerk of Council



## BOND RESOLUTION

A RESOLUTION OF THE COLUMBUS BUILDING AUTHORITY TO PROVIDE FOR THE ISSUANCE OF THE \$5,000,000 IN PRINCIPAL AMOUNT COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A (THE “SERIES 2019A BOND”), PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA; PAYABLE SOLELY FROM THE FUNDS HEREIN PROVIDED FROM THE OWNERSHIP AND LEASING OF CERTAIN GOVERNMENTAL AND PROPRIETARY PROJECTS AND FACILITIES OF THE AUTHORITY (THE “2019A PROJECT”); TO FINANCE, IN WHOLE OR IN PART, THE COST OF ACQUIRING, CONSTRUCTING, EQUIPPING, AND INSTALLING THE 2019A PROJECT; TO PROVIDE FOR THE ISSUANCE, UNDER CERTAIN CIRCUMSTANCES, OF ADDITIONAL BONDS ON A PARITY, AS TO THE PLEDGE OF AND CHARGE OR LIEN ON THE BASIC RENTAL REVENUES OF THE 2019A PROJECT WITH THE SERIES 2019A BOND HEREBY AUTHORIZED; TO PROVIDE FOR THE CREATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2019A BOND; TO PROVIDE FOR THE REMEDIES OF THE OWNERS OF THE SERIES 2019A BOND; AND FOR OTHER PURPOSES.

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Exhibit A	- FORM OF SERIES 2019A BOND
Exhibit B	- FORM OF 2019A LEASE

## PREAMBLE

1. The Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

“[A]ny county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provisions of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

2. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, and the new charter for Columbus, Georgia, II Ga. L. 1993, p. 4978, at p. 5010, provides that:

1. ... There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, ... the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it...

\* \* \*

3. (b) The word “project” shall mean and include ... all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

\* \* \*

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility

or a combination of any two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid.

\* \* \*

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority theretofore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, ... as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

3. The Council of Columbus has requested, by Resolution No. 387-19, adopted on November 12, 2019, that the Authority issue revenue bonds to provide funds to acquire approximately 7.2 acres of land and an existing building and related facilities located at 5601 Veterans Parkway, Columbus, Georgia, and to renovate and improve such building and related facilities for use by Columbus in the performance of its governmental, proprietary, and administrative functions (the “**2019A Project**”).

4. The Authority has determined that the most feasible manner of acquiring, constructing, and equipping the 2019A Project is to issue its COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A, in the principal amount of \$5,000,000 (the “**Series 2019A Bond**”) authorized to be issued under the provisions of this Resolution.

5. The payment of the Series 2019A Bond and any bonds issued on a parity therewith (“**Parity Bonds**”) and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent (hereinafter defined) to be paid henceforth by Columbus for the use of the 2019A Project pursuant to the provisions of a lease contract to be entered into as of the date of issuance of the Series 2019A Bond (the “**2019A Lease**”). The 2019A Lease, in

substantially the form attached hereto as Exhibit B, provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the 2019A Lease sufficient to pay the principal of and interest due on the Series 2019A Bond and any Parity Bonds (collectively, the “**Bonds**”) authorized hereby on each interest or principal and interest payment date, and to pay other expenses authorized hereby to be incurred, all of which will appear more fully and clearly by reference to the terms and provisions contained in the 2019A Lease.

6. Surveys, plans, and specifications for the 2019A Project, and estimated costs of the 2019A Project are on file in the offices of Columbus and, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety. Columbus and the Authority have determined that the 2019A Project is desirable for the efficient operation of certain departments, boards, offices, commissions or agencies of Columbus in the performance of its governmental, proprietary, and administrative functions.

7. Columbus has agreed to convey or cause to be conveyed to the Authority certain property (or its rights and title thereto, including rights of use and possession), including items of equipment or other facilities which comprise portions of the 2019A Project acquired or to be acquired directly by Columbus.

8. The Authority has determined that the issuance of Parity Bonds by the Authority should be authorized, which Parity Bonds would rank as to the lien on the revenue of the Authority (hereinafter described) derived from the property comprising the 2019A Project *pari passu* with the Series 2019A Bond herein authorized, provided certain conditions as herein set forth are met.

NOW, THEREFORE, BE IT RESOLVED by the Columbus Building Authority, legally constituted and acting as an instrumentality and a public corporation of the State of Georgia, in a public meeting lawfully called and assembled, and it is hereby resolved by authority of the same that for the purpose of providing funds necessary to pay the costs of the 2019A Project and to pay other charges incident thereto, including the costs of issuance of the Series 2019A Bond, all actions of the Authority contemplated herein are determined to be in furtherance of the purposes of the Authority and desirable for the use of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions, and that:

## ARTICLE I

## DEFINITIONS; RULES OF CONSTRUCTION

**Section 101. Definitions of Certain Terms.** In addition to the words and terms elsewhere defined in this Resolution, the following words and terms used herein shall have the following meanings:

**“Additional Rent”** means the additional rent described in Section 5.04 of the 2019A Lease.

**“Authentication Agent”** means the Finance Director of Columbus.

**“Authority”** means the Columbus Building Authority, a body corporate and politic, which is an instrumentality and a public corporation of the State of Georgia, and any other public corporation, entity, body, or authority to which is hereafter transferred or delegated by law the duties, powers, authorities, obligations, or liabilities of the present Authority, either in whole or in relation to the 2019A Lease.

**“Authorized Authority Representative”** means the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Lessee, containing the specimen signature of each such person, signed on behalf of the Authority by its Chairman.

**“Authorized Lessee Representative”** means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Authority, containing the specimen signature of each such person, signed on behalf of the Lessee by its Mayor or City Manager.

**“Basic Rent”** means all sums required to be paid on the dates and in the amounts set forth in Section 5.03 of the 2019A Lease executed in connection with the issuance of the Bonds, which sums shall be sufficient to pay the principal of and interest on the Bonds as the same become due and payable.

**“Bond Counsel”** shall mean an attorney at law or a firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivision, duly admitted to the practice of law before the highest court of any state of the United States of America.

**“Bond Date”** means the date of the original issuance and delivery of the Bonds.

**“Bond Registrar”** means the Finance Director of Columbus.

**“Bondholder,” “Bondholders,” “holder,” “Holder,” or “owner of the Bonds”** means the registered owner of any Bond.

**“Bondowner,” “Owner,” or “Registered Owner”** means the registered owner of any Bond or its assigns and does not mean any beneficial owner of the Bond.



**“Bonds”** means the Series 2019A Bond, and from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

**“Business Day”** means a day on which banks located in the city in which the office of the Paying Agent is located, and banks in New York, New York, are not required or authorized by law or executive order to remain closed.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Columbus”** and **“Columbus, Georgia,”** and other terms making reference thereto, mean the present government of Columbus, Georgia, and the governing body thereof and any successor or successors in office to said governing body or any person, body or authority to whom or to which may hereafter be delegated by law the duties, powers, authority, obligations, or liabilities of the present body, either in whole or in relation to the 2019A Lease.

**“Construction Fund”** means the Columbus Building Authority Construction Fund, 2019A, created in Section 403.

**“Construction Fund Custodian”** means such bank designated by the Finance Director of Columbus.

**“Deed”** means any one or more deeds, easements, grants of rights of way or other conveyances from Columbus conveying the 2019A Project or any portion thereof to the Authority.

**“Determination of Taxability”** means as a result of the action or inaction of the Authority the occurrence of a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Series 2019A Bond is or was includable in the gross income of the Bondholder for federal income tax purposes; provided, however, that no such decree, judgment, or action will be considered final for this purpose unless the Authority has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Bondholder, and until the conclusion of any appellate review, if sought. A “Determination of Taxability” does not include and is not triggered by a change in law by Congress that causes the interest on the Series 2019A Bond to be includable in the gross income of the Bondholder for federal income tax purposes.

**“Finance Director”** means the Finance Director of Columbus.

**“Government Obligations”** means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

**“Interest Payment Date”** means January 1 and July 1 in each year beginning July 1, 2020, the dates in each year on which interest shall be paid on the Bonds.

**“Lessee”** means Columbus.

**“2019A Lease”** means the lease contract for the 2019A Project, dated as of the Bond Date, between the Authority, as Lessor, and Columbus, as Lessee, as the same may be amended to add or delete parcels or tracts of land comprising the 2019A Project, the form of which is attached to and made a part of this Resolution as Exhibit B.

**“O.C.G.A.”** means Official Code of Georgia Annotated.

**“Outstanding”** or **“Bonds Outstanding”** means all Bonds which have been executed and delivered pursuant to this Resolution except:

(a) Bonds canceled because of payment;

(b) Bonds for which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the payment of such Bonds (whether upon or prior to the maturity date of any such Bonds); and

(c) Bonds in lieu of which other Bonds have been executed and delivered under Section 205 of this Resolution.

**“Parity Bonds”** means any revenue bonds which may be issued on a parity with the Series 2019A Bond in accordance with the terms of this Resolution.

**“Paying Agent”** means the Finance Director of Columbus.

**“2019A Project”** means the 2019A Project described in paragraph 3 of the preamble of this Resolution.

**“Record Date”** means the 15th day of the calendar month preceding each Interest Payment Date.

**“Resolution”** or **“2019A Resolution”** means this bond resolution, including any supplements or amendments hereto.

**“Series 2019A Bond”** or **“Bond”** means the COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A, to be issued pursuant to the terms of this Resolution in the principal amount of \$5,000,000.

**“Sinking Fund”** means the fund described in Section 502.

**“Sinking Fund Custodian”** means such bank as designated by the Finance Director of Columbus.

**“State”** means the State of Georgia.

**“Taxable Period”** means the period which elapses from the date on which the interest on the Series 2019A Bond is includable in the gross income of the Bondholder as a result of a Determination of Taxability.

“**Taxable Rate**” means, upon a Determination of Taxability, a per annum interest rate of 2.76%.

**Section 102. Rules of Construction.** Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “herein-before,” “hereinafter,” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution;

(d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

## ARTICLE II

AUTHORIZATION, TERMS,  
AND FORM OF SERIES 2019A BOND

**Section 201. Designation and Authorization of the Series 2019A Bond.** A revenue bond designated COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A, in the principal amount of \$5,000,000 (the “**Series 2019A Bond**”), is hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the Authority and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the benefit and security of the Registered Owners of the Series 2019A Bond and any Parity Bonds issued hereunder. The Series 2019A Bond shall be issued as a single-instrument bond and sold initially to Synovus Bank for a purchase price of 100% of the principal amount of the Series 2019A Bond.

**Section 202. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Series 2019A Bond.**

(a) The Series 2019A Bond will be issued as a single-instrument bond in the principal amount of \$5,000,000, dated the date of its issuance and delivery (the “**Bond Date**”), will be issued in fully registered form, without coupons, and will be numbered R-1, bearing interest at the fixed rate of 2.07% per annum, calculated on the basis of a 360-day year of twelve 30-day months, payable on January 1 and July 1 in each year (each an “**Interest Payment Date**”), beginning July 1, 2020, and shall mature and be paid on January 1, 2040 subject to scheduled mandatory redemption prior to maturity in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts on January 1 in the years set forth below:

<u>Year</u>	<u>Principal Amount Maturing</u>
2021	205,000
2022	210,000
2023	215,000
2024	220,000
2025	220,000
2026	225,000
2027	230,000
2028	235,000
2029	240,000
2030	245,000
2031	250,000
2032	255,000
2033	260,000
2034	265,000
2035	275,000
2036	280,000

2037	285,000
2038	290,000
2039	295,000
2040	300,000

(b) In the event a default shall occur in the payment of principal or interest on any Interest Payment Date, to the extent allowed by applicable law, such payment shall bear interest at the rate of 6.00%, until paid. In the event of a Determination of Taxability, the interest rate on the Series 2019A Bond shall be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Authority agrees to pay to the Bondholder certain additional amounts, as follows:

(i) an additional amount equal to the difference between (x) the amount of interest paid on the Series 2019A Bond during the Taxable Period and (y) the amount of interest that would have been paid on the Series 2019A Bond during the Taxable Period had the Series 2019A Bond borne interest at the Taxable Rate; plus

(ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Bondholder as a result of the occurrence of a Determination of Taxability.

Upon a Determination of Taxability, the Bondholder shall, upon written request of the Authority, provide reasonable evidence to the Authority supporting the calculation of the Taxable Rate by the Bondholder.

(c) The principal of and interest on the Series 2019A Bond shall be payable in the manner at the place designated by the Registered Owner in lawful money of the United States of America.

(d) Principal and interest payments on the Series 2019A Bond shall be payable without any requirement for presentation and surrender of the same at the office of the Paying Agent. The Bondholder shall surrender the Series 2019A Bond to the Bond Registrar and Paying Agent for cancellation and destruction upon its receipt of such final principal and interest installment.

(e) The Series 2019A Bond is subject to optional redemption prior to maturity as provided in Article III.

### **Section 203. Execution of Bond.**

(a) Pursuant to the provisions of O.C.G.A. § 36-82-140, the Series 2019A Bond will be executed with the manually executed or engraved, imprinted, stamped or otherwise reproduced facsimile of the signature of the Chairman of the Authority and the facsimile seal of the Authority will be imprinted or otherwise reproduced and attested by the manually executed or facsimile signature of the Secretary of the Authority. The Series 2019A Bond will be issued in fully registered form.

(b) In case any officer whose facsimile signature shall appear on the Series 2019A Bond shall cease to be such officer before delivery of the Series 2019A Bond, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Series 2019A Bond may nevertheless be issued and delivered as though the person whose signature appears on the Series 2019A Bond had not ceased to be such officer. The Series 2019A Bond may be executed and sealed on behalf of the Authority by the facsimile signatures of such officers who may, at the time of the execution of the Series 2019A Bond, hold the proper offices of the Authority although on the date of the Series 2019A Bond or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

**Section 204. Authentication of Bond.** The Series 2019A Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bond as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Series 2019A Bond so authenticated has been duly authenticated, registered and delivered under the Resolution and that the owner thereof is entitled to the benefits of the Resolution. At such time as the Authentication Agent is a financial institution, the certificate of authentication on the Bond shall be deemed to have been executed by such Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative.

**Section 205. Mutilated, Destroyed, or Lost Bond.**

(a) In the event the Series 2019A Bond is mutilated, lost, stolen, or destroyed, the Authority will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen, or destroyed, provided that in the case of any such mutilated Bond, such Bond is first surrendered to the Bond Registrar, and in the case of any such lost, stolen, or destroyed Bond, there is first furnished evidence of such loss, theft, or destruction satisfactory to the Authority, together with indemnity satisfactory to the Authority; provided further that if the Holder of such destroyed, lost, or stolen Bond is, or is a nominee for, the initial purchaser of the Bond or has a minimum net worth of at least \$25,000,000, such person's own unsecured agreement of indemnity shall be deemed to be satisfactory. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. All responsibility with respect to the issuance of any such new bond shall be on the Bond Registrar and not on the Clerk of Superior Court whose signature shall appear on the validation certificate, and said Clerk shall have no liability in the event an over-issuance occurs. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the Authority may pay such Bond without surrender thereof.

(b) In executing a new Bond as provided for in this Section 205, the Authority may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

**Section 206. Person Treated as Owner of Bond.** The Authority and its agents, including the Paying Agent and Bond Registrar, may deem and treat the Registered Owner of the Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium (if any), and interest made to any such owner or upon such owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid, and neither the Authority nor any such agent shall be affected by any notice to the contrary.

**Section 207. Validation Certificate.** A validation certificate of the Clerk of Superior Court of Muscogee County, State of Georgia, properly executed by said Clerk will be endorsed on each Bond and will be essential to its validity.

**Section 208. Registration, Transfer, and Exchange of Bond.** The Bond shall be registered as to both principal and interest on the registration book to be kept for that purpose by the Bond Registrar and Paying Agent. The Paying Agent will be the Bond Registrar for the Series 2019A Bond and will keep proper registration, exchange, and transfer records in which it shall register the name and address of the owner of the Series 2019A Bond. The Bond Registrar is hereby designated as Authentication Agent for purposes of authenticating the Bond issued hereunder or issued in exchange or in replacement for the Bond previously issued. The Bond may be transferred only on the bond register of the Bond Registrar with respect to the Bond. No transfer of the Bond shall be permitted except upon presentation and surrender of such Bond at the office of the Bond Registrar with a written assignment signed by the Registered Owner of the Bond in person or by a duly authorized attorney in form and with guaranty of signature satisfactory to the Bond Registrar.

Upon surrender for registration of transfer of the Bond at the office of the Bond Registrar, the Authority shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Bond for a like principal amount and maturity. The Bond may be exchanged at the office of the Bond Registrar for a like principal amount of Bond of authorized denominations and of like maturity. The execution by the Authority of the Bond in any authorized denomination shall constitute full and due authorization of such denomination and the Bond Registrar shall thereby be authorized to authenticate and deliver such Bond. No charge shall be made to the Bondholder for the privilege of registration of transfer or exchange, but the Bondholder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

**Section 209. Delivery of Bond.** The Authority shall execute the Series 2019A Bond and deliver it to the Bond Registrar, and the Bond Registrar shall authenticate the Series 2019A Bond and deliver it to the purchaser or purchasers as shall be designated by the Authority.

**Section 210. Destruction of Canceled Bond.** If the Series 2019A Bond is paid, purchased by the Authority or redeemed, either at or before maturity, it shall be canceled and delivered to the Bond Registrar when such payment is made. The Bond so canceled shall be destroyed upon its delivery to the Bond Registrar in accordance with the practice then prevailing with the Authority and record of such destruction shall be made and preserved in the permanent records of the Authority.

**Section 211. Form of the Series 2019A Bond.** The Series 2019A Bond and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the terms and form as set forth in Exhibit A. Such variations, omissions, substitutions and insertions may be made as required to complete properly the Series 2019A Bond and as may be approved by the officer or officers executing the Bond by facsimile signature, which approval shall be conclusively evidenced by such execution.

[END OF ARTICLE II]



## ARTICLE III

## REDEMPTION OF BOND BEFORE MATURITY

**Section 301. Optional Redemption of the Series 2019A Bond.** The Series 2019A Bond may be optionally redeemed by the Authority prior to its maturity at the option of Columbus, in whole or in part, at any time, upon the giving of ten days written notice to the Bondholder specifying the amount to be redeemed and the date of such redemption, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date. Any partial redemption of the Series 2019A Bond shall be applied against the principal outstanding in the order of maturity specified by the Authority at the direction of Columbus.

**Section 302. Effect of Redemption.** The Series 2019A Bond shall become and be due and payable on the optional redemption date designated in such notice. Interest on the Series 2019A Bond or the portion thereof called for redemption shall cease to accrue from and after the date fixed for optional redemption unless default shall be made in such redemption. Upon payment of the entire principal balance of the Series 2019A Bond, the Series 2019A Bond shall cease to be entitled to any lien, benefit, or security under this Resolution and the Registered Owner shall have no rights in respect thereof.

**Section 303. Prepayment or Redemption of Parity Bonds.** Parity Bonds may be made subject to prepayment or redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. In the event Parity Bonds are hereafter issued, such Parity Bonds of any such future issue or issues may be prepaid or redeemed in whole or in part before the maturity of the Series 2019A Bond, subject to the Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

**Section 304. Purchase of Bonds in Market.** Nothing herein contained shall be construed to limit the right of the Authority at the direction of Columbus to purchase Bonds in the open market, at a price not exceeding the then applicable redemption price of the Bonds to be acquired or at par and accrued interest for Bonds not then subject to redemption, from funds in the Sinking Fund, subject to the Sinking Fund requirements herein prescribed. Any such Bonds so purchased shall not be reissued and shall be cancelled.

[END OF ARTICLE III]

## ARTICLE IV

APPLICATION OF PROCEEDS;  
CONSTRUCTION FUND

**Section 401. Application of Proceeds of Bond.** The proceeds derived from the sale of the Series 2019A Bond shall be applied by the Authority, concurrently with the delivery of the Bond to the initial purchaser or purchasers thereof, as follows:

(a) to the extent not paid or reimbursed by the purchaser of the Series 2019A Bond, all costs and expenses in connection with the issuance and sale of the Series 2019A Bond, including without limitation the fees and expenses of accountants, attorneys, and financial advisors, shall be paid by the Authority to those persons who shall be entitled to receive the same;

(b) all costs of the 2019A Project which were incurred by Columbus prior to issuance of the Series 2019A Bond, which costs may be reimbursed from bond proceeds, shall be paid to Columbus in compliance with Treasury Regulation § 1.150-2; and

(c) the balance of the proceeds from the sale of the Series 2019A Bond shall be deposited by the Authority in the Construction Fund and credited to such accounts as may be established or maintained to assure that the expenditure of such funds is made in accordance with this Resolution and the necessary directions and certifications to be made by officers of Columbus or the Authority to assure compliance with the Code.

**Section 402. Acquisition, Construction, and Equipping of the 2019A Project.** The Authority will accept the transfer from Columbus or such other subordinate authority or entity of Columbus which may hold title, easements, or rights of use or possession to any property comprising the 2019A Project and not previously conveyed pursuant to one or more deeds, and the Authority or Columbus, as Lessee, either directly or through one or more of its subordinated authorities, departments, or agencies, on behalf of the Authority, will proceed with the acquisition, construction, and equipping of the 2019A Project, substantially in accordance with recommendations, plans, and specifications prepared for and on file with Columbus.

The Authority may also acquire such construction easements as may be required for construction of portions or phases of the 2019A Project. All or a portion of the property, or interests therein, comprising parts of the 2019A Project may be acquired by the Authority with proceeds of the Series 2019A Bond subsequent to execution of the 2019A Lease and the issuance and delivery of the Series 2019A Bond. Any such portion of the 2019A Project acquired with proceeds of the Series 2019A Bond, subsequent to the execution of the 2019A Lease, shall immediately become subject to the provisions thereof, and the Authority and Columbus will take such actions as are necessary to amend such 2019A Lease to reflect the inclusion of such property under the provisions thereof.

**Section 403. Creation of Construction Fund.** A construction fund is hereby authorized to be created prior to the issuance of the Series 2019A Bond, designated the COLUMBUS BUILDING AUTHORITY CONSTRUCTION FUND 2019A (the “**Construction Fund**”). There shall be deposited to the credit of the appropriate fund or account within the Construction

Fund the amount of the proceeds from the sale of the Series 2019A Bond as specified in Section 401(b) and any other funds acquired by gift, donation, grant, or otherwise for the acquisition and installation of the 2019A Project and any additional funds which may be required to be furnished by the Authority or Columbus. Any proceeds of insurance maintained pursuant to Article VII of the 2019A Lease which are received by the Authority or the Lessee, and sums received by reason of performance bonds with respect to any portions of the 2019A Project shall be paid *pro rata* into the Construction Fund. Such money as deposited in the Construction Fund shall be held by the Construction Fund Custodian and withdrawn only in accordance with the provisions and restrictions set forth in this Article, and the Authority will not cause or permit to be paid therefrom any sums except in accordance herewith; provided, however, that any money in the Construction Fund not needed at the time for the payment of current obligations during the course of the acquisition and the installation of the 2019A Project, upon direction of the Authorized Authority Representative, may be invested and reinvested by the Construction Fund Custodian in such investments as are set forth in Section 605 of this Resolution. Any such investments shall mature not later than such times as shall be necessary to provide money when needed for payments to be made from the Construction Fund, and shall be held shall be held by the Custodian for the account of the Construction Fund until maturity or until sold, and at maturity or upon such sale the proceeds received therefrom, including accrued interest and premium, if any, shall be immediately deposited by said Custodian in the Construction Fund and shall be disposed of in the manner and for the purposes hereinafter provided or permitted.

**Section 404. Disbursements for Acquisition, Construction, and Equipping of the 2019A Project.** From and after the initial disbursements from the Construction Fund as approved by the Authorized Authority Representative, the Authority will cause the Lessee which, by the provisions of the 2019A Lease, has been and hereby is designated as the agent of the Authority for such purpose, to complete, on behalf of the Authority, the acquisition, construction, and equipping of the 2019A Project, including the acquisition of property, rights-of-ways, and easements as soon as may be practicable delays incident to strikes, riots, acts of God and the public enemy, and similar acts beyond the reasonable control of the Authority and the Lessee, only, excepted. The Authority will cause the Lessee promptly to pay all expenses incurred in and about such acquisition, construction, and equipping of the 2019A Project and shall make disbursements from the appropriate fund or account within the Construction Fund for all such costs on the requisition of the Lessee, which requisition shall be signed on behalf of the Lessee by the Authorized Lessee Representative. No provisions of this Resolution shall be construed as prohibiting Columbus from proceeding with the acquisition or condemnation of property, rights-of-way, and easements and the acquisition and installation of equipment and other facilities comprising the 2019A Project in its name or from subsequently selling or otherwise transferring such property or rights in property to the Authority.

**Section 405. Lien on Construction Fund for Bondowners.** All proceeds held in the Construction Fund or obligations held for such fund shall be subject to a lien or charge in favor of the owners of the Series 2019A Bond and shall be held for the future security of such owners until paid out as herein provided.

**Section 406. Balance of Bond Proceeds.** When the 2019A Project shall have been completed, should there then be remaining any balance of the proceeds from the sale of the Series 2019A Bond, such balance, at the option of the Lessee, may be used to pay for additional

improvements, equipment, or other facilities relating to the 2019A Project or be deposited in the Sinking Fund and used, to the extent practicable and feasible, for the purchase and retirement of Series 2019A Bond or applied against the payment of Basic Rent.

[END OF ARTICLE IV]

## ARTICLE V

APPLICATION OF PROJECT REVENUE;  
FLOW OF FUNDS; PARITY BONDS; DEFEASANCE

**Section 501. Bonds as Limited Obligations of the Authority.** The Bonds are limited obligations of the Authority payable solely from the special funds and accounts established under this Resolution derived from proceeds received from the sale of the Bonds and from the revenue, rents, and other amounts received by the Authority under the 2019A Lease.

**Section 502. Sinking Fund.**

(a) There is hereby created and the Authority will maintain, for so long as any of the Bonds remain outstanding and unpaid or provision for the payment thereof has not been made in accordance with the provisions hereof, a special fund designated COLUMBUS BUILDING AUTHORITY SINKING FUND 2019A (the “**Sinking Fund**”).

(b) So long as any of the principal of or interest on the Bonds remains outstanding and unpaid, the Authority will cause to be paid by the Lessee, directly to the Sinking Fund, the Basic Rent for which provision is made in the 2019A Lease for the purpose of paying the principal of and interest on the Bonds. The Sinking Fund will be used only for payment of the principal of and interest on the Bonds as the same shall become due without preference or priority of any one Bond over any other Bond.

(c) Nothing herein shall be construed so as to prohibit the Authority from maintaining directly or through the Finance Director a consolidated fund for outstanding Bonds provided that accurate and complete records are maintained at all times to show the amount within such consolidated fund credited to the Sinking Fund.

**Section 503. Disbursements from Sinking Fund.** Subject to the terms and conditions of this Resolution, money in the Sinking Fund will be disbursed for (a) the payment of interest on the Bonds as such interest falls due, (b) the payment of the principal on the Bonds, either at maturity or by proceedings for mandatory redemption, (c) the redemption of Bonds before maturity at the price and under the conditions provided therefor in Article III hereof, and (d) the purchase, at prices not to exceed par and accrued interest, and retirement of the Bonds before their maturity.

**Section 504. Bonds Constitute First Lien.** All payments of Basic Rent due under the 2019A Lease and all money in the Construction Fund (subject, however, to the application thereof for the acquisition and installation of the 2019A Project) and in the Sinking Fund are pledged to the payment of the principal of and interest on the Bonds and shall be subject to and there is hereby created thereon a first and prior charge or lien for the purpose of paying the principal of and interest on the Bonds.

**Section 505. Pledge Binding on All Parties.** All Basic Rent so pledged shall immediately be subject to the charge or lien created in Section 504 without any physical delivery thereof or further act and such pledge shall be valid and binding against the Authority and

against all parties having claims of any kind against the Authority whether such claims shall have arisen in contract, tort, or otherwise and irrespective of whether such parties have notice thereof.

**Section 506. Priority of Bonds Preserved.** The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the 2019A Project prior to the charge or lien herein created for the payment of the Bonds.

**Section 507. Parity Bonds.** Parity Bonds may be issued by the Authority from time to time ranking as to the lien on the revenue of the Authority derived from the land and other property comprising the 2019A Project *pari passu* with the Bonds herein authorized for the specific purpose of completing the financing of the 2019A Project or financing improvements or additions, real or personal, to any portion of the 2019A Project, provided all the following conditions are met:

(a) The payments covenanted to be made hereunder have been and are being made as required;

(b) The Authority and Columbus shall enter into an amendment to the 2019A Lease reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms, and provisions of the 2019A Lease. Under the terms of such amendment, Columbus shall obligate itself to pay to the Authority amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued and for the payment of the reasonable fees and charges of the Paying Agent and Bond Registrar, if any, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Interest Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Interest Payment Date, but not necessarily in each year or in equal installments.

(d) Any such proceeding or proceedings shall require the payments then being made for deposit into the Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution.

(e) Such Parity Bonds and all proceedings relative thereto and the security therefor shall be validated as prescribed by law.

**Section 508. Bonds to be Canceled on Payment.** All Bonds paid or purchased either at or before maturity shall be canceled when payment therefor is made. Canceled Bonds shall be delivered to the Authority and such Bonds so canceled shall be mutilated and destroyed. A record of such mutilation and destruction shall be preserved in the records of the Authority.

**Section 509. Defeasance.**

(a) Any funds paid to or received by the Authority at any time for the purchase and retirement of Bonds shall be placed in a special fund to be created by the Authority and applied to such purpose as far as possible in the same manner that funds in the Sinking Fund are applied. If and when sufficient funds are deposited in such special fund to pay all Outstanding Bonds, including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar, such deposit shall constitute payment in full of the Bonds.

(b) Bonds shall also be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Bonds,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose, (A) sufficient money and/or (B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which money and/or Government Obligations when due will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium (if any) on such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Bonds or there shall be sufficient money deposited with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Bonds being defeased pursuant to this Section 509 are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice as soon as practicable to the owners of such Bonds by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 509 has been made and that such Bonds are deemed to have been paid in accordance with this Section 509.

(c) In addition to the foregoing provisions of this Section 509, the lien of this Resolution as to all Bonds which are being defeased shall only be discharged pursuant to this Section 509 if the Authority delivers an opinion of bond counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 509 have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Bonds from federal income taxation.

(d) In the event provision for the payment in full of all Outstanding Bonds is to be made at the same time, the funds for such payment may be deposited to and such Bonds may be redeemed or paid from the Sinking Fund.

(e) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds and remaining in such fund shall be paid to the Lessee.

(f) At such time as payment in full of Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by this Resolution on the revenues of the 2019A Project securing such payment shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

[END OF ARTICLE V]



## ARTICLE VI

DEPOSITORIES OF FUNDS  
AND SECURITY FOR DEPOSITS;  
AUTHORIZED INVESTMENTS

**Section 601. Funds Constitute Trust Funds.** All money deposited in any fund created hereby shall constitute trust funds for which the Authority shall be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the Authority, and except as otherwise provided herein, all funds received by the Authority under the terms hereof, subject to the giving of security as hereinafter provided, will be deposited with a depository in the name of the Authority.

**Section 602. Deposits in Excess of FDIC Guarantee.** No money belonging to any of the funds created hereunder will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agency of the United States of America which may succeed to the functions of said corporation unless such depository shall have pledged, for the benefit of the Authority and the owners of the Bonds as collateral security for the money deposited, Government Obligations, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable Georgia law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable Georgia law.

**Section 603. Designation of Bond Registrar, Paying Agent, Sinking Fund Custodian, and Custodian of the Construction Fund.**

(a) The Finance Director of Columbus is hereby designated the Bond Registrar and Paying Agent for the Series 2019A Bond. The Finance Director of Columbus is hereby authorized to designate a depository bank as Custodian of the Sinking Fund and Custodian of the Construction Fund.

(b) A successor Bond Registrar and Paying Agent or depository for or custodian of any fund or account may, from time to time, be designated provided such successor agrees to comply with all of the provisions of this Resolution. During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

**Section 604. Investment of Funds.**

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed, or sold, and the proceeds thereof, including interest, principal, and premium (if any), shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the Fiscal Year next preceding the determination of value. Money in each respective fund and all authorized investments held in and for such fund and the income therefrom are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) The Authorized Authority Representative at any time and from time to time may direct any depository of or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund.

**Section 605. Authorized Investments.**

(a) Construction Fund Money. Subject to the provisions of this Resolution, money in the Construction Fund may be invested and reinvested by the Construction Fund Custodian, at the direction of the Authorized Authority Representative, in any of the following investments allowed by O.C.G.A. § 36-82-7, if and to the extent the same are at the time legal for investment of bond proceeds:

(i) the local government investment pool created in O.C.G.A. § 36-83-8; or

(ii) the following securities and no others:

(A) bonds or other obligations of the Authority, or bonds or obligations of the State or other states or of counties, municipal corporations, and political subdivisions of the State;

(B) bonds or other obligations of the United States or of subsidiary corporations of the United States government, which are fully guaranteed by such government;

(C) obligations of and obligations guaranteed by agencies or instrumentalities of the United States government, including those issued by the Federal Land Bank, Federal Home Loan Bank, Federal Intermediate Credit Bank, Bank for Cooperatives, and any other such agency or instrumentality now or hereafter in existence; provided, however, that all such obligations shall have a current credit rating from nationally recognized rating service of at least one of the three highest rating categories available and have a nationally recognized market;

(D) bonds or other obligations issued by any public housing agency or municipal corporation in the United States, which such bonds or obligations are fully secured as to payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States government, or project notes issued by any public housing agency, urban renewal agency or municipal corporation in the United States which are fully secured as to payment of both principal and interest by a requisition, loan or payment agreement with the United States government;

(E) certificates of deposit of national or state banks located within the State which have deposits insured by the Federal Deposit Insurance Corporation and certificates of deposit of federal savings and loan associations and state building and loan or savings and loan associations located within the State which have deposits insured by the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation or the Georgia Credit Union Deposit Insurance Corporation, including the certificates of deposit of any bank, savings and loan association, or building and loan association acting as depository, custodian or trustee for any proceeds of the Bonds; provided, however, that the portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation, the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or the Georgia Credit Union Deposit Insurance Corporation, if any, shall be secured by deposit with the Federal Reserve Bank of Atlanta, Georgia, or with any national or state bank or federal savings and loan association or state building and loan or savings and loan association located within the State or with a trust office within the State, of one or more of the following securities in an aggregate principal amount equal at least to the amount of such excess: direct and general obligations of the State or other states or any county or municipal corporation in the State, obligations of the United States or subsidiary corporations included in subparagraph (B) above, obligations of the agencies and instrumentalities of the United States government included in subparagraph (C) above, or bonds, obligations, or project notes of public housing agencies, urban renewal agencies, or municipalities included in subparagraph (D) above;

(F) securities of or other interests in any no-load, open-end management type investment company or investment trust registered under the Investment Company Act of 1940, as from time to time amended, or any common trust fund maintained by any bank or trust company which holds such proceeds as trustee or by an affiliate thereof so long as:

(1) the portfolio of such investment company or investment trust or common trust fund is limited to the obligations referenced in subparagraph (B) and (C) above and repurchase agreements fully collateralized by any such obligations;

(2) such investment company or investment trust or common trust fund takes delivery of such collateral either directly or through an authorized custodian;

(3) such investment company or investment trust or common trust fund is managed so as to maintain its shares at a constant net asset value; and

(4) securities of or other interests in such investment company or investment trust or common trust fund are purchased and redeemed only through the use of national or state banks having corporate trust powers and located within the State; and

(G) interest-bearing time deposits, repurchase agreements, reverse repurchase agreements, rate guarantee agreements, or other similar banking arrangements with a bank or trust company having capital and surplus aggregating at least \$50 million or with any government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York having capital aggregating at least \$50 million or with any corporation which is subject to registration with the Board of Governors of the Federal Reserve System pursuant to the requirements of the Bank Holding Company Act of 1956, provided that each such interest-bearing time deposit, repurchase agreement, reverse repurchase agreement, rate guarantee agreement, or other similar banking arrangement shall permit the money so placed to be available for use at the time provided with respect to the investment or reinvestment of such money.

(b) Sinking Fund Money. Money in the Sinking Fund may be invested by the Sinking Fund Custodian, at the direction of the Authorized Authority Representative, in the following investments if and to the extent the same are at the time legal for investment of such money:

(i) pursuant to O.C.G.A. ' 36-80-3, the Authority may invest and reinvest money subject to its control and jurisdiction in:

(A) obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) bonds or certificates of indebtedness of the State and of its agencies and instrumentalities; and

(C) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured; and

(ii) pursuant to O.C.G.A. §36-83-4, the Authority may invest and reinvest money subject to its control and jurisdiction in:

- (A) obligations of the State or of other states;
- (B) obligations issued by the United States government;
- (C) obligations fully insured or guaranteed by the United States government or by one of its agencies;
- (D) obligations of any corporation of the United States government;
- (E) prime bankers' acceptances;
- (F) the local government investment pool established by O.C.G.A. §36-83-8;
- (G) repurchase agreements; and
- (H) obligations of other political subdivisions of the State.

**Section 606. Paying Agent Instructions.** Not less than two business days prior to any Interest Payment Date, the Paying Agent shall ascertain whether amounts sufficient to make the interest and/or principal payment due on the Bonds on such Interest Payment Date are on deposit in the Sinking Fund, and, if so, shall make appropriate arrangements with the Sinking Fund Custodian for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Interest Payment Date in accordance with the terms thereof. In the event amounts on deposit in the Sinking Fund are insufficient to make the payment due on any Interest Payment Date as aforesaid, the Paying Agent shall immediately notify the Authority, and the Authority shall deposit to the Sinking Fund the amounts necessary to pay the amounts due on said Interest Payment Date. The instructions in this Section 606 shall not apply if the Finance Director is the Paying Agent.

**Section 607. Paying Agent.** The Finance Director may perform the duties and responsibilities of Paying Agent hereunder, unless and until the Finance Director designates a separate Paying Agent in accordance with this Article VI. The Finance Director shall act as Authentication Agent, Bond Registrar, and Paying Agent for the Bonds, provided that so long as the Finance Director is serving as the Paying Agent, the Finance Director shall perform the duties and responsibilities of the Authentication Agent. The Authority shall appoint any succeeding Paying Agent for the Bonds, subject to the conditions set forth in Section 608 hereof. The Paying Agent, if it is other than the Finance Director, shall designate to the Finance Director its principal office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Authority under which the Paying Agent will agree, particularly:

(i) to hold all sums held by it for the payment of the principal of and interest on the Bonds in trust for the benefit of the holders of the Bonds until such sums shall be paid by it to such holders of the Bonds or otherwise disposed of as herein provided;

- (ii) to authenticate and cancel Bonds as provided herein;
- (iii) to perform its obligations under Article II of this Resolution; and
- (iv) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Finance Director at all reasonable times.

The Finance Director shall cause the necessary arrangements to be made and to be thereafter continued whereby:

- (a) funds derived from the sources specified in this Resolution will be made available at the designated principal office of the Paying Agent for the timely payment of principal of and interest on the Bonds;
- (b) Bonds shall be made available for authentication, exchange and registration of transfer by the Paying Agent at the designated principal office of the Paying Agent; and
- (c) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

**Section 608. Qualifications of Paying Agent; Resignation; Removal.**

(a) The Paying Agent shall be the Finance Director or a commercial bank or national banking association with trust powers or a trust company duly organized under the laws of the United States of America or any state or territory thereof having a combined capital stock, surplus, and undivided profits of at least \$10,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent, if other than the Finance Director, may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' notice to the Finance Director. The Paying Agent, if other than the Finance Director, may be removed at any time by an instrument signed by the Finance Director or the City Manager and filed with such Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent, prior to its resignation or removal, shall deliver any money and any Bonds and its related books and records held by it in such capacity to its successor or, if there be no successor, to the Finance Director.

[END OF ARTICLE VI]

## ARTICLE VII

## PARTICULAR COVENANTS OF THE AUTHORITY

**Section 701. Pledge of Security; Payment of Bonds.** The Bonds are limited obligations of the Authority and the Authority will pay or cause to be paid promptly the principal of and the interest on the Bonds at the place, on the dates, and in the manner herein specified according to the true intent and meaning thereof. There are hereby pledged and assigned for the payment of the principal of and interest on the Bonds, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds from the sale of the Bonds, (ii) the 2019A Lease, including the revenues and other receipts of the Authority derived from the 2019A Lease, (iii) the funds established by this Resolution, including the investments (if any) thereof, and (iv) any insurance proceeds and condemnation awards payable to the Sinking Fund in accordance with the provisions of the 2019A Lease. No Bond issued hereunder shall constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Authority other than such revenue.

**Section 702. Basic Rent to be Deposited Directly to Sinking Fund.** So long as the 2019A Lease shall remain in effect, the Authority covenants that it will cause the Basic Rent due under the 2019A Lease to be deposited directly to the Sinking Fund

**Section 703. Performance of Covenants.** The Authority will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Resolution, in any and every Bond executed and delivered hereunder, and in all proceedings pertaining thereto. The Authority is duly authorized under the Constitution and laws of the State of Georgia to issue the Bonds and to execute the 2019A Lease and to pledge the Basic Rent paid under the 2019A Lease and other amounts hereby pledged in the manner and to the extent herein set forth. All action on the part of the Authority for the adoption of this Resolution has been duly and effectively taken, and the Bonds in the hands of the owners thereof shall be valid and enforceable obligations of the Authority according to the true intent and meaning thereof.

**Section 704. Title and Instruments of Further Assurance.** The Authority has not made, done, executed, or suffered, and will not make, do, execute, or suffer, any act or thing whereby its estate or interest in and title to any of the facilities comprising the 2019A Project or any part thereof is now or at any time hereafter shall or may be impaired or charged or encumbered in any manner whatsoever except as may be herein authorized. The Authority will do, execute, acknowledge, and deliver, or cause to be done, executed, acknowledged, and delivered, such instruments supplemental hereto and such further acts and instruments as may reasonably be required for the better assuring, pledging, and confirming of the pledge hereby made of the revenue derived from the 2019A Lease to the payment of the principal of and interest on the Bonds.

**Section 705. Recording and Filing.** The Authority covenants that, solely from additional rent as provided in the 2019A Lease, it will cause the 2019A Lease and all supplements thereto to be kept, recorded, and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Authority hereunder.

**Section 706. Checks, How Signed.** All transfers from any fund for which provision is made herein and all payments from any such fund will be made by checks signed by the Authorized Authority Representative; provided, however, that transfers of funds for investment in accordance with Sections 604 and 605 may be made by the depository or custodian of the fund for which such investment is being made when authorization therefor is given by the Authorized Authority Representative.

**Section 707. Authority Will Not Cancel 2019A Lease.** The Authority will not cancel, terminate, modify, or consent to the cancellation, termination, or modification of the 2019A Lease except as is specifically provided, authorized, or contemplated therein or herein unless and until the principal of and the interest on every Bond secured by said 2019A Lease shall have been paid in full or provision for such payment shall have been made in accordance with the provisions hereof. As more specifically provided in the 2019A Lease, any portion of the 2019A Project or property constituting a portion of any of the 2019A Project may be released and removed from the 2019A Lease, upon the request of Columbus; provided, however, that any such removal of such 2019A Project or property shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the 2019A Lease.

**Section 708. Tax Covenants.** In order to maintain the exclusion from federal gross income of interest on the Series 2019A Bond, the Authority covenants to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owner of the Series 2019A Bond, the Authority agrees to comply with the provisions of a federal tax certificate to be executed by an authorized officer of the Authority and delivered simultaneously with the issuance and delivery of the Series 2019A Bond.

**Section 709. Exemption from Continuing Disclosure Requirement.** The Authority covenants that the initial and continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) do not apply to the Series 2019A Bond because the issuance of the Series 2019A Bond to the purchaser thereof complies with the exemption contained in Section 15c2-12(d)(1)(i) of said rule.

[END OF ARTICLE VII]



## ARTICLE VIII

## REMEDIES

**Section 801. Events of Default.** Each of the following events is hereby declared an event of default;

(a) payment by the Authority of the principal of any of the Bonds shall not be made when the same shall become due and payable;

(b) payment by the Authority of interest shall not be made when the same shall become due and payable;

(c) the Authority shall for any reason be rendered incapable of fulfilling its obligations hereunder;

(d) an order or decree shall be entered with the consent or acquiescence of the Authority appointing a receiver or receivers of any of the 2019A Project or of the revenue therefrom or any proceedings shall be instituted with the consent or acquiescence of the Authority for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting claims of such creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are, under any circumstances, payable out of the revenue of the 2019A Project, or if such order or decree, having been entered without the consent and acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof or if such proceeding, having been instituted without such consent or acquiescence, shall not be withdrawn or any orders entered shall not be vacated, discharged or stayed on appeal, within 60 days after the institution of such proceedings or the entry of such order;

(e) final judgment for the payment of money shall be rendered against the Authority if such judgment, under any circumstances, is payable out of the revenue of the Authority derived from the ownership and leasing of the 2019A Project and any such judgment shall not be discharged within 60 days from the entry thereof or no appeal shall be taken therefrom or from the order, decree, or process upon which or pursuant to which such judgment was granted or entered in such manner so as to set aside conclusively any execution or enforcement of or levy under such judgment, order, decree, or process;

(f) the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements, or provisions contained in the Bonds or in this Resolution on its part to be performed, other than as specified in (a) or (b) above, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the owner of any Bond unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the Authority may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30-day period after the giving of notice, unless in the reasonable judgement of the holder of any Bond by such action the lien or charge hereof on any part of the revenue of the 2019A Project shall be materially endangered or the 2019A Project or

the revenue therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied; or

(g) the Lessee shall fail to perform or observe any agreement, covenant, term, condition, or undertaking contained in the 2019A Lease resulting in a default thereunder.

**Section 802. Remedies.** Upon the happening and continuance of any event of default in any one of the ways specified in the preceding section, the Registered Owners of the Bonds then outstanding shall have the following rights and remedies:

(a) The owners of not less than a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the Authority, declare the principal of all Bonds then outstanding if not then due and payable, to be due and payable together with the interest thereon, and, upon such declaration, such Bonds and the interest thereon shall become and be immediately due and payable, anything in the Bonds or herein contained to the contrary notwithstanding; provided, however, that if, at any time after the principal of the Bonds shall have been so declared to be due and payable, all arrears of interest, if any, upon all Bonds then outstanding and all other indebtedness secured hereby except the principal of any Bonds not then due by their terms and the interest accrued on the Bonds since the last interest payment date, shall have been paid or such payment shall have been provided for by the deposit with the paying agent of a sum sufficient to pay the same, and every other default in the observance or performance of any covenant, condition, or agreement in the Bonds or herein contained shall be made good or provisions therefor satisfactory to the owners of such Bonds shall have been made, then and in every such case, the owners of not less than a majority in principal amount of the Bonds then outstanding may, by written notice to the Authority, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right relative thereto.

(b) The Registered Owner of any such Bond may proceed, subject to the provisions of Section 804, with any other right or remedy independent of or in aid of the foregoing powers such as owner may deem best, including the right to secure specific performance by the Authority of any covenant or agreement herein contained, the right to protect and enforce the rights of the owners of the Bonds by suit, action, or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights, the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded hereby, of a receiver for all or any parts of the 2019A Project and the earnings, revenue, and income therefrom, and the right to enforce remedies afforded to Bondowners under the Georgia Revenue Bond Law. The rights herein specified are cumulative of all other available rights, remedies, or powers and shall not be exclusive of any.

**Section 803. Termination of Proceedings.** In case any proceeding taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such owner, then and in every such case, the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the owners of the Bonds shall continue as though no such proceedings had been taken.

**Section 804. Limitation on Rights.** No one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided herein or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit and protection of all owners of such outstanding Bonds.

**Section 805. Remedies Cumulative.** No remedy herein conferred upon the Bondowners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

**Section 806. Delay Not a Waiver.** No delay or omission of any Bondowner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as a waiver of any default or an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

**Section 807. Application of Revenue on Default.** During the continuance of an event of default, funds and revenue received pursuant to any right given or action taken under the provisions of this Article shall be applied to the payment of principal and interest on the Bonds as follows and in the following order:

- (a) prior to the principal of all the Bonds becoming due or being declared to be due and payable,
  - (i) to the payment to the persons entitled thereto of all interest then due in the order in which such interest became due; and
  - (ii) to the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, and if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably according to the amounts of principal due on such date to the persons entitled thereto, without preference, priority, or distinction; and
- (b) subsequent to the principal of all the Bonds becoming due or being declared to be due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal or of any interest in arrears over any other interest in arrears or of any Bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without preference, priority, or distinction.

**Section 808. Rights to Enforce Payment.** Nothing in the Resolution or in the Bonds shall affect or impair the right of action of the owner of any Bond, which is absolute and unconditional, to enforce payment of such Bond in accordance with the provisions of this Resolution.

**Section 809. Lessee Authorized to Cure Default.** As to any alleged default by the Authority hereunder, the Authority hereby authorizes and designates the Lessee as its

attorney-in-fact and agent and gives it full power to perform in the name and stead of the Authority any covenant or obligation of the Authority which is alleged to constitute a default, and the Lessee shall be and hereby is fully empowered to do any and all things and perform all acts to the same extent that the Authority could do and perform.

[END OF ARTICLE VIII]

## ARTICLE IX

## SUPPLEMENTAL PROCEEDINGS

**Section 901. Supplemental Proceedings Not Requiring Consent of Bondowners.**

The Authority may without the consent of or notice to any of the Bondowners, enter into such resolution or resolutions supplemental to this Resolution, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) to grant to or confer upon the Bondowners any additional rights, remedies, powers, or authority that may lawfully be granted to or conferred upon the Bondowners; and
- (c) to subject to the lien and pledge of this Resolution additional revenues or collateral.

**Section 902. Supplemental Resolutions Requiring Consent of Bondowners.**

(a) Exclusive of supplemental resolutions covered by Section 901 and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the execution by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to, or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution; provided, that without the written consent of the owners of all the Bonds then outstanding, the Authority may not enter into any supplemental resolution that has the effect of permitting (a) the extension of the maturity of any installment of principal of or interest on any Bond, (b) a reduction in the principal amount or the rate of interest on any Bond, (c) the creation of a lien or charge on any of the 2019A Project or the revenues from any of the 2019A Project, including Basic Rent, ranking prior to the lien or charge thereon contained in this Resolution, (d) the establishment of preferences or priorities between the Bonds, or (e) a reduction in the aggregate principal amount of Bonds the owners of which are required to consent to such supplemental resolution.

(b) If at any time while Parity Bonds are outstanding the Authority shall desire to enter into any such supplemental proceedings for any of the purposes of this Section, the Authority shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental proceedings to be published one time in a financial journal of general circulation in the Borough of Manhattan, City and State of New York, published in the English language, regularly at least five consecutive business days each week, and the Authority shall mail a copy of such notice to the Registered Owners of all of the Bonds but no failure to publish any such notice nor any defect in any notice, including failure of a bondowner to receive such notice by mail, shall affect the right of the Authority to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of

the same is on file with the Authority. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondowner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Section permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article while the Lessee is not in default under the 2019A Lease or this Resolution, shall not become effective unless and until the Lessee shall have consented in writing to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed execution and delivery of any such supplemental resolution to which the Lessee has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the Lessee, to be mailed by certified or registered mail to the Lessee at least 30 days prior to the proposed date of execution and delivery of any such supplemental resolution or shall otherwise obtain the written consent of the Lessee.

**Section 903. Amendments to 2019A Lease Not Requiring Consent of Bondowners.**

The Authority and the Lessee, without the consent of or notice to the Bondowners, may amend the 2019A Lease for the purpose of (i) making any change required by the 2019A Lease or this Resolution; (ii) substituting or adding additional property; (iii) releasing any portion of the 2019A Project as a result of additions, deletions, alterations, modifications, or improvements to the 2019A Project as authorized in Article VI of the 2019A Lease; (iv) curing ambiguities, defects, or inconsistent provisions; or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

**Section 904. Amendments to 2019A Lease Requiring Consent of Bondowners.**

(a) Except for the amendments as provided in this Section 904, neither the Authority nor the Lessee may amend the 2019A Lease without the written approval or consent of the owners of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding given and procured as in this Section provided; provided that without the written consent of the owners of all the Bonds then outstanding, no such amendment shall ever affect the obligation of the Lessee to pay Basic Rent when due under the provisions of the 2019A Lease.

(b) If at any time the Authority and the Lessee shall propose any such amendment to the 2019A Lease while Parity Bonds are outstanding, the Authority, upon being satisfactorily indemnified with respect to expenses, shall cause notice of such proposed amendment to be given in the same manner as provided by Section 902 hereof with respect to supplemental resolutions. Such notice shall briefly set forth the nature of such proposed amendment and shall state that copies of the instrument embodying the same are on file at the principal office of the Authority for inspection by all Bondowners. The Authority shall not, however, be subject to any liability to any Bondowner by reason of its failure to provide such notice, and any such failure

shall not affect the validity of such amendment when consented to and approved as provided in this Section. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment as in this Section permitted and provided, the 2019A Lease shall be deemed to be modified and amended in accordance therewith.

**Section 905. No Notation on Bonds Required.** Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all owners of the then Outstanding Bonds and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

**Section 906. Proof of Execution and Ownership.**

(a) Any request, waiver, direction, consent, or other instrument required by this Resolution to be signed or executed by the owners of Bonds may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent or attorney appointed in writing. Proof of the execution of any such instrument or of the writing appointing such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken by it under such instrument. The fact and date of the execution by any person of any such instrument may be proved by an affidavit of a witness to such execution or by the certificate of any officer in any jurisdiction who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof. The ownership at any given time of a registered Bond may be proved by a certificate of the Bond Registrar stating that on the date stated the registered Bond described was registered on its books in the name of the stated party. The Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

(b) Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority in pursuance of such request or consent. No revocation of such consent shall be effective after the owners of two-thirds in aggregate principal amount of the Bonds outstanding have, prior to such attempted revocation, consented to and approved the amendment or amendments referred to in such revocation.

[END OF ARTICLE IX]

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 1001. Merger of Paying Agent.** During such times as the Paying Agent is a bank or trust company, any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the paying agent may be sold shall be the successor paying agent for the purpose of this Resolution.

**Section 1002. Resolution Constitutes Contract.** The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the owners of the Bonds, and after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the governing body of the Authority adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of Article IX.

**Section 1003. Limitation on Liability from Sinking Fund.**

(a) Should any Bonds not be presented for payment when due, the Authority shall retain in the Sinking Fund, from the funds transferred thereto for the purpose of paying the Bonds and the interest thereon, for the benefit of owners thereof, a sum of money sufficient to pay such Bonds when the same are presented by the owners thereof for payment. All liability of the Authority to the owners of such Bonds and all rights of such owners against the Authority under the Bonds or under this Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit in the Sinking Fund.

(b) If any Bond shall not be presented for payment within the period of five years following the date when such Bond becomes due, the Authority may transfer to its general fund all funds theretofore held by it in the Sinking Fund for payment of such Bond or the interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Authority.

**Section 1004. Validation.** The Bonds shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Resolution and a copy hereof shall be served upon the District Attorney of the Chattahoochee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Muscogee County, and said notice shall be executed by the Chairman and the seal of the Authority shall be impressed thereon and attested by the Secretary of the Authority.

**Section 1005. Partial Invalidity.** In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Georgia Revenue Bond law, and if any provisions hereof conflict with any applicable



provision of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

**Section 1006. [Reserved].**

**Section 1007. Authorization of 2019A Lease.** The execution, delivery, and performance of the 2019A Lease by and between the Authority and Columbus be and the same are hereby authorized. The 2019A Lease shall be in substantially the form attached hereto as Exhibit B, with such changes, insertions, or omissions as may be approved by the Chairman or Vice Chairman of the Authority. The 2019A Lease shall be executed by the Chairman or Vice Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary of the Authority.

**Section 1008. General Authorization.** The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2019A Bond.

**Section 1009. Waiver of Performance Audit.** The Authority hereby specifically waives the requirements of O.C.G.A. § 36-82-100 that the expenditure of the proceeds of the Bonds be subject to an ongoing performance audit or performance review and authorizes such waiver to be published in the notice of hearing relating to the validation of the Bonds.

**Section 1010. [Reserved].**

**Section 1011. Table of Contents and Headings Not Part of Resolution.** The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction, or effect.

**Section 1012. [Reserved].**

**Section 1013. Effective Date.** This Resolution shall take effect immediately upon its adoption.

**Section 1014. Repealer.** Any and resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed.

[END OF ARTICLE X]

APPROVED AND ADOPTED in public meeting, this December 3, 2019.

COLUMBUS BUILDING AUTHORITY

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

Exhibit A

## FORM OF SERIES 2019A BOND

THIS BOND AND THE INSTRUMENTS HEREINAFTER DESCRIBED ARE SUBJECT TO A PURCHASE LETTER AND MAY NOT BE SOLD, TRANSFERRED, ASSIGNED, OR OTHERWISE DISPOSED OF EXCEPT PURSUANT TO THE TERMS OF SUCH PURCHASE LETTER.

*This Bond shall not be transferred if such transfer would void the exemption contained in Securities and Exchange Commission Rule 15c2-12(d)(1)(i), from the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) or any similar rules or statutes in effect at the time of such transfer.*

No. R - 1

UNITED STATES OF AMERICA  
STATE OF GEORGIA

COLUMBUS BUILDING AUTHORITY  
LEASE REVENUE BOND, SERIES 2019A

Maturity Date: January 1, 2040  
Principal Amount: \$5,000,000  
Interest Rate: 2.07%  
Bond Date: [Date of Issuance and Delivery]  
Registered Owner: Synovus Bank

The Columbus Building Authority (the "Authority"), an instrumentality and a public corporation of the State of Georgia, created by an amendment to the Constitution of the State of Georgia, Ga. L. 1966, p. 946, as amended (the "Act"), for value received hereby promises to pay to, or cause to be paid to, the registered owner specified above or to payee's registered assigns, the principal sum specified above, solely from funds provided therefor as hereinafter set forth to the office of the Columbus Director of Finance, as Paying Agent, and Bond Registrar, in the City of Columbus, Georgia; provided, however, that during such time as this Bond is issued as a single-instrument bond, the principal of and interest on this Bond shall be paid in lawful money of the United States of America to the registered owner hereof by check or draft, mailed by first class mail (or by wire transfer to the registered owner of the Bond at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date (hereinafter defined), which wire instructions shall remain in effect until the Paying Agent is notified to the contrary) to such owner at such owner's address as it shall appear on the bond register kept by the Bond Registrar. Interest on such principal sum shall be payable at the interest rate per annum specified above, on January 1 and July 1 in each year (each an "Interest Payment Date"), beginning July 1, 2020, until this Bond is paid in full. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. In the event a default shall occur in the payment of principal or interest on any

Interest Payment Date, to the extent allowed by applicable law, such payment shall bear interest at the rate of 6.00%, until paid.

In the event of a Determination of Taxability, the Interest Rate on this Bond shall be changed to the Taxable Rate effective retroactively to the date on which such Determination of Taxability was made. Immediately upon a Determination of Taxability, the Authority agrees to pay to the Bondholder certain additional amounts, as follows:

(i) an additional amount equal to the difference between (x) the amount of interest paid on this Bond during the Taxable Period and (y) the amount of interest that would have been paid on this Bond during the Taxable Period had this Bond borne interest at the Taxable Rate; plus

(ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Internal Revenue Code of 1986, as amended) owed by the Bondholder as a result of the occurrence of a Determination of Taxability.

The Bondholder shall, upon written request of the Authority, provide reasonable evidence to the Authority supporting the calculation of the Taxable Rate by the Bondholder.

“Determination of Taxability” means as a result of the action or inaction of the Authority the occurrence of a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on this Bond is or was includable in the gross income of the Bondholder for Federal income tax purposes; provided, however, that no such decree, judgment, or action will be considered final for this purpose unless the Authority has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Bondholder, and until the conclusion of any appellate review, if sought. “Determination of Taxability” does not include and is not triggered by a change in law by Congress that causes the interest on this Bond to be includable in the gross income of the Bondholder for federal income tax purposes.

“Taxable Period” means the period which elapses from the date on which the interest on this Bond is includable in the gross income of the Bondholder as a result of a Determination of Taxability to and including the mandatory redemption date for this Bond as a result of such Determination of Taxability.

“Taxable Rate” means, upon a Determination of Taxability, a per annum interest rate of 2.76%.

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the “Record Date”); provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name the Bond is registered on a subsequent date of record established by notice given by mail by the Paying Agent to the owner of the Bond not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Bondholder shall, upon written request of the Authority, provide reasonable evidence to the Authority supporting the calculation of the Taxable Period by the Bondholder.

This Bond is the duly authorized bond designated COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A, issued in the principal amount of \$5,000,000 to provide funds needed to pay the costs, in whole or in part, of (i) acquiring approximately 7.2 acres of land and an existing building and related facilities located at 5601 Veterans Parkway, Columbus, Georgia, and the renovation and improvement such building and related facilities for use by Columbus, Georgia ("Columbus"), in the performance of its governmental, proprietary, and administrative functions (the "2019A Project"); and (ii) paying the costs of issuing this Bond. This Bond is issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 *et seq.*, the general laws of the State of Georgia, and the Act, and were duly authorized by a bond resolution adopted by the Authority on December 3, 2019 (the "Resolution").

The payment of this Bond and any bonds issued on a parity therewith and the interest thereon is secured, among other things, by a first and prior pledge of and charge or lien on the rental revenues to be paid by Columbus for the use of the 2019A Project pursuant to the terms of a Lease Contract, dated as of \_\_\_\_\_, 2019 (the "2019A Lease"), pursuant to the powers and authority therefor provided by the Constitution and laws of the State of Georgia. The 2019A Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the 2019A Lease sufficient to pay the principal of and interest due on this Bond on each interest or principal and interest payment date and to pay other expenses authorized hereby to be incurred.

This Bond is subject to scheduled mandatory redemption prior to maturity in part at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of such redemption, in the following principal amounts on January 1 in the years set forth below:

<u>Year</u>	<u>Principal Amount</u> <u>Maturing</u>
2021	205,000
2022	210,000
2023	215,000
2024	220,000
2025	220,000
2026	225,000
2027	230,000
2028	235,000
2029	240,000
2030	245,000
2031	250,000
2032	255,000
2033	260,000
2034	265,000
2035	275,000
2036	280,000

2037	285,000
2038	290,000
2039	295,000
2040	300,000

This Bond is subject to optional redemption prior to maturity in whole or in part at any time upon the giving of ten days written notice from the Authority at the discretion of Columbus to the registered owner. Any partial redemption of this Bond shall be applied against the principal outstanding in the order of maturity specified by the Authority at the direction of Columbus.

This Bond shall become and be due and payable on the optional redemption date designated in such notice. Interest on this Bond shall cease to accrue from and after the date fixed for optional redemption unless default shall be made in such prepayment. Upon payment of the entire principal balance of this Bond, the registered owner shall cease to be entitled to any lien, benefit or security under the Resolution and the registered owner shall have no rights in respect thereof.

Parity Bonds may be prepaid or redeemed in whole or in part before the maturity of this Bond, subject to the Sinking Fund requirements prescribed in the Resolution.

This Bond shall not constitute a debt or a pledge of the faith and credit of the State of Georgia or Columbus, but shall be payable solely from the rentals, revenue, earnings, and funds of the Authority relating to the 2019A Project as provided in the 2019A Lease and the Resolution, and the issuance of this Bond shall not directly, indirectly, or contingently obligate the State of Georgia or Columbus to levy or pledge any form of taxation whatever for the payment hereof. No owner of this Bond shall have the right to enforce the payment hereof against any property of the State of Georgia or Columbus, nor shall this Bond constitute a charge, lien, or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of Columbus to make the payments it has contracted to make by the provisions of the 2019A Lease shall constitute a general obligation and a pledge of the full faith and credit of Columbus, and the obligation which Columbus has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation.

In addition to this Bond, the Authority, under certain conditions as provided in the Resolution, may issue additional revenue bonds which, if issued in accordance with such provisions, will rank *pari passu* with this Bond with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof.

As provided in the Resolution, this Bond is a limited obligation of the Authority. There are pledged under the Resolution and assigned for the payment of the principal of and interest on this Bond, in accordance with the terms and provisions of the Resolution, subject only to the provisions of the Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolution, (i) the proceeds from the sale of this Bond; (ii) the

2019A Lease, including the revenues and other receipts of the Authority derived from the 2019A Lease; (iii) the funds established by the Resolution, including the investments (if any) thereof; and (iv) certain insurance proceeds and condemnation awards payable to the Sinking Fund (hereinafter defined) in accordance with the 2019A Lease. Copies of the Resolution and the 2019A Lease are on file at the offices of the Authority, the offices of Columbus, and at the office of the Paying Agent.

Reference to the Resolution and the 2019A Lease is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on this Bond, a complete description of the nature and extent of the security provided for the payment of this Bond, a statement of the rights, duties, and obligations of the Authority, and the rights of the owners of this Bond, to all the provisions of which the owner hereof, by the acceptance of this Bond, assents.

Prior to or contemporaneously with the execution of the 2019A Lease, the Authority may acquire from Columbus title to all or a portion of the 2019A Project, including easements or rights to use or possession therein, as held by Columbus, and all facilities comprising such portions of the 2019A Project shall thereupon become subject to the provisions of the 2019A Lease. Any portions of the 2019A Project acquired with proceeds of this Bond subsequent to the execution of the 2019A Lease shall immediately become subject to the provisions of the 2019A Lease, and the Authority and Columbus will take such actions as are necessary to amend the 2019A Lease to reflect the inclusion of such property under the provisions thereof.

The pledge of and the charge or lien on the revenue to be derived from the ownership and leasing of the 2019A Project to secure the payment of this Bond and the interest thereon is a first and prior pledge of and charge or lien on such revenue, and the 2019A Lease provides that the portion of such revenue paid in the form of Basic Rent, described in the Resolution, shall be deposited directly by Columbus into a special fund, designated the Columbus Building Authority Sinking Fund, 2019A (the "Sinking Fund"), in amounts sufficient to pay the principal of and interest on this Bond which are now or which may be hereafter outstanding as such principal and interest shall become due and be payable, and the Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal of and interest on this Bond.

This Bond is transferable as provided in the Resolution only upon the books of the Authority kept for that purpose at the office of the Bond Registrar by the registered owner hereof in person, or by such Owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or such Owner's duly authorized attorney, and thereupon a new registered Bond in the same principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of any charges therein prescribed. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes.

In certain events, on the conditions, in the manner, and with the effect set forth in the Resolution, the principal of this Bond then outstanding together with the interest thereon may become or may be declared to be due and payable before the stated maturities thereof.

To the extent and in the manner permitted by the Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of this Bond may be made by the Authority with the consent of the owners of at least two-thirds in principal amount of this Bond then outstanding without necessity for notation hereon or reference thereto.

This Bond shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until this Bond shall have been authenticated by execution by the Columbus Director of Finance, as Authentication Agent, by manual signature of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Columbus Building Authority has caused this Bond to be executed with the manual signature of its Chairman and has caused a its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary, as of the date of its authentication.

COLUMBUS BUILDING AUTHORITY

By: \_\_\_\_\_ (FORM)  
Chairman

(S E A L)

Attest: \_\_\_\_\_ (FORM)  
Secretary



AUTHENTICATION CERTIFICATE

This Bond is the Bond described herein.

Date of Authentication: [Date of Issuance and Delivery]

(FORM)

\_\_\_\_\_  
Finance Director of Columbus,  
as Authentication Agent

\* \* \* \* \*

STATE OF GEORGIA       )  
                                  )  
MUSCOGEE COUNTY       )

VALIDATION CERTIFICATE

The undersigned Clerk of Superior Court of Muscogee County, Georgia, hereby certifies that the within Bond was validated and confirmed by judgment of the Superior Court of Muscogee County, Georgia, on December \_\_, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the Superior Court of Muscogee County, Georgia.

(S E A L)

(FORM)

\_\_\_\_\_  
Clerk of Superior Court  
Muscogee County, Georgia

# ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

\_\_\_\_\_  
Social Security Number or  
Other Identifying Number of Assignee:

\_\_\_\_\_  
Please print or type name and address  
(including postal zip code) of Assignee:

\_\_\_\_\_  
the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints  
\_\_\_\_\_ as Agent to transfer the within bond on the  
books kept for registration thereof, with full power of substitution in the premises.

\_\_\_\_\_  
(FORM)  
Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Date: \_\_\_\_\_, 20\_\_

Signature Guaranteed:

\_\_\_\_\_  
(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

Exhibit B

FORM OF 2019A Lease

[Attached.]

SECRETARY/TREASURER’S CERTIFICATE

I, the undersigned Secretary/Treasurer of the Columbus Building Authority (the “Authority”), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Authority in public meeting assembled on December 3, 2019, the original of which resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

\_\_\_\_\_  
Secretary/Treasurer

LEASE CONTRACT

between

COLUMBUS BUILDING AUTHORITY

and

COLUMBUS, GEORGIA

Dated as of December \_\_, 2019

Relating to the issuance of

\$5,000,000

in principal amount of

COLUMBUS BUILDING AUTHORITY  
LEASE REVENUE BOND, SERIES 2019A

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STATE OF GEORGIA            )  
   )  
 MUSCOGEE COUNTY         )                                   LEASE CONTRACT

This Lease Contract (the “**Lease**”), made and entered into as of December \_\_, 2019, by and between the COLUMBUS BUILDING AUTHORITY (the “**Authority**” or the “**Lessor**”), a public body corporate and politic and an instrumentality and a public corporation of the State of Georgia, as Lessor, and COLUMBUS (“**Columbus**” or the “**Lessee**”), a political subdivision of the State of Georgia, as Lessee.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an amendment to the Constitution of the State of Georgia, I Ga. L. 1966, p. 946, as amended by II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778 (collectively, the “**Act**”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the Act, the Authority is empowered to undertake “projects” which include all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission, or agency of the Lessee in the performance of its governmental, proprietary, and administrative functions; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or with respect to the use of projects which it causes to be erected or acquired and to contract with the Lessee upon such terms as for such purposes as may be deemed advisable for a term not exceeding 30 years; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bonds for the purpose of paying all or any part of the cost of one or more projects; and

WHEREAS, the Council of Columbus has requested, by Resolution No. 387-19, adopted on November 12, 2019, that the Authority issue revenue bonds to provide funds to acquire approximately 7.2 acres of land and an existing building and related facilities located at 5601 Veterans Parkway, Columbus, Georgia, and to renovate and improve such building and related facilities for use by Columbus in the performance of its governmental, proprietary, and administrative functions (the “**2019A Project**”); and

WHEREAS, the Authority and Columbus have determined that the most feasible manner of acquiring, constructing, and equipping the 2019A Project is for the Authority to issue its lease revenue bond; and

WHEREAS, in accordance with the request of Columbus, the Authority adopted a bond resolution on November 12, 2019 (the “**2019A Resolution**”), providing for the issuance of the COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2019A (the “**Series 2019A Bond**”), in the principal amount of \$5,000,000, for the purpose of financing the 2019A Project; and

WHEREAS, the payment of the Series 2019A Bond shall be secured by, among other things, a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by Columbus for the use of the 2019A Project; and

WHEREAS, surveys, plans, and specifications for the 2019A Project, and estimated costs of the 2019A Project are on file in the offices of Columbus and, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety. Columbus and the Authority have determined that the 2019A Project are desirable for the efficient operation of certain departments, boards, offices, commissions, or agencies of Columbus in the performance of its governmental, proprietary, and administrative functions; and

WHEREAS, Columbus has conveyed or caused to be conveyed to the Authority certain property (or its rights and title thereto, including rights of use and possession), including items of equipment or other facilities which comprise portions of the 2019A Project, a more specific description of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Columbus has directly or through its intermediaries conveyed to the Authority its interests or a portion of its interests, in the 2019A Project or the property on which the 2019A Project are to be constructed and equipped; and

WHEREAS, in the event Columbus requests that any other projects for Columbus be financed by the Authority on the real property subject to this Lease described in Exhibit A such financing may be issued as additional bonds on a parity as to the pledge of and charge or lien on the basic rental revenues of the 2019A Project with the Series 2019A Bond (“**Parity Bonds**” and together with the Series 2019A Bond, the “**Bonds**”); and

WHEREAS, prior to the issuance of any Parity Bonds, the provisions of this Lease may be amended to provide for the first and prior pledge of and charge or lien on the Basic Rent to be enlarged to secure such Parity Bonds; and

WHEREAS, Columbus is authorized to levy taxes, without limitation as to rate or amount, and to expend tax moneys of the Lessee and other available funds and to obligate the Lessee to make payment thereof to the Authority of the amounts provided for in this Lease; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or Columbus, but such bonds shall be payable from the rentals, revenues, earnings, and funds of the Authority as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State or Columbus to levy or pledge any form of taxation whatever for the payment thereof; however, Columbus may obligate itself to make the payments required under any contract entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall

constitute a general obligation and pledge of the full faith and credit of Columbus but shall not constitute a debt of Columbus within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, following study and investigation, the Lessee has determined that it is in the best interest of the Lessee to enter into this Lease with the Authority for the benefit of the Lessee and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, and in order to secure payment of the Series 2019A Bond it is hereby agreed as follows:

## ARTICLE I

### DEFINITIONS; RULES OF CONSTRUCTION

**Section 1.01. Definitions.** All words and phrases defined in Section 101 of the 2019A Resolution shall have the same meanings in this Lease.

**Section 1.02. Rules of Construction.** Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” and other equivalent words refer to this Lease and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Lease; and

(d) the titles preceding each Section of this Lease are for convenience of reference only and are not intended to define, limit, or describe the scope or intent of any provisions of this Lease.

[END OF ARTICLE I]

## ARTICLE II

## REPRESENTATIONS OF THE PARTIES

**Section 2.01. Constitutional Authority for Lease.** The Constitution of the State of Georgia, Art. IX, § III, ¶ I(a), provides that:

“[A]ny county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

**Section 2.02. Creation and Powers of Authority.** The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, at 5010, provides that:

1. ... There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, ... the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

\* \* \*

3. (b) The word “project” shall mean and include ... all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

\* \* \*

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease

contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid....

\* \* \*

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued ... for the purpose of paying all or any part of the cost of any project, including ... the purpose of refunding ... any such bonds of the Authority therefore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended ... providing for the issuance of revenue bonds, and, ... as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

**Section 2.03. The 2019A Project.** For and in consideration of the Authority issuing its revenue bonds to provide funds sufficient, together with other funds available to Columbus and the Authority, to finance the costs of the 2019A Project, and in accordance with the foregoing constitutional and statutory power and authority, Columbus, as grantor, directly or through its intermediaries, contemporaneously with the issuance of the Series 2019A Bond, shall convey to the Authority, as grantee, in accordance with the provisions of the Deed, the 2019A Project or portions thereof held by Columbus.

Equipment and other facilities constituting a part of the 2019A Project which may be acquired with proceeds of the Bonds subsequent to the execution of this Lease, shall immediately become subject to the provisions hereof, and the Authority and Columbus will take such actions as are necessary to amend this Lease to reflect the inclusion of such property under the provisions hereof.

More specific descriptions of the 2019A Project are attached hereto and made a part hereof as Exhibit A.

**Section 2.04. Lease of the 2019A Project.** The Lessor hereby leases the 2019A Project to the Lessee and the Lessee hereby leases the 2019A Project from the Lessor in accordance with the provisions hereof. The facilities comprising the 2019A Project shall be acquired, constructed, and equipped substantially in accordance with the plans and specifications therefor which are on file in the offices of the Lessee, which plans and specifications have been and, by the execution of this Lease by the parties, hereby are approved by the Authority and the Lessee. The Authority and the Lessee may amend the plans and specifications to include or delete various facilities, items of property and equipment so that all such facilities actually comprising the 2019A Project will be utilized for the most efficient operation of the Lessee, in the performance of its governmental, proprietary and administrative functions.

**Section 2.05. The Bonds.** In order to pay costs of the 2019A Project, the Authority has authorized the issuance of the Series 2019A Bond, for which provision is made upon the terms set forth in the 2019A Resolution, a certified copy of the 2019A Resolution is on file in the records of the Authority and the Lessee.

**Section 2.06. Representations and Warranties of the Authority.** The Authority makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this Lease and the 2019A Resolution and to carry out its obligations hereunder and thereunder, has been duly authorized to execute and deliver this Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as an instrumentality of the State;

(b) The acquisition, construction, and equipping of the 2019A Project, the issuance and sale of the Series 2019A Bond, the execution and delivery of this Lease, and the performance of all covenants and agreements of the Authority contained in this Lease and in the 2019A Resolution and of all other acts and things required under the Constitution and laws of the State to make this Lease and the 2019A Resolution valid and binding obligations of the Authority in accordance with their respective terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse affect on the right of the Authority to execute this Lease or the ability of the Authority to comply with any of its obligations under this Lease and the 2019A Resolution.

**Section 2.07. Representations and Warranties by the Lessee.** The Lessee makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Lessee is a consolidated county-wide government and a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this

Lease, and, by proper action of its governing body, has authorized the execution and delivery of this Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Lease and the 2019A Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Lease by it except as shall have been obtained as of the date hereof;

(b) The proceeds of the Series 2019A Bond to be deposited in the Construction Fund under the 2019A Resolution, together with the investment income thereon, and together with such other funds, if any, as may be necessary to be contributed to the 2019A Project by the Lessee in accordance with this Lease, will be sufficient to pay the cost of acquiring, constructing, and equipping the 2019A Project substantially in accordance with the plans and specifications and in a manner suitable for the intended operations thereof;

(c) The Lessee does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the 2019A Project or that the 2019A Project or any portions thereof will be suitable to the Lessee's needs, and the Lessee recognizes that the Authority is not authorized to expend any funds for the 2019A Project other than rental revenue received by it therefrom or the proceeds of the Series 2019A Bond or other funds granted to it for such purposes;

(d) The authorization, execution, delivery, and performance by the Lessee of this Lease and compliance by the Lessee with the provisions thereof do not violate the laws of the State of Georgia relating to the Lessee or constitute a breach of or a default under any other law, court order, administrative regulation or legal decree, or any agreement or other instrument to which it is a party or by which it is bound;

(e) All portions of the 2019A Project which shall have been acquired by the Lessee prior to the execution and delivery of the Series 2019A Bond and for which the Lessee is to receive payment or reimbursement from bond proceeds shall have been the subject of a resolution or declaration of official intent under Treasury Regulations § 1.150-2 adopted by the Lessee not later than 60 days after the date the Lessee pays for such equipment or other facilities;

(f) There is no litigation or proceeding pending, or to the knowledge of the Lessee threatened, against the Lessee or any other entity which would have a material adverse affect on the right of the Lessee to execute this Lease or its ability to comply with any of its obligations under this Lease; and

(g) For so long as the Series 2019A Bond is outstanding or this Lease is in effect, the Lessee shall (i) electronically file annual audited financial statements of Columbus on the Municipal Securities Rulemaking Board's EMMA website (or any successor information repository) within 270 days after the end of each fiscal year, (ii) post the annual adopted budget of Columbus on the Columbus website, columbusga.org, within 120 days after the beginning of each fiscal year, and (iii) provide any other financial reports and data of the Lessee considered by the Lessee to be public records and reasonably requested by the Bondholder to evaluate the financial condition of the Lessee.

[END OF ARTICLE II]



## ARTICLE III

## ISSUANCE OF THE AUTHORITY'S BONDS

**Section 3.01. The Series 2019A Bond.** The Authority will issue its Series 2019A Bond, payable in accordance with the 2019A Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of all Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Bonds shall have the same rights, privileges, and lien by virtue hereof.

**Section 3.02. Date, Denomination, and Maturities.** The Series 2019A Bond shall be dated as of its date of issuance and delivery, and will be issued as a single-instrument bond in the name of Synovus Bank, as registered owner. The Series 2019A Bond shall bear interest at the fixed rate of 2.07% per annum, and shall mature on January 1, 2040, subject to optional redemption and scheduled mandatory redemption as provided in the 2019A Resolution and the form of the Series 2019A Bond. If an event of default shall occur in the payment of principal and interest on any Interest Payment Date such payment shall bear interest at the rate set forth in the Resolution and the Bond. In the event of a Determination of Taxability as described in the Resolution the interest rate on the bond shall be changed to the Taxable Rate set forth in the Resolution and the Bond.

**Section 3.03. Interest Payments.** Interest on the Series 2019A Bond will be paid on each Interest Payment Date, beginning July 1, 2020, in the manner stated in the Series 2019A Bond until the obligation with respect to the payment of the principal thereof shall be discharged.

**Section 3.04. Security for Bonds.** In order to secure the prompt payment of the principal of and interest on the Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Bonds all the Basic Rent to be derived from this Lease, together with other funds and proceeds described in Section 701 of the 2019A Resolution.

**Section 3.05. Tax Covenants.** In order to maintain the exclusion from federal gross income of interest on the Series 2019A Bond, the Authority and Columbus covenant to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owners of the Series 2019A Bond, the Authority and Columbus agree to comply with the provisions of a Federal Tax Certificate to be executed by an authorized officer of the Authority based upon representations made by Columbus and delivered simultaneously with the issuance and delivery of the Series 2019A Bond.

[END OF ARTICLE III]

## ARTICLE IV

## ACQUISITION OF 2019A PROJECT

**Section 4.01. Acquisition of the 2019A Project; Installation of Improvements and Extensions by Lessee.**

(a) The Authority will cause the proceeds from the sale of the Series 2019A Bond to be applied in accordance with Section 401 of the 2019A Resolution, and Columbus has conveyed or will convey the 2019A Project to the Authority in accordance with Section 2.03 hereof.

(b) The Authority authorizes the Lessee, subject to the terms and conditions set forth in this Lease, to provide for the acquisition, construction, and equipping of the 2019A Project substantially in accordance with the plans and specifications which have been approved by the parties, and, from and after the initial disbursements from the Construction Fund for which provision is made in Section 402, the Lessee, as the agent of the Authority for such purpose, will undertake and complete, on behalf of the Authority, the acquisition, construction, and equipping of the 2019A Project, and payment therefor shall be made from the Construction Fund in accordance with the provisions of Section 404 of the 2019A Resolution. The Lessee, as such agent, will make all contracts and do all things necessary for the acquisition, construction, and equipping of the 2019A Project for public use by the Lessee upon the terms and conditions set forth in this Lease. The Lessee will acquire, construct, and equip the 2019A Project with all reasonable dispatch and with due diligence to completion, delays caused by force majeure only excepted.

**Section 4.02. Construction Fund.** At and upon the delivery of and payment of the Series 2019A Bond, the Authority will apply the proceeds received from the sale thereof in the manner set forth in Section 401 of the 2019A Resolution and after the payment of the money provided for in subparagraphs (a) and (b) of Section 401 of the 2019A Resolution, the Authority will deposit the balance of the proceeds from the sale of the Series 2019A Bond in the Construction Fund.

**Section 4.03. Agency of Lessee.**

(a) The Authority, by the authorization and execution of this Lease and by the adoption of the 2019A Resolution, appoints the Lessee as its agent to contract for and complete the acquisition, construction, and equipping of the 2019A Project, including specifically the acquisition of easements, rights-of-way, or other interests in property by condemnation or through other means, and to authorize payment of the costs thereof from the Construction Fund in accordance with the provisions of the 2019A Resolution, and the Lessee, by the execution hereof, accepts such appointment and covenants that it will complete the acquisition and installation of all equipment and other facilities constituting a part of the 2019A Project with due diligence.

(b) The agency created by this Section shall be irrevocable and shall terminate only upon completion of the 2019A Project, and nothing contained in this Lease shall relieve the Lessee of its obligation to pay Basic Rent and Additional Rent pursuant to the provisions hereof.

**Section 4.04. Modifications and Changes in Plans.** There shall be made only such modifications or changes in the plans and specifications as may be directed by the Authorized Lessee Representative. The Authority will enter into or accept the assignment of such contracts as the Lessee may request in writing signed by the Authorized Lessee Representative in order to accomplish such acquisition and installation.

**Section 4.05. Powers Vested in Authorized Lessee Representative.** By the authorization and execution of this Lease, the Lessee hereby vests the Authorized Lessee Representative with the power and authority to act on behalf of the Lessee in all matters relating to this Lease and to the 2019A Project, to give all directions and make all certificates, requisitions, and requests required or authorized to be given or made hereunder, and to do all things required or authorized to be done by the Lessee hereunder.

**Section 4.06. Costs of the 2019A Project.** For the purposes of this Article, the costs of acquiring, constructing, and equipping the 2019A Project to be paid from the Construction Fund shall include the costs shown in the plans and specifications and which may, but shall not necessarily, include the purchase of various items of real and personal property, including easements, rights-of-way, or other interests in property; costs of construction and installation; costs of indemnity and fidelity bonds; premiums on insurance (if any) in connection with the 2019A Project during the acquisition, construction, and equipping of the 2019A Project; fees and expenses of engineers and architects for surveys, estimates, preparation of plans, specifications, and drawings and supervising of acquisition, construction and equipping, as well as for the performance of all other duties of such engineers and architects in relation to the 2019A Project; actual expenses of administration of acquisition, office, and legal expenses, audits, and all other costs of expenditures not herein specified incident to the acquisition, construction, and equipping of modern and efficient facilities, including the financing charges and all expenses incident to the financing of the 2019A Project; all other expenses preliminary to authorization and issuance of the Series 2019A Bond; and obligations incurred for labor and contractors, builders, suppliers, and materialmen in connection with the 2019A Project and for the placing of various facilities comprising the 2019A Project into operation.

**Section 4.07. Lessee to Provide Funds for Completion.** In the event the assets in the Construction Fund available for payment of the costs of the 2019A Project shall not be sufficient to pay the costs thereof in full, the Lessee will complete the 2019A Project and, unless Parity Bonds are issued to fund such deficiency, as provided in Section 507 of the 2019A Resolution, will pay directly or pay to the Authority for deposit into the Construction Fund the amount required for completion of the 2019A Project. The Authority does not make any warranty, either express or implied, that the funds which will be paid into the Construction Fund from the sale of the Series 2019A Bond and which, under the provisions hereof, will be available for payment of the costs of the 2019A Project will be sufficient to pay all the costs which will be incurred therefor. In the event the Lessee shall be required to pay any of the costs of completion of the 2019A Project pursuant to the provisions of this Section, the Lessee shall not be entitled to any reimbursement therefor from the Authority or the Bondowners, nor shall it be entitled to any diminution of the rents payable under the provisions of Sections 5.03 and 5.04.

**Section 4.08. Enforcement of Contracts and Surety Bonds.** In the event of default of any contractor or subcontractor under any contract made in connection with the 2019A Project or

in the event of a breach of warranty with respect to materials, equipment, workmanship, or performance in connection with the 2019A Project, the Lessee, in its own name or in the name of the Authority, may proceed, either separately or in conjunction with others, to exhaust the remedies of the parties against the manufacturer, contractor, or party so in default and against each of their sureties for the performance of such contract and may prosecute or defend any action or proceeding or take any other action involving any such manufacturer, contractor, party, or surety which the Lessee deems reasonably necessary, and in such event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceeding. Any amounts recovered by way of damages, refunds, adjustments, or otherwise in connection with the foregoing prior to the completion of the 2019A Project shall be paid into the Construction Fund and after such completion shall be used for the purchase or installation of replacement facilities or equipment or paid into the Sinking Fund.

[END OF ARTICLE IV]

## ARTICLE V

EFFECTIVE DATE AND TERM OF LEASE;  
RENTAL PROVISIONS**Section 5.01. Term of Lease.**

(a) The Authority leases to the Lessee and the Lessee leases from the Authority, for the use of the Lessee for the purposes specified herein and in the Constitution and laws of the State of Georgia, all real and personal property constituting the 2019A Project which are more particularly described on Exhibit A attached hereto and made a part hereof, in accordance with the provisions hereof, at the rental covenanted by the Lessee in this Article to be paid and in accordance with the provisions of this Lease. This Lease shall be the binding obligation of the parties from and after its execution by the last party to execute the same. The term of this Lease shall begin with the issuance and delivery by the Authority of the Series 2019A Bond and shall continue in full force and effect until all the Bonds which shall have been issued and are outstanding and the interest thereon have been paid or provision for the payment thereof shall have been made in accordance with the provisions of the 2019A Resolution, but in no event shall the term hereof exceed 30 years.

(b) The Authority covenants that it has or will acquire marketable fee simple title to the 2019A Project. All portions thereof have been or will be properly conveyed to the Authority by the Lessee.

**Section 5.02. Possession; Quiet Enjoyment; Release of Property.**

(a) The Authority has or will deliver to the Lessee sole and exclusive possession of the 2019A Project and the Lessee will accept possession of such facilities upon such delivery.

(b) The Authority has not and will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the 2019A Project during the term of this Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

**Section 5.03. Basic Rent.**

(a) At least five business days prior to each January 1 and July 1 in each year, beginning July 1, 2020, until the principal of and interest on the Series 2019A Bond shall have been paid or provision therefor shall have been made in accordance with the 2019A Resolution, the Lessee will deposit, for the account of the Authority, directly to the Sinking Fund, as Basic Rent for the 2019A Project, a sum equal to the amount necessary to provide sufficient funds for the payment of all principal and interest coming due on the Series 2019A Bond, whether by reason of maturity, scheduled mandatory redemption, or otherwise, on the following January 1 and July 1 of each year. Each payment of Basic Rent under this Section will be in such amount as will create a balance in the Sinking Fund sufficient to pay the total amount of all interest and principal payable on each January 1 and July 1 of each such year, and if at any payment date the balance in the Sinking Fund is insufficient to make the required payments of interest or of

interest and principal on such date, the Lessee shall thereupon deposit the amount of any such deficiency to the Sinking Fund.

(b) At such time as the amount held in the Sinking Fund shall be sufficient to pay, at the times required, the principal of and interest on the Bonds then outstanding and unpaid, the Lessee shall not be obligated to make any further payments of Basic Rent.

(c) All payments of Basic Rent will be applied in the manner provided in the 2019A Resolution.

**Section 5.04. Additional Rent.** The Lessee shall also pay to the persons entitled thereto as Additional Rent hereunder, until the principal of and interest on all of the Bonds shall have been fully paid or provision of the payment thereof shall have been made in accordance with the provisions of the 2019A Resolution:

(a) all utility rents, service fees, maintenance, and other charges incurred in connection with the 2019A Project or any part thereof;

(b) the fees of the Bond Registrar and Paying Agent (if any); and

(c) any and all other fees, charges, expenses, and items of any kind or nature whatever that may become due and payable by the Authority or the Lessee in any way arising out of the 2019A Resolution or the 2019A Project or out of the issuance of the Series 2019A Bond or out of this Lease.

**Section 5.05. Rent as a Continuing Obligation of the Lessee.** In the event the Lessee should fail to make any of the payments required in this Article V, the item or installment due and not paid shall be a continuing obligation of the Lessee until the amount due shall have been paid in full together with interest thereon at the highest rate borne by the Bonds.

**Section 5.06. Prepayment of Basic Rent.** The Basic Rent for which provision is made in this Article shall be subject to prepayment, in whole or in part, for the purpose of paying, at the option of the Lessee, all or part of the Outstanding Bonds in accordance with the provisions of the 2019A Resolution. The Lessee shall pay the Basic Rent in the times and in the amounts necessary to accomplish such prepayment, along with all costs which may be incurred in connection with the payment or defeasance of the Bonds.

**Section 5.07. Call of Bonds for Redemption.** No prepayment of any amount of Basic Rent in accordance with the provisions of Section 5.06 hereof shall relieve the Lessee to any extent from its obligations hereafter to make the full Basic Rent and Additional Rent payments required by the provisions hereof until all Outstanding Bonds issued under the 2019A Resolution and the interest thereon and the charges of the Bond Registrar and Paying Agent, if any, have been paid in full. Upon any prepayment of Basic Rent, as authorized by Section 506, in part, the amount of such prepayment shall be used for the purpose of paying or redeeming the Bonds. If less than all of the Bonds of any maturity are to be called for redemption, the Bonds of such maturity shall be called for redemption by lot in the manner prescribed by the Paying Agent. Upon the prepayment of such Basic Rent in whole the amount of such prepayment shall be used to pay or redeem all Outstanding Bonds in the manner provided in the 2019A Resolution.

**Section 5.08. Basic Rent Deposited to Sinking Fund.** The Basic Rent for which provision is made in Section 5.03(a) shall be deposited by the Lessee directly to the Sinking Fund for the account of the Authority. The Additional Rent for which provision is made in Section 5.04 shall be paid directly to the persons entitled thereto, or, with regard to the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent in the circumstances described in Section 509(a) and (b) of the 2019A Resolution, to the special fund described therein.

**Section 5.09. Lessee's Obligations Unconditional.** The obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of and redemption premium, if any, and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2019A Resolution, together with all fees and expenses incident thereof, the Lessee (i) will not suspend or discontinue any payments of Basic Rent or Additional Rent, (ii) will perform and observe all of its other covenants and agreements contained in this Lease, and (iii) will not terminate this Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the 2019A Resolution, failure to complete the 2019A Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, force majeure, destruction of or damage to the 2019A Project or any part thereof, frustration of purpose, the unavailability for use by the Lessee on the date hereof or on any date hereafter of the 2019A Project or of any item of equipment, machinery or other facility included therein, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease or out of the 2019A Resolution, including any failure of the Authority to acquire or to have acquired any portion of the equipment or other facilities covered or to be covered by this Lease on the date hereof or on any date hereafter. The Lessee will bear all risk of damage to, or destruction in whole or in part, of the 2019A Project or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the Lessee with any of the terms of this Lease. Nothing contained in this Section shall be construed to release the Authority from the performance of any of the agreements on its part herein contained; and if the Authority should fail to perform any such agreement, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel performance as long as such action shall not do violence to or adversely affect the agreements on the part of the Lessee contained in the preceding sentence and to make the payments specified herein.

**Section 5.10. Lessee's Remedies.** If the Authority shall fail to perform any of its agreements in this Lease, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel such performance so long as such action shall not violate the Lessee's obligations to pay Basic Rent or Additional Rent. The Lessee may at its own cost and

expense, and in its own name or in the name of the Authority, prosecute or defend any action or proceeding against third parties or take any other action which the Lessee deems reasonably necessary in order to insure the acquisition, construction, and equipping of the 2019A Project and to secure or protect its rights of possession, occupancy, and use of the 2019A Project under this Lease, in which event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceedings if the Lessee shall so request.

**Section 5.11. Tax Levy to Pay Rent.** The Lessee will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. As security for the payments required to be made and the obligations required to be performed by the Lessee hereunder, the Lessee hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The Lessee, in order to make such funds available for such purpose in each fiscal year, will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Lease, include sums sufficient to satisfy the payments required to be made under this Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the Lessee to make the payments provided for pursuant to the terms of this Lease shall constitute a general obligation of the Lessee and a pledge of the full faith and credit of the Lessee to provide the funds required to fulfill such obligation.

**Section 5.12. [Reserved].**

**Section 5.13. Prior Lien of Bonds.** The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the 2019A Project superior to the lien herein created for the payment of the Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the 2019A Project and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Bonds.

**Section 5.14. Parity Bonds.** Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the 2019A Project *pari passu* with the Series 2019A Bond for the specific purpose of completing the financing of the 2019A Project or financing further improvements or additions, real or personal, to the 2019A Project, provided all the provisions of Section 507 of the 2019A Resolution are met.

[END OF ARTICLE V]



## ARTICLE VI

REPAIRS, MAINTENANCE, OPERATION,  
AND ALTERATION OF THE 2019A PROJECT BY THE LESSEE;  
RELEASE AND REMOVAL OF THE 2019A PROJECT  
OR PORTIONS OF THE 2019A Project

**Section 6.01. Use, Operation, Maintenance, and Repair.** The Lessee will operate and use the 2019A Project only in furtherance of the lawful governmental, proprietary, and administrative purposes of the Lessee. The Lessee, at its own expense, at all times will maintain, preserve, and keep the 2019A Project and every part thereof and all property used in connection therewith in good condition, repair, and working order and will from time to time make all needed and proper repairs, replacements, additions, betterments, and improvements thereto so that the use of the operations pertaining to the 2019A Project and to every part thereof shall at all times be conducted properly.

**Section 6.02. Removal of Equipment.** Neither the Authority nor the Lessee is under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the 2019A Project. In any instance where the Lessee in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the Lessee may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the Lessee, and the Lessee may sell, trade, exchange, or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the 2019A Project.

**Section 6.03. The 2019A Project Free from Liens.** The Lessee will not permit, either in the operation, maintenance, repair, improvement, alteration or modification of the 2019A Project or any building, facility, or equipment constituting any part hereof, any lien, debt, pledge, assessment, encumbrance, or charge thereon, or on any part thereof, or upon the revenue derived therefrom, ranking equally with or superior to the charge or lien created upon , or the pledge of the Basic Rent from the 2019A Project made by the 2019A Resolution to secure the payment of the Bonds, and all lawful claims and demands for labor, materials, supplies, or other charges, assessments, or objects, which if unpaid might by law become a lien upon the 2019A Project or upon the revenue therefrom, will be promptly paid or discharged, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom unless, by nonpayment of any such item the lien created by the 2019A Resolution on the revenue from the 2019A Project will be materially endangered or the 2019A Project or the revenue therefrom will be subject to loss or forfeiture, in which event such lien, charge, or assessment shall be paid promptly. The Authority will cooperate fully with the Lessee in any such contest, and in the event the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Authority may, but shall be under no obligation to, pay

the same, and any amounts so advanced therefor by the Authority shall become an additional obligation of the Lessee, which amount, together with interest thereon at the legal rate from the date thereof, the Lessee shall repay on demand.

**Section 6.04. Alterations and Improvements to the 2019A Project.** The Lessee, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications, or improvements to the 2019A Project, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes.

**Section 6.05. Release and Removal of the 2019A Project or Portions of the 2019A Project.** Upon the request of Columbus, the Authority shall promptly convey to Columbus all of the Authority's rights, title, and interest to any of the 2019A Project or any portions of the 2019A Project, if Columbus, in its sole discretion determines that it is necessary for and desirable for any such 2019A Project or portions thereof to be conveyed to Columbus. The release and removal from this Lease of any 2019A Project or any portions of the 2019A Project and conveyance thereof to Columbus shall in no way affect or diminish the obligations of Columbus to pay Basic Rent or Additional Rent under the provisions of this Lease.

[END OF ARTICLE VI]

## ARTICLE VII

## INSURANCE AND INDEMNITY

**Section 7.01. Insurance.** During the acquisition, construction, equipping, and installation of the 2019A Project and throughout the term of this Lease, the Lessee shall carry property and casualty insurance (provided the same is available at a reasonable premium) covering the Authority and the Lessee, and the Lessee shall keep the insurable portions of the 2019A Project continuously insured in the same manner and with the same relative coverage as comparable facilities of the Lessee are insured and shall pay, as the same shall become due, all premiums with respect to such insurance.

**Section 7.02. Notice of Cancellation.** All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the Lessee to the Authority.

**Section 7.03. Deductible Amounts.** All insurance carried by the Lessee shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

- (a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado, or winds; and
- (b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the Lessee, and may be written with deductible amounts comparable to those on similar policies carried by the Lessee. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the Lessee. All insurance herein required may be contained in blanket policies now or hereafter maintained by the Lessee.

**Section 7.04. Damage or Destruction.**

- (a) If, prior to full payment of the Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the 2019A Resolution, any building or other facility constituting any portion of the 2019A Project is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the Lessee will continue to make the payments of Basic Rent and Additional Rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the Lessee in a separate trust account, whereupon the Lessee will proceed promptly to repair, rebuild, or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the substitution and addition of other property,

as may be desired by the Lessee unless the Lessee determines that such replacement or repair is not in the best interest of the Lessee. If such property is to be repaired, rebuilt, or restored, the Lessee will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement, or repair, the Lessee will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding, or restoration, or if it shall be determined that such repair, rebuilding, or restoration is not in the best interest of the Lessee, then and in that event all of such net proceeds shall be paid into the Sinking Fund and may, at the Lessee's option and to the extent practicable, be used for the payment of Bonds as provided in the 2019A Resolution or may be applied against payments of Basic Rent. If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the Lessee.

**Section 7.05. Condemnation.** In the event that title to or the temporary use of the 2019A Project or any part thereof shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the payments of Basic Rent and Additional Rent specified herein, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the Lessee in a separate trust account. All such proceeds received by the Lessee referable to taking of all or substantially all the 2019A Project, unless the Lessee by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 7.06, shall be paid into the Sinking Fund, or, if all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment of all Bonds payable from the Sinking Fund by the payment of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

**Section 7.06. Condemnation Proceeds.** All condemnation proceeds received by the Lessee referable to a taking of less than substantially all the 2019A Project or less than substantially all of any facility constituting a part thereof shall be applied by the Lessee as follows:

(a) If the Lessee, by resolution of its governing body, determines that the efficient utilization of the 2019A Project or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the Sinking Fund.

(b) If determination is not made by the governing body of the Lessee that the efficient utilization of the 2019A Project or the affected part thereof is not impaired by such taking, the

Lessee shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild, and restore or to rearrange the 2019A Project, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the Lessee shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the Lessee's purposes, which facilities shall, upon such acquisition, become a part of the 2019A Project and shall be available for use by the Lessee without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the 2019A Project and all portions thereof suitable for the use of the Lessee, or if the Lessee, by resolution of its governing body shall determine that such repair, rebuilding, replacement, or rearrangement would not be in the best interest of the Lessee, all the net condemnation award shall be deposited into the Sinking Fund, and the Lessee may apply such deposits to the payment of Basic Rent. If such property is to be repaired, replaced, or rearranged, the Lessee will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement, or rearrangement, the Lessee will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Basic Rent payable hereunder.

(c) If all Bonds payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment and defeasance of all Bonds payable from the Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess (if any) of such proceeds over the amount required for such payment shall be paid to the Lessee.

**Section 7.07. Repair by the Lessee.** If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the Lessee during such repairing, renewing, or replacing, in accordance with and subject to, and the Lessee, acting as trustee of said fund, shall disburse the money held in such special fund.

**Section 7.08. Parties to Condemnation.** In the event proceedings shall be instituted for the exercise of the power of eminent domain, the Lessee shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the Lessee as compensation for loss of its rights in the premises.

**Section 7.09. Authority Indemnified; Immunity of Members of the Authority.**

(a) During the term of this Lease, the Lessee, at its own expense, shall handle to conclusion all claims against the Authority by reason of (i) any injury to or death of any person

or damage to property occurring on or about any portion of the 2019A Project occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Lessee, and its agents or employees, in connection with the operation, management, or maintenance of any part of the 2019A Project, (ii) any use, non-use, condition of, or defect in any part of the 2019A Project, and (iii) any failure, breach, or default on the part of the Lessee in the performance of or compliance with any of the obligations of the Lessee under the terms of this Lease. Nothing herein shall be construed as waiving any rights of the Lessor or the Lessee under the doctrine of sovereign immunity.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Bonds, the adoption of the 2019A Resolution, or the performance of any act requested of the Authority by the Lessee, nevertheless, if the Authority should incur any such pecuniary liability, then at that event, the Lessee shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the Lessee shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this Lease or in the Bonds or the 2019A Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Bonds, and the 2019A Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the Lessee, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the completion of the acquisition, construction, and equipping of the 2019A Project and the termination of this Lease.

[END OF ARTICLE VII]

## ARTICLE VIII

## REMEDIES

**Section 8.01. Events of Default.** Each of the following events shall be an event of default that is to say if:

(a) Any payment of Basic Rent or Additional Rent herein contracted to be paid by the Lessee shall not be made in full as and when the same shall become due and payable.

(b) The Lessee shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the Lessee (other than as specified in (a) above) and such default shall continue for a period of 30 days after written notice has been given to the Lessee by the Authority specifying such default and requesting that it be remedied (or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion) unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if, by reason of *force majeure*, the Lessee is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payment of Basic Rent and Additional Rent, the payment of utility charges, the providing of insurance, and the indemnification of the Authority), the Lessee shall not be deemed in default during the continuance of such inability to perform. The term *force majeure*, shall mean, without limitation, acts of God; strikes, work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Lessee. The Lessee will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Lessee from carrying out such obligations, provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(c) An event of default as described in the 2019A Resolution occurs and is continuing under the 2019A Resolution.

**Section 8.02. Remedies on Default.**

(a) Whenever any event of default referred to in the preceding Section shall have occurred and be continuing:

(1) The Authority, after written notice to the Lessee, may declare all installments of Basic Rent payable for the remainder of this Lease term to be immediately due and payable whereupon the same shall become immediately due and payable, and the Lessee shall pay to the Authority an amount equal to all unpaid installments of Basic Rent for the remainder of the term hereof; provided, however, that, after such full

recovery and payment of the expenses thereof, then, upon payment of the principal of all Outstanding Bonds and accrued interest due to the date of payment, together with any other amounts due to the Bondowners by reason of any provision hereof, there shall be refunded to the Lessee an amount equal to the interest on the Outstanding Bonds which would accrue subsequent to the payment date. The right to make any such declaration of acceleration, however, is subject to the condition that if, (i) at any time after such declaration, but before the Bonds shall have matured by their terms, or have been paid as a result of such declaration of acceleration, all overdue Basic Rent, together with interest thereon and the reasonable and proper charges associated therewith and all other sums then payable by the Lessee under this Lease, except Basic Rent due and payable solely by virtue of such declaration, shall either be paid by or for the account of the Lessee or (ii) provision satisfactory to the Authority shall be made for such payment, and all defaults under this Lease, other than the payment of Basic Rent due and payable solely by reason of such declaration, shall be made good or be secured to the satisfaction of the Authority or (iii) provision deemed by the Authority to be adequate shall be made therefor, then and in the event of such declaration, the Authority may rescind and annul such declaration and its consequence unless there shall have been delivered to the Authority written direction to the contrary by the owners of a majority in principal amount of the Outstanding Bonds, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

(2) The Authority may re-enter and take possession of all or such portions of the 2019A Project as may be demanded without terminating this Lease and may operate or sublease such facilities for the account of the Lessee, holding the Lessee liable for the difference between net income or the rent and other amounts paid by such sublessee and the Basic Rent and other amounts payable by the Lessee hereunder.

(3) The Authority may terminate this Lease as to all or such portion of the 2019A Project as may be demanded and exclude the Lessee from possession of such facilities and use its best efforts to operate or lease the same to another for the account of the Lessee, provided, however, the Authority shall have no power to terminate the obligation of the Lessee to pay Basic Rent hereunder, and the Lessee will continue to pay such Basic Rent as and when the same shall become due.

(b) In the event demand is made, in accordance with the provisions of this Section, for possession of any portion of the 2019A Project, the Lessee will immediately surrender such possession, and the Authority may enter and take such possession, and the Lessee waives any and all right to recover or regain possession of such premises.

(c) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due or to enforce the specific performance and observance of all obligations, agreements, and covenants of the Lessee under this Lease, the 2019A Resolution, and the Bonds.

(d) Any funds obtained pursuant to action taken under this Section, less all costs and expenses involved in the obtaining of such funds, shall be paid into the Sinking Fund and applied in accordance with the provisions of the 2019A Resolution or, if the Bonds have been fully paid



or provision for payment thereof has been made in accordance with the provisions of the 2019A Resolution, to the Lessee.

(e) The Basic Rent and Additional Rent herein contracted to be paid by the Lessee shall remain payable until payment of the Bonds or provision for payment, in accordance with the terms of this Lease and 2019A Resolution, has been made.

**Section 8.03. Payment After Default.** No receipt of money hereunder from the Lessee after any such event of default shall operate to reinstate, continue, or extend the right of possession of the Lessee or affect in any way any notice theretofore given to the Lessee or operate as a waiver of the rights given hereby to enforce the payment of any Basic Rent or Additional Rent then due or thereafter falling due or operate as a waiver of any right to recover possession of the 2019A Project or any part thereof by proper suit, action, proceeding, or remedy and, after the service of such notice or after the commencement of any suit, action, or summary proceeding or any other remedy, or after a final order of judgment for the possession of the 2019A Project or any part thereof, the Authority may demand, receive, and collect from the Lessee all money due or thereafter falling due without in any manner affecting such notice, proceeding, suit, action, order, or judgment.

**Section 8.04. Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereinafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the owners of the Bonds who shall be entitled to the benefits of all covenants and agreements herein contained.

**Section 8.05. Attorneys' Fees and Expenses.** In the event the Lessee should default under any of the provisions of this Lease and the Authority shall employ attorneys or incur other expenses for the collection of rent or the enforcement, performance, or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

**Section 8.06. Waiver of Breach Limited.** In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this Lease.

**Section 8.07. Lessee Authorized to Cure Default of the Authority.** With regard to any default on the part of the Authority under this Lease or under the 2019A Resolution, the Authority hereby vests the Lessee with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power

to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

**Section 8.08. Failure to Enforce Agreement Not a Waiver.** The failure of the Authority to enforce any agreement, condition, covenant, or term of this Lease by reason of any default or breach by the Lessee shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

## ARTICLE IX

## TERMINATION OF LEASE

**Section 9.01. Cancellation of Lease by Payment of Bonds.** The Lessee shall have the option to cancel or terminate this Lease at any time prior to full payment of the Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the 2019A Resolution, by depositing to the Sinking Fund an amount which, when added to the amount on deposit in the Sinking Fund, will be sufficient to pay and retire all Outstanding Bonds and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the 2019A Resolution.

**Section 9.02. Conveyance of the 2019A Project to the Lessee.** Upon full payment of the Bonds or upon the making of provision for payment thereof in accordance with the provisions of the 2019A Resolution, the Authority thereupon will convey all and real and personal property held by the Authority and constituting a part of the 2019A Project to the Lessee without further consideration. In accordance with Section 514 hereof, if Parity Bonds are issued hereafter and are outstanding upon full payment of the Bonds, any of the 2019A Project which does not receive any portion of the proceeds of such Parity Bonds for completion of or improvements or additions to the 2019A Project comprising such 2019A Project may be conveyed to the Lessee upon payment in full of the Bonds. The 2019A Project or portions of the 2019A Project may be released or removed from this Lease and conveyed to the Lessee prior to payment in full of the Bonds in accordance with Section 6.05.

[END OF ARTICLE IX]

## ARTICLE X

## MISCELLANEOUS PROVISIONS

**Section 10.01. Bondowners as Third-Party Beneficiaries.** This Lease, in addition to being made for the benefit of the parties hereto, is made for the benefit of the owners from time to time of the Bonds issued in accordance with the 2019A Resolution and this Lease, and said owners shall succeed to any and all rights of the Authority in the manner provided in the 2019A Resolution. The obligation of the Lessee to make the payments under this Lease may be enforced by the Authority or the holders of the Bonds (or receivers of either), in accordance with the applicable provisions of the 2019A Resolution or applicable law. The covenants and agreements under this Lease, including specifically the obligation of the Lessee to make the payments under this Lease, shall be enforceable by specific performance.

**Section 10.02. Amendment of Lease Restricted.** Except as otherwise authorized hereby or by the 2019A Resolution, subsequent to the issuance of the Bonds and prior to their payment in full or prior to the making of provision for the payment thereof in accordance with the provisions of the 2019A Resolution, this Lease may not be amended, changed, modified, altered, or terminated except as authorized hereby or by the 2019A Resolution.

**Section 10.03. Severability.** In case any one or more of the provisions of this Lease or of the Bonds issued hereunder and under the 2019A Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Lease and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and if any provisions hereof conflict with any applicable provision of Georgia law, such law as adopted by the legislature and as interpreted by the courts of the State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

**Section 10.04. Counterparts.** This Lease Contract may be executed concurrently in two or more counterparts, each of which shall be an original, and it shall not be necessary, in making proof of this Lease Contract, to produce or account for more than one such counterpart.

**Section 10.05. Arms Length Transaction.** The Authority and Columbus each understand, acknowledge and agree that (i) the purchase and sale of the Series 2019A Bond is an arm's-length commercial transaction between the Authority and the Bondholder; (ii) in connection with such transaction, including the process leading thereto, the Bondholder is acting solely as purchaser of the Series 2019A Bond for its own account (without a present intent to reoffer), and neither the Bondholder nor any of its affiliates shall act as a fiduciary for the Authority or for Columbus or in the capacity of broker, dealer, municipal securities underwriter or municipal advisor; and (iii) the Authority and Columbus have consulted their own respective financial, legal, tax, accounting and other advisors to the extent they deemed appropriate in connection with entering into this Lease and the offering of the Series 2019A Bond.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority has caused this Lease Contract to be executed in its corporate name and has caused its corporate seal to be hereunto impressed and attested and the Lessee has caused this Lease to be executed in its corporate name and its corporate seal to be hereunto impressed and attested, all by their respective duly authorized officers as of the day and year first above written.

COLUMBUS BUILDING AUTHORITY

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

(S E A L)

Attest: \_\_\_\_\_  
Secretary/Treasurer

Signed, sealed, and delivered  
this \_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

COLUMBUS, GEORGIA

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

(S E A L)

Attest: \_\_\_\_\_  
Clerk of Council

Signed, sealed, and delivered  
this \_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

(NOTARY SEAL)

Exhibit A

**Item Attachment Documents:**

A. Comprehensive Generator Services (Annual Contract) – RFB No. 20-0010



**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Comprehensive Generator Services (Annual Contract) – RFB No. 20-0010
<b>INITIATED BY:</b>	Finance Department

It is requested that Council authorize the execution of an annual contract with Taylor Power Systems (Bessemer, AL) for comprehensive generator services in the estimated contract amount of \$184,797.00. The services will be procured on an “as needed” basis.

The Public Works Department will utilize the contract for maintenance and repair services for thirty-two (32) generators at various locations. The City reserves the right to add and delete locations as needed. In the event it becomes necessary to purchase new generators, Taylor Power Systems will provide a percentage discount to the City.

The contract period shall be for three (3) years with the option to renew for two (2) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the contracted vendor.

Bid specifications were posted on the web page of the Purchasing Division and on the Georgia Procurement Registry on August 26, 2019. A Non-Mandatory Pre-Bid Conference was held on September 17, 2019. Two bids were received on October 2, 2019. The bidders were:

<b>A. Description of Initial Contract</b>	<b>Taylor Power Systems (Bessemer, AL)</b>	<b>KOR Services, LLC (Atlanta, GA)</b>
<b>Year One<sup>1</sup></b>		
Full preventative maintenance & basic fuel analysis	45,907.00	61,850.00
6-month basic preventative maintenance & basic fuel analysis	33,764.00	48,250.00
Year 1 Total	<b>\$79,671.00</b>	\$110,100.00
<b>Year Two<sup>2</sup></b>		
Basic preventative maintenance & basic fuel analysis	18,799.00	30,000.00
6-month basic preventative maintenance & basic fuel analysis	33,764.0	48,250.00
Year 2 Total	<b>\$52,563.00</b>	\$78,250.00
<b>Year Three</b>		
Basic preventative maintenance & basic fuel analysis	18,799.00	30,000.00

6-month basic preventative maintenance & basic fuel analysis	33,764.00	48,250.00
Year 3 Total	<b>\$52,563.00</b>	\$78,250.00
<b>Total for Initial Contract Period (Years 1 – 3)</b>	<b>\$184,797.00</b>	\$266,600.00
<b>B. Service Calls (excluding scheduled inspections and preventative maintenance)</b>		
Per hour	\$99.00	\$90.00
(After 5:00 P.M., weekends, and holidays) Per hour	\$148.50 (4 hr. minimum)	\$135.00
<b>C. Travel</b> Miles to site	80	N/A
Time to site	1.2 hours	N/A
Cost per mile	\$2.00	No charge
<b>D. Do you have a local technician (Columbus, GA)</b>	No	Yes
Can you respond to a call within one hour? If no, how long?	1 – 2 hours	Less than 2 hours
<b>E. Purchase parts</b>	Cost + 20%	Cost + 10%
<b>F. Percentage discount for new generators</b>	40%	10%

<sup>1</sup>If renewed, the costs for Year 4 (1<sup>st</sup> renewal period) will correspond with the prices for Year 1.

<sup>2</sup>If renewed, the costs for Year 5 (2<sup>nd</sup> renewal period) will correspond with the prices for Year 2.

Funds will be budgeted each fiscal year for this ongoing expense: General Fund – Public Works – Facilities Maintenance – Service Contracts; 0101-260-2700-MNTN-6513.

**A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH TAYLOR POWER SYSTEMS (BESSEMER, AL) FOR COMPREHENSIVE GENERATOR SERVICES IN THE ESTIMATED CONTRACT AMOUNT OF \$184,797.00. THE SERVICES WILL BE PROCURED ON AN “AS NEEDED” BASIS.**

**WHEREAS**, the Public Works Department will utilize the contract for maintenance and repair services for thirty-two (32) generators at various locations. The City reserves the right to add and delete locations as needed. In the event it becomes necessary to purchase new generators, Taylor Power Systems will provide a percentage discount to the City; and,

**WHEREAS**, the contract period shall be for three (3) years with the option to renew for two (2) additional twelve-month periods. Contract renewal is contingent upon the mutual agreement of the City and the contracted vendor.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to execute an annual contract with Taylor Power Systems (Bessemer, AL) for comprehensive generator services in the estimated contract amount of \$184,797.00. The services will be procured on an “as needed” basis. Funds will be budgeted each fiscal year for this ongoing expense: General Fund – Public Works – Facilities Maintenance – Service Contracts; 0101-260-2700-MNTN-6513.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Thompson voting	_____.
Councilor Woodson voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
B.H. “Skip” Henderson III, Mayor

**Item Attachment Documents:**

B. Purchase of Bomb Suit with Helmet and Accessories

**Columbus Consolidated Government  
Council Meeting Agenda Item**

<b>TO:</b>	Mayor and Councilors
<b>AGENDA SUBJECT:</b>	Purchase of Bomb Suit with Helmet and Accessories
<b>INITIATED BY:</b>	Finance Department

It is requested that Council approve the purchase of one (1) EOD 10 Bomb suit with helmet and accessories from MED-ENG, LLC (Ogdensburg, NY) in the amount of \$32,173.00.

The bomb suit will be worn by bomb technicians of the Office of Homeland Security. The EOD 10 Bomb Suit is a full body suit of armor, with a helmet that protects a bomb technician from blast and fragmentation should a detonation occur while performing duties on a suspicious package or any type of explosive related threat.

Just as traditional body armor, worn by patrol officers, has an expiration date, the bomb suit is made of mostly Kevlar which degrades over time and has an expiration date. The bomb squad currently does not own a single bomb suit that is within specifications and has not expired. Therefore, it is imperative that the suit is ordered as quickly as possible.

Per Resolution #362-05 and Resolution #391-09, the City purchased bomb suits from MED-ENG Systems. The new bomb suit will be compatible with the current equipment because the helmets and breathing apparatus visors are interchangeable. Therefore, MED-ENG is considered the only known source for this purchase.

Funds are budgeted in the FY20 Budget: Multi-Government Project Fund – Fire & EMS – FY18 GEMA-DHS Grant – Capital Expenditures Over \$5,000; 0216 – 410 – 3941 – GEDH – 7761.

**A RESOLUTION**

NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) EOD 10 BOMB SUIT WITH HELMET AND ACCESSORIES FROM MED-ENG, LLC (OGDENSBURG, NY) IN THE AMOUNT OF \$32,173.00.**

**WHEREAS**, the bomb suit will be worn by bomb technicians of the Office of Homeland Security. The EOD 10 Bomb Suit is a full body suit of armor, with a helmet, that protects a bomb technician from blast and fragmentation should a detonation occur while performing duties on a suspicious package or any type of explosive related threat; and,

**WHEREAS**, just as traditional body armor, worn by patrol officers, has an expiration date, the bomb suit is made of mostly Kevlar which degrades over time and has an expiration date. The bomb squad currently does not own a single bomb suit that is within specifications and has not expired. Therefore, it is imperative that the suit is ordered as quickly as possible; and,

**WHEREAS**, per Resolution #362-05 and Resolution #391-09, the City purchased bomb suits from MED-ENG Systems. The new bomb suit will be compatible with the current equipment because the helmets and breathing apparatus visors are interchangeable. Therefore, MED-ENG is considered the only known source for this purchase.

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES AS FOLLOWS:**

That the City Manager is hereby authorized to purchase one (1) EOD 10 Bomb suit with helmet and accessories from MED-ENG, LLC (Ogdensburg, NY) in the amount of \$32,173.00. Funds are budgeted in the FY20 Budget: Multi-Government Project Fund – Fire & EMS – FY18 GEMA-DHS Grant – Capital Expenditures Over \$5,000; 0216 – 410 – 3941 – GEDH – 7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

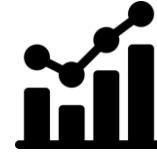
Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor House voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Thompson voting	_____.
Councilor Woodson voting	_____.

\_\_\_\_\_  
Sandra T. Davis, Clerk of Council

\_\_\_\_\_  
D.H. "Skip" Henderson III, Mayor

**Item Attachment Documents:**

- A. Vibrant & Connected Metrics Tool - Betsy Covington, President & CEO of Community Foundation of the Chattahoochee Valley, Inc.



# Vibrant and Connected Dashboard

December 3rd, 2019



# THE PROCESS

Item #A.



## Public Survey



**14**

Questions



**512**

Complete  
Responses



**83%**

Gave Location  
Data

## Community Meetings



**3**

Meetings



**~100**

Participants



**8**

Interactive  
Activities

# THE FRAMEWORK

Item #A.





# Activities, Events, & Culture

**The dashboard reports these by showing:**

- Event locations/frequency
- People counts and visitor surveys at events and activities
  - establishing a baseline based on what data's available now + more going forward
- Mapping public cultural infrastructure (trails, public art, event locations, etc.) along with demographics and physical barriers.



# Mobility and Transportation

**The dashboard reports these by showing:**

- We hope to map routes, but ridership data, etc. is challenging.
- Geographic data on live-work flows, school-home commutes, and key commercial/recreational destinations
- GDOT Traffic Counts
- For now, sidewalk and trail locations; looking forward, sidewalk/trail audits, starting in key areas.



# Neighborhood Amenities

**The dashboard reports these by showing:**

- Businesses Licenses + Parcels
- Change in businesses/employment in recent years by block
- Parcels, assessment, permits, and sales
- Local surveys on commercial activity and wants



# Safety and Health

**The dashboard reports these by showing:**

- Local Crime Data
- Web-scraped crime activity in Columbus versus elsewhere
- Accident data from GDOT
- Self-reported health data and area-specific health outcomes (CDC BRFSS, USALEEP, etc.)—sourced in partnership with health dashboard



Item #A.

Find the Interactive Dashboard at:

[www.vibrantandconnectedcolumbus.com](http://www.vibrantandconnectedcolumbus.com)

**Item Attachment Documents:**

B. Blight Index Pilot Program - John Hudgison, Inspections & Codes Director





# Mapping Vacant Properties

JOHN HUDGISON  
CHARLOTTE DAVIS  
DERRINGER KURIATNYK  
KEVIN FABERY

# Blight Index Pilot Project

- Framed study based on one from the City of Mobile, AL
- Collaborative Effort with CSU for GIS interns
- Configured application using ArcGIS collector app
- Project was to collect data on vacant properties in Midtown

The screenshot shows the ArcGIS Collector app interface. At the top, there are three buttons: 'Cancel', 'Collect', and 'Submit'. Below these, a 'Point layer' is selected, showing coordinates 32.464490°N 84.986590°W. There are two buttons: 'Take Photo' and 'Attach'. Below these are several form fields, each with a right-pointing arrow: 'Vacant Lot \*', 'Vacant Structure \*', 'Unsecured \*', 'Boarded Up \*', 'Broken Windows \*', 'Utilities Disconnected \*', and 'Water Damage \*'.

# Midtown

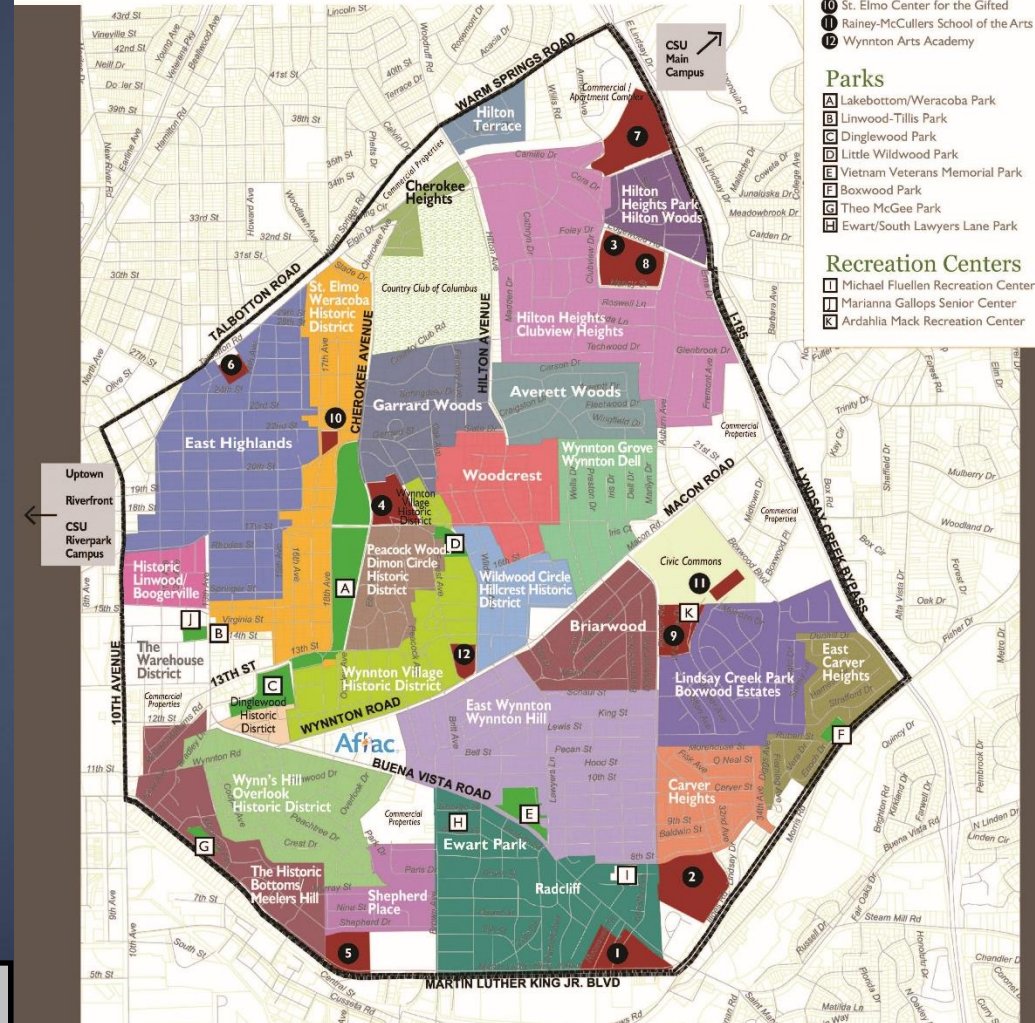
- Large area with established neighborhoods
- Is apart of 5 different City Council districts
- The area is home to various social & economic backgrounds

- Page 322 -



## MidTown Neighborhoods, Parks & Schools

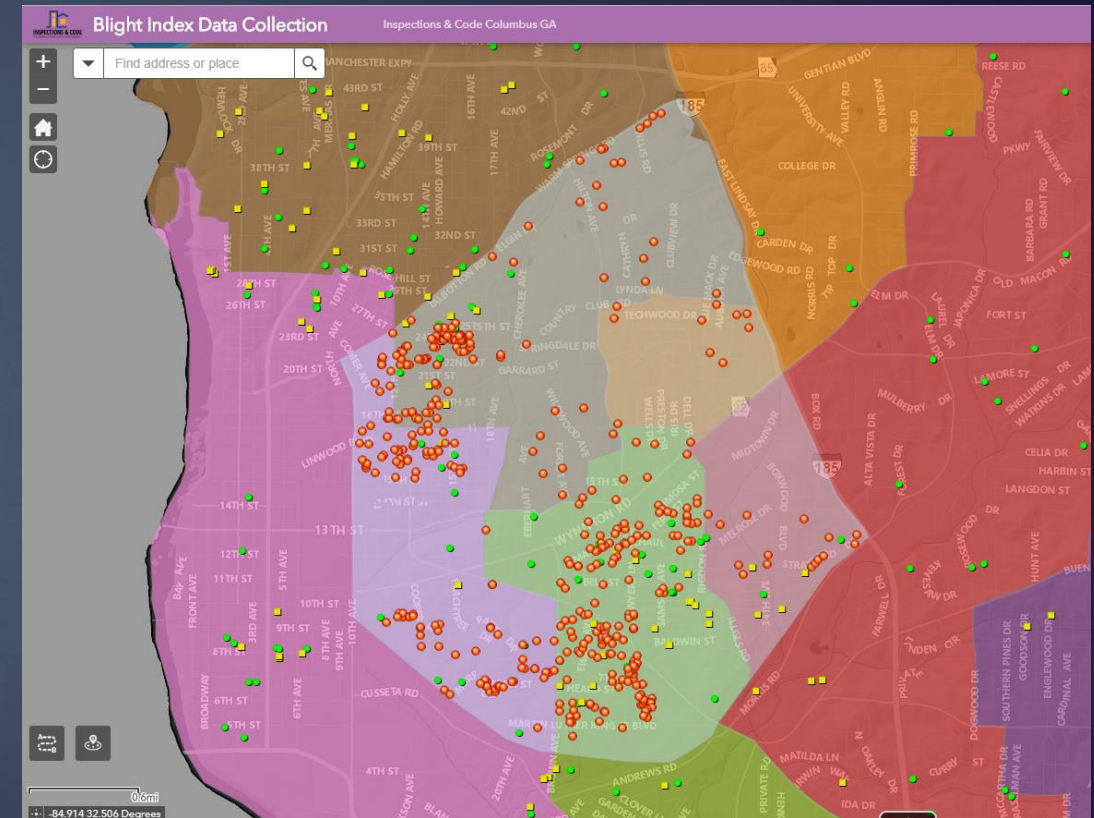
TOTAL AREA - 6 SQUARE MILES





# Going Out in the Field

- <https://ccg.maps.arcgis.com/apps/webappviewer/index.html?id=53e787039ce9424f852f510864cbbff6>

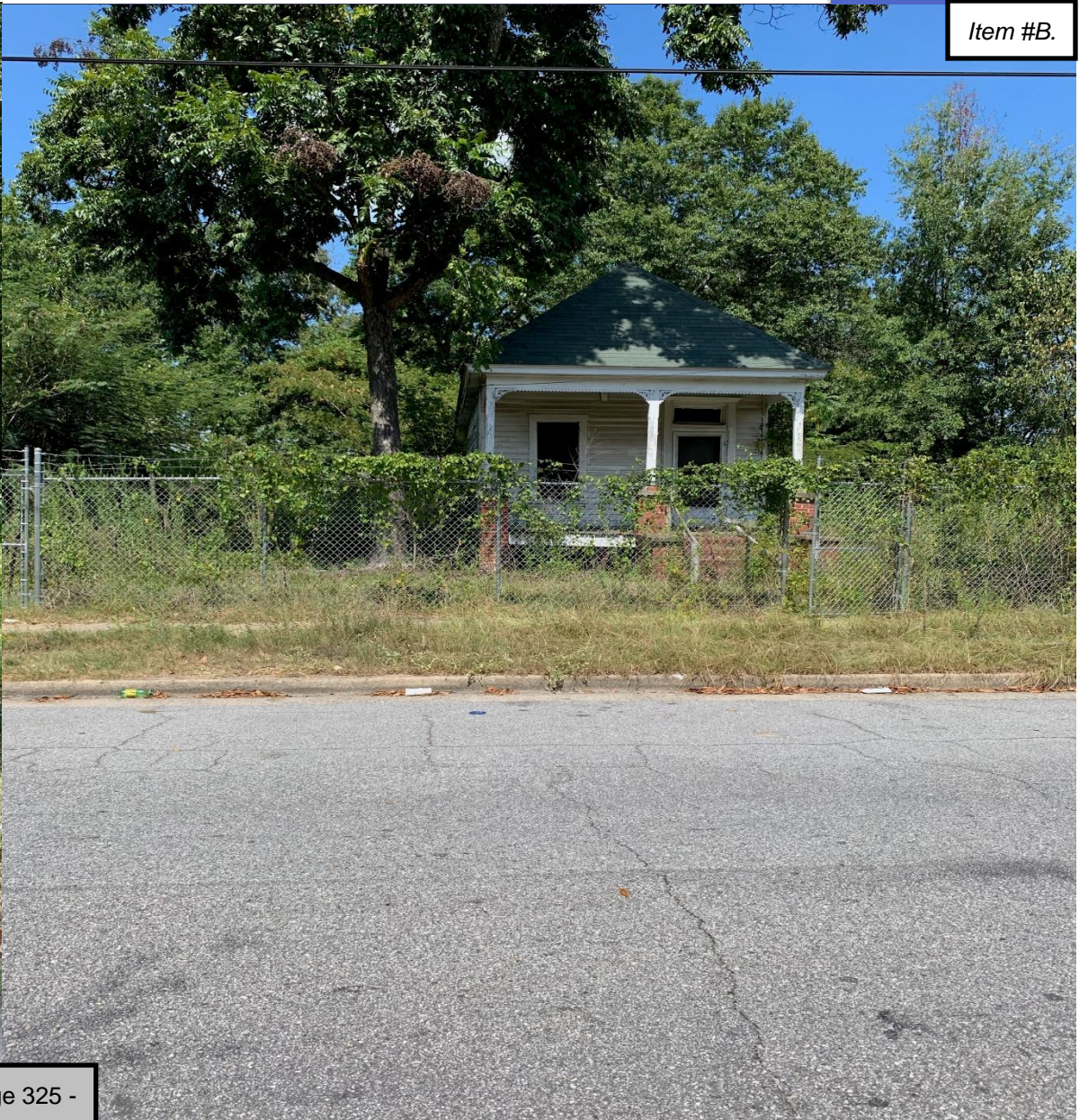






Item #B.

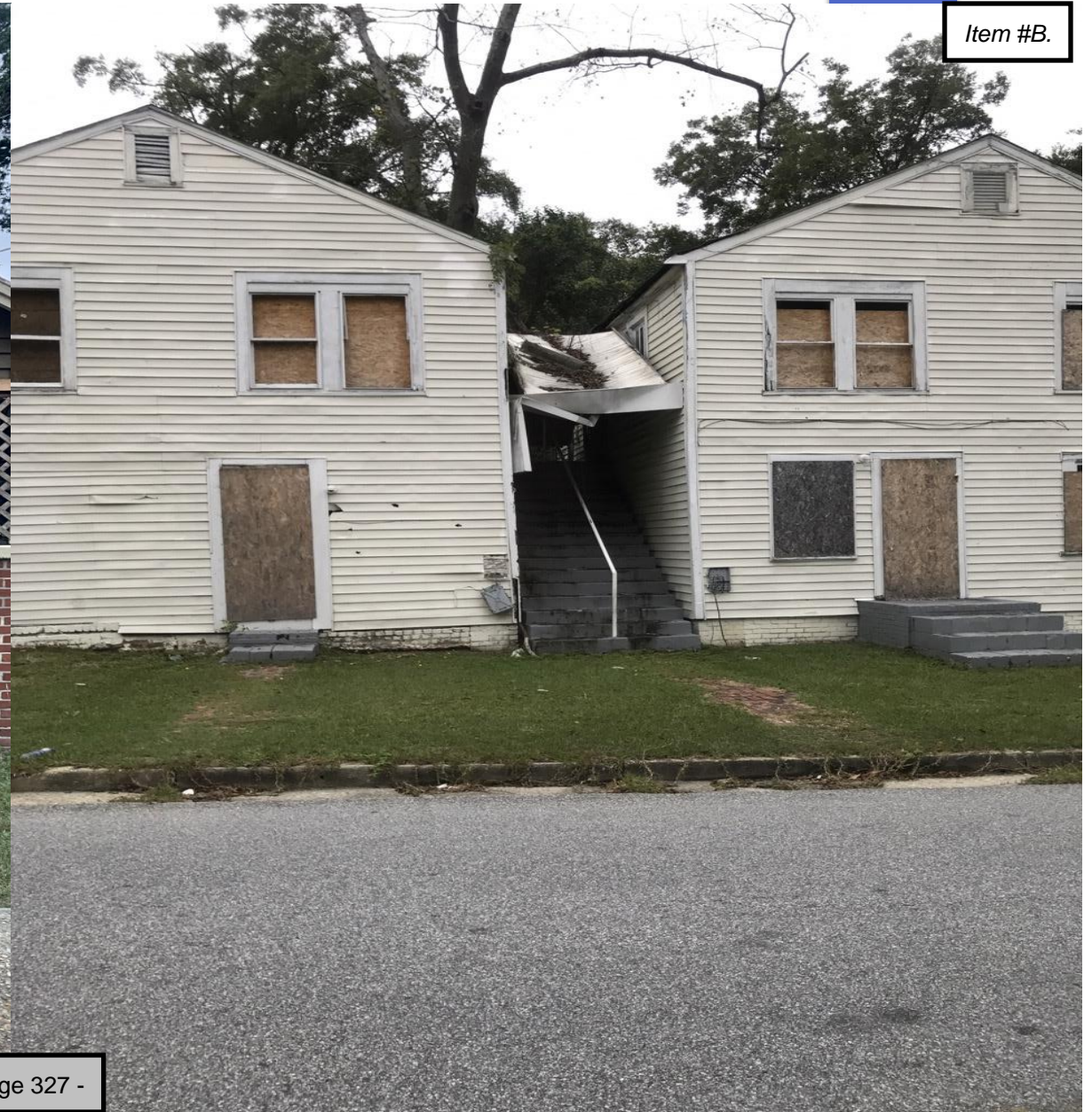










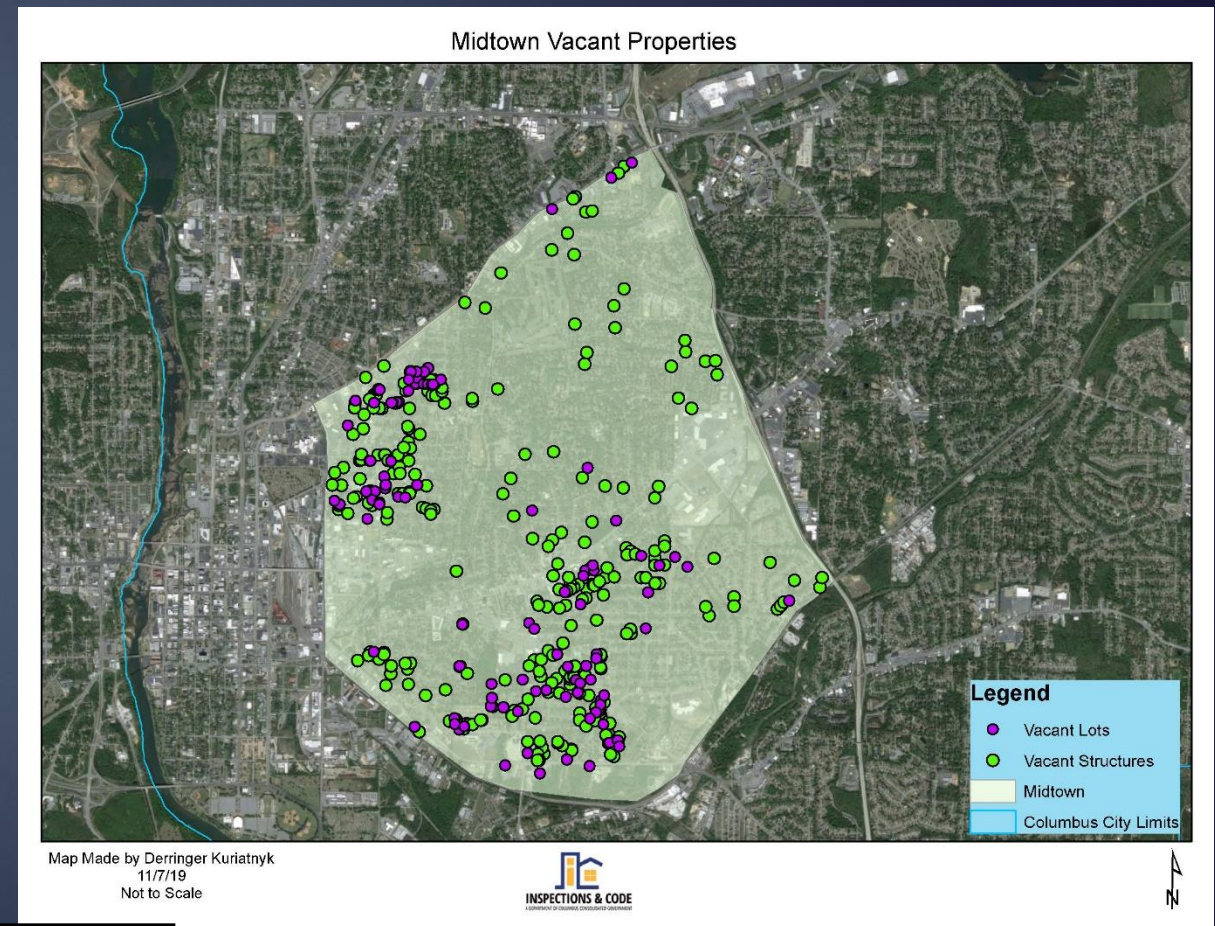


Item #B.



# What we discovered

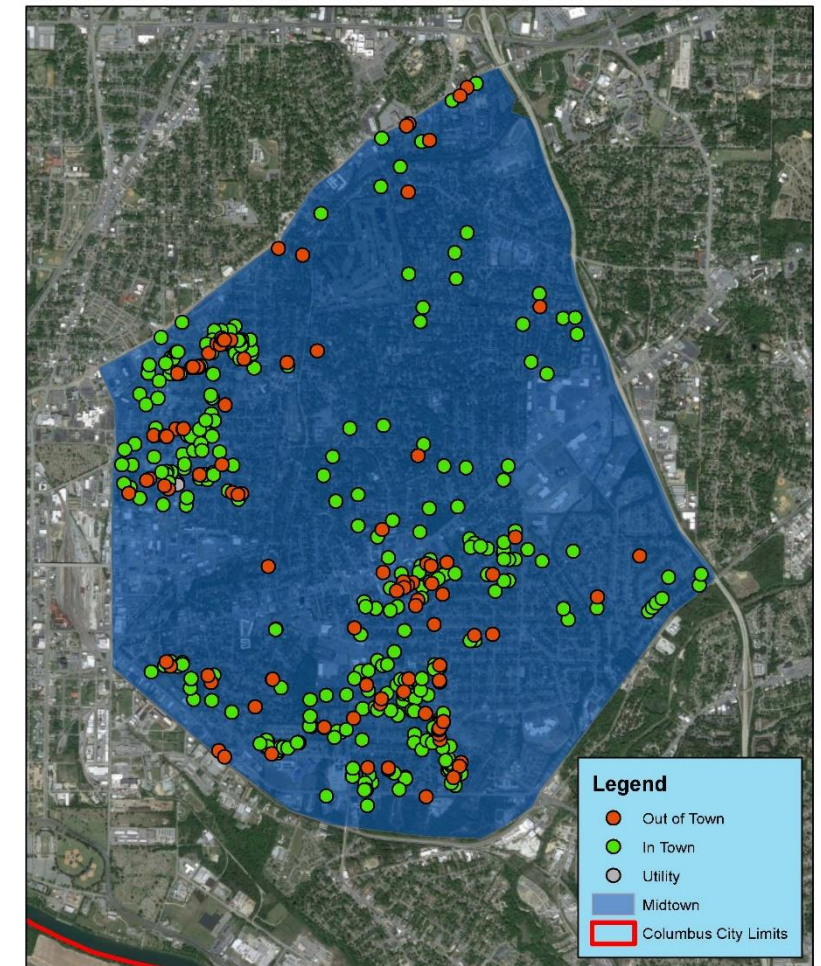
- 292 Vacant Structures
- 103 Vacant Lots



# What we discovered

- 292 are owned by In-Town Owners  
(i.e., Columbus, Midland, Fort Benning, Upatoi, & Fortson)
- 101 are owned by Out-of-Town Owners
- 2 are Utility Company-Owned

Midtown Data Collection: In Town and Out of Town Owners



Map Made By Kevin Fabery  
11 08 2019  
Not to Scale







Questions?

**Item Attachment Documents:**

D. Government Center Public Meetings Update - Pam Hodge, Deputy City Manager

# Government Center / Capital Projects Public Meetings Update

December 3, 2019

# TIMELINE FOR 2020 SPLOST (General Election)

2

Item #D.



# Capital Projects Public Meetings

## 6:00 p.m. – 7:30 p.m.

3

Item #D.

- ▶ 10/24/2019 – CSC Council Chambers (District 1)
- ▶ 10/28/2019 – South Columbus United Methodist Church (District 3)
- ▶ 10/29/2019 – Comer Gym (District 8)
- ▶ 11/4/2019 – Northside Rec Center (District 2)
- ▶ 11/7/2019 – Shirley B. Winston Rec Center (District 4)
- ▶ 11/18/2019 – Salvation Army Worship Center (District 6)
- ▶ 11/19/2019 – CCG Annex (District 7)
- ▶ 11/21/2019 – Faith Worship Center (District 5)

# Government Center Planning Process - Procurement Timeline

4

Item #D.



- Page 335 -





# IMMEDIATE NEXT STEPS...

5

Item #D.

- ▶ Launch Capital Projects Input Survey on-line for citizen input
  - ▶ 31 surveys received from the Public Meetings
- ▶ Consultant to conduct sessions with Government Center personnel related to the Space Needs Assessment

# Questions?

**Item Attachment Documents:**

**December 4, 2019**

**3. Oil & Lubricants for Metra (Annual Contract) – RFB No. 20-0026**

Scope of Bid

Provide various types of oil & lubricants on an “as needed” basis to the Columbus Consolidated Government (the City) to be utilized by METRA Transit System. The contract term will be for three years.

**4. Alternators & Starters (Annual Contract) (Re-Bid) – RFB No. 20-0025**

Scope of Bid

Provide alternators and starters to METRA Transit System on an “as needed” basis. The contract term will be for three years.

**December 6, 2019**

**3. Program Management Services for the Columbus Government Center Complex – RFP No. 20-0009**

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals to provide program management services for the Columbus Government Center Complex project.

**4. Cleaning Services for Architectural Facades and Monuments at Ft Benning Gateway – RFP No. 20-0010**

Scope of RFP

Columbus Consolidated Government is seeking a qualified Contractor to clean two architectural facades and monuments at the Ft Benning Gateway (I 185/Ft Benning & Columbus), to include a traffic control plan that meets GDOT requirements.

**December 11, 2019**

**3. Roofing Services at Riverdale-Porterdale Cemetery Building – RFB No. 20-0030**

Scope of Bid

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.

**4. Roofing Services at Britt David Pottery Studio – RFB No. 20-0032**

Scope of Bid

**Columbus Consolidated Government  
Bid Advertisement - Agenda Item**

**December 4, 2019**

**1. Oil & Lubricants for Metra (Annual Contract) – RFB No. 20-0026**

Scope of Bid

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**2. Alternators & Starters (Annual Contract) (Re-Bid) – RFB No. 20-0025**

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**December 11, 2019**

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Scope of Bid

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.

**2. Roofing Services at Britt David Pottery Studio – RFB No. 20-0032**

Scope of Bid

Provide all labor, equipment and materials to remove the existing roof and replace with new asphalt shingle system. Requests for substation will be accepted until 1:00 P.M. on Monday, December 2, 2019.

**December 18, 2019**

**1. Grab-All Debris Loader – RFB No. 20-0031**

Scope of Bid

Provide one (1) grab-all debris loader to be used by the staff of the Forestry Department to pick up large trees while cleaning up storm debris.

**December 20, 2019**

**1. Board Management Software – RFP No. 20-0008**

Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide a Board Management Software Program for use by the Columbus Clerk of Council's Office.



**Item Attachment Documents:**

- 1. RESOLUTION:** A Resolution excusing Councilor Jerry "Pops" Barnes from November 12, 2019 Council Meeting.

# RESOLUTION

NO. \_\_\_\_\_

A Resolution excusing Councilors absence.

-----

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Jerry “Pops” Barnes is hereby excused from attendance of the Council Meeting of November 12, 2019 for the following reasons:

Personal Business:

-----

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 3rd day of December, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Thompson	voting _____
Councilor Woodson	voting _____

\_\_\_\_\_  
Sandra T. Davis  
Clerk of Council

\_\_\_\_\_  
B. H. “Skip” Henderson, III  
Mayor



**Item Attachment Documents:**

- 2. RESOLUTION:** A Resolution excusing Councilor Bruce Huff from the November 12, 2019 Council Meeting.

# RESOLUTION

NO. \_\_\_\_\_

A Resolution excusing Councilors absence.

-----

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Bruce Huff is hereby excused from attendance of the Council Meeting of November 12, 2019 for the following reasons:

Professional Business:

-----

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 3rd day of December, 2019 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor House	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Thompson	voting _____
Councilor Woodson	voting _____

\_\_\_\_\_  
Sandra T. Davis  
Clerk of Council

\_\_\_\_\_  
B. H. "Skip" Henderson, III  
Mayor

**Item Attachment Documents:**

- 3. PERSONNEL REVIEW BOARD:** Email correspondence from Mr. Charles Harp, resigning from his position on the Personnel Review Board.

**From:** Charles Harp <[CHarp@gildan.com](mailto:CHarp@gildan.com)>  
**Sent:** Friday, November 8, 2019 2:14 PM  
**To:** Reather Hollowell <[rhollowell@columbusga.org](mailto:rhollowell@columbusga.org)>  
**Subject:** [EXTERNAL] FW: PRB 2020 Hearing Schedule

Reather,

I have recently moved to Phenix City. As a non-resident of Columbus I do not feel it is appropriate for me to continue to serve on the Columbus Personnel Review Board.

Please accept this email as my resignation.

Thank you for the privilege to serve!

*Charles Harp*

**Item Attachment Documents:**

- 4. RECREATION ADVISORY BOARD:** Email correspondence from Ms. Lauren Vance, requesting the seats of Ms. Latshia Stephens-Archibald (*District 3*) and Mr. Shawn Souvenir (*District 10, At-Large*) be declared vacant on the Recreation Advisory Board due to lack of attendance.

Sandra/Lindsey:

Please find the attached minutes from May's Recreation Advisory Board meeting. We have not had a quorum at the past meetings, so these are very late in getting approved.

Also, yesterday the board voted to remove Latshia Stephens-Archibald (District 3) and Shawn Souvenir (District 10); both for missing three consecutive meetings. We have a council nomination for District 10 that will be going to Council very soon. We are missing representation for Districts 3 and 6.

Thank you!

Lauren Vance, Finance Manager

Columbus Parks & Recreation

3111 Citizens Way | Columbus, GA 31906

T 706-225-4651 | F 706-225-4514

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**Item Attachment Documents:**

**5. Minutes of the following boards:**

Airport Commission, October 23, 2019.

Board of Tax Assessors, #40-19.

Board of Water Commissioners, October 21, 2019.

Board of Zoning Appeals, October 02, 2019.

Columbus Board of Health, August 28, 2019.

Columbus Iron Works Convention & Trade Center Authority, September 24, 2019.

Recreation Advisory Board, May 29, 2019.

**MINUTES AT THE REGULAR MEETING OF THE COLUMBUS AIRPORT  
COMMISSION HELD AT THE COLUMBUS AIRPORT  
WEDNESDAY, OCTOBER 23, 2019 AT 9:30 AM**

The following Commission members were present for the entire meeting.

<u>NAME</u>	<u>EXPIRES</u>
Ms. Tana McHale, Vice Chairwoman	December 31, 2021
Mr. Thomas G. O. Forsberg, Treasurer	December 31, 2020
Mr. James Barker	December 31, 2023

The following Commission members were absent:

Mr. Carl Rhodes, Jr., Chairman	December 31, 2019
Mr. Donald D. Cook, Secretary	December 31, 2022

Staff members present:

Amber Clark, C.M., Airport Director  
W. Donald Morgan, Jr., Legal Counsel  
Sonya Overton, Marketing Manager  
Michele Renfroe, Flightways Columbus Manager  
Garry Parker, Maintenance Manager  
Andre' Parker, Public Safety Chief  
Monica Stone, Human Resources Manager  
Roy Hightower, Finance Director  
Adrian Sellers, Public Safety  
Lillian Pevitt, Public Safety  
Daniel M. Thomas, Sr., Airfield Operations Supervisor

Others present:

Brian Thompson, RS&H; Phil Cannon, WK Dickson; Paul Holt, Holt Consulting; Sonya Ceballos; Robert Boehnlein, Columbus Aero Service; Salina Dills, Greg Russell, Pezold Air Charters, LLC; Gary Kunday, Marty Flournoy

**BUSINESS OF THE MEETING**

Ms. Tana McHale welcomed everyone to the October 23, 2019 Commission Meeting, prior to calling the meeting to order in the absence of Mr. Carl Rhodes, Jr.



Motion by Mr. Thomas Forsberg to approve the minutes for the September 30, 2019 Columbus Airport Meeting; seconded by Mr. James Barker and unanimously approved by the Commission. Ayes: 3 / No: 0

### **CONSIDER APPROVAL OF AFLAC'S SUPPLEMENTAL PARKING LOT PLANS**

Ms. Clark reported in April, Aflac proposed a concept to add supplementary parking spaces to their existing parking lot. The Commission approved the request and agreed to update the lease accordingly. I have received the final plans for the construction of these additional parking spots.

As stated in Aflac's lease, at least two copies of the plans shall be provided to the Commission for approval 30 days before proposed construction. Staff has reviewed the plans and we see no issues with safety, security, and/or operations of the area during construction. We have provided the plans for the Commission's final review.

I recommend to approve the plans as presented and allow Aflac to proceed with their construction of the supplemental parking spaces.

Motion by Mr. Barker to approve Aflac's Supplemental Parking Lot Plans; seconded by Mr. Forsberg and unanimously approved by the Commission. Ayes: 3 / No: 0

### **CONSIDER APPROVAL TO APPLY FOR DASSP PROGRAM AT CSG**

Ms. Michele Renfro stated that they were introduced to the DASSAP Program through research and feel that our airport has a market for this program. The program would allow the FBO to become a TSA gateway airport facility for any/all aircraft that needed a pre-security screening with TSA to fly into Ronald Reagan Washington International Airport. This program would allow aircraft to pre-schedule a flight time/day directly with TSA who would come over to the FBO and pre-screen passengers, aircraft and luggage. Aircraft operator must comply with the measures of the Ronald Reagan Washington National Airport (DCA) Access Standard Security **Program (DASSP)** to receive authorization to conduct flights into and out of DCA.

The FBO would need a small location for TSA to set up and screen within the existing building. If our application is approved, we would be the 2<sup>nd</sup> location in the state of Georgia to be an approved gateway location. TSA/FAA is more likely to approve our location since we are a commercial airport and have a TSA check point facility.

Participating in this program would drive new traffic to our location from surrounding states. I have been speaking with Pablo Espitia at Signature Flight Support at Ronald Reagan-Washington Airport to get information and he advised me that there at least 6 Corporate flight departments that are looking for a gateway facility to be able to go directly into the DCA Airport that is close to our surrounding area in Alabama, Florida and Georgia. I think this would be a positive way to increase our transient traffic and this would allow us to charge a facility fee as well as any standard ramp fees and fuel uplifts that are already in the daily process.

She recommended approval to start the application process.

Motion by Mr. Barker to approve to apply for DASSP Program at the Columbus Airport (CSG); seconded by Mr. Forsberg and unanimously approved by the Commission. Ayes: 3 / No: 0

Ms. McHale inquired if aircraft can fly here to be screened?

Ms. Renfroe stated yes.

Ms. Hale asked how many do we have and do we have adequate staff in place?

Ms. Renfroe said ground services will handle all the scheduling with TSA to take place in a marked room.

Ms. Clark reported she had held a meeting with TSA to look at the process.

Ms. McHale stated so this will be no impact on our personnel right?

Ms. Renfroe stated yes that is right.

Mr. Forsberg asked is this the program that Savannah is using at their airport, how close or far are the next facilities in Alabama?

Ms. Renfroe said she did not have that information.

Mr. Barker stated he thinks it is Birmingham.

### **DIRECTORS REPORT**

Ms. Clark stated there would not be a Finance Report this month due to the financials not being ready, as the Finance staff is currently in training, the reports will be provided in November. Ms. Clark called on Ms. Renfroe for Flightways Columbus updates.

### **FLIGHTWAYS COLUMBUS**

Ms. Michele Renfroe provided the following update.

- **Volume Report:**

We pumped a little over 62,000 gallons of fuel this September. Our total volume increased by 19%, year over year. We had a significant increase in Avgas this year compared to last year. The volume increase was a combination of having 49 aircraft from Aviator College at our facility during the hurricane as well as a significant increase in self-serve and flight training with Airventure and River City Aero Club. We had a slight decrease in Jet fuel sales due to several of our home base Jet Aircrafts being in maintenance over this last month. The Airlines had a 5,000-gallon increase year over year.

- **Self-Serve:**

We are at the quarter mark for the self-serve pump pricing decrease. Over this quarter we have seen increased activity for home base as well as transient aircraft. The fuel gallon increase year over year is 3%. Tracking fuel volume by customers show that transient uplift was 326 gallons compared to last year's sales of 195 gallons and home base uplifts were 458 of the total 784 gallons pump this month.

Mr. Forsberg stated that we know the Tenants wanted to drop the self-serve price for 6 months. He asked Ms. Renfroe if she feels good on how we are doing the first quarter this far?

Ms. Renfroe indicated she feels good on the numbers with gallons sold the first quarter.

Mr. Forsberg asked Ms. Renfroe's opinion with studying and reviewing the services for the next three months.

Ms. Renfroe agreed and said she will be glad to provide the results after the next quarter.

Mr. Forsberg thanked Ms. Renfroe.

### Comparative Airport List:

October 15th, 2019					
<b>Airport ID</b>	<b>Name</b>	<b>FBO</b>	<b>Jet A +</b>	<b>100LL FS</b>	<b>100LL SS</b>
FFC	Atlanta Regional Airport	Falcon Field	\$4.82	\$4.92	-
VPC	Cartersville Airport	Phoenix Air	\$4.50	\$5.75	-
DHN	Dothan Regional Airport	Aero-One Aviation	\$5.35	\$5.45	-
MDQ	Huntsville Executive	Executive Flight Center	\$4.81	\$5.28	-
HSV	Huntsville International	Signature	\$6.08	\$6.00	-
GVL	Lee Gilmer Memorial	Lanier/Champion	\$5.15	\$5.85	\$4.99
CHA	Lovell Field Airport	Wilson Air Center	\$6.15	\$6.01	\$5.07
MCN	Middle Georgia Regional	Lowe Aviation	\$4.58	\$5.19	\$5.04
ECP	NW Florida Beaches Intl	Sheltair	\$5.86	\$6.40	-
<b>CSG</b>	<b>Columbus Airport</b>	<b>Flightways Columbus</b>	<b>\$5.29</b>	<b>\$5.59</b>	<b>\$4.35</b>
		<b>Average</b>	<b>\$5.26</b>	<b>\$5.65</b>	<b>\$5.03</b>

CSG Hangar Waiting List Upated 11/14/19			
CSG Tenant Priority Move			
CSG Tenants Hangar to Hangar Requested			
Richard Knapp	10/27/2016	Single	Velocity
Roland Aut	10/14/2017	Twin	Stearman
Skip Williams	4/15/2019	Single	182
Chris Badcock	7/14/2019	Single	Cherokee
Greg Auten	7/29/2019	Single	Bonanza
Single Hangar Requested			
Steve Culpepper	2/27/2019	Single	Cherokee 180
Hiram Figueroa-Cruz	5/20/2019	Single	Cherokee 150
2LT Samuel Evans	8/20/2019	Single	Silvaire 8E
Frank Arnold	8/29/2019	Single	Airborne Outback
Flying Horse/Nelms	9/16/2019	Single	Maule
Richard Bailey	10/27/2019	Single	Cherokee 180
Earl Ingram	11/13/2019	Single	Mooney 20R
Tyler Freyburgher	11/13/2019	Single	172
Twin Hangar Requested			
Doug Evenson	7/15/2019	Twin	Stinson/Sorrell
Customers Waiting To Purchase Aircraft			
Bill Buck	4/7/2016		
Paul Watson	4/11/2016		
Will Foley	10/10/2017		
Omar McCants	4/30/2018		
Reed Hovie	11/19/2018		
David Lewis	3/25/2019		

Elijah Figueroa      10/28/2019

**HUMAN RESOURCES**

Ms. Monica Stone provided the following update.

<b>Welcome to Columbus Airport- First Day!</b>	<b>Personnel file management / reviewing polices and employment handbook / meeting with Executive Team / Establishing relationships within the community</b>	<b>on-going</b>
<b>Vacant Positions</b>	<b>Vacancies: (1) Facilities Maintenance Tech (1) Line Service Technician Facilities (1) Maintenance Technician (3) Public Safety Officers/Fire Fighter (1) Dual Police/Firefighter (5 Total)</b>	<b>on-going</b>
<b>Collaboration</b>	<b>Met with Kenneth Harrison, Director of Public Safety Programs/Fire Science Instructor at CVCC and Chief Parker to discuss current students applying for vacant positions and program. Benefits to Columbus Airport</b>	<b>on-going</b>
<b>Payroll</b>	<b>Training on payroll process for PS/hourly and salaried employees</b>	<b>on-going</b>

### **MAINTENANCE**

Mr. Garry Parker provided the following update.

- Hangar Refurbishment update: During the month of October, we have continued to address and repair issues with the hangars, including bird spike installation over the doors to prevent access by pigeons. Additionally, we have repaired doors and sheet metal, and roof leaks. These are the most common maintenance issues that we have identified during our hangar inspections; they are being addressed as we move forward with our hangar refurbishment initiative.
- On October 1-3, 2019 we hosted an Airfield Pavements and marking certification course conducted by Sightline Inc. In attendance for the course was our Airfield Maintenance team along with Operations and Maintenance staff from Montgomery Regional and

Savannah-Hilton Head, along with Aviation Engineers from Croy Engineering, and Benesch. The purpose of this training course is to enable and empower our staff to complete smaller pavement marking projects without the need for outside contractors.

During the month of October, we have opened 22 hangar work orders and closed 18.

### **MARKETING**

Ms. Sonya Overton provided the following update.

- End of the FY survey reports have not been completed due to our busy community engagement campaigns and will be completed by next month's commission meeting.
- Our exhibit at the Let's Grow STEAM (Science, Technology, Engineering, Arts and Math) Youth College and Careers Expo on Thursday, October 10th manned by Daniel Thomas, Monica Stone, Garry Parker, Andre Parker, Amber Clark and myself was a huge success as we highlighted different careers in aviation. We spoke with so many kids wanting to know about aviation that we ran out of one sheeters and giveaways as we were overwhelmed with 3000 students on site. Thank you to all who volunteered to spark interest at the event.
- Airport Director Amber Clark sat on this year's discussion panel at STEAM with the topic of "Understanding & Overcoming the Challenges of Diversity and did a great job. Video can be seen on our Facebook page.
- We've met with Captain Colin Root from Fort Benning USARMY who is very interested in helping us with our tribute to our U.S. Armed Forces gate area after the remodel at no cost. His team looked at the gate area and the terminal to gather ideas as to what they could do. They will also connect us to the contacts of the other branches of Armed forces so that they can assist us as well.

### **OTHER MATERS**

Ms. Salina Dills, General Council, Pezold Air Charters provided a copy of the current Lease Agreement between the Columbus Airport Commission and Pezold Air Charters, LLC, Hangar #12, including correspondence going back to August 8, 2019, when we started going back and forth to the Commission. Ms. Dills pointed out in section 20 of the Lease, that gives permission to sublease? She brought this before the Commission for approval as a public matter.

Mr. Forsberg asked Ms. Dills who is the sublessee?

Ms. Dills said they do not have a current sublessee but to find a lessee we need permission. It does not really help them to determine we have a subleased without that. There is nothing in the

lease that says we have to have a name/date/financing or anything like that, so we have to be proactive and we are being proactive in doing that.

Mr. Marty Flournoy stated that he had called Mr. Tracy Sayers about the possibility of leasing in Savannah working with the Gulfstream, they need a place to do maintenance for Gulfstream. That is the only hangar to accommodate them, because it had a G-4 in it previously. He spoke to Mr. Tracy Sayers about the possibility of renting that hangar. At that time, he did not know what he would be able to do. There is interest out there from somebody that is in that field, interiors and hot sections on the engines on the G-4, there just isn't any room in Savannah right now.

Ms. Clark stated she is not a lawyer. It states in the lease that we are willing to allow you to sublease. We just want to know potentially who would be subleasing and then we could move forward.

Mr. Morgan said historically what you have asked for is a document to be put on the table, the Commission will review/approve the document. He stated he cannot remember a time when a sublease was denied. The multiple times subleases and assignments have been on the table, such as multiple assignments as Synovus, TSYS, CBH Air, LLC, Mr. Richard DesPortes subleased to Mr. Robert Boehnlein, which all of them put a document on the table for approval. That is how it was handled in the past, the procedures that the Commission has gone through.

Mr. Forsberg stated his preference would be to know who the party is, before they got to vote on approval. In the past we knew who the other party was verses a blank check.

Mr. Morgan said plus the aeronautical services to be offered. At some point, they still have to be checked against the minimum standards. He stated fortunately or unfortunately you have set Minimum Standards that he thinks goes back to 1973, that whoever is the sublease is going to have to meet the standards based on aeronautical activity.

Ms. Clark stated they are in the process of reviewing the document with the GA Committee. We are trying to get a date scheduled to look at the Minimum Standards to be more modern/relevant.

Mr. Morgan said the Commission looked at the Minimum Standards a couple of years ago and admittedly it is grossly out of date. He stated the document in terms of basically the business of airports and what is really necessary for those aeronautical services to be provided this day and time verses as to what seemed to be required in 1973.

Ms. Dills directed the Commission back to the letter dated August 8, 2019 addressing some of the concerns because we can't obviously approach people to sublease unless we are able to provide that, very difficult as far as negotiations. There are no provisions in our lease to govern our relationship that require us to give any infinite details of it, and we have already affirmed through the agreement for airport authority, Columbus Airport uses or FAA regulations. The further concern that she has especially, they have no problem providing the name Lessor once we are able to have that, before we bring that to the airport authority permission on the record, with negotiations of pricing and other things, not specifically sure what the information you state you



want in advance the airport authority needs, creates problems for us for a negotiation process, and if one lease does not work out then each time we need and respectfully request all those details in advance to confirm, that any sublease can meet the Minimum Standards .

Mr. Forsberg said he thinks he understands that, he says they have a duty to adopt that ourselves, correct? He stated the way we have always done that is we do not have a history of denying subleasing for other people. He liked what Mr. Flournoy suggested and thinks it is fantastic, as one voice on the Commission, he wants us to grow on the airfield, and bring in great institutions that are going to be good stewards out on the airfield. He thinks it is important for the Commission to know who those parties are and that is the way we have done it everywhere else.

Mr. Morgan speaking one point, he does not think pricing is a Commission decision, that would be their doing.

Ms. Clark agreed.

Ms. Dills asked so simply all that is required is the name of the Lessee is to be provided to the Commission Board?

Mr. Forsberg said the name, services, and what the use is.

Mr. Greg Russell stated the lease does not require them to identify who they are, it does not matter what has been done previously. We have been in aviation here for twenty to thirty years, never have we brought somebody in, like a boat overhaul like somebody else. We are just asking you to say yes you can sublease before we do anything. We will come back with another document explaining exactly how it is going to be, asking you to adhere. We have a lease signed by Mr. Don Morgan and another attorney Ms. Sherry Goodrum, ten years ago or more, saying it does not require you to name a person in the lease.

Mr. Forsberg asked, we have a document saying it does not require? He hears Mr. Russell loud and clear; he wants to make sure if it is repairing boats, or luxury/recreational vehicles, or any other services in your hangar, he wants to make sure that the Commission is aware and can approve of who is going to be the sublessee and the services they will be providing.

Mr. Russell said he understands, all Ms. Dills is asking is getting a yes you can, as she would like to move forward with a new document.

Mr. Forsberg asked with what sublessee?

Mr. Russell said the people that we are talking to now. The lease does not require us to identify and I am referring to your document for this request signed by your attorney.

Mr. Forsberg, he does not know if others feel differently, what he would like to see is what the Commission is agreeing to?

Mr. Russell said so you are disagreeing with your own document.

Mr. Morgan said he disagrees with Mr. Russell's reading of the document. The document requires prior written consent of the Columbus Airport Commission before a sublease is entered into. The concept that a sublease would be approved is implicit in a document. But, the sublease itself is required to have the prewritten consent of the Commission. He does not think there is a reason what so ever why you should not be dealing with whoever you want to sublease to and put together your document. It is no different than the situation that I dealt with this week with the Columbus Technical College Foundation on a fairly lengthy purchasing sale agreement for a piece of real estate. Where the total agreement was placed on the table but of course it was subject to the approval of the Board of Directors, just like the situation of this in where you are looking for a document. He doesn't think and is not really hearing the concern. The concept of subleasing is implicit in your document.

Ms. Dills said so Mr. Morgan, if I am hearing you correctly, you are saying you want to see a document. Our legal argument as an attorney myself, the document on its face does not require anything to be in writing, no names to be provided, there are no requirements.

Mr. Morgan stated simply as the prior written consent.

Ms. Dills asked Mr. Morgan so you are adding an additional requirement that legally is not required.

Mr. Morgan said he totally disagreed with Ms. Dills, it is not required, it is optional. Whatever the Commission chooses to require prior to giving the written consent is what it chooses at the time, it is left open.

Ms. Dills nothing governs as to what is required? If a written requirement for knowing who the Lessee is, this is a technical legal matter, it is not required.

Mr. Morgan said it depends if they want prior written consent.

Mr. Forsberg stated if you are asking for consent, we are asking to understand who you are subleasing too, and the services they will perform. As for himself, before he votes, he would like to know, for consent or not for consent. He would like to know.

Ms. McHale asked if there were any other matters for discussion from the floor?

There being no further business the meeting was adjourned at 10.03 A.M.

APPROVED:

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Mary Scarbrough, Secretary

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Ms. Tana McHale, Vice Chairwoman

*Item #5.*



# Columbus, Georgia, Board of Tax Assessors

Item #5.

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center  
3111 Citizens Way  
Columbus, GA 31906

Mailing Address:  
PO Box 1340  
Columbus, GA 31902

Telephone: (706) 653-4398  
Fax: (706) 225-3800

## Board Members

Chester Randolph  
Chairman

Pat Bettis Hunter  
Assessor

Daniel J. Hill  
Assessor

Todd A. Hammonds  
Assessor

Jayne Govar  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #40-19

### CALL TO ORDER:

Chairman Chester Randolph call the Columbus, Georgia Board of Assessors' meeting to order on Monday November 4, 2019, at 9:00 AM.

### PRESENT ARE:

Chairman Chester Randolph  
Vice Chairman Jayne Govar  
Assessor Daniel Hill  
Assessor Patricia Hunter  
Assessor Todd Hammonds  
Chief Appraiser/Secretary Suzanne Widenhouse  
Deputy Chief Appraiser Glen Thomason  
Recording Secretary/Willie Jean Davis

### APPROVAL OF AGENDA

Assessor Hill motions to accept the Agenda. Assessor Hunter seconds the motion and the motion carries.

### APPROVAL OF MINUTES

Assessor Hunter motions to accept the Minutes #39-19, Vice Chairman Govar seconds the motion and the motion carries.

Chief Appraiser/Secretary Widenhouse informed Board of requesting a new vehicle for the office through emergency funds of the Budget.

At 9:05, Administrative Manager Leilani Floyd enters the meeting and presents the following:

- Michele Reynolds/Appraisal Technician was introduced to the Board to assist Administrative Manager Floyd.
- VA homestead for parcel 114 036 036 for years 2018 and 2019. Assessor Hill motions to approve reinstatement, Assessor Hammonds seconds the motion and the motion carries.
- H5 for parcel 190 028 012. Assessor Hill motions to accept the request, Assessor Hunter seconds the motion and the motion carries.

At 9:14, Deputy Chief Appraiser/Personal Property Manager Glen Thomason presents the following:

- 3 Business Deletions
- 1 Boat Deletion
- The Board signs Waiver and Release from previous week.

At 9:16, Commercial Property Manager Tanya Rios enter the meeting and presents the following:

- 2 mapsplits not approved last week were approved
- Parcel 063 001 048 mapsplit approved for 2020
- Parcel 067 021 034 approved for tax exemption.
- Waiver and Releases signed

At 9:43, Residential Property Manager Jeff Milam introduces himself to the Board and presents the following:

- The Board signed waiver and releases approved prior to meeting for parcel numbers 084 032 017, 181 020 004, 180 004 029H.

Chief Appraiser Widenhouse updates the Board on Personnel issues and BOE mock hearings held in the office.

At 10:06, Chairman Chester Randolph adjourns the meeting without any objections.

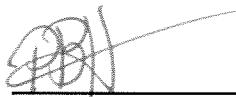
Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_

MIN# 41-19 NOV 18 2019



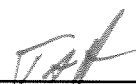
C. RANDOLPH  
CHAIRMAN



P.B. HUNTER  
ASSESSOR



D.J. HILL  
ASSESSOR



T.A. HAMMONDS  
ASSESSOR



J. GOVAR  
VICE CHAIRMAN

BZA MINUTES

October 2, 2019

Present Were: Terry Fields, Tomeika Farley, Charles Smith, Charlotte Davis, Fred Cobb, Ty Harrison, Barbara Fortson

Meeting Called to Order 2:00pm

Approval of the September 2019 Minutes  
Fields made a motion to accept the minutes.  
Farley Seconded.  
Minutes Approved

BZA-09-19-006442

2000 Kay Cir

Thayer-Bray Construction

William Bray and Jim Meadows came forward to ask for a variance for an open air gazebo/pavilion to be built on the St. Anne property for private use. The area in question is 75 ft (roughly) from the property line and sits on a hill.

No opposition.

BZA-09-19-006443

1333 Cusseta Rd

Stahl Engineers

Eric Steer and Bill Stahl were present to request to put a screen around the evaporative condenser for the existing facility. The unit is 18 feet and the screen would have to be 20 feet. Cobb stated that the ordinance for the equipment screening is not intended for this type of industrial structure.

No opposition.

BZA-09-19-006449

3061 Apache Dr

G E McGowan

Guy E McGowan was present to request a variance for a carport. He needs a carport because he has trouble getting in and out of his house from his car. He brought a letter in support written by a neighbor. The next door property is his property as well.

No opposition.

BZA-09-19-006450

8013 Wellington Trce

Leary & Brown Inc

Mandy from Leary & Brown was here to request a variance to place an accessory structure in the side yard. The topography slopes off in the back, and so they are asking for the accessory structure to be placed at the end of the driveway. This part of the house is currently under construction and has not yet been framed.

No opposition.

BZA-09-19-006483

1343 19th St

Church of the Living God Lord Jesus

Pastor Annie Brunson was present to speak for members of their congregation who have disabilities in regards to facilitating easier access to restroom facilities. It was noted that there is more room in the vestibule for persons with disabilities to have easier access to bathrooms.

BZA MINUTES

October 2, 2019

No Opposition

Case decisions

BZA-09-19-006442

2000 Kay Cir

Farley made a motion to approve the request.

Fields Seconded

Motion carries as APPROVED.

BZA-09-19-006443

1333 Cusseta Rd

Fortson made a motion to approve the request.

Fields Seconded

Motion carries as APPROVED.

BZA-09-19-006449

3061 Apache Dr

Smith made a motion to approve based on the appellant's need to get in and out of his house with greater ease.

Farley Seconded.

Motion carries as APPROVED.

BZA-09-19-006450

8013 Wellington Trce

Fortson made a motion to approve the request based on topography challenges and no opposition.

Fields Seconded.

Motion carries as APPROVED.

BZA-09-19-006483

1343 19th St

Farley made a motion to approve the request based on the appellant's wish to make greater accommodations for persons with disabilities.

Fields Seconded.

Motion carries as APPROVED

Meeting Adjourned 2:24pm.

**Columbus Board of Health – Public Hearing Minutes**  
**August 28, 2019**

Item #5.

**Presiding:** Rajinder Chhokar-MD, Chair

**Attending Board Members:** Devica Alappan-MD, Yasmin Cathright

**Excused Absences:** N/A

**Others Present:** Beverley Townsend -MD, Joanne Strickland, Tori Endres, Asante' Hilts, Atty. Steve Gunby, Pamela Kirkland, Ashley Basset, Kristi Ludy, Justin, Smith, Joie Gosa, Peggy Hallmark (Secretary)

Agenda Topic	Discussion	Decision	Responsibility
<b>Call to order</b>	Dr. Chhokar called the Public Hearing on Environmental Health Rules to order at 1:03 pm. Proposed Rules and Regulation	None	None
<b>New Business</b>	<p>Justin Smith, Environmental Health Specialist:</p> <ul style="list-style-type: none"> <li>Informed all present the purpose for the public hearing is proper procedure for board of health adoption of rules and regulations, 3 of which were previously presented to this board and posted for public view on our health department web site.</li> <li>Presented the description of the Minimum Lot Size regulation for proper setbacks based upon Department of Natural Resources authority on adequate lot space for recharge of ground water as well as sewage and septic system management to prevent cross contamination. Clarified that the minimum lot size rule does not apply to existing lots of record. The rule will apply to all new development with an effective date of 30 days from the date of board approval.</li> </ul> <p>There were no comments or questions</p>	Copies of proposed Rules and Regulations for Minimum Lot Sizing; Body Art and Well Water Permitting were provided to all hearing attendees, are attached here and made a part of these minutes.	None



**Columbus Board of Health – Public Hearing Minutes**  
**August 28, 2019**

*Item #5.*

Agenda Topic	Discussion	Decision	Responsibility
	<ul style="list-style-type: none"> <li>Presented the rules for Body Art Studios and Tattoo/Body Piercing Artists, which are being practiced. We do not yet have a State Body Art rule. The Body Art rules presented for adoption are the same rules we enforce for permitting and inspection.</li> </ul> <p>There were no comments or questions</p> <ul style="list-style-type: none"> <li>Presented the recommended Rule for Governing Individual and Non-Public Water Wells to ensure proper placement and construction of water wells to provide safe drinking water, testing for bacteria, prevent contamination and help ensure proper construction.</li> </ul> <p>QUESTION: Atty Steve Gunby – Does Muscogee County have water well rule?</p> <p>RESPONSE: Justin Smith – No.</p> <p>QUESTION: Atty Steve Gunby – What are the requirements? Can anyone do it?</p> <p>RESPONSE: Justin Smith – No. The well must be constructed by a well driller that is licensed and bonded by the Department of Natural Resources. We (EH) will evaluate the construction for items such as concrete slab, properly sealed well casing and sampling faucets. We will also evaluate location to be sure it is at least 100 feet from drain fill lines and at least 50 feet from the septic tank, at least 10 feet from property lines. These are some of the requirements for the well permitting process.</p> <p>QUESTION: Steve Gunby – If a lot is serviceable by city water, can you still have a well on the property?</p>		

**Columbus Board of Health – Public Hearing Minutes**  
**August 28, 2019**

Item #5.

Agenda Topic	Discussion	Decision	Responsibility
	<p>RESPONSE: Justin Smith – The minimum lot size mentioned in item number one has to be at least 1.5 acres to obtain a private water well. In areas that meet the lot size and that are currently served by a municipal water system, we would request that you do get permission from water authority submitted during the application process.</p> <p>QUESTION: Dr. Chhokar – You mentioned evaluating and checking the constructions and sampling faucets. Do you have people training to do that?</p> <p>RESPONSE: Justin Smith – For those who have not done well permitting previously, we would begin a training process to ensure they have the skills necessary to properly do those inspections.</p> <p>QUESTION: Dr. Alappan – What are some of the reasons why someone would need a well if they already have city water?</p> <p>RESPONSE: Justin Smith – This primarily applies to areas that do not have city water. The only time we see requests from those who have city water who would like to irrigate their lawn. That is the most common request. We do request written approval from the water authority.</p> <p>RESPONSE: Dr. Chokkar – In regard to body piercing, we only regulate the body piercing who are permitted.</p> <p>RESPONSE: Steve Gunby – Correct. Kristi and I have discussed this many times. The tattoo and body piercing establishments that are permitted don't seem to be a problem. The problems are with the ones who are not permitted. They</p>		

**Columbus Board of Health – Public Hearing Minutes**  
**August 28, 2019**

*Item #5.*

Agenda Topic	Discussion	Decision	Responsibility
	<p>themselves from any of these regulations. It is really a criminal matter, but it is not a priority for the city to arrest those in violation.</p> <p>RESPONSE: Kristi Ludy – That is right. It is a misdemeanor and might not on high priority for law enforcement. Any time we receive those complaints of someone illegally operating or acting as an artist or doing it from home. The complaints receive are normally provided by regulated and permitted establishments who learn about it – often referring us to Facebook postings by those who are tattooing or piercing from their home. Mr. Gunby has given the advice that it is law enforcement we need to send that to. We report it to law enforcement, and it is up to law enforcement how it is handled and the timing of it.</p> <p>The piercing does not include the piercing of the ear lobe. The rules and regulations are for other piercings of the body.</p> <p>RESPONSE: Dr. Chhokar – Any time you hear someone gets sick from tattoo or piercing, like with hepatitis or TB, then that’s when we city involved to have the law enforcement.</p> <p>RESPONSE: Steve Gunby – She is right. It is a misdemeanor and they are not going to send detectives on a misdemeanor.</p> <p>RESPONSE: Dr. Townsend – Unfortunately, Mr. Hugley, our City Manager is not here today. He did have some questions, especially on the lot size issue. This is a hearing which is open to anyone who wants to come so that we can all be proper</p>		

**Columbus Board of Health – Public Hearing Minutes**  
**August 28, 2019**

*Item #5.*

<b>Agenda Topic</b>	<b>Discussion</b>	<b>Decision</b>	<b>Responsibility</b>
<b>Adjourn</b>	Dr. Chhokar - With no general public present to ask further questions and with no further discussion among attendees, adjourned this public hearing at 1:18 pm.		

Columbus Board of Health  
Respectfully submitted by  
Peggy Hallmark, Secretary



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

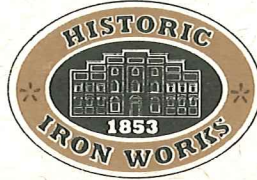
**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MONTHLY MEETING  
SEPTEMBER 24, 2019  
12:00 PM**

**BOARDROOM  
(SECOND LEVEL)  
A G E N D A**

- I. CALL TO ORDER – CHAIRMAN KATONGA WRIGHT**
- II. APPROVAL OF MINUTES**
  - A. REGULAR MEETING – AUGUST 22, 2019**
- III. FINANCIAL REPORT – FRANCESCA DYE**
  - A. JULY 2019**
- IV. SPECTRA REPORT – WEEZY WINGO-MOTZEL**
  - A. JULY 2019**
  - B. YEAR END RECAP**
  - C. TEAM INTRODUCTIONS**
- V. SALES REPORT – HAYLEY TILLERY**
  - A. JULY 2019**
- VI. FACILITY UPDATE – HAYLEY TILLERY**
- VII. ADJOURNMENT**





**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MINUTES OF THE MONTHLY MEETING  
SEPTEMBER 24, 2019  
12:00 PM**

The monthly meeting of the Columbus Iron Works Convention and Trade Center Authority was held Tuesday, September 24, 2019 at 12:00 PM, in the Boardroom of the facility.

**Authority Members Present:** Chairman Katonga Wright, Vice Chairman Jonathan Payne, Lauren Chambers, and Carson Cummings.

**Authority Members Absent:** Helena Coates

**Administrative Members Present:** Executive Director Hayley Tillery, Assistant Director Skip Hansberger, Finance Manager Francesca Dye, Spectra General Manager Weezy Wingo-Motzel and Secretary Chasity Hall.

Executive Director Hayley Tillery brought in three members from the Trade Center's operation team to meet the Authority. Hayley introduced, Jarret Black, Jonleal Farley and Daniel Hamrick. Hayley stated these three men along with the other members of the operations team are responsible for setting rooms for each event, assisting clients with audio visual needs and all janitorial duties of the facility. Hayley stated the operations department was the largest department within the facility. Fully staffed the department consist of sixteen employees, eleven full time, which includes one supervisor and two crew leaders and 5 part-time employees. Hayley added, currently the supervisor position as well as one full time and three part-time positions were vacant. Hayley concluded by stating that with the scope of duties, the size of the facility, the hours of operation and the limited number of employees, she felt the operations department does a phenomenal job. Members of the Authority stated what a pleasure it was to meet each of the men and thanked them for their commitment to the facility. The gentlemen were then excused.

**CALL TO ORDER**

Chairman Katonga Wright welcomed the members and at 12:05 PM, called the meeting to order.

**APPROVAL OF MINUTES**

Members present were asked if they had received and read the minutes from the previous regular meeting dated August 22, 2019. With no additions or corrections, Vice Chairman Jonathan Payne made a motion to approve the minutes as written. Lauren Chambers seconded the motion, which carried unopposed by all members present.

**FINANCIAL REPORT – FRANCESCA DYE**

**A. JULY 2019** – See attached report prepared and presented by Finance Manager Francesca Dye.

Following Francesca's presentation, Executive Director Hayley Tillery gave a brief recap stating operating revenue increased 59% (\$21k) over the prior year and operating expenses were 4% (\$3k) higher than the prior year. Overall profit is -\$27k, which is an increase of \$56k from the prior year due to an increase in July events.



Vice Chairman Jonathan Payne made a motion to approve the July 2019 financial report as prepared and presented by Finance Manager Francesca Dye. Carson Cummings seconded the motion that unanimously carried by all members present.

### **SPECTRA REPORT – WEEZY WINGO-MOTZEL, GENERAL MANAGER**

- A. **JULY 2019** – Spectra General Manager, Weezy Wingo-Motzel gave the catering sales report for the month of July 2019. Weezy reported there were 30 meal functions held during the month with 7,809 meals served. Weezy stated the largest event for the month was the Bob Wright Symposium, with 704 meals.

General Manager Weezy Wingo-Motzel then brought in several members of the catering staff to introduce them to the Authority. Weezy introduced members of the office staff, banquet staff, and kitchen staff. She also passed out a hard copy containing a brief bio on all managers, supervisors, and leads. Weezy added with a combined 137 years of catering experience between 5 managers and 172 years combined experience among supervisors and leads, the catering team had a total of 309 years in the hospitality business! Weezy concluded by stating, she was fortunate to have a staff that truly loves what they do.

### **SALES REPORT – HAYLEY TILLERY**

- A. **JULY 2019** – Executive Director Hayley Tillery gave the sales report for the month of July 2019. Hayley stated that most areas of reporting (call-in clients, requests for proposals, contracts issued, total number of events and total number of attendees) were up for the month while only two areas (planning kit request and walk-in clients) were down for the month. Hayley reported there were forty-four event days for the month and the two largest events were the Bob Wright Symposium and the 75<sup>th</sup> Ranger Rendezvous Ball. Hayley added based on the eleven returned customer surveys the facility received an overall score of 96.

### **FACILITY UPDATE – HAYLEY TILLERY**

FACILITY UPDATE - See attached report.

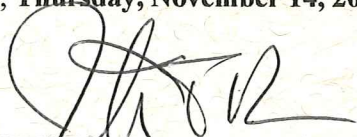
### **ADDITIONAL INFORMATION**

Due to scheduling conflicts of the next meeting the Authority rescheduled the October meeting to Thursday, November 14, 2019

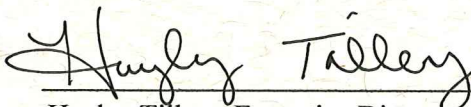
Hayley informed the Authority members that on Tuesday, October 8, 2019, City Council would be voting on the convention hotel and invited them to attend if possible.

### **ADJOURNMENT**

With no further items of business to discuss, Vice Chairman Jonathan Payne adjourned the meeting at 1:02 PM. The next regular scheduled meeting, which is normally held the fourth Thursday of the month, due to a scheduling conflict will be held, **Thursday, November 14, 2019.**



Jonathan Payne, Vice Chairman  
Columbus Iron Works Convention and  
Trade Center Authority



Hayley Tillery, Executive Director  
Columbus Georgia Convention and  
Trade Center





**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER  
Financial Summary  
July 2019 (FY-19)**

**REPORT #1 – Event Revenue Breakdown**

Includes all events held at the Convention Center for the month.

Event Days.....	44
Attendees.....	9,515
F&B Revenue.....	\$133,208
Operations Revenue.....	\$58,437
Total Event Revenue.....	\$191,645

**REPORT #2 – Budget Review**

This report illustrates the actual and budgeted revenues and expenses for the month.

Revenue – Actual.....	\$171,332
Revenue – Budgeted.....	\$170,700
Expenses – Actual.....	\$198,422
Expenses – Budgeted.....	\$222,869

**REPORT # 3 Budget Review Y-T-D**

Revenue – Actual.....	\$171,332
Revenue – Budgeted.....	\$170,700
Expenses – Actual.....	\$198,422
Expenses – Budgeted.....	\$222,869

**REPORT #4 Five Year Comparison – Total Revenue / Total Expenses / Net Profit**

Does not reflect construction payments \*Through July 31<sup>st</sup> of each fiscal year.

FY16.....	\$127,695 / \$230,963 / -\$103,268
FY17.....	\$193,797 / \$244,946 / -\$51,149
FY18.....	\$171,912 / \$253,424 / -\$81,507
FY19.....	\$132,774 / \$216,282 / -\$83,508
FY20.....	\$171,332 / \$198,422 / -\$27,090
5 Year Average.....	\$159,502 / \$228,807 / -\$69,304
FY20 vs Five Year Average.....	7.4% / -13.3% / 60.9%

**REPORT #5 August 18 Actual / August 19 Projection**

Total Revenue.....	\$265,384 / \$235,287
Total Expenses.....	\$204,461 / \$205,517
Net Profit.....	\$60,923 / \$29,770





## COLUMBUS GEORGIA CONVENTION & TRADE CENTER

### Overview of Recent Events

Date: September 24, 2019

#### Current Projects

- Fountain update –working on next steps for procurement process
  - Created a procurement guide for Trade Center specifically
  - Meeting with City Finance next week
- Client event packet
- Breakfast with Santa signature event

#### Completed Projects

- FY20 Goals and Metrics for the upcoming budget year
- Southern Lovin' Junkin' Show completed this past weekend; great success.

#### Employee Updates

- Operations Supervisor – Interviews scheduled
- Operations Part-Time – Processing candidate pool for (3) positions
- Operations Full Time – Interviews scheduled

#### Authority Member Update

- Mayor Henderson is nominating Ms. Shikha Shah to succeed Helena Coates- New Term Expires: October 24, 2022.
- Mayor Henderson is nominating Mr. Craig E. Burgess to succeed Katonga Wright- New Term Expires: October 24, 2022.

#### Authority Meeting Tentative Agenda

- Monday, October 21<sup>st</sup> – cover the month of August

**RECREATION ADVISORY BOARD  
MINUTES OF THE MEETING  
MAY 29, 2019**

Item #5.

**MEMBERS PRESENT:**

Hayden Barnes, Jeff Battles, Carl Brown, Willie Dickerson, Sherisse Malone, Shawn Souvenir, Latshia Stephens-Archibald, and Jay Wilkoff

**MEMBERS ABSENT:**

Brantley Pittman

**CITY STAFF PRESENT:**

Holli Browder, Tommy Groce, Pam Lee, Carson Revell, and Lauren Vance

A meeting of the Recreation Advisory Board was held at the Lake Oliver Marina, Chairman Hayden Barnes was present and called the May 29, 2019 meeting to order at 12:00 pm.

**Approval of Minutes:**

The board minutes from October 31, 2018, January 30, 2019, and March 27, 2019 meetings were approved.

The board also voted and approved to have a meeting on November 20, 2019, at Memorial Stadium.

**I. Director/Staff Update:**

○ **Holli Browder (Director):**

Tillis Recreation Center is in need of repairs. Bids have gone out to try and repair the roof. Other repairs are needed, and we will do as much as possible with what funding will be available. The long term goal is to make this center a fully functional recreation center again.

Holli discussed the results of the budget review meeting and what was approved versus what was not approved.

Outdoor pool season has started, and we have implemented Passport to Columbus, which used to be known as the Summer Fun Pass.

29<sup>th</sup> Street playground is officially open.

Money has been raised for Theo McGee park. The group that raised the money will have a check dropped off next week. They are also looking for another project to work on next.

There have been four or five organizations interested in a minor league team coming back to Golden Park.

The department is receiving an award for the Therapeutics Removing Barriers program. The award will be presented at a NACPRO conference next week.

○ **Tommy Groce (Park Services):**

We are beginning our summer months and are very busy with cutting grass.

Right now, we have 13 Correctional Officers and are five officers short. We are running behind due to being short staffed, however, the guys are handling it well and they are still doing an excellent job even with the lack of manpower.

Jay Wilkoff is familiar with programs that help former military find jobs. This information will be passed on.

- **Pam Lee (Community Schools):**

Summer Camp started May 28 and we are full at all sites. There are 450 students enrolled in the program.

- **Carson Revell (Athletics):**

Little League is over and the post-season has started.

Registration and Evaluations have started for Night Ballers Basketball League. This league will play from June 14 through August 3. Games will be played at Frank Chester and Shirley Winston.

The Ultimate Frisbee Season has started and will be played at Kinnett Stadium beginning June 10.

The International Cup will be held at South Commons July 1-7.

Jay Wilkoff asked for an update on pickleball. Carson stated that the donation is not enough to build the pickleball courts needed at Cooper Creek. They have looked at other locations, but right now, there are no official plans.

- **Lauren Vance (Finance Manager):**

N/A

## II. **Board Updates:**

- **Jeff Battles:**

The School District is introducing flag football to high school girls at all of the high schools starting in the next school year.

There is a lot of interest in a kid's summer basketball league. Director Browder responded and said that is something that we want to bring back for the summer camp for Community Schools.

- **Carl Brown:**

The city lost the State Cup soccer tournament to Atlanta last year. We're hoping to make some improvements to the complex to win back that tournament.

- **Willie Dickerson:**

Mr. Dickerson spent a lot of time at Shirley Winston and has enjoyed it. The fields look great.

- **Shawn Souvenir:**

Mr. Souvenir took his kids to the 29<sup>th</sup> Street playground and they love it.

- **Latshia Stephens-Archibald:**

An idea for the pickleball courts would be the courts behind Baker Middle School. There is not a lot of use on them and it's at least a thought of somewhere to go.

- **Jay Wilkoff:**

Mr. Wilkoff asked for support of the proposed Interstate 14 amendment that could possibly run through Columbus.

With no further discussion, a motion was made and seconded to adjourn the meeting.

Meeting adjourned 1:00 pm.

Minutes recorded by the Board Secretary, Lauren Vance.