

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

John M. House
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
Evelyn 'Mimi' Woodson

Clerk of Council
Sandra T. Davis



Council Chambers
C. E. "Red" McDaniel City Services Center- Second Floor
3111 Citizens Way, Columbus, GA 31906

August 09, 2022
9:00 AM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Bishop James Lewis, New Testament Christian Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

- [1.](#) Approval of minutes for the July 26, 2022 Council Meeting.

UPDATE:

2. An update on COVID-19

PROCLAMATION:

3. **PROCLAMATION:** Black Business-Philanthropy Month

RECEIVING: The River Valley Black Chamber of Commerce - President, Michael Muhammad

PRESENTATION:

4. Introduction of Major General Buzzard, Commanding General, U.S. Army Maneuver Center of Excellence.

CITY ATTORNEY’S AGENDA

ORDINANCES

- 1.** **2nd Reading-** An ordinance providing for the demolition of various structures located at:

1) **81 Lafayette Drive** (Crawford B. Smith Jr., Owner); 2) **776 Terminal Court** (Jonnie L. General, Owner); 3) **920 Diggs Avenue** (Walter S. Bland, Owner); 4) **3025 Bonanza Drive** (Peter J. Wheeler, Owner); 5) **2317 Forsyth Street** (Jeraquis Chaney, Owner); 6) **2059 Mason Street** (Garnet Funds Group LLC, Owner); 7) **2410 Schaul Street** (T. Marie Enterprises INC, Owner); 8) **6035 Mill Branch Road** (John Moore, Owner); 9) **1065 Martin Luther King Blvd** (William Mott, Owner); 10) **1530 Hunt Avenue** (Gerald L. Miley, Owner) (Mayor Pro-Tem)
- 2.** **2nd Reading-** An Ordinance amending Article VII of Chapter 13 of the Columbus Code to revise provisions concerning junked motor vehicles; and for other purposes. (as amended)(Councilor Barnes)

RESOLUTIONS

- 3.** A Resolution of the Council of Columbus, Georgia, declaring its official intent to enter into a second amendment to an intergovernmental contract with the Hospital Authority of Columbus, Georgia ("the “Authority”) in order to provide security for the payment of the Authority's proposed Refunding Revenue Anticipation Certificate, Series 2023 (the “Series 2023 Certificate”), the proceeds from which shall be used to refund all or a portion of the Authority's outstanding Revenue Anticipation Certificates, Series 2013; to authorize various officials of Columbus to take such further actions as are necessary relating to the issuance of the Series 2023 Certificate; and for other purposes. (Request of the Hospital Authority of Columbus, Georgia)
- 4.** Resolution approving a contract with Georgia Probation Services, Inc. to provide probations services for Superior, Municipal and Recorder's Courts. (Mayor Pro-Tem)

PUBLIC AGENDA

1. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Ban the box, ending mass incarceration.

CITY MANAGER'S AGENDA

1. Kadie the Cow Relocation and Maintenance

Approval is requested to authorize a Memorandum of Understanding with Uptown Columbus Inc. for relocation and maintenance of Kadie the Cow. The relocation and maintenance will be funded solely by UCI.

2. Substantial Amendment Revisions for FFY2021/FY 2022 HUD Annual Action Plan – (HOME-ARP)

Approval is requested for the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) funding.

3. FY23 HUD Annual Action Plan Submission to the U.S. Department of Housing and Urban Development (HUD)

Approval is requested for the filing of the FY23 Annual Action Plan Amendment to the U.S. Department of Housing and Urban Development (HUD).

4. 2050 Metropolitan Transportation Plan with a Freight Plan Element and the 2023 Congestion Management Process

Approval is requested to submit an application and if awarded enter into a contract with the Georgia Department of Transportation to accept Federal/State Transportation Planning Funds for the 2050 Metropolitan Transportation Plan Update with a Freight Plan element and the 2023 Congestion Management Process, and to amend the Multi-governmental Fund by the amount of the award, which includes a 20% local cash match. The cost of the 2050 MTP and 2023 CMP updates are \$400,000.00 (\$320,000.00 – 80% Federal) and will be funded through the use of Federal/State Transportation Planning Funds allocated to the Columbus-Phenix City Transportation Study (C-PCTS). These funds require a 20% match of \$80,000.00 and is funded from the OLOST Infrastructure – Road's account.

5. Lease Agreement – 501 12th Street –Pizza Holdings International LLC

Approval is requested to enter into a lease agreement with Pizza Holdings International LLC to lease space at the parking lot located at 501 12th Street, Columbus, Georgia 31901. The City will lease at the rate of \$1,000 per annum, being a sum of \$5,000 prior to the commencement of the initial lease and subsequent renewals.

6. Lease Agreement – Parking Spaces Locate Directly Underneath or Below the 13th Street Viaduct to Crawford JMD Holdings, LLC

Approval is requested to enter into a lease agreement with Crawford JMD Holdings, LLC to lease parking spaces directly underneath or below the 13th Street Viaduct. The City will lease at the rate of \$1,000.00 per annum, being a sum of \$5,000 for the full term of the initial lease and subsequent renewals.

7. Revised Lease of Equipment for City Golf Courses

Approval is requested to enter into two leases to facilitate the lease of six pieces of Toro grounds keeping equipment from Huntington National Bank over a 48 month period in the total amount of \$204,144.48.

8. PURCHASES

- A.** Welding/Metal Fabrication Services (Annual Contract) – RFB No. 22-0043
- B.** Storage Facility Rental Payment for the Sheriff's Office
- C.** Recycling Containers for Public Works – Sourcewell Cooperative Purchase
- D.** Annual Software Renewal for Cyber Security Training – Georgia State Contract Cooperative Purchase
- E.** Two (2) 2023 Police Responder Pursuit Rated F-150 Pickup Trucks for Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase
- F.** One (1) 2023 Ford F-150 Pick-up Truck for Oxbow Creek Golf Course –Georgia Statewide Contract Cooperative Purchase

9. UPDATES AND PRESENTATIONS

- A.** Property Acquisition Update - Pam Hodge, Deputy City Manager

BID ADVERTISEMENT

August 10, 2022

1. PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

A mandatory pre-bid conference will be held at 10:30 AM on Wednesday, August 10, 2022. Attendees shall convene in the Ground Floor Conference Room of the Annex Building, which is located at 420 10th Street in Columbus, Georgia.

Vendors will be allowed a 10-minute grace period. Any vendor who is not present in the Ground Floor Conference Room of the Annex Building, within 10 minutes after the time slated for the beginning of the mandatory pre-bid conference, shall not be allowed to participate any further in the bid process.

August 12, 2022

1. Naming Rights Consulting Services – RFP No. 22-0031

Scope of RFP

Columbus Consolidated Government invites qualified consultants to submit proposals to provide a valuation study and assist or in whole find a sponsor for naming rights at the Columbus Civic Center and Ice Rink.

2. Design and Construction Services for Shirley B. Winston, Rigdon Park, and Psalmond Road Pools – RFP No. 23-0001

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage a Design-Builder to design and construct new in-ground pools at three existing park locations throughout the City.

Each project location will include modifications to the existing pool location including necessary demolition, renovation of existing structures, and installation of new pool structure and equipment. The selected Design-Builder will be responsible for all programming, design, and construction.

August 24, 2022

1. US 80/SR 22/Beaver Run Road at Psalmond Road Intersection Improvements – RFB No. 23-0004

Scope of Bid

Provide improvements to the intersection of Beaver Run Road and Psalmond Road. The work includes but is not limited to grading, resurfacing, pavement marking, median, curbs & gutters, sidewalks, landscaping & erosion control, and traffic lighting & signs.

2. Ball Field Soil Conditioner and Field Materials – RFB No. 23-0006

Scope of Bid

Provide ball field soil conditioners (medium and fine grade), mound clay, infield mix, field marking paint and field marking chalk. The Parks & Recreation Department will purchase these items on an “as needed” basis. The amount of ball field soil conditioner to be purchased will be strictly determined by the weather.

August 31, 2022

1. PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

September 2, 2022

1. Household Hazardous Waste Sorting and Disposal Services (Annual Contract) – RFP No. 23-0004

The Columbus Consolidated Government is seeking to contract with a qualified vendor to provide household hazardous waste sorting and disposal services for up to two (2) half-day events per year.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1.** RESOLUTION - A resolution excusing Councilor R. Walker Garrett from the August 9, 2022 Council Meeting.
- 2.** ADD-ON RESOLUTION - A resolution excusing Councilor Evelyn "Mimi" Woodson from the August 9, 2022 Council Meeting.
- 3.** RESOLUTION - A resolution approving Honorary Designation Application submitted by Queen Scott requesting signage on Gleason Avenue in honor of Adlena Austin Spencer. *(The Board of Honor met on July 27, 2022 and recommends approval.)*

4. RESOLUTION - A resolution approving an Honorary Designation Application from Lillian Henderson (Lewis Memorial Baptist Church) for street signage on Adair Avenue in honor of Rev. Benjamin F. McGruder, Jr. *(The Board of Honor met on July 27, 2022 and recommends approval.)*
5. RESOLUTION - A resolution approving an Honorary Designation Application from Tony Thornton for street signage at 2nd Avenue and 35th Street / 35th Street and River Road in honor of Ronnie Duckworth, Sr. *(The Board of Honor met on July 27, 2022 and recommends approval.)*

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

Board of Honor, July 27, 2022

Board of Tax Assessors, #22-22 and #23-22

Board of Zoning Appeal, July 6, 2022

Planning Advisory Commission, June 1, 2022

BOARD APPOINTMENTS - ACTION REQUESTED

7. **COUNCIL APPOINTMENT- VOTE TABULATION:**

A. PLANNING ADVISORY COMMISSION:

Raul Esteras-Palos

No longer a resident

Term Expires: March 31, 2023

Open for Nominations

(Council's Appointment)

Councilor Crabb nominated Christopher Phillips

Councilor Woodson nominated Dr. Walter Taylor

Councilor Davis nominates Patrick Steed

This is a three-year term. Board meets twice a month.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 2

UPCOMING BOARD APPOINTMENTS:

- A. Animal Control Advisory Board – (Council & 1 Veterinary Association recommendation)
- B. Board of Honor - (Council Appointments)
- C. Columbus Ironworks Convention & Trade Center Authority - (Mayor's Appointments)
- D. Land Bank Authority - (Council Appointments)
- E. Public Safety Advisory Commission - (Council District Seat Appointments - 1, 3, 5, 7 & 9)

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.

File Attachments for Item:

1. Approval of minutes for the July 26, 2022 Council Meeting.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING

MINUTES

Council Chambers
C. E. "Red" McDaniel City Services Center- Second Floor
3111 Citizens Way, Columbus, GA 31906

July 26, 2022
5:30 PM
Regular Meeting

MAYOR'S A G E N D A

PRESENT: Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Jerry "Pops" Barnes (via Microsoft Teams), Charmaine Crabb, Glenn Davis, R. Walker Garrett (arrived at 5:40 p.m.), John M. House, Bruce Huff, Judy W. Thomas, Toyia Tucker, and Evelyn "Mimi" Woodson (arrived at 5:35 p.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

<u>The following documents were distributed around the Council table:</u> (1) River Safety Committee Presentation.

<u>The following documents have been included as a part of the electronic Agenda Packet:</u> (1) Columbus Consolidated Government Compensation & Classification Study Presentation of Results; (2) Animal Care and Control Contract Update Presentation
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CALL TO ORDER: Mayor B. H. "Skip" Henderson, III, Presiding

INVOCATION: Offered by Rev. John Mabry - New Providence Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

- Approval of the July 12, 2022 Council Meeting Minutes. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

UPDATE:

- An update on COVID-19. **Update not presented.*

PROCLAMATION:

- PROCLAMATION:** Jessie Stanley Day

RECEIVING: Jessie Stanley

Councilor Bruce Huff read the proclamation into the record, proclaiming Tuesday, July 26, 2022, as *Jessie Stanley Day*, recognizing Mr. Stanley for his service to the community in officiating sporting events for forty years.

PRESENTATION:

4. River Safety Committee Update (Pam Fair, Chair, River Safety Committee)

River Safety Committee Chair Pam Fair approached the rostrum to provide an update on the River Safety Committee, which was established on September 7, 2017, to educate the community on river safety and address safety concerns. She provided information on the strides taken and events held with the committee's community partners. She encouraged visitors to the Chattahoochee River to have on a personal floatation device suitable for the type of water they are entering.

Whitewater Express President Dan Gilbert came forward to explain that the committee has had two national experts come to evaluate the efforts being taken to promote safety on the river. He stated both experts expressed they had not seen anywhere else in the country that a community came together in such a positive way to try and ensure water safety.

Deputy Fire Chief Ricky Shores (Columbus Fire & EMS) came forward to thank Committee Chair Pam Fair for extending the invite to Columbus Fire & EMS to be a part of the committee. In response to a question asked by a member of Council, he explained the Columbus Fire & EMS Department is tracking all the demographic information on the individuals that are rescued and those that have perished, to include mapping information and what has taking place shortly before these incidents occurred.

REFERRAL(S):**FOR WHITEWATER EXPRESS:**

- Come to Council with information on camps and events so the information can be aired on CCG-TV. *(Request of Councilor Woodson)*

CITY MANAGER'S AGENDA**6. UPDATES AND PRESENTATIONS**

- A. Compensation Pay Plan Update - Mark Holcombe, Evergreen Solutions

Project Manager Mark Holcombe approached the rostrum to provide an update on the Comprehensive Compensation Study that was conducted by Evergreen Solutions. He provided information on the comments and concerns expressed by employees during meetings. He also provided cost information on the recommendations for General Government and Public Safety Employees. *(NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item 6 "A")*

Human Resources Director Reather Hollowell came forward to respond to questions asked by the members of Council regarding differential and specialty pay. She explained this pay will need to be addressed by each department and recommended to the Human Resources Department; then the recommendations will be forwarded to the City Manager for approval. She shared information on the timeline of the plan adoption going forward, to include when employees can expect to see the changes in their pay.

REFERRAL(S):**FOR HUMAN RESOURCES DIRECTOR:**

- Inform department heads that they need to address differential and specialty pay with the Human Resources Department. *(Request of Councilor Woodson)*

CITY ATTORNEY’S AGENDA

ORDINANCES

1. **1st Reading-** An ordinance providing for the demolition of various structures located at: 1) **81 Lafayette Drive** (Crawford B. Smith Jr., Owner); 2) **776 Terminal Court** (Jonnie L. General, Owner); 3) **920 Diggs Avenue** (Walter S. Bland, Owner); 4) **3025 Bonanza Drive** (Peter J. Wheeler, Owner); 5) **2317 Forsyth Street** (Jeraquis Chaney, Owner); 6) **2059 Mason Street** (Garnet Funds Group LLC, Owner); 7) **2410 Schaul Street** (T. Marie Enterprises INC, Owner); 8) **6035 Mill Branch Road** (John Moore, Owner); 9) **1065 Martin Luther King Blvd** (William Mott, Owner); 10) **1530 Hunt Avenue** (Gerald L. Miley, Owner) (Mayor Pro-Tem)

Inspections & Code Director Ryan Pruett approached the rostrum to present information on various properties on the demolition list and answer questions asked by the members of Council.

Mr. Jonnie General (Owner of 776 Terminal Court) came forward to provide information on how he acquired the property and the various situations that have caused a delay in the repairs to the structure on the property. He requested extra time to make improvements to the structure. The members of Council informed Mr. General to continue working on improving the property and to make Director Pruett aware of his progress, but the property would stay on the demolition list as have other properties in the past to be consistent.

2. **1st Reading-** An ordinance amending Article VII of Chapter 13 of the Columbus Code to revise provisions concerning junked motor vehicles; and for other purposes. (Councilor Barnes)

Inspections & Code Director Ryan Pruett approached the rostrum to provide a presentation on the proposed ordinance regarding junk motor vehicles.

CITY MANAGER'S AGENDA (continued)

1. **Street Acceptance – Thoreau Court located in Phase Two, Walden Pond**

Resolution (191-22): A resolution of the Council of Columbus, Georgia, authorizing the acceptance of a deed to Thoreau Court located in Phase Two, Walden Pond, on behalf of Columbus, Georgia. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

2. **Georgia Statewide Afterschool Network BOOST Grant Summer 2022. “Building Opportunities for Out of School Time”**

Resolution (192-22): A resolution authorizing the City to apply for the After School Boost Grant and, if awarded, accept the monies granted by the Georgia Statewide Afterschool Program Network “Building Opportunities for Out of School Time” Summer Boost Grant. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the ten members present.

3. U.S. Department of Justice FY22 Edward Byrne Memorial Justice Assistance Grant

Resolution (193-22): A resolution authorizing the City Manager or his designee to submit an application for, and if awarded, accept a 2022 Edward Byrne Memorial Justice Assistance Grant from the U.S. Department of Justice in the amount of \$74,900, or as otherwise awarded, with no local match requirement, to amend the Multi-Governmental Fund by the amount of the award, and to allocate the amount awarded to the eligible city departments to be determined later for law enforcement, prosecution and court programs supported by the grant. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the ten members present.

4. State Criminal Alien Assistance Program grant application

Resolution (194-22): A resolution authorizing the City Manager, the Mayor, or their designee to submit and accept, if awarded, the Fiscal Year 2023 State Criminal Alien Assistance Program (SCAAP) Funding from the U.S. Department of Justice, in the amount of \$58,300.00 or as otherwise awarded, with no local match required, and amend the SCAAP Budget by the amount awarded. Councilor Woodson made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

5. PURCHASES

A. Lot Clearing and Solid Waste Removal (Annual Contract) – RFP No. 22-0023

Resolution (195-22): A resolution authorizing the execution of an annual contract with Express Pressure Washing, LLC (McDonough, GA), as the primary contractor, and Both Farms, LLC (West Point, GA) and Elite Tree Service, Inc. (Columbus, GA), as the secondary contractors, to provide lot clearing and solid waste removal, on an “as needed” basis. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

B. Roofing Services at Metra Lower Maintenance Shop – RFB No. 22-0041

Resolution (196-22): A resolution authorizing the execution of a contract with Dusty Greer Roofing, Inc. (Winder, GA) in the amount of \$319,700.00 for roofing services at the Lower Maintenance Shop at Metra Transit System. The unit prices for any unforeseen work will be \$3.00 per board foot to replace deteriorated wood blocking and nailers, \$200.00 each for new retrofit drains at existing drains, and \$11.00 per square foot to replace cementitious wood fiber deck. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

C. Vending Machine Services (Annual Contract) – RFP No. 22-0007

Resolution (197-22): A resolution authorizing the execution of a contract with Five Star Food Services, Inc. (Chattanooga, TN), to provide vending machine services for various city locations. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

D. Real Estate Appraisal Services (Annual Contract) – RFP No. 22-0017

Resolution (198-22): A resolution authorizing the execution of annual contracts for real estate appraisal services, on an “as needed basis”, with Norris Appraisal Group, LLC (Cataula, GA), primary contractor, and Carter-Hazel & Associates, Inc. (Ellenwood, GA), secondary contractor, for Option 1: Community Reinvestment; as well as Norris Appraisal Group, LLC (Cataula, GA), primary contractor, and CBRE, Inc. – Valuation & Advisory Services (Atlanta, GA), secondary contractor, for Option 2: right-of-way. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

E. Taser and Accessories Master Services and Purchasing Agreement for Muscogee County Prison

Resolution (199-22): A resolution authorizing the master services and purchasing agreement for tasers and accessories from Axon Enterprises Inc., (Scottsdale, AZ), in the total amount of \$72,000.00. The agreement will cover sixty (60) months form December 1, 2022 – November 30, 2027, with annual payments of \$14,400.00. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

F. Amendment 3 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002

Resolution (200-22): A resolution authorizing the execution of Amendment 3 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., in the amount of \$19,288,390.37. The total guaranteed maximum price for renovations to the New City Hall Facility will be \$23,500,000.00. Additionally, authorization is requested to execute any additional amendments not to exceed the remaining funding available in the bond issue. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the ten members present.

WALLETHUB BEST-RUN CITIES IN AMERICA

City Manager Isaiah Hugley explained that Columbus, Georgia ranked as number twenty-six out of one hundred fifty best-run cities in America on WalletHub.com. He encouraged citizens to go to the website to see the list and the information on how cities are ranked.

6. UPDATES AND PRESENTATIONS

A. Compensation Pay Plan Update - Mark Holcombe, Evergreen Solutions

(NOTE: This update, as provided by Evergreen Solutions Project Manager Mark Holcombe, was called upon earlier in the meeting during the Mayor’s Agenda.)

B. Animal Care and Control Contract Update (Add-On) - Lisa Goodwin, Deputy City Manager

Deputy City Manager Lisa Goodwin approached the rostrum to provide a presentation on moving animal care and control services to PAWS Humane Society; since, they are now under new leadership. She explained the contract timeline, with the negotiations continuing until August 8th, bringing a

recommendation to Council for a vote on August 30th, and turning control over to PAWS on January 1, 2023.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide information on the business model before approval of contract. (*Request of Councilor Davis*)
- Provide information on who is responsible since PAWS reports to a board. (*Request of Mayor Pro Tem Allen*)
- Provide information on contract renewal timeline. (*Request of Mayor Pro Tem Allen*)
- Make the agreement easily cancelled for the City of Columbus if services are not provided as expected. (*Request of Mayor Pro Tem Allen*)

BID ADVERTISEMENT

July 29, 2022

1. Real and Personal Property Mail/Processing (Annual Contract) – RFP No. 22-0028
Scope of RFP

Columbus Consolidated Government is seeking proposals from qualified vendors to provide printing and mailing services to the Muscogee County Board of Tax Assessors and Tax Commissioner's Office. The required services shall include Real Property Tax Matter Notices, Personal Property Tax Matter Notices, Personal Property returns, Real, Personal, & Mobile Home Property Tax Bills, and Real, Personal, & Mobile Home Property Tax Delinquent Notices.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

August 12, 2022

1. Naming Rights Consulting Services – RFP No. 22-0031
Scope of RFP

Columbus Consolidated Government invites qualified consultants to submit proposals to provide a valuation study and assist or in whole find a sponsor for naming rights at the Columbus Civic Center and Ice Rink.

2. Design and Construction Services for Shirley B. Winston, Rigdon Park, and Psalmond Road Pools – RFP No. 23-0001
Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage a Design-Builder to design and construct new in-ground pools at three existing park locations throughout the City.

Each project location will include modifications to the existing pool location including necessary demolition, renovation of existing structures, and installation of new pool structure and equipment. The selected Design-Builder will be responsible for all programming, design, and construction.

August 24, 2022

1. US 80/SR 22/Beaver Run Road at Psalmond Road Intersection Improvements – RFB No. 23-0004
Scope of Bid

Provide improvements to the intersection of Beaver Run Road and Psalmound Road. The work includes but is not limited to grading, resurfacing, pavement marking, median, curbs & gutters, sidewalks, landscaping & erosion control, and traffic lighting & signs.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. Email Correspondence from Mr. John Renfroe- Principal Planner advising of a vacancy on the Planning Advisory Commission due to Mr. Raul Esteras-Palos no longer being a resident of Muscogee County. Councilor Woodson made a motion to declare the seat as vacant, seconded by Councilor House and carried unanimously by the ten members present. Councilor Woodson then nominated Dr. Walter Taylor, Councilor Crabb nominated Christopher Phillips, and Councilor House nominated Dr. Rocky Marsh to fill the unexpired term of Raul Esteras-Palos on the Planning Advisory Commission (PAC).
2. Honorary Designation Application from Lillian Henderson for street signage on Adair Avenue in honor of Rev. Benjamin F. McGruder, Jr. *(The Council may vote to send to Board of Honor.)* Mayor Pro Tem Allen made a motion to forward the honorary designation application to the Board of Honor for consideration, seconded by Councilor Huff and carried unanimously by the ten members present.
3. Honorary Designation Application from Tony Thornton for street signage on 35th Street in honor of Ronnie Duckworth, Sr. *(The Council may vote to send to Board of Honor.)* Councilor Woodson made a motion to forward the honorary designation application to the Board of Honor for consideration, seconded by Councilor Huff and carried unanimously by the ten members present.

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

457 Deferred Compensation Board, May 12, 2022

Board of Tax Assessors, #21-22

Development Authority, February 10, March 3 and April 7, 2022

Employees' Pension Fund, Board of Trustees, January 12, February 9 and March 9, 2022

Uptown Facade Board, June 15, 2022

Mayor Pro Tem Allen made a motion to receive the minutes of various boards, seconded by Councilor Woodson and carried unanimously by the ten members present.

BOARD APPOINTMENTS - ACTION REQUESTED

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

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

A nominee for the seat of Akear Mewborn (*Does not desire reappointment*) for a term that expired on March 1, 2022, on the Commission on International Relations & Cultural Liaison Encounters (*Mayor's Appointment*). There were none.

B. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

A nominee for the seat of Renee McAneny (*Currently serving on another board*) as the Retired City Employee Representative for a term that expired on June 30, 2022, on the Pension Fund, Employees' Board of Trustees (*Mayor's Appointment*). There were none.

6. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

A. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (C.I.R.C.L.E): Ms. Mattie Hall was nominated to succeed Mr. Harry Underwood. (*Councilor Tucker's nominee*) Term expires: March 1, 2026. Councilor Tucker made a motion to confirm the appointment of Mattie Hall to succeed Harry Underwood on the Commission on International Relations & Cultural Liaison Encounters (CIRCLE), seconded by Councilor Woodson and carried unanimously by the ten members present.

B. VALLEY PARTNERSHIP JOINT DEVELOPMENT AUTHORITY: Mr. Herman Lewis was nominated to fill the unexpired term of the late Mr. Gary Jones. (*Mayor Pro Tem Allen's nominee*) Term expires: June 30, 2023. Mayor Pro Tem Allen made a motion to confirm the appointment of Herman Lewis to fill the unexpired term of the late Gary Jones on the Valley Partnership Joint Development Authority, seconded by Councilor Woodson and carried unanimously by the ten members present.

7. COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. PUBLIC SAFETY ADVISORY COMMISSION:

A nominee for the seat of Friar Noel Danielewicz (*Seat Declared Vacant*) as the District 3 Representative for a term that expires on October 31, 2022, on the Public Safety Advisory Commission (*Council District 3- Huff*). There were none.

8. COUNCIL'S CONFIRMATION- ORGANIZATION / AGENCY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

A. HISTORIC & ARCHITECTURAL REVIEW BOARD:

A nominee for the seat of Robert Anderson (*Resigned*) for a term that expires on January 31, 2024, as the Liberty Cultural Center Representative on the Historic & Architectural Review Board (*Council's Confirmation*). The Liberty Cultural Center is nominating Rev. Curtis West to fill the unexpired term of Mr. Robert Anderson. Councilor Woodson made a motion to confirm the appointment of Reverend Curtis West to fill the unexpired term of Robert Anderson as the Liberty Cultural Center Representative on the Historic & Architectural Review Board (BHAR), seconded by Councilor House and carried unanimously by the ten members present.

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

A. BOARD OF HONOR:

A nominee for the seat of Bob Hydrick (*passed away*) for a term that expires on October 31, 2022, on the Board of Honor (*Council's Appointment*). All of the members serving on this board must be former elected official of Muscogee County. There were none.

B. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (CIRCLE):

A nominee for the seat of Rose Spencer (*Not Eligible to serve another term*) for a term that expired on March 1, 2021, on the Commission on International Relations & Cultural Liaison Encounters (*Council's Appointment*). There were none.

A nominee for the seat of SarahAnn Arcila (*Resigned*) for a term that expired on March 1, 2024, on the Commission on International Relations & Cultural Liaison Encounters (*Council's Appointment*). There were none.

C. COOPERATIVE EXTENSION ADVISORY BOARD:

A nominee for the seat of Margaret Higdon (*Does not desire reappointment*) for a term that expired on December 31, 2021, on the Cooperative Extension Advisory Board (*Council's Appointment*). There were none.

D. PERSONNEL REVIEW BOARD:

A nominee for the seat of Darlene Small (*Not Eligible to succeed*) as Alternate Member 3 for a term that expired on December 31, 2021, on the Personnel Review Board (*Council's Appointment*). There were none.

A nominee for the seat of Dr. Shanita Pettaway (*Resigned*) as Alternate Member 5 for a term that expires on December 31, 2022, on the Personnel Review Board (*Council's Appointment*). There were none.

E. RETIREES' HEALTH BENEFITS COMMITTEE:

A nominee for the seat of Esther Radcliff (*Does not desire reappointment*) for a term that expired on June 30, 2022, on the Retirees' Health Benefits Committee (*Council's Appointment*). There were none.

F. TREE BOARD:

A nominee for the seat of Chris Henson (*Does not desire reappointment*) for a term that expired on July 1, 2022, as the Environmental Advocacy Representative on the Tree Board (*Council's Appointment*). There were none.

A nominee for the seat of Troy Keller (*Not eligible to succeed*) for a term that expired on December 31, 2020, as the Educator Representative on the Tree Board (*Council's Appointment*). There were none.

A nominee for the seat of Frank Tommey (*Not eligible to succeed*) for a term that expired on December 31, 2020, as the Residential Development Representative on the Tree Board (*Council's Appointment*). There were none.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Garrett to adjourn the July 26, 2022 Regular Council Meeting, seconded by Councilor Woodson and carried unanimously by the ten members present, with the time being 8:12 p.m.

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

File Attachments for Item:

1. 2nd Reading- An ordinance providing for the demolition of various structures located at:

1) **81 Lafayette Drive** (Crawford B. Smith Jr., Owner); 2) **776 Terminal Court** (Jonnie L. General, Owner); 3) **920 Diggs Avenue** (Walter S. Bland, Owner); 4) **3025 Bonanza Drive** (Peter J. Wheeler, Owner); 5) **2317 Forsyth Street** (Jeraquis Chaney, Owner); 6) **2059 Mason Street** (Garnet Funds Group LLC, Owner); 7) **2410 Schaul Street** (T. Marie Enterprises INC, Owner); 8) **6035 Mill Branch Road** (John Moore, Owner); 9) **1065 Martin Luther King Blvd** (William Mott, Owner); 10) **1530 Hunt Avenue** (Gerald L. Miley, Owner) (Mayor Pro-Tem)

AN ORDINANCE

NO.

An ordinance providing for the demolition of various structures located at:

- 1) 81 Lafayette Drive (Crawford B. Smith Jr., Owner)
- 2) 776 Terminal Court (Jonnie L. General, Owner)
- 3) 920 Diggs Avenue (Walter S. Bland, Owner)
- 4) 3025 Bonanza Drive (Peter J. Wheeler, Owner)
- 5) 2317 Forsyth Street (Jeraquis Chaney, Owner)
- 6) 2059 Mason Street (Garnet Funds Group LLC, Owner)
- 7) 2410 Schaul Street (T. Marie Enterprises INC, Owner)
- 8) 6035 Mill Branch Road (John Moore, Owner)
- 9) 1065 Martin Luther King Blvd (William Mott, Owner)
- 10) 1530 Hunt Avenue (Gerald L. Miley, Owner)

and for demolition services for the Inspections and Code Department in accordance with the Tabulation of Bid sheet attached as Exhibit "A" hereto.

WHEREAS, Section 8-81 through 8-90 of the Columbus Code specifies the procedure and requirements for removal of buildings unsafe or unfit for human habitation;

WHEREAS, these provisions and requirements have been and are fully complied with on the property listed below;

WHEREAS, administrative implementation instructions pertaining to this Ordinance are on file in the Finance Department, Accounting Division, the Inspections and Code Department, the Clerk of Council's Office, and the City Manager's Office;

WHEREAS, W.T. Miller is the contractor for the demolition of all structures located at:

- 1) 81 Lafayette Drive (Crawford B. Smith Jr., Owner)
- 2) 776 Terminal Court (Jonnie L. General, Owner)
- 3) 920 Diggs Avenue (Walter S. Bland, Owner)
- 4) 3025 Bonanza Drive (Peter J. Wheeler, Owner)
- 5) 2317 Forsyth Street (Jeraquis Chaney, Owner)
- 6) 2059 Mason Street (Garnet Funds Group LLC, Owner)
- 7) 2410 Schaul Street (T. Marie Enterprises INC, Owner)
- 8) 6035 Mill Branch Road (John Moore, Owner)
- 9) 1065 Martin Luther King Blvd (William Mott, Owner)
- 10) 1530 Hunt Avenue (Gerald L. Miley, Owner)

in the total amount of **\$177,372.30** for demolition services; and

WHEREAS, funds are budgeted in the FY23 Budget, Community Development Block Grant-Neighborhood Redevelopment-Site Improvements. (Demolitions under City contracts are funded by the Community Development Block Grant Program (CDBG) and the General Fund (0101-240-2200-6381).

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

SECTION 1.

After adoption and approval of this Ordinance and compliance with such required procedures, including the notices and hearing set forth, the demolition of the structures listed above, and for total costs listed above, in accordance with Sections 8-81 through 8-90 of the Columbus Code, is hereby authorized.

SECTION 2.

After validation by signature of duly appointed officials, the City's Chief Accountant shall cause the assessments to be entered in the Demolition Lien Book located in the Office of the Clerk of Superior Court.

SECTION 3.

A copy of this Ordinance shall be mailed to each property owner immediately after entry with a noted date, page, and line number of the Demolition Lie

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 26th day of July, 20223; introduced a second time at a regular meeting of said council held on the 9th day of August 2023 and adopted at said meeting by the affirmation 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 Tucker	voting	_____
Councilor Woodson	voting	_____

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

July 2022 Demolition Bid Tabulation Sheet

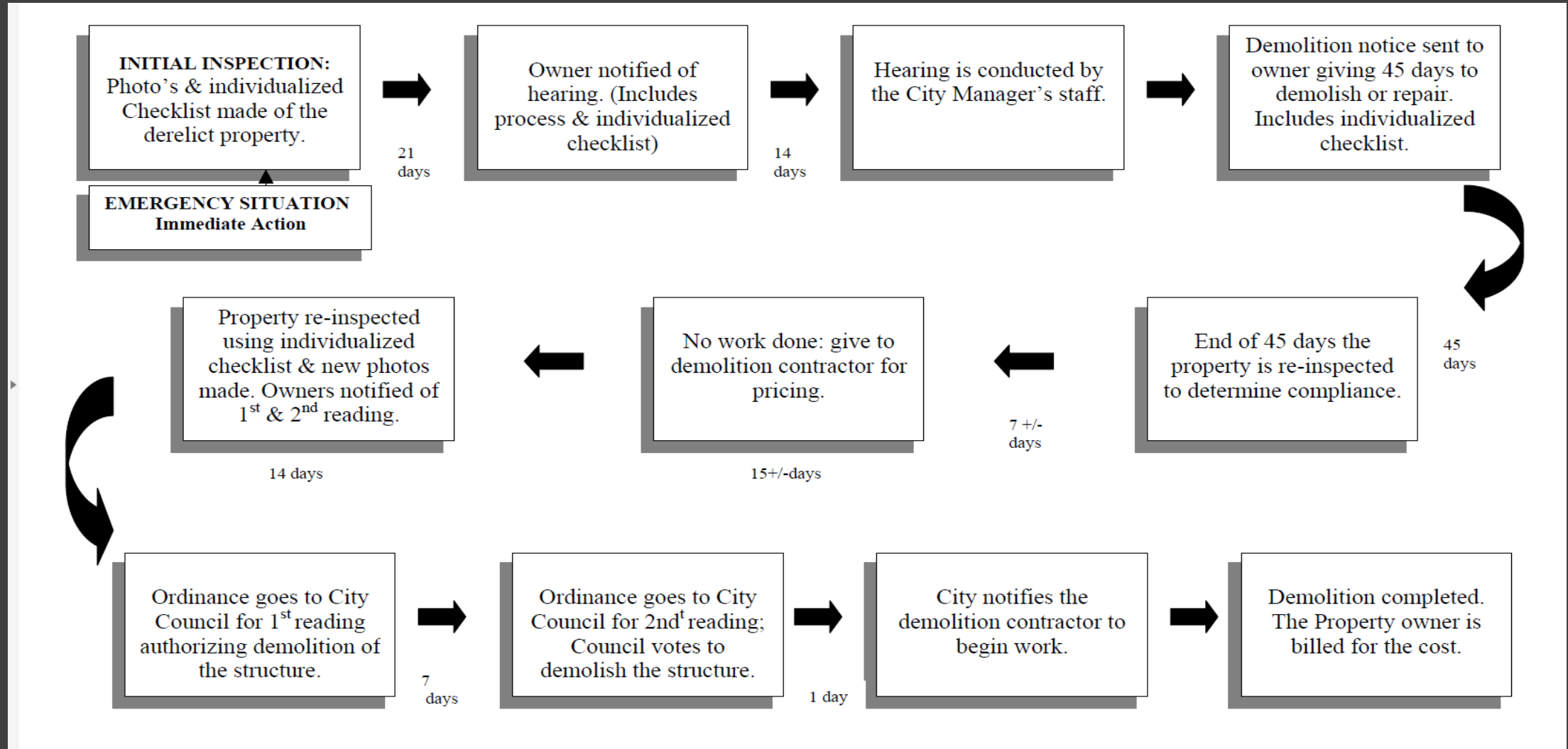
Property	Demolition Amount
1) 81 Lafayette Drive (Crawford B. Smith Jr., Owner)	\$8,942.50
2) 776 Terminal Court (Jonnie L. General, Owner)	\$47,422.30
3) 920 Diggs Avenue (Walter S. Bland, Owner)	\$11,858.00
4) 3025 Bonanza Drive (Peter J. Wheeler, Owner)	\$9,683.90
5) 2317 Forsyth Street (Jeraquis Chaney, Owner)	\$4,572.60
6) 2059 Mason Street (Ganet Funds Group LLC, Owner)	\$13,353.70
7) 2410 Schaul Street (T. Marie Enterprises INC, Owner)	\$19,295.10
8) 6035 Mill Branch Road (John Moore, Owner)	\$25,817.40
9) 1065 Martin Luther King Blvd (William Mott, Owner)	\$19,811.50
10) 1530 Hunt Avenue (Gerald L. Miley, Owner)	\$16,615.30
TOTAL	\$177,372.30



INSPECTIONS & CODE DEPARTMENT

Demolition Properties

Demolition Process



Tabulation Bid Sheet – WT Miller July 2022

Proposed
Properties to
be Demolished

July 2022 Demolition Bid Tabulation Sheet	
Property	Demolition Amount
1) 81 Lafayette Drive (Crawford B. Smith Jr., Owner)	\$8,942.50
2) 776 Terminal Court (Jonnie L. General, Owner)	\$47,422.30
3) 920 Diggs Avenue (Walter S. Bland, Owner)	\$11,858.00
4) 3025 Bonanza Drive (Peter J. Wheeler, Owner)	\$9,683.90
5) 2317 Forsyth Street (Jeraquis Chaney, Owner)	\$4,572.60
6) 2059 Mason Street (Garnet Furnds Group LLC, Owner)	\$13,353.70
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9) 1065 Martin Luther King Blvd (William Mott, Owner)	\$19,811.50
10) 1530 Hunt Avenue (Gerald L. Miley, Owner)	\$16,615.30
TOTAL	\$177,372.30

81 Lafayette Drive (Crawford B. Smith Jr., Owner)



776 Terminal Court (Jonnie L. General, Owner)



920 Diggs Avenue (Walter S. Bland, Owner)



3025 Bonanza Drive (Peter J. Wheeler, Owner)



2317 Forsyth Street (Jeraquis Chaney, Owner)



2059 Mason Street (Garnet Funds Group LLC, Owner)



2410 Schaul Street (T. Marie Enterprises INC, Owner)



6035 Mill Branch Road (John Moore, Owner)



1065 Martin Luther King Blvd (William Mott, Owner)



1530 Hunt Avenue (Gerald L. Miley, Owner)





INSPECTIONS & CODE DEPARTMENT

Questions?

File Attachments for Item:

2. 2nd Reading- An Ordinance amending Article VII of Chapter 13 of the Columbus Code to revise provisions concerning junked motor vehicles; and for other purposes. (as amended)(Councilor Barnes)

AN ORDINANCE
NO. _____

An Ordinance amending Article VII of Chapter 13 of the Columbus Code to revise provisions concerning junked motor vehicles; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:

SECTION 1.

Section 13-167.1 of the Columbus code is hereby amended by striking paragraph (13) and inserting a Section 13-167.1(13) to read as follows:

“(13) *Junked motorized vehicles* shall mean any automobile, truck, or other motorized vehicle which meets any one of the following conditions: is no longer operative; has no current license tag or state certificate of registration; is missing some critical part such as, but not limited to, wheels, engine, transmission, chassis, windshields or headlights; has flat tires; overgrown with vegetation; unknown ownership.”

SECTION 2.

Section 13-167.7 B of the Columbus Code is hereby struck in its entirety and replaced with a new Section 13-167.7 B to read as follows:

“ Sec. 13-167.7. - Unauthorized accumulation, disposal, removal of solid waste and junk and establishment of rules and regulations, governing vehicle wrecking, salvage, junk, scrap, storage yards, and repair shops.

(B) *Junked motorized vehicles:*

- (1) Those vehicles meeting any one of the following conditions shall be deemed to be an unauthorized accumulation of solid waste:
 - (a) Not having a current license tag or a state certificate of registration;
 - (b) Missing some critical part such as, but not limited to, wheels, engine, transmission, or chassis;
 - (c) Having unknown ownership;
 - (d) Overgrown with vegetation;
 - (e) The junk motorized vehicle is the subject of a signed written complaint from responsible adults residing on or owning two separate properties having direct view of the vehicle from their premises who agree to testify in court;

- (f) No longer operational;
 - (g) Has flat tires.
- (2) Exempted from the provisions shall be:
- (a) Vehicles that are located in an enclosed building or on properties which are zoned commercial and screened properly from public view in accordance with the fencing requirement in section 13-167.1 (29).
 - (b) On each residential parcel no more than one vehicle that is in the process of restoration for which an antique motor vehicle tag has been obtained from the State of Georgia will be allowed..
- (3) It shall be unlawful for the occupant of any lot in the city, or owner of any lot in the city, or agent or representative of any such occupant or owner, to permit or maintain on such lot any junked motorized vehicle.
- (4) When any junked motor vehicle is thus stored, parked or left on any public property, vacant lot, private property, or premises within Muscogee County notice shall be served personally or by certified U.S. Mail by the authorized official designated by the City Manager, to the owner or person in charge of the property or premises, with an additional notice posted on the vehicle to remove, store or dispose of the vehicle within thirty (30) calendar days from the date of the notice for private property and seven (7) calendar days for public property.
- (5) If, at the expiration of the applicable period as above provided after the posting of the aforesaid notice, said junked motor vehicle has not been removed from the public street, road or highway or other public or private real property upon which it has remained for said period, the authorized official designated by the City Manager shall cause the same to be removed for disposal. Provided that, in the case of vehicles left on private property (owned by the vehicle's owner or with permission of the owner of such property), the vehicle shall not be removed except by an abatement order obtained through the Recorder's Court in accordance with the procedures set forth in Section 13-117 of the Columbus Code. Upon the removal of any junked motor vehicle, it shall be placed in an impounding area for a period of not less than 30 calendar days, which shall be referred to as the "holding period" for said junked motor vehicle. While being retained within the impounding area for said holding period, no person shall willfully remove any part therefrom nor cause any damage thereto.
- (6) At any time prior to the expiration of the holding period as above specified the owner of said junked motor vehicle, upon showing satisfactory evidence of ownership, may claim and take possession of said vehicle by making payment of such towing and storage charges as may have been incurred at said time in such amount(s) and in accordance with any requirements of the city manager and/or any contract executed by the city.
- (7) Subsequent to the removal of any junked motor vehicle and the placing of the same in an impounding area, the owner of the vehicle shall be notified of its removal, impounding and right of reclamation as above provided, providing that the name and address of the owner of said vehicle may be determined with reasonable diligence. Notice to the party entitled to receive notice may be given by placing a copy of the same in the United States mail addressed to the party entitled to receive notice with adequate postage thereon and shall be sent by certified mail to the addressee only with a return receipt within five calendar days after ascertaining the owner of such vehicle. If the notice is unclaimed or returned, no further mail notice shall be required. Any

certified mail which is "refused" shall be deemed to have been delivered. If the notice is unclaimed or returned, the following provisions pertaining to a published notice shall be performed, but the name of the owner shall be specified in the notice rather than reference to "unknown" owner, and the owner shall be stated to have an "unknown address." Whenever the name of more than one owner, as defined above, is determined, each owner shall be entitled to notice pursuant to this subsection. Whenever it is impossible to determine the name or address of any party entitled to receive notice, notice shall be given to said party as an "unknown" owner or as an owner at an "unknown address" by publishing notice in a newspaper of general circulation within the city once a week for two consecutive weeks during the holding period as above specified. This notice shall contain information, to the extent it is available at the time of effecting said notice, specifying the vehicle serial number or manufacturer's identification number; the vehicle license number; the vehicle make, year and model; the location of the vehicle at the time of its removal; the location of the impounding area where the vehicle is being stored; the name and address of the party who is believed to be the present or last owner from such information as has been ascertained or, if none, then the owner will be stated to be "unknown"; the name and address of the party having custody over the impounding area; the date of expiration of the holding period for said vehicle; and the right of the owner to reclaim said vehicle.

- (8) Subsequent to the expiration of the holding period as above specified, the junked motor vehicle may be sold, destroyed, dismantled, or otherwise disposed of at public or private sale by the city employees designated by the city manager to so act or a third party with whom the city has contracted to so act, provided that said junked motor vehicle has not been claimed by its owner as provided herein.
- (9) The city manager shall cause records to be made and maintained which reasonably specify the identity of each junked motor vehicle, its owner, its location prior to removal, its date of removal, the party removing and impounding the same, the date and manner of its disposal, procedures to notify the owner and a copy of any notices given pursuant to this chapter, and such additional items as may be required by the city manager. Such records shall be preserved for not less than two years from the date of impounding of any junked motor vehicle and shall be made available for examination by any owner of such vehicle which has been removed pursuant to this chapter.
- (10) Violators of this subsection B pertaining to junked vehicles shall be punished as follows:
 - (a) Upon conviction, guilty plea or bond forfeiture for a first offense within a 30-day period, a fine of \$500.00 shall be imposed by the Recorder.
 - (b) Upon conviction, guilty plea or bond forfeiture for a second offense within a 30-day period, a fine of \$750.00 shall be imposed by the Recorder.
 - (c) Upon conviction, guilty plea or bond forfeiture for a third offense within a 30-day period, a fine of \$1,000.00 shall be imposed by the Recorder.
 - (d) Upon conviction, guilty plea or bond forfeiture for a fourth or subsequent offense within a 30-day period, a fine of \$1,000.00 shall be imposed by the Recorder along with a minimum jail sentence of ten days.

SECTION 3.

Section E of Columbus Code Section 167.7-*Removal of abandoned and junked motorized vehicles* is hereby deleted in its entirety.

SECTION 4.

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

First introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of July 2022, and introduced as amended on second reading at a regular meeting of said Council held on the ____ day of _____, 2022 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 Tucker	voting	_____
Councilor Woodson	voting	_____

Sandra T. Davis

Clerk of Council

B.H. "Skip" Henderson, III

Mayor

AN ORDINANCE
NO. _____

An Ordinance amending Article VII of Chapter 13 of the Columbus Code to revise provisions concerning junked motor vehicles; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:

SECTION 1.

Section 13-167.1 of the Columbus code is hereby amended by striking paragraph (13) and inserting a Section 13-167.1(13) to read as follows:

“(13) *Junked motorized vehicles* shall mean any automobile, truck, or other motorized vehicle which meets any one of the following conditions: is no longer operative; has no current license tag or state certificate of registration; is missing some critical part such as, but not limited to, wheels, engine, transmission, chassis, windshields or headlights; has flat tires; overgrown with vegetation; unknown ownership.”

SECTION 2.

Section 13-167.7 B of the Columbus Code is hereby struck in its entirety and replaced with a new Section 13-167.7 B to read as follows:

“ Sec. 13-167.7. - Unauthorized accumulation, disposal, removal of solid waste and junk and establishment of rules and regulations, governing vehicle wrecking, salvage, junk, scrap, storage yards, and repair shops.

(B) *Junked motorized vehicles:*

- (1) Those vehicles meeting any one of the following conditions shall be deemed to be an unauthorized accumulation of solid waste:
 - (a) Not having a current license tag or a state certificate of registration;
 - (b) Missing some critical part such as, but not limited to, wheels, engine, transmission, or chassis;
 - (c) Having unknown ownership;
 - (d) Overgrown with vegetation;
 - (e) The junk motorized vehicle is the subject of a signed written complaint from responsible adults residing on or owning two separate properties having direct view of the vehicle from their premises who agree to testify in court;

- (f) No longer operational;
 - (g) Has flat tires.
- (2) Exempted from the provisions shall be:
- (a) Vehicles that are located in an enclosed building or on properties which are zoned commercial and screened properly from public view in accordance with the fencing requirement in section 13-167.1 (29).
 - (b) *Reserved.*
- (3) It shall be unlawful for the occupant of any lot in the city, or owner of any lot in the city, or agent or representative of any such occupant or owner, to permit or maintain on such lot any junked motorized vehicle.
- (4) When any junked motor vehicle is thus stored, parked or left on any public property, vacant lot, private property, or premises within Muscogee County notice shall be served personally or by certified U.S. Mail by the authorized official designated by the City Manager, to the owner or person in charge of the property or premises, with an additional notice posted on the vehicle to remove, store or dispose of the vehicle within thirty (30) calendar days from the date of the notice for private property and seven (7) calendar days for public property.
- (5) If, at the expiration of the applicable period as above provided after the posting of the aforesaid notice, said junked motor vehicle has not been removed from the public street, road or highway or other public or private real property upon which it has remained for said period, the authorized official designated by the City Manager shall cause the same to be removed for disposal. Provided that, in the case of vehicles left on private property (owned by the vehicle's owner or with permission of the owner of such property), the vehicle shall not be removed except by an abatement order obtained through the Recorder's Court in accordance with the procedures set forth in Section 13-117 of the Columbus Code. Upon the removal of any junked motor vehicle, it shall be placed in an impounding area for a period of not less than 30 calendar days, which shall be referred to as the "holding period" for said junked motor vehicle. While being retained within the impounding area for said holding period, no person shall willfully remove any part therefrom nor cause any damage thereto.
- (6) At any time prior to the expiration of the holding period as above specified the owner of said junked motor vehicle, upon showing satisfactory evidence of ownership, may claim and take possession of said vehicle by making payment of such towing and storage charges as may have been incurred at said time in such amount(s) and in accordance with any requirements of the city manager and/or any contract executed by the city.
- (7) Subsequent to the removal of any junked motor vehicle and the placing of the same in an impounding area, the owner of the vehicle shall be notified of its removal, impounding and right of reclamation as above provided, providing that the name and address of the owner of said vehicle may be determined with reasonable diligence. Notice to the party entitled to receive notice may be given by placing a copy of the same in the United States mail addressed to the party entitled to receive notice with adequate postage thereon and shall be sent by certified mail to the addressee only with a return receipt within five calendar days after ascertaining the owner of such vehicle. If the notice is unclaimed or returned, no further mail notice shall be required. Any certified mail which is "refused" shall be deemed to have been delivered. If the notice is unclaimed or returned, the following provisions pertaining to a published notice shall be performed, but the

name of the owner shall be specified in the notice rather than reference to "unknown" owner, and the owner shall be stated to have an "unknown address." Whenever the name of more than one owner, as defined above, is determined, each owner shall be entitled to notice pursuant to this subsection. Whenever it is impossible to determine the name or address of any party entitled to receive notice, notice shall be given to said party as an "unknown" owner or as an owner at an "unknown address" by publishing notice in a newspaper of general circulation within the city once a week for two consecutive weeks during the holding period as above specified. This notice shall contain information, to the extent it is available at the time of effecting said notice, specifying the vehicle serial number or manufacturer's identification number; the vehicle license number; the vehicle make, year and model; the location of the vehicle at the time of its removal; the location of the impounding area where the vehicle is being stored; the name and address of the party who is believed to be the present or last owner from such information as has been ascertained or, if none, then the owner will be stated to be "unknown"; the name and address of the party having custody over the impounding area; the date of expiration of the holding period for said vehicle; and the right of the owner to reclaim said vehicle.

- (8) Subsequent to the expiration of the holding period as above specified, the junked motor vehicle may be sold, destroyed, dismantled, or otherwise disposed of at public or private sale by the city employees designated by the city manager to so act or a third party with whom the city has contracted to so act, provided that said junked motor vehicle has not been claimed by its owner as provided herein.
- (9) The city manager shall cause records to be made and maintained which reasonably specify the identity of each junked motor vehicle, its owner, its location prior to removal, its date of removal, the party removing and impounding the same, the date and manner of its disposal, procedures to notify the owner and a copy of any notices given pursuant to this chapter, and such additional items as may be required by the city manager. Such records shall be preserved for not less than two years from the date of impounding of any junked motor vehicle and shall be made available for examination by any owner of such vehicle which has been removed pursuant to this chapter.
- (10) Violators of this subsection B pertaining to junked vehicles shall be punished as follows:
 - (a) Upon conviction, guilty plea or bond forfeiture for a first offense within a 30-day period, a fine of \$500.00 shall be imposed by the Recorder.
 - (b) Upon conviction, guilty plea or bond forfeiture for a second offense within a 30-day period, a fine of \$750.00 shall be imposed by the Recorder.
 - (c) Upon conviction, guilty plea or bond forfeiture for a third offense within a 30-day period, a fine of \$1,000.00 shall be imposed by the Recorder.
 - (d) Upon conviction, guilty plea or bond forfeiture for a fourth or subsequent offense within a 30-day period, a fine of \$1,000.00 shall be imposed by the Recorder along with a minimum jail sentence of ten days.

SECTION 3.

Section E of Columbus Code Section 167.7-*Removal of abandoned and junked motorized vehicles* is hereby deleted in its entirety.

SECTION 4.

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

First introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of July 2022, and introduced on second reading at a regular meeting of said Council held on the ____ day of _____, 2022 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 Tucker	voting	_____
Councilor Woodson	voting	_____

Sandra T. Davis

Clerk of Council

B.H. "Skip" Henderson, III

Mayor



Proposed Junk Vehicle Ordinance Revisions

Proposed Junk Vehicle Ordinance Revisions

- Revise definition of junk vehicle to have one of the following conditions:
 - (a) Not having a current license tag or a state certificate of registration;
 - (b) Missing some critical part such as, but not limited to, wheels, engine, transmission, or chassis;
 - (c) Having unknown ownership;
 - (d) Overgrown with vegetation;
 - (e) The junk motorized vehicle is the subject of a signed written complaint from responsible adults residing on or owning two separate properties having direct view of the vehicle from their premises who agree to testify in court;
 - (f) No longer operational;
 - (g) Has flat tires.

Proposed Junk Vehicle Ordinance Revisions

- Create process to remove junk vehicles from private property similar to processes for weeds and solid waste violations.
 - Prior to removing vehicles from private property, owner will be given 30 days notice via certified mail and a notice will be posted on each vehicle
 - Vehicle will be impounded for an additional 30 days prior to disposal



Questions?

File Attachments for Item:

3. A Resolution of the Council of Columbus, Georgia, declaring its official intent to enter into a second amendment to an intergovernmental contract with the Hospital Authority of Columbus, Georgia ("the "Authority") in order to provide security for the payment of the Authority's proposed Refunding Revenue Anticipation Certificate, Series 2023 (the "Series 2023 Certificate"), the proceeds from which shall be used to refund all or a portion of the Authority's outstanding Revenue Anticipation Certificates, Series 2013; to authorize various officials of Columbus to take such further actions as are necessary relating to the issuance of the Series 2023 Certificate; and for other purposes. (Request of the Hospital Authority of Columbus, Georgia)

RESOLUTION
NO. _____

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE “**COUNCIL**”), DECLARING ITS OFFICIAL INTENT TO ENTER INTO A SECOND AMENDMENT TO INTERGOVERNMENTAL CONTRACT WITH THE HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA (THE “**AUTHORITY**”), IN ACCORDANCE WITH A REQUEST BY THE AUTHORITY ASKING THAT THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (“**COLUMBUS**”), ENTER INTO SUCH SECOND AMENDMENT TO CONTRACT WITH THE AUTHORITY TO PROVIDE SECURITY FOR THE PAYMENT OF THE AUTHORITY’S PROPOSED REFUNDING REVENUE ANTICIPATION CERTIFICATE, SERIES 2023 (THE “**SERIES 2023 CERTIFICATE**”), THE PROCEEDS FROM WHICH SHALL BE USED TO REFUND ALL OR A PORTION OF THE AUTHORITY’S OUSTANDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2013; TO AUTHORIZE THE MAYOR, CITY MANAGER, CITY ATTORNEY, FINANCE DIRECTOR AND OTHER OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY RELATING TO THE ISSUANCE OF THE SERIES 2023 CERTIFICATE; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to the provisions of the Hospital Authorities Law, now codified, as amended, as Article 4 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated (hereinafter sometimes referred to as the “Hospital Authorities Law”), Muscogee County was authorized to establish a hospital authority, and pursuant thereto the governing body of Muscogee County did, by resolution adopted on the 14th day of November, 1967, duly establish the “Hospital Authority of Muscogee County” in accordance with the provisions of the laws of the State of Georgia then in effect; and

WHEREAS, the Article IV. Chapter 6, Section 4-621 of the Columbus, Georgia-New Charter for County-Wide Government (Ga. Laws 1993, p. 4978, at 5006) as amended, in conformity with the prior Charter of Columbus, Ga. Laws 1969, p. 3571, readopted and approved the renaming and designation of the “Hospital Authority of Muscogee County” as the “Hospital Authority of Columbus, Georgia” and authorized the Authority to continue its operation without interruption resulting from the adoption of the Charter; and

WHEREAS, the Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law; and

WHEREAS, the Authority currently operates a health care system consisting of Orchard View Rehabilitation and Skilled Nursing Center, Muscogee Manor and Rehabilitation Center, and the Ridgecrest Rehab and Skilled Nursing Center (collectively, the “**Health Care System**”); and

WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the “**Series 2013**”

Certificates”), in the original aggregate principal amount of \$31,445,000, the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 17, 2013, as amended by a supplemental resolution adopted on February 14, 2013 (together, the “**2013 Resolution**”); and

WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the “**Series 2018 Certificates**”), the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 23, 2018 (the “**2018 Resolution**”); and

WHEREAS, payment of the Series 2013 Certificates, the Series 2018 Certificates and any revenue anticipation certificates of the Authority issued on a parity therewith are secured in accordance with the 2013 Resolution and the 2018 Resolution by the gross revenues of the Health Care System and are further secured under the provisions of an intergovernmental contract dated as of March 1, 2013, as supplemented and amended by a First Amendment to Contract dated as of February 21, 2018 (together, the “**Contract**”) between the Authority and Columbus; and

WHEREAS, in accordance with the provisions of the Contract, the Authority may request that Columbus levy, to the extent necessary, an annual *ad valorem* tax on all taxable property located within the territorial limits of Columbus at a rate not to exceed four mills of the seven mill limit authorized under the Hospital Authorities Law of Georgia, to produce in each year revenues which are sufficient to pay the principal of and interest on the Series 2013 Certificates and the Series 2018 Certificates, and to make additional payments as may be necessary to assure the continued operation, maintenance, and repair of the Health Care System during the term of the Contract; and

WHEREAS, upon the advice of Davenport & Company LLC, as financial advisor (“**Financial Advisor**”) to the Authority and Columbus, the Authority has determined that in order to achieve interest costs savings on the outstanding debt of the Health Care System it may make financial sense to refund and redeem all or a portion of the outstanding Series 2013 Certificates through the issuance of the Authority’s Series 2023 Certificate; and

WHEREAS, in accordance with the Debt Management Policy of Columbus, approved by the Council in July of 2016 (the “**Debt Management Policy**”), current refunding debt issues will be considered if the present value savings exceed 3% of the principal amount of the refunding debt being issued; and

WHEREAS, the Authority has requested that its Financial Advisor send out a request for proposals (the “**RFP**”) to financial institutions to solicit bids for the potential purchase of the Series 2023 Certificate; and

WHEREAS, if a favorable proposal is received, it will be necessary for Columbus to enter into a second amendment to the Contract (the “**Second Amendment to Contract**”) with the Authority in accordance with the Hospital Authorities Law whereby Columbus shall agree to the extent required and to the extent necessary to levy an annual *ad valorem* tax on all taxable property located within the territorial limits of Columbus at a rate not to exceed four mills of the seven mill limit authorized under the Hospital Authorities Law of Georgia, to produce in each year revenues which are sufficient to pay the principal of and interest on any outstanding Series 2013 Certificates, the Series 2018 Certificates, and the Series 2023 Certificate, and to make additional payments within said four mills limitations as may be necessary to assure the continued operation, maintenance, and repair of the Health Care System during the term of the Second Amendment to Contract; and

WHEREAS, the Series 2023 Certificate shall be issued on a parity with any remaining outstanding Series 2013 Certificates and the outstanding Series 2018 Certificates under the terms of a bond resolution and other appropriate documents which shall set forth the terms and conditions upon which such Series 2023 Certificate shall be issued, the revenues pledged to the payment thereof, and other matters relating to the issuance of the Series 2023 Certificate; and

WHEREAS, the Authority has sent a letter to Columbus regarding the potential issuance of the Series 2023 Certificate, a copy of which is attached hereto as Exhibit A, and has requested that the Council declare its official intent to enter into the Second Amendment to Contract and take other actions subject to the preparation and review by the Authority and Columbus of the Second Amendment to Contract and other necessary documents relating to the issuance of the Series 2023 Certificate; and

WHEREAS, payments from Columbus under the provisions of the Second Amendment to Contract shall be pledged as additional security for the payment of the Series 2023 Certificate on a parity with any remaining outstanding Series 2013 Certificates and the outstanding Series 2018 Certificates; and

WHEREAS, it is necessary and proper that the Council authorize its proper officers and agents to take such actions as are necessary in connection with the proposed sale of the Series 2023 Certificate consistent with the intents and purposes of this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Council of Columbus, Georgia, as follows:

1. The Council of Columbus declares its official intent to enter into the Second Amendment to Contract, subject to its Financial Advisor receiving a favorable bid to purchase the Series 2023 Certificate in accordance with the provisions of the Debt Management Policy, and subject to the preparation and review by the Authority and Columbus of the Second

Amendment to Contract and other necessary documents relating to the issuance of the Series 2023 Certificate.

2. The Finance Director and other officers, employees, and agents of Columbus are authorized and directed to provide such financial or other information relating to Columbus as shall be necessary in connection with the preparation of the RFP relating to the Series 2023 Certificate.

3. The Mayor, City Manager, Finance Director, City Attorney, or other officials of Columbus are hereby authorized to take such actions as are necessary consistent with the purposes and intents of this Resolution for the Authority to proceed with the proposed issuance and delivery of the Series 2023 Certificate and to effect the undertakings for which the Series 2023 Certificate are to be issued.

4. The Second Amendment to Contract shall be presented to the Council in final form for approval prior to its execution and delivery by Columbus and the issuance of the Series 2023 Certificate by the Authority.

INTRODUCED at a regular meeting of the Council of Columbus, Georgia, held August 9, 2022, 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 Tucker voting _____.
 Councilor Woodson voting _____.

 Sandra Davis
 Clerk of Council

 B.H. 'Skip' Henderson III
 Mayor

(SEAL)

EXHIBIT A

[Requesting Letter of Hospital Authority]

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 August 9, 2022, a duplicate 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

HAC

Hospital Authority of Columbus, GA

Request Details:

From: Hospital Authority of Columbus Georgia (the "Hospital Authority")
 To: Columbus Consolidated Government (the "City")
 Subject: Potential Refinancing Opportunity

To whom it may concern:

The Hospital Authority of Columbus, Georgia, in conjunction with our and the City's Financial Advisors Davenport & Company LLC, continuously monitors our debt portfolio for potential refinancing opportunities to lower debt service costs. We have preliminarily identified the Series 2013 issuance as a potential refinancing candidate.

In 2013, the Hospital Authority issued \$31.445 million of Revenue Anticipation Certificates which were secured through an intergovernmental agreement in which the City provided its backing. The 2013 Certificates when originally issued, had the industry standard 10-year call (prepayment) feature which is now quickly approaching (July 1, 2023) so we are looking to potentially take advantage of lower interest rates. The bonds we are contemplating refinancing are outlined below.

Series 2013 Certificates				
Maturity Date	Principal	Coupon	Interest	Total
7/1/2022	\$1,340,000	5.00%	\$1,027,450	\$2,367,450
7/1/2023	1,410,000	5.00%	960,450	2,370,450
7/1/2024	1,480,000	5.00%	889,950	2,369,950
7/1/2025	1,560,000	5.00%	815,950	2,375,950
7/1/2026	1,635,000	5.00%	737,950	2,372,950
7/1/2027	1,720,000	5.00%	656,200	2,376,200
7/1/2028	1,810,000	5.00%	570,200	2,380,200
7/1/2029	1,900,000	5.00%	479,700	2,379,700
7/1/2030	2,000,000	5.00%	384,700	2,384,700
7/1/2031	2,085,000	3.25%	284,700	2,369,700
7/1/2032	2,155,000	3.25%	216,938	2,371,938
7/1/2033	2,225,000	3.25%	146,900	2,371,900
7/1/2034	2,295,000	3.25%	74,588	2,369,588

We are at a minimum, seeking to refinance the outstanding 5.00% coupons but will request proposals to potentially refinance the 3.25% coupons as well.

Total \$23,615,000 \$7,245,675 \$30,860,675

We discussed the potential opportunity at our July 26th Board Meeting and directed Staff and our professional team to begin the process. The recommendation is to explore the potential refinancing via a Direct Bank Loan approach. The refinancing will only be pursued further if the proposals proceed make financial sense and meet the City's debt policy with regards to minimum savings levels. Based upon current market conditions, it is estimated that the savings will produce approximately \$500,000 over the life of the loan, or about \$70,000 annually. This is equivalent to roughly 4.00% on a net present value basis which exceeds the City's Policy of 3.00%.

Therefore, we are requesting that City Council consider the intent resolution at the August 9th Council Meeting. This intent resolution will allow for the Hospital Authority to release the Request for Proposals and maintain the City's support behind the issuance.

Please do not hesitate to reach out should you have any questions.

Thank you,



Ernie Smallman
Chairman
Hospital Authority of Columbus
August 4, 2022

CC: Britt Hayes, President / CEO, Hospital Authority of Columbus
Rick Alibozek, Chief Financial Officer, Hospital Authority of Columbus
Isaiah Hugley, City Manager, Columbus Consolidated Government
Pam Hodge, Deputy City Manager, Columbus Consolidated Government
Angelica Alexander, Finance Director, Columbus Consolidated Government
Clifton Fay, City Attorney, Columbus Consolidated Government
Lucy Sheftall, Assistant City Attorney, Columbus Consolidated Government
Courtney Rogers, Financial Advisor, Davenport & Company LLC
Doug Gebhardt, Financial Advisor, Davenport & Company LLC
Jim Pannell, Bond Counsel, Gray Pannell & Woodward
Jon Pannell, Bond Counsel, Gray Pannell & Woodward

File Attachments for Item:

4. Resolution approving a contract with Georgia Probation Services, Inc. to provide probations services for Superior, Municipal and Recorder's Courts. (Mayor Pro-Tem)

A RESOLUTION
No. _

WHEREAS, pursuant to the request and express written consent of the Court under the provision of O.C.G.A. Section 42-8-101, the Consolidated Government of Columbus, Georgia ("the CCG") is authorized to contract with Georgia Probation Services, Inc. ("GPSI") to provide probation supervision services for defendants convicted in the Superior Court of Muscogee County according to the terms of their sentence; and Municipal Court according to the terms of their sentence; and Recorder's Court according to the terms of their sentence.

WHEREAS, GPSI is a private corporation that provides such services and is duly qualified to provide comprehensive, professional probation services pursuant to O.C.G.A. Section 42-8-100, et seq.; and

WHEREAS, the parties hereto desire to enter into an Agreement for the provision by GPSI of such probation services as may be ordered by the Court.

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

The Mayor is authorized to sign the attached Agreement with GPSI on behalf of CCG for probation supervision services in the Superior Court of Muscogee County; Municipal Court of Columbus; and the Recorder's Court of Columbus.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____, 2022, 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 Tucker voting _____.
Councilor Woodson voting _____.

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson III
Mayor

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Columbus/Muscogee County (hereinafter "the City") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Superior Court of Muscogee County (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the City, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. **Compliance with Statutes and Rules.** Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.
2. **Records and Confidentiality.** Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the City. Such reports, files, records, and papers are and shall remain the property of the City and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the City, an auditor appointed by the City, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3. **Financial Records.** Contractor shall maintain financial records according to accepted accounting practices.
4. **Employees Qualifications and Training:** Contractor's Probation Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or it equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Muscogee County so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and .14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A. 42-8108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (**NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE**); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the City to annually audit its records and pertaining to the services rendered to the court upon request.

Item #4.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse, anger or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The city agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

Item #4.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

21. Access to Criminal Histories. The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. Court Facilities. The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. Period of Service. This agreement shall begin on _____. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. The Court and/or Governing Authority may terminate this contract for convenience, upon giving 90

days advance written notice by either party to the other. Within 30 working days of termination, Contractor peacefully surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the City. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the City and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the City determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the City may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the City may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the City or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the City from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated hereinto by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the City and its governing authority, and Contractor.

Item #4.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than ninety (90) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor.

The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: Columbus Consolidated Government
PO Box 1340
Columbus, GA 31901

Court's Address: Honorable Bemon G. McBride III
PO Box 1340
Columbus, GA 31901

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

GOVERNING AUTHORITY:

By: _____
Name: Tony M. Moreland
Title: CEO
Date: _____

By: _____
Name: B.H. "Skip" Henderson III
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: James D. Franklin
Title: Secretary

(Seal)

Item #4.

APPROVED AND CONSENTED TO BY COURT

By: _____
Name: Honorable Bemon G. McBride III
Title: Senior Judge
Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Columbus/Muscogee County (hereinafter "the City") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Municipal Court of Columbus (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the City, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. **Compliance with Statutes and Rules.** Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.
2. **Records and Confidentiality.** Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the City. Such reports, files, records, and papers are and shall remain the property of the City and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the City, an auditor appointed by the City, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3. **Financial Records.** Contractor shall maintain financial records according to accepted accounting practices.
4. **Employees Qualifications and Training:** Contractor's Probation Officer Qualifications and Training. Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or it equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Muscogee County so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and .14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A. 42-8108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (**NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE**); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the City to annually audit its records and pertaining to the services rendered to the court upon request.

Item #4.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The city agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. **Payment for Contractors Services.** During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. **Probation Fee.** The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

21. **Access to Criminal Histories.** The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. **Notice of Court Sessions.** The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. **Court Facilities.** The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. **Period of Service.** This agreement shall begin on _____. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. The Court and/or Governing Authority may terminate this contract for convenience, upon giving 90

days advance written notice by either party to the other. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the City. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the City and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the City determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the City may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the City may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the City or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the City from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated hereto by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the City and its governing authority, and Contractor.

Item #4.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than ninety (90) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor.

The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: Columbus Consolidated Government
PO Box 1340
Columbus, GA 31901

Court's Address: Honorable Steven D. Smith
PO Box 1340
Columbus, GA 31901

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

GOVERNING AUTHORITY:

By: _____
Name: Tony M. Moreland _____
Title: CEO _____
Date: _____

By: _____
Name: B.H. "Skip" Henderson III _____
Title: Mayor _____
Date: _____

ATTEST:

By: _____
Name: James D. Franklin _____
Title: Secretary _____

(Seal)

Item #4.

APPROVED AND CONSENTED TO BY COURT

By: _____

Name: Honorable Steven D. Smith

Title: Judge

Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.

Item #4.

Thursday, August 4, 2022

10:14:56 AM

GEORGIA PROBATION SERVICES, INC.
430 1ST AVENUE
COLUMBUS, GA 31901

EMAIL: COLUMBUS3@GPSIPROBATION.COM

YOUR RECEIPT AND
REPORTING INSTRUCTIONS

TATTANA SHANTE THOMAS

YOUR PROBATION OFFICER IS RICHARD
BRADSHAW

PHONE: 706-507-1782

Date	ID NUMBER	CASE #	RECEIPT #	TOTAL PAID	FINES PAID	RESTITUTION	PROBATION FEES	CRIME VICTIMS FUND
10/20/2021	CO30002820	21-016566-1	210128140200	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
11/1/2021	CO30002820	21-016566-1	210128141762	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
11/17/2021	CO30002820	21-016566-1	210128127870	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
12/1/2021	CO30002820	21-016566-1	4175125722	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
1/3/2022	CO30002820	21-016566-1	210128112227	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00
2/2/2022	CO30002820	21-016566-1	210128109851	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00
3/7/2022	CO30002820	21-016566-1	508128513	\$25.00	\$0.00	\$0.00	\$25.00	\$0.00
4/5/2022	CO30002820	21-016566-1	4196901258	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
5/3/2022	CO30002820	21-016566-1	508200277	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
7/5/2022	CO30002820	21-016566-1	173274343	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00
8/4/2022	CO30002820	21-016566-1	172478905	\$20.00	\$0.00	\$0.00	\$20.00	\$0.00

Item #4.

Date	ID NUMBER	CASE #	RECEIPT #	TOTAL PAID	FINES PAID	RESTITUTION	PROBATION FEES	CRIME VICTIMS FUND
			11	\$235.00	\$0.00	\$0.00	\$235.00	\$0.00

Your balance as of todays date is _____. This amount does not reflect future probation fees or Georgia Crime Victims Fund fees as they only accrue once each month and are determined by how long you remain on probation. Your next report date is _____ and you are scheduled to make a payment in the amount of _____. Additional Instructions below:

YOU ALSO NOW HAVE THE OPTION TO PAY ONLINE. THE LINK IS ATTACHED. MAKE SURE TO PUT YOUR PROBATION OFFICERS NAME IN THE MEMO LINE, AND EMAIL A COPY OF THE PAYMENT CONFIRMATION TO ME, AS WELL.

www.tinyurl.com/gpsicolumbus

Item #4.

Thursday, August 4, 2022

10:08:40 AM

ANTHONY BAKER

YOUR PROBATION OFFICER IS RICHARD
BRADSHAW

GEORGIA PROBATION SERVICES, INC.

430 1ST AVENUE

COLUMBUS, GA 31901

EMAIL: COLUMBUS3@GPSIPROBATION.COM

PHONE: 706-507-1782

YOUR RECEIPT AND

REPORTING INSTRUCTIONS

Date	ID NUMBER	CASE #	RECEIPT #	TOTAL PAID	FINES PAID	RESTITUTION	PROBATION FEES	CRIME VICTIMS FUND
1/20/2022	CO30002981	21T819-1	208870311584	\$75.00	\$25.00	\$0.00	\$41.00	\$9.00
2/4/2022	CO30002981	21T819-1	208870313025	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00
3/2/2022	CO30002981	21T819-1	208870314664	\$50.00	\$0.00	\$0.00	\$41.00	\$9.00
3/29/2022	CO30002981	21T819-1	209736893685	\$75.00	\$25.00	\$0.00	\$41.00	\$9.00
4/19/2022	CO30002981	21T819-1	209736887074	\$75.00	\$25.00	\$0.00	\$41.00	\$9.00
5/20/2022	CO30002981	21T819-1	210374491536	\$75.00	\$25.00	\$0.00	\$41.00	\$9.00
6/27/2022	CO30002981	21T819-1	4214492316	\$75.00	\$25.00	\$0.00	\$41.00	\$9.00
8/4/2022	CO30002981	21T819-2	210354528087	\$25.00	\$25.00	\$0.00	\$0.00	\$0.00
8/4/2022	CO30002981	21T819-1	210354528087	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/4/2022	CO30002981	21T819-2	210354528076	\$100.00	\$100.00	\$0.00	\$0.00	\$0.00
8/4/2022	CO30002981	21T819-1	210354528076	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8/4/2022	CO30002981	21T819-2	210354528065	\$375.00	\$375.00	\$0.00	\$0.00	\$0.00
8/4/2022	CO30002981	21T819-1	210354528065	\$625.00	\$575.00	\$0.00	\$41.00	\$9.00

Item #4.

Item #4.

Date	ID NUMBER	CASE #	RECEIPT #	TOTAL PAID	FINES PAID	RESTITUTION	PROBATION FEES	A CRIME VICTIMS FUND	
				13	\$1,575.00	\$1,225.00	\$0.00	\$287.00	\$63.00

Your balance as of todays date is _____. This amount does not reflect future probation fees or Georgia Crime Victims Fund fees as they only accrue once each month and are determined by how long you remain on probation. Your next report date is _____ and you are scheduled to make a payment in the amount of _____.

Additional Instructions below:

YOU ALSO NOW HAVE THE OPTION TO PAY ONLINE. THE LINK IS ATTACHED. MAKE SURE TO PUT YOUR PROBATION OFFICERS NAME IN THE MEMO LINE, AND EMAIL A COPY OF THE PAYMENT CONFIRMATION TO ME, AS WELL.

www.tinyurl.com/gpsicolumbus

Probation Services Agreement

This Agreement is made by and between the Governing Authority of Columbus/Muscogee County (hereinafter "the City") and Georgia Probation Services, Inc., a corporation organized under the laws of the State of Georgia with its principal place of business at PO Box 906, Trenton, GA 30752 (hereinafter "Contractor") on behalf of the Records Court of Columbus (hereinafter "the Court"). This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the Agreement under the specific authority of 42-8-101.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

SCOPE OF SERVICES AND RESPONSIBILITIES OF CONTRACTOR

In consideration of the obligations of the Court or the City, Contractor shall provide the following services.

Responsibilities of Probation Services Contractor

1. **Compliance with Statutes and Rules.** Contractor shall be registered with the Department of Community Supervision and shall comply with all laws that apply to probation companies in Georgia and all standards, rules and regulations promulgated by the Department of Community Supervision. All probation management activities and/or reporting activities performed by Contractor pursuant to this Agreement must be accomplished in strict compliance with all applicable Federal and Georgia laws, as are now in effect or hereafter may be amended. If a contradiction or conflict exists between any and all applicable Federal or Georgia laws and any terms, conditions, stipulations, etc., listed herein, the term, condition, stipulation, etc., listed herein shall not be applicable and the City shall, upon notification of a contradiction or conflict, issue an amendment to bring the term, condition, stipulation, etc., into compliance with the law.
2. **Records and Confidentiality.** Contractor shall keep all reports, files, records, and papers, either physical or digital, in a centralized location convenient to the City. Such reports, files, records, and papers are and shall remain the property of the City and shall be maintained in accordance with the Open Records Act. Contractor shall create and maintain individual files for each offender receiving services from Contractor in accordance with this Agreement. Contractor shall maintain the confidentiality of all files, records, and papers relative to supervision of probationers under this Agreement in accordance with applicable law. These records, files and papers shall be available only to the City, an auditor appointed by the City, the judge handling the case, the Department of Audits and Accounts, the Department of Community Supervision, the State Board of Pardons and Paroles, or the Board of Community Supervision, and to the probationer as provided in O.C.G.A. Section 42-8-109.2 and upon transfer of probation supervision to the State, to the Georgia Department of Corrections.
3. **Financial Records.** Contractor shall maintain financial records according to accepted accounting practices.
4. **Employees Qualifications and Training: Contractor's Probation Officer Qualifications and Training.** Contractor shall employ competent and able personnel to provide the services to be rendered hereunder and to appropriately administer the caseload. Contractor shall abide specifically by rule 105-2-.09 of the rules for misdemeanor probation services of the Department of Community Supervision. Contractor shall have at least

one supervisor with five years' experience in corrections, parole, or probation services. Any person employed and using the title of a private probation officer or probation officer must undergo a background check by the Department of Community Supervision. In accordance with O.C.G.A 42-8-107, and rule 105-2-.10 of the rules for misdemeanor probation services of the Department of Community Supervision. Any such person shall be at least 21 years of age at the time of appointment to the position of private probation officer or probation officer and shall have completed a standard two-year college course or have four years of law enforcement experience; provided, however, that any person employed as a private probation officer as of July 1, 1996, and who had at least six months of experience as a private probation officer or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006, shall be exempt from such college requirements. Every private probation officer shall receive an initial 40 hours of orientation upon employment and shall receive 20 hours of continuing education per annum as approved by the board, provided that the 40 hour initial orientation shall not be required of any person who has successfully completed a basic course of training for supervision of probationers or parolees certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six months as of July 1, 1996, or any person employed as a probation officer by a county, municipality, or consolidated government as of March 1, 2006. In no event shall any person convicted of a felony be employed as a probation officer or private probation officer. Contractor shall insure its policies and procedures meet any legal requirement for individual training.

A: Administrative Employees, Agents, Interns or Volunteer Qualifications and Training. Contractor shall employ or appoint competent and able personnel to provide administrative services to be rendered hereunder and to appropriately administer administrative assistance to probationers and probation officers. In accordance with O.C.G.A 42-8-106.1 and 42-3-10 and the rules of the Department of Community Supervision any such person shall be at least 18 years of age, have signed a statement co-signed by the Director or his/her designee that the administrative employee, agent, inter or volunteer has received an orientation on these rules as well as operations guidelines relevant to the their job duties which will be maintained in the personnel files of Georgia Probation Services, Inc. Any such person shall have a high school diploma or it equivalent and shall complete a 16-hour initial orientation program within 6 months of appointment and 8 hours of annual in-service continuing education training consisting of the approved curriculum by the MPOU unit of the Department of Community Supervision. In addition, administrative staff must submit to ongoing criminal background checks completed by the Department of Community Supervision, submit to fingerprinting upon request, must maintain a clear criminal record, must report any arrest within 48 hours and must abide by all laws and rules as it pertains to misdemeanor probation entities. In no event shall any person convicted of a felony be employed by Georgia Probation Services, Inc. in any capacity

5. Criminal History and Background Check. Contractor represents and warrants that all employees have had or shall have criminal history and background checks by the Department of Community Supervision and have given or shall give the Department of Community Supervision written consent to conduct periodic criminal history checks.

6. Officer per Probationer Ratio and Standards of Supervision. Contractor shall manage caseload limits so as not to exceed 399 probationers per probation officer. Probation Officers shall make contact either in person, or by telephone or email with each probationer each month. The number of contacts shall be determined by the desire and compliance of the probationer and may be increased or decreased accordingly.

7. Location Place of Business. Contractor shall establish a schedule for meeting with probationers and the provision of services to probationers in the vicinity of Muscogee County so as not to place an undue burden on the probationers.

8. Reporting and record keeping procedures. Contractor shall abide specifically by rule 105- 2-.13 and Item #4. .14 of the rules for misdemeanor probation services of the Department of Community Supervision and O.C.G.A. 42-8108 and 42-8-109.2 as to all reports and records. Contractor shall provide to the judge who approved this contract or his or her designee and the Board of Community Supervision (the "Board") a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees, and drug testing fees (**NOTE; GEORGIA PROBATION SERVICES, INC DOES NOT CHARGE ANY ADDITIONAL FEE OTHER THAN THE SUPERVISION FEE**); the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter; whether the case was closed successfully or unsuccessfully; the number of warrants issued during the quarter; the number of probationers using community service hours to satisfy fine or other financial obligations, and the number of community service hours so converted; amounts of unpaid financial obligations, specifying amounts of Probation Fees, crime victim funds, victim restitution, and fines/other funds to be paid to the court; and number of cases where each of the following types of requirements were incomplete: community service, evaluation/counseling, risk reduction school, defensive driving school. The report shall be delivered by the end of the month following the calendar quarter.

A. At least annually by January 31 of each year, Contractor shall provide a report to the Court and the governing authority that includes all information set forth in the preceding four quarterly reports.

B. Contractor shall provide such other reports as may be requested by the Court during the period of this Agreement which may include but are not limited to statistical reports, caseload data, and other records documenting the identity of the probationer, the status of each probationer's case, the services provided, and the monies collected. Contractor shall provide such reports to the Court or the governing authority within 30 days of the written request of the Court or the governing authority.

9. Tender of Collections. Contractor shall deliver over to the Clerk of Court at least monthly all funds paid by probationers, except that Contractor shall retain funds due for Probation Fees; shall pay Crime Victim Emergency Fund ("CVEF") fees directly to the Criminal Justice Coordinating Council; and shall pay victim restitution funds to the victim or to the Clerk of Court as provided below. All said sums shall be disbursed at least monthly to the person or entity entitled to such payment, by the 15th day of the month following payment by probationer.

A. Contractor shall tender to the Clerk of the Court a report of collections and all fines, fees, and costs collected during the month from probationers by the (15th) day of the following month. Restitution shall be paid to the victim by the (15th) day of the month following collection unless the Court orders payment to the clerk of court, and then it shall be paid as such other collections are paid to the Clerk. In the event Contractor cannot locate the victim, payment shall be made to the Clerk of Court. Contractor shall credit payments of funds in the following order of priority: 1) probation fees to include GCVEF. 2) restitution 3) Fines, 4) court costs and surcharges, Contractor shall not retain or profit from any fines, restitution, fees, or cost collected from probationers except the probation fee authorized by this Agreement.

10. Access to Contractor Records. All records shall be open to inspection upon the request of the City, the Court, the Department of Audits and Accounts, an auditor appointed by the City, or the Department of Community Supervision. Contractor shall fully cooperate with the inspection of records and shall provide timely and complete access to such records upon request.

A. Fiscal Audit: Contractor shall allow any auditor hired by the City to annually audit its records and pertaining to the services rendered to the court upon request.

Item #4.

11. Conflict of Interest per O.C.G.A 42-8-109. Contractor shall not engage in any other employment, business, or activity which interferes or conflicts with its duties and responsibilities as a probation corporation, enterprise, or agency under applicable law or which interferes with or conflicts with its duties and responsibilities under this agreement.

A. Contractor and its employees, agents and officers shall not have personal or business dealings, including the lending of money, with probationers under their supervision.

B. Contractor and its employees, agents and officers shall not own, operate, or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Driver Services.

C. Contractor and its employees, agents and officers shall not specify, directly or indirectly, a DUI Alcohol or Drug Use Risk Reduction Program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified DUI Alcohol or Drug Use Risk Reduction Programs.

12. Scope of Services to Probationers by Contractor. Contractor shall provide the following services:

A. Court Attendance and Probationer Case History. During all court sessions, Contractor shall have a probation officer attend and interview each offender to complete a case and personal history and to provide orientation and instruction regarding compliance with the Court's ordered conditions of probation. At orientation, the probation officer shall provide a list of all service fees to the probationer.

B. Supervision. The Court shall have the sole responsibility of determining the appropriate service(s) for each probationer. In general, Contractor shall monitor and supervise probationers to ensure compliance with the Court's order of probation. Contractor shall make a supervision assessment of the offender and determine the probationer's reporting schedule.

C. Restitution, Fine and Fee Collection. The Court shall have the sole authority to determine monetary amounts required from probationers. Contractor shall collect restitution, fines, court costs and fees, program fees, and probation fees as ordered by the Court. Contractor shall provide an itemized bill prepared in accordance with accepted accounting practices for each month for each probationer. Contractor shall comply specifically with rule 105-2-.15 of the rules for misdemeanor probation services of the Department of Community Supervision, O.C.G.A 42-8-103, 17-15-13 and 17-14-8 in the collection and disbursement of all monies.

D. Contractor shall provide probationer a written receipt and balance statement after each payment.

E. Offenders determined by the Court to have a significant financial hardship. Offenders determined by the Court to have a significant financial hardship in accordance with O.C.G.A. Section 42-8-102 shall be supervised at no cost to the probationer or the Court or the governing body.

F. A schedule of allowed Probation Fees shall be attached to the Contract. Attachment A.

G. Contractor may only charge fees found in Exhibit A.

H. Probationers shall always be allowed to make greater payments than the minimum required by the payment schedule, and shall always be allowed to prepay fines, costs, and restitution in full without penalty. No prepayment shall be required to be made toward Probation Fees not yet due and payable. Contractor shall give clear instruction to probationers on how to request that community service be used to satisfy financial or other obligations of sentence. The Court shall, from time to time, give Contractor direction as to the amount of credit to be given per hour of eligible community service.

I. Contractor shall establish and comply with written internal policies giving probation officers standards for managing financial non-compliance: establishing minimum and maximum degrees of financial non-compliance that will prompt the officer to require increased reporting or to request a court hearing. If probationer claims the financial non-compliance is due to significant financial hardship as described in O.C.G.A. Section 42-8-102 and in the applicable Bench Card published by Administrative Office of the Courts, Contractor shall conduct an initial assessment of significant financial hardship and supply the results to the Court within 30 days for the Court to make a final determination of whether significant financial hardship exists.

13. Community Service. Contractor shall coordinate, monitor, and ensure compliance with community service by each probationer as ordered by the Court. The court may convert fines, statutory surcharges, and probation supervision fees to community service on the same basis as it allows a defendant to pay a fine through community service as set forth in subsection (d) of Code Section 17-10-1. Contractor will maintain records of service participation.

A. Contractor shall not recognize community services hours at any agency that has not been approved by Court. Agencies may apply to be a community service provider by following the procedures articulated in O.C.G.A. § 42-3-51 and, if accepted by the Court, are governed by the restrictions found therein. Contractor shall ensure that actual and appropriate community service work is performed for the number of hours credited, and properly supervised and certified by a responsible individual at the agency. Probationers shall not be allowed to perform community service under supervision of any relative. Agencies improperly supervising probationers or certifying work not performed or hours not worked shall be removed from the list of approved agencies.

Contractor shall maintain a list of agencies which qualify as community service supervision agencies pursuant to OCGA § 42-3-50-51. Contractor shall investigate each agency to ensure that the agency provides appropriate community service opportunities with appropriate supervision. Contractor shall immediately report to the Court any violations by each agency so that the Court may consider whether to remove any such agency from its list of approved community service providers. Contractor may require additional reports to probation because of delay in beginning or completing community service. If probationer continues to substantially fail to timely perform community service after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court. Contractor shall not convert community service to cash or other forms without the express, written approval of the Court, including the specific type and amount of alternative payment or performance. An offender determined by the Court to be indigent shall have his or her community service supervised at no cost to the probationer or the Court or the governing body.

14. Drug/Alcohol Screening, other evaluations and treatments. Contractor shall coordinate with local authorities and facilities, evaluation, and assessment of probationers for drug/alcohol rehabilitation, mental health or psychological counseling, or educational programs mandated by the Court and shall require probationer's compliance. Contractor shall conduct drug and alcohol screens as determined necessary by the Court.

A. Whenever a probationer is required by sentence of the Court to obtain an evaluation for substance abuse or violence issues, or other mental health issues, Contractor shall require prompt proof of such evaluation from the probationer within the time limit set by the Court. If no time limit is set by the sentence, Contractor shall require such evaluation within the first 60 days of probation, or if the counseling is to follow an evaluation, then within 30 days after obtaining an evaluation.

B. Contractor may require additional reports to probation because of delay in beginning or completing evaluation or treatment. If a probationer continues to substantially fail to complete evaluation or obtain treatment after an initial opportunity to correct the violation, Contractor shall promptly bring the violation to the Court's attention via petition to revoke or other means directed by the Court.

C. Contractor shall deliver no evaluation or treatment services of any kind to probationers.

D. Contractor shall not require a probationer to undergo drug screens unless probationer's sentence expressly makes probationer subject to drug screens, the probation officer receives information that a probationer is using illicit drugs or the probationer's probation officer is able to observe indicia that the probationer is intoxicated by alcohol or drugs.

15. Electronic Monitoring. Contractor, when so ordered, shall direct any probationer ordered to undergo electronic monitoring to an entity capable of such monitoring. Contractor shall not receive any benefit from any monitoring entity.

16. Reports of Violations Probation and Revocation Procedures. Contractor shall recommend revocation of probation whenever the probationer has failed to substantially comply with the terms and conditions of probation. The Court shall provide Contractor with direction of what constitutes a substantial failure to comply with probation terms and conditions. Contractor shall prepare probation violation warrants and orders for submission to the Court. Contractor shall have probation officers available to testify at probation revocation hearings, sentencing hearings and such other hearings as deemed reasonable and necessary by the Court. The Court shall provide Contractor direction as to what curative measures should be taken in the case of minor violations. In all matters the Contractor shall comply with O.C.G.A. 42-8-102.

17. Pre-sentence Investigations. When directed by the Court, Contractor shall conduct pre-sentence investigations for the Court as requested. A written report shall be prepared and delivered to the Court. A pre-sentence investigation shall include: 1) a report on the circumstances of the offense, 2) a social and family background examination, 3) a criminal history check, through Georgia Crime Information Center and the National Crime Information Center, and 4) a report of current circumstances and conditions of the defendant. The defendant shall be responsible for payment of \$100.00 to Contractor prior to the pre-sentence investigation beginning. The city agrees to seek the information for Contractor through the Georgia Crime Information Center and the National Crime Information Center through its computer terminal and provide a copy of such check to the Contractor.

18. Pre-hearing Arrest Warrants. Except as expressly directed by the Court in a particular case, or as provided in paragraph a, below, Contractor shall not request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: failure to pay fines, failure to perform community service; failure to attend classes or counseling; failure to obtain mental health evaluations. In these instances, Contractor shall request a pre-warrant revocation hearing before the Court unless other circumstances justify arrest prior to hearing. No warrant shall be requested or issued if the sole violation of probation is failure to pay probation fees.

A. Providers may request issuance of an arrest warrant for a probationer prior to hearing based on the following types of violations: commission of a new criminal offense; threats to public safety or the safety of individual persons or property; threats to the safety of victims or contact with a victim in violation of sentence conditions or other court orders; failure to report to probation; failure to appear for court proceedings after due notice; use of alcohol or drugs, testing positive for alcohol or drugs, or refusing or failing to submit to drug screens in violation of a condition of probation; repeat violation of sentence conditions, where lesser sanctions have proven ineffective and limited remaining sentence time makes immediate arrest necessary; technical violations where less than 60 days remain on the sentence; and as specifically directed by the Court.

Item #4.

OBLIGATIONS OF THE COURT OR GOVERNING AUTHORITY

In consideration for the services of Contractor, the Court shall provide the following as described in paragraphs 19, 20, 21, 22, and 23:

19. Payment for Contractors Services. During the term of this Agreement and Contractor's satisfactory performance, the Court shall refer all offenders ordered to serve time on probation, to Contractor for purposes of probation supervision services. Contractor is authorized to collect authorized Probation Fees set forth in Exhibit A for each month or portion of a month a probationer is under probation supervision.

20. Probation Fee. The Court shall make payment of the applicable Probation Fee set forth in Exhibit A as a term and condition of the order of probation for each probationer assigned for supervision to Contractor unless the Court determines the probationer to be indigent, in which case the probationer shall not be required to pay any probation fee. If a case is determined to be a pay only case, or a consecutive pay only case, Contractor shall only require payment of three months' probation fees or until the cases are satisfied in full, whichever is first, and shall comply with O.C.G.A. 42-8-102 AND 42-8-103. Any probationer sentenced to consecutive terms of probation shall not be required to pay but one probation fee per month and no probation fee shall be due until any consecutive case begins. Neither the Court nor the City shall be liable for payment of any supervision fee or any program fee of a probationer.

21. Access to Criminal Histories. The Court shall assist Contractor in obtaining access to criminal histories in the Georgia Crime Information Center and National Crime Information Center through local law enforcement for Contractor to conduct pre-sentence or probationer investigations as may be requested.

22. Notice of Court Sessions. The Court shall provide Contractor 14 days advance notice of all court sessions that Contractor is required to attend. Notice for purposes of this provision may be given by mail, telephone or email to Georgia Probation Services, Inc.

23. Court Facilities. The Court shall provide to Contractor an area, as available, for conduct of initial interviews and orientation with the probationer on the day of sentencing.

24. Period of Service. This agreement shall begin on _____. This Agreement shall expire in one year. The contract will automatically renew each year thereafter, for 4 additional years, unless either party gives notice to the other party at least 30 days prior to the renewal date. In no case shall the contract continue for more than 5 years, at which time a new contract must be negotiated and signed by all parties. The Court and/or Governing Authority may terminate this Agreement immediately for cause, including without limitation material breach of this Agreement, insolvency of Contractor, filing of a voluntary or involuntary case in bankruptcy. The Court and/or Governing Authority may terminate this contract for convenience, upon giving 90

days advance written notice by either party to the other. Within 30 working days of termination, Contractor shall peacefully surrender to the Court all records and documents generated by Contractor in connection with this Agreement and the services thereunder and any equipment or supplies assigned to Contractor by the Court. All electronic records shall be securely transmitted to the Court or to the Court's designee upon written request of the Court or the City. Contractor shall turn over to the Clerk of Court any moneys collected or received less supervision fees validly incurred and duly owing to Contractor through the termination date. Any fines, costs, fees, or restitution received by Contractor from probationers of this Court after termination of this Agreement shall be forwarded to the Clerk of Court, other than fees earned by Contractor. The Court shall provide Contractor a receipt for all property surrendered under this provision. Contractor may maintain a copy of records obtained or created because of this contract solely for legal and auditing purposes and may not use them for any other purpose. Contractor shall use appropriate safeguards to prevent improper use or access to such records.

25. Insurance and Bond. Contractor shall provide evidence of general liability insurance coverage of at least \$1 million and bonding or insurance of staff of at least \$25,000.00. This insurance shall be maintained throughout the term of this contract.

26. Indemnification. Neither the Court nor the governing authority shall be liable for any damages, loss, or injury to any person, property, or effects who may claim a right arising out of any relationship of the same with Contractor for any acts of Contractor, its employees, agents, subcontractors, or representatives in performance of services by Contractor under this Agreement. Contractor shall indemnify and hold harmless the Court and the City and their officers, employees, agents, and insurers from any claims, demands, actions, proceedings, expenses, damages, liabilities, or losses (including but not limited to attorney's fees and costs) and any causes of action arising out of or in connection with services performed by Contractor or its employees, agents, or subcontractors under the terms of this Agreement.

27. Deficiency in Service by Contractor. In the event the Court and/or the City determines that there are deficiencies in the services provided by Contractor hereunder, the Court and/or the City may terminate this Agreement in accordance with Section L or notify the Contractor in writing as to the exact nature of such deficiency. Within 30 days of receipt of such notice, the Contractor shall cure or take reasonable steps to cure the deficiencies. In the event the Contractor fails to cure or take reasonable steps to cure the deficiencies either the Court or the City may declare the Contractor in default and may terminate this Agreement.

28. Time is of the Essence of this Agreement.

29. Compliance with the Law. The Contractor shall comply with all federal, state, and local laws, statutes, regulations and ordinances arising out of or in connection with the performance of its services pursuant to this Agreement.

30. Independent Contractor. Contractor is an independent contractor and is not an agent, joint ventures or other affiliate of the City or Court in any way. Contractor shall use its own employees and agents to perform this Contract. It is agreed that Contractor is solely responsible for payment of all federal, state, and local income taxes, self-employed Social Security taxes, and any other similar obligations arising from the performance of this Agreement or receipt of compensation, therefore. The Contractor agrees to indemnify and hold harmless the Court and the City from and against all federal, state, or local tax liability or penalties that may arise from the payments made to the Contractor pursuant to this Agreement. The Contractor acknowledges that neither it nor its employees are eligible for any benefits provided by the Court or the City to their respective employees.

31. Entire Agreement. This Agreement, including all exhibits attached hereto and incorporated hereinto by reference, constitutes the entire agreement between the parties hereto and supersedes all agreements, whether written or oral, that may exist between the parties regarding the same. No representations, inducements, promises, or agreements between the parties not embodied herein shall be of any force and effect. No amendment or modification to this Agreement or any waiver of any provision hereto shall be effective unless in writing and signed by all parties to include the Court, the City and its governing authority, and Contractor.

Item #4.

32. Binding Agreement. This Agreement shall not be binding upon any successor to the undersigned Judge of the Court unless ratified by his/her successor in office. If a successor attains the position of undersigned judge, and this Agreement is not ratified by such successor, then Contractor shall be permitted a reasonable time, no less than ninety (90) days, in which to wind up its activities. This agreement shall be deemed to have been ratified by any successor unless written notice to the contrary is given to the Contractor.

The Court has entered into this Agreement in part based on personal reliance in the integrity and qualifications of the staff of Contractor. The same is applicable to change in leadership of the Governing Authority.

33. Contractor may not delegate, assign or subcontract any obligation of Contractor's performance under the Contract and may not assign any right under this Contract, in either case without Court's written approval. The Court's discretion in this regard shall be absolute. Any notices made in accordance with this Agreement, except as otherwise set out in Paragraph 22, shall be in writing and shall be made by registered or certified mail, return receipt requested, to:

Contractor's Address: Georgia Probation Services, Inc.
PO Box 906
Trenton, GA 30752

Governing Authority Address: Columbus Consolidated Government
PO Box 1340
Columbus, GA 31901

Court's Address: Honorable Julius Hunter
PO Box 1340
Columbus, GA 31901

IN WITNESS WHEREOF, THE PARTIES HERE TO HAVE EXECUTED THIS AGREEMENT ON THE _____ DAY OF _____, 20____.

PROBATION SERVICES CONTRACTOR:

GOVERNING AUTHORITY:

By: _____
Name: Tony M. Moreland
Title: CEO
Date: _____

By: _____
Name: B.H. "Skip" Henderson III
Title: Mayor
Date: _____

ATTEST:

By: _____
Name: James D. Franklin
Title: Secretary

(Seal)

Item #4.

APPROVED AND CONSENTED TO BY COURT:

By: _____
Name: Honorable Julius Hunter
Title: Senior Judge
Date: _____

Exhibit A

Item	Amount
Monthly supervision	46.00
Monthly supervision, pay-only cases	46.00
Monthly supervision for those declared indigent by the court	0.00
Drug screens	0.00
Pre-sentence investigation report	100.00 payable by defendant in advance

Amounts are exclusive of GCVEF, and other surcharges imposed as a matter of law.

File Attachments for Item:

1. Kadie the Cow Relocation and Maintenance

Approval is requested to authorize a Memorandum of Understanding with Uptown Columbus Inc. for relocation and maintenance of Kadie the Cow. The relocation and maintenance will be funded solely by UCI.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #1.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Kadie the Cow Relocation and Maintenance
AGENDA SUMMARY:	Approval is requested to authorize a Memorandum of Understanding with Uptown Columbus Inc. for relocation and maintenance of Kadie the Cow. The relocation and maintenance will be funded solely by UCI.
INITIATED BY:	City Manager's Office

Recommendation: Approval is requested to authorize the City Manager to execute a Memorandum of Understanding with Uptown Columbus Inc. (UCI) for the relocation and maintenance of Kadie the Cow.

Background: The City of Columbus owns the Kadie the Cow statue currently located along Manchester Parkway near the former site of the Kinnett Dairy Farm. The iconic installation currently sits in a parking lot for a strip shopping center. The City has an easement to access the statue and local taxpayers are responsible for maintaining and repairing the installation. Uptown desires to relocate the statue to Uptown in the 1000 block of Bay Avenue and maintain the statue for a minimum of 10 years.

Analysis: The relocation and maintenance will be funded solely by UCI.

Financial Considerations: No financial requirement by the City.

Legal Considerations: The City Attorney will review the Memorandum of Understanding.

Recommendation/Action: Approval is requested to authorize the City Manager to execute a Memorandum of Understanding with Uptown Columbus Inc. (UCI) for the relocation and maintenance of Kadie the Cow.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH UPTOWN COLUMBUS INC. FOR THE RELOCATION AND MAINTENANCE OF KADIE THE COW.

WHEREAS, the City of Columbus owns the iconic Kadie the Cow statue currently located on Manchester Expressway near the former site of Kinnett Dairy Farm; and,

WHEREAS, Uptown Columbus Inc. desires to relocate to the 1000 block of Bay Ave. and provide future maintenance to the statue; and,

WHEREAS, Uptown Columbus Inc. will be financially responsible for the relocation and maintenance of Kadie the Cow statue.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:

To authorize the City Manager to execute a Memorandum of Understanding, in form satisfactory to the City Attorney, with Uptown Columbus Inc. for the relocation and maintenance of the Kadie the Cow statue.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

MEMORANDUM OF UNDERSTANDING
Kadie the Cow Relocation to Uptown Columbus

THE MEMORANDUM OF UNDERSTANDING (this “MOU”), made and entered into this 9th day of August 2022, between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the “City”) and UPTOWN COLUMBUS INC. (“Uptown”).

BACKGROUND

Kadie the Cow is a City-owned statue that is currently located along Manchester Parkway near the former site of the Kinnett Dairy Farm. The iconic installation currently sits in a parking lot for a strip shopping center. The City has an easement to access the statue and local taxpayers are responsible for maintaining and repairing the installation.

Uptown is a nonprofit organization with a mission to make the district an exciting, livable, prosperous, and perpetually active place. Uptown has partnered with the City for a variety of projects through the years to enhance the quality of life for all area residents, such as the river restoration project, whitewater rafting, ziplining, special events and festivals, and economic development initiatives.

Uptown has identified a City-owned site in the 1000 block of Bay Avenue that could serve as a new location for Kadie the Cow that would increase the statue’s public access, visibility and support other nearby activities including the playground and splash pad. This location would also allow for Uptown staff along with nearby workers, residents, and visitors to better monitor and maintain the installation.

NOW THEREFORE, the parties hereto wish to set forth the general terms of the understanding with respect to the relocation, repair, and maintenance of the Kadie the Cow statue as outlined below.

AGREEMENT

1. The City will own the statue and the piece will be installed on City-owned property in the 1000 block of Bay Avenue.
2. Uptown will privately fund the relocation of the statue to the new site along Bay Avenue.
3. Uptown will manage and privately fund the installation, repair, and repainting of the statue.
4. Uptown will privately fund the repair and maintenance of the installation until at least August 9, 2032. This term can be extended by mutual agreement between the City and Uptown.
5. Uptown will monitor the condition of the statue on a regular basis. If any repair needs are identified, Uptown will notify the City in writing and obtain written authorization prior to commencing any remedial action.
6. Uptown will hold the City harmless and indemnify it for any claims or actions brought against it resulting from the repair and maintenance of Kadie the Cow and shall all indemnify the City for any and all claims arising from the public use of Kadie the Cow which are alleged to be caused by the negligence of Uptown or its agents, employees or contractors
7. UCI or its contractors will obtain liability and property and casualty insurance in the amount of \$1 million and name the City of Columbus as an additional insured.

IN WITNESS WHEREAS, the parties have caused this Memorandum to be executed as of the date and year first written above.

CONSOLIDATED GOVERNMENT
OF COLUMBUS, GEORGIA

By: _____
City Manager

UPTOWN COLUMBUS, INC.

By: _____

File Attachments for Item:

2. Substantial Amendment Revisions for FFY2021/FY 2022 HUD Annual Action Plan – (HOME-ARP)

Approval is requested for the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) funding.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #2.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Substantial Amendment Revisions for FFY2021/FY 2022 HUD Annual Action Plan – (HOME-ARP)
AGENDA SUMMARY:	Approval is requested for the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) funding.
INITIATED BY:	Community Reinvestment Department

Recommendation: Approval is requested for the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan and funding.

Background: The 2021 American Rescue Plan included a one-time \$5 billion appropriation creating the HOME Investment Partnerships American Rescue Plan (HOME-ARP) funding. The city has received \$3,574,055 in HOME-ARP funding. To access the funding, the city has to substantially amend its FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include the HOME-ARP Allocation Plan.

The HOME-ARP Allocation Plan describes how the city of Columbus as a participating jurisdiction intends to distribute its HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations.

The Annual Action Plan is a document required by U.S. Department of Housing and Urban Development (HUD) illustrating how the Entitlement funding will be expended during HUD's program year. The Annual Action Plan is an annual update of the City's Five-Year Consolidated Plan.

The HOME-ARP Allocation Plan and FFY2021/2021 Annual Action Plan Substantial Amendment will be submitted to the U.S. Department of Housing and Urban Development (HUD) for final approval.

Analysis: A resolution is needed to authorize the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan and funding.

Financial Considerations: The source of federal funding for HOME-ARP is part of entitlement funds awarded to the City of Columbus. The funds have a 10-year expenditure term.

Legal Considerations: Council must approve substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to

include HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan and funding.

Item #2.

Recommendation/Action: Approve the filing of substantial amendment revisions for FFY2021/FY 2022 U.S. Department of Housing and Urban Development (HUD) Annual Action Plan to include HOME Investment Partnerships American Rescue Plan (HOME-ARP) Allocation Plan and funding.

A RESOLUTION

NO.

**A RESOLUTION AUTHORIZING THE FILING OF A SUBSTANTIAL
AMENDMENT TO THE FFY2021/FY 2022 U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT (HUD) ANNUAL ACTION PLAN TO INCLUDE HOME**

**INVESTMENT PARTNERSHIPS AMERICAN RESCUE PLAN (HOME_ARP)
ALLOCATION PLAN AND FUNDING.**

Item #2.

WHEREAS, the City of Columbus wishes to accept \$3,574,055 in HOME Investment Partnerships American Rescue Plan (HOME-ARP) funding; and

WHEREAS, the City of Columbus must submit a HOME ARP Allocation Plan as a requirement to accept this funding; and,

WHEREAS, the Substantial Amendment has been developed to advance and implement the funding; and,

WHEREAS, the Consolidated Government of Columbus, Georgia has developed the HOME-ARP Allocation Plan as prescribed by the Federal Regulations of the U.S. Department of Housing and Urban Development.

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

That the substantial amendment related to the FFY2021/FY 2022 HUD Annual Action Plan are hereby approved for filing with the U.S. Department of Housing and Urban Development and further authorizes the City Manager and/or his designee to execute all contracts, agreements, and understandings related to the amended and substantially amended HUD Annual Action Plan, and HOME-ARP allocation respectively.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of August 2022 and adopted at said meeting by the affirmative vote of ten 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

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



City of Columbus HOME-ARP Allocation Plan

- The 2021 American Rescue Plan included a one-time \$5 billion appropriation creating the HOME-ARP program.
- While intended for homeless assistance and supportive services, the funds were programmed and allocated by formula through HUD's existing HOME Program.
- Grantees are required to develop an Allocation Plan describing their proposed use of the funds.

Columbus's HOME-ARP Allocation:

\$3,574,055

Funding available for eligible projects: \$3,037,947

- Homeless (McKinney Vento definition)
- At risk of homelessness
- Fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking
- Individuals for whom provision of supportive services would prevent homelessness or who are at the greatest risk of housing instability
- Veterans and their families that meet any of the above criteria

ELIGIBLE ACTIVITIES

Item #2.

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

Proposals should include the following:

- Project description (including populations served, project design, needs of the population and projected quantifiable outcomes).
- Whether the project involves new construction or rehab.
- Agency experience with the project type.
- How the project will increase earned income or reduce household cost burden.
- The project's supportive services and nearby local services, e.g., education and community resources.

A complete list of requirements will be available on the Community Reinvestment website.

Request for Proposal Timeline:

HOME-ARP RFPs Open:

**Wednesday, August 10 – Tuesday,
September 6**

Final project decision :

Tuesday, October 11

REQUESTS FOR PROPOSALS

Item #2.

Request for Proposal
Submission Address:

City of Columbus
Community Reinvestment Department
420 10th Street, 2nd Floor

Submit your questions via email:

Emma Kimbrel, HOME Program Coordinator

`kimbrel.emma@columbusga.org`

Thank you!

File Attachments for Item:

3. FY23 HUD Annual Action Plan Submission to the U.S. Department of Housing and Urban Development (HUD)

Approval is requested for the filing of the FY23 Annual Action Plan Amendment to the U.S. Department of Housing and Urban Development (HUD).

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #3.

TO:	Mayor and Councilors
AGENDA SUBJECT:	FY23 HUD Annual Action Plan Submission to the U.S. Department of Housing and Urban Development (HUD)
AGENDA SUMMARY:	Approval is requested for the filing of the FY23 Annual Action Plan Amendment to the U.S. Department of Housing and Urban Development (HUD).
INITIATED BY:	Community Reinvestment

Recommendation: Approval is requested for the filing of the FY23 Annual Action Plan submission to the U.S. Department of Housing and Urban Development (HUD).

Background: The City of Columbus assesses their affordable housing and community development needs and market conditions through its Consolidated Plan, to make data-driven, place-based investment decisions. The Consolidated Plan is mandated by federal law and regulations promulgated by the U.S. Department of Housing and Urban Development (HUD) in order for the City of Columbus to receive federal funding for affordable housing and community development initiatives benefiting primarily low- and moderate-income persons.

The Annual Action Plan (FY23/PY22) is a document designed to meet the needs identified in the 2021-2025 Consolidated Plan. The Annual Action Plan (2022) is a document required by the U.S. Department of Housing and Urban Development (HUD) illustrating how CDBG and HOME Entitlement funding will be expended during (FY23/PY22) (see attached). The Annual Action Plan is an annual update of the City's Five-Year Consolidated Plan for the years 2021 - 2025.

A public hearing was held on July 6, 2022, and the required public comment period expired on August 5th, 2022. These plans must be submitted to the U.S. Department of Housing and Urban Development (HUD) no later than August 10, 2022.

Analysis: A resolution is needed to authorize the filing of the FY23 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD)

Financial Considerations: The sources of federal funding for projects recommended in the FY23 Annual Action plan are:

Community Development Block Grant (CDBG)	\$1,633,453
HOME Investment Partnerships (HOME)	\$1,072,086

Legal Considerations: Council must approve the filing of the FY2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD).

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE FILING OF THE FY23 ANNUAL ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD).

WHEREAS, the Consolidated Government of Columbus, Georgia wishes to come into compliance with Title I of the Housing and Community Development Act of 1974 as amended,

the National Affordable Housing Act of 1990 as amended, the Housing and Economic Recovery Act of 2008 as amended, and the Dodd-Frank Wall Street Reform Act of 2010 as amended; and,

Item #3.

WHEREAS, the FY2023/PY2022 Annual Action Plan for the Consolidated Government of Columbus, Georgia has been developed as prescribed by the Federal Regulations of the U.S. Department of Housing and Urban Development; and,

WHEREAS, the sources of federal funding and programs are the Community Development Block Grant (CDBG) Program in the amount of \$1,633,453, and the HOME Investment Partnership Program (HOME) Program in the amount of \$1,072,086.

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

That the FY2023/PY2022 Annual Action Plan are hereby approved for filing with the U.S. Department of Housing and Urban Development and further authorizes the City Manager and/or his designee to execute all contracts, agreements, and understandings related to the FY2023 Annual Action Plans.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of August 2022 and adopted at said meeting by the affirmative vote of ten 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, III, Mayor

PY 22 FUNDING

Program Year 2022-2023 Funding Distribution

	CDBG	HOME
Expansion of Affordable Housing Supply		\$964,878
Infrastructure & Public Facility Improvements	\$1,061,763	
Public Services	\$242,000	
Fair Housing	\$3,000	
Program Administration	\$326,690	\$107,208

PUBLIC SERVICES

Funded Public Services	Approved CDBG Funding
Let's Grow Steam (YCCExpo)	\$5,500
United Way/Home for Good	\$80,000
Boys & Girls Clubs of the Chattahoochee Valley	\$13,500
Feeding the Valley Food Bank	\$7,500
Direct Services	\$20,000
Literacy Alliance	\$10,000
Ugrow Inc. dba The Food Mill	\$15,000
The Salvation Army	\$15,000
Truth Spring Trade School	\$16,000
MercyMed Healthcare	\$45,000
Mayor's Youth Summer Employment Program	\$15,000
Total	\$242,000

PUBLIC FACILITIES & INFRASTRUCTURE

Funded Public Facilities & Infrastructure	Approved CDBG Funding
City of Columbus Parks and Recreation ADA Playground Improvements	\$362,633
City of Columbus Parks and Recreation ADA Restroom Improvements	\$350,000
City of Columbus 19 th Street Flood Abatement	\$349,130
Total	\$1,061,763

AFFORDABLE HOUSING

Funded Housing Projects	Approved HOME Funding
Community Housing Development Organization (CHDO) Reserve: NWC	\$160,812
Affordable Housing Development: NWC	\$704,066
Affordable Housing Development: HFH	\$100,000
Total	\$964,878



2022-2023 ANNUAL ACTION PLAN

Priority Needs identified in the Consolidated Plan

- Expansion of Affordable Housing Supply
- Housing Rehabilitation
- Blight Removal
- Infrastructure and Public Facility Improvements
- Public Services
- Fair Housing
- COVID-19 Response
- Program Administration

What is the Annual Action Plan?

- The Annual Action Plan (AAP) is a required annual report completed by HUD grantees.
- The AAP provides a ***summary of the activities and resources*** that will be used during the program year to address priority needs and goals from the Consolidated Plan.



Projects for Program Year 2022-2023 include:

- Public Service Grants
- Public Facilities and Infrastructure
- Fair Housing
- Affordable Housing Development
- Community Housing Development Organization (CHDO) Reserve
- CDBG Administration
- HOME Administration

Program Year 2022-2023 Funding Distribution

	CDBG	HOME
Expansion of Affordable Housing Supply		\$964,878
Infrastructure & Public Facility Improvements	\$1,061,763	
Public Services	\$242,000	
Fair Housing	\$3,000	
Program Administration	\$326,690	\$107,208

PUBLIC SERVICES

Item #3.

Funded Public Services	Approved CDBG Funding
Let's Grow Steam (YCCEXpo)	\$5,000
United Way/Home for Good	\$80,000
Boys & Girls Clubs of the Chattahoochee Valley	\$13,500
Feeding the Valley Food Bank	\$7,500
Direct Services	\$20,000
Literacy Alliance	\$10,000
Ugrow Inc. dba The Food Mill	\$15,000
The Salvation Army	\$15,000
Truth Spring Trade School	\$16,000
MercyMed Healthcare	\$45,000
Mayor's Youth Summer Employment Program	\$15,000
Total	\$242,000

PUBLIC FACILITIES & INFRASTRUCTURE

Item #3.

Funded Public Facilities & Infrastructure	Approved CDBG Funding
City of Columbus Parks and Recreation ADA Playground Improvements	\$362,633
City of Columbus Parks and Recreation ADA Restroom Improvements	\$350,000
City of Columbus 19 th Street Flood Abatement	\$349,130
Total	\$1,061,763

AFFORDABLE HOUSING

Item #3.

Funded Housing Projects	Approved HOME Funding
Community Housing Development Organization (CHDO) Reserve: NWC	\$160,812
Affordable Housing Development: NWC	\$704,066
Affordable Housing Development: HFH	\$100,000
Total	\$964,878

Thank you!

File Attachments for Item:**4. 2050 Metropolitan Transportation Plan with a Freight Plan Element and the 2023 Congestion Management Process**

Approval is requested to submit an application and if awarded enter into a contract with the Georgia Department of Transportation to accept Federal/State Transportation Planning Funds for the 2050 Metropolitan Transportation Plan Update with a Freight Plan element and the 2023 Congestion Management Process, and to amend the Multi-governmental Fund by the amount of the award, which includes a 20% local cash match. The cost of the 2050 MTP and 2023 CMP updates are \$400,000.00 (\$320,000.00 – 80% Federal) and will be funded through the use of Federal/State Transportation Planning Funds allocated to the Columbus-Phenix City Transportation Study (C-PCTS). These funds require a 20% match of \$80,000.00 and is funded from the OLOST Infrastructure – Road's account.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	2050 Metropolitan Transportation Plan with a Freight Plan Element and the 2023 Congestion Management Process
AGENDA SUMMARY:	Approval is requested to submit an application and if awarded enter into a contract with the Georgia Department of Transportation to accept Federal/State Transportation Planning Funds for the 2050 Metropolitan Transportation Plan Update with a Freight Plan element and the 2023 Congestion Management Process, and to amend the Multi-governmental Fund by the amount of the award, which includes a 20% local cash match. The cost of the 2050 MTP and 2023 CMP updates are \$400,000.00 (\$320,000.00 – 80% Federal) and will be funded through the use of Federal/State Transportation Planning Funds allocated to the Columbus-Phenix City Transportation Study (C-PCTS). These funds require a 20% match of \$80,000.00 and is funded from the OLOST Infrastructure – Road’s account.
INITIATED BY:	Planning Department

Recommendation: Approval is requested to submit an application and if awarded enter into a contract with the Georgia Department of Transportation to accept Federal/State Transportation Planning Funds for the 2050 Metropolitan Transportation Plan Update with a Freight Plan element and the 2023 Congestion Management Process, and to amend the Multi-governmental Fund by the amount of the award, which includes a 20% local cash match.

Background: The Columbus-Phenix City Metropolitan Planning Organization (MPO) is required by the Federal Highway Administration (FHWA) and the Infrastructure Investment and Jobs Act (IIJA) to prepare and update the Metropolitan Transportation Plan (MTP) every five (5) years. The MTP considers transportation needs for the region for a 25-year period. The last three updates (2035, 2040, and 2045) have been completed in house by MPO Staff. FHWA is recommending that a Freight Plan is added to the 2050 MTP update as well.

The 2023 update to the Congestion Management Process (CMP) is a separate report issued by the Columbus-Phenix City MPO. Under federal regulations the Congestion Management Process is required for all metropolitan areas with a population greater than 200,000. The MPO has conducted six iterations of this study (2003, 2005, 2007, 2009, 2011 and 2016). A key task in the development of a Congestion Management Process is the identification and structuring of congestion mitigation strategies. Collection of travel and delay time data is an important component of this process.

Analysis: The completion of the 2023 Congestion Management Process will determine future transportation improvements and is intended to provide strategies for inclusion in the metropolitan transportation plan and may be used for intermediate and short-term planning purposes. The completion of the 2050 Metropolitan Transportation Plan will include short term and long-term strategies and actions that lead to the development of an integrated transportation system that facilitates the movement of people and goods.

Financial Considerations: The cost of the 2050 MTP and 2023 CMP updates are \$400,000.00 (\$320,000.00 – 80% Federal) and will be funded through the use of Federal/State Transportation Planning Funds allocated to the Columbus-Phenix City Transportation Study (C-PCTS). These funds require a 20% match of \$80,000.00 and is funded from the OLOST Infrastructure – Road’s account.

Item #4.

Legal Considerations: The Columbus-Phenix City Metropolitan Transportation Organization is in compliance with all applicable planning requirements and certifications necessary in order to receive the federal funds.

Recommendation/Action: Approve the resolution authorizing the Columbus-Phenix City Metropolitan Planning Organization to apply for Federal/State Transportation Planning funds, including a 20% cash match, and if approved, authorize the City Manager to enter into a contractual agreement with the Georgia Department of Transportation to update the 2050 MTP and 2023 CMP and amend the Multi-governmental Fund by the amount awarded.

A RESOLUTION

Item #4.

NO.

A RESOLUTION AUTHORIZING THE COLUMBUS-PHENIX CITY MPO TO SUBMIT AN APPLICATION FOR PLANNING FUNDS, IN THE AMOUNT OF \$400,000, OR AS OTHERWISE AWARDED, ALONG WITH A 20% CASH MATCH, AND IF AWARDED, AUTHORIZE THE CITY MANAGER OF COLUMBUS, GEORGIA TO ENTER INTO A CONTRACTUAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION TO UPATE THE 2050 METROPOLITAN TRANSPORTATION PLAN AND THE 2023 CONGESTION MANAGEMENT PROCESS., AND AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT AWARDED.

WHEREAS Federal Highway Administration requires an MPO to update the Metropolitan Transportation Plan every five years; and,

WHEREAS the Congestion Management Process is required for all metropolitan areas with a population greater than 200,000; and,

WHEREAS there is a local match of \$80,000.00 to receive the Federal/State Transportation Planning Funds.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:

That the Columbus-Phenix City Metropolitan Planning Organization is authorized to submit an application and if awarded, the City Manager is authorized to enter into a contractual agreement with the Georgia Department of Transportation to update the 2050 Metropolitan Transportation Plan and the 2023 Congestion Management Process in the amount of \$400,000.00 and will be funded through the use of Transportation Planning Funds (\$320,000.00 – 80% Federal), which requires a twenty percent (20%) match (\$80,000.00), and amend the Multi-governmental Fund by the amount of the award. The 20% match has been identified in the OLOST Infrastructure Roads account.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2022 and adopted at said meeting by the affirmative vote of ten 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

File Attachments for Item:

5. Lease Agreement – 501 12th Street –Pizza Holdings International LLC

Approval is requested to enter into a lease agreement with Pizza Holdings International LLC to lease space at the parking lot located at 501 12th Street, Columbus, Georgia 31901. The City will lease at the rate of \$1,000 per annum, being a sum of \$5,000 prior to the commencement of the initial lease and subsequent renewals.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #5.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Lease Agreement – 501 12th Street –Pizza Holdings International LLC
AGENDA SUMMARY:	Approval is requested to enter into a lease agreement with Pizza Holdings International LLC to lease space at the parking lot located at 501 12 th Street, Columbus, Georgia 31901. The City will lease at the rate of \$1,000 per annum, being a sum of \$5,000 prior to the commencement of the initial lease and subsequent renewals.
INITIATED BY:	Community Reinvestment

Recommendation: Approval is requested to authorize the City Manager to execute a lease for 501 12th Street, Columbus, Georgia with Pizza Holdings International LLC.

Background: Council approved Resolution No. 021-22 granting Pizza Box LLC to lease parking spaces at city owned 501 12th Street, Columbus, Georgia 31901. The owners of Pizza Box LLC were unable to secure the name and are now established as Pizza Holdings International LLC. The following background and resolution represent the originals presented to council in January 2022 with the exception of the company name change.

In September of 2020, The City was approached about the potential of leasing city owned property located at 501 12th Street. The property's current use is a parking lot. The Pizza Holdings International LLC owns the property next door located at 519 12th Street 31901. They are preparing to launce an upscale pizza restaurant and are requesting to enter into a lease agreement with the city to accommodate their guests. The Lease term will be for an initial 5 years with (2) five-year renewal options. The Pizza Holdings International LLC will pay the city in rent the cumulative amount of \$1,000 per year before the commencement date of the lease and for each renewal thereafter. The first set of Parking Spaces consist exclusively of seven (7) unattended parking spaces totaling 2,502.5 Square feet, The Pizza Holdings International LLC's sole use of the Parking Spaces shall be for the construction of an exterior covered dining patio and enclosed storage structure to be used by guests of the restaurant. The secondary set of parking spaces consist exclusively of six (6) unattended parking spaces totaling 1,408 square feet. The Pizza Holdings International LLC's sole use of the Parking Spaces shall be for a non-permanent events tent to be used by guests of Lessee at its restaurant.

Analysis: Pizza Holdings International LLC will pay rent and is responsible for general maintenance and of the space and utilities.

Financial Considerations: The City will lease at the rate of \$1,000 per annum, being a sum of \$5,000 prior to the commencement of the initial lease and subsequent renewals.

Legal Considerations: Any lease agreement involving City of Columbus owned property requires Council approval.

Recommendation/Action: Approval is requested to authorize the City Manager to execute a lease for 501 12th Street, Columbus, Georgia with Pizza Holdings International LLC.

Item #5.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH PIZZA HOLDINGS INTERNATIONAL LLC TO LEASE PARKING SPACES AT CITY OWNED 501 12TH STREET, COLUMBUS, GEORGIA 31901 FOR FIVE (5) YEARS WITH TWO (2) RENEWALS FOR \$1,000 PER YEAR.

WHEREAS, the City owns the property located at 501 12th street and is using it for public parking spaces; and,

WHEREAS, the Pizza Holdings International LLC is requesting a lease agreement for the leasing of a tract of 7 parking spaces and 6 parking spaces respectively; and,

WHEREAS, the seven (7) unattended parking spaces totaling 2,502.5 Square feet, will be used to construct an exterior covered dining patio and enclosed storage structure; and,

WHEREAS, the six (6) unattended parking spaces totaling 1,408 square feet, will be used for a non-permanent events tent; and,

WHEREAS, The City will lease at the rate of \$1000 per annum, being a sum of \$5,000 per lease period to be paid prior to lease commencement with two (2) five (5) year renewals; and,

WHEREAS, the term of lease agreement for the spaces. being utilized is February 1, 2022, through January 30, 2027.

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

That the City Manager is hereby authorized to enter into a lease agreement with Pizza Holdings International LLC to execute a lease for 501 12th Street, Columbus, Georgia for \$1,000 per annum being a sum of \$5,000 for five (5) years to be paid prior to lease commencement with two (2) five (5) year renewals.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of July 2022 and adopted at said meeting by the affirmative vote of ten 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

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

Parking Space Lease Agreement

This Parking Space Lease Agreement (the “Lease”) is entered into by and between COLUMBUS, GEORGIA, a consolidated city-county government, (“Lessor”) and PIZZA HOLDINGS INTERNATIONAL LLC, a Georgia limited liability company, (“Lessee”) subject to the following terms and conditions:

1. Parking Spaces.

Lessor leases to Lessee, at the rental and on the terms and conditions hereinafter set forth, seven (7) parking spaces to the lessee’s property line and an adjacent, Six (6) parking spaces, only, hereinafter “Parking Spaces”, which Parking Spaces are located at 501 12th Street, Columbus, Muscogee County, Georgia, all as indicated by signage, which Parking Spaces are located adjacent to the building owned by Lessee at 519 12th Street, Columbus, Georgia, with Lessor’s property being more particularly shown on Exhibit “A”, attached hereto and made a part hereof; with Lessee’s property being more particularly shown on Exhibit “B”, attached hereto and made a part hereof, and with such Parking Spaces at the aforementioned location being more particularly delineated, together with adjacent property to be used, only, for access of ingress, egress and regress to and from same, on Exhibit “C” hereof.

2. Nature of Agreement.

Lessee understands and acknowledges that the Parking Spaces consist exclusively of seven (7) unattended parking spaces totaling 2,502.5 Square feet, and that this Lease constitutes a license of the referenced parking spaces, only. This Agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this Lease. This Agreement is intended to create a license only granting to the Lessee the right to use the designated Parking Spaces totaling 2,502.5 Square feet. Despite the nomenclature stated herein, no Lessor-Lessee relationship is intended. The Lessee’s sole use of the Parking Spaces shall be for the construction of an exterior covered dining patio and enclosed storage structure to be used by guests of Lessee at its restaurant.

In addition, Lessee understands and acknowledges that the secondary Parking Spaces consist exclusively of six (6) unattended parking spaces totaling 1,408 square feet, and that this Lease constitutes a license of the referenced parking spaces, only. This Agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this Lease. This Agreement is intended to create a license only granting to the Lessee the right to use the designated Parking Spaces totaling 1,408 square feet. Despite the nomenclature stated herein, no Lessor-Lessee relationship is intended. The Lessee’s sole use of the Parking Spaces shall be for a non-permanent events tent to be used by guests of Lessee at its restaurant.

3. **No Service Provided; Repairs, Maintenance and Alterations.**

The parties hereto understand and agree that this Lease is a land lease, and that the Lessor shall not be required to furnish any services, facilities or to make any repairs or alterations in or to the Parking Spaces and adjacent property of Lessor used by Lessee. The Lessee hereby assumes the full and sole responsibility for the condition, operation, repair, replacement and maintenance of the Parking Spaces and adjacent property of Lessor used by Lessee. The Lessee shall maintain the Parking Spaces and adjacent property of Lessor used by Lessee hereunder, in a clean, well ordered, slightly, first class fashion, and substantial condition of repair and appearance, ordinary wear and tear and casualty excepted. The Lessee shall keep the Parking Spaces and adjacent property of Lessor used by Lessee, as well as adjacent property owned by Lessor not leased hereunder, clear of refuse and debris. The Lessee shall not make any alterations, additions or improvements to the Parking Spaces and adjacent property of Lessor used by Lessee without the prior written approval of the Lessor. The Parking Spaces and adjacent property of Lessor used by Lessee, as well as adjacent property owned by Lessor not leased hereunder, shall, at all times, be kept so as to allow for uninterrupted pedestrian and vehicular right of way and passage by Lessee and by Lessor and by their respective guests, invitees, employees, independent contractors, and agents.

4. **Term.**

(a) The term of this Lease shall be for five (5) years, commencing on the _____ day of _____, 20____, ("Commencement Date") and terminate at midnight prior to the sixth (6th) anniversary date of such Commencement Date.

(b) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rental due under Section 5 (b) hereof, for an additional five (5) year period, commencing on the sixth (6th) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the eleventh (11th) anniversary date of such Commencement Date.

(c) Provided Lessee is in full compliance herewith and not in default in any of the terms and conditions hereof, then Lessor grants to Lessee the option to renew the within Lease, under the same identical terms and provisions herein contained, except for the rental due under Section 5 (b) hereof, for an additional five (5) year period, commencing on the eleventh (11th) anniversary date of the Commencement Date, and terminating at midnight, on the day immediately preceding the sixteenth (16th) anniversary date of such Commencement Date.

(d) The options to renew herein granted to Lessee under Sections 4 (b) and (c) hereof may only be exercised upon the giving of respective ninety (90) day prior written notices of such exercise by Lessee to Lessor. The failure, or inability due to default, of Lessee to exercise the option herein granted, in accordance herewith, shall result in the termination of the within Lease as of the end of the initial or then renewal term hereof, with no further renewal right or option hereunder, in any way, whatsoever, and with all subsequent renewal rights or options to lapse, in all respects, being of no further consequence or affect, whatsoever.

5. **Rent.**

(a) Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the Commencement Date and midnight prior to each annual anniversary of the Commencement Date thereafter for such original five (5) year term of this Lease.

(b) In the event Lessee exercises the option to renew, provided in Paragraph 4(b) hereof, then Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the sixth (6th) anniversary date of the Commencement Date and immediately preceding midnight on the seventh (7th), eighth (8th), ninth (9th), and tenth (10th) respective anniversaries of the commencement date.

(c) In the event Lessee exercises the option to renew, provided in Paragraph 4(c) hereof, then Lessee shall pay to Lessor rent in the cumulative amount of \$1,000 per year for all Parking Spaces leased hereunder. Such rent must be received by the Lessor on or before the eleventh (11th) anniversary date of the Commencement Date and immediately preceding midnight on the twelfth (12th), thirteenth (13th), fourteenth (14th), and fifteenth (15th) respective anniversaries of the commencement date.

(d) In the event Lessee exercises the option to renew, provided in Paragraph 3(c) hereof, then Lessee shall pay the Basic Rent paid during the immediately preceding five (5) year period, in monthly installments, during the sixteenth, seventeenth, eighteenth, nineteenth, and twentieth years of the second renewal term hereof, adjusted, however, in accordance with Paragraph 4(a)(ii)(5) hereof

(e) Rental payments received after the 5th business day from date due shall be considered late and a late fee of (\$50.00) will be charged to the Lessee accordingly.

6. **Late or Non-Payment.**

In the event of any non-payment or of any late payment, Lessor has the right to terminate the within Lease and to bar any vehicles from being parked in the Parking Spaces leased hereunder, as well as to tow, remove or disable vehicles at the sole risk of Lessee. Lessee shall pay for any and all related costs for any towing, removal, and/or impounding arising here from, with Lessee fully saving, indemnifying and holding Lessor harmless from any and all of such related costs and expenses, as well as liability for such towing, removing or disabling.

7. **Liability.**

Lessee agrees to save, indemnify, defend, and hold Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing personal injury, loss of life, or damage to property whatsoever occurring on, in, or about the Parking Spaces, or occurring to the Parking Spaces, including without limitation

damage or injury caused by: (a) a defect in the Parking Spaces; (b) the fault, negligence, or intentional acts of Lessee, Lessee's invitees, or of anyone else; and/or (c) the failure of the Lessee to comply fully with the covenants and obligations under this Lease. Lessee assumes responsibility for the condition of the Parking Spaces and adjacent property owned by Lessor being used by Lessee's invitees for access of ingress, egress and regress to and from the Parking Spaces, and Lessee agrees that Lessee and Lessee's invitees shall utilize the Parking Spaces and adjacent property owned by Lessor at their own risk and peril. The Lessee shall fully save and indemnify the Lessor (and its officers, directors and employees) against, and hold the Lessor (and its officers, directors and employees) harmless from, any and all losses, damages, claims, liabilities, judgments, costs and expenses (including the reasonable cost and expense of defending any claim), arising directly or indirectly, during the term of this Lease out of any act, omission or negligence of the Lessee, its agents, employees, consultants, affiliates, guests, and invitees.

8. **Insurance.**

(a) Lessee shall procure, and maintain in full force and effect at its sole cost and expense at all times during the term of this Lease, with insurers approved by Lessor: (1) comprehensive general liability insurance applicable to the Premises with limits of liability of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence for injury to persons, including death resulting therefrom, and \$500,000.00 per occurrence for damage to the property of others, with not more than \$2,500 deductible; (2) insurance with respect to Lessee's and its property on the Premises and any alterations, remodeling or improvements made or installed by Lessee on the Premises, in an amount equal to the full replacement value of the property insured, and which insures against the perils of fire, windstorm, earthquake, flood, riot, theft, vandalism, and malicious mischief, sprinkler leakage, and explosion, and (3) such other insurance, to include casualty loss and worker's compensation, on the Premises and Improvements and in such amounts as may from time to time be reasonably required by Lessor against other insurable hazards which at the time are commonly insured against in the case of premises similarly situated.

(b) All insurance required to be maintained pursuant to this paragraph shall: (1) name Lessor as an additional insured; (2) provide that the policy cannot be cancelled as to Lessor except after the insurer gives Lessor fifteen (15) days written notice of cancellation; (3) provide that the policy cannot lapse if it is not renewed for any reason except after the insurer gives Lessor fifteen (15) days written notice of non-renewal; (4) provide that no material change in coverage provided by the policy shall be effective except after the insurer gives Lessor fifteen (15) days written notice of the change; (5) shall state that notice of any claim against Lessor shall be deemed to have occurred only when Lessor has received actual notice, and has actual knowledge of the claim, and (6) not be subject to invalidation as to Lessor by reason of any act or omission of Lessee.

(c) Lessee shall not obtain or maintain in force any other insurance policy which might have the effect of reducing the loss payable to Lessor under the coverage required under this paragraph. Immediately upon the issuance of the policy or policies required under this paragraph, Lessee shall deliver a duplicate original policy to Lessor, together with evidence satisfactory to Lessor that the premiums have been paid for a period of at least one year from the Commencement Date. Not less than fifteen (15) days prior to the expiration of a policy required under this paragraph, Lessee shall pay the premium for renewal for a period of not less than one year and deliver to Lessor a renewal policy or endorsement evidencing the renewal, together with evidence

satisfactory to Lessor that the renewal premium has been paid.

(d) Each such insurance policy shall contain a provision permitting Lessee to waive all rights of recovery by way of subrogation, for Lessee and Lessee's insurer, substantially in the following form: "This insurance policy shall not be invalidated, and shall remain in full force and effect, if the insured waives in writing prior to a loss any or all right of recovery against any party for a loss occurring to the property covered by this policy. Lessee waives, during the term of this Lease, any and all rights of recovery and claims against Lessor, Lessor's officers, employees and agents, to the full extent that indemnification is due under the insurance coverage required by this paragraph."

(e) All of the above required insurance coverage shall be placed with insurers licensed within the State of Georgia and who maintain an A.M. Best rating of A- VII or better.

9. **Items Left in Vehicle.**

Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicle while in, or being driven to and from, the Parking Spaces or the adjacent property owned by Lessor, with Lessee fully saving, indemnifying, defending, and holding Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing loss, damage to or theft of any such property.

10. **Damage to Vehicle.**

Lessor shall not be responsible for the loss, damage, or theft of any vehicle in, or being driven to and from, the Parking Spaces or the adjacent property owned by Lessor, with Lessee fully saving, indemnifying, defending, and holding Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing loss, damage or theft to any such vehicle.

11. **Expenses and Attorney's Fees.**

Should either Lessor or Lessee employ an attorney to institute a legal proceeding against the other party for the purpose of collecting any monies due hereunder or in enforcing any of the provisions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs and expenses, including attorney's fees, expended or incurred in connection with such proceedings.

12. **Assignment and Sublet.**

Lessee's rights and obligations hereunder shall be personal and indivisible. Lessee shall not have the right to assign or sublease this Lease or the Parking Spaces or adjacent property owned by Lessor.

13. **Alterations.**

Lessee is permitted to make any alterations, additions, or improvements to the Parking

Spaces and adjacent property owned by Lessor, with written consent from Lessor, which consent may be withheld in the Lessor's sole judgment and absolute discretion.

14. **Access to Premises.**

Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Parking Spaces and every part thereof for the purposes of inspecting, examining, or performing maintenance upon the same, or enforcing the provisions hereof.

15. **Early Termination.**

Lessor, in its governmental capacity, may terminate this Lease with thirty (30) days prior written notice to Lessee, if it determines, in its sole judgment and absolute discretion, that the Parking Spaces are required for other purposes.

16. **Interpretation.**

This Lease is declared to be a Georgia contract, and all of the terms herein shall be construed according to the laws of the State of Georgia.

17. **WAIVER OF JURY TRIAL, JURISDICTION AND VENUE.** IN ORDER TO AVOID THE ADDITIONAL TIME AND EXPENSE RELATED TO A JURY TRIAL ON ANY MATTERS ARISING HEREUNDER OR RELATING OR CONNECTED IN ANY MANNER TO THIS LEASE, IT IS AGREED BY THE PARTIES HERETO, FOR THEMSELVES, AND FOR THEIR RESPECTIVE SUCCESSORS AND/OR ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY MATTERS, INCLUDING ANY COUNTERCLAIMS, CROSS CLAIMS, OR THIRD-PARTY CLAIMS, AND INCLUDING ANY AND ALL CLAIMS OF INJURIES AND/OR DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, ANY AND ALL OF WHICH LEGAL PROCEEDINGS SHALL ONLY BE FILED IN THE SUPERIOR COURT OF MUSCOGEE COUNTY, GEORGIA, OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF GEORGIA. THE PARTIES HERETO HEREBY EXPRESSLY WAIVE ANY OTHER JURISDICTION OR VENUE WHETHER BY STATUTE OR OTHER LAW.

(INITIALS)

(INITIALS)

18. **Severability.** In the event any section of this Lease or portion thereof shall be held invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

19. **Entire Agreement, Amendment and Waiver.** This Lease constitutes the entire agreement between the parties hereto pertaining to the issues and supersedes all prior and contemporaneous agreements, representations and understanding of the parties hereto with regard to such issues. There are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, concerning such issues. This Agreement

shall not be contradicted, explained or supplemented by any prior or contemporaneous written or oral statements, proposals or representations, whosoever. No supplement, modification or amendment of this Agreement shall be binding unless in a writing executed by all the parties hereto. No waiver of any of the provisions of this Agreement shall be, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party hereto making the waiver.

20. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which, together, shall be one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

21. **Compliance With Laws.** Throughout the term of this Lease, the Lessee, at its sole cost and expense, shall comply with any and all laws, statutes, rules, regulations, and ordinances that are applicable to the Parking Spaces or any part thereof and the provisions hereof.

22. **Default.**

(a) In the event that the Lessee shall fail to pay Rent or any part thereof when due or shall violate or fail to perform any of the covenants hereof on the part of the Lessee to be performed, in both such circumstances after notice of such failure or violation shall have been given as hereinbelow provided (each such event, a "Default"), the Lessor may elect either:

(b) To re-enter the Parking Spaces by summary proceedings or otherwise and re-let the Parking Spaces to a third party or parties, making diligent efforts therefor, and upon receiving rent therefrom, applying the same first to the payment of Rent and other fees and expenses accruing hereunder, and the balance, if any, to be paid to the Lessee; provided, however, that the Lessee shall remain liable for the equivalent of the amount of all Rent and other payments due, as the case may be, throughout the remaining term of this Lease to the extent such amounts are not mitigated by such third party lessee or lessees; or

(c) To terminate this Lease and to resume possession of the Parking Spaces wholly discharged from this Lease. The Lessor shall make such election by written notice to the Lessee at any time on or before the doing of any act or the commencement of any proceedings to recover possession of the Parking Spaces by reason of the Default then existing and such election shall be final. If the Lessor shall elect to terminate this Lease as set forth in this Section 22(b), then immediately upon such termination, all rights and obligations whatsoever of the Lessee and of its successors and assigns under this Lease, so far as the same may relate to the unexpired portion of the term hereof, shall cease. Within ten (10) days after receipt by the Lessee of notice of election by the Lessor to terminate this Lease pursuant to this Section 22(b): (i) the parties shall, by an instrument in writing in form for recording, cancel this Lease and the unexpired portion of the term hereof, and (ii) the Lessee shall surrender and deliver to the Lessor the entire Parking Spaces, and upon any default by the Lessee in so doing, the Lessor shall have the right to re-enter the Parking Spaces either by summary proceeding or otherwise.

(d) No Default hereunder shall be deemed to have occurred on the part of the

Lessee until ten (10) days after written notice of such Default shall have been received by the Lessee, and the Lessee within such time shall have failed to remedy such Default. If any Default by the Lessee, (with the exception of the payment of Rent), cannot reasonably be cured within such ten (10) day period, then the Lessee shall have such additional time as may be reasonably necessary to remedy the same.

23. **Notices.** All notices sent or required to be sent hereunder shall be sent in writing by registered or certified mail, return receipt requested, postage prepaid, to the addresses set forth in the caption to this Lease above or to either party at such other address as such party may designate by notice to the other party.

24. **Surrender.** The Lessee shall: (a) on the last day of the term hereof (including the final Renewal Term, if any); (b) upon any earlier termination permitted under this Lease, and (c) upon any permitted entry or re-entry by the Lessor upon the Parking Spaces, peaceably leave and surrender the Parking Spaces into the possession and use of the Lessor without fraud or delay in good order, condition and repair without violations, reasonable wear and tear and casualty excepted. If the Lessee has made additions, alterations or modifications to the Parking Spaces, at the request of the Lessor, the Lessee shall remove such additions, alterations or modifications, at its expense, upon such surrender.

Each of the parties hereto warrants that it has read this entire Lease and that each party understands and agrees to the provisions contained herein. Thus executed and agreed to on this _____ day of _____, 20____.

[SIGNATURES TO FOLLOW]

Lessor:

COLUMBUS, GEORGIA,
a consolidated city-county government

By: _____

Its: _____

(SEAL OF CITY)

Lessee:

PIZZA HOLDINGS INTERNATIONAL LLC,
a Georgia limited liability company

By: _____

Its: _____

(COMPANY SEAL)

File Attachments for Item:

6. Lease Agreement – Parking Spaces Locate Directly Underneath or Below the 13th Street Viaduct to Crawford JMD Holdings, LLC

Approval is requested to enter into a lease agreement with Crawford JMD Holdings, LLC to lease parking spaces directly underneath or below the 13th Street Viaduct. The City will lease at the rate of \$1,000.00 per annum, being a sum of \$5,000 for the full term of the initial lease and subsequent renewals.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #6.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Lease Agreement – Parking Spaces Locate Directly Underneath or Below the 13th Street Viaduct to Crawford JMD Holdings, LLC
AGENDA SUMMARY:	Approval is requested to enter into a lease agreement with Crawford JMD Holdings, LLC to lease parking spaces directly underneath or below the 13 th Street Viaduct. The City will lease at the rate of \$1,000.00 per annum, being a sum of \$5,000 for the full term of the initial lease and subsequent renewals.
INITIATED BY:	Community Reinvestment

Recommendation: Approval is requested to authorize the City Manager to execute a lease for parking spaces directly underneath or below the 13th Street Viaduct, Columbus, Georgia with Crawford JMD Holdings, LLC.

Background: Council passed Resolution 217-10 on July 13th 2010 to enter into a lease with Omega Financial, Inc. and entered into the lease on August 23rd 2010. Omega Financial received space beneath the 13th Street Right-Of-Way for \$1 per year and the value of improvements they made with 18 parking spaces and access to the railroad yard and rear of existing buildings. Omega Financial operated in the adjacent building located at 1242 6th Avenue and is now changing its name to Asperion. The Landlord, Crawford JMD Holdings, LLC is interested in taking over the lease to allow current and future tenants the use of the adjacent parking spaces beneath the 13th Street Viaduct at \$1,000 per year for 5 years with two 5 year renewals.

Analysis: Crawford JMD Holdings, LLC will pay rent and is responsible for general maintenance of the space.

Financial Considerations: The City will lease at the rate of \$1,000.00 per annum, being a sum of \$5,000 for the full term of the initial lease and subsequent renewals.

Legal Considerations: Any lease agreement involving City of Columbus owned property requires Council approval.

Recommendation/Action: Approval is requested to authorize the City Manager to execute a lease for parking spaces below the 13th Street Viaduct, Columbus, Georgia with Crawford JMD Holdings, LLC.

NO.

Item #6.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE WITH CRAWFORD JMD HOLDINGS LLC TO LEASE CITY OWNED PARKING SPACES BENEATH THE 13TH STREET VIADUCT/BRIDGE FOR A PERIOD OF FIVE (5) YEARS WITH TWO (2) RENEWALS FOR \$1,000 PER YEAR.

WHEREAS, the City owns the property located beneath the 13th Street Viaduct; and,

WHEREAS, Crawford JMD Holdings LLC is requesting a lease agreement for the leasing of a tract of 18 parking spaces; and,

WHEREAS, The City will lease at the rate of \$1,000 per annum to be paid at signing and each anniversary thereafter, being a sum of \$5,000 per lease period and two (2) five (5) year renewals; and,

WHEREAS, the term of lease agreement for the spaces. being utilized is August 1, 2022, through July 31, 2027.

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

That the City Manager is hereby authorized to enter into a lease agreement with Crawford JMD Holdings LLC to execute a lease for parking spaces beneath the 13th Street Viaduct, Columbus Georgia, for \$1,000 per annum for five (5) years with two (2) five (5) year renewals.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____ 2022 and adopted at said meeting by the affirmative vote of ten 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as this "Lease"), made and entered into as of the _____ day of _____, 2022, between COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as "Landlord"), and CRAWFORD JMD HOLDINGS, LLC, (hereinafter referred to as "Tenant").

WITNESSETH THAT:

WHEREAS, Landlord is the owner of the hereinafter described property and desires to lease the same to Tenant upon the terms and conditions hereinafter set forth, and Tenant desires to lease said property from landlord upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises recited, the rents to be paid hereunder and the benefits accruing to the parties hereto, Landlord and Tenant do hereby agree as follows:

1. **Premises.** Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord vacant land of approximately 0.242 acres located on the east side of 6th Avenue, directly underneath or below the 13th Street Viaduct, in Columbus, Muscogee County, Georgia, and being more particularly shown and described on Exhibit "A", attached hereto and made a part hereof, together with and subject to all rights, privileges, easements, appurtenances, and amenities encumbering, belonging or in any way pertaining to said premises (the "Premises").
2. **Term.** The term of this Lease shall be for five (5) years commencing on the execution date.
3. **Renewal.** At the expiration of the initial five-year term of this Lease, and provided Tenant is not in default hereunder, this Lease may be renewed by Lessee for one (1) additional five (5) year renewal term. Thereafter, and provided Tenant is not in default hereunder, Tenant shall have the right to renew this Lease for two (2) additional five (5) year renewal terms, provided Tenant obtains Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant, in order to exercise any such renewal option, shall give Landlord not less than sixty (60) days prior written notice of Tenant's intent to renew before the end of the initial term or the then applicable renewal term. During any renewal term hereof, the Tenant shall lease the Premises from the Landlord upon the same terms and conditions as herein provided.
4. **Voluntary Termination.** Notwithstanding any provision herein to the contrary, Tenant shall have the right to terminate this Lease, at any time, with or without cause, upon giving no less than thirty (30) days prior written notice of cancellation to the Landlord. Tenant shall continue to pay the normal rental due hereunder until the date of cancellation. After the running of the five (5) years from the date hereof, and provided Landlord has not consented and agreed to grant Tenant two (2) additional five (5) year renewal options as provided above, then Landlord shall have the right to terminate this Lease, at any time, with or without cause, upon

giving no less than thirty (30) days prior written notice of cancellation to Tenant.

5. Rent. In addition to any improvements done to or placed upon the Premises, Tenant shall pay to Landlord as rent for the use, possession and occupancy of the Premises, \$1,000 at signing, with \$1,000 per annum on the anniversary date of the commencement date for the entire five (5) year term. The annual lease payment of \$1,000 shall be due and payable as of the first day of any renewal term on the commencement date set hereunder. Tenant shall also pay for Landlord's attorney fees in the preparation and execution of this Lease up to and not to exceed \$800.

6. Use; Maintenance. Tenant shall use the Premises for: (i) the parking of the trucks, automobiles and other vehicles of Tenant and Tenant's officers, owners, employees, agents, customers, invitees, and guests; (ii) pedestrian and vehicular access to and from the Premises to 6th Avenue and to, from and between the Tenant's offices located at 1242 6th Avenue and 1300 6th Avenue; (iii) installation, use, inspection and maintenance of a communication or network system between Tenant's above described offices, including, without limitation, buried cables, wires and conduits, manholes, equipment, housings, and related facilities, and (iv) any other lawful use related thereto. Tenant shall not make any unlawful or offensive use of the Premises, will substantially comply with all applicable statutes, ordinances, rules, orders, regulations or requirements of federal, state and municipal governments, and will not unreasonably interfere with, impeded or block vehicular, pedestrian or other access from said 6th Avenue to the property adjoining and located east of the Premises.

Tenant shall be responsible to improve, maintain and repair the Premises during the term hereof and to keep the same in a good and clean condition.

7. Authority; Possession. Landlord represents and warrants to Tenant that Landlord is the owner of the Premises, that Landlord has the right, authority and power to enter into this Lease for the term stated and that, so long as the Tenant pays the rent herein stipulated and performs all other obligations of the Tenant hereunder, Landlord will warrant and defend the right of Tenant to quietly and peacefully use and enjoy the Premises during the term hereof.

8. Sublease; Assignment. Tenant may not assign this Lease or sublet any portion of the Premises to any person, firm or corporation without obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding the preceding, Tenant may transfer, assign or sublease the Premises to an affiliate or successor of Tenant, including, without limitation, to ~~WSI Properties, LLC~~, without obtaining Landlord's prior written consent.

9. No Liability; Insurance. Landlord shall not be liable for any damage to any property of the Tenant or of Tenant's officers, owners, employees, agents, customers, invitees or guests located on the Premises, and Tenant shall maintain appropriate insurance to protect its property and fixtures located thereon.

10. Default. In the event Tenant fails to pay any rent provided herein or perform any

other covenant required of it in this Lease, and if such default shall continue for thirty (30) days after Tenant's receipt of prior written notice of default from the Landlord, at Landlord's option, Landlord may, in addition to any other right or remedy provided at law or in equity, terminate this Lease immediately and, without resort to legal proceedings, have the right to re-enter and summarily take possession of the Premises and remove the property of Tenant therefrom.

11. Utilities. Tenant shall furnish and pay for all water, natural gas, electricity, telephone, internet, cable and other utilities used by Tenant on the Premises during the term hereof.

12. Indemnification. Tenant shall assume all responsibility for, and indemnify and save harmless Landlord from any and all loss, expense or claims, including reasonable attorney's fees, arising out of any personal injury, death, property damage and any loss whatsoever occurring on the Premises and caused by the negligent or intentional acts of Tenant, its officers, owners, employees, agents, customers, invitees and guests.

13. Surrender of Premises. Tenant shall surrender to Landlord, at the expiration of the term hereof, the Premises in as good condition as they were in at the commencement of the term hereof, natural wear and tear excepted.

14. Alterations. Tenant shall not make alterations, additions or improvements to the Premises without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld.

15. Signage. Tenant shall have the right to install signs on the Premises upon obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Such signs shall comply with all applicable laws, ordinances, rules and regulations relating thereto and shall be removed by Tenant at the expiration of this Lease and any damage to the Premises caused by such removal shall be repaired by Tenant.

16. Inspection. Landlord shall have the right to inspect the Premises during reasonable business hours upon reasonable prior notice to Tenant.

17. Notice. All notices provided for in this Lease shall be in writing, and shall be sent by registered or certified mail, return receipt requested. Notice to Tenant shall be addressed to Tenant at 1025 1st Ave. Columbus, GA 31901, Attention: Ernie Smallman. With Copy to John Menza Dudley Jr. 801 13th St. Phenix City, Al. 36867. Notices to Landlord shall be addressed to Landlord at P.O. Box 1340, Columbus, Georgia 31902, Attention: City Manager; with a copy to the City Attorney at P.O. Box 1340, Columbus, Georgia 31902. Either party may change its address for purposes of the foregoing upon giving prior written notice to the other as provided herein.

18. Binding. This Lease shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

19. Entire Agreement. This Lease provides the entire agreement between the parties

hereto, and no statements, representations or warranties shall be binding upon said parties unless included herein or subsequently reduced to writing and signed by said parties.

20. Environmental. To the extent provided by law, Landlord hereby agrees to indemnify, defend and hold harmless Tenant from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses, or costs, , incurred by, claimed or assessed against Tenant under any laws, rules or regulations, whether federal, state or local, in any way connected with injury to any person or damage to any property or any loss to Tenant, whether direct or consequential, foreseeable, or unforeseeable, directly or indirectly arising out of or occasioned in any way by any hazardous or toxic substances, including, but not limited to, any oil or petroleum products, that at any time may have been or may be stored or caused to be released upon the Premises by Landlord, its agents, servants, employees, on or before the date.

Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any suits, actions, legal or administrative proceedings, demands, claims, liabilities, fines, penalties, losses, injuries, damages, expenses or costs, including attorney's fees, incurred by, claimed or assessed against Landlord under any laws, rules or regulations, whether federal, state or local, in any way connected with injury to any person or damage to any property or any loss to Landlord, whether direct or consequential, foreseeable, or unforeseeable, directly or indirectly arising out of or occasioned in any way by any hazardous or toxic substances, including, but not limited to, any oil petroleum products, that at any time may have been or may be stored or caused to be released upon the Premises by Tenant, its agents, servants, employees, tenants, invitees, independent contractors, successors, predecessors or assigns after the date hereof.

21. Multiple Counterparts. This Lease may be executed in more than one counterpart and each such counterpart or copy shall serve as an original hereof.

[Signatures to Follow]

IN TESTIMONY WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the date first above written.

Landlord:

COLUMBUS, GEORGIA

By:

Isaiah Hugley, City Manager

Attest:

Sandra T. Davis, Clerk of Council

(SEAL OF CITY/COUNTY)

Tenant:

CRAWFORD JMD HOLDINGS, LLC

By:

Its:

Attest:

Its:

(CORPORATE SEAL)

EXHIBIT “A”

File Attachments for Item:

7. Revised Lease of Equipment for City Golf Courses

Approval is requested to enter into two leases to facilitate the lease of six pieces of Toro grounds keeping equipment from Huntington National Bank over a 48 month period in the total amount of \$204,144.48.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #7.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Revised Lease of Equipment for City Golf Courses
AGENDA SUMMARY:	Approval is requested to enter into two leases to facilitate the lease of six pieces of Toro grounds keeping equipment from Huntington National Bank over a 48 month period in the total amount of \$204,144.48.
INITIATED BY:	Golf Authority

Recommendation: Approval is requested to enter into two leases to facilitate the lease of six pieces of Toro grounds keeping equipment from Huntington National Bank.

Background: There is a need at the Bull Creek and Oxbow Creek golf facilities for the equipment listed below to be used to maintain the courses.

Bull Creek:

Lease #008-0699354-102

2 Toro Groundsmaster 1200

1 Toro Reelmaster 3100-D

1 Toro Reelmaster 3100-D w/ all accessories

Monthly payment of \$2564.21/48 months/ total payments \$123,082.08

Fair Market Value Purchase Option

Oxbow Creek:

Lease # 008-0699354-103

1 Toro Groundsmaster 1200

1 Toro Reelmaster 3575 D

Monthly payment \$1688.80/48 months/total payments \$81,062.40

Fair Market Value Purchase Option

Analysis: For Bull Creek Golf Course, the lease agreements will be for 48 months payments totaling \$123,082.08. For Oxbow Creek Golf Course, the leasing period will be for 48 months totaling \$81,062.40.

Financial Considerations: At the end of the term of each lease/purchase the Authority will own the equipment upon payment of a minimal fee. At the end of the term of the leases, the Authority will have the option to purchase the equipment for fair market value at that time should they determine that it is in the Authority's best interest, but they are not obligated to do so.

Legal Considerations: The lease agreements and any other documentation will be reviewed by the City Attorney's Office.

Recommendations/Actions: Approve a resolution to enter into two lease purchase agreements and two lease agreement to obtain grounds maintenance equipment from Huntington Bank.

A RESOLUTION**NO. _____****A RESOLUTION AUTHORIZING TWO LEASE AGREEMENTS WITH HUNTINGTON BANK OVER A 48 MONTH LEASE PERIOD IN A TOTAL AMOUNT OF \$204,144.48 TO OBTAIN EQUIPMENT TO BE UTILIZED AT BULL CREEK GOLF COURSE AND AT OXBOW CREEK GOLF COURSE.**

WHEREAS, the piece of TORO equipment listed on Exhibit A hereto are needed for golf course maintenance at the Bull Creek and Oxbow Creek golf courses.

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

That the City Manager is hereby authorized to enter into two lease agreements on behalf of the Columbus Golf Authority to acquire grounds maintenance equipment from Huntington Bank in accordance with the terms set forth on Exhibit A. The cost of the lease for the equipment to be utilized at Bull Creek Golf will total \$123,082.08 over a period of 48 months, and the cost of the lease for Oxbow Creek Golf Course will total \$81,062.40. over a period of 48 months. Funds are available in the FY23 Budget as follows: Bull Creek Golf Course Fund – Bull Creek – Operations - Equipment Rental/Lease; 0755-630-2100-6543 and Oxbow Creek Golf Course Fund – Oxbow – Maintenance – Equipment Rental/Lease; 0756-640-2200-6543. The City Manager, the Golf Director and their designees shall be authorized to execute the necessary documentation for this transaction.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Welding/Metal Fabrication Services (Annual Contract) – RFB No. 22-0043

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Welding/Metal Fabrication Services (Annual Contract) – RFB No. 22-0043
INITIATED BY:	Finance Department

It is requested that Council approve the execution of an annual contract with R. Smith Metal Works (Columbus, GA), to provide welding/metal fabrication services on an “as needed” basis, for the estimated annual contract amount of \$25,200.00

The provided services will be used for the repairs of various facilities and equipment owned by the City.

The initial contract period will be for two (2) years, with the option to renew for three (3) additional twelve-month periods, contingent upon the mutual agreement of the City and Contractor.

Bid specifications were posted on the web pages of the Purchasing Division, DemandStar and Georgia Procurement Registry. Four (4) bids were received on July 6, 2022. This bid has been advertised, opened, and reviewed. The bidders were:

Vendor Name: (Alphabetically, as shown in DemandStar)		R. Smith Metal Works (Columbus, GA)		Midsouth Mechanical, Inc. (LaGrange, GA)		Quality Custom Welding, LLC* (Columbus, GA)		Blackwell Welding and Repairs (Atlanta, GA)	
	Estimated Annual Hours	Hourly Rate	Extended Cost	Hourly Rate	Extended Cost	Hourly Rate	Extended Cost	Hourly Rate	Extended Cost
Field Work:									
Regular Working Hours, Labor (per hour)	140	45.00	6,300.00	55.00	7,700.00	35.00	4,900.00	125.00	17,500.00
Outside Regular Hours, Labor (per hour)	20	45.00	4,000.00	82.50	1,650.00	55.00	1,100.00	200.00	4,000.00
Shop Work:									
Regular Working Hours, Labor (per hour)	400	45.00	18,000.00	55.00	22,000.00	35.00	14,000.00	125.00	50,000.00
Labor Total Cost		\$ 25,200.00		\$ 31,350.00		\$ 20,000.00		\$ 71,500.00	
Materials (Cost + ____ %)		12%		15%		12%		5%	
Minimum Hours Charged (Y/N and #)		N		Y/8 Hours		Y/4 Hours		Y/1 Hour	

*Quality Custom Welding, LLC, low bidder, does not maintain a permanent facility as they provide mobile welding services. Public Works requires a vendor with a fixed location in which tools and parts may be safely

fabricated. Additionally, the facility must be large enough to house a full-size garbage truck. The vendor was notified in writing and given the opportunity to respond.

Funds are budgeted each fiscal year for this ongoing expense: General Fund – Public Works – Other Maintenance/Repair – Building Maintenance-General Government; 0101-260-3710-REPA-6529.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT FOR WELDING/METAL FABRICATION SERVICES FROM R. SMITH METAL WORKS (COLUMBUS, GA), FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$25,200.00.

WHEREAS, the provided services will be used for the repairs of various facilities and equipment owned by the City; and,

WHEREAS, the initial contract period will be for two (2) years, with the option to renew for three (3) additional twelve-month periods. The Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to enter into an annual contract for welding/metal fabrication services with R. Smith Metal Works (Columbus, GA), for the estimated annual contract value of \$25,200.00. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Public Works – Other Maintenance/Repairs – Building Maintenance-General Government; 0101-260-REPA-3710-6529.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

B. Storage Facility Rental Payment for the Sheriff's Office

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Storage Facility Rental Payment for the Sheriff's Office
INITIATED BY:	Finance Department

It is requested that Council approve payment to River Mill Storage, LLC (Columbus, GA) for the annual storage facility rental fee, in the amount of \$40,079.00 for FY23. It is also requested that payment be approved for subsequent annual rental fees.

The storage facility is utilized by the Sheriff's Office to store items that have been seized during executed search warrants and other criminal activity. Sensitive equipment such as the MCSO bomb trailer, utility trailer and surplus x-ray machines are stored at the facility, as well as, the Mobile Command Unit and trailer. Additionally, storage may be used to house evidence from Superior Court cases that may go to Appeal. The facility is gated and uses closed circuit security cameras that are monitored offsite.

The Sheriff's Office has used the River Mill Storage facility since before 2004 to house various pieces of equipment. In the past, payments for the storage units were made from either the Sheriff Drug Fund or Sheriff Forfeiture Funds, which could be used at the discretion of the Sheriff's Office without adherence to the Procurement Ordinance. Currently, there is not enough funding available in either fund to pay the storage fee. Consequently, the payment must be made from the Sheriff's operating budget.

Funds are budgeted in the FY23 Budget: General Fund – Sheriff – Special Operations/Investigations –Services; 0101 – 550 – 2200 – INFU – 6319. Funds will be budgeted in subsequent fiscal years for future annual rental fees.

A RESOLUTION

Item #B.

NO. _____

A RESOLUTION AUTHORIZING THE PAYMENT TO RIVER MILL STORAGE, LLC (COLUMBUS, GA) FOR THE ANNUAL STORAGE FACILITY RENTAL FEE, IN THE AMOUNT OF \$40,079.00, FOR FY23. PAYMENT IS FURTHER AUTHORIZED FOR SUBSEQUENT ANNUAL RENTAL FEES.

WHEREAS, the storage facility is utilized by the Sheriff's Office to store items that have been seized during executed search warrants and other criminal activity. Sensitive equipment such as the MCSO bomb trailer, utility trailer and surplus x-ray machines are stored at the facility, as well as, the Mobile Command Unit and trailer. Additionally, storage may be used to house evidence from Superior Court cases that may go to Appeal. The facility is gated and uses closed circuit security cameras that are monitored offsite; and,

WHEREAS, the Sheriff's Office has used the River Mill Storage facility since before 2004 to house various pieces of equipment. In the past, payments for the storage units were made from either the Sheriff Drug Fund or Sheriff Forfeiture Funds, which could be used at the discretion of the Sheriff's Office without adherence to the Procurement Ordinance. Currently, there is not enough funding available in either fund to pay the storage fee. Consequently, the payment must be made from the Sheriff's operating budget.

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

That the City Manager is hereby authorized to make payment to River Mill Storage, LLC (Columbus, GA) for the annual storage facility rental fee, in the amount of \$40,079.00, for FY23. The City Manager is further authorized to make payment for subsequent annual rental fees. Funds are budgeted in the FY23 Budget: General Fund – Sheriff – Special Operations/Investigations – Contractual Services; 0101 – 550 – 2200 – INFU – 6319. Funds will be budgeted in subsequent fiscal years for future annual rental fees.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

C. Recycling Containers for Public Works – Sourcewell Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Recycling Containers for Public Works – Sourcewell Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of recycling containers from Wastequip/Toter (Statesville, NC), in the amount of \$52,728.00, by Cooperative Purchase via Sourcewell Contract #041521-TOT.

The Public Works Department is requesting to purchase 864 Toter 64-gallon recycling containers to be issued to citizens to enhance the recycling efforts in Columbus. Some units will replace current residential 18-gallon recycling containers, and some will be issued to residents who will begin recycling for the first time.

This purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041521-TOT, initiated by Sourcewell, whereby Wastequip/Toter was one of the successful vendors contracted to provide Plastic Refuse and Recycling Containers with Related Technology Solutions. The effective date of the contract began May 28, 2021 and will expire on May 28, 2025. The contract may be extended for a fifth year at Sourcewell's discretion. Sourcewell is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Section 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY23 Budget: Integrated Waste Management Fund – Public Works – Recycling – Operating Materials; 0207 – 260 – 3520 – RCYL – 6728.

A RESOLUTION

Item #C.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF RECYCLING CONTAINERS FROM WASTEQUIP/TOTER (STATESVILLE, NC), IN THE AMOUNT OF \$52,728.00, BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #041521-TOT.

WHEREAS, the Public Works Department is requesting to purchase 864 Toter 64-gallon recycling containers to be issued to citizens to enhance the recycling efforts in Columbus. Some units will replace current residential 18-gallon recycling containers, and some will be issued to residents who will begin recycling for the first time; and,

WHEREAS, this purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #041521-TOT, initiated by Sourcewell, whereby Wastequip/Toter was one of the successful vendors contracted to provide Plastic Refuse and Recycling Containers with Related Technology Solutions. The effective date of the contract began May 28, 2021 and will expire on May 28, 2025. The contract may be extended for a fifth year at Sourcewell's discretion. Sourcewell is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Section 3-118 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase recycling containers from Wastequip/Toter (Statesville, NC), in the amount of \$52,728.00, by Cooperative Purchase via Sourcewell Contract #041521-TOT. Funds are budgeted in the FY23 Budget: Integrated Waste Management Fund – Public Works – Recycling – Operating Materials; 0207 – 260 – 3520 – RCYL – 6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

D. Annual Software Renewal for Cyber Security Training – Georgia State Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #D.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Annual Software Renewal for Cyber Security Training – Georgia State Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve payment to CDW Government (Vernon Hills, IL), in the amount of \$34,751.58, for the annual software renewal for cyber security training. The purchase/payment will be accomplished by Cooperative Purchase, via Georgia Statewide Contract #99999-SPD-SPD0000060-0004. It is also requested that payment be approved for subsequent annual renewals of the software.

The Information Technology Department is requesting the renewal of the software, known as Knowb4, to provide cyber security and security awareness training for all City employees.

Funds are budgeted in the FY23 Budget: General Fund – Information Technology – Software Lease; 0101 – 210 – 1000 – ISS – 6541. Funds will be budgeted in subsequent fiscal years for future annual payments.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING PAYMENT TO CDWGOVERNMENT (VERNON HILLS, IL), IN THE AMOUNT OF \$34,751.58, FOR THE ANNUAL SOFTWARE RENEWAL FOR CYBER SECURITY TRAINING. THE PURCHASE/PAYMENT WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE, VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-SPD0000060-0004. PAYMENT IS FURTHER AUTHORIZED FOR SUBSEQUENT ANNUAL RENEWALS OF THE SOFTWARE.

WHEREAS, the Information Technology Department is requesting the renewal of the software, known as Knowb4, to provide cyber security and security awareness training for all City employees.

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

That the City Manager is hereby authorized to make payment to CDW Government (Vernon Hills, IL), in the amount of \$34,751.58, for the annual software renewal for cyber security training. The purchase/payment will be accomplished by Cooperative Purchase, via Georgia Statewide Contract #99999-SPD-SPD0000060-0004. The City Manager is further authorized to make payment for subsequent annual renewals of the software. Funds are budgeted in the FY23 Budget: General Fund – Information Technology – Software Lease; 0101 – 210 – 1000 – ISS – 6541. Funds will be budgeted in subsequent fiscal years for future annual payments.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

E. Two (2) 2023 Police Responder Pursuit Rated F-150 Pickup Trucks for Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Two (2) 2023 Police Responder Pursuit Rated F-150 Pickup Trucks for Muscogee County Sheriff's Office – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of two (2) 2023 Police Responder Pursuit Rated F-150 Pickup Trucks for the Muscogee County Sheriff's Office, from Allan Vigil Ford (Morrow, GA), by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-SPD0000183-005, at a unit price of \$46,187.00, and a total cost of \$92,374.00.

The vehicles were approved in the FY23 Budget and will be used by Sheriff's officers to patrol the streets of Columbus, Georgia. These are replacement vehicles.

Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Sheriff – Public Safety-LOST – Light Trucks; 0102-550-9900-LOST-7722.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2023 POLICE RESPONDER PURSUIT RATED F-150 PICKUP TRUCKS FOR THE MUSCOGEE COUNTY SHERIFF'S OFFICE, FROM ALLAN VIGIL FORD (MORROW, GA), BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-SPD0000183-005, AT A UNIT PRICE OF \$46,187.00, AND A TOTAL COST OF \$92,374.00.

WHEREAS, the vehicles were approved in the FY23 Budget and will be used by Sheriff's officers to patrol the streets of Columbus, Georgia. These are replacement vehicles; and,

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

That the City Manager is hereby authorized to purchase two (2) 2023 F-150 Police Responder Pursuit Rated for the Muscogee County Sheriff's Office, from Allan Vigil Ford (Morrow, GA), by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-SPD0000183-005, at a unit price of \$46,187.00, and a total cost of \$92,374.00. Funds are budgeted in the FY23 Budget: LOST-Public Safety Fund – Sheriff – Public Safety-LOST – Light Trucks; 0102-550-9900-LOST-7722.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

F. One (1) 2023 Ford F-150 Pick-up Truck for Oxbow Creek Golf Course –Georgia Statewide Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2023 Ford F-150 Pick-up Truck for Oxbow Creek Golf Course – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2023 Ford F-150 Pick-up Truck for Oxbow Creek Golf Course, from Allan Vigil Ford (Morrow, GA), by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002, at a unit price of \$28,930.00.

The vehicle was approved in the FY23 Budget and will be used by staff to transport supplies to the golf course. This is a replacement vehicle.

Funds are budgeted in the FY23 Budget: Oxbow Creek Golf Course Fund – Oxbow Creek Golf Course – Oxbow Creek Maintenance – Automobiles; 0756-640-2200-OCMT-7721.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2023 FORD F-150 PICK-UP TRUCK FOR OXBOW CREEK GOLF COURSE, FROM ALLAN VIGIL FORD (MORROW, GA), BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-ES40199373-002, AT A UNIT PRICE OF \$28,930.00.

WHEREAS, the vehicle was approved in the FY23 Budget and will be used by staff to transport supplies to the golf course. This is a replacement vehicle.

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

That the City Manager is hereby authorized to purchase one (1) 2023 Ford F-150 Pick-up Truck for Oxbow Creek Golf Course, from Allan Vigil Ford (Morrow, GA), by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002, at a unit price of \$28,930.00. Funds are budgeted in the FY23 Budget: Oxbow Creek Golf Course Fund – Oxbow Creek Golf Course – Oxbow Creek Maintenance – Automobiles; 0756 – 640 – 2200 – OCMT - 7721.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2022 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 Tucker voting	_____.
Councilor Woodson voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Property Acquisition Update - Pam Hodge, Deputy City Manager

PROPERTY ACQUISITION UPDATE

August 9, 2022

SHERIFF'S OFFICE — Administration

- Currently housed at the Government Center
- Includes Executive Management, Internal Affairs, Special Projects, HR, Criminal and Civil Warrants, Patrol Services, Community Outreach, Evidence and Property Storage, Quartermaster
- Included in RFP 20-0001, Space Planning and Programming & Design Professional Services for Columbus Government Center Complex

OPTION 3A

New Courthouse on GC site
Recorder's Court to remain

New Sheriff Administration [PUBLIC SAFETY]
Consolidate Marshal and Sheriff Program
Option to locate at Jail site

City Government Facility in Renovated Building
Annex Departments could remain

June 8, 2021
Presentation
to City
Council

OPTION 3A

SHERIFF'S OFFICE — Administration

- Options considered for the Sheriff's Office Administration (Excludes Court Related Personnel which will remain at the Judicial Center)
 - New Judicial Center = 50,000 sf @ \$500/sf = \$25 million (removed from the SPLOST project)
 - New Construction Jail Site = 60,000 sf @ \$350/sf = \$21 million
 - Property Acquisition = 76,000 sf @ \$210/sf = \$16 million

RECOMMENDATION: ACQUISITION OF 1000 5TH AVENUE

- Owner : TSYS
- 76,000 +/- SF – 3 Story Office Building
- 1.76 Acres
- 125 Parking Spaces
- Asking Price: \$2.85 million
- Furniture to remain on the 1st and 3rd Floors
- Close proximity to the Jail and other Public Safety agencies
- Negotiated Price: \$2.525 million
 - Funding Source: Columbus Building Authority Bonds and/or OLOST Public Safety Reserves
- Renovation Budget Estimate: \$13 million
 - Funding Source: Columbus Building Authority Bonds







RECOMMENDATION: SHERIFF'S OFFICE - Administration

- Columbus Building Authority Lease Revenue Bonds
- Option 1 = Fund acquisition and renovation thru Columbus Building Authority Bonds = \$16 million
 - 15-year annual Debt Service = \$1.4-\$1.45 million (OLOST- Public Safety)
 - 20-year annual Debt Service = \$1.1-\$1.25 million (OLOST- Public Safety)
- **Option 2** = Fund acquisition with OLOST Public Safety reserves (\$3 million) and renovations thru Columbus Building Authority Bonds = \$13 million (RECOMMENDED OPTION)
 - 15-year annual Debt Service = \$1.14-\$1.19 million (OLOST- Public Safety)
 - **20-year annual Debt Service = \$950k-\$1 million (OLOST- Public Safety)**

SUMMARY

- Options for the Sheriff's Office Administration
 - New Judicial Center = 50,000 sf @ \$500/sf = \$25 million (removed from the SPLOST project)
 - New Construction Jail Site = 60,000 sf @ \$350/sf = \$21 million
 - **Property Acquisition = 76,000 sf @ \$210/sf = \$16 million**

TIMELINE

- August 23rd – Purchase and Sales Agreement on City Council agenda for consideration along with the Columbus Building Authority Bonds Resolution
- September 2023 – Property Closing
- September 2023 – Begin Design
- October 2023 – Columbus Building Authority Bonds issued for renovation
- Renovation estimated at 6-9 months



QUESTIONS

	ALTERNATE			
	Option 3A			
Courthouse Construction	\$117,854,730	309,330	GSF	\$381
Parking Deck	\$10,875,000	600	SPACES	\$18,125
New Construction Cost	\$128,729,730			
Tower+Wing Demo	\$7,000,000	LS		
Total Construction Cost	\$135,729,730			
Development Costs	\$22,953,108			
Sub Total	\$158,682,838			
Contingency	\$15,868,284			
Escalation @4%/ year	\$12,694,627			2 year
2020 Cost w/ o Financing	\$187,245,749			
2021 Adjustment	\$196,608,036			
	> New Courthouse on GC site			
	> City Government in Renovated Building.			
	> Recorder's Court to remain			

OPTION 3A: COURTHOUSE

	ORIGINAL			ALTERNATE		
	Option 3			Option 3A		
Courthouse Construction	\$137,000,000	359,900	\$381	\$117,854,730	309,330	\$381
Sheriff' Admin Building	INCLUDED					
City Admin Building	\$28,000,000	107,500	\$260			
Parking Deck	\$14,500,000	800	\$18,125	\$10,875,000	600	\$18,125
New Construction Cost	\$179,500,000			\$128,729,730		
Tower+Wing Demo	\$7,000,000	LS		\$7,000,000	LS	
Total Construction Cost	\$186,500,000			\$135,729,730		
Development Costs	\$37,000,000			\$22,953,108		
Sub Total	\$223,500,000			\$158,682,838		
Contingency	\$22,350,000			\$15,868,284		
Escalation @ 4% / year	\$17,880,000		2 year	\$12,694,627		2 year
2020 Cost w/ o Financing	\$263,730,000			\$187,245,749		
2021 Adjustment				\$196,608,036		
	> New Courthouse on GC site			> New Courthouse on GC site		
	> New City Government on alt site			> City Government in Renovated Building.		
	> Annex vacated			> Recorder's Court to remain		

Item #A.

OPTION 3A: COURTHOUSE

File Attachments for Item:

DATE: August 9, 2022
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

August 10, 2022

PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

A mandatory pre-bid conference will be held at 10:30 AM on Wednesday, August 10, 2022. Attendees shall convene in the Ground Floor Conference Room of the Annex Building, which is located at 420 10th Street in Columbus, Georgia.

Vendors will be allowed a 10-minute grace period. Any vendor who is not present in the Ground Floor Conference Room of the Annex Building, within 10 minutes after the time slated for the beginning of the mandatory pre-bid conference, shall not be allowed to participate any further in the bid process.

August 12, 2022

Naming Rights Consulting Services – RFP No. 22-0031

Scope of RFP

Columbus Consolidated Government invites qualified consultants to submit proposals to provide a valuation study and assist or in whole find a sponsor for naming rights at the Columbus Civic Center and Ice Rink.

Design and Construction Services for Shirley B. Winston, Rigdon Park, and Psalmond Road Pools – RFP No. 23-0001

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage a Design-Builder to design and construct new in-ground pools at three existing park locations throughout the City.

Each project location will include modifications to the existing pool location including necessary demolition, renovation of existing structures, and installation of new pool structure and equipment. The selected Design-Builder will be responsible for all programming, design, and construction.

August 24, 2022

US 80/SR 22/Beaver Run Road at Psalmond Road Intersection Improvements – RFB No. 23-0004

Scope of Bid

Provide improvements to the intersection of Beaver Run Road and Psalmond Road. The work includes but is not limited to grading, resurfacing, pavement marking, median, curbs & gutters, sidewalks, landscaping & erosion control, and traffic lighting & signs.

Ball Field Soil Conditioner and Field Materials – RFB No. 23-0006

Scope of Bid

Provide ball field soil conditioners (medium and fine grade), mound clay, infield mix, field marking paint and field marking chalk. The Parks & Recreation Department will purchase these items on an “as needed” basis. The amount of ball field soil conditioner to be purchased will be strictly determined by the weather.

August 31, 2022

PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

September 2, 2022

Household Hazardous Waste Sorting and Disposal Services (Annual Contract) – RFP No. 23-0004

The Columbus Consolidated Government is seeking to contract with a qualified vendor to provide household hazardous waste sorting and disposal services for up to two (2) half-day events per year.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

DATE: August 9, 2022

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

August 10, 2022

1. PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

A mandatory pre-bid conference will be held at 10:30 AM on Wednesday, August 10, 2022. Attendees shall convene in the Ground Floor Conference Room of the Annex Building, which is located at 420 10th Street in Columbus, Georgia.

Vendors will be allowed a 10-minute grace period. Any vendor who is not present in the Ground Floor Conference Room of the Annex Building, within 10 minutes after the time slated for the beginning of the mandatory pre-bid conference, shall not be allowed to participate any further in the bid process.

August 12, 2022

1. Naming Rights Consulting Services – RFP No. 22-0031

Scope of RFP

Columbus Consolidated Government invites qualified consultants to submit proposals to provide a valuation study and assist or in whole find a sponsor for naming rights at the Columbus Civic Center and Ice Rink.

2. Design and Construction Services for Shirley B. Winston, Rigdon Park, and Psalmond Road Pools – RFP No. 23-0001

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to engage a Design-Builder to design and construct new in-ground pools at three existing park locations throughout the City.

Each project location will include modifications to the existing pool location including necessary demolition, renovation of existing structures, and installation of new pool structure and equipment. The selected Design-Builder will be responsible for all programming, design, and construction.

August 24, 2022

1. US 80/SR 22/Beaver Run Road at Psalmond Road Intersection Improvements – RFB No. 23-0004

Scope of Bid

Provide improvements to the intersection of Beaver Run Road and Psalmond Road. The work includes but is not limited to grading, resurfacing, pavement marking, median, curbs & gutters, sidewalks, landscaping & erosion control, and traffic lighting & signs.

2. Ball Field Soil Conditioner and Field Materials – RFB No. 23-0006

Scope of Bid

Provide ball field soil conditioners (medium and fine grade), mound clay, infield mix, field marking paint and field marking chalk. The Parks & Recreation Department will purchase these items on an “as needed” basis. The amount of ball field soil conditioner to be purchased will be strictly determined by the weather.

August 31, 2022

2. PI 0011436 – Muscogee County Buena Vista Road Improvements at Spiderweb-Phase II – RFB No. 23-0005

Scope of Bid

Phase II of the Buena Vista Road Improvements at the Spiderweb includes the construction of two (2) bridges, one (1) of which requires Norfolk Southern permitting; construction of a roundabout at Illges Road and Aceway Drive; construction of Buena Vista Road east of the intersection with Annette Avenue, Martin Luther King Boulevard north of Brewer Elementary School, Illges Road, Lindsay Drive, Andrews Road, Morris Road and Ace Way Drive, as well as the installation of traffic signals.

Utilities were relocated in Phase I of the project. The Annette Ave. roundabout at MLK and Annette Ave. were constructed in Phase I.

September 2, 2022

1. Household Hazardous Waste Sorting and Disposal Services (Annual Contract) – RFP No. 23-0004

The Columbus Consolidated Government is seeking to contract with a qualified vendor to provide household hazardous waste sorting and disposal services for up to two (2) half-day events per year.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelve-month periods.

File Attachments for Item:

1. RESOLUTION - A resolution excusing Councilor R. Walker Garrett from the August 9, 2022 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 R. Walker Garrett is hereby excused from attendance of the August 9, 2022 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of August 2022 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 Tucker	voting _____
Councilor Woodson	voting _____

Sandra T. Davis
 Clerk of Council

B. H. "Skip" Henderson, III
 Mayor

Form revised 11-1-79, Approved by Council 11-6-79

File Attachments for Item:

2. ADD-ON RESOLUTION - A resolution excusing Councilor Evelyn "Mimi" Woodson from the August 9, 2022 Council Meeting.

RESOLUTION**NO.** 216-22

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 Evelyn “Mimi” Woodson is hereby excused from attendance of the August 9, 2022, Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of August 2022 and adopted at said meeting by the affirmative vote of nine 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 Tucker	voting <u>YES</u>
Councilor Woodson	voting <u>ABSENT</u>

Sandra T. Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor

Form revised 11-1-79, Approved by Council 11-6-79

File Attachments for Item:

3. RESOLUTION - A resolution approving Honorary Designation Application submitted by Queen Scott requesting signage on Gleason Avenue in honor of Adlena Austin Spencer. (*The Board of Honor met on July 27, 2022 and recommends approval.*)

RESOLUTION

NO. _____

A Resolution approving an application submitted by Ms. Queen Scott for an honorary designation for Ms. Adlena Austin Spencer to be located at Gleason Avenue.

WHEREAS, Ms. Adlena Austin Spencer, known to most as “Big Ma” has always had a heart for the community and those individuals who were less fortunate, with a special heart for the elderly by providing healthcare assistance now known as C.N.A. Being born during a critical time of racial conflicts, she was always ready to lend a helping hand in all areas but mainly feeding, clothing and housing those who were less fortunate, while still raising a family of 10 children born to her and her late husband Mody Spencer Sr.; and,

WHEREAS, Ms. Adlena Austin Spencer lived on the requested street, Gleason Avenue, located in the subdivision of East Urban Heights and currently holds the title of the Eldest Living resident currently living there; and,

WHEREAS, the Board of Honor held a meeting on July 27, 2022 to consider the application and to make a recommendation to Council. At that meeting, the Board of Honor members voted to approve the request for an Honorary Designation for Ms. Adlena Austin Spencer to be located at Gleason Avenue.

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

That Honorary Designation signage be erected at Gleason Avenue in honor of Ms. Adlena Austin Spencer.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of August 2022 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 Tucker	voting _____
Councilor Woodson	voting _____

Sandra T Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor

File Attachments for Item:

4. RESOLUTION - A resolution approving an Honorary Designation Application from Lillian Henderson (Lewis Memorial Baptist Church) for street signage on Adair Avenue in honor of Rev. Benjamin F. McGruder, Jr. (*The Board of Honor met on July 27, 2022 and recommends approval.*)

RESOLUTION

NO. _____

A Resolution approving an application submitted by Lillian Henderson for an honorary designation for Rev. Benjamin F. McGruder, Jr. to be located at Adair Avenue.

WHEREAS, Rev. Benjamin F. McGruder, Jr. is approaching 30 years of service in a leadership role with Lewis Memorial Baptist Church. Rev. McGruder has been instrumental in providing a food pantry for the community to assist anyone in need prior to partnering with the Food Bank. This partnership was to ensure greater assistance with weekly and monthly donations of clothing and back-to-school supplies for the community, as well as, financial assistance with rental, mortgage and utilities; and,

WHEREAS, Rev. Benjamin F. McGruder, Jr. was involved with outreach services that included international donations to Haiti of nonperishable food items, as well as, clothing for the Nation of Uganda; and,

WHEREAS, the Board of Honor held a meeting on July 27, 2022 to consider the application and to make a recommendation to Council. At that meeting, the Board of Honor members voted to approve the request for an Honorary Designation for Rev. Benjamin F. McGruder, Jr. to be located at Adair Avenue.

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

That Honorary Designation signage be erected at Adair Avenue in honor of Rev. Benjamin F. McGruder, Jr.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of August 2022 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 Tucker	voting _____
Councilor Woodson	voting _____

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor

File Attachments for Item:

5. RESOLUTION - A resolution approving an Honorary Designation Application from Tony Thornton for street signage at 2nd Avenue and 35th Street / 35th Street and River Road in honor of Ronnie Duckworth, Sr. (*The Board of Honor met on July 27, 2022 and recommends approval.*)

RESOLUTION

NO. _____

A Resolution approving an application submitted by Mr. Tony Thornton for an honorary designation for Pastor Ronnie Duckworth, Sr. to be located at 2nd Avenue and 35th Street / 35th Street and River Road.

WHEREAS, Pastor Ronnie Duckworth, Sr. participated with the Anti-Drug Neighborhood March in the Kendrick Community and 30th Avenue area, which resulted in the area being cleaned of drugs. He also served on the Columbus Habitat For Humanity for 10 years, where he helped to approve affordable housing for families; and,

WHEREAS, Pastor Ronnie Duckworth, Sr. is the founder and senior pastor of the Philippians Church of God in Christ, located on 35th Street. His leadership and commitment to serve the church and community has culturally influenced the transformation, growth and development in the surrounding area of 35th Street and abroad; and,

WHEREAS, the Board of Honor held a meeting on July 27, 2022 to consider the application and to make a recommendation to Council. At that meeting, the Board of Honor members voted to approve the request for an Honorary Designation for Pastor Ronnie Duckworth, Sr. to be located at 2nd Avenue and 35th Street / 35th Street and River Road.

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

That Honorary Designation signage be erected at 2nd Avenue and 35th Street / 35th Street and River Road in honor of Pastor Ronnie Duckworth, Sr.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 9th day of August 2022 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 Tucker	voting _____
Councilor Woodson	voting _____

Sandra T Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor

File Attachments for Item:

6. Minutes of the following boards:

Board of Honor, July 27, 2022

Board of Tax Assessors, #22-22 and #23-22

Board of Zoning Appeal, July 6, 2022

Planning Advisory Commission, June 1, 2022

*Official Minutes***BOARD OF HONOR**

Meeting
July 27, 2022

Members Present: Vivian Creighton Bishop
David Ebron
Beth Harris
Judge Bobby Peters
Barbara Pierce
John Wells

A meeting of the Board of Honor was called to order at 3:00 p.m. in the Ground Floor Conference Room, at the Government Center, by Mr. John Wells. During this meeting the following items were voted upon, and their recommendations are as follows:

1. Approval of minutes for the December 9, 2021, meeting.

Mr. Wells made a motion to approve the minutes, seconded by Ms. Harris and carried unanimously by the six members present.

2. Request: Honorary Designation for Streets

- Honoree: Adlena Austin Spencer
- Requestor: Queen Scott
- Location: Gleason Avenue (from Forrest Road to Memphis Street)
- Signage: Aldena Austin Spencer Avenue
- Opposition: none
- Attachment(s): Application, Google Map, Email Correspondence from Engineering Department

Ms. Harris made a motion to approve the request as presented, seconded by Mr. Wells, and carried unanimously by the six members present.

3. Request: Honorary Designation for Streets

- Honoree: Ronnie Duckworth, Sr.
- Requestor: Tony Thornton
- Location: 35th Street (from 3rd Avenue to 4th Avenue)

- Signage: Ronnie Duckworth, Sr. Street
- Opposition: none
- Attachment(s): Application, Google Map, Email Correspondence from Engineering Department

Ms. Pierce made a motion to approve the request as presented, seconded by Ms. Bishop and carried unanimously by the six members present.

4. Request: Honorary Designation for Streets

- Honoree: Reverend Benjamin F. McGruder, Jr.
- Requestor: Lewis Memorial Baptist Church
- Location: Adair Avenue (Adair Court to Martin Luther King, Jr. Boulevard)
- Signage: Rev. Benjamin F. McGruder, Jr. Avenue
- Opposition: none
- Attachment(s): Application, Google Map, Email Correspondence from Engineering Department

Mr. Wells made a motion to approve the request as presented, seconded by Judge Peters, and carried unanimously by the six members present.

Referrals to City Council of Columbus, Georgia

1. The requestor of an honorary street designation must be a person and not listed as an organization or group.
2. Each honorary street designation request must be accompanied by a petition with at least ten signatures, to include names, addresses, and phone numbers.
3. Impose a time limit on honorary street designations.
 - a. Each honorary street designation will be erected for a limit of five years, with the option to renew the honorary designation for two additional five-year terms upon the approval of the Board of Honor.
 - b. Each renewal must be accompanied by a petition with at least ten signatures, to include names, addresses, and phone numbers.

5. Action Needed: Board of Honor Chairperson

Board Secretary Lindsey G. McLemore explained with the passing of former Chair Bob Hydrick, the board needs to appoint a new chairperson. She stated Ms. Beth Harris has expressed a willingness to serve as the Chair for the Board of Honor if there was no objection or if no other board member was able to.

Judge Peters made a motion to appoint Ms. Beth Harris as the Chair for the Board of Honor, seconded by Mr. Wells and carried unanimously by the six members present.

With no further business to come before this board, Mr. Wells made a motion to adjourn, seconded by Ms. Bishop and carried unanimously by the six members present for the meeting, and the time being 3:23 p.m.

Lindsey G. McLemore, Deputy Clerk of Council
Recording Secretary



Columbus, Georgia, Board of Max Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #6.

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

Telephone (706) 653-4398, 4402
Fax (706) 225-3800

Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #22-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, July 11, 2022, at 9:05 AM.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Assessor Todd Hammonds
Chief Appraiser Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Hammonds motions to accept agenda. Assessor Jones seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes #21-22. Assessor Jones seconds and the motion carries.

MISCELLANEOUS: Vice Chairman Carmack motions to excuse Chairman Govar from BOA meeting on July 25th. Assessor Hammonds seconds and the motion carries. Vice Chairman Carmack motions to cancel BOA meeting for July 18th because no quorum will be present. Assessor Sandifer Hicks seconds and the motion carries.

At 9:08, Administrative Manager Leilani Floyd presents to the Board:

- Homesteads - Veterans Upgrades - Signed & Approved.
- Homesteads - #095 002 005 & 071 058 011 - Signed & Approved.

Taxpayer@ 9:15 - their only option is to appeal to the BOE and file for Homestead for 2023.


Executive Session @ 9:45 - Superior Court Case - Board voted to present a settlement offer. Vice Chairman Carmack motions to accept. Assessor Hammonds seconds and the motion carries.

At 10:33, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Policy Review Discussion - It was agreed upon by all members that August 8th will be a work session to start the review.

At 10:53, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED:  07/25/2022

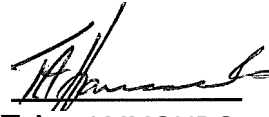
MIN# 23 - 22 JUL 25 2022

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J. GOVAR
CHAIRMAN

L5fiIJ://
C. ICKS
ASSESSOR

•K-
K. Jo'NES
ASSESSOR


T.A. AMMONDS
ASSESSOR


T. CARMACK
VICE CHAIRMAN



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #6.

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

Telephone (706) 653-4398, 4402
Fax (706) 225-3800

Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carmack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #23-22

CALL TO ORDER: Vice Chairman Trey Carmack calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, July 25, 2022, at 9:05 AM.

PRESENT ARE:

Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Assessor Todd Hammonds
Chief Appraiser Suzanne Widenhouse – by phone
Deputy Chief Appraiser Glen Thomason
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Hammonds motions to accept agenda. Assessor Jones seconds and the motion carries.

APPROVAL OF MINUTES: Assessor Jones motions to accept Minutes #22-22. Assessor Sandifer Hicks seconds and the motion carries.

At 9:07, Administrative Manager Leilani Floyd presents to the Board:

- Homestead – #190 044 018 - Signed & Approved.
- Homesteads – Veterans New/Renewals #126 003 012; 092 020 016; 083 027 046; 052 006 015 – Signed & Approved.

At 9:09, Personal Property Manager Stacy Pollard presents to the Board:

- BOE Results – no signature needed, placed into record.
- NOD Late Returns – Signed & Approved.

At 9:15, Residential Property Manager Heidi Flanagan presents to the Board;

- Appraisal Appeal – Assessor Hammonds motions to accept new value. Assessor Sandifer Hicks seconds and the motion carries.
- A4 Appeals – Manager requests to remove this item from the agenda until a later date. Assessor Hammonds motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

At 9:20, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #128 017 017; 131 001 024 - Assessor Jones motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

"An Equal Opportunity / Affirmative Action Organization"


MEMBERS: Georgia Association of Assessors / National Association of Assessing Officials

At 9:22, Chief Appraiser Suzanne Widenhouse presents to the Board:


- Vendor Contract Amendment – signed by Vice Chairman Trey Carmack due to absence of Chairman Govar.
- Mediation Results – #016 008 006; 016 008 003; 016 009 001 - Assessor Hammonds motions to approve. Assessor Jones seconds and the motion carries.
- Superior Court Updates – no signatures needed. Placed into record.
- Appeal Totals for 2022 – 25% increase from an average year. Approximately 1100 Residential; 400 Commercial and 75 Personal Property.
- Reminder that August 1st BOA meeting will be a regular meeting but August 8th will be a work session to review policies.

At 9:35, Vice Chairman Trey Carmack adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

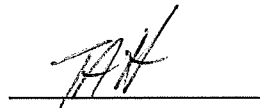
APPROVED:  08/01/2022

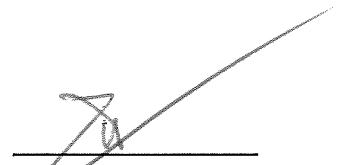
MIN# 2.4 - 22 AUG 01 2022


J. GOVAR
CHAIRMAN


L. SANDIFER HICKS
ASSESSOR


K. JONES
ASSESSOR


T.A. HAMMONDS
ASSESSOR


T. CARMACK
VICE CHAIRMAN

Board Members Present Were: Al Hayes, Kathleen Mullins, Doug Jefcoat, Tomeika Farley, Shaun Roberts

City Personnel Present Were: Fred Cobb, Jazmine Scott, Eric Gaunser, Trey Wilkerson

Meeting Called to Order: 2:00pm

First order of business to approve minutes from July 6th hearing. Jefcoat made motion to approve minutes. Seconded by Farley. Minutes approved.

BZA-05-22-001017

3517 Trinity Dr

Mike Avery from Schuster Enterprises, Inc requesting a variance for side setback to be reduced from 8ft to 1 foot. The carport addition will be within one foot of the property line. Per UDO Section 2.2.8 SFR2 side setbacks are 8ft.

CASE DECISIONS: Jefcoat made a motion to approve the request for the variance. Seconded by Mullins. Motion carries as approved.

BZA-06-22-001115

1534 Antietam Dr

Moon, Meeks and Associates requesting a variance to increase the number of parking from 535 to 598. Per UDO table 4.3.3 483 spaces required.

CASE DECISIONS: Mullins made a motion to approve. Seconded by Farley. Motion carries as approved.

BZA-06-22-001117

6736 Flat Rock Rd

Moon, Meeks & Associates request variance to reduce 15ft landscape strip along the ROW to 8ft. Also to reduce 10ft landscape strip to 7ft along southern property line. Per UDO 2.5.19.4C minimum 10ft landscape strip between outparcels.

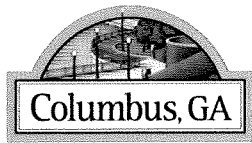
CASE DECISION: Jefcoat made a motion to approve. Second by Farley. Opposed by Roberts. Motion carries as approved.

BZA July 2022

July 6, 2022

Item #6.

Meeting Adjourned at 2:57pm.



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

Planning Advisory Commission

June 01, 2022

MINUTES

A meeting of the Planning Advisory Commission was held Wednesday, June 01 2022, in the Council Chambers of the Citizen Service Center.

Commissioners Present:

Chairperson: Larry Derby
Vice Chairperson: James Dudley
Commissioners: Ralph King, Gloria Thomas, Patricia Weekley, Xavier McCaskey
Virtually:
Absent: Brad Baker, Shelia Brown

Staff Members: John Renfroe, Principal Planner

Others Present:

CALL TO ORDER: Chairperson called the meeting to order at 9:00 a.m. All in attendance stood for the pledge of allegiance to the American Flag. He explained the rezoning process to the audience.

APPROVAL OF MINUTES: Chairperson asked for a motion on the minutes. Chairperson made a motion to submit the minutes as accepted. No changes or additions by other commissioners. Motion carries, minutes accepted.

- 1. REZN-05-22-0911:** A request to rezone 8.20 acres of land located at 418 5th Avenue. Current zoning is RMF2 (Residential Multifamily 1). Proposed zoning is RO (Residential Office). The proposed use is Mixed-Income Senior Housing (Multifamily). The Housing Authority is the applicant. This property is located in Council District 7 (Woodson).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area D
Current Land Use Designation:	Multifamily
Future Land Use Designation:	Mixed Use
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	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.
City Services:		Property is served by all city services.
Traffic Impact:		Average Annual Daily Trips (AADT) will increase to 718 trips up from 317 trips if used for commercial use. The Level of Service (LOS) will remain at level B.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
School Impact:		N/A
Buffer Requirement:		N/A
Fort Benning's Recommendation:		N/A
DRI Recommendation:		N/A
Surrounding Zoning:	North	GC (General Commercial)
	South	LMI (Light Manufacturing / Industrial)
	East	LMI (Light Manufacturing / Industrial)
	West	GC (General Commercial)
Attitude of Property Owners:		Seventy (70) 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.
	Approval	0 Responses
	Opposition	0 Responses
Additional Information:		N/A

Chairperson asked if the Commissioners have any questions.

Commissioners had no questions for staff.

Laura Johnson, Housing Authority of Columbus 1000 Wynnton Road , came forward to explain the proposed rezoning. The applicant stated the purpose of the rezoning was to obtain more density and complete the Booker T Washington master plan developed by an advisory group; the applicant described previous developments by the Housing Authority, the planning process and the context of the proposed development including the acknowledgment of historic context, the need for walkability and potential for future commercial.

Commissioner Brown asked what is the starting age for seniors in the proposed senior living facility; the applicant stated it is 62. Commissioner King received clarification about the timeline of the proposed project; the applicant intends to begin construction by Summer of next year dependent on tax credit decisions. The applicant also explained the mixed-income provision of the project as it relates to obtaining tax credits.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning?

Commissioner King moved to approve the proposed rezoning as presented and Commissioner Dudley seconded; Case passes unanimously (5-0 Physical / 0-0 Virtual).

2. REZN-05-22-0913: A request to rezone 5.03 acres of land located at 8828 Veterans Parkway. Current zoning is RE1 (Residential Estate 1). Proposed zoning is PUD (Planned Used Development). The proposed use is Residential Lots. Tiger Creek Development is the applicant. This property is located in Council District 6 (Allen).

John Renfroe reads the staff report:

General Land Use:	Consistent Planning Area A
Current Land Use Designation:	Single Family Residential
Future Land Use Designation:	Mixed Use
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	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.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase to 536 trips from 48 trips if used for residential use. The Level of Service (LOS) will remain at level D.
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.
School Impact:	N/A
Buffer Requirement:	N/A

Fort Benning's Recommendation: N/A

DRI Recommendation: N/A

Surrounding Zoning:	North	RE1 (Residential Estate 1)
	South	PUD (Planned Used Development)
	East	PUD (Planned Used Development)
	West	RE1 (Residential Estate 1)

Attitude of Property Owners: **Seventy (70)** 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.

Approval	0 Responses
Opposition	0 Responses

Additional Information: N/A

Chairperson asked if the Commissioners have any questions.

Commissioner Dudley received clarification about the zoning sign stating "mixed use" while the proposed use for this rezoning is "residential lots"; Mr. Renfroe explained that department asks that applicants place "mixed use" on the signs as it is the highest use available for the rezoning.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning?

The applicant, Jim Hughes of Tiger Creek Development on Airport Thruway, explained the need for the proposed rezoning. The applicant intends to add land to an existing residential development. Commissioner King received confirmation that no curb cuts would be necessary on Veterans Parkway.

Commissioner Weekley moved to approve the proposed rezoning as presented and Commissioner Dudley seconded; Case passes unanimously (5-0 Physical / 0-0 Virtual).

3. REZN-05-22-0914: A request to rezone 0.32 acres of land located at 2313 Manchester Expressway. Current zoning is NC (Neighborhood Commercial). Proposed zoning is GC (General Commercial). The proposed use is Pawn Shop. David Moore is the applicant. This property is located in Council District 8 (Garrett).

John Renfroe reads the staff report:

General Land Use: Consistent
Planning Area 0

Current Land Use Designation: General Commercial

Future Land Use Designation:	General Commercial								
Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	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.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will remain the same if used for commercial use. The Level of Service (LOS) will remain at level B.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.								
School Impact:	N/A								
Buffer Requirement:	<p>The site shall include a Category C buffer along all property lines bordered by the SFR3 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> 1) 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 30 feet undisturbed natural buffer. 								
Fort Benning's Recommendation:	N/A								
DRI Recommendation:	N/A								
Surrounding Zoning:	<table> <tr> <td>North</td><td>SFR3 (Single Family Residential 3)</td></tr> <tr> <td>South</td><td>RO (Residential Office)</td></tr> <tr> <td>East</td><td>GC (General Commercial)</td></tr> <tr> <td>West</td><td>GC (General Commercial)</td></tr> </table>	North	SFR3 (Single Family Residential 3)	South	RO (Residential Office)	East	GC (General Commercial)	West	GC (General Commercial)
North	SFR3 (Single Family Residential 3)								
South	RO (Residential Office)								
East	GC (General Commercial)								
West	GC (General Commercial)								
Attitude of Property Owners:	Twenty-five (25) 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.								

Approval 0 Responses
Opposition 0 Responses

Additional Information: N/A

Chairperson asked if the Commissioners have any questions.

Commissioners had no questions for staff.

Chairperson asked if anyone in the audience would like to speak against or in favor of this rezoning?

The applicant, Rodney Milner, came forward to explain the proposed rezoning. The owner intends to renovate the building's interior and operate a pawnshop.

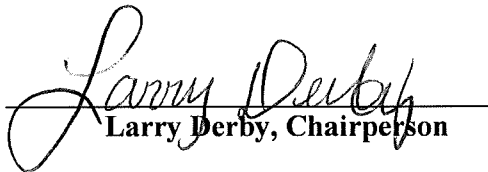
Commissioner Brown moved to approve the proposed rezoning as presented and Commissioner Dudley seconded; Case passes unanimously (5-0 Physical / 0-0 Virtual).

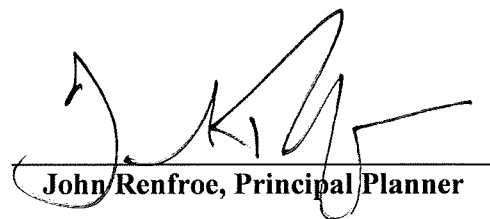
NEW BUSINESS: None

OLD BUSINESS: None

ADJOURNMENT: 9:24 AM

RECORDING: <https://youtu.be/r-rUtweJwh0>


Larry Derby, Chairperson


John Renfroe, Principal Planner

File Attachments for Item:

. COUNCIL APPOINTMENT- VOTE TABULATION:

PLANNING ADVISORY COMMISSION:

Raul Esteras-Palos

No longer a resident

Term Expires: March 31, 2023

Open for Nominations

(Council's Appointment)

Councilor Crabb nominated Christopher Phillips

Councilor Woodson nominated Dr. Walter Taylor

Councilor Davis nominates Patrick Steed

This is a three-year term. Board meets twice a month.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 2

**Columbus Consolidated Government
Board Appointments – Action Requested**

7. COUNCIL APPOINTMENT- VOTE TABULATION:

A. PLANNING ADVISORY COMMISSION:

Raul Esteras-Palos

No longer a resident

Term Expires: March 31, 2023

Open for Nominations
(Council's Appointment)

Councilor Crabb nominated Christopher Phillips

Councilor Woodson nominated Dr. Walter Taylor

Councilor Davis nominates Patrick Steed

This is a three-year term. Board meets twice a month.

Women: 3

Senatorial District 15: 5

Senatorial District 29: 2

File Attachments for Item:

A. Animal Control Advisory Board – (Council & 1 Veterinary Association recommendation)

BOARDS, COMMISSIONS & AUTHORITIES

Animal Control Advisory Board: This board monitors the operation of the Animal Control Enforcement Division of the Department of Public Services and renders guidance and assistance to this division. It has twelve (12) members, two of which shall be licensed veterinarians practicing in Columbus who are participating in the “one-stop pet registration-rabies vaccination program”. The two veterinarian members are selected by the local veterinary association and confirmed by the Columbus Council. One member shall be a designated representative of PAWS Columbus, Inc., confirmed by the Columbus Council. One member shall be a designated representative of an animal rescue licensed and operating in Muscogee County, confirmed by the Columbus Council. Five members shall be citizens appointed by the Columbus Council. One member shall be an employee of the Environmental Health Division of the Columbus Department of Public Health, appointed by the Columbus Board of Health and confirmed by the Columbus Council. One member shall be the Director of Public Works and one member shall be the Chief of the Animal Control and Enforcement Division. (Columbus Code, Sec. 5-3)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Julee Fryer (SD-29)	10/15/2022	Council
Channon Emery (SD-15)	10/15/2022	Council
Dr. Jean Waguespack (SD-29)	10/15/2022	Council (Veterinary Association)
Jayne Dunn (SD-15)	10/15/2023	Council
Patricia Montgomery (SD-29)	10/15/2023	Council
Dr. Scott McDermott (SD-29)	10/15/2023	Council (Veterinary Association)
Raymond Culpepper (SD-29)	04/11/2024	Council
Courtney M. Pierce (SD-29)	04/11/2024	Council (PAWS Humane Society)
Sabine Stull (SD- n/a)	04/11/2024	Council (Animal Rescue Representative)

Kristi Ludy (Columbus Department of Public Health)- Continues in office

Contreana Pearson (Interim Chief of Animal Control & Enforcement Division)- Continues in office

Director Drale Short (Public Works Director)- Continues in Office

Expiring Term(s):

Item #A.

The terms of office for Julee Fryer, Channon Emery, and Dr. Jean Waguespack expire on October 15, 2022. These are two (2) year terms that would expire on October 15, 2024. These are Council's Appointments with the seat of Dr. Jean Waguespack being a recommendation from the Veterinary Association; all three members are eligible to succeed themselves.

File Attachments for Item:

B. Board of Honor - (Council Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Board of Honor: This board was established for the purpose of honoring deceased citizens through a continuing memorial program under which public activities, buildings, bridges and other facilities may be named for citizens who have distinguished themselves through services to the city. It has seven (7) members, all of which must be former elected official of Muscogee County. Members are appointed by the Columbus Council. (Columbus Code, Sec. 2-81 through 2-87) Members are eligible to succeed themselves, pursuant to Ordinance No. 02-109.

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Bob Hydrick (SD-15)	10/31/2022	Council
John E. Wells (SD-29)	10/31/2022	Council
David Ebron (SD-15)	10/31/2023	Council
Judge Bobby Peters (SD-15)	10/31/2024	Council
Barbara Pierce (SD-15)	10/31/2024	Council
Vivian Creighton Bishop (SD-15)	10/31/2024	Council
Norma “Beth” Harris (SD-29)	10/31/2025	Council

Expiring Term(s):

The terms of office for John Wells and the late Bob Hydrick will expire on October 31, 2022. These are four (4) year terms that will expire on October 31, 2026. These are Council’s Appointments; Mr. Wells is eligible to succeed himself.

File Attachments for Item:

C. Columbus Ironworks Convention & Trade Center Authority - (Mayor's Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Columbus Ironworks Convention & Trade Center Authority: This board was established to supervise the manager, employees, buildings, grounds and operations of the Columbus Iron Works Convention and Trade Center. It has five (5) members, all of which are nominated by the Mayor and confirmed by the Columbus Council. Members shall be qualified voters of Columbus. (Columbus Code, Chapter 2, Article X, Sec. 2-121 through 2-130)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Lauren Chambers (SD-29)	10/24/2022	Mayor
Craig Burgess (SD-29)	10/24/2022	Mayor
Jonathan Payne (SD-29)	10/24/2023	Mayor
S. Carson Cummings (SD-29)	10/24/2024	Mayor
Jessica M. Ferriter (SD-15)	10/24/2024	Mayor

Expiring Term(s):

The terms of office for Lauren Chambers and Craig Burgess will expire on October 24, 2022. These are three (3) year terms that would expire on October 24, 2025. These are the Mayor's Appointments; Mr. Burgess is eligible to succeed himself and Ms. Chambers is not eligible.

File Attachments for Item:

D. Land Bank Authority - (Council Appointments)

BOARDS, COMMISSIONS & AUTHORITIES

Land Bank Authority: Land banks are one of the tools a community can use to return dilapidated, abandoned, and tax delinquent properties to productive use. Land Banks acquire tax delinquent properties and return them to productive use for housing, new industry, and jobs, extinguish taxes and liens, maintain property in accordance with laws and ordinances, make available for public review an inventory of all property held by the Land Bank, state in policies and procedures terms and conditions for consideration to be received by the Land Bank for transfer of real property, and establish a hierarchical ranking of priorities for the use of real property conveyed by Land Bank. (Ordinance No. 12-40) (O.C.G.A 48-4-106 through 112)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Patrick A. Coleman (SD-15)	10/31/2022	Council
Tyler Pritchard (SD-29)	10/31/2022	Council
Deidre Tilley (SD-15)	10/31/2022	Council
Lance Hemmings (SD-15)	10/31/2023	Council
Michelle Williams (SD-15)	03/11/2025	Authority
Sherrie Aaron (SD-15)	03/11/2025	Authority
John Tuggle (SD-29)	03/11/2025	Authority

Expiring Term(s):

The terms of office for Patrick A. Coleman, Tyler Pritchard, and Deidre Tilley will expire on October 31, 2022. These are four (4) year terms that would expire on October 31, 2026. These are Council's Appointments; Mr. Pritchard and Ms. Tilley are eligible to succeed themselves. Mr. Coleman is not eligible to serve another term.

File Attachments for Item:

E. Public Safety Advisory Commission - (Council District Seat Appointments - 1, 3, 5, 7 & 9)

BOARDS, COMMISSIONS & AUTHORITIES

Public Safety Advisory Commission: The mission of the Public Safety Advisory Commission is to recommend resources, public safety practices and policies, and citizens' responsibilities needed to achieve a safe community to the Mayor, Columbus Council and our Public Safety Departments. The Commission shall be composed of eleven (11) members, ten (10) to be appointed by the Columbus Council and one (1) to be appointed by the mayor. Each member of the Commission shall be a resident of Columbus, Georgia. (Columbus Code, Chapter 2, Article XVIII, Sec. 2-231 through 2-250)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Byron Hickey (SD-15)	10/31/2022	Council (District 1)
Pamela S. Williams (SD-29)	10/31/2023	Council (District 2)
VACANT	10/31/2022	Council (District 3)
Belvin Millner (SD-15)	10/31/2023	Council (District 4)
Donald Watkins (SD-29)	10/31/2022	Council (District 5)
Stan Swiney (SD-29)	10/31/2023	Council (District 6)
Lisa Branchcomb (SD-15)	10/31/2022	Council (District 7)
David Rohwedder (SD-29)	10/31/2023	Council (District 8)
Scott Taft (SD-15)	10/31/2022	Council (District 9)
Alexander King (SD-15)	10/31/2023	Council (District 10)
Pythias "Pete" Temesgen (SD-29)	10/31/2023	Mayor

Expiring Term(s):

The terms of office for Byron Hickey, Donald Watkins, Lisa Branchcomb, and Scott Taft will expire on October 31, 2022. These are three (3) year terms that would expire on October 31, 2025. These are Council's Appointments; Ms. Branchcomb and Mr. Taft are eligible to succeed themselves. Mr. Hickey and Mr. Watkins are not eligible to succeed themselves, as they have already served two full terms. The District 3 seat is currently vacant.