#### **Council Members**

R. Gary Allen Charmaine Crabb District 1 (Vacant) Glenn Davis Tyson Begly Bruce Huff R. Walker Garrett Toyia Tucker Judy W. Thomas Joanne Cogle

Clerk of Council Sandra T. Davis



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

May 28, 2024 5:30 PM Regular Meeting

#### MAYOR'S AGENDA

**<u>CALL TO ORDER:</u>** Mayor B. H. "Skip" Henderson, III, Presiding

**INVOCATION:** Offered by Paul Thomas, Evangel Temple of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

#### **MINUTES**

1. Approval of minutes for the May 14, 2024 Council Meeting and Executive Session.

#### **PROCLAMATION:**

2. **Proclamation:** Foster Care Awareness Month

**Receiving:** Shawna Love, Boyz 2 Men Development, Inc.

#### **BUDGET REVIEW COMMITTEE**

1. **FY2025 ADD-DELETE LIST:** Chairperson Judy W. Thomas, Presiding Officer

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

#### **ORDINANCES**

- **1. 2nd Reading-** An ordinance providing for the demolition of various structures located at:
  - 1) 1118 Broadway (Mary C Wohlwender, Owner)
  - 2) 1120 Broadway (Mary C Wohlwender, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet. (Continued on 2nd Reading from 4-23-24.) (Mayor Pro-Tem)

- **2. 2nd Reading-** An ordinance to revise and clarify certain provisions of the Columbus Code which provide for the foreclosure of liens on property for which funds are due and owing to the consolidated government; and for other purposes. (Councilor Begly)
- 2nd Reading- Adoption of an ordinance listing the roadways approved for use of speed detection devices (radar) on all GDOT Routes and non-GDOT Routes in Columbus-Muscogee County. (Mayor Pro-Tem)

#### **PUBLIC AGENDA**

- 1. Mr. Marvin Broadwater, Sr., Re: A decrease in Crime Prevention Grants.
- 2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: HB404 enforcement, renters' rights.

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

**1.** Acquisition of Property for Fire/EMS Department Administration

Approval is requested to execute a Purchase and Sales Agreement for approximately 2.52 acres, including the property at 1112 Veterans Parkway, upon satisfactory completion of all due diligence and contingent upon the removal of easements on the parcel.

2. Uptown Tax Allocation District Fund Grant – Riverfront Place, LLC, Affiliate of WC Bradley Co. Real Estate, LLC

Approval is requested to enter into an agreement with Riverfront Place, LLC, an affiliate of W.C. Bradley Co. Real Estate, LLC, to provide Uptown Tax Allocation District (TAD) funds for

infrastructure improvements and financing to develop the Riverfront Place mixed-use development at 1300 Front Avenue.

#### 3. Ignite Pro Hockey, L.L.C. Agreement

Approval is requested to enter into a five-year Agreement with Ignite Pro Hockey, L.L.C. effective May 1, 2025.

#### 4. Marathon First Responder Grant

Approval is requested to apply for and accept, if awarded, a grant in the amount of \$5,000.00 or as otherwise awarded from the Marathon Community Investment Programs. There are no matching funds required.

#### 5. <u>PURCHASES</u>

- A. General Contractor Services and Housing Inspection Services for the Community Redevelopment Department (Annual Contract) RFB No. 24-0012
- B. Contract Extension for Temporary Staffing for the Civic Center and Other City Departments (Annual Contract) RFP No. 17-0021
- C. One (1) 2024 Silverado 2500HD 2WD Double Cab for Engineering Department Sourcewell Cooperative Contract Purchase
- D. Two (2) Toro RM3100 Reel Mowers for Parks and Recreation Georgia Statewide Contract Cooperative Purchase
- E. One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation Georgia Statewide Contract Cooperative Purchase
- F. One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation Georgia Statewide Contract Cooperative Purchase
- G. E911 Dispatch Consoles for Police Department HGACBUY Cooperative Contract Purchase
- H. First-In Alerting Smart Station System for Fire & EMS Sourcewell Cooperative Contract Purchase
- I. One (1) 2024 Ford F-150 Police Pursuit Rated Pick-Up Truck for Muscogee County Prison
   Georgia Statewide Contract Cooperative Purchase

### <u>INFORMATION ONLY: EXIGENT "OFF THE LOT" VEHICLE PURCHASES – RESOLUTION NO. 106-24</u>

#### 1. ONE (1) 2024 CHEVROLET SUBURBAN FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Chevrolet Suburban for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Sons Chevrolet (Columbus, GA) at a unit price of \$75,413.00. The vehicle will be used by Survey Crews from the Engineering Department who survey City property and right-of-ways. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: Sewer (Stormwater) Fund – Engineering Department – Highways and Roads – Light Trucks; 0203-250-2200-STRM-7721.

#### 2. ONE (1) 2024 FORD EXPLORER XLT 4DR 4x2 FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Ford Explorer for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Rivertown Ford (Columbus, GA) at a unit price of \$40,000. The vehicle will be used by the Engineering Department's Traffic Operations Supervisor to visit work sites for signal/sign shop. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: General Fund – Engineering Department – Traffic Engineering – Light Trucks; 0101-250-2100-TRAF-7722.

#### 6. UPDATES AND PRESENTATIONS

- A. School Zone Camera Update (Public and Private Schools) Greg Countryman, Sheriff, Sheriff's Department and Clyde Dent, Deputy Chief Bureau of Patrol Services, Columbus Police Department
- B. Tax Assessors Update Suzanne Widenhouse, Chief Appraiser, Muscogee Board of Assessors
- C. Home Accessibility Rehabilitation Program (HARP) Update Robert Scott, Director, Community Reinvestment
- D. Inspections and Code Update Permit Fee Change Ryan Pruett, Director, Inspections & Code

#### **BID ADVERTISEMENT**

**DATE:** May 28, 2024

#### May 29, 2024

## 1. <u>PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II</u> (Re-Bid) – RFB No. 24-0029

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. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

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

#### **REFERRALS:**

#### **CLERK OF COUNCIL'S AGENDA**

#### **ENCLOSURES - ACTION REQUESTED**

#### 1. Minutes of the following boards:

Airport Commission, April 24, 2024

Board of Health, April 24, 2024

Board of Tax Assessors, #15-24, and #16-24

Board of Water Commissioners, May 13, 2024

Convention & Visitors, Board of Commissioners, March 20, and April 17, 2024

#### **BOARD APPOINTMENTS - ACTION REQUESTED**

#### 2. MAYOR'S APPOINTMENTS MAY BE CONFIRMED FOR THIS MEETING:

#### A. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

**Crystal Shahid** 

(Mayor's Appointment)

(Business Community)

Does not desire reappointment Term Expires: June 30, 2024

This is a four-year term. Board meets monthly.

#### 3. <u>COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:</u>

- **A.** BOARD OF FAMILY & CHILDREN SERVICES: Ms. Jennifer Melvin was nominated to serve another term of office in the Former Foster Parent seat. (Councilor Tucker's nominee) Term expires: June 30, 2029
- **B.** <u>COLUMBUS AQUATICS COMMISSION:</u> Mr. Donald W. Hoffman was nominated to serve another term of office. (*Councilor Crabb's nominee*) Term expires: June 30, 2026
- C. REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Ms. Marianne Young was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2027
- **D.** REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Mr. Christopher Posey was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2027
- 4. <u>COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE</u> <u>CONFIRMED FOR THIS MEETING:</u>
  - A. PUBLIC SAFETY ADVISORY COMMISSION:

Saundra Ellison

(Council District 3- Huff)

Seat Declared vacant

Term Expires: March 27, 2024

В.	YOUTH	<b>ADVISORY</b>	<b>COUNCIL:</b>
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District 2 Nominee:	District 5 Nominee:
District 3 Nominee:	District 8 Nominee:
District 4 Nominee:	District 9 Nominee: Amy Recinos-Agula

- 5. <u>COUNCIL'S CONFIRMATION RECOMMENDATIONS FROM ORGANIZATIONS / AGENCY OR BOARDS MAY BE CONFIRMED FOR THIS MEETING:</u>
  - A. <u>HISTORIC & ARCHITECTURAL REVIEW BOARD:</u>

**Rev. Curtis West** 

Open for Nominations

Liberty Theatre & Cultural Arts Center Bd Rep.

(Council's Appointment)

No longer a resident of Muscogee County

Term Expired: January 31, 2024

The Chairperson of the Liberty Theatre & Cultural Arts Center Advisory Board is recommending Arreasha Z Lawrence to fill the seat of Rev. Curtis West.

In accordance with Ordinance 24-012, this seat is slated for a member serving on the Liberty Theatre & Cultural Arts Center Advisory Board.

- 6. COUNCIL APPOINTMENT- VOTE TABULATION:
  - A. COLUMBUS GOLF COURSE AUTHORITY:

**Richard Wright** 

Not Eligible to succeed

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

Mayor Pro Tem Allen nominated Ms. Karen Stewart for the seat of Richard Wright. Councilor Crabb nominated Ms. Stephanie Leohr for the seat of Richard Wright.

## 7. <u>COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:</u>

#### A. <u>COLUMBUS AQUATICS COMMISSION:</u>

**Jensen Melton**- Interested in serving

Eligible to succeed

Term Expires: June 30, 2024

(Council's Appointment)

Open for Nominations

**Timothy Crabb** 

Does not desire reappointment

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

**Richard Leary** 

Cols. Hurricane Rep.

Does not desire reappointment Term Expires: June 30, 2024 Open for Nominations (Council's Appointment)

**Janet Bussey** 

Not Eligible to succeed

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

**Bruce Samuels** 

Not Eligible to succeed

Term Expired: June 30, 2022

Open for Nominations (Council's Appointment)

These are two-year terms. Board meets quarterly.

Women: 1

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

These are two year terms. Board meets quarterty.

#### B. <u>COLUMBUS GOLF COURSE AUTHORITY:</u>

**<u>Richard Mahone</u>** - Interested in serving

Eligible to succeed

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

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#### **James Houston, Jr.** - Interested in serving

Eligible to succeed

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

These are four-year terms. Board meets monthly.

\*Note: There are no women currently serving on this board.

Women: 0

**Senatorial District 15:** 3 **Senatorial District 29:** 6

#### C. HOSPITAL AUTHORITY OF COLUMBUS:

**Betty Tatum** 

Resigned

Term Expires: November 14, 2025

Open for Nominations (Council's Nomination)

The following nominees would be forwarded to the Hospital Authority of Columbus: Mr. Mike Mayhew, Mr. Bob Jones and Mr. Tracy Sayers.

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

*The term is three years. Board meets monthly with the exception of November and December.* 

Women: 1

**Senatorial District 15:** 5 **Senatorial District 29:** 3

#### D. KEEP COLUMBUS BEAUTIFUL COMMISSION:

**David Houser** 

Eligible to succeed

(SD-15 Representative)

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

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**Pamela Green Thomas** 

Eligible to succeed

(At-Large Member)

Term Expires: June 30, 2024

Open for Nominations (Council's Appointment)

**Tracy Walton-King** 

Not Eligible to succeed

(At-Large Member)

Term Expires: June 30, 2024

Open for Nominations

(Council's Appointment)

**Eddie Florence** 

(Resigned)

(SD-15 Representative)

Term Expires: June 30, 2026

Open for Nominations

(Council's Appointment)

**VACANT** 

(SD-29 Representative)

Term Expires: June 30, 2026

Open for Nominations

(Council's Appointment)

These are three-year terms. Meets every even month.

Women: 6

**Senatorial District 15:** 6 **Senatorial District 29:** 3

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.

1. Approval of minutes for the May 14, 2024 Council Meeting and Executive Session.

File Attachments for Item:

#### **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

May 14, 2024 9:00 AM Regular Meeting

#### MAYOR'S AGENDA

**PRESENT:** Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Tyson Begly (arrived at 9:02 a.m.), Joanne Cogle, Charmaine Crabb, Glenn Davis, R. Walker Garrett, Judy W. Thomas and Toyia Tucker. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, Deputy Clerk of Council Lindsey G. McLemore, and Deputy Clerk Pro Tem Tameka Colbert were present.

**ABSENT:** Councilor Bruce Huff was absent.

<u>The following documents have been included as a part of the electronic Agenda Packet:</u> (1) Golden Park Improvements Presentation; (2) Muscogee County Jail Mold Remediation Project Presentation

<u>The following documents were distributed around the Council table:</u> (1) New Horizons Needs Assessment; (2) Document provided by Claire Thomas;

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

**INVOCATION:** Offered by Mayor Pro Tem R. Gary Allen

**PLEDGE OF ALLEGIANCE:** Led by Mayor Henderson

NOTE: Councilor Begly arrived at 9:02 a.m.

#### **MINUTES**

1. Approval of minutes for the April 30, 2024 Consent Agenda / Work Session and Executive Session. Councilor Tucker made a motion to approve the minutes, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

#### **PROCLAMATION:**

2. **Proclamation:** National Correctional Officers Week

**Receiving:** Warden Herbert Walker

<u>Councilor Toyia Tucker</u> read the proclamation into the record, proclaiming the week of May 5-11, 2024, as *National Correctional Officers Week*, recognizing the dedication of correctional officers as members of the law enforcement community.

#### **PRESENTATION:**

3. Police Department / Public Safety Briefing (Presented by Police Chief Stoney Mathis). **DELAYED** 

<u>Mayor B. H. "Skip" Henderson</u> stated the presentation from the Columbus Police Department will be delayed due to members of the Command Staff currently being out of town. He explained there will be quarterly updates provided by all the public safety entities going forward.

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

#### **ORDINANCES**

1. **1st Reading-** An ordinance to revise and clarify certain provisions of the Columbus Code which provide for the foreclosure of liens on property for which funds are due and owing to the consolidated government; and for other purposes. (continued on 1st Reading from 2-27-24) (Councilor Begly)

Councilor Crabb made a motion to table the ordinance indefinitely, seconded by Councilor Tucker and resulted in an inconclusive five-to-three vote, with Councilors Cogle, Crabb, Davis, Thomas and Tucker voting in favor; Mayor Pro Tem Allen and Councilors Begly and Garrett voting in opposition, and Councilor Huff being absent from the meeting.

Mr. Reynolds Bickerstaff approached the rostrum to speak in support of the proposed ordinance. He explained these provisions would be a benefit to his clients and the community, it will help with properties being vacant for many years, reduce the crime that vacant properties attract, and will increase revenue for the City of Columbus.

#### **PUBLIC AGENDA**

5. Mrs. Katrina Long, representing Reese Road Leadership Academy, Re: An update by the Students at Reese Road Leadership Academy on the Carver Park STEAM Project Based Learning Initiative. (<u>NOTE:</u> This presentation was called up as the next order of business as listed on the Public Agenda Item 4)

#### <u>CITY ATTORNEY'S AGENDA (continued)</u>

2. **1st Reading**- An ordinance adopting a new Article XXIII to Chapter 2 of the Columbus Code to create a Civic Center and Ice Rink Authority; repealing Ordinance No. 01-72; and for other purposes. (Councilor Begly)

Councilor Cogle made a motion to delay this ordinance indefinitely, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

**3. 1st Reading-** Adoption of an ordinance listing the roadways approved for use of speed detection devices (radar) on all GDOT Routes and non-GDOT Routes in Columbus-Muscogee County. (Mayor Pro-Tem)

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Council Meeting Minutes May 14, 2024 <u>Engineering Director Donna Newman</u> approached the rostrum to explain the Engineering Department in conjunction with the Columbus Police Department and Muscogee County School District developed this ordinance to address the school zones throughout the community.

#### **PUBLIC AGENDA**

- 1. Ms. LaKaren Rickman, representing New Horizons Behavioral Health, Re: The results from recent Community Mental Health Needs Assessment.
- 2. Mrs. Claire Thomas, representing Animal Advocacy, Re: CACC Veterinary Vaccine Protocols and Practices & Microchips.
- 3. Ms. Theresa El-Amin, Re: East Wynnton neighborhood blight and speeding.
- 4. Mrs. Sue Goldman, representing Columbus Regional Tennis Association, Inc., Re: Tennis courts at Benning Park / Frank Chester Recreation Center.
- 5. Mrs. Katrina Long, representing Reese Road Leadership Academy, Re: An update by the Students at Reese Road Leadership Academy on the Carver Park STEAM Project Based Learning Initiative. (<u>NOTE:</u> This item was called upon earlier in the meeting during the City Attorney's Agenda.)

#### **REFERRAL(S):**

#### FOR THE CHIEF OF POLICE:

- Add a detail to address the speeding concerns on Schaul Street and Amber Drive. (*Request of Councilor Tucker*)

#### MAYOR'S AGENDA (continued)

#### **ADD-ON PROCLAMATION:**

**Proclamation:** Mental Health Awareness Month

**Receiving:** Dr. Pamela Shaw, New Horizons

<u>Mayor Pro Tem R. Gary Allen</u> read the proclamation into the record, proclaiming May 2024, as *Mental Health Awareness Month*, recognizing the crucial importance of mental health for one's overall wellbeing and providing mental health awareness and resources to the community.

#### CITY MANAGER'S AGENDA

#### 1. Payment of Attorney Fees for the Sheriff's Office

**Resolution** (164-24): A resolution authorizing payment of attorney fees to Balch Law Group (Atlanta, GA), in the amount of \$19,777.30; and approve payment of future legal fees for the provision of legal services for the Sheriff's Office in reference to a pending CCG investigation. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Thomas and

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Council Meeting Minutes May 14, 2024 carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

## 2. Georgia Emergency Management Agency/ Homeland Security State of Georgia Gang Activity Prosecution Grant

**Resolution** (165-24): A resolution authorizing the application and acceptance of a grant, if awarded, of \$60,433 or as otherwise awarded, from the Georgia Emergency Management Agency/Homeland Security State of Georgia Gang Activity Prosecution Grant, with no local match requirement and to amend the Multi-Governmental Fund by the amount rewarded. Funds will be utilized for the purchase of smart technology by the Muscogee County Sheriff's Office for efficacious investigations that will lead to the successful prosecution of criminal street gang activity. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Davis and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

#### 3. PURCHASES

A. Confiscated Firearms for Credit or Swap II for Police Department – RFB No. 23-0039

**Resolution** (166-24): A resolution authorizing the swap of three hundred (300) confiscated firearms from the Columbus Police Department for eighteen (18) Rock River LE2020M Rifles and accessories provided by King's Firearms (Columbia, TN). There will be no cost to the City for the swap of firearms. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

C. Professional Surveying Services for Finance Department/Revenue Division and Engineering Department (Annual Contract) – RFP No. 24-0002

**Resolution** (167-24): A resolution authorizing the execution of annual contracts with Moon Meeks & Associates, Inc. (Columbus, GA), primary contractor, and EMC Engineering Services, Inc. (Columbus, GA), secondary contractor, to provide professional surveying services for the Finance Department/Revenue Division and Engineering Department. The services will be utilized on an "as needed" basis. The estimated annual usage for this contract is \$48,735.00. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

E. Thermal Imagers with Feature Pack for Fire & EMS Department – North Carolina Sheriffs Association Cooperative Contract Purchase

**Resolution** (168-24): A resolution authorizing the purchase of fourteen (14) Bullard QXT Pro Thermal Imagers with feature packs for the Fire & EMS Department from C.W. Williams & Company, LLC (Rocky Mount, NC) in the total amount of \$92,568.42. The purchase will be accomplished by cooperative purchase via the North Carolina Sheriff's Association, 24-01-0524. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

G. Declaration of Surplus and Donation of the Scotty Fire Safety House Trailer for Fire & EMS

**Resolution** (169-24): A resolution authorizing to declare the Scotty Fire House Trailer (Serial # 1SSTT35TXB11SS358, Shop # 3207), as surplus, in accordance with Section7-501 of the Charter of Columbus Consolidated Government and authorize the donation of the trailer to the Harris Coury Consortium of Fire Chiefs. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

#### H. Surplus Vehicles

**Resolution** (170-24): A resolution authorizing to declare the following two (2) vehicles as surplus, in accordance with Section 7-501 of the Charter of Columbus Consolidated Government and authorize the crushing the vehicles as scrap:

VEHICLE NUMBER	MAKE	MODEL	VIN NUMBER
10318	Chevrolet	Silverado	1GBJC33UX3F245339
10319	Chevrolet	CC25903	1GBHC24UX3E355899

Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

I. On-Call Project Management Services for Capital Improvement Projects (Annual Contract) – RFP No. 24-0023

**Resolution** (171-24): A resolution authorizing the execution of annual contracts with Aaron & Clements, Inc. (Columbus, GA), BDR Partners, LLC (Atlanta, GA), Procon Consulting, LLC (Tucker, GA), Skanska USA Building, Inc. (Atlanta, GA), Turner & Townsend Heery (Atlanta, GA), and EC Bradley Real Estate, LLC (Columbus, GA) for on-call project management services for capital improvement projects. The services will be procured on an as-needed basis. For each project, the responsible department will develop a scope of work and will obtain written quotes from the awarded vendors. Councilor Tucker made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

B. Contract Extension for Auditing Services (Annual Contract) – RFP No. 13-0021

**Resolution** (172-24): A resolution authorizing the extension of the annual contract for auditing services with Mauldin & Jenkins, LLC (Macon, GA) for an additional one-year period. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

<u>Finance Director Angelica Alexander</u> approached the rostrum to respond to questions from Councilor Tucker. She explained this proposed contract extension is to ensure that the Finance Department can meet the required timeline with the external audit report due by December 31, 2024. She also advised that the RFP has already been drafted and she will send it out to the members of Council.

#### **REFERRAL(S):**

#### **FOR THE CITY MANAGER:**

- Wants the Audit Committee to discuss awarding the contract to a different external auditing firm each year. (*Request of Councilor Crabb*)

- Let's take a look at the selection committee for the external auditor so that the Finance Director is not a member of that committee. (*Request of Councilor Thomas*)
  - D. Ambulance Billing and Collection Services for Columbus Fire & EMS Department (Annual Contract) RFB No. 24-0004

**Resolution** (173-24): A resolution authorizing the execution of an annual contract with EMS Management & Consultants, Inc. (Winston-Salem, NC) for ambulance billing and collection services. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the six members present, with Councilors Begly and Garrett being absent for the vote, and Councilor Huff being absent from the meeting.

<u>Finance Director Angelica Alexander</u> approached the rostrum to respond to questions from the members of Council. She explained the difficulty of handling billing and collection of this magnitude for the staff in the Finance Department, who already have many other duties they are responsible for.

<u>Fire & EMS Chief Sal Scarpa</u> came forward to explain the position being added to his department is someone that is already in the Finance Department and has the experience and knowledge necessary when dealing with Medicare and Medicaid.

F. Household Garbage Carts for Public Works – Sourcewell Cooperative Contract Purchase

**Resolution (174-24):** A resolution authorizing the purchase of 96-gallon carts from Rehrig Pacific Company (Lawrenceville, GA) in the amount of \$39,405.00 (702 units @ \$55.00 each, plus freight in the amount of \$795.00). The purchase will be accomplished by cooperative purchase via Sourcewell Contract #041521-REH. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Begly and carried unanimously by the six members present, with Councilors Davis and Tucker being absent for the vote, and Councilor Huff being absent from the meeting.

<u>Public Works Director Drale Short</u> approached the rostrum to explain the need in implementing brown carts to clearly identify that it is an additional purchased cart for household waste and deter citizens from taking carts from vacant homes and other instances.

#### **EMERGENCY PURCHASES**

1. Information Only: Six (6) Pursuit Vehicles for Muscogee County Sheriff's Office

#### SIX (6) PURSUIT VEHICLES FOR MUSCOGEE COUNTY SHERIFF'S OFFICE:

On April 23, 2024, the Muscogee County Sheriff's office notified the City Manager of the need to purchase six (6) pursuit vehicles required to carry out the functions of the Sheriff's Office. The Sheriff cited the vehicles were desperately needed because of a lack of patrol vehicles for new hires.

Six (6) vehicles were purchased from Carville Chrysler Dodge Jeep RAM (Greenville, TN): one (1) 2023 Dodge Challenger at a unit price of \$48,515.00, one (1) Dodge Challenger at a unit price of \$50,735.00, and four (4) Dodge Durango pursuit vehicles at a unit price of \$46,500.00 each, for a grand total price of \$285,250.00. The Sheriff's Office located these vehicles that were available on the vendor's lot.

The City Manager approved the emergency request on April 24, 2024.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund -2021 SPLOST -21 SPLOST Public Safety - Light Trucks - Heavy Equipment/Vehicles Public Works; 0567 - 696 - 3111 - STPS -7722 - 54153 - 20240.

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Council Meeting Minutes May 14, 2024

#### 4. <u>UPDATES AND PRESENTATIONS</u>

A. Golden Park Update - Wes Kelley, Division Manager, Brassfield & Gorrie

<u>Brasfield & Gorrie Vice President & Division Manager Wes Kelley</u> approached the rostrum to introduce the update on Golden Park and to call forward the project team to offer the presentation.

**Populous Associate Principal, Senior Architect Tucker English** came forward to provide information on the visual design drivers for the project and explained the site plans, which they have geared to attract community and family involvement.

**Brasfield & Gorrie Senior Project Manager Tyler Martindill** came forward to provide information on the construction that is currently taking place and a timeline going forward.

B. Jail Update - Drale Short, Director, Public Works

Health, Safety & Environmental Consultant Milton Bonner (MLB EnviroHealth & Safety, LLC) came forward to provide a presentation on the mold remediation project that is ongoing at the Muscogee County Jail. During the presentation, there were images displayed to show the findings from the inspection and the improvements that have been made.

<u>Public Works Director Drale Short</u> came forward to share the challenges faced by the Facility Maintenance Division when addressing the plumbing issues in the Muscogee County Jail.

<u>Muscogee County Sheriff Greg Countryman</u> came forward to speak on the mold issue at the jail. He explained in the past there was a full-time maintenance worker in the Muscogee County Jail, but there is no longer a designated person.

#### <u>UPTOWN – WOODRUFF PARK SPLASHPAD & PLAYGROUND:</u>

Councilor Cogle made a motion to amend the funding source identified during the April 23, 2024, Council Meeting from the Uptown TAD for \$250,000 to General Fund Reserves for the splashpad and playground at Woodruff Park, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

At the request of the City Manager Hugley with Uptown Columbus not being a CCG department but a non-profit entity, Councilor Cogle made a motion to amend the funding source from the General Fund Reserve to grant funding for the splashpad and playground at Woodruff Park, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

#### **REFERRAL(S):**

#### FOR THE CITY MANAGER:

- Provide an update to Council on the waiving of business license penalty interest. (Request of Mayor Pro Tem Allen)
- Provide a compliance update on the processing of business licenses and send out another curiosity notice to businesses with expired licenses. (*Request of Councilor Davis*)

#### **BID ADVERTISEMENT**

**DATE:** May 14, 2024

#### May 15, 2024

#### 1. Baker Center Driveway Project - RFB No. 24-0039

Scope of Bid

Consolidated Government of Columbus, Georgia (the City) is requesting bids for the Baker Center Driveway project. The Community Reinvestment Department is requesting the services on behalf of Girls, Inc. of Columbus & Phenix-Russell.

No later than five (5) business days before the bid due date, bidders desiring to do so may schedule a site visit by contacting Danita Lloyd at <a href="mailto:dlloyd@girlsinc-columbus.org">dlloyd@girlsinc-columbus.org</a> or 706-683-0809. Attendance is not required, but bidders are strongly encouraged to visit the site. Questions/concerns resulting from the Site Visit must be submitted in writing to the Purchasing Division, as specified on pages 9 and 10 of the RFB document. The project location is 3535 Levy Road, Columbus, GA 31903.

#### 2. Public Safety Uniforms (Annual Contract) – RFB No. 24-0023

Scope of Bid

Provide uniforms for Columbus Consolidated Government Public Safety Departments on an "as needed" basis.

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

#### May 29, 2024

## 1. <u>PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II</u> (Re-Bid) – RFB No. 24-0029

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. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

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

#### **REFERRALS:**

#### **CLERK OF COUNCIL'S AGENDA**

#### **ENCLOSURES – ACTION REQUESTED**

- 1. **RESOLUTION** (175-24) A resolution changing the meeting schedule for the month of June 2024. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.
- RESOLUTION (176-24) A resolution to change the meeting location for the May 21, 2024
  Budget Review Committee Meeting, as well as, the regularly scheduled Council Meetings on
  Page 8 of 13
  Council Meeting Minutes
  May 14, 2024

July 23, 2024 and the July 30, 2024 Work Session to the Muscogee County School Board Chambers. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

- 3. Email Correspondence from Dr. Walter Taylor, Chairperson, recommending the seats of Ms. Saundra Ellison (*District 3 Rep*) and Mr. Daniel Street (*District 5 Rep*) on the Public Safety Advisory Commission be declared vacant due to a lack of attendance. Councilor Crabb made a motion to declare the seat of Saundra Ellison vacant and allow Daniel Street to continue serving on the Public Safety Advisory Commission, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.
- 4. Email Correspondence from Attorney Jack Schley, Board Secretary, submitting the selection from the Hospital Authority of Columbus for Mr. Darrell "Tony" Floyd to fill the unexpired term of Ms. Cynthia Williams Jordan. (*Council would confirm the selection.*) Councilor Tucker made a motion to confirm the appointment of Darrell "Tony" Floyd on the Hospital Authority of Columbus, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.
- 5. Email Correspondence from Attorney Jack Schley, Board Secretary, forwarding the resignation of Ms. Betty Tatum from her seat on the Hospital Authority of Columbus. Mayor Pro Tem Allen made a motion to receive the resignation of Betty Tatum with regrets, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

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

Airport Commission, March 27, 2024

Board of Health, September 27, October 25 and November 29, 2023; February 28 and March 27, 2024

Board of Tax Assessors, #13-24, and #14-24

Columbus Golf Course Authority, March 26, 2024

Planning Advisory Commission, April 17, 2024

Mayor Pro Tem Allen made a motion to receive the minutes of various boards, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

#### **BOARD APPOINTMENTS - ACTION REQUESTED**

#### 7. MAYOR'S APPOINTMENTS MAY BE CONFIRMED FOR THIS MEETING:

#### A. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

A nominee for the seat of Crystal Shahid (*Does not desire reappointment*) for a term expiring on June 30, 2024, as a Business Community Representative on the Pension Fund, Employees' Board of Trustees (*Mayor's Appointment*). There were none.

Page **9** of **13** 

Council Meeting Minutes May 14, 2024

#### **B. YOUTH ADVISORY COUNCIL:**

A nominee for a seat on the Youth Advisory Council for the 2024-2025 School Year (Mayor's Appointment). Mayor Henderson nominated Kona Cogle. Councilor Tucker made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

## 8. <u>COUNCIL'S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:</u>

#### A. YOUTH ADVISORY COUNCIL:

A nominee for a seat on the Youth Advisory Council as the District 2 Representative for the 2024-2025 School Year (*Council District 2- Davis*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 3 Representative for the 2024-2025 School Year (*Council District 3- Huff*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 4 Representative for the 2024-2025 School Year (*Council District 4- Tucker*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 5 Representative for the 2024-2025 School Year (*Council District 5- Crabb*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 6 Representative for the 2024-2025 School Year (*Council District 6- Allen*). Mayor Pro Tem Allen nominated Lauren Robinson. Councilor Crabb made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

A nominee for a seat on the Youth Advisory Council as the District 7 Representative for the 2024-2025 School Year (*Council District 7- Cogle*). Councilor Cogle nominated Kael LeDenney. Councilor Tucker made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

A nominee for a seat on the Youth Advisory Council as the District 8 Representative for the 2024-2025 School Year (*Council District 8- Garrett*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 9 Representative for the 2024-2025 School Year (*Council District 9- Thomas*). There were none.

A nominee for a seat on the Youth Advisory Council as the District 10 Representative for the 2024-2025 School Year (*Council District 10- Begly*). Councilor Begly nominated Bryce Knight. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting.

## 9. <u>COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:</u>

#### A. BOARD OF FAMILY & CHILDREN SERVICES:

Council Meeting Minutes May 14, 2024 A nominee for the seat of Jennifer Melvin (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Board of Family & Children Services (*Council's Appointment*). Councilor Tucker nominated Jennifer Melvin to serve another term.

#### B. COLUMBUS AQUATICS COMMISSION:

A nominee for the seat of Timothy Crabb (*Does not desire reappointment*) for a term expiring on June 30, 2024, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

A nominee for the seat of Jensen Melton (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

A nominee for the seat of Donald Wayne Hoffman (*Eligible to succeed- Interested in serving*) for a term expiring on June 30, 2024, on the Columbus Aquatics Commission (*Council's Appointment*). Councilor Crabb nominated Donald Wayne Hoffman to serve another term.

A nominee for the seat of Richard Leary (*Eligible to succeed- Does not desire reappointment*) for a term expiring on June 30, 2024, as the Columbus Hurricanes Representative on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

A nominee for the seat of Janet Bussey (<u>Not Eligible to succeed</u>) for a term expiring on June 30, 2024, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

A nominee for the seat of Bruce Samuels (*Eligible to succeed*) for a term that expired on June 30, 2022, on the Columbus Aquatics Commission (*Council's Appointment*). There were none.

#### C. <u>COLUMBUS GOLF COURSE AUTHORITY:</u>

A nominee for the seat of Richard Mahone (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Columbus Golf Course Authority (*Council's Appointment*). There were none.

A nominee for the seat of James Houston, Jr. (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Columbus Golf Course Authority (*Council's Appointment*). There were none.

A nominee for the seat of Richard Wright (<u>Not Eligible to succeed</u>) for a term expiring on June 30, 2024, on the Columbus Golf Course Authority (*Council's Appointment*). Councilor Crabb nominated Stephanie Leohr and Mayor Pro Tem Allen nominated Karen Stewart to succeed Richard Wright.

#### D. KEEP COLUMBUS BEAUTIFUL COMMISSION:

A nominee for the seat of David Houser (*Eligible to succeed*) for a term expiring June 30, 2024, as a representative of Senatorial District 15 on the Keep Columbus Beautiful Commission (*Council's Appointment*). There were none.

A nominee for the seat of Pamela Green Thomas (*Eligible to succeed*) for a term expiring June 30, 2024, as an At-Large Member on the Keep Columbus Beautiful Commission (*Council's Appointment*). There were none.

Page **11** of **13** Council Meeting Minutes May 14, 2024

A nominee for the seat of Tracy Walton-King (<u>Not</u> Eligible to succeed) for a term expiring June 30, 2024, as an At-Large Member on the Keep Columbus Beautiful Commission (Council's Appointment). There were none.

A nominee for the seat of Eddie Florence (*Resigned*) for a term expiring June 30, 2026, as a representative of Senatorial District 15 on the Keep Columbus Beautiful Commission (*Council's Appointment*). There were none.

A nominee to fill a vacant seat with a term expiring on June 30, 2026, as a representative of Senatorial District 29 on the Keep Columbus Beautiful Commission (*Council's Appointment*). There were none.

## E. REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:

A nominee for the seat of Marianne Young (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Region 6 Regional Advisory Council for Department of Behavioral Health and Developmental Disabilities (*Council's Appointment*). Mayor Pro Tem Allen nominated Marianne Young to serve another term.

A nominee for the seat of Christopher Posey (*Eligible to succeed*) for a term expiring on June 30, 2024, on the Region 6 Regional Advisory Council for Department of Behavioral Health and Developmental Disabilities (*Council's Appointment*). Mayor Pro Tem Allen nominated Christopher Posey to serve another term.

#### **EXECUTIVE SESSION:**

Mayor Henderson entertained a motion to go into executive session to discuss matters of potential litigation and property acquisition and disposal as requested by City Attorney Fay earlier in the meeting. Councilor Tucker made a motion to go into Executive Session, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent from the meeting, and the time being 12:27 p.m.

NOTE: Councilor Begly left the meeting at 12:27 p.m.

The Regular Meeting reconvened at 1:48 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss matters of potential litigation and property acquisition and disposal; however, there were no votes taken.

#### **ADD-ON RESOLUTION:**

**Resolution (177-24):** A resolution authorizing a payment of \$195,000 to settle all damage claims of Claimant Cheryl Flowers stemming from an incident which occurred on December 11, 2020. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the seven members present, with Councilor Begly being absent for the vote, and Councilor Huff being absent from the meeting.

Council Meeting Minutes May 14, 2024

#### **ADD-ON RESOLUTION:**

Resolution (178-24) - A resolution excusing Councilor Bruce Huff from the May 14, 2024 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the seven members present, with Councilor Begly being absent for the vote, and Councilor Huff being absent from the meeting.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Mayor Pro Tem Allen to adjourn the May 14, 2024 Regular Council Meeting, seconded by Councilor Garrett and carried unanimously by the seven members present, with Councilor Begly being absent for the vote, Councilor Huff being absent from the meeting, and the time being 1:49 p.m.

Sandra T. Davis, CMC Clerk of Council

Council of Columbus, Georgia

	Atta	ahma	nto	for	ltam.
FIIE	Atta	cnme	nts	TOL	item:

1. FY2025 ADD-DELETE LIST: Chairperson Judy W. Thomas, Presiding Officer

Fund Balance:	68,931,076
1 day of Fund Balance:	663,884
eginning Est Days Remaining	103 83

Item #1.

	ADD EXPENDITURES OR DELETE REVENUE:  DELETE EXPENDITURES OR ADD REVENUE:  GF Bal														
г	<u>Date</u>	Requestor	<u>Dept</u>	Fund	Dept	<u>Unit</u>	<u>Description</u>	<u>Amount</u>	Fund	<u>Dept</u>	<u>Unit</u>	<u>Description</u>	Amount	<u>Days</u>	Approved
1	5/7/2024	Tucker	Sheriff	0101	550		Increase Reserve Deputy Funding \$300k and Increase Sworn Salaries \$250k for \$200/day stipends for hospital work on off-days for Deputies (Total of \$635,200)	-						_	No
2	5/7/2024	Tucker	MCP	0101	420	1000	Increase Training/Travel Budget	20,000						(0.03)	Yes
3	5/7/2024	Tucker	Non-Departmental	0101	590	4000	Setup Project to Implement Animal Care/Training Program	300,000						(0.45)	Yes, but less than 6
4	5/7/2024	Tucker	MCP	0101	420	1000	\$2,500 Base Pay increase for MCP Sworn Officers	346,920						(0.52)	Yes, but less than 6
5	5/7/2024	Tucker	Sheriff	0101	550	ALL	\$5,000 Base Pay increase for Sheriff Sworn Officers	1,889,475						(2.85)	Yes, but less than 6
6	5/7/2024	Tucker	Fire/EMS	0101	410	ALL	\$2,500 Base Pay increase for Fire/EMS Sworn Officers	1,235,902						(1.86)	Yes, but less than 6
7	5/7/2024	Allen	District Attorney	0101	500	2000	Add 1 Legal Adminstrative Clerk G115 position	47,098						(0.07)	Yes
8	5/7/2024	Allen	District Attorney	0101	500	2100	Add 1 Victim Advocate G117 positions	50,390						(0.08)	Yes
9	5/14/2024	Davis	Public Works	0101	260	2400	Increase Annual Base Salary for Veterinarian G130 position to \$125,000 Increase Veterinary Services for	33,135						(0.05)	Yes
10	5/14/2024	Davis	Public Works	0101	260	2400	Medical Supplies, Medications, Micro- Chipping, and Vaccinations	107,715						(0.16)	Yes
11	5/14/2024	Davis	Public Works	0101	260	2300	Add 3 Fleet Maintenance Technician II G118 positions	156,408						(0.24)	Yes
12	5/14/2024	Davis (Garrett)	Public Works	0101	260	2400	Increase Fee Based Program for Spay/Neuter Services Increase Fire & EMS Chief's Total Pay	275,000						(0.41)	Yes
13	5/14/2024	Thomas	Fire/EMS	0101	410	1000	to \$170,980.68 (including supplements) to be equal to the Total Pay for Police Chief and Sheriff which is currently \$170,980.68	19,977						(0.03)	Yes
14	5/21/2024	Crabb	Clerk of Superior Ct	0101	500	3000	Add 2 Senior Deputy Clerk G117	100,780						(0.15)	Yes, but less than 6
15	5/21/2024	Crabb	Clerk of Superior Ct	0101	500	3000	Add 5 Deputy Clerk II G115 positions	235,490						(0.35)	Yes, but less than 6
16	5/21/2024	Allen	Information Technology	0101	210	2000	Transfer Radio Communications Budget of \$671,304 to I.T. and Add 1 Radio System Supervisor G122	732,175	0101	250	3110	Transfer Radio Communications Budget of \$671,304 from Engineering	671,304	(0.09)	Yes
17	5/21/2024	Begly	Tax Assessor	0101	290		Reclass 2 Appraisal Tech from G113 to G115 and 2 Sr Appraisal Tech G114 to G116	11,233						(0.02)	Yes
18	5/21/2024	Cogle	Juvenile Court	0101	500	2125		27,104						(0.04)	Yes
19	5/21/2024	Tucker	Public Works	0101	260	1000	Reclass 1 Facilities Maintenance Supervisor G122 to 1 Finance Manager G122							-	Yes
20	5/21/2024	Davis	Parks & Recreation					- Page 26 -	0101	270	1000	Delete 5 Parks Rangers, 1 Chief Park Ranger, and Operational Costs for Rangers	417,039	0.63	Yes

Fund Balance:	68,931,076
1 day of Fund Balance:	663,884
Beginning Est Days Remaining:	103.83

Item #1.

-	ADD EXPENDITURES OR DELETE REVENUE: DELETE EXPENDITURES OR ADD REVENUE:								GF Bal						
-	<u>Date</u>	Requestor	<u>Dept</u>	Fund	<u>Dept</u>	<u>Unit</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>	Dept	<u>Unit</u>	<u>Description</u>	Amount	<u>Days</u>	Approved
21	5/21/2024	Davis	Public Works						0101	260	2400	Delete 1 Cruelty Investigator, 3 Animal Control Officers and all operational costs for Investigator	196,526	0.30	Yes
22	5/21/2024	Begly	Parks & Recreation	0101	270		Reallocate \$80k of Capital Outlay Per Department Request	-						-	Yes
23	5/21/2024	Davis (Garrett)	Parks & Recreation	0101	270		Add \$60,000 to Resurface Tennis Courts @ Lakebottom	60,000						(0.09)	Yes
24	5/21/2024	Davis	Sheriff	0101	550	1000	Add \$150,000 for Legal Fees	150,000						(0.23)	Yes, but less than 6
25	5/21/2024	Cogle	Police	0101	400		Add Operating Budget for Police Special Operations	160,050						(0.24)	Yes
26									0101	130	1000	Delete Marketing Coordinator	66,988	0.10	Yes, but less than 6
27									0101	260	2400	Delete Communications Officer	44,782	0.07	Yes, but less than 6
28									0101	590	4000	Delete Oxbow Creek Golf Subsidy	100,000	0.15	Yes, but less than 6
29									0101	290	1000	Delete 2 Tax Appraisal Technicians	89,564	0.13	Yes, but less than 6
30									0101	560	1000	Delete Technical Support Analyst	64,810	0.10	Yes, but less than 6
31									0101	560	1000	Delete Career Ladder Adjustments for Tax Clerks	6,125	0.01	Yes, but less than 6
32									0101	560	1000	Delete Reclass for Administrative Operations Manager	8,127	0.01	Yes, but less than 6
33									0101	200	2100/2200	Delete 8 Finance Department Positions & Career Ladder Advancements	500,795	0.75	Yes
L						<u> </u>	SUPTOTAL	¢ 5,050,952				SUBTOTAL	\$ 2.166.060	(5.71)	

SUBTOTAL \$ 5,958,852 SUBTOTAL \$ 2,166,060

0101 = General Fund VARIANCE (3,792,792)

> General Fund 56.91 OLOST 41.21

**Ending Est Days Remaining:** 98.12

Item #1.

#### ADD EXPENDITURES OR DELETE REVENUE:

#### DELETE EXPENDITURES OR ADD REVENUE:

<u>Date</u>	Requestor	<u>Dept</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>	<u>Dept</u>	<u>Unit</u>	<u>Description</u>	<u>Amount</u>	Approved
1 5/21/2024	Tucker	Public Works	0203	260		Reclass Urban Forestry & Beautification Supervisor G124 to Public Works Crew Supervisor G124	\$ -						Yes
2 5/21/2024	Crabb	Bull Creek Golf	0755	630	2300	Increase Operating Budget to Offset Position Deletion	52,860	0755	630	2300	Delete Assistant Golf Professional I	52,860	No per Amended Motion
3 5/21/2024	Crabb	Oxbow Creek Golf	0756	099	1999	Remove General Fund Subsidy	100,000	0756	640	ALL	Reduce Operating Budget to Offset Revenue Reduction	100,000	Yes, but less than 6
4													
5													
6													
7													
8													
9													
10													

0202 = Stormwater (Sewer) Fund

0203 = Paving Fund

0207 = Integrated Waste Fund

0230 = Economic Development Fund

0755 = Bull Creek Golf Course Fund

0756 = Oxbow Creek Golf Course Fund

0757 = Civic Center Fund

0860 = Risk Management Fund

#### File Attachments for Item:

1. 2nd Reading- An ordinance providing for the demolition of various structures located at:1)
 1118 Broadway (Mary C Wohlwender, Owner)2)
 1120 Broadway (Mary C Wohlwender, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet. (Continued on 2nd Reading from 4-23-24.)(Mayor Pro-Tem)

#### AN ORDINANCE

NO.

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

- 1) 1118 Broadway (Mary C Wohlwender, Owner)
- 2) 1120 Broadway (Mary C Wohlwender, Owner)

and for demolition services for the Inspections and Code Department in accordance with the attached Tabulation of Bid sheet.

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) 1118 Broadway (Mary C Wohlwender, Owner)
- 2) 1120 Broadway (Mary C Wohlwender, Owner)

in the total amount of \$327,159.92 for demolition services; and

WHEREAS, funds are budgeted in the FY24 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 Page 30- uctures listed above, and for total costs listed above, in the demolition of the demolition of the demolities and the demolities and the demolities are demolities and the demolities and the demolities and the demolities are demolities and the demolities and the demolities are demolities and demolities are demolities are demolities and demolities are demolities and demolities are demolities and demolities are demolities are demolities and demolities are demolities and demolities are demolities and demolities are demolities are demolities and demolities are demolities are demolities and demolities are demolities are demolities are demolities and demolities are demolities are demolities and demolities are demolities.

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 Lien Book.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 9th day of April, 2024; introduced a second time at a regular meeting of said council held on the 23rd day of January 2024 and adopted at said meeting by the affirmation vote of members of Council.

Councilor	Allen	voting	
Councilor	Barnes	voting	
Councilor	Begly	voting	
Councilor	Cogle	voting	
Councilor	Crabb	voting	
Councilor	Davis	voting	
Councilor	Garrett	voting	
Councilor	Huff	voting	
Councilor	Thomas	voting	
Councilor	Tucker	voting	

Conduc M. Donie

Sandra T. Davis Clerk of Council B.H. "Skip" Henderson, III Mayor

April 2024 Demolition Bid Tabulation She	et
Property	Demolition Amount
1) 1118 Broadway ( Mary Wohlwender, Owner)	\$163,619.72
2) 1120 Broadway ( Mary Wohlwender, Owner)	\$163,540.20
TOTAL	\$327,159.92



#### INSPECTIONS & CODE DEPARTMENT

# 1118 & 1120 Broadway

# 1118 & 1120 Broadway (Mary C. Wohlwender, Owner)





# 1118 & 1120 Broadway

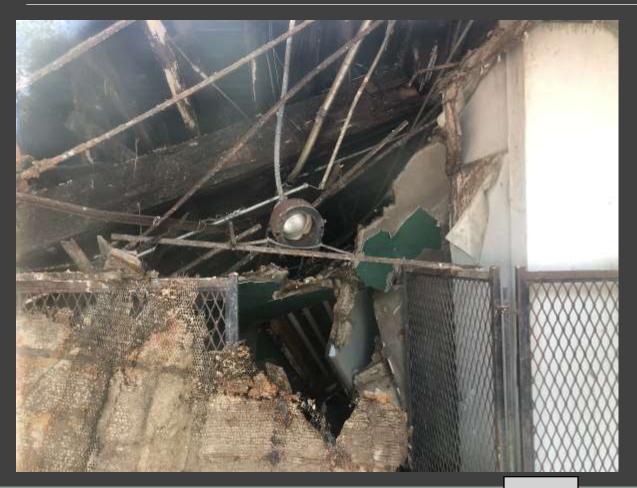
- Inspections and Code was notified on August 16, 2023, that the interior structure of 1118 Broadway had collapsed.
- •Inspections and Code immediately visited the property and assessed its condition. Following this review, it was determined that the structure was an imminent danger to neighboring properties and the public.
- Inspections and Code immediately closed the adjacent sidewalk to protect the public.
   Correspondence was overnighted to the owner notifying them of the condition of the property and ordering immediate action.
- •In the following days, Inspections and Code assessed the condition of neighboring properties at 1112 and 1120 Broadway. All three properties are owned by the same individual. Following this review, it was determined that 1120 Broadway also met the criteria for demolition.



## 1118 & 1120 Broadway

- •Inspections and Code consulted with Wright Engineering on the best course of action regarding the properties.
- •The recommendation of Wright Engineering and mine as the Building Official, is these properties be demolished to remove the blight and the danger to the public and neighboring properties.
- •If the properties are not approved for demolition, the sidewalk will remain closed to prevent any danger to the public.

# 1118 & 1120 Broadway (Mary C. Wohlwender, Owner)







INSPECTIONS & CODE DEPARTMENT

## Questions?

#### File Attachments for Item:

**2. 2nd Reading-** An ordinance to revise and clarify certain provisions of the Columbus Code which provide for the foreclosure of liens on property for which funds are due and owing to the consolidated government; and for other purposes. (Councilor Begly)

Ordinance	No
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An ordinance to revise and clarify certain provisions of the Columbus Code which provide for the foreclosure of liens on property for which funds are due and owing to the consolidated government; and for other purposes.

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

#### SECTION 1.

Section 8-85 of the Columbus Code is here by amended by striking the current code section in its entirety and adopting a new Columbus Code Section 8-85 to read as follows:

#### "Sec. 8-85. Demolition costs to become lien against property.

The amount of the cost of boarding up, demolition or removal of a building and cleaning the lot as approved by City Council shall be a lien against the real property upon which the building or structure is or was situated. Said lien shall be placed upon a special lien book designated "Demolition Lien Book," which shall be maintained by the clerk of superior court of Muscogee County. The director of finance of Columbus, Georgia, shall enforce the collection of any amount due on such lien in the following manner:

- (1) The owner or parties in interest shall pay the full amount due on such lien to the director of finance of Columbus, Georgia within 30 days of perfection of such lien, and if such lien is not paid in full within 30 days of the perfection of such lien, the owner or parties in interest shall pay 25 percent of the total lien amount plus seven percent interest within 60 days of the perfection of such lien to the Director of Finance of Columbus, Georgia, with the remaining balance due on such lien to be paid in three equal annual installments with interest at the rate of seven percent per annum, each of which shall become due and payable on the anniversary date of the initial payment made as hereinabove prescribed;
- (2) Should the property upon which such lien is perfected be sold, transferred or conveyed by the owner and/or parties in interest at any time, then the entire balance due on such lien shall be due and payable to the director of finance of Columbus, Georgia; and,
- (3) Should any amount due remain unpaid within 30 days after the due date for the first or any subsequent annual installment prescribed in subsection (1) above, then the finance director of the consolidated government shall issue a writ of execution against the real property upon which the building or structure is or was situated, and upon the owner thereof, whereupon such real property shall be levied on as governed by general law. The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-9O(b)(2)
- (4) The city manager is authorized to waive such liens, or any portion thereof, for property identified to be transferred to the Land Bank Authority, pursuant to O.C.G.A. Title 48, Chapter 4, for the sole purpose of disposing of the property to an organization contemplated under O.C.G.A. § 48-4-64. Prior to the transfer to the Land Bank Authority, the city's real estate office shall actively market the property for sale for a minimum of 12 months from the date of waiver of the lien. The city manager is also authorized to waive such liens, or any portion thereof, for property in the ownership of an organization contemplated under O.C.G.A. § 48-4-64.

(5) In addition to the authority granted in subsection (4), the city manager is authorized to waive any demolition lien, or any portion thereof, when the demolition lien does not exceed \$25,000.00. If the demolition lien exceeds \$25,000.00, any waiver of such lien, or any portion thereof, must be approved by resolution of the Columbus Council."

#### SECTION 2.

Section 8-86 of the Columbus Code is here by amended by striking the current code section in its entirety and adopting a new Columbus Code Section 8-85 to read as follows:

#### "Sec. 8-86. Service of complaints, notices, orders.

Complaints, notices or orders issued pursuant to this division shall be served either personally or by registered or certified mail. If the whereabouts of any person who is an owner and/or party in interest is unknown and the whereabouts can not be ascertained by the building official exercising reasonable diligence, and the building official shall make an affidavit to that effect, then the serving of the complaint and notice or order upon such party may be made by publishing the same once a week for two successive weeks in a newspaper of general circulation published in Columbus, Georgia. A copy of such notice served by publication shall be posted in a conspicuous place on the premises effected by the notice. Additional forms of service determined to be effective may also be used at the discretion of the building official."

#### SECTION 3.

Section 13-115 of the Columbus Code is here by amended by striking the current code section in its entirety and adopting a new Columbus Code Section 13-115 to read as follows:

## "Sec. 13-115. - Same—Notice to property occupants and owners; assessment of costs; execution and sale.

Where the owner or occupant of land violates the provisions hereof relating to removal of weeds and the owner or occupant, and such owner or occupant or his agent or representative cannot be served with notice or summons so as to subject him to punishment by the recorder, the director of inspections and code enforcement or one of his assistants shall notify such owner by certified mail, directing the weeds or grass on his lot be cut and removed, so as to comply with Section 13-113 of this Code. The certified mail notice shall allow ten days from the date of receipt or a second attempt to deliver such notice to correct the violation. After this notice and during a period of 36 months, no further written notice or warning period shall be required. If the owner fails to comply with the provisions herein, the director of inspections and code enforcement shall have the weeds and grass cut and removed, assessing a fee plus a service charge (as recommended annually by the directors of public works and finance and approved by the city manager) for the work and charging the amount to the owner, and such amount shall constitute a lien against the lot, as of the date of such work, and if such amount be not paid within 30 days after the doing of the work, the finance director of the consolidated government shall issue execution against the particular real estate for which the service was rendered, and against the owner thereof, whereupon such real estate shall be levied on, advertised and sold under such execution as governed by general law. The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-90(b)(2)."

#### SECTION 4.

Section 13-115 of the Columbus Code is here by amended by striking the current code section in its entirety and adopting a new Columbus Code Section 13-115 to read as follows:

#### "Sec. 13-117. Complaint, hearing, order to abate.

- (a) Any person complaining of any nuisance shall complain to the recorder in writing, setting forth particularly the location and nature of the same, and how he may be affected thereby, whereupon it shall be the duty of the recorder to cause the parties creating or permitting such nuisance to be summoned to appear before the recorder's court as in other cases. After hearing the testimony in the case, the recorder may, in his discretion, order the party creating or permitting such nuisance to abate the nuisance in such manner and within such time as the recorder may prescribe.
- When a nuisance as defined in article III of this chapter cannot be abated in a timely manner by other means, enforcement officials shall complain to the recorder in writing setting forth particularly the location and nature of the same, how it creates an unsafe condition, a public health hazard or a general nuisance to the persons residing in the vicinity, and detailing the actions taken that have failed to abate the nuisance. After hearing the testimony in the case, the recorder may, in his or her discretion, order the nuisance to be abated by the appropriate officials. The director of inspections and code enforcement shall have the nuisance abated, assessing a fee plus a service charge (as recommended annually by the directors of public works and finance and approved by the city manager) for the work and charging the amount to the owner or occupant of the property, and such amount shall constitute a lien against the real estate for which the service was rendered, and against the owner thereof, as of the date of such work, and if such amount is not paid within 30 days after the completion of the work, the finance director of the consolidated government shall issue execution against the particular real estate for which the service was rendered, and against the owner thereof, whereupon such real estate shall be levied on, advertised and sold under such execution as governed by general law, The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-90(b)(2)."

#### SECTION 5.

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

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$\mathcal{C}$	0	ouncil of Columbus, Georgia, held on the 13th day
of February 2024; continue	ed on 1st Reading Fe	ebruary 27, 2024 and May $14^{ m th}$ 2024, introduced a
second time at a regular mee	ting held on the	day of, 2024 and adopted at said meeting
by the affirmative vote of _	members of sa	aid Council.
Councilor Allen	voting	
Seat Vacant	voting	
Councilor Begly	voting	
Councilor Cogle	voting	
Councilor Crabb	voting	
Councilor Davis	voting	
Councilor Garrett	voting	
Councilor Huff	voting	
Councilor Thomas	voting	
Councilor Tucker	voting	
Sandra T. Davis, Clerk of C	ouncil	B.H. "Skip" Henderson, III Mayor
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#### Sec. 8-85. Demolition costs to become lien against property.

The amount of the cost of boarding up, demolition or removal of a building and cleaning the lot as approved by City Council shall be a lien against the real property upon which the building or structure is or was situated. Said lien shall be placed upon a special lien book designated "Demolition Lien Book," which shall be maintained by the clerk of superior court of Muscogee County. The director of finance of Columbus, Georgia, shall enforce the collection of any amount due on such lien in the following manner:

- (1) The owner or parties in interest shall pay the full amount due on such lien to the director of finance of Columbus, Georgia within 30 days of perfection of such lien, and if such lien is not paid in full within 30 days of the perfection of such lien, the owner or parties in interest shall pay 25 percent of the total lien amount plus seven percent interest within 60 days of the perfection of such lien to the Director of Finance of Columbus, Georgia, with the remaining balance due on such lien to be paid in three equal annual installments with interest at the rate of seven percent per annum, each of which shall become due and payable on the anniversary date of the initial payment made as hereinabove prescribed;
- (2) Should the property upon which such lien is perfected be sold, transferred or conveyed by the owner and/or parties in interest at any time, then the entire balance due on such lien shall be due and payable to the director of finance of Columbus, Georgia; and,
- (3) Should the amount due on such lien, or any portion thereof, be unpaid after the time for payment of the final annual installment prescribed in subsection (a), said amount shall continue as a lien together with interest at the rate of seven percent per annum until paid in full. Should any amount due remain unpaid within 30 days after the due date for the first or any subsequent annual installment prescribed in subsection (1) above, then the finance director of the consolidated government shall issue a writ of execution against the real property upon which the building or structure is or was situated, and upon the owner thereof, whereupon such real property shall be levied on as governed by general law. The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-90-(b)(2)
- (4) The city manager is authorized to waive such liens, or any portion thereof, for property identified to be transferred to the Land Bank Authority, pursuant to O.C.G.A. Title 48, Chapter 4, for the sole purpose of disposing of the property to an organization contemplated under O.C.G.A. § 48-4-64. Prior to the transfer to the Land Bank Authority, the city's real estate office shall actively market the property for sale for a minimum of 12 months from the date of waiver of the lien. The city manager is also authorized to waive such liens, or any portion thereof, for property in the ownership of an organization contemplated under O.C.G.A. § 48-4-64.
- (5) In addition to the authority granted in subsection (4), the city manager is authorized to waive any demolition lien, or any portion thereof, when the demolition lien does not exceed \$25,000.00. If the demolition lien exceeds \$25,000.00, any waiver of such lien, or any portion thereof, must be approved by resolution of the Columbus Council.

#### Sec. 8-86. Service of complaints, notices, orders.

Complaints, notices or orders issued pursuant to this division shall be served either personally or by registered or certified mail. If the whereabouts of any person who is an owner and/or party in interest is unknown and the whereabouts can not be ascertained by the building official exercising reasonable diligence, and the building official shall make an affidavit to that effect, then the serving of the complaint and notice or order upon such party may be made by publishing the same once a week for two successive weeks in a newspaper of general circulation published in Columbus, Georgia. A copy of such notice served by publication shall be posted in a

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conspicuous place on the premises effected by the notice. <u>Additional forms of service determined to be effective</u> may also be used at the discretion of the building official.

Sec. 13-115. - Same—Notice to property occupants and owners; assessment of costs; execution and

Where the owner or occupant of land violates the provisions hereof relating to removal of weeds and the owner or occupant, and such owner or occupant or his agent or representative cannot be served with notice or summons so as to subject him to punishment by the recorder, the director of inspections and code enforcement or one of his assistants shall notify such owner by certified mail, directing the weeds or grass on his lot be cut and removed, so as to comply with Section 13-113 of this Code. The certified mail notice shall allow ten days from the date of receipt or a second attempt to deliver such notice to correct the violation. After this notice and during a period of 36 months, no further written notice or warning period shall be required, If the owner fails to comply with the provisions herein, the director of inspections and code enforcement shall have the weeds and grass cut and removed, assessing a fee plus a service charge (as recommended annually by the directors of public works and finance and approved by the city manager) for the work and charging the amount to the owner, and such amount shall constitute a lien against the lot, as of the date of such work, and if such amount be not paid within 30 days after the doing of the work, the finance director of the consolidated government shall issue execution against the particular real estate for which the service was rendered, and against the owner thereof, whereupon such real estate shall be levied on, advertised and sold under such execution as governed by general law. The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-90(b)(2)

\_ as in cases of levy and sale under executions for street improvement assessments due the city, with same procedure, including defendant's right to defense by affidavit of illegality and the right of the consolidated government to purchase at the sale.

#### Sec. 13-117. Complaint, hearing, order to abate.

- (a) Any person complaining of any nuisance shall complain to the recorder in writing, setting forth particularly the location and nature of the same, and how he may be affected thereby, whereupon it shall be the duty of the recorder to cause the parties creating or permitting such nuisance to be summoned to appear before the recorder's court as in other cases. After hearing the testimony in the case, the recorder may, in his discretion, order the party creating or permitting such nuisance to abate the nuisance in such manner and within such time as the recorder may prescribe.
- (b) When a nuisance as defined in article III of this chapter cannot be abated in a timely manner by other means, enforcement officials shall complain to the recorder in writing setting forth particularly the location and nature of the same, how it creates an unsafe condition, a public health hazard or a general nuisance to the persons residing in the vicinity, and detailing the actions taken that have failed to abate the nuisance. After hearing the testimony in the case, the recorder may, in his or her discretion, order the nuisance to be abated by the appropriate officials. The director of inspections and code enforcement shall have the nuisance abated, assessing a fee plus a service charge (as recommended annually by the directors of public works and finance and approved by the city

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manager) for the work and charging the amount to the owner or occupant of the property, and such amount shall constitute a lien against the real estate for which the service was rendered, and against the owner thereof, as of the date of such work, and if such amount is not paid within 30 days after the completion of the work, the finance director of the consolidated government shall issue execution against the particular real estate for which the service was rendered, and against the owner thereof, whereupon such real estate shall be levied on, advertised and sold under such execution, execution as governed by general law, The finance director may transmit notice of the execution to the Tax Commissioner with the request that the property be sold at tax sale pursuant to O.C.G.A. § 41-2-90(b)(2)

as in cases of levy and sale under executions for street improvement assessments due the city, with same procedure, including defendant's right to defense by affidavit of illegality and the right of the consolidated government to purchase at the sale.

#### File Attachments for Item:

**3. 2nd Reading-** Adoption of an ordinance listing the roadways approved for use of speed detection devices (radar) on all GDOT Routes and non-GDOT Routes in Columbus-Muscogee County. (Mayor Pro-Tem)

NO
An Ordinance regulating vehicular traffic in Columbus, Georgia by establishing a list of roadways approved for the use of speed detection devices by the Columbus Consolidated Government; and for other purposes.
THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:
SECTION 1.
The list of public street segments and their corresponding speed limits which is attached here to as "Exhibit A" is hereby approved for the use of speed detection devices by law enforcement officers.
SECTION 2.
All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 14th day of May 2024, introduced a second time at a regular meeting of said Council held on theday of May 2024, and adopted at said meeting by the affirmative vote of members of Council.
Councilor Allen voting  Councilor Begly voting  Seat Vacant voting  Councilor Cogle voting  Councilor Crabb voting  Councilor Davis voting  Councilor Garrett voting  Councilor Huff voting

**ORDINANCE** 

Councilor Thomas voting Councilor Tucker voting Sandra T. Davis, Clerk of Council

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

## EXHIBIT A SPEED DECTECTION DEVICES LIST

Item #3.

The <u>Consolidated Government of Columbus-Muscogee</u> is hereby requesting that the following roadways be approved for the use of speed detection devices:

#### LIST OF ROADWAYS

for

#### THE CONSOLIDATED GOVERNMENT OF COLUMBUS-MUSCOGEE

#### **ON-SYSTEM ROADWAYS**

## ALL ON-SYSTEM ROUTES HAVE BEEN VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	то	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 1 (Veteran's Parkway)	COLUMBUS	State Route 520 (4 <sup>th</sup> Street)	7.20	100 feet north of 15 <sup>th</sup> Street	8.64	1.44	35
S.R. 1 (Veteran's Parkway)	COLUMBUS	100 feet north of 15 <sup>th</sup> Street	8.64	1320 feet north of 18 <sup>th</sup> Street	9.24	0.60	40
S.R. 1 (Veteran's Parkway)	COLUMBUS	1320 feet north of 18 <sup>th</sup> Street	9.24	.20 miles north of Cooper Creek Rd	16.32	7.08	45
S.R.1 (Veteran's Parkway) SCHOOL ZONE	COLUMBUS Northside High 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	200 feet south of American Way	15.79	200 feet north of Cooper Creek Rd	16.15	0.36	40
S.R. 1 (Veteran's Parkway)	COLUMBUS	.20 miles north of Cooper Creek Rd	16.32	100 feet north of Hancock Road	16.76	0.44	50
S.R. 1 (Veteran's Parkway)	COLUMBUS	100 feet north of Hancock Road	16.76	Harris County Line	19.45	2.69	55
S.R. 22 (J.R. Allen Parkway)	COLUMBUS	Alabama State Line	0.00	Warm Springs Road (Underpass)	8.95	8.95	65
S.R. 22 (J.R. Allen Parkway)	COLUMBUS	Warm Springs Road (Underpass)	8.95	1300 feet west of Flat Rock Rd. (west)	9.25	0.30	55
S.R. 22 (J.R. Allen Parkway / Beaver Run Road)	COLUMBUS	1300 feet west of Flat Rock Rd. (west)	9.25	2250 feet east of Psalmond Road	11.33	2.08	45

				LIST		TNUMBER <u>042</u>	
STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	то	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 22 (Beaver Run Road / Macon Road)	COLUMBUS	2250 feet east of Psalmond Road	11.33	3877 feet east of Garrett Road	13.31	1.98	55
S.R. 22 (Beaver Run Road / Macon Road)	COLUMBUS	3877 feet east of Garrett Road	13.31	Talbot County Line	21.86	8.55	65
S.R. 22 CONN. (2 <sup>nd</sup> Ave.)	COLUMBUS	S.R. 85 (Manchester Expressway)	0.00	1320 feet north of S.R. 85 (Manchester Expressway)	0.25	0.25	40
S.R. 22 CONN. (2 <sup>nd</sup> Ave.)	COLUMBUS	1320 feet north of S.R. 85 (Manchester Expressway)	0.25	S.R. 22 (J.R. Allen Parkway	0.34	0.34	45
S.R. 22 SPUR (13 <sup>th</sup> St.)	COLUMBUS	S.R. 1 (Veterans Parkway)	0.00	100 feet west of 13 <sup>th</sup> Avenue	0.75	0.75	35
S.R. 22 SPUR (13 <sup>th</sup> St. / Wynnton Rd.)	COLUMBUS	100 feet west of 13 <sup>th</sup> Avenue	0.75	100 feet west of Tate Drive	2.08	1.33	30
S.R. 22 SPUR (13 <sup>th</sup> St. / Wynnton Rd.) SCHOOL ZONE	COLUMBUS Wynnton Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	100 feet west of Britt Avenue	1.74	100 feet east of Ada Avenue	1.99	0.25	25
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	100 feet west of Tate Drive	2.08	100 feet west of Forrest Road	3.54	1.46	35
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	100 feet west of Forrest Road	3.54	500 feet east of Saddleridge Drive	6.42	2.88	40
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	500 feet east of Saddleridge Drive	6.42	1000 feet east of Schatulga Road	8.67	2.25	50
S.R. 22 SPUR (Macon Rd.) SCHOOL ZONE	COLUMBUS Waddel Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet west of Miller Road	7.40	300 feet east of Miller Road	7.52	0.12	40
S.R. 22 SPUR (Macon Rd.)	COLUMBUS	1000 feet east of Schatulga Road	8.67	State Route 22 (Beaver Run Road)	10.30	1.63	55
			- Page 53 -				

Item #3.

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STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	MILE POINT	то	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 85 (14th St.)	COLUMBUS	S.R. 1 (Veterans Parkway)	0.00	2 <sup>nd</sup> Avenue / 14 <sup>th</sup> Street	0.14	0.14	30
S.R. 85 (2 <sup>nd</sup> Ave.)	COLUMBUS	2 <sup>nd</sup> Avenue / 14 <sup>th</sup> Street	0.14	300 feet south of 44 <sup>th</sup> Street	2.37	2.23	35
S.R. 85 (2 <sup>nd</sup> Ave.)	COLUMBUS	300 feet south of 44 <sup>th</sup> Street	2.37	45 <sup>th</sup> Street	2.53	0.16	40
S.R. 85 (Manchester Expressway)	COLUMBUS	45 <sup>th</sup> Street	2.53	100 feet east of S.R. 1 (Veterans Parkway)	3.50	0.97	40
S.R. 85 (Manchester Expressway) SCHOOL ZONE	COLUMBUS River Road Elementary 6:45 to 8:15 am 1:30 to 3:00 pm SCHOOL DAYS ONLY	300 feet west of S.R. 219 (River Road)	2.94	300 feet east of S.R. 219 (River Road)	3.06	0.12	30
S.R. 85 (Manchester Expressway)	COLUMBUS	100 feet east of S.R. 1 (Veterans Parkway)	3.50	100 feet west of I- 185 southbound off ramp	4.71	1.21	45
S.R. 85 (Manchester Expressway)	COLUMBUS	100 feet west of I- 185 southbound off ramp	4.71	2640 feet east of Reese Road	6.35	1.64	50
S.R. 85 (Manchester Expressway)	COLUMBUS	2640 feet east of Reese Road	6.35	1800 feet south of Warm Springs Rd. (underpass)	6.77	0.42	55
S.R. 85 (Manchester Expressway)	COLUMBUS	1800 feet south of Warm Springs Rd. (underpass)	6.77	Harris County Line	14.63	7.86	65
S.R. 219 (River Road)	COLUMBUS	S.R. 1 (Veterans Parkway)	0.00	500 feet north of Bradley Park Drive	2.53	2.53	40
S.R. 219 (River Road) SCHOOL ZONE	COLUMBUS River Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet south of Turner Road	1.21	190 feet north of Heath Drive	1.40	0.19	30
S.R. 219 (River Road) SCHOOL ZONE	COLUMBUS Brookstone School 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY ****ATESD****	140 feet south of Cascade Court	2.22	285 feet south of Bradley Park Drive	2.42	0.20	30
S.R. 219 (River Road)	COLUMBUS	500 feet north of Bradley Park Drive	2.53	500 feet south of Double Churches Road	4.10	1.57	45
S.R. 219 (River Road)	COLUMBUS	500 feet south of Double Churches Road	4.10	Harris County Line	8.73	4.63	55

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Item #3.

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	то	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 411 (I-185)	COLUMBUS	3,770 feet north of S.R. 520 (South City Limits of Columbus)	0.00	A point 5090 feet further north of SR 520 (mile marker 1)	1.00	1.00	60
S.R. 411 (I-185)	COLUMBUS	Double Churches Road	1.00	Harris County Line	13.94	13.94	70
S.R. 520 (4 <sup>th</sup> St.)	COLUMBUS	Alabama State Line	0.00	100 feet west of 6 <sup>th</sup> Avenue	0.62	0.62	40
S.R. 520 (Victory Drive)	COLUMBUS	100 feet west of 6 <sup>th</sup> Avenue	0.64	100 feet west of Jackson Avenue	1.40	0.76	35
S.R. 520 (Victory Drive)	COLUMBUS	100 feet west of Jackson Avenue	1.40	Engineer Drive	5.11	3.71	45
S.R. 520 (Victory Drive)	FT. MOORE RESERVATION	Engineer Drive	5.11	500 feet east of I- 185 Northbound off ramp	6.04	0.93	45

\*\*\*\*Automated Traffic Enforcement Safety Device\*\*\*\*

#### \*SCHOOL ZONES ARE EFFECTIVE\*

<u>A.M.</u> from 30 minutes prior to commencement time to 30 minutes after commencement time – **SCHOOL DAYS ONLY.** 

<u>P.M.</u> from 30 minutes prior to dismissal time to 30 minutes after dismissal time – **SCHOOL DAYS ONLY.** 

#### **OFF-SYSTEM ROADWAYS**

## ALL OFF-SYSTEM ROUTES WILL NOT BE VERIFIED BY GEORGIA DEPARTMENT OF TRANSPORTATION

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
1 <sup>st</sup> Avenue	COLUMBUS	4 <sup>th</sup> Street (S.R. 520)	29 <sup>th</sup> Street	2.59	30
1 <sup>st</sup> Avenue	COLUMBUS	29 <sup>th</sup> Street	North Gordon Boulevard	0.30	25
	COLUMBUS				-
O1st A	Downtown Elementary				
01 <sup>st</sup> Avenue SCHOOL ZONE	6:45 to 8:15 AM	300 feet south of 14 <sup>th</sup> Street	15 <sup>th</sup> Street	0.20	25
SCHOOL ZONE	1:30 to 3:00 PM				
	SCHOOL DAYS ONLY				
02 <sup>nd</sup> Avenue	COLUMBUS	04 <sup>th</sup> St (S.R. 520)	14 <sup>th</sup> Street (S.R. 85)	1.32	30
03 <sup>rd</sup> Avenue	COLUMBUS	04 <sup>th</sup> Street (S.R. 520)	32 <sup>nd</sup> Street	2.78	30
	COLUMBUS				
03 <sup>rd</sup> Avenue	St. Luke				
SCHOOL ZONE	7:00 AM to 4:00 PM	100 feet north of 10 <sup>th</sup> Street	310 feet north of 11 <sup>th</sup> Street	0.17	20
5011002 20112	SCHOOL DAYS ONLY				
Of the	****ATESD****	0.4th Gr + (G.D. 1/G.D. 520)	T 11 D 1	2.04	20
05 <sup>th</sup> Avenue	COLUMBUS	04 <sup>th</sup> Street (S.R. 1/ S.R. 520)	Talbotton Road	2.04	30
06 <sup>th</sup> Avenue	COLUMBUS	04 <sup>th</sup> Street (S.R. 1/ S.R. 520)	Linwood Boulevard	1.53	30
07 <sup>th</sup> Avenue	COLUMBUS	Clinton Place	35 <sup>th</sup> Street	0.25	20
08 <sup>th</sup> Street	COLUMBUS	Front Avenue	10 <sup>th</sup> Avenue	0.87	30
08 <sup>th</sup> Street	COLUMBUS	Buena Vista Road	Illges Road	0.55	30
	Columbus				
08 <sup>th</sup> Street	Carver High 7:45 to 9:15 AM	150 west of Annette Avenue	Illges Road	0.27	25
SCHOOL ZONE	3:30 to 4:30 PM	130 west of Afflette Avenue	inges Road	0.27	23
	SCHOOL DAYS ONLY				
09th Street	COLUMBUS	Bay Avenue	10 <sup>th</sup> Avenue	0.95	30
	COLUMBUS	Victory Drive (S.R. 1/ S.R.			
10 <sup>th</sup> Avenue	0020112205	520)	Talbotton Road	2.31	35
10 <sup>th</sup> Street	COLUMBUS	Bay Avenue	10 <sup>th</sup> Avenue	0.95	30
11th Avenue	COLUMBUS	Linwood Boulevard	Talbotton Road	0.52	30
11 <sup>th</sup> Avenue	COLUMBUS	47 <sup>th</sup> Street	Alexander Street	0.53	30
11 <sup>th</sup> Street	COLUMBUS	Bay Avenue	10 <sup>th</sup> Avenue	1.00	30
	COLUMBUS				
11 <sup>th</sup> Street	St. Luke	240 feet west of 03 <sup>rd</sup>	360 feet east of 03 <sup>rd</sup>		
SCHOOL ZONE	7:00 AM to 4:00 PM	Avenue	Avenue	0.11	20
SCHOOL ZOILE	SCHOOL DAYS ONLY	Tivenue	Tivenue		
4 <b>5</b> 4 h	****ATESD****				•
12 <sup>th</sup> Avenue	COLUMBUS	Linwood Boulevard	Hamilton Road	1.50	30
	COLUMBUS				
12 <sup>th</sup> Avenue	Hanan Elementary 6:45 to 8:15 AM	200 feet south of 24 <sup>th</sup> Street	40 feet north of Noble	0.12	25
SCHOOL ZONE	1:30 to 3:00 PM	200 feet south of 24" Street	Street	0.12	25
	SCHOOL DAYS ONLY				
12 <sup>th</sup> Street	COLUMBUS	Bay Avenue	6 <sup>th</sup> Avenue	0.62	30
13 <sup>th</sup> Avenue	COLUMBUS	13 <sup>th</sup> Street (S.R. 22 Spur)	Talbotton Road	1.15	30
13 Avenue	COLUMBUS	15 Succi (S.K. 22 Spui)	1 moonon Road	1.13	50
d	Hanan Elementary				
13 <sup>th</sup> Avenue	6:45 to 8:15 AM	23 <sup>rd</sup> Street	Talbotton Road	0.17	25
SCHOOL ZONE	1:30 to 3:00 PM			0.17	
	SCHOOL DAYS ONLY				
13 <sup>th</sup> Street	COLUMBUS	13 <sup>th</sup> A	Peacock Avenue	0.69	30
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Item #3.

	VA/ITI IINI TI IE		LIST NON	12210 0 12	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
TO TO TO THE	COLUMBUS	11(0)		IIII223	
	Wynnton Elementary				
13 <sup>th</sup> Street	6:45 to 8:15 AM	190 feet west of Forest	200 feet east of Forest	0.07	25
SCHOOL ZONE	1:30 to 3:00 PM	Avenue	Avenue	0.07	23
	SCHOOL DAYS ONLY				
14 <sup>th</sup> Avenue	COLUMBUS	15 <sup>th</sup> Street	17 <sup>th</sup> Street	0.28	30
14 <sup>th</sup> Street	COLUMBUS	10 <sup>th</sup> Avenue	15 <sup>th</sup> Avenue	0.54	30
14 Street	COLUMBUS	10 Avenue	13 Avenue	0.54	30
	Downtown Elementary				
14 <sup>th</sup> Street	6:45 to 8:15 AM	300 feet west of 01st Avenue	300 feet east of 02 <sup>nd</sup>	0.19	25
SCHOOL ZONE	1:30 to 3:00 PM	300 lect west of of Avenue	Avenue (S.R. 85)	0.17	23
	SCHOOL DAYS ONLY				
15 <sup>th</sup> Street	COLUMBUS	1 <sup>st</sup> Avenue	6 <sup>th</sup> Avenue	0.40	30
15 <sup>th</sup> Street	COLUMBUS	7 <sup>th</sup> Avenue	18th Avenue	0.40	30
13 Sueet	COLUMBUS	/ Avenue	18 Avenue	0.90	30
15 <sup>th</sup> Street	Downtown Elementary 6:45 to 8:15 AM	1st Arranga	300 feet east of 02 <sup>nd</sup>	0.14	25
SCHOOL ZONE	0:45 to 8:15 AM 1:30 to 3:00 PM	1 <sup>st</sup> Avenue	Avenue (S.R. 85)	0.14	25
1.7th A	SCHOOL DAYS ONLY	17 <sup>th</sup> Street	W C D 1	0.02	20
17 <sup>th</sup> Avenue	COLUMBUS		Warm Springs Road	0.93	30
17 <sup>th</sup> Avenue	COLUMBUS	Warm Springs Road	34 <sup>th</sup> St	0.16	30
17 <sup>th</sup> Avenue	COLUMBUS	34 <sup>th</sup> St	40 <sup>th</sup> St	0.44	25
17 <sup>th</sup> Avenue	COLUMBUS	40 <sup>th</sup> St	Manchester Expressway (S.R. 85)	0.40	30
	COLUMBUS		(S.K. 65)		
	St. Elmo Center				
17 <sup>th</sup> Avenue	8:30 to 10:00 am	Garrard Street	22 <sup>nd</sup> Street	0.10	25
SCHOOL ZONE	1:00 to 2:00 pm	Guirara Street	22 Street	0.10	23
	SCHOOL DAYS ONLY				
	COLUMUS				
	Johnson Elementary				
17 <sup>th</sup> Avenue	6:45 to 8:15 AM	250 feet south of 35 <sup>th</sup> Street	38 <sup>th</sup> Street	0.25	25
SCHOOL ZONE	1:30 to 3:00 PM			0.20	
	SCHOOL DAYS ONLY				
4.5th G	COLUMBUS	West dead end (west of 5 <sup>th</sup>		2.21	20
17 <sup>th</sup> Street		Avenue)	Marilon Drive	2.31	30
	COLUMBUS	,			
17 <sup>th</sup> Street	Columbus High		120 feet east of Forest		
SCHOOL ZONE	7:45 to 9:15 AM	Cherokee Avenue		0.21	25
SCHOOL ZONE	3:30 to 4:30 PM		Avenue		
	SCHOOL DAYS ONLY				
18 <sup>th</sup> Avenue	COLUMBUS	Buena Vista Road	Garrand Street	1.13	30
18th Avenue	COLUMBUS	Garrand Street	Slade Drive	0.47	25
	COLUMBUS				
1 Oth A	St. Elmo Center				
18 <sup>th</sup> Avenue	8:30 to 10:00 AM	Garrard Street	22 <sup>nd</sup> Street	0.04	25
SCHOOL ZONE	1:00 to 2:00 PM				
	SCHOOL DAYS ONLY				
18th Street	COLUMBUS	10 <sup>th</sup> Avenue	18th Avenue	0.75	30
19 <sup>th</sup> Street	COLUMBUS	Wildwood Avenue	Hilton Avenue	0.27	25
	COLUMBUS				
22 <sup>nd</sup> Street	St. Elmo Center	4 mil .	d Call		
SCHOOL ZONE	8:30to 10:00 AM	17 <sup>th</sup> Avenue	18 <sup>th</sup> Avenue	0.07	25
	1:00 to 2:00 PM				
201	SCHOOL DAYS ONLY	7110			
23 <sup>rd</sup> Avenue	COLUMBUS	51st Street	North dead end	0.48	25

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	14/1-1111	LIST NUMBER 042			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
23 <sup>rd</sup> Avenue SCHOOL ZONE	COLUMBUS Allen Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	51st Street	235 feet south of Coventry Street	0.11	25
23 <sup>rd</sup> Street	COLUMBUS	02 <sup>nd</sup> Avenue (S.R. 85)	Hamilton Road	0.37	30
23 <sup>rd</sup> Street	COLUMBUS	12 <sup>th</sup> Avenue	19 <sup>th</sup> Avenue	0.61	30
24 <sup>th</sup> Street SCHOOL ZONE	COLUMBUS Hanan Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	13 <sup>th</sup> Av	700 feet east of 13 <sup>th</sup> Avenue	0.13	25
27 <sup>th</sup> Street	COLUMBUS	Hamilton Road	Talbotton Road	0.41	30
29th Street	COLUMBUS	01st Avenue	Veterans Parkway (S.R. 1)	0.57	30
29 <sup>th</sup> Street	COLUMBUS	Hamilton Road	Talbotton Road	0.63	30
30 <sup>th</sup> Avenue	COLUMBUS	Victory Drive (S.R. 520)	Cusseta Road	0.72	30
30th Avenue SCHOOL ZONE	COLUMBUS  Martin Luther King Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	175 feet south of Dawson Street	Clover Lane	0.15	25
31st Avenue	COLUMBUS	Cusseta Road	Clover Lane	0.24	25
31st Avenue SCHOOL ZONE	COLUMBUS Martin Luther King Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	175 feet south of Dawson Street	Clover Lane	0.13	25
32 <sup>nd</sup> Street	COLUMBUS	Hamilton Road	Woodlawn Avenue	0.73	30
32 <sup>nd</sup> Street SCHOOL ZONE	COLUMBUS Jordan High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	50 feet east of 14 <sup>th</sup> Avenue	Woodlawn Avenue  Woodlawn Avenue	0.73	25
35 <sup>th</sup> Street	COLUMBUS	1st Avenue	River Road (S.R. 219)	0.66	30
35 <sup>th</sup> Street	COLUMBUS	Hamilton Road	17 <sup>th</sup> Avenue	0.66	30
35 <sup>th</sup> Street SCHOOL ZONE	COLUMBUS Jordan High/Johnson Elementary 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	Howard Avenue	50 feet east of Sherwood Avenue	0.23	25
35 <sup>th</sup> Street SCHOOL ZONE	COLUMBUS Fox Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	250 feet west of 06 <sup>th</sup> Avenue	175 feet east of 07 <sup>th</sup> Avenue	0.15	25
38th Street	COLUMBUS	2 <sup>nd</sup> Avenue (S.R. 85)	Meritas Drive	0.35	30
38 <sup>th</sup> Street SCHOOL ZONE	COLUMBUS Johnson Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Woodlawn Avenue	17 <sup>th</sup> Avenue	0.16	25

		LIST NOVIDER 042			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
38 <sup>th</sup> Street SCHOOL ZONE	COLUMBUS Fox Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet west of 05 <sup>th</sup> Avenue	60 feet east of Oates Avenue	0.17	25
39 <sup>th</sup> Street	COLUMBUS	Hamilton Road	17 <sup>th</sup> Street	0.49	30
43 <sup>rd</sup> Street	COLUMBUS	Hamilton Road	17th Avenue	0.49	30
47 <sup>th</sup> Street	COLUMBUS	Kolb Avenue	Veterans Parkway (S.R. 1)	0.32	30
51st Street	COLUMBUS	Kolb Avenue	Veterans Parkway (S.R. 1)	0.42	30
51 Street	COLUMBUS	Veterans Parkway (S.R. 1)	20 <sup>th</sup> Avenue	0.42	30
51 Street	COLUMBUS	Woodruff Road	St. Francis Avenue	0.28	30
51 Street	COLUMBUS	St. Francis Avenue	Armour Road	0.23	30
51st Street SCHOOL ZONE	COLUMBUS Arnold Middle/Allen Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM	20 <sup>th</sup> Ave	350 feet east of 23 <sup>rd</sup> Street	0.30	25
52 <sup>nd</sup> Street	COLUMBUS	Turner Road	Kolb Avenue	0.43	30
54 <sup>th</sup> Street	COLUMBUS	River Road (S.R. 219)	Veterans Parkway (S.R. 1)	1.42	30
Access Road (north)	COLUMBUS	Schomburg Road	Blackmon Road	0.44	45
Access Road (south)	COLUMBUS	Schomburg Road	Blackmon Road	0.42	45
Airport Thruway	COLUMBUS	Veterans Parkway (S.R. 1)	West Britt Road	1.27	40
Alexander Street	COLUMBUS	11 <sup>th</sup> Avenue	Veterans Parkway (S.R. 1)	0.25	30
Algonquin Drive	COLUMBUS	Flint Drive	East Lindsay Drive	0.59	25
Allied Drive	COLUMBUS	Old Cusseta Road	Caspian Drive	0.60	30
Almond Road	COLUMBUS	Fortson Road	Veterans Parkway (S.R. 1)	1.52	40
Alta Vista Road	COLUMBUS	Morris Road	Forrest Road	0.97	30
Amber Drive	COLUMBUS	Buena Vista Drive	Teresa Street	0.30	30
Amber Drive	COLUMBUS	Teresa Street	Buxton Drive	0.80	25
Amber Drive SCHOOL ZONE	COLUMBUS Wesley Heights Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	220 feet south of Glenview Drive	250 feet south of Hunter Road	0.26	20
Amber Drive SCHOOL ZONE	COLUMBUS Kendrick High/Georgetown Elementary/East Columbus Middle 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	Buena Vista Road	Mill Branch Road	0.48	20
American Way SCHOOL ZONE	COLUMBUS Northside High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	170 feet north of Veterans Parkway (SR 1)	1,400 feet north of Veterans Parkway (SR 1)	0.23	20
Andrews Road	COLUMBUS	Cusseta Road	Buena Vista Road	1.07	35
Anglin Road	COLUMBUS	Arkansas Drive	Reese Road	0.43	30
Anglin Road SCHOOL ZONE	COLUMBUS Gentian Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet south of Claymore Drive	Westgate Drive	0.31	20

		LIST NUMBER <u>042</u>			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Annette Avenue SCHOOL ZONE	COLUMBUS Brewer Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Buena Vista Road	North of Roundabout	0.14	25
Apex Road	COLUMBUS	38 <sup>th</sup> Street	River Road (S.R. 219)	0.25	30
Arkansas Drive	COLUMBUS	University Avenue	Anglin Road	0.40	30
Armour Avenue	COLUMBUS	Clubview Drive	Warm Springs Road	0.40	30
Armour Road	COLUMBUS	Warm Springs Road	Airport Thruway	1.25	35
Armour Road	COLUMBUS	Airport Thruway	West Britt David Road	0.62	30
Armour Road SCHOOL ZONE	COLUMBUS Britt David Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	450 feet north of Alma Street	West Britt David Road	0.22	25
Auburn Avenue	COLUMBUS	Macon Road (S.R. 22 Spur)	Edgewood Road	0.90	30
Avalon Road	COLUMBUS	South dead end	Macon Road (S.R. 22 Spur)	0.90	30
Avondale Road	COLUMBUS	West dead end	South Lumpkin Road	0.68	30
Baker Plaza Drive	COLUMBUS	Benning Drive	East dead end	0.36	30
Barbara Road	COLUMBUS	Macon Road (S.R. 22 Spur)	North dead end	0.54	30
Bay Avenue	COLUMBUS	10 <sup>th</sup> Street	12 <sup>th</sup> Street	0.28	25
Beatrice Street SCHOOL ZONE	COLUMBUS Key Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Broadmoor Drive	Mesa Street	0.12	20
Beaver Trail	COLUMBUS	Beaver Run Road (S.R. 22)	North dead end	0.72	25
Bedford Avenue	COLUMBUS	Tracey Street	Moline Avenue	0.47	30
Bellanca Street	COLUMBUS	West Britt David Road	Shirehill Lane	0.50	30
Belvedere Drive	COLUMBUS	South dead end	Buena Vista Road	0.60	30
Benning Drive Benning Drive SCHOOL ZONE	COLUMBUS COLUMBUS Baker Middle/Dorothy Heights Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	700 feet north of Victory Drive (S.R. 520)	300 feet north of Baker Plaza Drive	0.48	25
Biggers Road	COLUMBUS	River Road (S.R. 219)	Whitesville Road	3.00	45
Billings Road	COLUMBUS	Miller Road	Warm Springs Road	1.53	40
Blackmon Road Blackmon Road SCHOOL ZONE	COLUMBUS COLUMBUS Blackmon Road Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	Warm Springs Road  1,185 feet north of Warm Springs Road	Pierce Chapel Road  2,225 feet north of Warm Springs Road	0.20	45 25
Blan Street	COLUMBUS	Lois Avenue	Paddy Avenue	1.00	30
Box Road	COLUMBUS	Box Circle (north)	Macon Road (S.R. 22 Spur)	0.59	30
Boxwood Boulevard	COLUMBUS	Stratford Drive	Macon Road (S.R. 22 Spur)	0.90	30
Bradley Drive	COLUMBUS	Wynnton Road	13th Street (S.R. 22 Spur)	0.22	25
Bradley Park Drive	COLUMBUS	River Road (S.R. 219)	Whitesville Road	1.60	35
Bradley Park Drive (east)	COLUMBUS	Whitesville Road	Whittlesey Road	0.58	30

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	14/171 HAL 71 IF	LIST NUMBER <u>042</u>			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Bradley Park Drive SCHOOL ZONE	COLUMBUS Brookstone 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY ****ATESD****	300 feet east of River Road (S.R. 219)	300 feet east of Bristol Blvd	0.46	25
Brennan Road	COLUMBUS	Cusseta Road	St. Mary's Road	1.19	35
Bridgewater Road	COLUMBUS	Sherborne Drive	Miller Road	0.39	25
Britton Drive	COLUMBUS	River Road (S.R. 219)	Double Churches Road	0.39	35
Broadmoor Drive	COLUMBUS	Cindy Drive	Diane Avenue	0.67	30
Broadmoor Drive SCHOOL ZONE	COLUMBUS Key Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet west of Patsy Lane	Beatrice Avenue	0.22	20
Broadway	COLUMBUS	4th St (S. R. 520)	14th Street (S.R. 85)	1.32	25
Brookfield Drive	COLUMBUS	Macon Road (S.R. 22 Spur)	Broadstone Court	0.39	30
Brown Avenue	COLUMBUS	Cusseta Road	Wynnton Road (S.R. 22 Spur)	1.40	30
Brown Avenue SCHOOL ZONE	COLUMBUS Davis Elementary/Marshall Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	150 feet south of Martin Luther King, Jr. Boulevard	Heard Street	0.23	20
Buena Vista Road	COLUMBUS	13th Avenue (S.R. 22 Spur)	Illges Road	1.69	30
Buena Vista Road	COLUMBUS	Illges Road	Andrea Drive	3.68	35
Buena Vista Road	COLUMBUS	Andrea Drive	Schatulga Road	1.33	45
Buena Vista Road SCHOOL ZONE	COLUMBUS Kendrick High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	Winall Drive	300 feet east of Amber Drive	0.12	25
Buena Vista Road SCHOOL ZONE	COLUMBUS Georgetown Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	450 feet west of Manley Drive	450 feet east of Manley Drive	0.17	25
Buena Vista Road SCHOOL ZONE	COLUMBUS Brewer Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Roosevelt Street	Martin Luther King, Jr. Boulevard	0.26	20
Bunker Hill Road	COLUMBUS	St. Mary's Road (west)	St. Mary's Road (east)	1.62	30
Camille Drive	COLUMBUS	Cherokee Avenue	Hilton Avenue	0.20	35
Camille Drive SCHOOL ZONE	COLUMBUS Hardaway High 7:00 to 9:00 AM 2:30 to 4:30 PM SCHOOL DAYS ONLY	150 feet west of Clubview Drive	College Drive	0.11	20
Canady Street	COLUMBUS	Moor - Page 61 -	Frazier Drive	0.44	30

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ROAD NAME		MATTING TITE	LIST NUMBER U			
Collabera		LIMITS OF <u>and/or</u> School Name			IN	
Columbus   Columbus	Canberra Avenue	COLUMBUS	West Britt David Road	Winvelly Road	0.42	30
Canterbury Drive   CHAPTER   Charing Drive (north)   Charing Drive (north)	Canterbury Drive	COLUMBUS	Bridgewater Road	Weems Road	1.13	25
Carson Drive	SCHOOL	Blanchard Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM		Weems Road	0.21	20
Carson Drive	Cargo Drive		Schatulga Road	Transport Boulevard	1 31	40
Caspian Drive						
Celia Drive						
Colin Drive			-			
Avenue	Celia Drive SCHOOL ZONE	COLUMBUS Lonnie Jackson Academy/Rothschild Middle 6:45 to 8:45 AM 1:30 to 4:00 PM	300 feet south of Empire	300 feet north of Empire		
Chattsworth Road Road   Columbus   Macon Road (S.R. 22 Spur)   Midland Road   5.39   45		COLUMBUS	Pollman Street	Floyd Road	0.55	30
Chattsworth Road Road   Columbus   Macon Road (S.R. 22 Spur)   Midland Road   5.39   45	Charing Drive	COLUMBUS	Canterbury Drive (south)	Canterbury Drive (north)	0.57	25
Avenue	Chattsworth		Macon Road (S.R. 22	•	5.39	45
Columbus High   7:45 to 9:15 AM   3:30 to 4:30 PM   SCHOOL DAYS ONLY		COLUMBUS	13th Street	Hilton Avenue	1.88	35
Clairmont Drive	Avenue SCHOOL	Columbus High 7:45 to 9:15 AM 3:30 to 4:30 PM			0.22	25
COLUMBUS   Rigdon Road Elementary   6:45 to 8:15 AM   1:30 to 3:00 PM   SCHOOL DAYS ONLY	Clairmont Drive		Rigdon Road	Knight Drive	0.55	30
Clover Lane	Clairmont Road SCHOOL	COLUMBUS Rigdon Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM				
Columbus   Martin Luther King, Jr.   Elementary   6:45 to 8:15 AM   1:30 to 3:00 PM   SCHOOL DAYS ONLY	Clover Avenue	COLUMBUS	Cusseta Road	32nd Avenue	0.30	30
Columbus   Martin Luther King, Jr.   Elementary   6:45 to 8:15 AM   1:30 to 3:00 PM   SCHOOL DAYS ONLY	Clover Lane		Andrews Road	Clover Avenue	0.77	30
Clubview Drive SCHOOL ZONE  Clubview Drive SCHOOL ZONE  Clubview Drive SCHOOL ZONE  Clubview Clubview Drive SCHOOL ZONE  Clubview Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY  COLUMBUS Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY  COLUMBUS Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY  Camille Drive 150 feet north of Clubview Court  Clubview Court  Edgewood Road  0.22 20	Clover Lane SCHOOL ZONE	COLUMBUS Martin Luther King, Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet southeast of 31st Avenue	150 feet northwest of 30th Avenue	0.14	20
Clubview Drive SCHOOL ZONE  Hardaway High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY  Clubview Drive SCHOOL ZONE  Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY  Edgewood Road  0.16  20  Clubview Court  Days of Clubview Court  Edgewood Road  0.22  20	Clubview Drive	COLUMBUS	Lynda Lane	Camille Drive	0.51	30
Clubview Drive SCHOOL ZONE  Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY  Edgewood Road  0.22 20	SCHOOL	Hardaway High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	Camille Drive		0.16	20
College Drive   COLUMBUS   Clubyiew Drive   University Avenue   1.01   30	SCHOOL ZONE	Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY				
	College Drive	COLUMBUS	Clubyiew Drive	University Avenue	1.01	30

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DOAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or	EDOM	TO.	LENGTH IN	SPEED
ROAD NAME	School Name COLUMBUS	FROM	ТО	MILES	LIMIT
College Drive	Hardaway High				
SCHOOL	7:45 to 9:15 AM	Clubview Drive	East Lindsay Drive	0.33	20
ZONE	3:30 to 4:30 PM		Last Emasay Em	0.00	
	SCHOOL DAYS ONLY				
Country Club Road	COLUMBUS	Cherokee Avenue	Meadowview Drive	0.80	30
County Line Road	COLUMBUS	Warm Springs Road	McKee Road	5.54	45
Courtland Avenue	COLUMBUS	Playfield Drive	Forrest Road	0.69	20
Courtland Avenue SCHOOL ZONE	COLUMBUS Forrest Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Carr St	Forrest Rd	0.12	20
Cross County Hill	COLUMBUS	Wells Drive	Auburn Avenue	0.36	30
Cunningham Drive	COLUMBUS	Warm Springs Road	Stoney Creek Drive	0.35	30
Curry Street SCHOOL ZONE	COLUMBUS Dimon Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet west of Dogwood Drive	McCartha Drive	0.19	20
Cusseta Road	COLUMBUS	10th Avenue	Fort Moore Reservation	4.12	30
Cusseta Road SCHOOL ZONE	COLUMBUS Martin Luther King, Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet west of 30th Avenue	300 feet east of 30th Avenue	0.11	20
Dawson Street	COLUMBUS	31st Avenue	23rd Avenue	0.74	25
Dawson Street SCHOOL ZONE	COLUMBUS Martin Luther King, Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet west of 30th Avenue	31st Avenue	0.16	20
Desoto Drive	COLUMBUS	West dead end	Frazier Drive	0.42	30
Diane Avenue	COLUMBUS	Walker Street	Knox Street	0.28	30
Dillingham Street	COLUMBUS	Alabama State Line	Front Avenue	0.23	30
Dogwood Drive	COLUMBUS	Braddock Drive	Buena Vista Road	0.97	30
Dogwood Drive SCHOOL ZONE	COLUMBUS Dimon Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet south of Curry Street	150 feet north of Steam Mill Road	0.25	20
Double Churches Road	COLUMBUS	River Road (S.R. 219)	Paprika Lane	2.30	45
Double Churches Road	COLUMBUS	Paprika Lane	Northfield Drive	0.49	40
Double Churches Road	COLUMBUS	Northfield Drive	Veterans Parkway (S.R. 1)	0.21	45

			LIST NOW	<u> </u>	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Double Churches Road SCHOOL ZONE	COLUMBUS Double Churches Elementary/Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	1,300 feet west of Whitesville Road	150 feet east of Whitesville Road	0.27	25
East Lindsay Drive	COLUMBUS	Glenbrook Drive	Warm Springs Road	1.32	30
Edgechester Avenue	COLUMBUS	Harbin Street	Wellborn Drive	0.32	30
Edgewater Drive	COLUMBUS	Double Churches Road	North dead end	0.56	25
Edgewood Road	COLUMBUS	Hilton Avenue	University Avenue	1.56	35
Edgewood Road SCHOOL ZONE	COLUMBUS Clubview Elementary/Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	150 feet west of Clubview Drive	150 feet east of Sue Mack Drive	0.30	25
Elm Drive	COLUMBUS	Forrest Road	Macon Road (S.R. 22 Spur)	0.61	30
Engineer Drive	COLUMBUS	Victory Drive (S.R. 520)	Munson Drive	0.44	25
Ethel Avenue	COLUMBUS	Nancy Street	Camille Drive	0.50	30
Ewart Avenue	COLUMBUS	Martin Luther King Jr. Boulevard	Buena Vista Road	0.63	30
Fairview Drive	COLUMBUS	Reese Road (south)	Reese Road (north)	0.73	30
Farr Road	COLUMBUS	Old Cusseta Road	500 feet south of Ford Drive	0.78	35
Farr Road	COLUMBUS	500 feet south of Ford Drive	St. Mary's Road	0.30	25
Farr Road SCHOOL ZONE	COLUMBUS St. Mary's Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	250 feet south of St. Mary's Road	St. Mary's Road	0.05	20
Flat Rock Road	COLUMBUS	800 feet south of Milgen Road	Beaver Run Road (S. R. 22)	0.31	35
Flat Rock Road	COLUMBUS	J.R. Allen Parkway (S.R. 22)	Warm Springs Road	0.68	40
Flat Rock Road	COLUMBUS	Macon Road (S.R. 22 Spur)	800 feet south of Milgen Road	0.74	45
Flint Drive	COLUMBUS	East Lindsay Drive	Pontiac Drive	0.72	30
Floyd Road	COLUMBUS	Buena Vista Road	Forrest Road	1.43	35
Floyd Road SCHOOL ZONE	COLUMBUS Wesley Heights Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet south of Luna Drive	300 feet north of Luna Drive	0.11	25
Floyd Road SCHOOL ZONE	COLUMBUS Fort Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet south of Forrest Road	300 feet north of Forrest Road	0.12	25
Forest Avenue	COLUMBUS	Wynnton Road (S.R. 22 Spur)	Garrard Street	0.94	30

	14/1711/11	LIST NUMBER 042				
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT	
Forest Avenue SCHOOL ZONE	COLUMBUS Columbus High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	17th Street	Leonard Street	0.24	20	
Forest Avenue SCHOOL ZONE	COLUMBUS Wynnton Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	14th Street	Wynnton Road (S.R. 22 Spur)	0.24	25	
Forrest Road	COLUMBUS	Macon Road (S.R. 22 Spur)	300 feet east of Reese Road	1.09	30	
Forrest Road	COLUMBUS	300 feet east of Reese Road	Nassau Circle (east)	2.00	35	
Forrest Road	COLUMBUS	Nassau Circle (east)	Schatulga Road	1.12	40	
Forrest Road SCHOOL ZONE	COLUMBUS Forrest Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	1,200 feet west of Courtland Avenue	150 feet east of Courtland Avenue	0.25	25	
Forrest Road SCHOOL ZONE	COLUMBUS Pacelli High 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	625 feet west of Sheffield Drive	230 feet east of Sheffield Drive	0.16	25	
Forrest Road SCHOOL ZONE	COLUMBUS Fort Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet west of Floyd Road/Woodruff Farm Road	300 feet east of Floyd Road/Woodruff Farm Road	0.11	25	
Fort Benning Road	COLUMBUS	Fort Moore Reservation	Victory Drive (S.R. 520)	0.58	40	
Fort Benning Road	COLUMBUS	Victory Drive (S.R. 520)	Cusseta Road	1.65	35	
Fort Benning Road SCHOOL ZONE	COLUMBUS Spencer High School 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	300 feet south of Baker Plaza Drive	300 feet north of Wade Street	0.43	25	
Fortson Road	COLUMBUS	Double Churches Road	500 feet north of Williams Road	1.07	35	
Fortson Road	COLUMBUS	500 feet north of Williams Road	Harris County Line	3.22	45	
Frazier Drive	COLUMBUS	Morningside Drive	Weems Road	0.49	30	
Fulton Road	COLUMBUS	Macon Road (S.R. 22)	County Line Road	2.59	45	
Garrard Street	COLUMBUS	16th Avenue	Oak Avenue	0.51	30	
Garrard Street SCHOOL ZONE	COLUMBUS St. Elmo Center 8:30 to 10:00 AM 1:00 to 2:00 PM SCHOOL DAYS ONLY	17 <sup>th</sup> Avenue	18 <sup>th</sup> Avenue	0.07	25	
Garrett Road	COLUMBUS	Chattsworth Road	Macon Road (S.R. 22)	0.38	35	
Garrett Road	COLUMBUS	Yarbrough Road	Mehaffey Road	1.56	45	
Garrett Road	COLUMBUS	South dead end	Warm Springs Road	0.78	35	

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		LIST NUMBER 042				
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT	
Garrett Road SCHOOL ZONE	COLUMBUS Aaron Cohn Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet south of Lonesome Pine Dr	320 feet north of Yarbrough Rd	0.10	25	
Gateway Road	COLUMBUS	Billings Road	500 feet east of Coca Cola Boulevard	0.56	35	
Gateway Road	COLUMBUS	500 feet east of Coca Cola Boulevard	J. R. Allen Parkway (S.R. 22)	1.12	45	
Gentian Boulevard	COLUMBUS	Warm Springs Road/railroad tracks	Milgen Road	0.90	35	
Georgetown Drive SCHOOL ZONE	COLUMBUS Georgetown Elementary/East Columbus Magnet/Kendrick High 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	Amber Drive	Sweetwater Drive	0.62	25	
Goodson Drive	COLUMBUS	Steam Mill Road	Wright Drive	0.74	30	
Gray Fox Drive	COLUMBUS	Effingham Way	Natha Way	0.40	25	
Gray Shoals Drive	COLUMBUS	Nature Trail	North dead end	0.35	25	
Green Island Drive	COLUMBUS	Cascade Court	Gaines Creek Road	1.79	35	
Grey Rock Road	COLUMBUS	Veterans Parkway (S. R. 1)	Harris County Line	0.90	45	
Grey Rock Road	COLUMBUS	Warm Springs Road	Harris County Line	1.70	45	
Hale Drive SCHOOL ZONE	COLUMBUS River Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Walden Street	150 feet north of Heath Drive	0.14	20	
Hamilton Road	COLUMBUS	Talbotton Road	Veterans Parkway (S.R. 1)	2.79	30	
Hamilton Road SCHOOL ZONE	COLUMBUS Arnold Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet south of 51st St (south)	300 feet north of 51st St (north)	0.16	25	
Hancock Road	COLUMBUS	Veterans Parkway (S.R. 1)	Blackmon Road	1.12	45	
Hawthorne Drive	COLUMBUS	Riverland Drive	South Lumpkin Road	0.66	30	
Hearthstone Drive	COLUMBUS	Warm Springs Road	Huntington Trail	0.41	30	
Heath Drive SCHOOL ZONE	COLUMBUS River Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Hale Drive	River Road (S.R. 219)	0.17	20	
Henry Avenue	COLUMBUS	Buena Vista Road	Wynnton Road (S.R. 22 Spur)	0.48	30	
High Lane SCHOOL ZONE	COLUMBUS Georgetown Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	South dead end	Georgetown Drive	0.17	20	
Hilton Avenue	COLUMBUS	13th Street	Warm Springs Road	1.91	35	
Hood Street	COLUMBUS	Lawyers Lane	Rigdon Road	0.38	30	
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		LIST NUMBER <u>042</u>			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Howard Avenue SCHOOL ZONE	COLUMBUS Jordan High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	32nd Street	150 feet north of 35th Street	0.23	20
Howe Avenue	COLUMBUS	Walker Street	North dead end	1.08	30
Hubbard Road	COLUMBUS	Whitesville Road	Fortson Road	1.81	40
Hunt Avenue	COLUMBUS	Buena Vista Road	Gardiner Drive	0.78	30
Hunt Avenue SCHOOL ZONE	COLUMBUS Rothschild Middle/Lonnie Jackson Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	Buena Vista Road	100 feet north of White Oak Street	0.32	20
Hunter Road	COLUMBUS	Floyd Road	Mary Allison Drive	0.65	30
Hunter Road	COLUMBUS	Laney Drive	Schatulga Road	0.97	30
Illges Road	COLUMBUS	Buena Vista Road	Rigdon Road	0.91	30
Illges Road SCHOOL ZONE	COLUMBUS Carver High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	550 feet south of 08th Street	09th Street	0.20	20
Ironstone Drive	COLUMBUS	Broadstone Court	Flagstone Drive	0.49	30
Jackson Road	COLUMBUS	Lynch Road	Garrett Road	1.07	45
Jenkins Road	COLUMBUS	Upatoi Lane	Macon Road (S.R. 22 Spur)	0.24	30
Jenkins Road	COLUMBUS	Macon Road (S.R. 22)	Fulton Road	1.34	45
Joy Road	COLUMBUS	Cusseta Road	Caspian Drive	0.39	30
Kay Circle SCHOOL ZONE	COLUMBUS St. Anne-Pacelli 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	95 feet east of Box Road	Trinity Drive	0.20	25
Kennedy Street SCHOOL ZONE	COLUMBUS Mary A. Buckner Academy 6:45 to 8:15 AM 1:30 to 3:00 PM	Northstar Drive	Humphery Drive	0.34	25
Knox Street	COLUMBUS	Diane Avenue	East dead end	0.76	30
Lakeshore Drive	COLUMBUS	Macon Road (S.R. 22 Spur)	North dead end	0.53	30
Lawyers Lane	COLUMBUS	Martin Luther King Jr. Boulevard	Wynnton Road (S.R. 22 Spur)	1.20	30
Leary Avenue	COLUMBUS	St. Mary's Road	Curry Street	0.49	30
Lemans Lane	COLUMBUS	Huntington Trail	North dead end	0.73	25
Levy Road	COLUMBUS	Fort Benning Road	Fort Benning Drive	0.54	30
Linwood Boulevard	COLUMBUS	06th Avenue	13th Avenue	0.66	30
Lloyd Road	COLUMBUS	Double Churches Road	Williams Road	0.68	35
Lois Avenue	COLUMBUS	Walker Street	Blan Street	0.36	30
Lookout Drive	COLUMBUS	Hilton Avenue	Clubview Drive	0.38	25
Lumpkin Boulevard	COLUMBUS	Victory Drive (S.R. 520)	650 feet south of 04th Street	0.78	30
Luna Drive	COLUMBUS	Floyd Road	Celeste Drive	0.82	25
Luna Drive	COLUMBUS	Celeste Drive	Penrod Drive	0.38	30
Lyn Drive	COLUMBUS	Parkway Avenue	Moon Road	0.48	30
Lynch Road	COLUMBUS	Chatt	Macon Road (S.R. 22)	0.50	35
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		LIST NUMBER <u>042</u>			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Lynch Road	COLUMBUS	Macon Road (S.R. 22)	Jackson Road	1.25	45
Lynch Road	COLUMBUS	South dead end (North)	Warm Springs Road	0.53	30
Lynch Road SCHOOL ZONE	COLUMBUS Mathews Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	400 feet south of Jackson Road	North dead End	0.23	25
Lynridge Avenue SCHOOL ZONE	COLUMBUS Blanchard Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM	380 feet south of Marvin Street	380 feet north of Marvin Street	0.15	25
Manley Drive SCHOOL ZONE	COLUMBUS East Columbus Middle/Georgetown Elementary/Kendrick High 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	Buena Vista Road	Georgetown Drive	0.18	25
Marilon Drive	COLUMBUS	17th Street	Cross Country Hill	0.26	30
Martin Luther King Jr. Boulevard	COLUMBUS	10th Avenue	Buena Vista Road	2.22	35
Martin Luther King, Jr Boulevard SCHOOL ZONE	COLUMBUS Davis Elementary/Marshall Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	500 feet west of Havenbrook Court	350 feet east of Brown Avenue	0.34	25
Martin Luther King, Jr Boulevard SCHOOL ZONE	COLUMBUS Brewer Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	175 east of Radcliff Avenue	Buena Vista Road	0.39	25
McCartha Drive	COLUMBUS	Naples Drive	St. Mary's Road	0.30	30
McCartha Drive SCHOOL ZONE	COLUMBUS St. Mary's Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	400 feet south of St. Mary's Road	·	0.13	20
McCartha Drive SCHOOL ZONE	COLUMBUS Dimon Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet south of Curry Street	300 feet north of Curry Street	0.11	20
McKee Road	COLUMBUS	Macon Road (S.R. 22 Spur)	County Line Road	2.91	45
Meadowlark Drive	COLUMBUS	Nightingale Drive	Oakley Drive	0.53	30
Meadowview Drive	COLUMBUS	Carson Drive	Lookout Drive	0.43	30
Mehaffey Road	COLUMBUS	Garrett Road	Harris County	1.10	45
Melrose Drive	COLUMBUS	Rigdon Road	East Lindsay Drive (north)	0.69	30
Meritas Drive	COLUMBUS	38th Street	44th Street	0.59	30
Mesa Street SCHOOL ZONE	COLUMBUS Key Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet west of Patsy Lane	Beatrice Avenue	0.22	20

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	LIST NUMBER <u>042</u>				_	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT	
Midland Road	COLUMBUS	Chattsworth Road	Macon Road (S.R. 22)	0.23	35	
Midland Road	COLUMBUS	Macon Road (S.R. 22 Spur)	County Line Road	2.88	45	
Midtown Drive SCHOOL ZONE	COLUMBUS Rainey-McCullers School of The Arts 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	Rigdon Road	Boxwood Blvd	0.31	25	
Milgen Road	COLUMBUS	Gentian Boulevard	Warm Springs Connector Road	1.03	35	
Milgen Road	COLUMBUS	Warm Springs Connector Road	Woodruff Farm Road	1.31	45	
Milgen Road	COLUMBUS	Woodruff Farm Road	1,300 feet northeast of Miller Road	0.52	35	
Milgen Road	COLUMBUS	1,300 feet northeast of Miller Road	Flat Rock Road	1.32	45	
Mill Branch Drive SCHOOL ZONE	COLUMBUS Kendrick High 7:45 to 9:15 AM 3:30 to 4:30 PM SCHOOL DAYS ONLY	300 feet west of Valencia Drive	300 feet east of Valencia Drive	0.11	20	
Miller Road	COLUMBUS	West Britt David Road	Windsor Drive	0.68	40	
Miller Road	COLUMBUS	Moon Road	Milgen Road	2.28	45	
Miller Road	COLUMBUS	Milgen Road	Macon Road (S.R. 22 SP)	0.46	35	
Miller Road SCHOOL ZONE	COLUMBUS Waddell Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	600 feet north of Arnold Drive	Olde Towne Drive	0.21	25	
Mobley Road	COLUMBUS	River Road	300 feet west of Jason Court	1.32	45	
Mobley Road	COLUMBUS	300 feet west of Jason Court	Whitesville Road	0.44	30	
Moon Road	COLUMBUS	Warm Springs Road	Pittman Street	0.49	30	
Moon Road	COLUMBUS	Windsor Drive	Wilbur Drive	0.42	40	
Moon Road	COLUMBUS	Wilbur Drive	1,000 feet north of Whisper Drive	1.32	35	
Moon Road	COLUMBUS	1,000 feet north of Whisper Drive	500 feet north of J. R. Allen Parkway (S.R. 22) north ramps	0.47	40	
Moon Road	COLUMBUS	500 feet north of J. R. Allen Parkway (S.R. 22) north ramps	Veterans Parkway (S.R. 1)	0.80	45	
Morningside Drive	COLUMBUS	Warm Springs Road	Weems Road	0.65	35	
Morris Avenue	COLUMBUS	South dead end	54th Street	0.79	30	
Morris Road	COLUMBUS	Buena Vista Road	Forrest Road	2.49	35	
Mountainbrook Drive	COLUMBUS	Standing Boy Road	River Road (S.R. 219)	1.00	30	
Moye Road	COLUMBUS	Fort Moore Reservation	Buena Vista Road	0.88	35	
Munson Drive	COLUMBUS	Victory Drive (S.R. 520)	Shelby Street	1.00	30	
Mustang Drive	COLUMBUS	Bellanca Street	Gruman Avenue	0.56	30	
Mutec Drive	COLUMBUS	Woodruff Farm Road	Schatulga Road	1.80	40	

Item #3. LIST NUMBER 042

		LIST NUMBER 042				
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT	
Nancy Street SCHOOL ZONE	COLUMBUS Clubview Elementary/ Richards Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	150 feet west of Clubview Drive	Sue Mack Drive	0.24	20	
Nature Trail	COLUMBUS	Double Churches Road	Dead end	0.64	25	
Nightingale Drive	COLUMBUS	Meadowlark Drive	St. Mary's Road	0.26	30	
Norris Road	COLUMBUS	Macon Road (S.R. 22 Spur)	University Avenue	0.84	30	
North Lumpkin Road	COLUMBUS	Victory Drive (S.R. 520)	Cusseta Road	1.28	35	
North Lumpkin Road SCHOOL ZONE	COLUMBUS Martin Luther King, Jr. Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet north of 30th Ave	300 feet south of 30th Ave	0.11	25	
North Oakley Drive	COLUMBUS	St. Mary's Road	Claradon Avenue	0.76	30	
North Oaks Drive	COLUMBUS	Weems Road	Benson Drive	0.34	30	
North Stadium Drive SCHOOL ZONE	COLUMBUS Eagle Ridge Academy/Shaw High 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	2,630 feet west of Schomburg Road	Schomburg Road	0.50	20	
Northstar Drive	COLUMBUS	St. Mary's Road	Steam Mill Road	1.00	35	
Northstar Drive SCHOOL ZONE	COLUMBUS Dawson Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet south of Kennedy Street	150 feet north of Sentry Street	0.23	25	
Oak Avenue	COLUMBUS	Young Street	Springdale Drive	0.28	25	
Oakley Drive	COLUMBUS	Caspian Drive	St. Mary's Road	0.50	30	
Old Cusseta Road	COLUMBUS	Cusseta Road	Fort Moore Reservation	1.30	35	
Old Dominion Road	COLUMBUS	Colony Drive	East dead end	0.97	30	
Old Guard Road SCHOOL ZONE	COLUMBUS N. Columbus Elementary/Veterans Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	1,050 feet north of American Way	Northern Dead End	0.26	25	
Old Moon Road	COLUMBUS	Veterans Parkway (S.R. 1)	South dead end	0.68	35	
Old Moon Road SCHOOL ZONE	COLUMBUS Calvary 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	Timberdale Dr	Cardinal Landing Drive	0.29	25	
Old River Road	COLUMBUS	River Road (S.R. 219)	2,640 feet northwest of River Road (S.R. 219)	0.50	40	
Old River Road	COLUMBUS	2,640 feet northwest of River Road (S.R. 219)	5,020 feet northwest of River Road (S.R. 219)	0.45	35	
Old River Road	COLUMBUS	5,020 feet northwest of River 19)	1.45 miles northwest of River Road (S.R. 219)	0.50	25	

		LIST NUMBER 042			
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Old River Road	COLUMBUS	1.45 miles northwest of River Road (S.R. 219)	2.62 miles northwest of River Road (S.R. 219)	1.17	35
Old River Road	COLUMBUS	2.62 miles northwest of River Road (S.R. 219)	Harris County Line	0.78	40
Ormand Drive	COLUMBUS	Howe Avenue	South Lumpkin Road	0.39	25
Ormand Street SCHOOL ZONE	COLUMBUS Eddy Middle 7:15 to 8:45 AM 2:30 to 4:00 PM	Simmons Avenue	Bruce Avenue	0.13	25
Patsy Lane SCHOOL ZONE	COLUMBUS Key Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 feet south of Mesa Street	150 feet north of Broadmoor Drive	0.18	20
Pierce Chapel Road	COLUMBUS	Warm Springs Road	Veterans Parkway (S.R. 1)	2.55	45
Pierpoint Avenue SCHOOL ZONE	COLUMBUS Grace Baptist 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet south of Rosehill Street	300 feet north of Rosehill Street	0.11	25
Pine Needle Drive	COLUMBUS	Windtree Lane (south)	Timbalier Drive	0.45	25
Pittman Street	COLUMBUS	Moon Road	Reed Avenue	0.26	30
Plantation Drive	COLUMBUS	Howe Avenue	South Lumpkin Road	0.49	25
Pou Street SCHOOL ZONE	COLUMBUS Hannan Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM	13 <sup>th</sup> Avenue	East dead end	0.05	20
Preston Drive	COLUMBUS	Macon Road (S.R. 22 Spur)	Carson Drive	0.77	30
Primrose Road	COLUMBUS	Macon Road (S.R. 22 Spur)	Rockdale Drive	0.44	25
Primrose Road	COLUMBUS	Rockdale Drive	Reese Road	0.64	35
Primrose Road SCHOOL ZONE	COLUMBUS Gentian Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	50 feet south of Savannah Drive	Norwood Drive	0.24	25
Princeton Avenue	COLUMBUS	Airport Thruway	Whitesville Road	0.33	25
Psalmond Road	COLUMBUS	Macon Road (S.R. 22 Spur)	Beaver Run Road (S.R. 22)	0.66	35
Psalmond Road	COLUMBUS	Beaver Run Road (S.R. 22)	Warm Springs Road	1.57	45
Psalmond Road SCHOOL ZONE	COLUMBUS Midland Academy 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Warm Springs Road	1,141 feet south of Warm Springs Road	0.42	25
Randall Drive	COLUMBUS	Bradford Drive	Lemans Lane	0.37	30
Reed Avenue	COLUMBUS	Pittman Street	Miller Road	0.30	30
Reese Road	COLUMBUS	Snelling Drive	Macon Road (S.R. 22 Spur)	1.04	30
Reese Road	COLUMBUS	Macon Road (S.R. 22 Spur)	Manchester Expressway (S.R. 85)	2.21	35
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ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Reese Road SCHOOL ZONE	COLUMBUS Reese Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	50 feet south of Delfair Court	Shenandoah Court	0.24	25
Rigdon Road	COLUMBUS	08th Street	Macon Road (S.R. 22 Spur)	1.14	30
Rigdon Road SCHOOL ZONE	COLUMBUS Rigdon Road Elementary/Rainey McCullers School 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	150 south of Clairmont Drive	250 feet south of Mimosa Street	0.25	20
Rosehill Street SCHOOL ZONE	COLUMBUS Grace Baptist 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	75 feet east of 13th Avenue	Howard Avenue	0.14	25
Rosemont Drive	COLUMBUS	Phelts Drive	51st Street	1.27	30
Rosewood Drive	COLUMBUS	Buena Vista Road	Hunt Avenue	0.85	25
Savannah Drive	COLUMBUS	Primrose Road	Pickering Drive	0.33	25
Schatulga Road	COLUMBUS	Buena Vista Road	Macon Road (S.R. 22 Spur)	3.79	50
Schaul Street	COLUMBUS	Britt Avenue	Rigdon Road	0.76	30
Schomburg Road	COLUMBUS	Warm Springs Road	500 feet north of Old Post Road	0.33	35
Schomburg Road	COLUMBUS	500 feet north of Old Post Road	Hancock Road	1.30	45
Schomburg Road	COLUMBUS Eagle Ridge/Shaw Highschool 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	S. Stadium Drive	250 feet north of N. Stadium Drive	0.27	30
Sears Road	COLUMBUS	Macon Road (S.R. 22 Spur)	North dead end	1.15	30
Seneca Drive	COLUMBUS	Acme Drive	Emerson Avenue	0.26	25
Sheffield Drive SCHOOL ZONE	COLUMBUS Pacelli High 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	590 north of Woodland Drive	Forrest Road	0.30	25
Shelby Street	COLUMBUS	Victory Drive (S.R. 1 / S.R. 520)	Club House Road	0.99	25
Shepherd Drive	COLUMBUS	Martin Luther King Jr. Boulevard	Brown Avenue	0.79	30
Shepherd Drive SCHOOL ZONE	COLUMBUS Davis Elementary/ Marshall Middle 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	17th Avenue	Brown Avenue	0.40	20
Sherborne Drive	COLUMBUS	Bridgewater Road	Charing Drive	0.52	25
Smith Road	COLUMBUS	Whitesville Road	Fortson Road	3.06	45
Somerset Avenue	COLUMBUS	Hendrix Street	Avondale Road	0.61	25
South Lumpkin Road	COLUMBUS	Fort Moore Reservation	Walker Street	1.85	45

Item #3.

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
South Lumpkin Road	COLUMBUS	Walker Street	Victory Drive (S.R. 520)	1.47	35
South Lumpkin Road SCHOOL ZONE	COLUMBUS Eddy Middle/South Columbus Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	Glen Street	165 feet north of Torch Hill Road	0.38	25
South Stadium Drive SCHOOL ZONE	COLUMBUS Eagle Ridge/Shaw High 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	1,760 feet west of Schomburg Road	Schomburg Road	0.33	25
Springlake Drive	COLUMBUS	Hillbrook Avenue	Raintree Drive	0.73	25
St. Mary's Road	COLUMBUS	Buena Vista Road	Fort Moore Reservation	3.46	35
St. Mary's Road SCHOOL ZONE	COLUMBUS St. Mary's Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet west of Farr Road	300 feet east of Farr Road	0.11	25
St. Mary's Road SCHOOL ZONE	COLUMBUS St. Mary's Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	900 feet west of McCartha Drive	300 feet east of McCartha Drive	0.23	25
Standing Boy Road	COLUMBUS	Green Island Drive	903 feet south of Mountainbrook Drive	0.68	30
Standing Boy Road	COLUMBUS	903 feet south of Mountainbrook Drive	150 feet north of Mountainbrook Dr	0.20	25
Standing Boy Road	COLUMBUS	150 feet north of Mountainbrook Dr	Rolling Bend Road	1.51	30
Steam Mill Road	COLUMBUS	Buena Vista Road	Pinecrest Drive	2.24	35
Steam Mill Road SCHOOL ZONE	COLUMBUS Dimon Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	150 west of Dogwood Drive	500 feet east of McCartha Drive	0.30	25
Stoney Creek Drive	COLUMBUS	Colony Drive	Willamsburg Drive	0.35	30
Sue Mack Drive	COLUMBUS	Auburn Avenue	College Drive	0.93	25
Sue Mack Drive SCHOOL ZONE	COLUMBUS Richards Middle/Clubview Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	180 feet south of Nancy Street	Edgewood Road	0.17	25
Talbotton Road	COLUMBUS	02nd Avenue (S.R. 85)	12th Avenue	0.93	30
Talbotton Road SCHOOL ZONE	COLUMBUS Hanan Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	220 feet west of 27th Street	260 feet west of 28th Street	0.36	20
Torch Hill Road	COLUMBUS	Fort Moore Reservation	Fort Benning Road	0.38	30
Torch Hill Road	COLUMBUS	Fort Benning Road	South Lumpkin Road	0.56	35

Item #3.

			LIST NUM	DER 012	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Torch Hill Road SCHOOL ZONE	COLUMBUS South Columbus Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	815 feet north of Matheson Road	South Lumpkin Road	0.23	25
Transport Boulevard	COLUMBUS	Schatulga Road	Macon Road (S.R. 22 Spur)	0.57	40
Trapper Way	COLUMBUS	Beaver Trail	Widgeon Drive	0.36	25
Trinity Drive SCHOOL ZONE	COLUMBUS Pacelli High 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	Box Road	Forrest Road	0.21	25
Turner Road	COLUMBUS	River Road (S.R. 219)	52nd Street	0.35	30
University Avenue	COLUMBUS	Macon Road (S.R. 22 Spur)	Gentian Boulevard	1.32	35
Upatoi Lane	COLUMBUS	Fulton Road	McKee Road	2.48	45
Valley Road	COLUMBUS	University Avenue	200 feet north of Valley Drive	0.28	25
Vultee Drive	COLUMBUS	Westbrook Drive	Catalina Drive	0.59	30
Walker Street	COLUMBUS	Lois Avenue	South Lumpkin Road	1.06	30
Warm Springs Road	COLUMBUS	12th Avenue	Crestview Drive	1.18	30
Warm Springs Road	COLUMBUS	Crestview Drive	Gentian Boulevard	1.24	40
Warm Springs Road	COLUMBUS	Gentian Boulevard	Milgen Road	0.90	35
Warm Springs Road	COLUMBUS	Manchester Expressway (S.R. 85)	Warm Springs Road Connector	1.39	35
Warm Springs Road	COLUMBUS	Miller Road	Pierce Chapel Road	3.67	40
Warm Springs Road	COLUMBUS	Pierce Chapel Road	Harris County Line	3.41	45
Warm Springs Road Connector	COLUMBUS	Milgen Road	Miller Road	0.60	35
Warm Springs Road SCHOOL ZONE	COLUMBUS Midland Middle/Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	350 feet west of Pierce Chapel Road	375 feet east of Psalmond Road	0.44	25
Warm Springs Road SCHOOL ZONE	COLUMBUS Hanan Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Talbotton Road	14th Avenue	0.22	25
Warner Road	COLUMBUS	Jane Lane	1,000 feet east of Jane Lane	0.19	25
Warner Road	COLUMBUS	1,000 feet east of Jane Lane	Warm Springs Road	0.40	30
Watkins Drive	COLUMBUS	Dead end (west)	Lamore Street	0.37	25
Weems Road	COLUMBUS	Whittlesey Boulevard	Morningside Drive	2.39	35
Weems Road SCHOOL ZONE	COLUMBUS Blanchard Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Lynridge Avenue	150 feet east of Parkway Avenue	0.28	25

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Item #3.

	VALITATION TARE		LIST NOW	2 2 1 V 1 2	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Wellborn Drive	COLUMBUS	Kingsberry Street	Forrest Road	1.41	25
West Britt David Road	COLUMBUS	Veterans Parkway (S.R. 1)	Airport Thruway	1.05	30
West Britt David Road	COLUMBUS	Airport Thruway	Miller Road	0.49	40
West Britt David Road SCHOOL ZONE	COLUMBUS Britt David Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	300 feet west of Bellanca Street	300 feet east of Bellanca Street	0.11	25
West Britt David Road SCHOOL ZONE	COLUMBUS Britt David Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM School Days Only	Springhill Avenue	150 feet east of Armour Road	0.17	25
Westminster Way	COLUMBUS	Airport Thruway	23rd Avenue	0.30	30
Whippoorwill Lane	COLUMBUS	Caspian Drive	Robin Road	0.55	25
Whitesville Road	COLUMBUS	Airport Thruway	Veterans Parkway (S.R. 1)	0.46	30
Whitesville Road	COLUMBUS	Veterans Parkway (S.R. 1)	Williams Road	3.25	40
Whitesville Road	COLUMBUS	Williams Road	Harris County Line	2.82	45
Whitesville Road SCHOOL ZONE	COLUMBUS Double Churches Middle/Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	450 feet south of Double Churches Road	1,500 feet north of Double Churches Road	0.38	25
Whittlesey Boulevard	COLUMBUS	Veterans Parkway (S.R. 1)	Moon Road	1.90	40
Whittlesey Road (east)	COLUMBUS	Whitesville Road	Veterans Parkway (S.R. 1)	0.69	35
Whittlesey Road (west)	COLUMBUS	Bradley Park Drive	Whitesville Road	0.60	30
Wickham Drive	COLUMBUS	St. Mary's Road	Steam Mill Road	0.96	30
Widgeon Drive	COLUMBUS	Beaver Trail (south)	North dead end	0.87	25
Wilder Drive	COLUMBUS	Dirk Way	Higgs Drive	0.54	30
Wildwood Avenue	COLUMBUS	Wynnton Road (S.R. 22 Spur)	Garrard Street	0.94	30
Wildwood Avenue SCHOOL ZONE	COLUMBUS Wynnton Road Elementary 6:45 to 8:15 AM 1:30 to 3:00 PM SCHOOL DAYS ONLY	Wynnton Road (S. R. 22 Spur)	14th Street	0.19	20
Williams Road	COLUMBUS	Whitesville Road	Veterans Parkway (S.R. 1)	1.98	45
Windsor Drive	COLUMBUS	Miller Road	Lyn Drive	0.90	30
Winkfield Place	COLUMBUS	Bridgewater Road	Dead end	0.41	20
Woodlawn Avenue	COLUMBUS	Warm Springs Road	39th Street	0.57	30
Woodlawn Avenue SCHOOL ZONE	COLUMBUS Jordan High/Johnson Elementary 6:45 to 9:15 AM 1:30 to 4:30 PM SCHOOL DAYS ONLY	30th Street	150 feet north of 38th St	0.48	20

Item #3.

			LIST NUM	DEK <u>042</u>	
ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> School Name	FROM	то	LENGTH IN MILES	SPEED LIMIT
Woodruff Farm Road	COLUMBUS	Forrest Road	1,320 feet north of Forrest Road	0.25	35
Woodruff Farm Road	COLUMBUS	1,320 feet north of Forrest Road	1,000 feet north of Branton Lane	0.36	40
Woodruff Farm Road	COLUMBUS	1,000 feet north of Branton Lane	1,500 feet south of Macon Road (S.R. 22 Spur)	1.19	45
Woodruff Farm Road	COLUMBUS	1,500 feet south of Macon Road (S.R. 22 Spur)	1,300 feet north of Macon Road (S.R. 22 Spur)	0.53	35
Woodruff Farm Road	COLUMBUS	1,300 feet north of Macon Road (S.R. 22 Spur)	Milgen Road	0.58	45
Woodruff Farm Road SCHOOL ZONE	COLUMBUS Fort Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	Cranston Drive	850 feet south of London Street	0.38	25
Woodruff Farm Road SCHOOL ZONE	COLUMBUS Fort Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	300 feet south of Forrest Road	300 feet north of Forrest Road	0.12	25
Woodruff Road	COLUMBUS	Manchester Expressway (S.R. 85)	North dead end	0.49	30
Woodruff Road	COLUMBUS	Warm Springs Road	Manchester Expressway (S.R. 85)	0.57	35
Woodruff Road SCHOOL ZONE	COLUMBUS Arnold Middle/Allen Elementary 6:45 to 8:45 AM 1:30 to 4:00 PM SCHOOL DAYS ONLY	200 feet south of 51st Street (south)	200 feet north of 51st Street (north)	0.10	20
Wooldridge Road	COLUMBUS	Fortson Road	Veterans Parkway (S.R. 1)	1.90	45
Wright Drive	COLUMBUS	Bermuda Street	Buena Vista Road	0.64	30
Yancey Street	COLUMBUS	Reed Avenue	Webb Avenue	0.20	30
Yarbrough Road	COLUMBUS	Lynch Road	Garrett Road	0.84	45
Yarbrough Road SCHOOL ZONE	COLUMBUS Aaron Cohn Middle 7:15 to 8:45 AM 2:30 to 4:00 PM SCHOOL DAYS ONLY	880 feet west of Yellow Pine Rd	820 feet east of Garrett Rd	0.10	20
Yosemite Drive	COLUMBUS	Shenandoah Drive	Sears Road (South)	0.68	25

\*\*\*\*Automated Traffic Enforcement Safety Device\*\*\*\*

### \*SCHOOL ZONES ARE EFFECTIVE\*

<u>A.M.</u> from 30 minutes prior to commencement time to 30 minutes after commencement time – **SCHOOL DAYS ONLY.** 

<u>P.M.</u> from 30 minutes prior to dismissal time to 30 minutes after dismissal time – **SCHOOL DAYS ONLY.** 

### **Council Meeting Agenda Item**

**TO:** Mayor and Councilors

**AGENDA** 2024 Radar List Approval for GDOT and non-GDOT Routes in

**SUBJECT:** Columbus

AGENDA,. Adoption of an ordinance listing the roadways approved for use of SUMMARY: speed detection devices (radar) on all GDOT Routes and non-GDOT

Routes in Columbus-Muscogee County.

**INITIATED BY:** Department of Engineering

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

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

<u>Analysis:</u> The Department of Engineering has reviewed the list and compared it to the current list. The 2024 list contains the following changes:

- 1. Added school zone for the opening of the new school off Kennedy St. (Mary A. Buckner Academy).
- 2. Added school zone for Northside high school on Veterans Pkwy. (SR 1).
- 3. Adjusted the southbound limits on River Rd (SR 219) for the Brookstone school zone.
- 4. Removed several non-applicable zones where schools had closed.
- 5. Customized school zone times based on new bell times for the three school classifications.
- 6. Added zones on streets around various schools requested by school board.

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

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

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

### File Attachments for Item:

### 1. Acquisition of Property for Fire/EMS Department Administration

Approval is requested to execute a Purchase and Sales Agreement for approximately 2.52 acres, including the property at 1112 Veterans Parkway, upon satisfactory completion of all due diligence and contingent upon the removal of easements on the parcel.

### Columbus Consolidated Government Council Meeting Agenda Item

Item #1.

то:	Mayor and Councilors
AGENDA SUBJECT:	Acquisition of Property for Fire/EMS Department Administration
AGENDA SUMMARY:	Approval is requested to execute a Purchase and Sales Agreement for approximately 2.52 acres, including the property at 1112 Veterans Parkway, upon satisfactory completion of all due diligence and contingent upon the removal of easements on the parcel.
INITIATED BY:	City Manager's Office

**Recommendation:** Approval is requested to execute a Purchase and Sales Agreement for approximately 2.52 acres, including the property at 1112 Veterans Parkway, upon satisfactory completion of all due diligence and contingent upon the removal of easements on the parcel.

**Background:** The Fire & EMS Department's Administration is currently housed in the Public Safety Building located at 510 10<sup>th</sup> Street. The Fire & EMS Department is currently utilizing a vacant school building owned by the Muscogee County School District located at 3900 Baker Plaza Drive for paramedic training. The Fire & EMS Department would be able to consolidate the administration and training operations into one location and provide a permanent classroom training facility.

<u>Analysis:</u> The parcel located at 1112 Veterans Parkway is 2.52 acres and includes 22,706 square feet of office space. This location will also secure property to replace Fire Station #1 in the future.

<u>Financial Considerations</u>: The purchase price was negotiated at \$3,500,000 to be funded with OLOST Public Safety reserves along with any closing and associated costs and necessary renovations.

**<u>Legal Considerations:</u>** The City Attorney will review the Purchase and Sales Agreement.

**Recommendation/Action:** Approval is requested to execute a Purchase and Sales Agreement for approximately 2.52 acres, including the property at 1112 Veterans Parkway, upon satisfactory completion of all due diligence and contingent upon the removal of easements on the parcel

### **A RESOLUTION**

NO.

Item #1.

A RESOLUTION AUTHORIZING THE EXECUTION OF A PURCHASE AND SALES AGREEMENT FOR APPROXIMATELY 2.52 ACRES LOCATED AT 1112 VETERANS PARKWAY TO HOUSE THE FIRE & EMS DEPARTMENT'S ADMINISTRATION UPON COMPLETION OF ALL DUE DILIGENCE AND CONTINGENT UPON REMOVAL OF EASEMENTS FROM THE PARCEL.

**WHEREAS**, the Fire & EMS Department's Administration is currently housed in the Public Safety Building; and,

**WHEREAS**, the paramedic training is currently conducted in a vacant school building owned by the Muscogee County School District; and,

**WHEREAS,** Fire Station #1 located at 205 10<sup>th</sup> Street was constructed in 1970, does not provide the necessary configuration for best practice, and will need to be replaced in the future; and,

**WHEREAS,** an existing building located at 1112 Veterans Parkway was available and meets the requirements of the Fire & EMS Department's needs and secures property for the relocation of Fire Station #1 in the future;

**WHEREAS,** the purchase price has been negotiated at \$3,500,000 to acquire the building on 2.52 acres.

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

To authorize the City Manager to enter into the Purchase and Sales Agreement in the amount of \$3,500,000 plus any applicable closing and associated costs for approximately 2.52 acres located at 1112 Veterans Parkway to house the Fire & EMS Department's Administration upon completion of all due diligence and contingent upon the removal of easements from the parcel. Funds available from OLOST Public Safety Reserves.

9	meeting of the Council of Columbus, Georgia held on theday of ed at said meeting by the affirmative vote of members of said
Councilor Allen voting District 1 Seat Vacant Councilor Begly voting Councilor Cogle voting Councilor Crabb voting Councilor Davis voting	- Page 80 -

Councilor Garrett voting			
Councilor Huff voting Councilor Thomas voting Councilor Tucker voting			Item #1.
Councilor Tucker voting			
Sandra T. Davis, Clerk of C	Council	B.H. "Skip" Henderson III, Mayor	

### File Attachments for Item:

## 2. Uptown Tax Allocation District Fund Grant – Riverfront Place, LLC, Affiliate of WC Bradley Co. Real Estate, LLC

Approval is requested to enter into an agreement with Riverfront Place, LLC, an affiliate of W.C. Bradley Co. Real Estate, LLC, to provide Uptown Tax Allocation District (TAD) funds for infrastructure improvements and financing to develop the Riverfront Place mixed-use development at 1300 Front Avenue.

Item #2.

то:	Mayor and Councilors
AGENDA SUBJECT:	Uptown Tax Allocation District Fund Grant – Riverfront Place, LLC, Affiliate of WC Bradley Co. Real Estate, LLC
AGENDA SUMMARY:	Approval is requested to enter into an agreement with Riverfront Place, LLC, an affiliate of W.C. Bradley Co. Real Estate, LLC, to provide Uptown Tax Allocation District (TAD) funds for infrastructure improvements and financing to develop the Riverfront Place mixed-use development at 1300 Front Avenue.
INITIATED BY:	Planning Department

**Recommendation:** Approval is requested to enter into an agreement with Riverfront Place, LLC, an affiliate of W.C. Bradley Co. Real Estate, LLC, to provide Uptown Tax Allocation District (TAD) funds for infrastructure improvements and financing to develop the Riverfront Place mixed-use development at 1300 Front Avenue.

**Background:** Riverfront Place, LLC, affiliate of W. C. Bradley Real Estate Co., LLC is currently developing the project known as Riverfront Place which is bordered by Broadway to the east, the Chattahoochee River to the west, and 13<sup>th</sup> and 14<sup>th</sup> Streets on the north and south. The overall development site contains The Rapids residential building, the Hotel Indigo, and the new Currents residential building.

On March 10, 2020, the Council approved a request to use Uptown TAD funds in the amount of \$38,000,000 for this project (Resolution No. 049-20). Riverfront Place, LLC, affiliate of W.C. Bradley Real Estate Co., LLC requested \$38 million in Uptown TAD funding over a 19-year period to construct a parking garage to support its development known as Riverfront Place. The proposed Riverfront Place mixed-use development will complement the existing Rapids and Eagle & Phenix developments by bringing a mix of residential and commercial uses to a two-block site, oriented around the new Mathew D. Swift Park. This proposed \$133 million plan includes 226 rental apartment units; 195,000 square feet of new office space; 45,000 square feet of retail space (which includes the city's first urban grocery store); and a 107-room hotel. The development will be located on "both the northern half of the block west of Front Avenue between 13<sup>th</sup> and 14<sup>th</sup> streets, with the main portion of the development on the block east of Front Avenue, between 13<sup>th</sup> and 14<sup>th</sup> streets" (see attached site plan). To support this development, a parking garage consisting of 1,200+/- spaces will need to be constructed, with many of them to be located underground. When completed, the total development will contain over 900,000 square feet.

The applicants requested and received approval for additional funding because of "an expansion in the size of the mixed-use development and rapidly escalating construction costs during the next 18 months". The modified request asked for an additional \$14,000,000 from the Uptown TAD funds for a total of \$52,000,000 (Resolution No. 372-21).

Item #2.

<u>Analysis:</u> The adoption of Resolutions No. 049-20 and No. 372-21 was only the first step in authorizing the use of these funds. The next step required that the City Manager and/or his representatives enter into negotiations with the developer to determine how the funds would be distributed. The staff has concluded those negotiations with an agreement that defines the number of payments, the timing of the payments, and the overall length of time the agreement will be enforced. The agreement also establishes a City Administrative Fee of \$5,000 per year to be paid out of the Uptown District Tax Allocation Fund and before any other payments are made.

Financial Considerations: The payout of the funds will not exceed \$52,000,000 paid in increments beginning December 15, 2023. Funding would come from the Uptown Tax Allocation District Funds, and no other City funding source is obligated. The payout schedule is for nineteen (19) years. If for some unforeseen reason the Uptown District TAD Funds are inadequate to make the scheduled payments for this and all Uptown District TAD projects approved by the Council, then each project will receive its proportional share based on the amount for its scheduled payment due that year. Should a shortfall of this type occur, the agreement allows for the Developer to recoup the full payment of up to \$2,756,552 per year for five (5) additional years until the shortfall has been completed. Under these conditions, the maximum length of the agreement would be twenty five (25) years, and neither the TAD Fund nor the City would have a further obligation to make payments under the Agreement.

<u>Legal Considerations:</u> The Council approved the establishment of the Uptown Tax Allocation District in 2016 and in doing so designated itself as the redevelopment agency to exercise the provisions of this district and the use of these funds. Approval of this resolution will authorize the City Manager to sign an agreement, allowing Uptown District TAD Funds to be paid out over a specified time as established in the proposed agreement.

<u>Recommendation/Action</u>: Approval is requested to enter into an agreement with Riverfront Place, LLC, an affiliate of W.C. Bradley Co. Real Estate, LLC, to provide Uptown Tax Allocation District (TAD) funds for infrastructure improvements and financing to develop the Riverfront Place mixed-use development at 1300 Front Avenue.

### RESOLUTION

NO.		

Item #2.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND DELIVER AN AGREEMENT WITH RIVERFRONT PLACE, LLC, AFFILIATE OF W. C. BRADLEY REAL ESTATE CO., LLC FOR THE PURPOSES OF ALLOCATING UPTOWN DISTRICT TAX ALLOCATION DISTRICT FUNDS FOR THE CONSTRUCTION AND FINANCING OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS TO DEVELOP MIXED USE DEVELOPMENT CALLED RIVERFRON PLACE AT 1300 FRONT AVENUE IN AN AMOUNT NOT TO EXCEED FIFTY-TWO MILLION DOLLARS (\$52,000,000).

WHEREAS, Columbus is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and in accordance with House Bill 773 enacted by the General Assembly in 2006 (2006 GA. LAWS p. 4507, et seq.) and approved in a referendum on November 6, 2006; and,

**WHEREAS,** in accordance with O.C.G.A. §36-44-4(a), the Columbus Council ("Council") previously designated itself as the redevelopment agency to exercise the provisions of the Uptown Redevelopment Area Plan and the Redevelopment Powers Law with the delegation of certain administrative functions to the Columbus Development Authority (Ordinance No.15-51); and,

**WHEREAS**, the Redevelopment Powers Law provides that Columbus may enter into public-private partnerships to effect the redevelopment projects contemplated in the Redevelopment Plan; and,

**WHEREAS,** the TAD Resolution expressed the intent of Columbus, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the Uptown District TAD; and,

**WHEREAS**, the undertakings contemplated by the Redevelopment Plan include, among other renewal activities, redevelopment of portions of the Central Riverfront District and Columbus; and,

**WHEREAS**, Riverfront Place, LLC, affiliate of W. C. Bradley Real Estate Co., LLC is the owner of the tract to be developed as Riverfront Place which is located within the Uptown District TAD; and,

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, the Council has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Development Agreement with Developer, pursuant to which, subject to the conditions described herein, a portion of the Tax Allocation Increment collected in the Uptown District TAD will be used to reimburse Developer for certain Redevelopment

- Page 85 - Inced by Developer in connection with the TAD Project; and,

**WHEREAS**, the Developer, pursuant to the terms of this Agreement, has undertaken this critical project in Columbus and developed the Riverfront Place project consistent with the Uptown Redevelopment Plan; and,

Item #2.

WHEREAS, the Council, after full review and consideration adopted Resolution No. 049-20, as amended by Resolution No. 372-21, which authorized the City Manager to enter negotiations with the Developer for the purposes of a Project Allocation from the Uptown District TAD in an amount not to exceed FIFTY TWO MILLION DOLLARS (\$52,000,000) to provide for infrastructure and financing improvements to develop a a parking garage consisting of 1,200+/- spaces at 1300 Front Avenue as part of Riverfront Place.

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

The Council of Columbus hereby authorizes the City Manager to enter into an Agreement, in substantially the form attached setting forth the terms and conditions relating to the Uptown District TAD funding support of the Project and all instruments, documents, and certificates related thereto for an amount not to exceed \$52,000,000. Funds to be paid under the Agreement will be paid from the Tax Allocation Increment collected in the Uptown District TAD and will not be a liability of the General Fund of Columbus, Georgia.

Introduced at a regular	U		lumbus, Georgia hormative vote of _	 day of
Council.		ing of the thin		) of S <b>ara</b>
Councilor Allen voting District 1 Seat Vacant Councilor Begly voting Councilor Cogle voting				
Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor Huff voting				
Councilor Thomas voting Councilor Tucker voting		- Page 86 -		

Sandra T. 1	Davie	Clark of	Council

B.H. "Skip" Henderson III, Mayor

Item #2.

# DEVELOPMENT AGREEMENT

Between Columbus, Georgia

Riverfront Place, LLC, affiliate of W. C. Bradley Co. Real Estate, LLC

In the Uptown Tax Allocation District

As of \_\_\_\_\_\_, 2024

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#### DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement"), dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 is made by and between Columbus, Georgia, a political subdivision of the State of Georgia ("Columbus"), and Riverfront Place, LLC, a Georgia limited liability company ("Developer"). Capitalized terms used herein and not otherwise defined have the meanings given to them in Article II

### ARTICLE I RECITALS

WHEREAS, Columbus is duly authorized to exercise the redevelopment powers granted to cities and counties in the State pursuant to the Redevelopment Powers Law and in accordance with House Bill 773 enacted by the General Assembly in 2006 (2006 GA. LAWS p. 4507, et seq.) and approved in a referendum on November 6, 2006; and

*WHEREAS*, by a Resolution duly adopted as Resolution No. 71-16 on March 15, 2016 (the "TAD Resolution"), following two public hearings as required by law, the Columbus Council approved the Uptown Redevelopment Plan and created Tax Allocation District # 3 - Uptown (the "Uptown TAD"); and

**WHEREAS**, the Redevelopment Powers Law provides that Columbus may enter into public-private partnerships to effect the redevelopment projects contemplated in the Redevelopment Plan; and

WHEREAS, the TAD Resolution expressed the intent of Columbus, as set forth in the Redevelopment Plan, to provide funds to induce and stimulate redevelopment in the Uptown TAD; and

**WHEREAS**, the undertakings contemplated by the Redevelopment Plan include, among other renewal activity, redevelopment of portions of the Central Riverfront District and Columbus; and

**WHEREAS,** Developer is the owner of the Riverfront Place Tract which is located within the Uptown TAD; and

**WHEREAS**, Developer has undertaken the redevelopment of the property into a mixed-use office, residential and retail development, with related uses, to be known as Riverfront Place; and

WHEREAS, in order to induce and further facilitate the successful accomplishment of this portion of the Redevelopment Plan, Columbus has indicated its intent to exercise its authority under the Redevelopment Powers Law and in accordance with State law to enter into this Agreement with Developer, pursuant to which, subject to the conditions described herein, a portion of the Tax Allocation Increment collected in the Uptown TAD will be used to reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the TAD Project; and

**WHEREAS**, Developer, pursuant to the terms of this Agreement, has undertaken this critical revitalization in Columbus and developed the Riverfront Place Project consistent with the Downtown Redevelopment Plan.

#### **AGREEMENT**

**NOW THEREFORE**, Columbus and Developer, for and in consideration of the mutual promises, covenants, obligations, and benefits of this Agreement, hereby agree as follows:

### ARTICLE II GENERAL TERMS

**Section 2.1** *Definitions.* Unless the context clearly requires a different meaning, the following terms are used herein with the following meanings:

"Act of Bankruptcy" means the making of an assignment for the benefit of creditors, the filing of a petition in bankruptcy, the petitioning or application to any tribunal for any receiver or any trustee of the applicable Person or any substantial part of its property, the commencement of any proceeding relating to the applicable Person under any reorganization, arrangement, readjustments of debt, dissolution or liquidation law or statute of any jurisdiction, whether now or hereafter in effect, or if, within 60 days after the filing of a bankruptcy petition or the commencement of any proceeding against the applicable Person seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the proceedings have not been dismissed, or, if, within 60 days after the appointment, without the consent or acquiescence of the applicable Person, of any trustee, receiver or liquidator of the applicable Person or of the land owned by the applicable Person, the appointment has not been vacated.

"Administrative Fee" means an annual administrative fee in an amount not to exceed \$5,000.00, as well as Columbus's expenditures for legal and professional fees reasonably incurred in connection with the Riverfront Place Project, to be paid to Columbus from the Tax Allocation District #3 Fund and shall have the highest priority of payment from the Tax Allocation District #3 Fund, as provided in Section 3.4.

"Advances" means advances by Developer, or any other Person or entity to pay any costs that constitute Reimbursement Costs associated with the TAD Project or for which Developer may be entitled to reimbursement pursuant to Section 6.2.

"Affiliate" means, with respect to any Person, (a) a parent, partner, member, or owner of such Person or of any Person identified in clause (b) below, and (b) any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person. As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Columbus" means Columbus, Georgia, a consolidated government and a political subdivision of the State of Georgia.

"Declaration" means a Declaration of Easements, Covenants and/or Restrictions to be executed by the owner(s) of the Riverfront Place Project prior to or in conjunction with any separate ownership of the Riverfront Place Project, which Declaration shall be provided to Columbus at least seven (7) days prior to execution and recording in the Office of the Clerk of Superior Court of Muscogee County, Georgia.

"Developer" means Riverfront Place, LLC, a Georgia limited liability company, developer of the Riverfront Place Project, which is an affiliate of Developers-Investors, Inc., a Georgia corporation (with Developer also being a successor-in-interest thereto), W. C. Bradley Co. Real Estate, L.L.C., a Georgia limited liability company (a/k/a W. C. Bradley Company Real Estate), and W. C. Bradley Co., a Georgia corporation, and/or its successors and assigns.

"Development Tear	n" means Developer and	l development partners, if a	ny.
"Effective Date" me	eans	, 2024, the effective date of	this Agreement.
and Recovery Act, 42 U.S.C Compensation and Liabilit Amendments and Reautho U.S.C. §1251 et seq., as am	C. §690 l et seq., as amenty Act of 1980, 42 U.S. rization Act of 1986, and lended, the Clean Air Act U.S.C. § 2601 et seq.,	ut without limitation, the Faded, the Comprehensive En C. § 960 I et seq., as amend as further amended, the t, 42 U.S.C. § 7401 et seq., as amended, and any other	nvironmental Response aded by the Superfund Clean Water Act, 33 as amended, the Toxic
dated, pr	epared for	ain report entitled, prepared by amendments or supplement	, furnished

"Force Majeure" means the actual period of any delay in the final completion date of the TAD Project, or the Riverfront Place Project, as applicable, caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, or severe weather conditions or disease outbreak, epidemic, pandemic or other declaration of public health emergency and/or quarantine restriction by the appropriate governmental authority having jurisdiction over the Project or other delays that are out of Developer's control. In excess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4, in any such case entitling Developer a commensurate extension of time to perform and complete its obligations delayed thereby under this Agreement. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the TAD Project or the Project, as applicable.

"General Contractor" means an experienced, licensed, bondable, and reputable general contractor selected by Developer.

"Hazardous Substances" means any hazardous waste, as defined by 42 U.S.C. § 6903(5), any hazardous substances as defined by 42 U.S.C. § 9601(14), any pollutant or contaminant as defined by 42 U.S.C. § 9601(33), and any toxic substances, oil or hazardous materials or other chemicals or substances regulated by any Environmental Laws.

"Legal Requirements" means any legal requirements (including, without limitation, Environmental Laws), including any local, state, or federal statute, law, ordinance, rule, or regulation,

now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction, or determination of any governmental authority.

"Material Modification" means (i) any modification, change or alteration in the description of the TAD Project or the Riverfront Place Project, as applicable, that would add uses other than the following current uses: mixed-use development, including office, retail, restaurant, office, and/or hotel, residential, structured parking other related commercial uses; or (ii) any extension of the TAD Project Schedule beyond the TAD Project Completion Date.

"Owner" means Developers-Investors, Inc.

"Permitted Exceptions" means all of the following: (i) any reasonable and customary exceptions that serve or enhance the use or utility of the TAD Project or the Riverfront Place Project that arose in the course of construction and may arise during operation of the TAD Project or the Riverfront Place Project, including by way of example and not of limitation, easements granted to public utility companies or governmental bodies (for public rights-of-way or otherwise), (ii) any other exceptions expressly approved in writing by Columbus; (iii) the Declaration; (iv) real property taxes, bonds, and assessments (including assessments for public improvements) not yet due and payable; and (v) any exceptions approved by Developer's lender.

"Person" includes a corporation, a trust, an association, a partnership (including a limited liability partnership), a joint venture, an unincorporated organization, a business, an individual or natural person, a joint stock company, a limited liability company, or any other entity.

"Plans" means the Site Plan and the construction plans for the TAD Project as the same may have been modified from time to time, including any Material Modifications.

"Project Approvals" means all approvals, consents, waivers, orders, agreements, authorizations, permits and licenses required under applicable Legal Requirements or under the terms of any restriction, covenant or easement affecting the TAD Project, as applicable, or otherwise necessary or desirable for the ownership, acquisition, construction, equipping, use or operation thereof, whether obtained from a governmental authority or any other person.

"Project Financing" means any loans, financing, equity investment, or other agreement (other than this Agreement) provided to or for the benefit of Developer to finance, directly or indirectly, any portion of the TAD Project.

"Project Modification" means any aggregate change in the TAD Project Budget in excess of fifteen percent (15%).

"Redevelopment Costs" has the meaning given that term by O.C.G.A. § 36-44-3(8) and as used in this Agreement, means Redevelopment Costs of the TAD Project and any other Redevelopment Costs (as defined in the Redevelopment Powers Law) contemplated by this Agreement.

"Redevelopment Plan" means the City of Columbus River District Redevelopment Plan: 6<sup>th</sup> Avenue/Liberty District, Uptown and 2<sup>nd</sup> Avenue/City Village Tax Allocation Districts, which was approved by Columbus pursuant to the TAD Resolution on March 15, 2016, following a public hearing

as required by law, as may be amended from time to time.

"Redevelopment Powers Law" means the Redevelopment Powers Law, O.C.G.A. §36-44-1, *et seq.*, as may be amended from time to time.

"Reimbursement Costs" means categories of Redevelopment Costs for which Columbus has agreed to reimburse Advances from the Tax Allocation District #3 Fund as shown on <a href="Schedule D-2">Schedule D-2</a> attached hereto.

"Requisition" means a requisition document providing the information concerning all TAD Project expenditures information in form that complies with the requirements of this Agreement and is otherwise reasonably satisfactory to the Columbus Finance Director.

"Riverfront Place Project" means the project to be constructed on the Site, as more fully described in <u>Schedule B-1</u> hereto, as such Schedule may be amended or modified from time to time. The Riverfront Place Project includes the Vertical Development and the TAD Project.

"Riverfront Place Project Completion Date" means the date of substantial completion of the Riverfront Place Project.

"Riverfront Place Tract" means the Site, also being the parcel within the Site Plan identified on <u>Schedule A-2</u> on which Developer shall construct the Riverfront Place Project.

"Riverfront Place Project Construction Schedule" means the schedule utilized for construction of the Riverfront Place Project as set forth in <u>Schedule C-1</u>, as such Schedule was amended or modified from time to time, including any Project Modifications or Material Modifications.

"Site" means the real property on which the Riverfront Place Project is to be located, within the Uptown TAD, as more specifically identified in Schedule A-1 hereto.

"Site Plan" means the plan utilized for development of the Riverfront Place Project as more specifically identified in <u>Schedule A-2</u> hereto.

"State" means the State of Georgia.

"TAD Project" means those improvements identified and more fully described in <u>Schedule B-2</u> hereto as such Schedule may be amended or modified from time to time, including the Riverfront Place Project (but not including the Vertical Development), the costs of which have been advanced by Developer and to be reimbursed to Developer from the Tax Allocation District #3 Fund as contemplated by this Agreement.

"TAD Project Budget" means the projected cost for acquisition, financing, and construction of the TAD Project as set forth in <u>Schedule D-2</u> hereto, as such Schedule may be amended or modified from time to time, including any Project Modifications.

"TAD Project Completion Date" means the date of substantial completion of the TAD Project (as evidenced by delivery by Developer to Columbus of the certificate contemplated in Section 4.1(d)).

"TAD Project Construction Schedule" means the schedule utilized for construction of the TAD

Project as set forth in <u>Schedule C-2</u>, as such Schedule was amended or modified from time to time, including any Project Modifications or Material Modifications.

"TAD Resolution" means Resolution No. 71-16 duly adopted by the Columbus Council on May 15, 2016, following a public hearing as required by law, pursuant to which Columbus approved the Redevelopment Plan and created the Uptown TAD.

"Tax Allocation District #3 Fund" means the Tax Allocation District Fund established by Columbus for the collection of Tax Allocation Increment and payment of Disbursements as permitted under this Agreement.

"Tax Allocation Increment" means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real property within the Uptown TAD attributable to the ad valorem millage rate levied annually by Columbus (which was 40.481 mils in 2020).

"Title Policy" means the title insurance policy issued by a nationally recognized title company with respect to the Site.

"Uptown TAD" means that Tax Allocation District No. 3 created by Columbus effective December 31, 2016, pursuant to the Redevelopment Powers Law and the TAD Resolution and as further described in the Redevelopment Plan.

"Vertical Development" means the remaining improvements constructed or to be constructed as part of the Riverfront Place Project, but specifically excluding the TAD Project

**Section 2.2** *Singular and Plural.* Words used herein in the singular, where the context so permits, also include the plural and vice versa. The definitions of words in the singular herein also apply to such words when used in the plural where the context so permits and vice versa.

### ARTICLE III REPRESENTATIONS AND WARRANTIES

**Section 3.1** *Representations and Warranties of Developer. Developer* hereby represents and warrants to Columbus that:

- (a) <u>Organization and Authority</u>. Developer is in good standing and authorized to transact business in the State of Georgia. Developer's officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Due Authorization, Execution and Delivery</u>. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding, and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to

general principles of equity.

- (c) <u>Organizational Documents</u>. Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to Columbus, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.
- (d) <u>Financial Statements</u>. Certification of the good standing of Developer from the Georgia Secretary of State; and Developer's statement regarding its current financial condition and ability to complete the proposed development will fairly present the financial condition of Developer as of the dates thereof, and all other written information furnished to Columbus by Developer, to Developer's actual knowledge, will be accurate, complete, and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.
- (e) Environmental. Developer has no actual knowledge *except as disclosed in the Environmental Report:* (i) of the presence of any Hazardous Substances on the Site, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Site, or any portion thereof, (ii) of the presence of any PCB transformers serving, or stored on, the Site, or any portion thereof, or (iii) of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.
  - (f) <u>Bankruptcy</u>. No Act of Bankruptcy has occurred with respect to Developer.
- (g) <u>No Litigation</u>. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.
- (h) No Undisclosed Liabilities. Neither Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Riverfront Place Project and leases in connection with the leasing of the Riverfront Place Project. Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.
- (i) <u>Tax Matters</u>. Developer has prepared and filed in a substantially correct manner all federal, state, local, and foreign tax returns and reports heretofore required to be filed by them and have paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of Developer for the purpose of determining whether such a deficiency should be asserted against Developer.
- (j) <u>ERISA and Related Matters</u>. Developer does not maintain any retirement or deferred compensation plan, savings, incentive, stock option or stock purchase plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or

hospitalization program or any other fringe benefit arrangement for any employee, consultant or agent of Developer, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an "Employee Benefit Plan" (as defined in §3(3) of ERISA). Developer does not maintain nor has Developer ever contributed to any Multiemployer Plan (as defined in §3(37) of ERISA). Developer does not currently maintain any Employee Pension Benefit Plan subject to Title IV of ERISA. There have been no "prohibited transactions" (as described in §406 of ERISA or §4975 of the Internal Revenue Code) with respect to any Employee Pension Benefit Plan or Employee Welfare Benefit Plan maintained by Developer as to which Developer has been a party.

- (k) <u>Principal Office</u>. The address of Developer's principal place of business is 1017 Front Avenue, Columbus, Georgia 31901.
- (1) <u>Licenses and Permits</u>. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Riverfront Place Project, without known conflict with any rights of others.
- (m) <u>Project Location</u>. The Riverfront Place Project is located wholly within Columbus and further, wholly within the Uptown TAD.
- (n) <u>Utilities</u>. All utility services necessary and sufficient for the construction and operation of the Riverfront Place Project will at all appropriate times be available through dedicated public rights of way or through perpetual private easements.
- (o) <u>Plans</u>. Developer has furnished to Columbus true and complete sets of the Plans, subject to modifications and amendments. The Plans so furnished to Columbus comply with all applicable governmental requirements, all applicable Project Approvals, and all restrictions, covenants and easements affecting the TAD Project.
- (p) <u>Funding Sources for Project Financing</u>. Developer, at its own cost, secured or will timely secure the necessary financing for construction of the TAD Project.
- (q) <u>Liens</u>. Other than as disclosed in writing to Columbus, there are no material liens of laborers, subcontractors, or materialmen on or respecting the TAD Project on the Effective Date.
- (r) <u>Construction Schedules</u>. The Riverfront Place Project Construction Schedule and the TAD Project Construction Schedule, as provided in Schedules C-1 and C-2, accurately reflect the schedule of construction of the Riverfront Place Project and the TAD Project, respectively.
- (s) <u>Budget</u>. The TAD Project Budget, attached hereto as Schedule D-2, accurately reflects the estimated expenditures for the TAD Project.
- (t) <u>Title</u>. As of the Effective Date, Developer holds fee simple title to the parcels on which the Riverfront Place Project is located.
- **Section 3.2** *Representations and Warranties of Columbus.* Columbus hereby represents and warrants to Developer that:

- (a) <u>Organization and Authority</u>. Columbus is a consolidated government duly created and existing under the laws of the State. Columbus has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.
- (b) <u>Due Authorization</u>, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Columbus, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Columbus as a condition to the valid execution, delivery, and performance by Columbus of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding, and enforceable obligation of Columbus in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.
- (c) <u>No Litigation</u>. There are no actions, suits, proceedings, or investigations of any kind pending or threatened against Columbus before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.
- (d) <u>TAD Resolution</u>. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption except by Resolution No. 140-16, adopted May 10, 2016, which authorized the execution of a Memorandum of Understanding with the Muscogee County School District for all school tax millage to be added to the TAD increment. No amendment of or supplement to the TAD Resolution is contemplated by Columbus.
- (e) <u>Redevelopment Agent</u>. Columbus has been duly designated as Redevelopment Agent for the Uptown TAD as contemplated by the Redevelopment Powers Law.
- **Section 3.3** *Parties to Cooperate.* The parties hereto acknowledge that they are entering into this Agreement based on projections that the Riverfront Place Project will generate Tax Allocation Increment in at least the amounts shown on <u>Schedule E</u> hereto. Columbus, Developer will cooperate as provided in this Agreement in order to ensure that Tax Allocation Increment generated by the Riverfront Place Project in the Uptown TAD are collected and deposited into the Tax Allocation District #3 Fund in accordance with the terms of this Agreement, thereby permitting reimbursement of Reimbursement Costs advanced by Developer in connection with the TAD Project as contemplated by this Agreement.
- **Section 3.4** Payment of Administrative Fee and Expenses. Developer acknowledges and agrees that Columbus shall be entitled to an Administrative Fee and to be reimbursed its professional, legal, and administrative expenses reasonably incurred from the Tax Allocation District #3 Fund and such payments shall have the first priority of payment from the Tax Allocation District #3 Fund. In the event that in any year there are insufficient funds in the Tax Allocation District #3 Fund to pay such fees and expenses, the unpaid amounts shall accrue and be payable from the first available future deposits into the Tax Allocation District #3 Fund. Such fees shall be determined on an annual basis and shall not exceed \$5,000 per year for each entity that is a party to a development agreement with rights to payment from the Tax Allocation District #3 Fund.

### ARTICLE IV DEVELOPMENT AND CONSTRUCTION

**Section 4.1** Construction of the TAD Project and Riverfront Place Project.

- (a) Developer shall develop and construct the TAD Project in substantial conformance with the Plans and the descriptions thereof set forth in <u>Schedules A-2 and B-2</u>, which will be used as the basis for reimbursement of Advances under Section 6.2.
- (b) Developer shall construct the TAD Project and the Riverfront Place Project in accordance with all applicable Legal Requirements.
- (c) Developer shall develop and construct the Riverfront Place Project in substantial conformance with the Plans and the descriptions thereof set forth in <u>Schedules A-2 and B-2</u> which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 5.1. Columbus agrees to use commercially reasonable efforts to assist Developer with the Riverfront Place Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.
- (d) Developer shall provide Columbus with a final cost summary of all costs and expenses associated with the Riverfront Place Project, a certification that the Riverfront Place Project has been completed, and evidence that all amounts owing to contractors and subcontractors have been paid in full evidenced by customary affidavits executed by such contractors.
- **Section 4.2** Approvals Required for the Project. Developer has obtained or will duly obtain all necessary Project Approvals for the TAD Project and, upon its completion, shall certify to Columbus that the Riverfront Place Project complies with all Legal Requirements of any governmental body regarding the use or condition of the TAD Project and the Riverfront Place Project.
- **Section 4.3** *Unreasonable Delay or Abandonment; Cessation of Work. Developer* shall use all commercially reasonable efforts to complete the Riverfront Place Project and the TAD Project in the timeframes stated in <u>Schedules C-1 and C-2</u>, subject to delays that are out of Developer's control, including without limitation, material acquisition, labor shortage, weather delays, etc., or other matters of Force Majeure. Developer shall not halt construction or work on the Riverfront Place Project or the TAD Project for more than thirty (30) days, subject to matters of Force Majeure. In the event construction or work on the Riverfront Place Project or the TAD Project is halted for more than thirty (30) days, Columbus shall provide, in a written notice, Developer thirty (30) days to continue the construction or work, subject to matters of Force Majeure. Should Developer fail to continue construction or work, subject to matters of Force Majeure, Developer shall be considered in default of this Agreement.

### ARTICLE V DUTIES, RESPONSIBILITIES AND SPECIAL COVENANTS OF DEVELOPER

**Section 5.1** *Modifications.* 

- (a) Material Modifications. Developer shall certify to Columbus that no material modification will be made to the TAD Project or the Riverfront Place Project, except as disclosed on Schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Developer to Columbus.
- (b) Project Modifications. Developer shall certify to Columbus that there will be no Project Modifications, as defined herein, not noted on schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Developer to Columbus, and that any modification to the TAD Project Budget as a result of such Project Modification shall be reflected on an updated Budget to be presented to Columbus.
- **Section 5.2** *Completion of the Project. Developer* shall complete construction of the TAD Project substantially in accordance with <u>Schedules C-1 and C-2</u> in a good and workmanlike manner free and clear of all liens and claims for materials supplied or for labor or services performed, subject to any lawful protest in accordance with Section 5.7.
- **Section 5.3** *Compliance with Documents. Developer* shall remain in compliance with its obligations and covenants in the loan documents, if any, pursuant to which amounts were or are to be loaned or otherwise made available to Developer to finance construction of the TAD Project and the Riverfront Place Project.
- **Section 5.4** *Litigation. Developer* will notify Columbus in writing, within fifteen (15) business days of its having actual knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the TAD Project, in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify Columbus in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition or operation of Developer or the TAD Project.
- **Section 5.5** *Maintenance of the Project.* During the term of this Agreement, maintenance of the TAD Project and Riverfront Place Project will be the responsibility and burden of Developer, or its successors or assigns.
- **Section 5.6** *Records and Accounts. Developer* has and will keep true and accurate records and books of account in connection with the TAD Project in which full, true, and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.
- **Section 5.7** *Liens and Other Charges. Developer* has paid and discharged, or will cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the TAD Project unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the TAD Project.
- **Section 5.8** Compliance with Laws, Contracts, Licenses, and Permits. Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it, in connection with the TAD Project, may be bound, and all restrictions, covenants and easements affecting the TAD Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership,

use or operation of the TAD Project.

**Section 5.9** *Laborers, Subcontractors and Materialmen. Developer*, at Columbus's request, shall furnish to Columbus final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5,000.00 to the projects.

**Section 5.10** *Taxes*. To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Site, the Riverfront Place Project, and the TAD Project, or upon the revenues, rents, issues, income and profits of the Riverfront Place Project and the TAD Project, or arising in respect of the occupancy, use or possession thereof, and will provide to Columbus, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

**Section 5.11** *Insurance*. To the extent of its interest therein, Developer will keep the TAD Project and the Riverfront Place Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations. During the terms of this Agreement, a Certificate of Liability Insurance shall be furnished annually to the City to include endorsements for, at minimum, \$1 million in bodily injury and property damage coverage as a combined single limit for each occurrence with a \$2 million annual aggregate in reference to the following types of insurance: General Liability for Premises/Operations, Independent Contractors and Sub-Contractors, and Umbrella/Excess Liability.

**Section 5.12** Further Assurances and Corrective Instruments. Columbus and Developer agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

**Section 5.13** *Performance by Developer. Developer* will perform all acts to be performed by it hereunder and will refrain from knowingly taking or omitting to take any action that would materially violate Developer's representations and warranties hereunder or render the same materially inaccurate as of the Effective Date and subsequent Requisition dates or that in any material way would prevent the consummation of the transactions contemplated hereby in accordance with the terms and conditions hereof.

**Section 5.14** Restrictions on Easements and Covenants. Except for Permitted Exceptions, Developer will not create or suffer to be created or to exist any easement, right of way, restriction, covenant, condition, license or other right in favor of any Person which, in Developer's reasonable judgement, materially and adversely affects or might reasonably be expected to materially and adversely affect title to the TAD Project or the Riverfront Place Project or the use and occupancy thereof or any part thereof without obtaining the prior approval of Columbus (such approval not to be unreasonably withheld, conditioned or delayed), other than easements and rights of ways customary for utilities which do not materially and adversely affect the use of the TAD Project or the Riverfront Place Project for its intended purposes.

**Section 5.15** Access to the Site. Upon a minimum of five (5) days' notice from Columbus, Developer will permit persons designated by Columbus to access the Site and to discuss the status of the TAD Project and the Riverfront Place Project with representatives of Developer, all in such detail and at such times as Columbus may reasonably request. All such access must be during normal business

hours and in a manner that will not unreasonably interfere with activities of the TAD Project, or the Riverfront Place Project or with Developer's business operations generally. Columbus must be accompanied by a representative of Developer during any access contemplated by this Section.

### **Section 5.16** *Delivery of Documents.* Developer shall deliver to Columbus the following:

- (a) Most recent plat of the Site;
- (b) Title Policy, including any Permitted Exceptions;
- (c) Corporate Resolutions authorizing Developer to enter into this Agreement (see Section 3.1(b)); and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State; and Developer's statement regarding its current financial condition and ability to complete the proposed development.
- **Section 5.17** *Scope of Developer Commitments.* All representations, warranties and obligations of Developer hereunder shall be personal to Developer, and in no event shall Developer be deemed to be in default of any representation, warranty, or other obligation under this Agreement as a result solely of the noncompliance by any other property occupant of a portion of a property located in the Uptown TAD with the terms of this Agreement; provided, however, if this Agreement is assigned pursuant to Section 9.5, any successor in interest to Developer shall be bound by all of the obligations of Developer, as set forth herein and the Developer set forth herein shall be released therefrom.

### ARTICLE VI ADVANCES, DISBURSEMENT AND REIMBURSEMENT

#### **Section 6.1** *Advances*.

- (a) Developer, in its sole discretion as to timing and amount, may make or cause to be made Advances in connection with the TAD Project.
- (b) Developer may submit Requisitions to Columbus for its review and approval for reimbursement for any such Advances as described in Section 6.2.
- **Section 6.2** *Disbursements*. Subject to compliance by Developer with all of the terms and conditions of this Agreement, the funds deposited into the Tax Allocation District #3 Fund will be available for disbursement to Developer for reimbursement of Advances in connection with the TAD Project at such times and in such amounts as determined (each a "Disbursement") in accordance with the following procedures:
- (a) Requisition: Developer will submit a Requisition and invoice to Columbus annually. The Requisition will include (i) the TAD Project Budget and the itemized schedule of values prepared by the General Contractor, or Developer of the total Reimbursement Costs for which amounts on deposit in the Tax Allocation District #3 Fund are requested (the "Schedule of Values"), and (ii) all costs incurred for construction and non-construction expenses for the Reimbursement Costs from the date of the previous Requisition to the date of the current annual Requisition, which Reimbursement Costs

have been itemized under the applicable line items of the TAD Project Budget as set forth in Exhibit D-2. The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The total Reimbursement Costs over the term of the agreement shall not exceed \$52,000,000.00, and no annual requisition/invoice shall exceed \$2,900,041.

- (b) *Supporting Evidence*. All Requisitions must be accompanied by evidence in form and content reasonably satisfactory to Columbus (including, but not limited to, certificates and affidavits of Developer) showing:
  - (i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested (other than land valuation as set forth on Schedule D-1 and construction interest);
  - (ii) That all construction has been conducted substantially in accordance with the Plans (and all changes thereto approved by Columbus or otherwise permitted pursuant to the terms hereof); and
  - (iii) That there are no liens outstanding against the TAD Project except for (A) those set forth in the Title Policy, (B) inchoate liens for property taxes not yet due and payable, (C) liens being contested in accordance with the terms and conditions set forth in applicable law, and (D) loans for the construction of the TAD Project.
- (c) City Review. The construction for which Reimbursement Costs are included in any Requisition must be reviewed and approved by Columbus or its appointed consultant to verify the issuance of approval of the construction as required by law, the cost of completed construction, and compliance with the Plans as required by law, such review to be promptly performed and such approval not to be unreasonably withheld, conditioned or delayed.
- (d) *Requisition Term*. Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods beyond twenty-five (25) years after the effective date of this Agreement be used to satisfy outstanding balances due Developer, if any. Obligations due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer as listed in <u>Schedule D-2</u> or (ii) twenty-five (25) years after the effective date of this Agreement.

### **Section 6.3** *Limited Liability.*

- (a) The payment of all obligations required by be paid by Columbus under this Agreement shall be special or limited obligations of Columbus payable only from the Tax Allocation District #3 Fund. Columbus will have no liability to honor any Requisition except from amounts on deposit in the Tax Allocation District #3 Fund.
- (b) To the extent permitted by State law, no director, officer, employee or agent of Columbus will be personally responsible for any liability arising under or growing out of the Agreement.
- (c) Columbus will not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer as otherwise permitted under this Agreement.

- (d) The maximum term of the Agreement shall not exceed twenty-five (25) years from its effective date, and its total liability under the Agreement will not exceed the Reimbursement Costs of \$52,000,000.00.
- **Section 6.4** *Reimbursement.* Provided that there is positive Tax Allocation Increment in the Tax Allocation District #3, properly requisitioned and invoiced Reimbursement Costs will be reimbursed in twenty annual payments subject to the following conditions:
- (a) Annual Payments. To the extent that it is available in the Tax Allocation District #3 Fund after the deduction of administrative costs for all outstanding development agreements in effect in Tax Allocation District #3, Columbus shall provide funding to Developer with annual payments in the amount as set forth on Schedule F for all amounts supported by an approved Requisition. Each year, Developer shall provide a Requisition for any additional costs incurred since the approval of the previous requisition and invoice for the total requested annual payment to the Finance Director. Provided, however, in the event that other Tax Allocation District #3 projects are also entitled to scheduled funding in the same year, and the funds are inadequate to make all scheduled payments after the deduction of administrative expenses, then each project shall receive its proportionate share based on the amount its scheduled payment due that year bears to the total amount of scheduled payments due that year for all projects. For any year in which the Tax Allocation District #3 Fund is insufficient to make the full annual payment due Developer, a shortfall shall accrue to the Developer in the amount of the deficiency ("Accrued Shortfall").
- (b) If an Accrued Shortfall exits at the conclusion of the twenty (20) year schedule set forth in Exhibit F, then Developer will be allowed to recoup up to \$2,756,552 of the Accrued Shortfall each year for five (5) additional years until the shortfall is satisfied. Developer will submit an annual invoice claiming the Accrued Short Fall until the Short Fall is satisfied or the expiration of five years whichever occurs first. Each annual invoice to recoup an Accrued Shortfall will be treated on the same proportionate basis as all scheduled project payments due in that particular year.
- (c) Forfeiture. Notwithstanding anything herein to the contrary, if, following the conclusion of the twenty-fifth year of payments from the Tax Allocation District #3 Fund on the basis set forth above, Developer shall forfeit any amounts set forth in Schedule F that have not been recouped in accordance with the terms set forth above by that date except to the extent that any such failure to recoup is caused by a default by Columbus under this Agreement, in which event no such amounts shall be forfeited and Developer shall have the right to recoupment thereof.

### ARTICLE VII INDEMNIFICATION

**Section 7.1** *Indemnification. Developer* will defend, indemnify, and hold Columbus and its agents, employees, officers, and legal representatives (collectively, the "Indemnified Persons") harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the "Losses") for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the TAD Project. Notwithstanding anything to the contrary in this Article, (a) Developer's indemnification obligation under this Article is limited to the greater of \$3,000,000.00 or the policy limits available under the insurance policies required under Section 5.10; (b) Developer will not be obligated to indemnify any Indemnified Person for the Indemnified Person's

own negligence, recklessness, or intentional act or omission.

**Section 7.2** *Notice of Claim.* If an Indemnified Person receives notice of any claim or circumstance which could give rise to Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the Losses, together with copies of any written documentation included with such notice received by the receiving party. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the ten business-day period, such Indemnified Person shall be deemed to have waived any right to such indemnification.

**Section 7.3** *Defense.* Developer may assume and control the defense of the claim based on the Losses at its own expense with counsel chosen by Developer. Developer will also control any negotiations to settle the claim. Within ten (10) business days after receiving written notice of the indemnification request, Developer will advise the Indemnified Person as to whether or not it will defend the claim. If Developer does not assume the defense, the Indemnified Person will assume and control the defense and all defense expenses actually and reasonably incurred by it will constitute Losses.

**Section 7.4** *Separate Counsel.* If Developer elects to defend a claim, the Indemnified Person may retain separate counsel, at the sole cost and expense of such Indemnified Person, to participate in (but not control or impair) the defense and to participate in (but not control or impair) any settlement negotiations. Developer may settle the claim without the consent or agreement of the Indemnified Person, unless the settlement (i) would result in injunctive relief or other equitable remedies or otherwise require the Indemnified Person to comply with restrictions or limitations that adversely affect the Indemnified Person, (ii) would require the Indemnified Person to pay amounts that Developer does not fund in full, or (iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 7.5** *Survival.* The provisions of Article VII will remain in effect until the expiration of two (2) years after certification of completion of the TAD Project.

### ARTICLE VIII DEFAULT

### **Section 8.1** *Default by Developer.*

- (a) Until delivery of the certificate of completion for the TAD Project contemplated in Section 4.1, the following will constitute a "Default" by Developer:
  - (i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions, or obligations set forth in this Agreement following all applicable notice and cure periods; or
    - (ii) An Act of Bankruptcy of Developer.

- (b) Until two (2) years after delivery of the certificate of completion for the TAD Project contemplated in Section 4.1, the following will constitute a "Default" by Developer:
  - (i) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to Columbus and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate, or misleading in any material and adverse respect as of the date such representation or warranty is made; or
  - (ii) Any material report, certificate, or other document or instrument furnished to Columbus by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate, or misleading in any material and adverse respect as of the date furnished; or if any report, certificate, or other document furnished to Columbus on behalf of Developer, to the extent that Developer knows such document is false, inaccurate, or misleading in any material and adverse respect and fails to promptly report such discrepancy to Columbus.
- **Section 8.2** *Remedies.* If a Default by Developer occurs and is continuing thirty (30) days after receipt of written notice to Developer from Columbus specifying the existence of such Default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period, and Developer begins to diligently pursue the cure of such Default within such 30-day period), the Default will become an "Event of Default," and Columbus will be entitled to elect any or all of the following remedies:
- (a) Subject to the final sentence in this Section, terminate this Agreement and discontinue further funding hereunder;
- (b) Seek any remedy at law or in equity that may be available as a consequence of Developer's default;
  - (c) Pursue specific performance of this Agreement or injunctive relief; or
  - (d) Waive such Event of Default.

Upon termination of this Agreement as provided in this Section, none of the parties hereto will have any further rights, duties, or obligations hereunder except that all amounts due to Developer for unreimbursed Advances will continue to be payable to Developer under the terms of this Agreement.

- **Section 8.3** *Remedies Cumulative*. Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.
- **Section 8.4** Agreement to Pay Attorneys' Fees and Expenses. In the event of an Event of Default by Developer, if Columbus employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to Columbus, as applicable, the reasonable fees of such attorneys actually incurred and such other reasonable expenses so incurred by Columbus, the amount of such fees of attorneys to be without regard to any statutory presumption.
- **Section 8.5** *Default by Columbus*. The following will constitute a default by Columbus: Any material breach by it of any representation made in this Agreement or any material failure by it to

observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be cured within said 30-day period, the same will not constitute a default hereunder if corrective action is promptly instituted by the defaulting party or on behalf of the defaulting party, but in any event within said 30-day period, and is being diligently pursued.

**Section 8.6** Remedies Against Columbus. Upon the occurrence and continuance of a default by Columbus hereunder, Developer may seek specific performance of this Agreement or pursue any other remedies available at law or in equity.

### ARTICLE IX MISCELLANEOUS

**Section 9.1** *Term of Agreement.* This Agreement will commence on the Effective Date and will terminate on the earlier to occur of the date on which all Reimbursement Costs for the TAD Project have been fully reimbursed to Developer as listed in <u>Schedule D-2</u> from the Tax Allocation District #3 Fund or twenty-five (25) years after the Effective Date.

**Section 9.2** *Notices*. Any notice sent under this Agreement (except as otherwise expressly required) must be written and mailed or sent by overnight courier or personally delivered to an officer of the receiving party at the following addresses:

### If to Developer:

Riverfront Place, LLC Attn: Pace Halter 1017 Front Avenue Columbus, Georgia 31901 Email: phalter@wcbradley.com

### With a copy to:

Alex Chan, Associate General Counsel W.C. Bradley Co. P.O. Box 140 Columbus, GA 31902 E-mail: achan@wcbradley.com

#### If to Columbus:

City Manager P.O. Box 1340 Columbus, GA 31902

### With copies to:

City Attorney P.O. Box 1340 Columbus, GA 31902 Finance Director P.O. Box 1340 Columbus, GA 31902

Each party may change its address by written notice in accordance with this Section. Any communication addressed and mailed or sent by overnight courier or personally delivered in accordance with this Section will be deemed to be given when receipted for by, or actually received by the party identified above.

**Section 9.3** Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power, or privilege hereunder will operate as a waiver thereof.

**Section 9.4** *Invalidity*. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

**Section 9.5** *Successors and Assigns.* Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of Columbus, provided that Developer may, without the consent of Columbus, assign all or any portion of this Agreement and its rights and obligations hereunder and interests herein to:

- (i) Any Affiliate of it or to any entity which controls, is controlled by or under common control with it, including without limitation to Developers-Investors, Inc., a Georgia corporation, and/or WCB Residential, LLC, a Georgia limited liability company, affiliates of Developer;
  - (ii) Any purchaser of all or any part of the Riverfront Place Project; or
  - (iii) Any lender providing financing for all or any part of the Riverfront Place Project.

Developer will provide written notice to Columbus of any such assignment. Upon any such assignment by Developer, Developer will be deemed released from such obligations and the assignee shall assume such rights, interests, obligations, representations, and warranties pursuant to this Agreement. As contemplated in Section 9.5(iii), above, Developer may collaterally assign this Agreement and its rights and obligations hereunder and interest herein, without the consent of Columbus, to a lender to secure any acquisition, development, or loan for the TAD Project or the Riverfront Place Project, but in the event of such an assignment to facilitate financing pursuant to Section 9.5(iii), Developer will remain responsible for all rights, interests, obligations, representation and warranties under this Agreement previously assumed under this Agreement until such time that such lender exercises its rights under such assignment and takes title to such portion of the Riverfront Place Project.

**Section 9.6** *Schedules; Titles of Articles and Sections.* The Schedules attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such Schedules and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to a Schedule will be considered a reference to the applicable Schedule attached

hereto unless otherwise stated.

**Section 9.7** *Applicable Law.* This Agreement is a contract made under and will be construed in accordance with and governed by the laws of the United States of America and the State of Georgia. Venue shall be in Columbus, Georgia.

**Section 9.8** *Entire Agreement*. This written agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**Section 9.9** Approval by the Parties. Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties, the parties agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

**Section 9.10** Additional Actions. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may be necessary or appropriate, from time to time, to carry out the terms, provisions and intent of this Agreement and to aid and assist each other in carrying out said terms, provisions and intent.

[Remainder of Page Intentionally Left Blank; Signatures on Following Page]

as of the day of, 2024.	ed this instrument to be duly executed
COLUMBUS, GEORGIA, a public body corporate and politic of the State of Georgia	
By: Its: City Manager	
Attest: Its: Clerk of Council	
RIVERFRONT PLACE, LLC, a Georgia limited liability company	
By: Pace M. Halter, President and COO/Manager	

### **SCHEDULE A-1**Site Description

### **Legal Description**

All that certain tract or parcel of land being a part of City Blocks 49 & 50, and Parcel 300A-2, per Plat Book 166, Page 50, recorded in the Office of the Clerk of Superior Court, Columbus, Muscogee County, Georgia, containing 0.16 acre (6,901 sq. ft), and being more particularly described as follows:

Commencing at the intersection of the South right-of-way of 13th Street and the East right-of-way of Front Avenue, run thence along the East line of Front Avenue, South 00 degrees 48 minutes 53 seconds West 161.65 feet to the North side of an alley, also being the POINT OF BEGINNING; thence South 89 degrees 42 minutes 07 seconds East 147.78 feet; thence North 00 degrees 44 minutes 38 seconds East 35.60 feet; thence South 89 degrees 19 minutes 25 seconds East 21.96 feet; thence South 00 degrees 48 minutes 04 seconds West 59.98 feet; thence North 88 degrees 48 minutes 32 seconds West 6.01 feet; thence South 00 degrees 44 minutes 38 seconds West 46.33 feet; thence South 88 degrees 48 minutes 32 seconds East 136.00 feet to the West right-of-way of Broadway; thence along the West right-of-way of Broadway, South 00 degrees 44 minutes 38 seconds West 13.83 feet; thence departing said right-of-way, North 89 degrees 15 minutes 22 seconds West 142.14 feet; thence North 00 degrees 44 minutes 38 seconds East 20.25 feet; thence North 89 degrees 16 minutes 41 seconds West 30.08 feet; thence North 00 degrees 07 minutes 01 second West 53.27 feet; thence North 89 degrees 42 minutes 07 seconds West 126.52 feet to the East right-of-way of Front Avenue; thence along the East rightof-way of Front Avenue, North 00 degrees 07 minutes 50 seconds East 11.87 feet to the POINT OF BEGINNING

Schedule A-1
Riverfront Place TAD Agreement

## SCHEDULE A-2 Site Plan



DEVELOPER RESERVES THE RIGHT TO MODIFY PLANS AS PRESENTED INSOFAR AS ASSUMPTIONS AND FINANCIAL CALCULATIONS ARE NOT MATERIALLY IMPACTED

# SCHEDULE B-1 Riverfront Place Project Description

Developer is proposing the creation of Riverfront Place on a prominent site within the Uptown District of Columbus – located between the Chattahoochee River front, Broadway,13th and 14th Streets. Riverfront Place will be a vibrant mix of several land uses including rental apartments, office space, retail space, a hotel and a park, with underground parking to service the site.
□ Rental Apartments—226 one-, two-, and three-bedroom apartment units in five stories above ground floor retail. The units will offer a full range of amenities appealing to renters looking to enjoy urban living in the Uptown District.
☐ Office—195,000 SF of modern office space, which will be designed to appeal to a wide-range of office tenants seeking a location in the Uptown District with is unique set of amenities and services.
□ Retail—45,000 SF of ground floor retail space in the development. Current plans call for an urban grocery store occupying much of the space, with the remaining retail space designed for a mix of retail and restaurant uses.
☐ Hotel—107-room Hotel Indigo located in mixed use setting which allows it to benefit from its proximity to the River as well as the many amenities of Riverfront Place and the Uptown District.
☐ Riverfront Park—Mathews D. Swift Park- An urban park adjacent to the planned hotel for use of the residents and tenants of Riverfront Place, and an important public gathering space.
☐ Structured Parking—1,200 +/ - structured parking spaces provided to address the parking requirements of Riverfront Place.

## SCHEDULE B-2 TAD Project Description

TAD funding would be primarily used to off-set the substantial cost of constructing an underground parking deck for the mixed-use development, creation of Mathews D. Swift Park, and other infrastructure improvements.

Schedule B-2
Riverfront Place TAD Agreement
- Page 115 -

# SCHEDULE C-1 Riverfront Place Project Schedule

AMENDED RIVERFRONT PLACE MIXED USE DEVELOPMENT SCHEDULE					
Commonanto	Unito/Doomo	er.	Total CF	Timain a	
Components	Units/Rooms	SF	Total SF	Timing	
Apartments	226	1,050	237,300	2021-2024	
Office		195,000	175,000	2021-2024	
Grocery		29,000	29,000	2021-2024	
Other Retail		16,000	16,000	2021-2024	
Hotel	107		75,000	2019-2021	
Structured Parking				2021-2024	
Source: W.C. Bradlev	Co. Real Estate				

# SCHEDULE C-2 TAD Project Schedule

RIVERFRONT PLACE TAD FUNDING SCHEDULE	
Riverfront Park	2019-2024
Shared Site Cost	2019-2024
Dragon Fly Trail connection to Riverwalk, fire access	2019-2022
Surveying	2019-2024
Soft CostLandscape Architect/Civil Engineer	2019-2024
Permit Fees	2019-2024
Site Inspection Fees	2019-2024
Public Art	2019-2024
Parking Structure	2021-2024
Source: W. C. Bradley Real Estate	

# SCHEDULE D-1 Riverfront Place Project Budget

A	MENDED RIVERF	RONT PLA	CE MIXED USE DI	EVELOPMENT	
				Cost Per	
Components	Units/Rooms	SF	Total SF	Unit/Room/SF	Cost
Apartments	226	1,050	237,300	\$239,381	\$ 54,100,000
Office		175,000	175,000	\$295	\$ 51,700,000
Grocery		29,000	29,000	\$204	\$ 5,928,894
Other Retail		16,000	16,000	\$204	\$ 3,271,106
Total SF/Cost			457,300		\$ 115,000,000
Hotel	107		75,000	\$264,486	\$ 28,300,000
<b>Total Development</b>					\$ 143,300,000
Structured Parking					
Residential			271		
Office			560		
Retail			157		
Hotel			110		
<b>Total Spaces</b>			1,098	\$ 50,455	\$ 55,400,000
<b>Total Project Cost</b>					\$ 198,700,000

Source: W.C. Bradley Co. Real Estate/KBA Group

# SCHEDULE D-2 TAD Project Budget

RIVERFRONT PLACE TAD FUNDING BU	JDGE	T
Riverfront Park	\$	1,780,440
Shared Site Cost	\$	2,203,823
Dragon Fly Trail connection to Riverwalk, fire access	\$	630,897
Surveying	\$	5,000
Soft Cost-Landscape Architect/Civil Engineer	\$	150,000
Permit Fees	\$	5,000
Site Inspection Fees	\$	25,000
Public Art	\$	250,000
Parking Structure	\$	46,949,840
Total	\$	52,000,000

Source: W. C. Bradley Real Estate

SCHEDULE E

<u>Tax Allocation Increment Riverfront Place Estimate</u>

Year	Tax Increment
Dec 1, 2022	\$1,212,242
Dec 1, 2023	\$2,448,729
Dec 1, 2024	\$2,473,217
Dec 1, 2025	\$2,497,949
Dec 1, 2026	\$2,522,928
Dec 1, 2027	\$2,548,157
Dec 1, 2028	\$2,573,639
Dec 1, 2029	\$2,599,375
Dec 1, 2030	\$2,625,369
Dec 1, 2031	\$2,651,623
Dec 1, 2032	\$2,678,139
Dec 1, 2033	\$2,704,921
Dec 1, 2034	\$2,731,970
Dec 1, 2035	\$2,759,289
Dec 1, 2036	\$2,786,882
Dec 1, 2037	\$2,814,751
Dec 1, 2038	\$2,842,899
Dec 1, 2039	\$2,871,328
Dec 1, 2040	\$2,900,041
Dec 1, 2041	\$2,929,041
Total	\$52,172,490
1 Otal	Ψ92,172,770

# SCHEDULE F Projected Schedule of Payments

Payment Date	e Amount
December 15, 2023	\$1,212,242
December 15, 2024	\$2,448,729
December 15, 2025	\$2,473,217
December 15, 2026	\$2,497,949
December 15, 2027	\$2,522,928
December 15, 2028	\$2,548,157
December 15, 2029	\$2,573,639
December 15, 2030	\$2,599,375
December 15, 2031	\$2,625,369
December 15, 2032	\$2,651,623
December 15, 2033	\$2,678,139
December 15, 2034	\$2,704,921
December 15, 2035	\$2,731,970
December 15, 2036	\$2,759,289
December 15, 2037	\$2,786,882
December 15, 2038	\$2,814,751
December 15, 2039	\$2,842,899
December 15, 2040	\$2,871,328
December 15, 2041	\$2,900,041
December 15, 2042	\$2,756,552
Total	\$52,000,000

Schedule F
Riverfront Place TAD Agreement

### **File Attachments for Item:**

### 3. Ignite Pro Hockey, L.L.C. Agreement

Approval is requested to enter into a five-year Agreement with Ignite Pro Hockey, L.L.C. effective May 1, 2025.

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Ignite Pro Hockey, L.L.C. Agreement
AGENDA SUMMARY:	Approval is requested to enter into a five-year Agreement with Ignite Pro Hockey, L.L.C. effective May 1, 2025.
INITIATED BY:	Civic Center

**Background**: Approval is requested to enter into a five-year Agreement with Ignite Pro Hockey, L.L.C. effective May 1, 2025.

<u>Analysis</u>: Ignite Pro Hockey, L.L.C. will bring Professional Hockey back to Columbus, GA. The will provide additional revenue for the Columbus Civic Center.

<u>Financial Considerations</u>: Ignite Pro Hockey, L.L.C. will have 30 home games. The financial impact to the venue would be an increase of revenue for the season of \$75,000 to \$95,000

<u>Legal Considerations</u>: Any lease agreement involving this City requires Council approval.

<u>Recommended /Actions</u>: Approval is requested to enter into a five-year Agreement with Ignite Pro Hockey, L.L.C. effective May 1, 2025.

#### **A RESOLUTION**

NO.	

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A FIVE-YEAR AGREEMENT BETWEEN THE COLUMBUS CIVIC CENTER AND IGNITE PRO HOCKEY, L.L.C.

**WHEREAS, Ignite Pro Hockey, L.L.C.** has agreed to provide a Federal Hockey League team at the Columbus Civic Center; and,

WHEREAS, Ignite Pro Hockey, L.L.C and the Columbus Civic Center shall uphold the recommended contract.

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

That the City Manager is hereby authorized to execute a five-year Agreement between the Columbus Civic Center and Ignite Pro Hockey, L.L.C. in substantially the form attached to this Resolution as Exhibit A.

	<del></del>
<u> </u>	meeting of the Council of Columbus, Georgia, held on the 2024, and adopted at said meeting by the affirmative vote of acil.
Councilor Allen voting District 1 Seat Vacant Councilor Begly voting Councilor Cogle voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor Huff voting Councilor Thomas voting Councilor Tucker voting	
Sandra T. Davis, Clerk of C	ouncil B.H. "Skip" Henderson III, Mayo

#### **AGREEMENT**

This AGREEMENT is made this	day of	, 2025, t	to be effective May 1	, 2025, by
and between Columbus, Georgia,	a consolidated government	("Licensor"),	Ignite Pro Hockey,	L. L.C., a
Georgia limited liability company	("Licensee").			

#### **RECITALS**

- A. The parties hereto enter into a Lease Agreement for Professional Hockey, to be effective as of May 1, 2025, all in accordance herewith and pursuant hereto,
- B. Licensor is the owner of the Columbus Civic Center (the "Civic Center"), which contains an arena that is suitable for playing hockey games, in Columbus, Georgia.
- C. Licensee operates a professional hockey team (the "Team"), which Team is presently sanctioned as a team by the Federal Prospects Hockey League, Inc., its successors or assigns in interest or as franchisee of Team (the "League"). In addition, Licensee promotes and produces Pre-season Games, Regular Season Games, Playoff Games and NHL or other Professional Hockey Exhibition Games such as the FHL All-Star Game or key related entertainment event ("Hockey Events").
- D. Licensor wishes to grant to Licensee certain rights to use the Civic Center, and Licensee wishes to use the Civic Center, all in accordance with and pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto do agree as follows, to-wit:

#### **SECTION 1**

#### **DEFINITIONS**

As used in this Agreement, the following terms shall have the following meanings:

- "Applicable Taxes" means with respect to any revenues, all Applicable Taxes, assessments or fees required by law to be collected in connection with such revenues, excluding any income taxes.
- "Arena" means that part of the Columbus Civic Center that contains a seating bowl, a floor area appropriate for staging League Games and Hockey Events, a hockey playing floor, equipment suitable for playing Hockey Games and related facilities, The Arena seats approximately 7,500 persons for Hockey Games.
- "Concessions" has the meaning set forth in Section 8.1
- "Exclusive Areas" means the following with respect to the Arena. Exclusive Areas are defined as assigned areas mutually agreeable to the Licensor and Licensee and exclusively available to licensee during scheduled Hockey Events only Licensor reserves the right to these "exclusive areas" for other event usage during the hockey season when a Hockey Event is not scheduled in accordance with the terms of this agreement with exception of Licensee office space and equipment room off the loading dock which shall be exclusively available to Licensee throughout the entire hockey season:

- (a) scoreboard system, scoreboard control room, public address system, telescreen and other electronic md computer systems (including all necessary conduits, receptacles and ductwork necessary for the operation thereof);
- (b) media room;
- (c) merchandise areas;
- (d) home hockey team players' lounge;
- (e) visiting hockey team locker room and training room, and
- (f) referees' locker room

"Advertising" means negotiated signage/advertising located or to be located inside the Arena and the Exclusive and Non-Exclusive Areas visible during all events at the Arena.

"League" has the meaning set forth in the Recitals.

"League Game Date" means a date on which a League Game is scheduled to be played.

"League Game" or "Hockey Game" means a game (including pre-season, regular season and post-season) played by the Team at the Arena.

"League Standards" means the rules, regulations, standards and guidelines governing the facility and equipment requirements of the League and its teams, and as such, League Standards as may be amended from time to time hereafter. A copy of the League Standards, and any subsequent revisions to the League Standards, may be attached to this contract as an addendum.

"Licensee Exclusive Areas" means the following:

- (a) Existing office space consisting of a minimum of 2,000 square feet;
- (b) equipment rooms and storage space in the Civic Center suitable for the storage of Team and hockey equipment and supplies during hockey season;
- (c) home hockey team locker room and training room and coaches' and trainers' offices for the Team in the Civic Center during hockey season and in the Rink by mutual agreement of Licensor and Licensee;
- (d) fifty (50) parking spaces to be made available during normal business hours throughout the hockey season located in the west side parking lot of Civic Center;
- (e) During the time period for each Game Date stipulated in 3.1 (a) hereof, Licensee shall also have the sole and exclusive use of the entire west side parking lots of Civic Center, which shall be cordoned off in similar fashion as such areas are presently being blocked off for Hockey Games, Provided, however, that Licensor may request Licensee to relinquish such sole and exclusive use of

such areas, in whole, or in part, at any time or from time to time hereunder) which request shall not be unreasonably withheld by Licensee. In addition, in the event Licensor intends to use the east side parking lot of the Civic Center for non-parking purposes and special events which might compete or conflict with a Hockey Event, then Licensor agrees to coordinate such special usage of the east side parking lot with Licensee, and

(f) Pro Shop RFP to be issued for the 2024-2025 Season and Ignite Pro Hockey, LLC will no longer have exclusive rights.

"Licensor Services" has the meaning set forth in <u>Section 5</u>.

Merchandise Arenas" means all areas in the Arena where merchandise may be sold.

"Non-Exclusive Area" means the following with respect to League Game and Hockey Event days in the Arena:

- (a) outdoor plaza, entryways, stairs, elevators, escalators, concourses, lobbies, exits, sidewalks and passageways;
- (b) parking areas adjacent to the Arena, except only, as is otherwise stipulated for exclusivity purposes in(d) of "Licensee Areas" hereof; and
- (c) lounges, dining areas, banquet rooms, meeting rooms, dressing rooms and hospitality areas, except during Hockey Games and Hockey Events as defined herein, during which games and events such areas shall be held for exclusive use by Licensee only;

"Hockey Event" has the meaning set forth in Section C of the Recitals.

"Hockey Event Day" means a day on which a Hockey Event is conducted at the Arena. It does not include rehearsal, move-in or move-out days, or set-up days,

"Team" means, a professional hockey team and operated by Licensee, which plays all of its home games in the Arena, "Team has the meaning as set forth in Section C of the Recitals.

"Term" has the meaning set forth in Section 2.

"Rink" means a 37,010 square foot free-standing building adjacent to the Arena, having a seating capacity of 350, and located on the west side of the Civic Center.

#### **SECTION 2**

#### **TERM**

- (a) The initial term of this Agreement shall commence on May 1, 2025 and end at midnight on June 1, 2029, unless extended or sooner terminated, all as provided in this Agreement.
- (b) In addition to any rights set forth in Sections 12 or 13 below, Licensee and Licensor shall have the right, to terminate this Agreement for any reason upon the giving of ninety (90) days prior written

notice to the other party, without any further obligation to the other party hereunder, of whatsoever kind and nature. Notwithstanding the forgoing, Licensor's right to terminate may not be exercised to replace the Team with another professional hockey team without the written consent of the Licensee.

#### **SECTION 3**

#### USE OF ARENA BY LICENSEE AND LICENSOR

#### 3.1 Licensee's Use.

- (a) Arena and Exclusive and Non-Exclusive Area Use for League, Games and Practices.
  - one hour after the completion of the League Game, subject to Section 3.7. hereof, Licensee and its personnel, guests and invitees (including holders of tickets of admission' to the Arena, holders of press and media credentials and visiting team personnel) shall have the exclusive possession and use of the Arena and the Exclusive Areas and non-exclusive use of the Non-Exclusive Areas for (the purpose of playing the League Game, and the exhibition thereof, live and by radio, television or any other medium. During all periods for which a Team practice or an Other League Event has been scheduled in the Arena in accordance with <a href="Section 4">Section 4</a>, Licensee and its personnel, guests and invitees shall •have the exclusive possession and use of those components of the Arena and the Exclusive Areas and the non-exclusive use of those components of the Non-Exclusive Areas that are necessary for the conduct of such practice or event.
  - (ii) Licensor shall also provide Licensee with three hours of daily practice time from 9:00 a.m. until 12:00 p.m. including seasonal and playoff practices, and those terms stipulated in Section 4.2 hereof, should any conflict arise in regard to daily practice time in the Arena, then Licensor may substitute, at no cost to Licensee, such daily practice time in the Rink, providing, as much as possible and practicable, either daily practice time pursuant hereto in the Arena or in the Rink.
  - (iii) Licensor agrees to make the Arena and Exclusive Areas available to Licensee at least four hours prior to any ice Hockey Games.
- (b) Arena and Exclusive and Non-Exclusive Area Use for Hockey Events and Rehearsals. On each Hockey Event Day from 6:00 a.m. on such Hockey Event Day until one (1) hour after the completion of the Hockey Event (allowing Licensee a sufficient period of time to pack and move stage equipment relating to the Hockey Event) but in no event later than 6:00 a.m. on the day such Hockey Event Day, subject to Section 3.6 below, Licensee, and its licensees and/or contractees and their respective personnel, guests and invitees (including holders of tickets of admission to the Arena, holders of press and media credentials and performers and their personnel) shall have the exclusive possession and use of the Arena and the Exclusive Areas and non-exclusive use of the Non-Exclusive Areas for the purpose of presenting the Hockey Event, and the exhibition thereof, live and by radio, television or any other medium with the exception of ice surface, with which Licensor reserves the right to take immediately following the completion of the Hockey Event for the purposes of floor changes. During all periods for which a rehearsal has been scheduled in the Arena in accordance with Section 4, Licensee, and its licensees and/or contractees, as well as any performers and their respective personnel shall have the exclusive possession and use of those components of the Arena and the Exclusive Arenas and the non-exclusive use of those components of the Non-Exclusive Areas that are necessary for the conduct of such rehearsal.

#### (c) Licensee Areas

- (i) At all times during the Term but subject to <u>Section 3.6</u> below, Licensee shall have the exclusive use and possession of the Licensee Areas, together with nonexclusive rights of ingress and egress on, over and through the Civic Center complex to the Licensee Areas. Licensee shall pay for telephone service and furnishings in the office space included in the Licensee Areas. At mutually convenient times during the Term and to the extent available, Licensor shall provide Licensee with use of such other space (e.g., VIP lounge, media room and meeting space) in the Civic Center as requested by Licensee.
- (ii) At all times during the Term Licensee shall have the exclusive use of designated administrative (office) space, locker room space, training room space, public relations and other space, under existing agreement with Licensor. Nothing in this agreement or not in this agreement shall be deemed to diminish Licensee's rights to this space., Licensee will, at no additional rent, be entitled to the free and unrestricted use of the office space seven days a week, twenty-four hours a day, fifty-two weeks out of the year at no additional rent. Licensee will also be entitled to the use of the locker rooms and other training facilities at all reasonable times throughout the term of the lease.
- (d) <u>Payments</u>. Licensee shall not be required to make any payment for rent of the Arena except as provided in this Agreement, but only on a games played basis. Licensee agrees to pay for additional costs, Including but not limiting, food & beverage and security if they use Arena for special event. Payment for rent will be exempt for mutually agreeable charitable events.
- 3.2 <u>Manner of Licensees Use</u>, At all times during the term, Licensee shall use the Arena in accordance with all applicable laws, ordinances and regulations.
- 3.3 <u>Proceeds from Licensee Activities</u>. Licensee's right to use of the Arena and the Exclusive and Non-Exclusive Areas and Licensee Areas shall include the right to any and all proceeds from the conduct of any of the activities permitted to be conducted by Licensee, except, as otherwise provided pursuant to this agreement.
- 3.4 <u>Grant of License</u>. This Agreement is intended and shall be construed as a grant of a license by Licensor to Licensee and shall not operate to vest in Licensee any ownership interest in the Arena or the property of Licensor, whether real or personal) tangible or intangible.
- 3.5 <u>Surrender</u>, At the time this Agreement terminates, whether by expiration of the Term or by early termination, Licensee shall, within a period of time mutually agreed upon Licensor and Licensee, vacate the Arena and remove its property from the Arena.

#### 3.6 Licensor Use.

- (a) Licensor reserves the right to use the Arena and all other portions of the Civic Center for itself and for the use of others so long as such use does not interfere or conflict with other provisions of this Agreement or the rights of use and occupancy granted to Licensee hereunder. Licensee's use of Arena and Civic Center in accordance herewith and pursuant hereto shall be paramount and superior in the event of any such conflict with a Hockey Event.
- (b) Licensee's exclusive use and possession of the Exclusive Areas and Licensee Areas as provided in Section 3.1 above shall be subject to the common use and occupancy thereof by employees, agents and contractors of Licensor for the purpose of enabling Licensor to perform Licensor Services and its other obligations as owner, operator and manager of the Arena.
- (c) Licensor and its agents and representatives, upon prior notice to Licensee (or without prior notice in the event of an emergency threatening health or safety) shall have the right to enter into and upon any and all parts of the Civic Center, including the Arena and the Licensee Areas, for any legitimate reason related to the obligations of the parties to this Agreement or for any legitimate reason related to fulfilling Licensor's obligation as owner, operator and manager of the Civic Center.
- 3.7 <u>Capital Improvements</u>. Licensor shall make, at its own cost, all capital improvements necessary, to maintain the Arena in condition as mutually acceptable to Licensee and Licensor for the conduct of Hockey Events and League Games (including, but not limited to, providing a suitable iced playing surface for League Games pursuant to League Standards), and necessary for Licensor to comply with its obligations under this Agreement, Licensor can undertake any capital improvements deemed appropriate by Licensor without Licensee's consent, provided that any such improvement would not conflict with the rights of use and occupancy granted to Licensee hereunder and provided, further that Licensor shall use its best efforts to minimize the interference with Licensee's use of the Arena Licensor shall cause all Exclusive and Non-Exclusive Areas and Licensee Areas to comply with applicable League Standards as the same may be waived or modified by agreement of Licensee and Licensor.

#### **SECTION 4**

#### **SCHEDULING**

4.1 Other Contracts. Licensor shall have the right to renew, extend or enter into any similar agreements with any other contractees for use of the Civic Center and/or Arena, provided that any such similar agreements: (i) shall not conflict with the provisions hereof, and (ii) do not give the contracting party greater rights with respect to scheduling between October 1st and May 31st than are provided to Licensee hereunder.

#### 4.2 Procedure.

(a) Licensor shall give Licensee priority for available booking dates February 15<sup>th</sup> every year for the upcoming regular season. The Licensor agrees to provide a minimum of 50 dates between October 15th and April 15<sup>th</sup>, twenty-two (22) of which must be premium weekend dates (at least every other Friday or Saturday and a maximum of 3 Sundays after February 14), and which dates will be provided and reserved by Licensor for exclusive use of Licensee hereunder up to the official release of the League Schedule.

All other dates are subject to availability based on previous annual shows and community events (i.e. Disney On Ice, PBR, GHSÀ, etc.) All dates not required by the official schedule will be released back to the Licensor within seventy-two (72) hours of the release of the League Schedule or any subsequent change to the League Schedule. At least five (5) weekend dates (Fridays, Saturdays or Sundays) will be released back to Licensor within seventy-two (72) hours following the release of the League Schedule or August 15 of each year whichever is earlier. All ice related events of Licensee must be held between October 1st and May 31 (or the last game of the team's regular or play off season) of each year unless ice is already in place prior to October 15th or available after May 31 of each year. Anything in this Section 4.2 to the contrary notwithstanding, the parties hereto shall, by mutual agreement, release back to Licensor, prior to the seventy-two (72) hour period following the release of the League's Schedule hereinabove stipulated, such reserved dates provided for herein as Licensor may need for special events at the Civic Center, which mutual agreement shall not be unreasonably withheld on the part of Licensee.

- (b) In the event Licensee is in any playoff or championship games, then Licensor shall provide booking dates between March 15th and May 30th or such other period as the League may mandate, for such events in the most reasonable and mutually agreeable manner as will not conflict with any outstanding contractual commitments already made by Licensor, and Licensor will make every effort not to contractually commit any conflicting events during such period so as to enable Licensee to use the Civic Center, Arena and Rink) in accordance herewith, in the event the Team is in playoff or championship games.
- (c) In the interest of a cooperative effort and recognizing the Licensor's mandate to provide a variety of entertainment opportunities to the community, the Licensee and Licensor agree to work together to ensure reasonable and prudent resolution to scheduling challenges.

#### 4.3 Practices.

- (a) Licensor shall make the Arena, or Rink if Arena is unavailable, available for game day practice to both the Team and its opponent by 9:00 a.m. and throughout the day of each League Game. In addition, between October 15th and April 30th, or such other period as the League may mandate, Licensor shall make the Arena, or Rink if Arena is unavailable, available for a minimum of three (3) hours daily practice between 9 a.m. and 12 p.m., which practice shall be in addition to the practice stipulated and provided for in Section 3. I (a)(ii) hereof, Further, Licensor shall make the Arena, or Rink if Arena is unavailable, available for Licensee's training camp for a two (2) week period prior to the first game of the each season of each year hereunder between the hours of 8:00 a.m. and 8:00 p.m. Licensor will commit no less than ten consecutive days for their annual camp within the aforementioned fourteen (14) day period. Licensee reserves the right to assign the ten (10) consecutive days of camp usage, All other camp days and times outside the aforementioned ten (10) camps days assigned by Licensee are subject to availability.
- (b) All of the afore stipulated reserved and exclusive practice times shall, for all purposes hereof, be termed "Reserved Practice Times". Licensee or the Team shall be entitled to schedule practices on games days, and every other day when needed. Should any conflict arise in regard to Reserved Practice Times in the Arena, then Licensor may substitute such Reserved Practice Times in the Rink,

providing, as much as possible and practicable, either Reserved Practice Times pursuant hereto in the Arena or in the Rink.

- 4.4 Other league Events. Licensee shall be entitled to schedule hockey-related events other than League Games (Other League Events) at the Arena upon notice to Licensor, subject to the availability of the Arena for such purposes, Licensor shall use commercially reasonable efforts (but. shall not be required to make any payment to any other party) to provide Licensee with use of the Arena for such Other League Events. Other League Event shall be deemed a League Game for all purposes of this Agreement, and shall include all-star games and any hockey related activity but shall not include remunerative commercial figure skating or other entertainment skating events.
- 4.5 <u>Rehearsals</u>. Licensor shall make the Arena available for rehearsals during the day of each Hockey Event. Licensee or its licensees or contractees or their respective personnel or employees shall be entitled to schedule rehearsals on other days upon notice to Licensor, subject to the availability of the Arena for such purposes, Licensor shall use commercially reasonable efforts to provide Licensee with such additional dates and times for rehearsals on non-event days.
- 4.6 Other Events. Licensor shall have the right to schedule other non-hockey related sporting events, concerts, circuses, ice shows and other events in the Arena, provided that: (i) no such event shall relieve Licensor of any of its obligations under this Agreement; (ii) no event shall conflict with a League Game Date or Hockey Event Day, or a practice or rehearsal scheduled in accordance with this Section 4 and (iii) Licensee shall be in sole charge and control of any and all hockey related events, of whatsoever kind and nature, held at the Civic Center, with Licensor having no right in any form or manner, whatsoever, to schedule, contract for, or allow a hockey related sporting event to be held at the Civic Center, other than under the sole auspices, charge and control of Licensee.
- 4.7 <u>Displacement of Events</u>. Licensor shall have the right to alter any scheduled Hockey Event in order to accommodate a prime event at the Civic Center; provided, however, in the event that the rescheduling moves the Hockey Event from a Friday or Saturday to any other weekday, or Licensee can demonstrate that the rescheduling has cost it a significate promotional opportunity, Licensor agrees to set-off, as against the next immediately due rent or rents hereunder, the sum of \$2,000.

4.8

#### **SECTION 5**

### **LICENSOR SERVICES**

- 5.1 <u>Licensor Services</u>. During the Term, Licensor, at its sole cost and expense (except as otherwise. expressly provided), shall provide the following to Licensee (Licensor Services):
  - (a) Heating, ventilation and air-conditioning which will cause the Arena to be maintained at temperatures and a level of air quality customary for comparable facilities, except if emergency conditions exist which make it impossible to provide such heating, ventilation and air-conditioning;
  - (b) Utilities, including electricity) gas, hot and cold water, lighting, telephone and intercommunications equipment, elevators and escalators, customary for comparable facilities (it being understood that

- Licensee shall be responsible for the costs of obtaining telephone and intercommunications services for its own use at the Arena);
- (c) Lighting equipment and apparatus adequate for color telecasts, without additional or supplemental lighting equipment or apparatus, in accordance with applicable League Standards as the same may be waived or modified by agreement of Licensor and Licensee;
- (d) Maintenance and repair of the Arena and all of its components in compliance with all applicable governmental laws, ordinances and regulations and in clean and good condition, subject to ordinary wear and tear and damage by fire or other casualty;
- (e) Protection and security of the Arena and all its facilities consistent with Licensor's current practices;
- (f) Grounds maintenance, including, but not limited to keeping sidewalks, parking areas and other areas immediately surrounding the Arena in compliance with all applicable governmental laws, ordinances and regulations and reasonably free of debris, dirt, litter and trash;
- (g) Operation of box office facilities (as more fully set forth in <u>Section</u> 6 during all business hours and on each Hockey Event Day and League Game Date during published box office hours of Monday through Friday 10 a.m. to 5 p.m.; Saturday on Event Days Only at 1p.m..; and Sunday on Event Days Only at 1:00 p.m. (or three hours prior to game event). Box Office will be open through the second period of each League Game Date or the end of intermission of each Hockey Event Date; Exceptions are made for early events or other factors.
- (h) Set-up of ice surface and staging areas for League Games, practices, Hockey Events and rehearsals, in accordance with League Standards and the standards of the Team; and
- (i) Day-of-event services for each League Game ("League Game Day Services) and each Hockey Event and rehearsal ("Hockey Event Day Services"), as follows:
  - (i) Operation of all Arena parking areas and Concessions;
  - (ii) Retention, management and supervision of day-of-event personnel necessary for preparing the Arena for, operating the Arena during and cleaning up the Arena after, a League Game or Hockey Event, including, but not limited to, security and crowd control personnel, medical and emergency personnel, ushers, ticket sellers, ticket takers, telephone receptionists, electricians, maintenance and janitorial personnel and other necessary labor, but excluding game officials, referees, timekeepers or stagehands, and persons involved in on-ice activities;
  - (iii) Conversion of the playing surface or staging area for use for League Games or Hockey Events, deployment of equipment for League Games and cleanup following League Games or Hockey Events;
  - (iv) Provision and maintenance of all hockey equipment required by League Standards for the presentation of League Games, all in clean and good working condition and otherwise in compliance with League Standards;

- (v) Licensor shall pay related security costs, Emergency Medical Services Unit for spectators, and pay all ticket personnel, ushers and doormen. Licensee agrees to pay for all Hockey Game officials including referees, scorers, and timekeepers;
- (vi) Licensee agrees to pay all stagehand and skilled laborers (to include sound, special effects, video sound operator, and lighting technicians, etc.) employed by Licensor at the request of Licensee, provided, however, that. Licensee can call into question what Licensor is paying such laborers and technicians and bid such work out for less, with Licensor's approval, which approval shall not be unreasonably withheld;
- (vii) Licensee agrees to provide a team physician and medical staff for all hockey related events at its own expense;
- (viii) The Licensor agrees to pay for the installation of ice ads, logos and lines. The Licensor reserves the right to determine the most suitable and cost effective materials for ice ads, logos, and lines. Licensee will have all artwork ready for installation, so as to facilitate Licensor's compliance herewith;
- (ix) The Licensor agrees to pay for the installation and maintenance of hockey goals, nets, and ice maintenance machine driver;
- (x) The Licensor shall provide a suitable ice surface for games and practice sessions as provided by this Agreement, If damage occurs to the ice surface beyond Licensor's control, making it unplayable, Licensor assumes no responsibility for providing an alternate playing site, and
- (xi) Licensor shall provide a suitable ice resurfacing vehicle and driver for all Licensee's Hockey Games and Hockey Events,
- 5.2 <u>Levels of Service</u>. Licensor shall retain, manage and supervise, and be responsible for, all personnel needed to perform the Licensor Services. Standards of quality and minimum levels of all Licensor Services, including staffing, shall be subject to the mutual approval of Licensor and Licensee, but in no event shall such standards be less than the standards for all other events at the Arena with similar anticipated attendance levels.

#### 5.3 Rent and Expenses.

- (a) Except, <u>only</u>, as is otherwise specifically provided for herein, Licensee's sole monetary duty and obligation hereunder, of whatsoever kind and nature, shall be to pay Licensor a total sum of \$3,800.00 for each League game and Hockey Event at the Civic Center scheduled for Fridays and Saturdays (Premium dates) and \$3,200.00 for each League game and Hockey Event at the Civic Center scheduled for Sundays Thursdays (non-Premium dates).
- (b) Rent is due at settlement on the following business day for each game. Settlement shall occur on the first business day following a League Game or Hockey Event held at the Civic Center. Transfer of funds from Licensor or Licensee shall occur on the same business day as settlement providing settlement is prior to 12:00p.m. Noon and said business day is not a bank or City government recognized holiday.

- (c) The Licensee will have the full and unrestricted use of the Civic Center, all as provided herein, free of any further charges whatsoever on "Hockey Events" as defined above in Section C of the Recitals.
- (d) The Licensor agrees to waive rent for the season opening exhibition game when said rent is used fully for the charitable donation to the United Way. Licensee agrees to acknowledge Licensor's participation in all publicity for such donation.

#### **SECTION 6**

#### TICKETS, SUITES, ETC.

### 6.1 Tickets.

- (a) Licensee shall have the exclusive right to sell and control all tickets for League Games and Hockey Events, as well as establish the face value of such tickets, in its sole judgement and absolute discretion, and to receive all revenues derived therefrom, Licensee shall have the exclusive right to determine the seating manifest for all League Games and Hockey Events.
- (b) For each Hockey Season hereunder, Licensee shall provide Licensor with up to thirty (30) complimentary reserved tickets per league game, all of which shall be regular tickets. Tickets provided to Licensor pursuant to the foregoing may be distributed at the discretion of Licensor, but may not be sold. All Tickets will be tracked and a list shall be provided to Licensor. Licensor reserves the right to renegotiate by mutual agreement between Licensor and Licensee the complimentary ticket amount on an annual lease year basis, i.e. October 1st through September 30<sup>th</sup>.

#### 6.2 Box Office; Ticket Printing

- (a) Licensor shall operate and control all box office facilities and ticket personnel at the Arena and will use such facilities for (among other things) the sale of tickets for League Games and Hockey Events, All collections made by Licensor from sales of tickets for League Games and Hockey Events shall be remitted to Licensee, net of credit card fees, no later than the third working day following such League Game or Hockey Event. Such collections shall be remitted together with an itemized statement from Licensor indicating the number of tickets sold, the prices of such tickets, credit card fees, and other data reasonably requested and mutually agreed upon by Licensor and Licensee, All tickets shall be sold at, and Licensee shall be entitled to, 100% of the face value of same as determined by Licensee, except for credit card fees.
- (b) Licensor shall be responsible for printing all tickets to League Games and Hockey Events, other than season tickets to League Games. Season Tickets are to be printed on paper stock other than Licensor's standard ticket stock, with the Licensee to timely provide Licensor all information required for printing such latter tickets. In addition, Licensee shall reimburse Licensor for all direct costs mutually agreed upon by and between Licensor and Licensee that have been incurred by Licensor in providing Season Tickets, only. Licensor, at its sole cost and expense, shall be responsible for the printing of all other tickets to League Games, whether regular, playoff, championship, exhibition, or otherwise,

and for any and all Hockey Events coming under the terms of this Agreement, Licensor, however, reserves the right, without payment to Licensee, to advertise or sell advertising on any such latter tickets, which is non-competitive by nature to Licensee, Licensor shall also provide to Licensee, at its sole cost and expense, a ticketing machine, printer and ticket stock.

- (c) The Licensor retains exclusive rights to contract with a qualified ticket service or software provider for the purpose of providing ticketing to events at the Civic Center, subject, however, to the provisions hereof.
- 6.3 <u>Pricing</u>. As stated above, Licensee shall have absolute discretion in determining the ticket prices for all tickets sold for League Games and Hockey Events.

#### 6.4 Hospitality Suites.

- (a) Licensee shall have the exclusive right to license all hospitality/luxury suites for League Games and Hockey Events (on such terms as Licensee shall determine, in its sole judgment and absolute discretion), at no additional cost or charge, of whatsoever kind and nature, to Licensee and with all rental revenue derived therefrom, whatsoever, to be solely and absolutely due and payable to Licensee.
- (b) Licensor represents and warrants to Licensee that it has the right to authorize Licensee to sell licenses for hospitality/luxury suites in the Arena for League Games and Hockey Events, and that is has not granted the right to sell licenses for such hospitality/luxury suites to any other event(s).
- (c) Licensee and its designees shall have the exclusive right to the possession of any unsold hospitality/luxury suites for any purpose for all League Games and Hockey Events, at no charge.
- (d) Licensee shall be responsible for keeping and maintaining the Hospitality Suites used by Licensee hereunder in a clean, orderly, broom swept, first-class condition as when first let, and shall pay for any damages to any Hospitality Suite occasioned by its use hereunder <u>SECTION 7</u>

#### **ADVERTISING**

7.1

- (a) The Licensee shall have the sole and exclusive right to sell permanent advertising space inside the Arena Bowl of the Civic Center only, to include all digital signage (night of hockey events) ice, dashers, all of the back-lit signage, except one sign already contracted to the Columbus Lions, and both of Licensor's Zamboni's Starting with the 2019-2020 Hockey Season, and throughout the term of this Agreement, Licensee shall be solely and exclusively entitled to any and all revenues arising from the sale of such advertisements, of whatsoever kind and nature.
- (b) Permanent/backlit signs, the advertisements which come under the provisions of Section 7.1
   (a) hereof, shall be displayed at all times in the Bowl, except where the physical nature of such latter advertisements conflicts with a non-Hockey Event, as a result of which conflict such latter sole and exclusive Licensee sold advertisements cannot be seen because of the

physical/layout requirements of a non-Hockey Event. In such event, such latter advertisements shall be removed, at Licensor's sole cost and expense, for the limited time necessary to allow the non-Hockey Event to take place, and then replaced by Licensor, at its sole cost and expense, immediately after such event, in the same space and manner as previously displayed. Nothing herein contained shall permit Licensor or its other licensees to deliberately cover, block, remove, obscure, or interfere, in any way, whatsoever, with the display of any such permanent/backlit signs, except where absolutely required because of the physical/layout requirements of a non-Hockey Event, If such permanent/backlit advertisements can be viewed in the normal course, and do not conflict with the physical/layout requirements of a non-Hockey Event, then they may not be deliberately covered, blocked, removed, obscured, or interfered with, in any way, whatsoever.

- 7.2 Except, only, as is otherwise specifically provided for herein, Licensor reserves the right to sell all other advertising outside the arena bowl and the exterior of the Civic Center, being entitled to 100% of all revenue from sales of such latter advertisement, of whatsoever kind and nature.
- 7.3 The Licensee may control the digital signage during all Hockey Games except for a total of six (6) minutes per game (two (2) minutes per period), which shall be provided to the Licensor for advertising and marketing purposes. This advertising may not be used to promote any sporting events that may be in competition to the Licensee.
- 7.4 Licensee agrees that special promotional or laudatory banners, signs and devices may be utilized during Hockey Games or Hockey Events for single-event promotions permanently emplaced at the Civic Center and in the Arena, all of which banners, signs and devices shall be emplaced at no charge or expense to Licensee. Licensor and Licensee shall consult with one another to determine the appropriate location and method for hanging such promotional banners, signs and devices. The Licensee agrees to consult with Licensor to determine the appropriate location and method for hanging such promotional and laudatory banners, signs and devices, In addition, Licensor and Licensee shall consult with one another to determine the appropriate location and method for hanging any other promotional and laudatory banners, signs or devices with respect to any other licensees of Licensor or with respect to any other events at the Civic Center Under no circumstances may such latter promotional or laudatory banners, signs and devices block the view of any sole and exclusive Licensee sold advertisements, nor promote any sporting events In competition with Licensee.
- 7.5 The Licensor reserves the exclusive right to any and all advertising revenue generated from tickets, ticketing envelopes, Civic Center Internet pages, turnstiles, marquee, scoreboards, and with respect to areas outside the Arena and Civic Center.
- 7.6 Licensee reserves and shall own exclusive rights to all matters arising from or in regard to Hockey Games and Hockey Events performed at the Civic Center, all of which games and events and any matters arising therefrom or in regard thereto may not be used, in any way, whatsoever, without the express written permission of the Licensee, to include, but not be limited to, broadcast and re-broadcast rights to said games and events.

#### **SECTION 8**

### OTHER REVENUES

#### 8.1 Food & Beverage and Merchandise Sales.

- (a) Concession and Catering Revenues, Licensor shall be entitled to all revenues from concessions and catering whether at the Arena or at the Ice Rink. Notwithstanding the forgoing, Licensee shall be entitled to receive \$0.75 for every scanned ticket over 2,000 on Friday and Saturday games and \$0.50 for every scanned ticket over 2,000 for Sunday Thursday games (the "Attendance Bonus"). The Attendance Bonus shall be capped at 6,500 scanned attendance (4,500 over 2,000). Such bonus shall be credited against the next immediate rent or rents due hereunder, until fully credited by Licensor to Licensee, all in accordance herewith and pursuant hereto. Further, nothing in this Section shall alter or amend the terms and conditions of Section 6.1 of this Agreement, which provides in pertinent part that all revenue from ticket sales shall be retained by Licensee.
- (b) Merchandise, Licensee shall have sole rights to one hundred percent of all hockey merchandise sold whether at the Arena or at the Ice Rink Licensor has final approval of display and sale areas. The revenue from any other non-hockey merchandise sold during an event shall belong to Licensor.
- (c) Third Party Agreements, The Licensee agrees to adhere to any third party agreements, which may be in conflict with this agreement such as pouring rights or distribution of food and beverages

(d)

#### (e) SECTION 9 MEDIA RIGHTS

#### 9.1 Media Rights.

- (a) Licensee shall have the exclusive control of, and lights with respect to, the display or delivery of all League Games (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast, photograph or over the internet. Licensee shall retain all revenues from the sale or license of such rights, of whatsoever kind and nature.
- (b) Licensee shall have the exclusive control of, and rights with respect to, the display or delivery of all Hockey Events (or portions thereof) by any means whatsoever, including, without limitation, by telecast, radio broadcast or over the internet. Licensee shall retain all revenues from the sale or license of such rights, of whatsoever kind and nature.
- 9.2 <u>Broadcast Access</u>. Licensor, at its sole cost and expense, shall maintain or cause to be maintained facilities such that all League Games and Hockey Events are capable of being broadcast and distributed by telecast, radio broadcast and over the internet, Licensor shall not assess Licensee or its licensees or contractees any television, radio or internet hookup charge.
- 9.3 No Rights Granted. Nothing in this Agreement shall be deemed to grant Licensor any rights to use or

exploit, in any way, whatsoever, the intellectual property rights or other property interests, of whatsoever kind and nature, of Team and/or of Licensee pertaining to the League or its teams, or to Hockey Games or Hockey Events.

#### SECTION 10 LICENSEE'S INSURANCE COVERAGE

- (a) Licensee shall, at its sole cost and expense, maintain during the Tern: (i) commercial general liability insurance with contractual liability endorsements for the mutual benefit of Licensee and Licensor, against all claims for personal injury, death or property damage in or about the Arena resulting from Licensee's use of the Arena, in the amount of \$1,000,000 combined single limit and bodily injury and property damage with umbrella or excess policy or policies totaling \$4,000,000 in excess of \$1,000,000, and (ii) workers compensation insurance in the amount required by applicable law.
- (b) There will be no charge to Licensor for such coverage and a certificate of insurance evidencing such coverage shall be furnished to Licensor within thirty (30) days after execution of this Agreement.
- (c) All such insurance shall be effected by valid and enforceable policies issued by insurers of responsibility approved to do business in the state in which (he Arena is located, such responsibility and the insuring agreements to meet with the reasonable approval of licensor, An insurer with a current A.M. Best rating of at least A (excellent) with a financial size category of at least VIII shall be deemed to be acceptable. The insurance obligations stated in this <u>Section 11</u> arc independent of, and shall not be affected by the scope or validity of, any other indemnity or insurance provisions in other Sections of this Agreement.
- (d) At the request of Licensor, Licensee shall promptly furnish loss information concerning all liability claims brought against Licensee (or any other insured under Licensee's required policies), that may affect the amount of liability insurance available for the benefit and protection of Licensor under this Agreement. Such loss information shall include such specifics and be in such form as Licensor may reasonably require.

#### SECTION 11

### **INDEMNIFICATION**

- (a) Licensee shall indemnify, defend and harmless. Licensor and its officers, agents and employees (collectively, the "Licensor Indemnities") from and against any and all damages, claims, losses, demands, costs, expenses (including attorneys' fees and costs), obligations, liabilities, actions and causes of action which any one, or more of them may suffer or incur arising directly or indirectly from (I) any breach or any warranties or agreements, or (II) Licensee's or its agent's or employees' negligent or willful conduct or failure to act, occurring in or about the arena, the exclusive and non-exclusive areas and the Licensee areas.
- (b) Licensee further agrees that in the case of any such claim, demand, action or proceeding against any one or more of the Licensor indemnities, Licensee shall defend the Licensor indemnities at Licensee's expense by counsel reasonably satisfactory to the Licensor indemnities, In the event. Licensee does not provide a defense against any and all such claims, demands, liabilities, actions or causes of action,

then Licensee shall, in addition to the above, pay Licensor the attorney's fees, legal expenses and costs incurred by the Licensor indemnities in providing such defense and Licensee agrees to cooperate with Licensor In such defense and Licensee agrees to cooperate with Licensor in such defense, including, but not limited to, the providing of affidavits and testimony upon request of the Licensor indemnities.

#### **SECTION 12**

### LICENSEE'S DEFAULT; LICENSOR'S RIGHTS AND REMEDIES

- 12.1 <u>Licensee's Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensee:
  - (a) If Licensee fails to make any payment required to be made by it to Licensor under this Agreement and such failure continues for 30 calendar days after written notice from Licensor that such payment is due and payable;
  - (b) If Licensee fails to promptly and fully comply with any other covenant, condition or agreement contained in this Agreement and such failure continues for 30 calendar days after written notice thereof from Licensor to Licensee (unless such failure is of a nature which cannot reasonably be cured within such 30 day period, so long as Licensee has promptly, and in any event within such 30 day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion); or
  - (c) If Licensee makes a general assignment for the benefit of creditors, or provides for an arrangement, composition, extension or adjustment with its creditors, files a voluntary petition for relief or if a petition against Licensee in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within five (5) calendar days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Licensee or any substantial part of its property and such jurisdiction, custody or control remains in full force unrelinquished, unstayed or unterminated for a period of five (5) calendar days.
- 12.2 Licensor's Rights and Remedies, In the event of Licensee's default hereunder, then in addition to any other rights or remedies Licensor may have under the law, subject to the notice and cure provisions of Section 12.1 Licensor shall have the right, at Licensor's option to do the following:
  - (a) Upon thirty (30) calendar days' notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in <u>Section 12.1</u>), terminate this Agreement and Licensee's right to possess or use all part of the Arena occupied and used by Licensee and reenter the same and take possession thereof, and Licensee shall have no further claim to occupy or use the Arena under this Agreement.

- (b) Continue this Agreement in effect, reenter and occupy any or all parts of the Arena for the account of Licensee, and collect any unpaid payments or other charges which have or thereafter become due and payable; or
- (c) Reenter any and all parts of the Arena under the provision of <u>Section 12.2(b)</u> and thereafter elect, upon thirty (30) calendar days' notice (which notice period is in addition to and cumulative with any notice and cure periods set forth in <u>Section 12.1</u>, to terminate this Agreement and Licensee's light to possession of any and all parts of the Arena occupied by Licensee hereunder.

#### SECTION 13

#### LICENSORS DEFAULT (LICENSEES RIGHTS AND REMEDIES

- 13.1 <u>Licensor's Default</u>. The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by Licensor:
  - (a) If Licensor fails to make any payment required to be made by it to Licensee under this Agreement and such failure continues for thirty (30) calendar days after written notice from Licensee that such payment is due and payable; or
  - (b) If Licensor fails to promptly and fully perform any other covenant, condition or agreement contained in this Agreement and such failure continues for thirty (30) calendar days after written notice thereof from Licensee to Licensor (unless such failure is of a nature which cannot reasonably be cured within such thirty (30) day period, so long as Licensor has promptly, and in any event within such thirty (30) day period, commenced to cure such failure and thereafter diligently prosecutes such cure to completion).

#### 13.2 Licensee Rights and Remedies

- (a) In the event of Licensor's default hereunder, then in addition to any other rights or remedies Licensee may have under any law, subject to the notice, cure provisions of <u>Section 13.1</u>, Licensee shall have the right to terminate this Agreement upon thirty (30) calendar days' notice to Licensor (which notice period is in addition to and cumulative with any notice and cure periods set forth in <u>Section 13.1</u>)
- (b) The termination or expiration of this Agreement shall not relieve Licensor of its obligation to pay or remit to Licensee any amounts due to Licensee through the date of termination or expiration.

#### **SECTION 14**

### OTHER REMEDIES AND RELATED ISSUES

- 14.1 <u>Offset</u>. In addition to and not in limitation of any other rights and remedies, any party hereto may offset amounts held for any other party hereunder in satisfaction of any obligation or liability of such other party to the offsetting party under this Agreement or otherwise.
- 14.2 <u>Waivers</u>, The waiver by either party hereto of any breach of any term, covenant or condition of this Agreement shall not be deemed a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition. Acceptance of payments by either party hereto subsequent to any breach hereof shall not be deemed a waiver of any preceding breach other than the failure to pay the particular payments so accepted, regardless of such party's knowledge of any breach at the time of such acceptance of payments, Neither party shall be deemed to have waived any term, covenant or condition unless such party gives the other party written notice of such waiver,
- 14.3 <u>Additional Remedies and Related Issues</u>. Reference in this Agreement to any particular remedy shall not preclude either party from any other remedy at law or in equity. The failure of any party to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation, No provision of this Agreement shall be deemed to have been waived by any party unless specific waiver thereof by such party shall be in writing.

#### **SECTION 15**

#### DESTRUCTION OR DAMAGE

- 15.1 <u>Destruction or Damage Reparable Within Six Months</u>. If the Arena is damaged by fire, earthquake, act of God, the elements or other casualty, Licensor shall, subject to the provisions of this <u>Section 15</u>, repair the damage, if such repairs can, in Licensor's reasonable opinion, be completed within six months after the damage; provided, however, that if Licensor's insurance proceeds are insufficient to pay for, and Licensor does not otherwise pay for, restoration of the Arena to a level necessary for the presentation of League Games and Hockey Events, Licensee shall have the option to terminate this Agreement. If Licensor reasonably determines that repairs can be completed within six months after the damage, this Agreement shall remain in frill force and effect, except that Licensee's performance obligations hereunder shall be abated for any period that. Licensee is prevented from using the Arena.
- 15.2 <u>Destruction or Damage, Not Reparable Six Months.</u> If Licensor advises Licensee that, in Licensor's reasonable opinion, such repairs to the Arena cannot be completed within six months after the damage, Licensee shall have the option to: (a) terminate this Agreement, or (b) if Licensor agrees to repair such damage, to continue this Agreement in force and effect, provided, however, that during such period: (i) Licensee's performance hereunder shall be abated as provided in <u>Section 15.1.</u>
- 15.3 <u>Repairs.</u> If the Arena or ice surface is to be repaired under this <u>Section 15</u>, Licensor shall repair at its cost any such injury or damage to the Arena or ice surface. If damage occurs to the ice surface beyond

Licensor's control, making it unplayable, Licensor assumes no responsibility for providing an alternate playing site.

15.4 Express Agreement. This Agreement shall be considered an express agreement governing any case of damage to or destruction of the Arena by fire or other casualty, and any present or future law, which purports to govern the rights of Licensor and Licensee in such circumstances in the absence of express agreement, shall have no application.

#### **SECTION 16**

#### REPRESENTATIONS AND WARRANTIES

- 16.1 Representations and Warranties by Licensor. Licensor represents and warrants to Licensee that:
  - (a) Columbus, Georgia is a Consolidated City-County Government duly organized and validly existing under the law of Georgia. Licensor has the full power and authority to enter into and perform this Agreement in accordance with its terms.
  - (b) The execution, delivery and performance of this Agreement by Licensor have been duly authorized by all necessary action of Licensor and its governing body, and this Agreement constitutes the valid and binding obligation of Licensor unforeseeable against it in accordance with its terms, except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' fights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.
- 16.2 <u>Representations and Warranties by Licensee</u>. Licensee represents and warrants to Licensor that:
  - (a) Licensee is a limited liability company duly organized and validly existing under the law of the State of Georgia and has the full power and authority to enter into and perform this Agreement in accordance with its terms.
  - (b) The execution, delivery and performance of this Agreement by Licensee have been duly authorized by all necessary action of Licensee and this Agreement constitutes the valid and binding obligation of Licensee enforceable against it in accordance with its terms, except as may be limited by bankruptcy insolvency or other similar laws affecting the enforcement of creditors' rights in general and subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law.
  - (c) The execution, delivery and performance of this Agreement by Licensee will not: (i) conflict with its governing documents and will not conflict with or result in the breach or termination of, or constitute a default under, any lease, agreement, commitment or other instrument, or any order, judgment or decree, to which Licensee is a party or by which Licensee is bound, or (ii) constitute a violation by Licensee of any law or regulation applicable to Licensee. No consent, approval or authorization of, or designation, declaration or filing with, any governmental authority is required on the part of Licensee in connection with the execution, delivery and performance of this Agreement.

- (d) There is no claim, litigation, proceeding or governmental investigation pending or, to the best of Licensee's knowledge, threatened, or any order, injunction or decree outstanding, that could have a material adverse effect on Licensee or its ability to perform this Agreement.
- 16.3 <u>Survival of Representations and Warranties</u>. The representations and warranties, covenants and agreements of the parties contained in this Agreement shall survive the execution and delivery of this Agreement, but not survive beyond the term of the agreement.

#### **SECTION 17**

#### **MISCELLANEOUS**

- 17.1 <u>Force Majeure.</u> Should any fire or other casually, act of God, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, general unavailability of certain materials, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with it provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence, Force Majeure shall not excuse the payment of any sum of money owing hereunder prior to the occurrence of such Force Majeure.
- 17.2 Amendment, No Waiver. No alteration, amendment or modification hereof shall be valid, unless executed by an instrument in writing by the parties hereto with the same formality as this Agreement. The failure of Licensee or Licensor to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term provision, condition, election or option, but the same shall continue and remain in full force and effect. No waiver by Licensee or Licensor of any covenant, agreement, term, provision or condition of this Agreement shall be deemed to have been made unless expressed in writing and signed by the party making the waiver.
- 17.3 <u>Consents.</u> No consent or approval by Licensor or Licensee, permitted or required under the terms of this Agreement shall be of any validity whatsoever unless the same shall be in writing, signed by the party by or on whose behalf such consent is executed.
- 17.4 <u>Entire Agreement.</u> This Agreement contains the entire agreement between the parties hereto, and there are no promises, agreements, conditions, undertakings or warranties or representations, oral or written, express or implied, between them other than as herein set forth or as specifically referred to herein. This Agreement is intended to be an integration of all prior or contemporaneous promises or agreements, conditions or undertakings between the parties hereto,
- 17.5 <u>Notices</u>. All notices, demands, consents, approvals, statements, requests and invoices to be given under this Agreement shall be in and shall be deemed effective upon receipt if hand delivered, or sent by telecopy or overnight courier service; and if sent by the United States mail, postage prepaid, certified mail, return receipt requested, upon delivery or the date of refusal, addressed as follows:

For Licensee: For Licensor:

Ignite Professional Hockey Columbus, Georgia
11904 Westcott Ridge Terrace P.O. Box 1340

Glen Allen, VA 23059 Columbus, Georgia 31902

Attention: Jeffrey S. Croop
Managing Member

Attention: Isaiah Hugley

City Manager

City Manager

Phone: 804-755-4899 Telecopier: 706-653-4032

Either party may from time to time by written notice given to the other pursuant to the terms of this <u>Section 17.5</u> change the address to which notices shall be sent.

- 17.6 <u>Successor Bound</u>. The covenants, terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of Licensor and Licensee and their respective successors and to the extent permitted herein, assigns.
- 17.7 <u>Captions and Headings</u>. The captions and headings throughout this Agreement are for convenience and reference only and the words contained therein shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of this Agreement or the scope or intent thereof, nor in any way affect this Agreement,
- 17.8 <u>Pronouns</u>. Wherever appropriate herein, the singular includes the plural and the plural includes the singular; and the masculine, feminine and neuter adjectives and pronouns include one another,
- 17.9 Execution of Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- 17.10 <u>Confidentiality.</u> All information furnished to a party by the other pursuant to the provisions and containing information which would be confidential under the Georgia Open Records Act or marked clearly as a confidential trade secrets shall, to the extent permitted by law, be held in strict confidence.
- 17.11 <u>Assignment</u>. Either party may assign this Agreement upon obtaining a written consent from the other party.

- 17.12 Severability. If any Article, Section, Subsection, term or provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable (the "void provision"), the remainder of the Article, Section, Subsection, term or provision of this Agreement or the application of same to parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining article, section, subsection, term or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law except that if as a result of the void provision either party is deprived of an important element of such party's rights, revenues or obligations under this Agreement, then: (i) the parties shall negotiate in good faith: (A) to provide for a substitute provision, the form and substance of which shall be legally valid and intended to accomplish the same result as the void provision, or (B) to otherwise amend this Agreement to compensate the party adversely affected by the-void provision, or (ii) if the parties cannot agree on such a substitute provision or other amendment to this Agreement within thirty (30) days after such void provision was found to be void, then the party adversely affected by the void provision shall have, the right to terminate this Agreement upon thirty (30) days prior notice to the other party.
- 17.13 <u>Cross References</u>. Any reference in this Agreement to a Section, Subsection, Article or Exhibit is a reference to a Section, Subsection, Article or Exhibit, as appropriate, of this Agreement, unless otherwise expressly indicated.
- 17.14 <u>Further Assurances</u>. Licensor and Licensee shall execute, acknowledge and deliver, without additional consideration, such further assurances, instruments and documents, and shall take such further actions, as Licensor or Licensee shall reasonably request of the other in order to fulfill the intent of this Agreement and the transactions contemplated hereby.
- 17.15 Expenses. Each party shall bear its own expenses (including the fees and disbursements of its attorneys and accountants) incurred in connection with the negotiation and preparation of this Agreement.
- 17.16 <u>Relationship</u>. The parties are not a partner, joint venture or principal and agent with or of each other, and nothing in this Agreement shall be construed so as to create any of those relationships or to impose any liability as such on either of them, or to grant any party the right to bind the other without the other's prior written consent, except as expressly set forth in this Agreement.
- 17.17 Applicable Law: This Agreement is entered into and shall be interpreted in accordance with the laws of the State of Georgia any choice of law statute notwithstanding. Appropriate venue for any action under this Agreement shall be in the Superior Court of Muscogee County or the United States District Court for the Middle District of Georgia.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first above written.

LICENSOR: Columbus, Georgia, a consondated government
BY:
Isaiah Hugley, City Manager
Attest:
Sandra T. Davis, Clerk of Council (seal)
APPROVED AS TO FORM:
Clifton C. Fay, City Attorney

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Ciamotumas	aantinuad.
Signatures	Commuea.

LICENSEE: Ignite Pro Hockey, L. L.C.
BY:
Jeffrey S Croop, Managing Member
ATTEST:
Notary Public Block with seal

### 4. Marathon First Responder Grant

Approval is requested to apply for and accept, if awarded, a grant in the amount of \$5,000.00 or as otherwise awarded from the Marathon Community Investment Programs. There are no matching funds required.

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Marathon First Responder Grant
AGENDA SUMMARY:	Approval is requested to apply for and accept, if awarded, a grant in the amount of \$5,000.00 or as otherwise awarded from the Marathon Community Investment Programs. There are no matching funds required.
INITIATED BY:	Fire/EMS

**Recommendation:** Approval is requested to apply for and accept, if awarded, a grant in the amount of \$5,000.00 or as otherwise awarded from the Marathon Community Investment Programs. There are no matching funds required.

**<u>Background:</u>** Funds will be requested from the Marathon Community Investment Programs to fund fire and rescue equipment. This equipment will be utilized to support fire and rescue operations at the Marathon Petroleum facility and throughout the community.

<u>Analysis:</u> Columbus Fire and Emergency Medical Services is requesting funds for the purchase of fire and rescue equipment to support field operations.

**<u>Financial Considerations</u>**: The grant is for fire and rescue and equipment amounting to a total of \$5,000.00, with no matching funds required.

<u>Legal Considerations:</u> The Consolidated Government of Columbus is eligible to receive these funds.

**Recommendation/Action:** Approval is requested to apply for and accept, if awarded, a grant in the amount of \$5,000.00 or as otherwise awarded from the Marathon Community Investment Programs. There are no matching funds required.

Item	#1

A	RE	SO	LU	TI	O	N
N	Ο.					

A RESOLUTION AUTHORIZING THE APPLICATION AND ACCEPTANCE IF AWARDED A GRANT FOR FIRE AND RESCUE EQUIPMENT TO SUPPORT COLUMBUS FIRE AND EMERGENCY MEDICAL SERVICES OPERATIONS AT THE MARATHON PETROLEUM FACILITY AND THROUGHOUT THE COMMUNITY IN THE AMOUNT OF \$5,000.00, OR AS OTHERWISE AWARDED, FROM THE MARATHON COMMUNITY INVESTMENT PROGRAMS WITH NO MATCHING FUNDS REQUIRED. THE MULTI-GOVERNMENTAL FUND WILL BE AMENDED BY THE AMOUNT OF THE AWARD.

**WHEREAS**, the Columbus Fire and Emergency Medical Services (CFEMS) is requesting funds for fire and rescue equipment amounting to a total of \$5,000.00. No matching funds are required; and,

**WHEREAS**, the resources in the grant proposal will be used to support fire and rescue operations at the Marathon Petroleum facility and throughout the community; and,

**WHEREAS,** the Marathon Community Investment Programs supports Columbus Fire and EMS efforts to provide fire and rescue services throughout the community; and,

**WHEREAS**, this grant proposal will require no matching funds.

## NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HERBY RESOLVES:

- 1) That the City Manager is hereby authorized to approve the Marathon First Responder Grant program application for fire and rescue equipment for Columbus Fire and Emergency Medical Services for \$5,000.00 or as otherwise awarded with no matching funds required.
- 2) That the Multi-Governmental Fund will be amended by the amount of the award.

A. General Contractor Services and Housing Inspection Services for the Community Redevelopment Department (Annual Contract) – RFB No. 24-0012

TO:	Mayor and Councilors
AGENDA SUBJECT:	General Contractor Services and Housing Inspection Services for the Community Redevelopment Department (Annual Contract) – RFB No. 24-0012
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of annual contracts with Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and National Property Institute, LLC (Lithonia, GA) for general contractor services and with Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and The W Real Estate and Investment Group (Atlanta, GA) for housing inspection services for single-family housing located throughout Columbus-Muscogee County. The Community Reinvestment Department will procure the services on an as-needed basis. As projects arise, the Community Reinvestment Department will obtain written quotes from the contractors. The City has been awarded \$3,000,000 to complete several projects within the scope of the contracts. Vendor engagement will occur until all funding has been exhausted.

The City has been awarded American Rescue Plan (ARP) Funding and annually receives HUD Entitlement funding. With this funding, the Community Reinvestment Department has created the Homeowner Occupied Rehabilitation and ADA Accessibility programs. The City recognizes the need to repair or renovate various citizen-owned homes to preserve housing affordability. This contract will be utilized to engage with qualified vendors in order to make the program work.

The general contractor services are for renovations of residential housing. The services will be limited to the following:

- A. Roofs
- B. Critical systems, including HVAC water heaters, water pumps, and related systems.
- C. Doors/windows
- D. Electrical
- E. Plumbing
- F. Life safety improvements (ADA Compliance) to include installation of ramps; expanding doorways and hallways to accommodate wheelchairs and mobility aids; replacing traditional tubs with roll-in showers for more accessibility for those with mobility issues; installing grab bars in bathrooms in order to provide support and stability; lowering the height of bathroom sinks and providing knee clearance; lowering countertops and providing knee space under sinks; installing pull-out shelves or

adjustable-height cabinets in kitchens; using non-slip flooring materials in bathrooms and throughout the home; adding handrails and railings along staircases, ramps, and in hallways; placing threshold ramps at doorways; ensuring front entrances are step-free and have level landing; and lowering light switches and electrical outlets.

The housing inspection contractors will provide the following services:

- A. Thoroughly inspect each structure, at the request of the City, to determine if the structure is a viable candidate for rehabilitation.
- B. Prepare inspection report, which fully details the inspector's recommendation to rehabilitate structure or not to rehabilitate structure.
- C. If structure proves to be a candidate for rehabilitation, prepare work write up and specifications for rehabilitation.
- D. Develop a scope and cost estimates for rehabilitation process.
- E. Monitor progress of contractor(s) during the rehabilitation process.
- F. Oversight of all residential programs new/rehabilitative projects.
- G. Inspection of rental units assisted with federal funding from the Community Reinvestment Department.

The contract term shall be for two years with the option to renew for three additional twelve-month periods. The contract renewals shall be contingent upon the mutual agreement of the City and the Contractors.

#### **Annual Contract History:**

This is the first annual contract for these services.

#### **RFP Advertisement and Receipt of Proposals:**

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on November 6, 2023. This RFP has been advertised, opened and evaluated. Four proposals were received by the due date of January 12, 2024, from the following vendors:

Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA)
National Property Institute, LLC (Lithonia, GA)
The W Real Estate and Investment Group (Atlanta, GA)
Residential Enhancements, Inc. dba RE Global (Tucker, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS			
Description	Date	Agenda/Action	
Pre-Evaluation Meeting	02/09/24	The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the project manager provided an overview of the contract requirements. Proposal copies were provided via email to the evaluation	
		committee.	

1 <sup>st</sup> Evaluation Meeting	02/23/24	The committee discussed each proposal and determined clarification was required from two vendors and additional information needed to be forwarded to the vendors.
Clarification Requested	03/06/24	Clarification was requested from the vendors.
Clarification Received	03/13/24	Clarification responses were received, with one vendor including a request for additional information.
Additional Information Forwarded	04/12/24	Additional information was forwarded to the vendors.
Confirmation Received for Additional Information	04/19/24	The vendors confirmed receiving and understanding the additional information.
Clarification and Additional Information forwarded to Committee	04/19/24	The clarification and additional information responses were forwarded to the committee members for review.
Evaluation Forms Sent	04/22/24	Evaluation forms were forwarded to voting committee members.
Evaluation Forms Completed	04/29/24	All Evaluation forms were completed and returned to Purchasing for compilation results.
2 <sup>nd</sup> Evaluation Meeting & Award Recommendations	05/14/24	The committee discussed the evaluation results; the award recommendations are as follows:
		Option A - General contractor services: The voting committee members unanimously recommended award to the two highest-scoring vendors, Granville Enterprises, LLC dba Supreme Service Company and National Property Institute, LLC.
		Option B - Housing inspection services: With a vote of 4-to-1, the voting committee members recommended award to the two highest-scoring vendors, Granville Enterprises, LLC dba Supreme Service Company and The W Real Estate and Investment Group.

### **Evaluation Committee:**

The proposals were reviewed by the Evaluation Committee, which consisted of two voting members from the Community Reinvestment Department, and three voting members from the Inspections & Code Department.

An additional representative from the Community Reinvestment Department and an additional representative from the Inspections & Code Department served as alternate voters.

Serving as non-voting advisors were an additional representative from the Community Reinvestment Department and an additional representative from the Inspection & Code Department.

### **Award Recommendation:**

Option A - General contractor services: The voting committee members unanimously recommended award to the two highest-scoring vendors, Granville Enterprises, LLC dba Supreme Service Company and National Property Institute, LLC.

Option B - Housing inspection services: With a vote of 4-to-1, the voting committee members recommended award to the two highest-scoring vendors, Granville Enterprises, LLC dba Supreme Service Company and The W Real Estate and Investment Group.

The voting committee members listed the following reasons for the recommendations:

### Option A - General Contractor Services

### o Granville Enterprises, LLC dba Supreme Service Company

- Granville Enterprises, LLC dba Supreme Service Company has served as general contractor on multiple projects for the Columbus Housing Authority as well as NeighborWorks of Columbus, for which the vendor provided services for six new homes in 2022.
- The vendor is local and works with local suppliers to ensure jobs are completed on time and within budget.
- For 8 years, Granville Enterprises, LLC dba Supreme Service Company was a preferred contractor for Lowe's Home Improvement.
- Qualifications/Experience:
  - Granville Enterprises, LLC dba Supreme Service Company is based in Columbus, Georgia.
  - The vendor has been in the construction industry for over 20 years.
  - The vendor possesses a current Residential General Contractor license, issued by the state of Georgia.
- Below are similar projects completed by the vendor within the last five years:
  - Housing Authority of Columbus, GA)
     Rehabilitation of fire-damaged apartment unit in Wilson Apartments.
  - CHI Asset Management, LLC/Neighbor Works (Columbus, GA) 09/2021 12/2022

Built a total of 6 houses for the 4<sup>th</sup> Avenue development project.

- New Life Christian Ministry (Buena Vista, GA)
   Complete build-out of church.
- <u>The Peach Cobbler Factory (Columbus, GA)</u> 04/2023 05/2023 Complete build-out for restaurant.
- Spine Mountain Physical Therapy (Pine Mountain, GA)04/2023 05/2023

Complete buildout.

- Lowes (Columbus, GA) 01/2015 01/2023
   Installed all residential roofing as a subcontractor for Lowes.
- Lowes (Opelika, GA) 01/2015 01/2023
   Installed all residential roofing as a subcontractor for Lowes.

### National Property Institute, LLC

- The company appears to have a dedication to affordable housing and has experience with local housing authorities and other community development agencies, as well as the local and federal governments.
- National Property Institute has completed multiple projects for housing organizations in and around Atlanta.
- The vendor is experienced in providing oversight of roles and responsibilities, with proficiency in Land Bank operations.

### • Qualifications/Experience:

- National Property Institute, LLC was founded in 2004 and is a Georgia limited liability company.
- The vendor provides project management, property management, asset management, general contracting, general home repairs, new construction, rehabilitation/renovation, and consulting services.
- The vendor's owner/president possesses a current Residential General Contractor license, issued by the state of Georgia.
- Below are similar projects completed by the vendor within the last five years:
  - Sovereign Construction & Development (Atlanta, GA) 12/2022 07/2023
     New construction of 1200 sf single-family home.
  - Sovereign Construction & Development (Atlanta, GA) 02/2023 07/2023
     Extensive rehab of low income housing, including HVAC, electrical, plumbing, etc.
  - Atlanta Neighborhood Development Partnership (Atlanta, GA) 07/2022 02/2023
     Full renovation of single-family home.
  - Atlanta Neighborhood Development Partners (Atlanta, GA)
     12/2023
     Rehab of single-family house.

DeKalb Housing Authority (Decatur, GA)
 Single-family rehab.

05/2019 - 12/2019

### • Option B – Housing Inspection Services

### o Granville Enterprises, LLC dba Supreme Service Company

- Granville Enterprises, LLC dba Supreme Service Company has sufficient experience listed with both corporations and private citizens.
- Commercial and residential inspection experience i.e., churches, insurance claims, etc.
- The vendor has a strong knowledge of code and local regulations.
- The vendor has a high pass rate, indicative of attention to detail and performing internal inspection work before requesting inspections from the City's Inspections & Code Department.
- Qualifications/Experience:
  - Granville Enterprises, LLC dba Supreme Service Company is based in Columbus, Georgia.
  - The vendor has been in the construction industry for over 20 years.
  - The vendor possesses a current Residential General Contractor license, issued by the state of Georgia.
- Below are similar projects completed by the vendor within the last five years:
  - Lowes (Columbus, GA) 01/2015 01/2023
     Inspection services for roofing. Installed all residential roofing as a subcontractor for Lowes.
  - Lowes (Opelika, GA) 01/2015 01/2023
     Inspection services for roofing. Installed all residential roofing as a subcontractor for Lowes.
  - <u>5931 Briarcliff Drive (Columbus, GA)</u> 01/2022 8/2022 Inspections as well as new construction and site development.
  - 9010 GA Hwy 315 (Cataula, GA) 06/2021 02/2022
     Inspections as well as new construction and site development.
  - <u>Supreme Property Group (Waverly Hall, GA)</u> 01/2020 present Inspections of rental and inspection properties.
  - Lowes (Opelika, GA) 01/2015 01/2023
     Inspection services for roofing. Installed all residential roofing as a subcontractor for Lowes.

#### **o** The W Real Estate and Investment Group

- The W Real Estate and Investment Group has properly trained and certified inspectors.
- The vendor's client history consists of long-term projects.
- The vendor was able to demonstrate a history of completing inspections throughout the metro Atlanta area.
- The vendor has experience with government contracting services.
- Qualifications/Experience:
  - The W Real Estate and Investment Group has experience in providing real estate, facilities management, construction management, and government contracting services.
  - The vendor is subcontracting with Home Inspection Providers, LLC, which has more than 20 years of experience in the housing inspection industry.
  - An employee of Home Inspection Providers is a certified inspector by the American Society of Home Inspectors (ASHI). The employee has performed over 250 home inspections.
- Below are similar projects completed by the vendor within the last five years:

_	5135 Hidden Hills Trace (Stone Mountain, GA) Home inspection services for the sale of the property.	01/2020 – 02/2020
_	402 Milky Way (Stockbridge, GA) Home inspection services.	11/2023 – 12/2023
_	951 Shadow Ridge Trail (Lithonia, GA) Home inspection services.	11/2020 – 12/2020
-	6470 Wright Circle (Sandy Springs, GA) Home inspection services and report.	08/2021 - 09/2021
_	MLO & Associates (Smyrna, GA) Home inspection services.	10/2021 - 11/2021

The City's Procurement Ordinance Article 3-110 (Competitive Sealed Proposals for the procurement of Equipment, Supplies and Professional Services) governs the RFP Process. During the RFP process, there is no formal opening due to the possibility of negotiated components of the proposal. In the event City Council does not approve the recommended offeror, no proposal responses or any negotiated components are made public until after the award of the contract. Therefore, the evaluation results have been submitted to the City Manager in a separate memo for informational purposes.

Funds are available in the FY24 Budget: American Rescue Plan Fiscal Recovery Fund – Federal ARP –

Federal Negative Economic Impact EO – Payments to Others – Homeowner Occupied Rehab Program – (ARP); 0218-691-1200-ARES-9422-40449-20230 and American Rescue Plan Fiscal Recovery Fund – Federal ARP – Federal Negative Economic Impact EO – Payments to Others – Handicap Access Program (ARP); 0218-691-1200-ARES-9422-40450-20230.

#### A RESOLUTION

NO.	,		

A RESOLUTION AUTHORIZING THE EXECUTION OF ANNUAL CONTRACTS WITH GRANVILLE ENTERPRISES, LLC DBA SUPREME SERVICE COMPANY (COLUMBUS, GA) AND NATIONAL PROPERTY INSTITUTE, LLC (LITHONIA, GA) FOR GENERAL CONTRACTOR SERVICES AND WITH GRANVILLE ENTERPRISES, LLC DBA SUPREME SERVICE COMPANY (COLUMBUS, GA) AND THE W REAL ESTATE AND INVESTMENT GROUP (ATLANTA, GA) FOR HOUSING INSPECTION SERVICES FOR SINGLE-FAMILY HOUSING LOCATED THROUGHOUT COLUMBUS-MUSCOGEE COUNTY. THE COMMUNITY REINVESTMENT DEPARTMENT WILL PROCURE THE SERVICES ON AN AS-NEEDED BASIS. AS PROJECTS ARISE, THE COMMUNITY REINVESTMENT DEPARTMENT WILL OBTAIN WRITTEN QUOTES FROM THE CONTRACTORS. THE CITY HAS BEEN AWARDED \$3,000,000.00 TO COMPLETE SEVERAL PROJECTS WITHIN THE SCOPE OF THE CONTRACTS. VENDOR ENGAGEMENT WILL OCCUR UNTIL ALL FUNDING HAS BEEN EXHAUSTED.

**WHEREAS**, an RFP was administered (RFP No. 24-0012) and four proposals were received; and,

WHEREAS, the proposals submitted by Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and National Property Institute, LLC (Lithonia, GA) for general contractor services and the proposals submitted by Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and The W Real Estate and Investment Group (Atlanta, GA) for housing inspection services, met all proposal requirements and were deemed most responsive to the RFP; and,

**WHEREAS,** the contract term shall be for two years with the option to renew for three additional twelve-month periods. The contract renewal shall be contingent upon the mutual agreement of the City and the Contractors.

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

That the City Manager and/or his designee is hereby authorized to execute annual contracts with Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and National Property Institute, LLC (Lithonia, GA) for general contractor services and with Granville Enterprises, LLC dba Supreme Service Company (Columbus, GA) and The W Real Estate and Investment Group (Atlanta, GA) for housing inspection services for single-family housing located throughout Columbus-Muscogee County. The Community Reinvestment Department will procure the services on an as-needed basis. As projects arise, the Community Reinvestment Department will obtain written quotes from the contractors. The City has been awarded \$3,000,000 to complete several projects within the scope of the contracts. Vendor engagement will occur until all funding has been exhausted. Funds are available in the FY24 Budget: American Rescue Plan Fiscal Recovery Fund – Federal ARP – Federal Negative

Economic Impact EO – Payments to Others – Homeowner Occupied Renab Program (ARP); 0218-691-1200-ARES-9422-40449-20230 and American Rescue Plan Fiscal Recovery Fund – Federal ARP – Federal Negative Economic Impact EO – Payments to Others – Handicap Access Program (ARP); 0218-691-1200-ARES-9422-40450-20230.
Introduced at a regular meeting of the Council of Columbus, Georgia, held theday of, 2024 and adopted at said meeting by the affirmative vote ofmembers of said Council.
Councilor Allen voting Council District 1 Seat voting Councilor Begly voting Councilor Cogle voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor Huff voting Councilor Thomas voting Councilor Tucker voting
Sandra T. Davis, Clerk of Council  B.H. "Skip" Henderson III, Mayor

File	Atta	chme	nts	for	ltem:
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Contract Extension for Temporary Staffing for the Civic Center and Other City Departments (Annual ontract) – RFP No. 17-0021	

то:	Mayor and Councilors
AGENDA SUBJECT:	Contract Extension for Temporary Staffing for the Civic Center and Other City Departments (Annual Contract) – RFP No. 17-0021
INITIATED BY:	Finance Department

It is requested that Council authorize the extension of the annual contract for Temporary Staffing for the Civic Center and other City Departments with Global Personnel Services (Columbus, GA), Primary Contractor, and Labor Finders (Columbus, GA), Secondary Contractor, for an additional four-month period.

Global Personnel Services and Labor Finders are contracted to provide temporary staffing for the Civic Center on an "as needed" basis. This contract is also used by other City Departments. The current contract expires on July 9, 2024.

Per Resolution No. 338-17, Council authorized a five-year contract with both Global Personnel Services and Labor Finders. The contract expired on October 9, 2022. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. A six-month extension was approved on September 26, 2023, per Resolution No. 347-23 to allow time to advertise a new RFP. A three-month extension was approved on March 12, 2024, per Resolution No. 081-24, to allow for the receipt and evaluation of vendor responses. However, it is necessary to request additional time to complete the RFP evaluation process and award a new contract due to the City receiving twenty-six (26) vendor proposals. Council approval is required for contract extensions beyond one year.

Funds are budgeted each fiscal year for this ongoing expense: Civic Center Fund – Civic Center – Other Events – Contractual Services; 0757-160-2500-CIVC-6319.

#### **A RESOLUTION**

NO.	

A RESOLUTION AUTHORIZING THE EXTENSION OF THE ANNUAL CONTRACT FOR TEMPORARY STAFFING FOR THE CIVIC CENTER AND OTHER CITY DEPARTMENTS WITH GLOBAL PERSONNEL SERVICES (COLUMBUS, GA), AND LABOR FINDERS (COLUMBUS, GA) FOR AN ADDITIONAL FOUR-MONTH PERIOD.

**WHEREAS,** Global Personnel Services and Labor Finders are contracted to provide temporary staffing for the Civic Center on an "as needed" basis. This contract is also used by other City Departments. The current contracts expire on April 9, 2024; and,

WHEREAS, Per Resolution No. 338-17, Council authorized a five-year contract with both Global Personnel Services and Labor Finders. The contract expired on October 9, 2022. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. A six-month extension was approved on September 26, 2023, per Resolution No. 347-23 to allow time to advertise a new RFP. A three-month extension was approved on March 12, 2024, per Resolution No. 081-24, to allow for the receipt and evaluation of vendor responses. However, it is necessary to request additional time to complete the RFP evaluation process and award a new contract due to the City receiving twenty-six (26) vendor proposals. Council approval is required for contract extensions beyond one year.

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

That the City Manager and/or his designee is hereby authorized to extend the annual contract for Temporary Staffing for the Civic Center and other City Departments with Global Personnel Services (Columbus, GA), and Labor Finders (Columbus, GA), for an additional fourmonth period. Funds are budgeted each fiscal year for this ongoing expense: Civic Center Fund – Civic Center – Other Events – Contractual Services; 0757-160-2500-CIVC-6319.

e	neeting of the Council of Columbus, Georgia, held the and adopted at said meeting by the affirmative vote of	day
members of said Council.	ind adopted at said infecting by the arminative vote of	
Councilor Allen voting		
Council District 1 Seat voting		
Councilor Begly voting		
Councilor Cogle voting		
Councilor Crabb voting		
Councilor Davis voting		
Councilor Garrett voting		
Councilor Huff voting		

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Councilor Thomas voting  Councilor Tucker voting	
Sandra T. Davis, Clerk of Council	B.H. "Skip" Henderson III, Mayor

C. One (1) 2024 Silverado 2500HD 2WD Double Cab for Engineering Department – Sourcewell Cooperative Contract Purchase

то:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2024 Silverado 2500HD 2WD Double Cab for Engineering Department – Sourcewell Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2024 Silverado 2500HD 2WD Double Cab for Engineering Department from Alan Jay Fleet Sales (Sebring, FL) at a total price of \$68,000.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091521-NAF.

The vehicle will be used by Engineering Department Traffic Operations supervisor to visit work sites for the signal/sign shop. This is a replacement vehicle.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #091521, initiated by Sourcewell, whereby 72 Hour LLC dba National Auto Fleet Group, was the successful vendor contracted to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Alan Jay Fleet Sales is an authorized dealer for National Auto Fleet Group. The contract, which commenced November 4, 2021, is good through November 8, 2025, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: General Fund – Engineering Department – Traffic Engineering – Light Trucks; 0101 – 250 – 2100 – TRAF – 7722.

#### **A RESOLUTION**

NO.			

A RESOLUTION AUTHORIZING THE PURCHASE ONE (1) 2024 SILVERADO 2500HD 2WD DOUBLE CAB FOR THE ENGINEERING DEPARTMENT FROM ALAN JAY FLEET GROUP (SEBRING, FL) AT A TOTAL PRICE OF \$68,000.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #091521-NAF.

**WHEREAS**, the vehicle will be used by Engineering Department Traffic Operations supervisor to visit work sites for the signal/sign shop. This is a replacement vehicle; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #091521, initiated by Sourcewell, whereby 72 Hour LLC dba National Auto Fleet Group, was the successful vendor contracted to provide Automobiles, SUVs, Vans, and Light Trucks with Related Equipment and Accessories. Alan Jay Fleet Sales is an authorized dealer for National Auto Fleet Group. The contract, which commenced November 4, 2021, is good through November 8, 2025, with an option for one additional year upon the request of Sourcewell and written agreement by Supplier. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager and/or his designee is hereby authorized is hereby authorized to purchase one (1) 2024 Silverado 2500HD 2WD Double Cab for Engineering Department from Alan Jay Fleet Sales (Sebring, FL) at total price of \$68,000.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #091521-NAF. Funds are budgeted in the FY24 Budget: General Fund –Engineering Department– Traffic Engineering – Light Trucks; 0101 – 250 – 2100 – TRAF – 7722.

	a regular meeting of the Council of Columbus, Georgia, held the
Councilor Allen voti	ng

Council District 1 Seat voting Councilor Begly voting Councilor Cogle voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor Huff voting Councilor Thomas voting		
Councilor Thomas voting Councilor Tucker voting		
Sandra T. Davis, Clerk of Council	il	B.H. "Skip" Henderson III, Mayor

**D.** Two (2) Toro RM3100 Reel Mowers for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase

TO:	Mayor and Councilors
AGENDA SUBJECT:	Two (2) Toro RM3100 Reel Mowers for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of two (2) Toro RM3100 Reel Mowers for Parks and Recreation from Jerry Pate Turf & Irrigation (Atlanta, GA) at a unit price of \$57,332.66 and a total cost of \$114,645.32. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-0000177-0014.

The Parks and Recreation Department was approved to purchase two (2) Toro Reel Mowers in the FY24 mid-year budget. The mowers will be used by the Division of Park Services to cut grass. This is new equipment.

Georgia Statewide Contract #99999-001-SPD-0000177-0014 is a cooperative contract whereby Jerry Pate Turf & Irrigation is one of the awarded vendors contracted to provide Tractors, Mowers and Earth Moving Equipment. The term of the contract is good through May 31, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: General Fund – Parks and Recreation – Parks Services – Off Road Equipment; 0101 – 270 – 2100 – PSRV - 7725.

#### **A RESOLUTION**

NO.			

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) TORO RM3100 REEL MOWERS FOR PARKS AND RECREATION FROM JERRY PATE TURF & IRRIGATION (ATLANTA, GA) AT A UNIT PRICE OF \$57,332.66 PER UNIT AND A TOTAL COST OF \$114,645.32. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-001-SPD-0000177-0014.

**WHEREAS,** the Parks and Recreation Department was approved to purchase two (2) Toro Reel Mowers in the FY24 mid-year budget; and,

**WHEREAS,** the mowers will be used by the Division of Park Services to cut grass. This is new equipment; and,

**WHEREAS,** Georgia Statewide Contract #99999-001-SPD-0000177-0014 is a cooperative contract whereby Jerry Pate Turf & Irrigation. is one of the awarded vendors contracted to provide Tractors, Mowers and Earthmoving Equipment. The term of the contract is good through May 31, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager and/or his designee is hereby authorized to purchase two (2) Toro RM3100 Mowers for Parks and Recreation from Jerry Pate Turf & Irrigation (Atlanta, GA) at a unit price of \$57,332.66 per unit and a total cost of \$114,645.32. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-0000177-0014. Funds are budgeted in the FY24 Budget: General Fund – Parks and Recreation – Parks Services – Off Road Equipment; 0101-270-2100-PSRV-7725.

Introduced et a regule	ar meeting of the Council of Columbus, Georgia, held the	da
•	4 and adopted at said meeting by the affirmative vote of	_ ua
members of said Council.		
Councilor Allen voting		
Council District 1 voting	<u>.</u>	
Councilor Begley voting	<u>.</u>	
Councilor Cogle voting	<u>.</u>	
Councilor Crabb voting	<del></del> ,	
Councilor Davis voting	<del></del>	
Councilor Garrett voting	<del></del> ,	
Councilor Huff voting		
Councilor Thomas voting		

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Councilor Tucker voting	<u>.</u>
Sandra T. Davis, Clerk of Council	B.H. "Skip" Henderson III, Mayor

E. One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase

TO:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation from Wade Ford (Smyrna, GA) in the amount of \$48,530.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-ES40199373-009S.

The vehicle will be used by Parks and Recreation Department staff to transport your and adult participants to various programs and activities. This is a replacement vehicle.

Georgia Statewide Contract #99999-001-SPD-ES40199373-009S is a cooperative contract whereby Wade Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20230 and 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20240.

#### **A RESOLUTION**

NO.			

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2023 FORD T350 LR PASSENGER VAN XL FROM WADE FORD (SMYRNA, GA) IN THE AMOUNT OF \$48,530.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-001-SPD-ES40199373-009S.

WHEREAS, The vehicle will be used by Parks and Recreation Department staff to transport your and adult participants to various programs and activities. This is a replacement vehicle; and,

**WHEREAS,** Georgia Statewide Contract #99999-001-SPD-ES40199373-009S is a cooperative contract whereby Wade Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager and/or his designee is hereby authorized to purchase one (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation from Wade Ford (Smyrna, GA) in the amount of \$48,530.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-ES40199373-009S. Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20230 and 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20240.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the of, 2024 and adopted at said meeting by the affirmative vote of			
members of said Council.			
Councilor Allen voting			
Council District 1 voting	<del></del>		
Councilor Begley voting			
Councilor Cogle voting			
Councilor Crabb voting			
Councilor Davis voting	<del></del>		
Councilor Garrett voting			
Councilor Huff voting			
Councilor Thomas voting	<del></del>		
Councilor Tucker voting			

#_
#⊢.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

F. One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase

то:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation from Wade Ford (Smyrna, GA) in the amount of \$55,035.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-ES40199373-009S.

The vehicle will be used by Parks and Recreation Department staff to transport your and adult participants to various programs and activities. This is a replacement vehicle.

Georgia Statewide Contract #99999-001-SPD-ES40199373-009S is a cooperative contract whereby Wade Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20240.

#### **A RESOLUTION**

NO.			

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2023 FORD T350 LR PASSENGER VAN XL FROM WADE FORD (SMYRNA, GA) IN THE AMOUNT OF \$55,035.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-001-SPD-ES40199373-009S.

WHEREAS, The vehicle will be used by Parks and Recreation Department staff to transport your and adult participants to various programs and activities. This is a replacement vehicle; and,

**WHEREAS,** Georgia Statewide Contract #99999-001-SPD-ES40199373-009S is a cooperative contract whereby Wade Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager and/or his designee is hereby authorized to purchase one (1) 2023 Ford T350 LR Passenger Van XL for Parks and Recreation from Wade Ford (Smyrna, GA) in the amount of \$55,035.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD-ES40199373-009S. Funds are budgeted in the FY24 Budget: 2021 Sales Tax Project Fund – 2021 SPLOST – 21 SPLOST Infrastructure – Light Trucks – Heavy Equipment/Vehicles- Parks & Recreation; 0567 – 696 – 3115 – STIF – 7722 – 54451 – 20240.

Introduced at a regular	meeting of the Council of Columbus, Georgia, held the	da
of, 2024	and adopted at said meeting by the affirmative vote of	
members of said Council.		
Councilor Allen voting		
Council District 1 voting	<u>.</u>	
Councilor Begley voting	<del>.</del>	
Councilor Cogle voting	<del></del> ,	
Councilor Crabb voting	<del></del> ,	
Councilor Davis voting	<del></del>	
Councilor Garrett voting	<del></del>	
Councilor Huff voting	<del></del>	
Councilor Thomas voting	<del></del>	
Councilor Tucker voting	<del></del>	

ltem	#F

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

- Page 183 -

G. E911 Dispatch Consoles for Police Department – HGACBUY Cooperative Contract Purchase

File Attachments for Item:

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	E911 Dispatch Consoles for Police Department – HGACBUY Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of E911 dispatch consoles from Russ Bassett (Whittier, CA) in the total amount of \$505,680.25 (\$431,893.85 to replace consoles at E911 located in the Public Safety Building and \$73,786.40 to replace consoles at the backup Center). The purchase will be accomplished by Cooperative Purchase, via HGACBuy Contract #EC07-23.

The current consoles located in the Public Safety Building were purchased in 2000 and are no longer fully functional. Dispatch consoles have hydraulics that allow for the raising/lowering of the desk to achieve multiple heights for monitors to allow the Dispatcher to sit or stand. This is necessary for the long shifts and limited ability to leave the workstation. There is also an organizational issue with current consoles. New consoles would allow the Department to create more space and protection between personnel against infectious diseases.

The current dispatching equipment at the Backup Center is placed on classroom tables. Conventional tables such as this are not suitable for E911 dispatching. Dispatchers work 12-hour shifts so there is always someone at these workstations. The tables do not accommodate the number of monitors and other related equipment necessary. New consoles are equipped to handle the large amount of cabling required and provide clear lines of site, adjustable heights, and sit/stand features.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #EC07-23, initiated by HGACBuy, whereby Ross Bassett was one of the successful vendors contracted to provide 9-1-1 Equipment & Emergency Notification Software & Services. The contract, which commenced August 1, 2023, is good through June 30, 2025. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. The RFP process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance. Additionally, Cooperative Purchasing is authorized per Article 9-101 of the Procurement Ordinance.

Funds are budgeted in the FY245 Budget: LOST/Public Safety Fund – Police – Public Safety/LOST – Furniture; 0102-400-9900-LOST-7731

#### **A RESOLUTION**

NO.			

A RESOLUTION AUTHORIZING THE PURCHASE OF E911 DISPATCH CONSOLES FROM RUSS BASSETT (WHITTIER, CA) IN THE TOTAL AMOUNT OF \$505,680.25 (\$431,893.85 TO REPLACE CONSOLES AT E911 LOCATED IN THE PUBLIC SAFETY BUILDING AND \$73,786.40 TO REPLACE CONSOLES AT THE BACKUP CENTER). THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE, VIA HGACBUY CONTRACT #EC07-23.

WHEREAS, the current consoles located in the Public Safety Building were purchased in 2000 and are no longer fully functional. Dispatch consoles have hydraulics that allow for the raising/lowering of the desk to achieve multiple heights for monitors to allow the Dispatcher to sit or stand. This is necessary for the long shifts and limited ability to leave the workstation. There is also an organizational issue with current consoles. New consoles would allow the Department to create more space and protection between personnel against infectious diseases; and,

WHEREAS, the current dispatching equipment at the Backup Center is placed on classroom tables. Conventional tables such as this are not suitable for E911 dispatching. Dispatchers work 12-hour shifts so there is always someone at these workstations. The tables do not accommodate the number of monitors and other related equipment necessary. New consoles are equipped to handle the large amount of cabling required and provide clear lines of site, adjustable heights, and sit/stand feature; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #EC07-23, initiated by HGACBuy, whereby Ross Bassett was one of the successful vendors contracted to provide 9-1-1 Equipment & Emergency Notification Software & Services. The contract, which commenced August 1, 2023, is good through June 30, 2025. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. The RFP process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance. Additionally, Cooperative Purchasing is authorized per Article 9-101 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase of E911 dispatch consoles from Russ Bassett (Whittier, CA) in the total amount of \$505,680.25 (\$431,893.85 to replace consoles at E911 located in the Public Safety Building and \$73,786.40 to replace consoles at the backup Center). The purchase will be accomplished by Cooperative Purchase, via HGACBuy Contract

Item #G.

#EC07-23. Funds are bu	udgeted in the FY245 Budget: LOST/Public Safety Fund – Police –
	rniture; 0102 – 400 – 9900 – LOST – 7731.
•	
Introduced at a re	egular meeting of the Council of Columbus, Georgia, held theday
	, 2024 and adopted at said meeting by the affirmative vote of
members of said	<u>.</u>
Councilor Allen	voting
Council District 1 Seat	voting
Councilor Begly	voting
Councilor Cogle	voting
Councilor Crabb	voting
Councilor Davis	voting
Councilor Garrett	voting
Councilor Huff	voting
Councilor Thomas	voting
Councilor Tucker	voting
Sandra T. Davis, Clerk o	f Council B.H. "Skip" Henderson III, Mayor

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H. First-In Alerting Smart Station System for Fire & EMS – Sourcewell Cooperative Contract Purchase

File Attachments for Item:

# **Columbus Consolidated Government Council Meeting Agenda Item**

то:	Mayor and Councilors
AGENDA SUBJECT:	First-In Alerting Smart Station System for Fire & EMS – Sourcewell Cooperative Contract Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of the First-in Alerting Smart Station System from Westnet, LLC (Hunting Beach, CA) in the amount of \$145,357.43. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #042021-WNT.

The First-In Fire Station Alerting System utilizes a series of remote units placed strategically throughout the fire station to notify Fire and EMS personnel of an emergency call in the quickest, safest and most advanced means possible. This public safety communication technology and hardware solution will be installed in Fire Station #2 and #10.

The purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #042021, initiated by Sourcewell, whereby Westnet, LLC was one of the successful vendors contracted to provide Public Safety Communications Technology and Hardware Solutions. The contract, which commenced June 28, 2021, is good through June 23, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance. Additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: LOST/Public Safety Fund - Fire & EMS – Public Safety/LOST – Capital Expend - Over \$5,000; 0102 – 410 – 9900 – LOST – 7761.

#### **A RESOLUTION**

NO.	

A RESOLUTION AUTHORIZING THE PURCHASE OF THE FIRST-IN ALERTING SMART STATION SYSTEM FROM WESTNET, LLC (HUNTING BEACH, CA) IN THE AMOUNT OF \$145,357.43. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #042021-WNT.

**WHEREAS**, the First-In Fire Station Alerting System utilizes a series of remote units placed strategically throughout the fire station to notify Fire and EMS personnel of an emergency call in the quickest, safest and most advanced means possible. This public safety communication technology and hardware solution will be installed in Fire Station #2 and #10; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #042021, initiated by Sourcewell, whereby Westnet, LLC was one of the successful vendors contracted to provide Public Safety Communications Technology and Hardware Solutions. The contract, which commenced June 28, 2021, is good through June 23, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance. Additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase the First-in Alerting Smart Station System from Westnet, LLC (Hunting Beach, CA) in the amount of \$145,357.43. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #042021-WNT. Funds are budgeted in the FY24 Budget: LOST/Public Safety Fund - Fire & EMS – Public Safety/LOST – Capital Expend - Over \$5,000; 0102 – 410 – 9900 – LOST – 7761.

Introduced at a re	egular meeting of the Council of Columbus, Georgia, held theday
of	, 2024 and adopted at said meeting by the affirmative vote of
members of said	Council.
Councilor Allen	voting
Council District 1 Seat	voting
Councilor Begly	voting
Councilor Cogle	voting
Councilor Crabb	voting

Item #H.

Councilor Davis	voting	
Councilor Garrett	voting	
Councilor Huff	voting	
Councilor Thomas	voting	
Councilor Tucker	voting	
Sandra T. Davis, Clerk	of Council	B.H. "Skip" Henderson III, Mayor

#### **File Attachments for Item:**

I. One (1) 2024 Ford F-150 Police Pursuit Rated Pick-Up Truck for Muscogee County Prison — Georgia Statewide Contract Cooperative Purchase

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	One (1) 2024 Ford F-150 Police Pursuit Rated Pick-Up Truck for Muscogee County Prison – Georgia Statewide Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2024 Ford F-150 Police Pursuit Rated Pickup Truck for Muscogee County Prison from Allan Vigil Ford (Morrow, GA) in the amount of \$51,945.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD0000183-005.

The vehicle will be used by Muscogee County Prison as a replacement for a vehicle that was totaled in an accident.

Georgia Statewide Contract #99999-001-SPD0000183-005is a cooperative contract whereby Allan Vigil Ford is one of the awarded vendors contracted to provide Police Pursuit and Special Services Vehicles. The term of the contract is good through January 3, 2025. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: LOST-Public Safety Fund – Muscogee County Prison – Public Safety-LOST – Light Trucks; 0102-420-9900-LOST-7722.

#### **A RESOLUTION**

NO.		

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2024 FORD F-150 POLICE PURSUIT RATED PICK-UP TRUCK FROM ALLAN VIGIL FORD (MORROW, GA) IN THE AMOUNT OF \$51,945.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-001-SPD0000183005.

**WHEREAS,** The vehicle will be used by Muscogee County Prison as a replacement for a vehicle that was totaled in an accident; and,

**WHEREAS,** Georgia Statewide Contract #99999-001-SPD0000183-005 is a cooperative contract whereby Allan Vigil Ford is one of the awarded vendors contracted to provide Police Pursuit and Special Services Vehicles.. The term of the contract is good through January 3, 2025. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager and/or his designee is hereby authorized to purchase one (1) 2024 Ford F-150 Police Pursuit Rated Pick-up Truck for Muscogee County Prison from Allan Vigil Ford (Morrow, GA) in the amount of \$51,945.00. The purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-001-SPD0000183-005. Funds are budgeted in the FY24 Budget: LOST-Public Safety Fund – Muscogee County Prison – Public Safety-LOST – Light Trucks; 0102-420-9900-LOST-7722.

Introduced at a regular	r meeting of the Council of Columbus, Georgia, held the	dax
<u> </u>	4 and adopted at said meeting by the affirmative vote of	day
members of said Council.	——————————————————————————————————————	
Councilor Allen voting	<u>.</u>	
Council District 1 voting		
Councilor Begley voting		
Councilor Cogle voting	<del>.</del>	
Councilor Crabb voting	<del></del>	
Councilor Davis voting	<del></del>	
Councilor Garrett voting	<del></del> .	
Councilor Huff voting		
Councilor Thomas voting	<del></del>	
Councilor Tucker voting		

ltem	#1

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

#### File Attachments for Item:

#### 1. ONE (1) 2024 CHEVROLET SUBURBAN FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Chevrolet Suburban for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Sons Chevrolet (Columbus, GA) at a unit price of \$75,413.00. The vehicle will be used by Survey Crews from the Engineering Department who survey City property and right-of-ways. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: Sewer (Stormwater) Fund – Engineering Department – Highways and Roads – Light Trucks; 0203-250-2200-STRM-7721.

#### ONE (1) 2024 FORD EXPLORER XLT 4DR 4x2 FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Ford Explorer for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Rivertown Ford (Columbus, GA) at a unit price of \$40,000. The vehicle will be used by the Engineering Department's Traffic Operations Supervisor to visit work sites for signal/sign shop. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: General Fund – Engineering Department – Traffic Engineering – Light Trucks; 0101-250-2100-TRAF-7722.

# Columbus Consolidated Government Information Only: Exigent "Off the Lot" Vehicle Purchases – Resolution No. 106-24

#### 1. ONE (1) 2024 CHEVROLET SUBURBAN FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Chevrolet Suburban for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Sons Chevrolet (Columbus, GA) at a unit price of \$75,413.00. The vehicle will be used by Survey Crews from the Engineering Department who survey City property and right-of-ways. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: Sewer (Stormwater) Fund – Engineering Department – Highways and Roads – Light Trucks; 0203-250-2200-STRM-7721.

# 2. ONE (1) 2024 FORD EXPLORER XLT 4DR 4x2 FOR ENGINEERING DEPARTMENT

On May 17, 2024, a purchase order was executed for one (1) 2024 Ford Explorer for the Engineering Department due to exigent circumstances, as approved by Council per Resolution No. 106-24.

The vehicle will be purchased from Rivertown Ford (Columbus, GA) at a unit price of \$40,000. The vehicle will be used by the Engineering Department's Traffic Operations Supervisor to visit work sites for signal/sign shop. This is a replacement vehicle.

Funds are budgeted in the FY24 Budget: General Fund – Engineering Department – Traffic Engineering – Light Trucks; 0101-250-2100-TRAF-7722.

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**File Attachments for Item:** 



Item #B.



# BOARD OF ASSESSORS

SUZANNE WIDENHOUSE

CHIEF APPRAISER – BOARD OF ASSESSORS



# 2024 ANNUAL DIGEST ADJUSTMENTS

- No major Fair Market Value adjustments made to Residential and Commercial real property
- 6795 total sales in 2023, of which 3172 were arm's length sales.
- 5660 Personal Property Notices
- 70,835 Real Property Notices
- Net change to digest after exemptions ~2.4% increase



# 2024 ANNUAL NOTICES OF ASSESSMENT

- Notices mailed May 21, 2024
- 45-day appeal period ending July 5, 2024
- Appeals must be hand delivered, postmarked (not metered), or uploaded by deadline



Item #B.



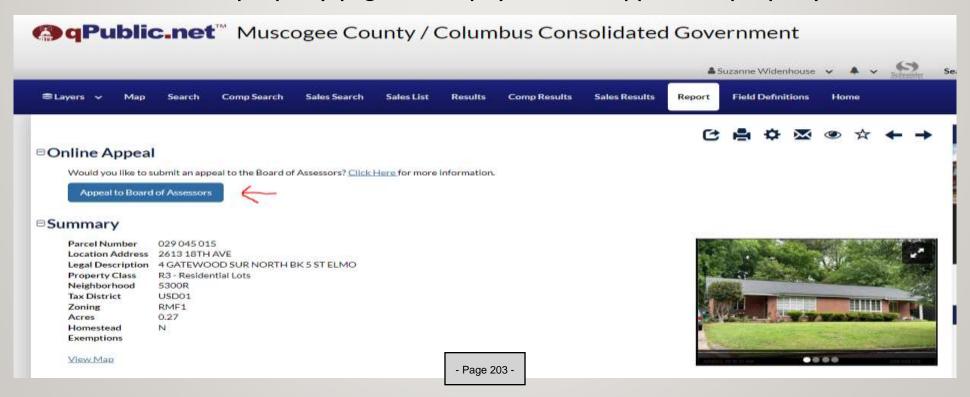
# NOTICES ONLINE & ONLINE APPEAL FILING

- Taxpayers will be able to view their notices online
- A copy of the notice will be available at qpublic.net/ga/Muscogee beginning next week
- Appeal period is May 21, 2024 July 5, 2024
- Real Property may be appealed using the online Appeal Module which is hosted on our Qpublic.net site. Link will be available on the Tax Assessors' site www.columbusga.gov/taxassessors or by going directly to www.qpublic.net/ga/muscogee
- Appeals will only be accepted during the appeal period. Link will close automatically at the end of the appeal period.



### ONLINE APPEAL REVIEW - WHAT DOES IT LOOK LIKE?

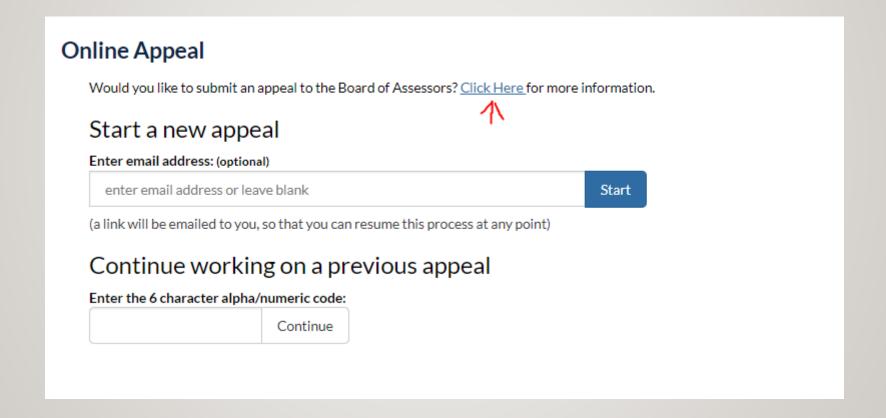
- From the search page, Taxpayer can select property by name, parcel number, or address
- Once selected the property page will display a link to appeal the property





## ONLINE APPEAL PROCESS

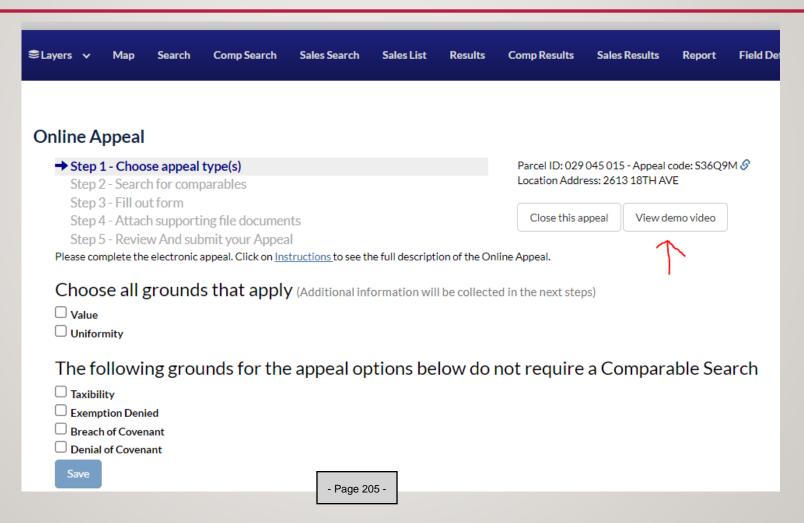
Descriptions of the types of appeals are available on the start page





# ONLINE APPEAL DEMOVIDEO

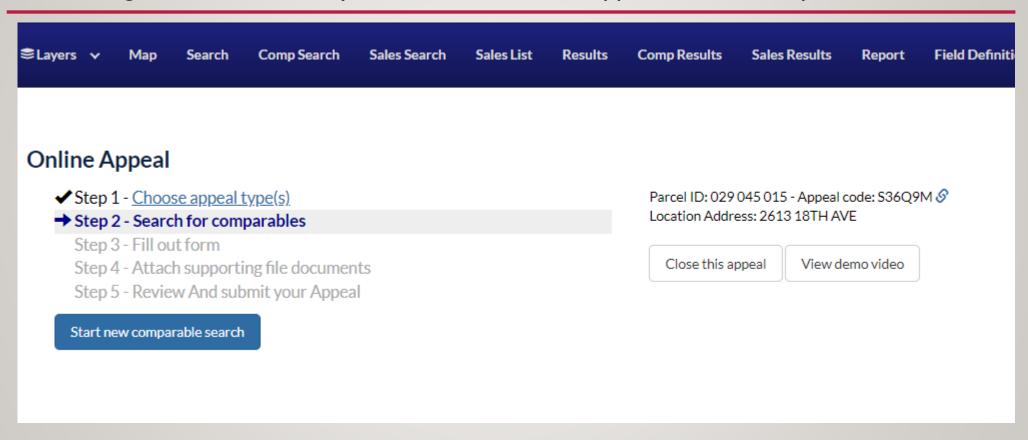
Once an appeal is started the Taxpayer can view an online video explaining the process





# ONLINE APPEAL COMPARABLE SEARCH

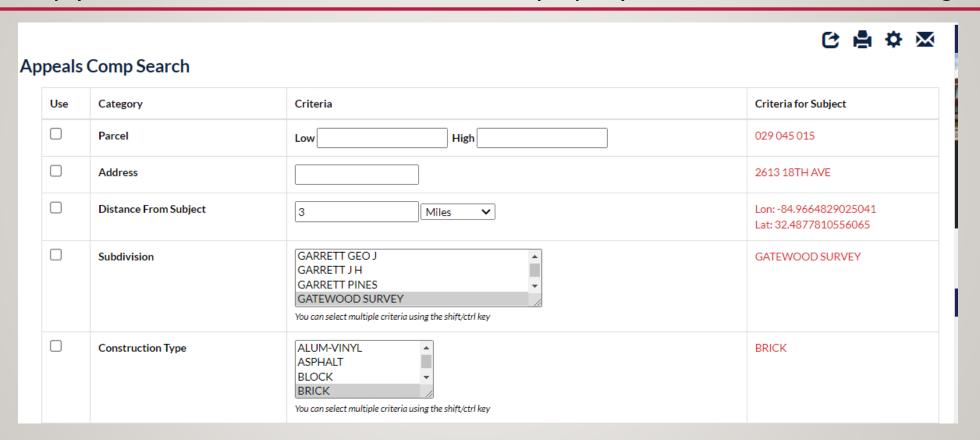
Selecting Value or Uniformity as the reason for the appeal starts a comparable search





# ONLINE APPEAL COMPARABLE SEARCH

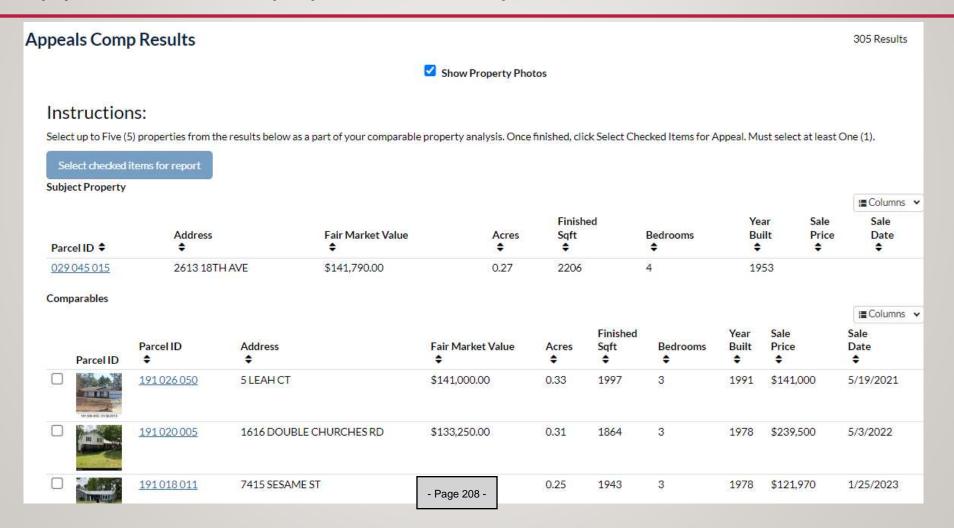
• Taxpayer can select criteria for the search, their property information shows on the right





# ONLINE SEARCH COMPARABLE SELECTION

Taxpayers can select the properties most comparable from the results list





# ONLINE APPEAL FORM

• Taxpayers fills out the online appeal form and hits save

*Owners Assertion Value	Current Assessed Value		
\$ 130,000	\$ 141,790		
Property Owner Comments			
My value is too high because	my lot is smaller.		
Contact information:			
*Contact Number	Work phone	Email	
706-123-4567	enter phone number	ccgboa@columbusga.org	
Agent's address 123 Main St, USA			
Agent's phone #	Agent's Email		
706-123-4567	Taxagent@taxagent.com	Taxagent@taxagent.com	
	e of the following options:	ourt (any/all grounds)	

Item #B.



# ONLINE APPEAL SUPPORTING DOCUMENTATION

Taxpayer can load supporting documentation and letters of authorization if needed

#### Online Appeal

- ✓ Step 1 Choose appeal type(s).
- ✓ Step 2 Search for comparables
- ✓ Step 3 Fill out form
- → Step 4 Attach supporting file documents

Step 5 - Review And submit your Appeal

Parcel ID: 029 045 015 - Appeal code: \$36Q9M & Location Address: 2613 18TH AVE

Close this appeal

View demo video

#### Attach supporting file documents

Upload any additional supportive documents here. Examples include: appraisals performed by a financial institution, a short video (in lieu of an oral hearing), c

#### Attached documents:

There are no files uploaded. Please click the "upload documents" button. If you don't have any documents to upload, then push the "skip this step" button.

Upload documents

Skip this step



# ONLINE APPEAL REVIEW AND SUBMISSION

Taxpayers can review their appeal and documents prior to submitting

#### Online Appeal

- ✓ Step 1 Choose appeal type(s)
- ✓ Step 2 Search for comparables
- ✓ Step 3 Fill out form
- ✓ Step 4 <u>Attach supporting file documents</u>
- → Step 5 Review And submit your Appeal

Parcel ID: 029 045 015 - Appeal code: S36Q9M & Location Address: 2613 18TH AVE

Close this appeal

View demo video

#### Please review all of the documents to be submitted for your appeal

If you need to make any changes to the information shown below, please click one of the steps above. Once an appeal is signed and submitted, it cannot be changed. This form can only be submitted from May 30th through July 14th.

#### Appeal Form:

View Form (pdf)

Subject property

View Form and all comparables (pdf)

#### Comparable property reports:

Comparable #1- 184 001 017

Comparable #2- 185 033 007

Comparable #3- 185 044 008

Comparable #4- <u>188 024 008</u>

Comparable #5- 188 025 008

View locator map

Download all reports and documents as one zip file

#### Submissions not available at this time

This form can only be submitted from May 30th through July 14th. Please return to th your information.

- Page 211 -

se dates to sign and submit your appeal. Until then, you can continue to prepare and view

#### File Attachments for Item:

C. Home Accessibility Rehabilitation Program (HARP) Update - Robert Scott, Director, Community Reinvestment











Item #C.

# **UPCOMING** HARP PRESENTATIONS

Tuesday, May 28, 2024 Citizens Service Center, 3111 Citizens Way 12:00 p.m.

Wednesday, May 29, 2024 Gallops Senior Center, 1212 15th Street 11:00 a.m.

Wednesday, May 29, 2024 Access2 Independence, 2000 Hamilton Ave Ste. B 11:00 a.m

Wednesday, May 29, 2024 Shirley B. Winston Park, 5025 Steam Mill Road 4:00 p.m.

Thursday, May 30, 2024 Edgewood Senior Center, 2630 Reese Road 11:00 a.m.

Thursday, May 30, 2024 (UWCV) Asbury United Methodist Church, 2312 Ellen Ave 6:00 p.m.

Friday, May 31, 2024 Frank Chester Recreation Center, 1441 Benning Drive 11:00 a.m.

Monday, June 3, 2024 (The Mill District) Faith Nation, 4311 2nd Avenue 5:30 p.m.

Tuesday, June 4, 2024 (Habitat for Humanity) Mildred Terry Library 640 Veterans Parkway 3:00 p.m.







# The City of Columbus Home Accessibility Rehabilitation Program (HARP)





The Columbus Consolidated Government offers a one-time homeowner rehabilitation program for eligible households. To qualify for ARP HARP funds, family income must be ≤80% of the Columbus Metro median income for Georgia families. Apply online for prescreening; if qualified, schedule an appointment to submit supporting documents and learn about the full program.

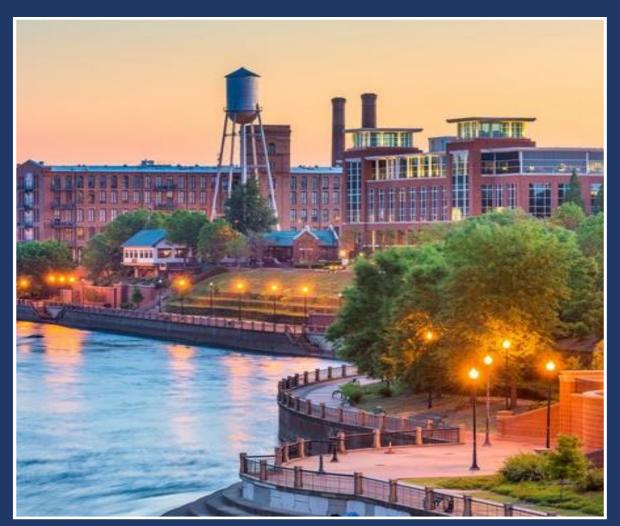
#### SCAN FOR MORE INFORMATION:

















# City of Columbus ARP Homeowner Accessibility Rehabilitation Program







# City of Columbus ARP Homeowner Accessibility Rehabilitation Program

#### **Program Overview**

Families living at or below 80% of the Columbus Metro area median income for a Georgia family, are economically insecure. At times, they must choose which basic needs they will fulfill for their family.

The primary objective of the City of Columbus American Rescue Plan (ARP) Homeowner Accessibility Rehabilitation Program is to extend support to vulnerable low-income households by addressing the need to preserve affordable housing in response to the challenges posed by the continued effects of the COVID-19 pandemic.

This program intends to alleviate the cost burden of lower income households and improve their quality of life.

Columbus Consolidated Government (CCG) has allocated \$3,000,000 to assist low-income households. This assistance targets the costs of necessary repairs and improvements to residential dwellings.

CCG and the Community Reinvestment Department is pleased to develop and administer *The City of Columbus American Rescue Plan (ARP) - Homeowner Accessibility Rehabilitation Programs*.

#### **Funding Source**

Funding for these grant programs is provided under the American Rescue Plan Act through the U.S. Department of Treasury.

#### **Funding Amounts**

The ARP-Homeowner Accessibility Rehabilitation Program has been allocated \$3,000,000 in local ARP funds. Qualified households will have the opportunity to receive a one-time Homeowner Occupied Rehabilitation or ADA Accessibility benefit to help mitigate the financial burden of needed repairs or Americans with Disabilities improvements to their homes.

#### **Funding Scope**

The Homeowner Accessibility Rehabilitation Program provides essential repairs necessary to abate identified condition(s). City staff will determine the final scope of work allowable under the program guidelines. Example Of Repairs Could Include:

- Roofs
- Critical systems including HVAC, water heaters, water pumps, and related systems
- Doors/windows
- Electrical
- Plumbing
- Accessibility Improvements to include:
  - Ramps: Installing ramps at entrances to the home allows wheelchair users and individuals with mobility challenges to easily access the property. These ramps can be permanent or portable and should comply with local building codes.
  - Widened Doorways and Hallways: Expanding doorways and hallways to accommodate wheelchairs and mobility aids ensures easy movement throughout the home.
  - Roll-In Showers: Replacing traditional tubs with roll-in showers eliminates the need to step over a barrier, making showering more accessible for those with mobility issues.
  - Grab Bars: Installing strategically placed grab bars in bathrooms provides support and stability for individuals when using toilets and showers.
  - Accessible Sinks: Lowering the height of bathroom sinks and providing knee clearance allows wheelchair users to access the sink comfortably.
  - Lowered Countertops: Lowering countertops and providing knee space under sinks allows individuals in wheelchairs to use kitchen facilities.
  - Accessible Cabinets: Installing pull-out shelves or adjustable-height cabinets can make kitchen items more reachable for people with mobility challenges.

- Non-Slip Flooring: Using non-slip flooring materials in bathrooms and throughout the home enhances safety by reducing the risk of slips and falls.
- Handrails and Railings: Adding handrails and railings along staircases, ramps, and in hallways provides stability and support for individuals with mobility issues.
- Threshold Ramps: Threshold ramps can be placed at doorways to eliminate the raised barrier between rooms, making it easier for wheelchair users to move from one space to another.
- Accessible Entryway: Ensuring the front entrance is step-free and has a level landing provides an accessible entry point.
- Accessible Light Switches and Outlets: Lowering light switches and electrical outlets makes them more accessible for individuals with limited mobility.

### **Program Eligibility**

To be qualified for ARP Homeowner Accessibility Rehabilitation Program funds the family's income must be less than or equal to 80% of the Columbus Area Median Income (AMI) for a Columbus family.

Household Size	80% Columbus Area Median Income
1 Person	\$40,050
2 Persons	\$45,800
3 Persons	\$51,500
4 Persons	\$57,200
5 Persons	\$61,800
6 Persons	\$66,400
7 Persons	\$70,950
8 Persons	\$75,550
9 Persons	\$80,150
10 Persons	\$84,750

#### **Required Documents**

The following documents are required, in addition to other eligibility requirements, to complete an application for ARP Homeowner Occupied Rehabilitation:

- Legible, valid state-issued or federal photo ID for all members of the household over the age of 18
- ♦ Legible Social Security cards for all household members
- Proof of home ownership
- Proof taxes are paid in full.
- ◆ Proof mortgage, if any, is up to date.
- Proof of homeowner's insurance

#### **Income Documentation**

To be qualified for this program, households will need to provide income documentation that when annualized deems the household eligible for services. To determine household, eligibility income documentation review will include the following:

- Proof of income for ALL household members over the age of 18 for the past
   90 days maximum prior to the application date.
- ◆ If the applicant has earnings or wages, they will need to provide their pay stub (examples are monthly, semi-monthly, bi-weekly, and weekly)
- ◆ If the applicant receives Social Security, Social Security Disability Insurance, pensions, or retirement, they will need their current year benefit award letter.
- ◆ If the applicant is a business owner or is self-employed, they will need the current tax year statement (example: Schedule C or C-EZ with all pages signed and included.

NOTE: Income includes, but is not limited to:

- ◆ Child support (a signed statement by the payer if support is voluntary or a statement from the court if it is court-ordered
- ♦ Unemployment Insurance
- Alimony

- Monthly stipends
- Adoption subsidies

#### **Application Process**

Pre-screens will be completed online by the homeowner and must be digitally signed. Upon completion of the pre-screen the applicant will be placed on a waiting list. The completion of a pre-screen is only the first step. The HARP program is a lengthy process. Movement beyond the waiting list is not guaranteed, is positional, and can take up to 90 days or more.

After the pre-screen the ARP Project Coordinator will schedule an in-person meeting with candidates from the waiting list to collect required documents. During this meeting a formal application will be completed. Formal notification will be made to confirm approval or declination after review.

Upon approval of the application a home inspector will be sent to perform a work write-up of necessary repairs. A contractor will generate and develop cost estimates for review and approval by the ARP Project Coordinator.

An inspector will certify all work has been performed and conforms to the City of Columbus Code of Ordinances. All payments will be made directly to the contractor. Payments will not be made to homeowners. In addition, a security deed and a promissory note will be executed by the homeowner. The security deed will be 5 years in length from date of project initiation and is a programmatic requirement necessary for participation.

For more information about this program, please feel free to contact the Community Reinvestment Department, at <a href="https://example.columbusga.org">HARP@columbusga.org</a> with any questions that you may have about the processes or requirements described above.

The City of Columbus and The Community Reinvestment Department look forward to your submission.

## American Rescue Plan (ARP) Homeowner Accessibility Rehabilitation Program FAQs

# Common Program Questions What is the American Rescue Plan Homeowner Accessibility Rehabilitation Program?

• The American Rescue Plan (ARP) Homeowner Accessibility Rehabilitation Program is offered to help economically insecure low-income households to live in safe conditions and remain in their homes. An ARP grant may assist households that require repairs or ADA improvements. The program is funded by the United States Department of Treasury, through the Columbus Consolidated Government, through the American Rescue Plan passed by Congress in 2021. ARP benefits are paid directly to the contractor, not the homeowner.

#### Who is eligible for ARP?

- The American Rescue Plan Homeowner Accessibility Rehabilitation
   Program is available to eligible homeowners that live in their homes and
   meet the low-income and ownership requirements. The ARP program is
   not available for businesses, estates, landlords, or property
   management companies.
- The monthly household income must be at or below 80% Area Median Income (AMI) for the Columbus GA HUD Income Limits:

Household Size	80% Columbus Metro Area Median Income (AMI)
1 Person	\$40,050
2 Persons	\$45,800
3 Persons	\$51,500
4 Persons	\$57,200
5 Persons	\$61,800
6 Persons	\$66,400
7 Persons	\$70,950
8 Persons	\$75,550
9 Persons	\$80,150
10 Persons	\$84,750

#### Which household members should I include in my pre-screen?

 All household members over the age of 18 years of age, including the applicant, must be listed in the household member section of the pre-screen.

#### When will I get my benefits?

 All payments will be made directly to the inspector and contractor conducting the repairs or improvements. The property must be an owner-occupied principal residence for five years after project completion, according to the scope of the project. This will be guaranteed by a signed security deed.

#### Should I pay the contractor directly?

Do not pay the inspector or contractor directly.

## I do not have a computer, a mobile device, or internet access, is there a way to obtain a paper pre-screen?

• A paper pre-screen will not be available for this program. This program will only be available via an online pre-screen.

#### What are the program rules related to citizenship?

- The applicant must be a U.S. citizen.
- A Social Security Number is required for all U.S. Citizens in the households for income information.

#### How do I provide my income documentation?

 Income documentation will be collected during the in-person appointment. You must collect all income documents and bring all income documentation to your scheduled appointment for each household member over the age of 18.

#### Do food stamps count as income/TANF?

• No, food stamps are not income.

#### Does child support count as income?

• Yes, Child support counts as income.

# Homeowner Accessibility Rehabilitation Program





#### Item #C.

# **ARP HARP Program**









# City of Columbus ARP

Homeowner Accessibility Rehabilitation Program

- Targets the costs of necessary repairs and improvements to residential dwellings.
- Americans with Disabilities Act (ADA) Home Improvements.
- Supports vulnerable low-income households.
- Affordable Housing Preservation

- Page 224

# **Funding Scope**



- Roofs
- Critical Systems
- Doors/windows
- Electrical
- Plumbing
- > ADA Accessibility Improvements

\*Repairs not to exceed \$30,000 per household.

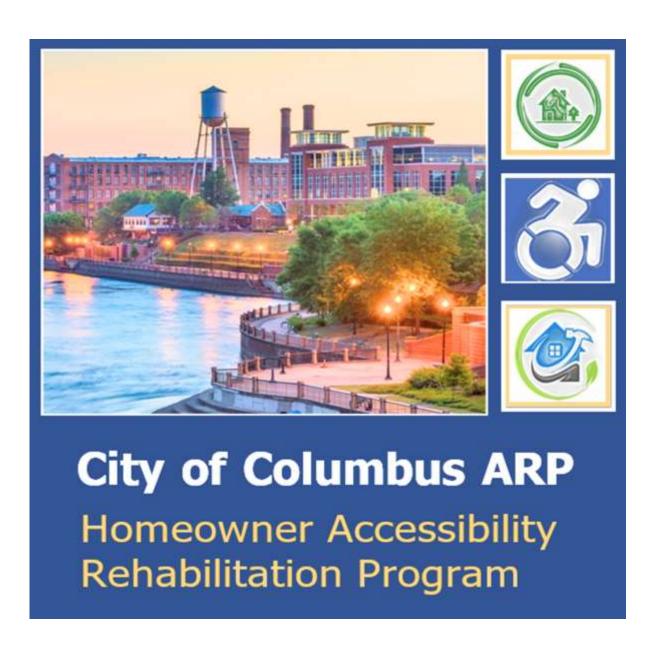
# Eligibility

- Income, must be less than or equal to 80% of the Columbus area median income.
- House must be in Muscogee County.
- Income is calculated for all household members 18 years or older.
- Proof of income.

Household Size	80% Columbus Metro Area Median Income
1 Person	\$40,050
2 Persons	\$45,800
3 Persons	\$51,500
4 Persons	\$57,200
5 Persons	\$61,800
6 Persons	\$66,400
7 Persons	\$70,950
8 Persons	\$75,550
9 Persons	\$80,150
10 Persons	\$84,750

> https://www.columbusga.gov/communityreinvestment/ARP/HARP

- Program Overview (Required)
- Prescreen Application will be available June 3, 2024



## **HARP Information Session Schedule:**

- Tuesday, May 28, 2024 Time: 12:00 p.m. Location: Citizens Service Center, 3111 Citizens Way
- ➤ Wednesday, May 29, 2024 Time: 11:00 a.m. Location: Gallops Senior Center, 1212 15th Street
- ➤ Wednesday, May 29, 2024 Time: 11:00 a.m. Location: Access2 Independence, 2000 Hamilton Ave Ste. B
- Wednesday, May 29, 2024 Time: 4:00 p.m. Location: Shirley B. Winston Park, 5025 Steam Mill Road

## **HARP Information**

Item #C.

- ➤ Thursday, May 30, 2024 Time: 11:00 a.m. Location: Edgewood Senior Center, 2630 Reese Road
- Thursday, May 30, 2024 (UWCV) Time: 6:00 p.m. Location: Asbury United Methodist Church, 2312 Ellen Ave
- Friday, May 31, 2024 Time: 11:00 a.m. Location: Frank Chester Recreation Center, 1441 Benning Drive
- Monday, June 3, 2024 (The Mill District) Time: 5:30 p.m.
   Location: Faith Nation, 4311 2nd Avenue
- Tuesday, June 4, 2024 (Habitat For Humanity) Time: 3:00 p.m. Location: Mildred Terry Library, 640 Veterans Parkway











# THANK HOU!

Questions?





File	Attac	hments	for	Item:

D. Inspections and Code Update - Permit Fee Change - Ryan Pruett, Director, Inspections & Code



**Building Permitting and** Inspections Update –



## **Building Permitting and Inspection**

- For calendar year 2023, Inspections and Code permitted and inspected over \$330 million in construction work including 216 new, single-family homes.
- Issued over 6,200 permits for construction activity
- Issued over 1,400 Certificates of Occupancy for businesses
- Completed over 12,000 inspections



# **Building Permitting and Inspection Staff**

- Inspections and Code has the following staff to conduct all building permitting and inspection:
  - 3 Electrical Inspectors
  - 3 Mechanical/Plumbing Inspectors
  - 3 Building Inspectors
  - 3 Permit Technicians
  - 2 Plans Examiners
  - 1 Chief Inspector
  - 1 Assistant Director
  - Additional support provided by Officer Manager and GIS Technician

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## Georgia HB 461

- Signed into law by the Governor on May 6, 2024
- Becomes effective July 1, 2024
- State Law has and will continue to prohibit local governments from using building permitting and inspections as a revenue generating source. Total revenue generated is required to equal expenses incurred.



## Georgia HB 461

- Removed the ability for local government to use the construction valuation to base permit fees on which is how our fees are currently calculated.
- Under new law permit fees can be based on a flat fee, hourly rate, or square feet of construction for certain projects.

## Revenue vs Expenses

- The building permitting and inspections function of Inspections and Code costs \$2 million per year.
  - This includes salaries, benefits, equipment, supplies, training, and other overhead expenses.
- Below is the total review for Inspections and Code for FY2019 through FY2023

Total Revenue		
Year	Revenue	
FY19	\$1,357,825.32	
FY20	\$1,642,572.80	
FY21	\$1,842,134.40	
FY22	\$2,305,713.22	
FY23	\$1,975,239.44	
TOTAL	<u>\$9.</u> 123,485.18	
Average per year	- Page 238 - <b>324,697.04</b>	



## Revenue by Activity

• Below is the revenue generated by each type of activity for FY2019 through FY2023:

Revenue Source	TOTAL	AVERAGE/YEAR
Residential Building Permits	\$1,626,692.00	\$325,338.40
Commercial Plan Review	\$1,216,834.00	\$243,366.80
Commercial Building Permits	\$4,035,566.00	\$807,113.20
Electrical Permits	\$766,530.00	\$153,306.00
Plumbing Permits	\$225,200.00	\$45,040.00
Mechanical Permits	\$453,650.00	\$90,730.00
Certificate of Occupancy	\$278,980.00	\$55 <i>,</i> 796.00
Miscellaneous	\$520,033.18	\$104,006.64
TOTAL	\$9,123,485.18	\$1,824,697.04



- Permit fees are in accordance with Section 8-14.4 paragraph (g) of the City's ordinance. Current structure was established in 2006.
- Current fee structure is based on the valuation of the project.
- All valuation data is based on data provided by the International Code Council (ICC) and takes into consideration type of construction and occupancy of the structure.
- Valuation for commercial projects is based on 100% of the ICC valuation. One- and two-family residential projects are based on 57% of the ICC valuation.
- Once valuation is calculated, building permit fees can be calculated per the ordinance



- For projects less than \$26,000 the permit fee is \$75.00.
- For projects from \$26,000 to \$30,000 the permit fee is \$75.00 plus \$2.50 for each additional thousand dollars or fraction thereof.
- For projects over \$30,000 the permit fee is \$85.00 for the first \$30,000 and then \$4.00 for each additional thousand dollars of fraction thereof.
- Commercial projects also must pay a review fee of ¼ of the permit fee. Minimum review fee is \$75.00.
- All trade permits are \$50.00 per meter.

- Example Commercial Permit Fee
  - 56-unit Multi-Family Development
  - 60,816 square feet
  - Valuation = \$9,700,000
  - Review Fee = \$9,691.25
  - Building Permit Fee = \$38,765.00
  - Trade Permits:
    - Temporary Power Pole = \$50.00
    - Lights and Power = \$2,800.00
    - HVAC = \$50.00

- Construction Power = \$50.00
- Plumbing = \$50.00

• Total Inspections and Code Permit fees = \$51,411.25



- Example Single Family Home Permit Fee
  - 3,479 square feet
  - Current ICC Valuation is \$165.67/square foot. 57% of that is \$94.43/square foot.
  - Total Valuation for permit fees = \$328,521.97
  - Total Building Permit fees = \$1,281.00
  - Trade Permits:
    - Temporary Power Pole = \$50.00
    - Lights and Power = \$50.00
    - HVAC = \$50.00

- Construction Power = \$50.00
- Plumbing = \$50.00
- Gas = \$50.00
- Total Inspections and Code Permit fees = \$1,581.00



## Proposed Permit Fee Structure

- Per HB 461, square footage of construction can be used for new construction projects and for renovation projects over \$75,000 in value.
- Proposed fees are based on the approximate cost to the City for a typical scope of work.
- For renovation projects under \$75,000 building permit fee would be as follows:
  - For projects less than \$25,000 the permit fee is \$100.00.
  - For projects from \$25,001 to \$50,000 the permit fee is \$150.00
  - For projects over \$50,001 to \$75,000 the permit fee is \$250.00



## Proposed Permit Fee Structure

- For new construction projects, permit fees would be based on the square footage of construction with a minimum fee of \$100.00
- For new one- and two-family dwellings, the permit fee would be \$0.35/square foot.
- For commercial projects, the fee per square foot would be based on the type of occupancy being constructed.
  - Assembly and Educational Occupancies = \$0.65/square foot
  - Business and Mercantile Occupancies = \$0.50/square foot
  - Residential Occupancy = \$0.55/square foot
  - All other occupancies = \$0.30/square foot

#### Item #D.

## Proposed Permit Fee Structure

- Commercial review fees would be 25% of the permit fee;
   Residential projects would not have review fees
- Trade permits would be increased to \$75.00. Currently, \$50.00 fee does not cover City's expenses.
- Certificate of Occupancy fee would be changed from \$40.00 to \$60.00.
- Sign permits would be increased from \$75.00 to \$150.00.
- Portable building moving permits would be increased from \$50.00 to \$75.00.
- On all permits, the first reinspection shall be no charge. The second reinspection fee woul rease from \$50.00 to \$75.00.

## Proposed Permit Fee Structure Example

- Example Commercial Permit Fee
  - 56-unit Multi-Family Development
  - 60,816 square feet; Residential Occupancy
  - Permit fee = \$0.60/square foot
  - Review Fee = \$9,122.40
  - Building Permit Fee = \$36,489.60
  - Trade Permits:
    - Temporary Power Pole = \$75.00
    - Lights and Power = \$4200.00
    - HVAC = \$75.00

- Construction Power = \$75.00
- Plumbing = \$75.00

• Total Inspections and Code Permit fees = \$50,112.00 (decrease of \$1,299.25)



## Proposed Permit Fee Structure Example

- Example Single Family Home Permit Fee
  - 3,479 square feet
  - Permit fee = \$0.35/square foot
  - Total Building Permit fees = \$1,217.65
  - Trade Permits:
    - Temporary Power Pole = \$75.00
    - Lights and Power = \$75.00
    - HVAC = \$75.00

- Construction Power = \$75.00
- Plumbing = \$75.00
- Gas = \$75.00
- Total Inspections and Code Permit fees = \$1,667.65 (increase of \$86.65)



## **Next Steps**

- Get feedback from local developers, contractors, and other stakeholders.
- Inspections and Code and IT need two weeks to make necessary system changes to successfully implement new fees.
- 1<sup>st</sup> reading of revised permit fee ordinance on June 4, 2024.
- 2<sup>nd</sup> reading of revised permit fee ordinance on June 11, 2024.
- Ordinance goes into effect July 1, 2024.

# Questions?

#### File Attachments for Item:

**DATE:** May 28, 2024

**TO:** Mayor and Councilors

FROM: Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFQs

#### May 29, 2024

## PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029

#### 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. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

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

#### Columbus Consolidated Government Bid Advertisement - Agenda Item

**DATE:** May 28, 2024

**TO:** Mayor and Councilors

**FROM:** Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFQs

#### May 29, 2024

### 1. <u>PI 0011436 Muscogee County Buena Vista Road Improvements at Spiderweb Phase II (Re-Bid) – RFB No. 24-0029</u>

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. This Re-Bid includes an alternative for maintaining traffic throughout construction and an alternative for complete closure.

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

#### File Attachments for Item:

# 1. Minutes of the following boards:

Airport Commission, April 24, 2024

Board of Health, April 24, 2024

Board of Tax Assessors, # 15-24, and # 16-24

Board of Water Commissioners, May 13, 2024

Convention & Visitors, Board of Commissioners, March 20, and April 17, 2024

# MINUTES AT THE REGULAR MEETING OF THE COLUMBUS AIRPORT COMMISSION HELD AT THE COLUMBUS AIRPORT WEDNESDAY, APRIL 24, 2024

The following commission members were present for the entire meeting:

NAME EXPIRES

Mrs. Dannell Marks, Chairwoman Mr. Art Guin, Treasurer Mrs. Dee Marsh, Secretary December 31, 2026 December 31, 2025 December 31, 2027

Legal Counsel: Alston Auten

# **Staff Members Present:**

Amber Clark, Airport Director
Maggie Turnham, Executive Assistant
Amanda Vickers, Facilities Technician Supervisor
Timothy Strickland, Finance Director
Sonya Overton, Director of Marketing & Air Service Development
Joshua Patton, Airfield & Facilities Manager
Kelvin Mullins, Interim Chief of Public Safety
Mona Mitchell, Hospitality Supervisor
Darryl Graham, Interim HR Manager
Wendy Kelly, Receptionist
Eric Rivers, Airfield Operations Supervisor

#### **Others Present:**

Jacob Redwine, Holt Charlie Sikes, Tenant Marc Ellerbee, ATC Manager Tony Chapman, Synovus Phillip Thayer, Tenant Robert Boehlein, Columbus Aero Service

# **BUSINESS OF THE MEETING**

Mrs. Dannell Marks called the March 27, 2024, Regular Commission Meeting to order at 9:35 a.m.

# CONSIDER ADOPTION OF THE MINUTES FOR THE REGULARLY SCHEDULED COMMISSION MEETING ON MARCH 27, 2024

Mrs. Marks asked to consider adoption of the minutes for the regularly scheduled commission meeting on March 27, 2024.

Motion by Mr. Guin to approve the minutes, seconded by Mrs. Marsh and unanimously approved by the Commission. Ayes: 3 No: 0

# **CONSIDER APPROVAL OF THE SUCCESSFUL ATM BIDDER**

Mrs. Marks asked to consider approval of the successful ATM bidder, Prineta, LLC.

Motion by Mr. Guin to approve Prineta, LLC as our ATM vendor, seconded by Mrs. Marsh and unanimously approved by the Commission. Ayes: 3 No: 0

## **DIRECTOR'S UPDATES**

## **Finance**

Mr. Timothy Strickland gave the finance report, wherein he talked about the end of the month reports for March.

# **Flightways**

Mr. Darryl Graham gave the Flightways report, wherein he discussed hangar repairs, new hangar tenants and leases, employee updates, fuel price comparisons, and fuel sales.

Fuel Pr	DATE: 04/16/24				
Airport Identifier	Name	Jet A +	AvGas	SS100LL	FBO COMPANY NAME
		Premixed			
CSG		\$6.76	\$7.13	\$6.13	Flightways Columbus
MCN (478) 788-3491	Macon	\$6.09	\$5.90	\$5.40	Highnote Aviation
<b>GVL</b> (678) 989-2395	Gainesville	~	\$7.99	\$7.99	Lanier Flight Center
<b>HSV</b> (256) 772-9341	Huntsville	\$7.47	\$7.01	~	Signature
<b>DHN</b> (334) 983-4541	Dothan	\$6.77	\$7.15	~	Aero One Aviation
ECP (850) 233-4717	Panama City	\$7.95	\$8.25	~	Sheltair
CHA (423) 855-2299	Chattanooga	\$7.29	\$7.73	~	Wilson Air Center
MDQ (256) 828-1403	Dwntwn Huntsville	\$6.35	\$6.07	~	Excutive Flight Center
<b>VPC</b> (770) 382-9800	Cartersville	\$5.95	\$6.86	~	Phoenix Air
FFC (770) 487-2225	Falcon Field	\$6.31	\$6.39	~	Atlanta Regional Airport
AVERAGE		<u>\$6.77</u>	<u>\$7.04</u>	\$6.70	
<b>PIM</b> (706) 663-2083	Pine Mountain	\$5.99	\$5.40	\$5.25	
EUF (334) 687-2051	Eufaula	\$5.53	~	\$6.20	
LGC (706) 884-2121	Lagrange	\$5.25	\$5.75	\$5.40	

Mr. Sikes asked about the fuel price comparison sheet and our expenses vs other airports nearby.

# **Human Resources**

Mrs. Maggie Turnham gave the human resources report, wherein she discussed vacant positions and employee resignations/terminations. The Open Requisition Report is attached hereto.

**Open Requisition Report** 

JOB TITLE	Pay Range	DEPT	JOB#	DATE POSTED	DATE CLOSED	COMMENTS
Facilities Maintenance Technician	\$16.00-\$24.00	Maintenance	24-3	2/26/2024	Until Filled	Screening Resumes
Line Service Technician	\$14.42-\$20.19	FBO	24-4	2/26/2024	Until Filled	Screening Resumes
PT Beverage Cart Attendant (2)	\$9.00-\$13.00	Hospitality	24-1	1/10/2024	Until Filled	Pending Background Check & Interviewing
Human Resources Manager	\$60,000-\$80,000	Human Resources	23-17	8/22/2023	Until Filled	Interviewing

Total Active Employees*	40 (as of April 15, 2024)	
Total Job Holds	0	
Total Job Vacancies	5	White: Pending
Total Positions	45	Yellow: Recommendation for hire received
		Blue: Position has been filled
		Tan: Temporary filled position.
Total Termination/Resignation	16 (as of April 15, 2024)	Green: Hold

<sup>\*</sup>Does not include employees in temp. positions, interns, or incumbents whose positions are currently posted; includes employees hired (completed in-processing, start date).

Formula: number of days positions are open starts the day after eligibility list is forwarded to the Manager and continues until recommendation from hiring manager has been received in Human Resource

\*\*These positions are not included in the total job vacancy numbers for the current fiscal year.

# **Maintenance**

Mr. Joshua Patton gave the maintenance report, wherein he thanked his team for how well they've been doing and for all their hard work and dedication. He discussed maintenance items repaired or in the process of being repaired, and hangar repair updates.

Mr. Boehlein asked what access the contractors are going to use for the 6/24 project.

Ms. Clark answered and said that we have an access gate over by the Aflac hangar. We are still in the design phase, and we will update everyone when final decisions are made.

# <u>Marketing</u>

Mrs. Sonya Overton gave the marketing report, wherein she discussed the completed catchment study, the in-terminal airport advertising kit, the hidden disabilities sunflower program, concessions and vending, in terminal promotions, FBO marketing, and our social media stats.

Mrs. Marks asked about the hidden disabilities sunflower program.

Mrs. Overton explained what the program was.

Mr. Boehlein mentioned our camera project and asked if any cameras would be set up in activity spots and be a live broadcast.

Ms. Clark answered and said that these cameras are not for that purpose.

# **Public Safety**

Mr. Kelvin Mullins gave the public safety report, wherein he discussed updates on the department's operations, employee training updates and status.

#### **Other Matters**

Mrs. Marks asked if there were any other matters.

Mr. Sikes asked when the design would be finished for the runway project.

Ms. Clark answered and said that we are hoping to have the design done within the next month. We will be putting the bid out in June.

Mr. Sikes mentioned that in the beginning of this project, the cost was \$32 million, and it was reported at \$40 million the night before. He asked what is driving this price and mentioned how in most projects the engineers are off

by around 15%. He asked if we have looked at how we would fund this project if the price increases.

Ms. Clark mentioned that the price is \$36.5 million, not \$40 million. We will not know what the cost is until we receive bids. Once we receive bids, we will reassess our funding avenues. We do have the ability to re-bid if the market trends down.

Mr. Sikes asked if we could not get the funding, would the project be pushed or done in phases.

Ms. Clark mentioned that we could possibly do part of the runway with what funding we do receive, but we will look at the total funding we have and make the best decision.

Mr. Sikes asked how long the bids would take.

Ms. Clark answered that it is usually about a month.

Mr. Thayer asked in the phasing of the construction project, was it looked at doing this project in three phases, closing from C6-C4 and shorting the runway 2,000 feet to allow a 5,000-foot runway to remain open and then only closing the middle portion for a short time.

Ms. Clark answered and said that we looked at several options and that was one of them. Unfortunately, no matter how we sliced it, the commercial airline would not be able to operate. In order to get this reconstruction done as quickly as possible, so that the commercial airline and corporate partners could return as quickly as possible, we made a decision to close it completely and do 24/7 work.

Mrs. Marks asked if there were any other questions. There were none.

Mrs. Marks asked for a motion to adjourn the meeting. Motion by Mr. Guin to adjourn, seconded by Mrs. Marsh and unanimously approved by the Commission. Ayes: 3 / No: 0

The meeting was adjourned at 10:16 a.m.

APPROVED:

Maggie Turnham, Executive Assistant Dannell Marks, Chairman

Maggie Inham

# **Date:** April 24, 2024 **COLUMBUS BOARD OF HEALTH**

# **Meeting Minutes**

Columbus Health Department Board Room

**Presiding:** Sylvester McRae, MD – Vice Chairman

Attending Board Members: Yasmin Cathright, Marci Norris (City Mgr. office), Devica Alappan, MD, Joy Adegbile, MD

Not Present: Joshua Beard (Mayor's office), James Lopez, DDS

Others Present: Dr. Beverley Townsend, Tori Endres, Joanne Strickland, AnQuavis Simpson, Steve Gunby, Jeananne Polhamus, Pam Kirkland,

Michelle Crawford, Kristi Ludy, Berta Cox

Agenda Topic	Discussion	Decision	Responsibility
Call to order	Dr. McRae		None
Approval of Agenda	Dr. McRae  • Referred to the April meeting agenda as delivered to all board members. With no questions or discussion from the members, called for a motion to approve the agenda.	Motioned by Dr. Adegbile to approve the agenda as presented. Seconded by Marci Norris. Approved by all members present.	None
Discussion and Approval of Minutes	<ul> <li>Dr. McRae</li> <li>Referred to the minutes from March 27, 2024, as delivered to all board members. Dr. McRae asked for a motion to approve the minutes.</li> </ul>	Motioned by Dr. Adegbile to approve the minutes as presented. Seconded by Marci Norris. Approved by all members present.	None
Commissioner of Health Report	<ul> <li>Dr. Townsend</li> <li>Introduced to the board the new District Program Manager, AnQuavis Simpson.</li> <li>Announced that Dr. Lopez's term has expired, and we have a certificate for Dr. Lopez for his service to the Board of Health that we will present later since he was unable to attend this meeting. He can continue to serve until his successor is sworn in by the city.</li> </ul>	None	None
	No further comments/Questions		

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Financial Report	Joanne Strickland, District Administrator		None	/tom #1
Financial Report	<ul> <li>Presented the FY24 Financial overview as of March 31, 2024. The current budget is \$12,552,601.00. Line 3 shows total expenses are \$8,806,775.51 which is 70% and is just below target of 75% for 9 months of operation. Line 4 shows the comparison of expenses to last year with an increased variance of \$101.065.41. Line 5 shows total fee income as of 03/31/24 of \$901,297.22. Lines 6 through 17 show the breakdown of fund sources and their comparison to the same time last year. Line 18 shows variance at an increase of \$87,538.96. Line 19 shows admin claiming income of \$115,231.11 for FY24. Pages 6 &amp; 7 show a breakdown by line item of expenses and revenues. Page 8 shows the total grants governed by the</li> </ul>	The Financial Report is attached and made a part of these minutes.	None	Item #1.
	<ul> <li>Columbus Board of Health (all are on target for 9 months of operation).</li> <li>Dr. McRae asked what software we use for billing insurance.</li> <li>Dr. Townsend responded that we use a clearinghouse for processing payments.</li> <li>No further comments/Questions</li> </ul>			
<b>Excused Absences</b>	Joshua Beard James Lopez, DDS	None	None	
Old Business	None	None	None	
New Business	None	None	None	
Program Reports	<ul> <li>Epidemiology Update -Brandi Nelson, Epidemiologist Supervisor (unable to attend meeting)</li> <li>Submitted attached reports:         <ul> <li>Notifiable Diseases</li> <li>Outbreaks</li> <li>CDC Health Advisory – Increase in Invasive Serogroup Y Meningococcal Disease in the United States.</li> </ul> </li> </ul>	Program reports are attached and made part of these minutes.	None	
	<ul> <li>Public Information - Pam Kirkland, Public Information Officer</li> <li>Reported March &amp; April press releases, media interviews, social media posts, TV, radio, and billboard campaigns.</li> </ul>			
	Environmental Health - Kristi Ludy, Environmental Health Director			

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• Referred members to the Environmental Health report of activities covering the month of March 2024.	Item #1.
<ul> <li>Nursing - Michelle Crawford, County Nurse Manager</li> <li>Presented the cumulative nursing report for July 1, 2023, through March 31, 2024, including activities and events.</li> </ul>	
<ul> <li>WIC- Latrice Johnson, Nutrition Services Director (unable to attend)</li> <li>Submitted WIC overview for March and April 2024 including participant numbers and events.</li> <li>No further comments/questions</li> </ul>	

Adjourned	Dr. McRae adjourned the meeting at 1:50 pm					
Respectfully submitted by: Berta Cox, District Admin Operations Liaison						
NEXT BOARD OF HEALTH MEETING						
Date/Time: May 22, 2024 (Budget Meeting)  Place: In-person: Columbus Health Department Board Room						

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#### Item #1.



# Columbus, Georgia, Board of Tax Assessors

#### GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906 Mailing Address: PO Box 1340 Columbus, GA 31902 Telephone (706) 653-4398, 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 #15-24**

<u>CALL TO ORDER</u>: Vice Chairman Trey Carmack calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, April 29, 2024 at 9:00 A.M.

#### PRESENT ARE:

Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Kathy Jones
Assessor Todd Hammonds
Chief Appraiser/Secretary Suzanne Widenhouse
Recording Secretary Katrina Culpepper

<u>APPROVAL OF AGENDA</u>: Assessor Jones motions to accept agenda. Assessor Sandifer Hicks seconds and the motion carries.

<u>APPROVAL OF MINUTES:</u> Assessor Sandifer Hicks motions to accept minutes as presented. Assessor Jones seconds and the motion carries.

MISCELLANEOUS: Assessor Sandifer Hicks motions to excuse Chairman Jayne Govar from the board meeting today. Assessor Jones seconds and the motion carries.

At 9:07, Administrative Manager Leilani Floyd presents to the Board:

Homesteads - #100 031 014 - Signed & Approved.

At 9:12, Deputy Chief Appraiser Glen Thomason presents for Personal Property Division to the Board:

- Motor Vehicle Appeal Signed & Approved.
- 2024 Freeport Approval Signed & Approved.
- Tax Exemption Requests signed as Denials.

At 9:24, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Mobile Home 2024 Digest Addition Signed & Approved.
- Non-Disclosure Request Signed & Approved.

At 9:26, Chief Appraiser Suzanne Widenhouse presents for Residential Division to the Board:

BOE Results - placed into record.

At 9:36, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Settlement Conference Results #011 004 003; 013 034 005; 059 005 019; 059 036 007 Assessor Sandifer Hicks motions to accept attorneys recommendation to not certify these 4 parcels to Superior Court. Assessor Hammonds seconds and the motion carries.
- Parcels #191 009 003; 035 012 004; 082 038 022; 033 004 008 settlements were reached Signed & Approved.

At 9:54, Vice Chairman Trey Carmack adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary

APPROVED:

MIN# 16-24 MAY 06 2024

J. GOVAR

**CHAIRMAN** 

L. SANDIFER HICKS

ASSESSOR

**ASSESSOR** 

T.A. HAMMONDS

**ASSESSOR** 

T. CARMACK

VICE CHAIRMAN

#### Item #1.



# Columbus, Georgia, Board of Tax Assessors

#### GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906

Mailing Address: PO Box 1340 Columbus, GA 31902 Telephone (706) 653-4398, 4402 Fax (706) 225-3800

**Board Members** 

Javne Govar Chairman

Lanitra Sandifer Hicks Assessor

Kathy J. Jones Assessor

Todd A. Hammonds Assessor

Trey Carmack Vice Chairman

Chief Appraiser Suzanne Widenhouse

## **MINUTES #16-24**

CALL TO ORDER: Vice Chairman Trey Carmack calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, May 6, 2024 at 9:00 A.M.

#### PRESENT ARE:

Vice Chairman Trey Carmack Assessor Lanitra Sandifer Hicks Assessor Kathy Jones Assessor Todd Hammonds Chief Appraiser/Secretary Suzanne Widenhouse Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Jones motions to accept agenda with noted changes. Assessor Hammonds seconds and the motion carries.

APPROVAL OF MINUTES: Assessor Jones motions to accept minutes as presented. Assessor Sandifer Hicks seconds and the motion carries.

MISCELLANEOUS: Assessor Jones motions to excuse Chairman Jayne Govar from the board meeting today. Assessor Hammonds seconds and the motion carries. She was able to listen in via phone.

At 9:07, Commercial Property Manager Jeff Milam presents to the Board:

- BOE Results Signed & Approved.
- Value Changes Signed & Approved.

At 9:27. Administrative Manager Leilani Floyd presents to the Board:

Homestead - #114 023 007 - Signed & Approved.

At 9:29. Personal Property Manager Stacy Pollard presents to the Board:

2024 Personal Property Assessment Notice List - Signed & Approved.

At 9:36, Chief Appraiser Suzanne Widenhouse presents for Residential Division to the Board:

BOE Results - placed into record.

At 9:40, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Final Commercial Sales Ratio placed into record.
- Mediation Results discussion only, no vote needed.
- Discussion regarding tentative printing and mailing dates of annual notice of assessments and corresponding appeal deadline date.

At 10:03, Vice Chairman Trey Carmack adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary

APPROVED:

MIN# 17-24 MAY 13 2024

J. GOVAR

CHAIRMAN

L. SANDIFER HICK

ASSESSOR

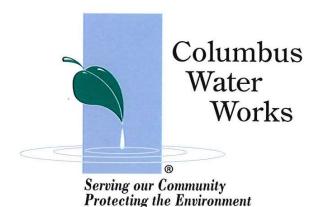
K. JONES

**ASSESSOR** 

I.A. HAMMONDS

**ASSESSOR** 

VICE CHAIRMAN



May 13, 2024

This is a summary of items acted on during the regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, held at our Main Office, Chattahoochee Room. It was on Monday, May 13, 2024, at 1:30 p.m. Chairman Close took the roll call and the following Commissioners were present:

Rodney Close, Chair Nick Smith, Vice Chair Wes Kelley Jennifer Upshaw

Absent:

Mayor Skip Henderson

It was noted that Mayor Skip Henderson was excused from this meeting.

Receipt of the Minutes from the last regular meeting on February 12, 2024, were presented to the Board. The Board approved the Minutes.

The Financial Reports for February, March and April 2024, including Ft. Moore, were provided to the Board. The Board approved the reports.

Management received a request from NeighborWorks Columbus requesting CWW waive the water and sewer fees for Phase II of Elliott's Walk Development. The Board approved to waive the water and sewer fees.

Management presented the Operating Budget for FY 2024-2025 to the Board. The Operating Budget for FY 2024-2025 was approved as presented.

1421 Veterans Parkway • PO Box 1600 • Columbus, Georgia 31902-1600 • Phone: (706) 649-3400

Item #1.

At this time, the Board went into Executive Session to discuss a personnel matter. No action was taken.

There being no further business the meeting was adjourned.

Carl Robertson



#### BOARD OF COMMISSIONERS MEETING Wednesday, March 20, 2024

**Commissioners Present:** Lauren Becker, Chair; Jamie Waters, Vice Chair; Amy Bryan, Sherricka Day, Dan Gilbert, Pace Halter, Michelle Spivey, Mayor Skip Henderson

Commissioners Absent: Miles Greathouse; Peter Jones

**Staff Present:** Peter Bowden, Stacy Bridges, Gracie Childress, Shelby Guest, Kim Gonzalez, Lacy Harden, and Ashley Woitena

Call to Order ......Lauren Becker

• The March 2024 meeting was called to order by Lauren Becker at 4:00 pm.

• In the absence of Secretary/Treasurer, Miles Greathouse, Jamie Waters presented the consent agenda -- minutes for the February 2024 board meeting, as well as financials for February 2024. He asked if there were any questions or discussion. There being none, a motion was made by Michelle Spivey to approve the consent agenda, seconded by Dan Gilbert. A vote was taken, and the motion was approved.

#### Chair Report.....Lauren Becker

Ms. Becker introduced Marianne Richter, Executive Director of the Columbus Museum. Ms.
Richter reported on the Columbus Museum renovation progress and provided images along
with information on the new layout and design of the Museum. She explained the Museum will
re-open May 4, 2024 with a number of activities leading up the opening and beyond to mark the
occasion.

#### 

- Ms. Becker turned the meeting over to Peter Bowden. He began by introducing 2 new staff members: Stacy Bridges and Gracie Childress, Sales Service Coordinators.
- Mr. Bowden advised the Board that Bill 1180 film related legislation -- is having a favorable response along the efforts to change the wording in the legislation from "rural" to "regional" that would benefit cities the size of Columbus. Without the change, the legislation would only impact communities with populations 50,000 or less.

- Tourism Investment District Mr. Bowden explained that the process for determining the best strategy forward to establish a Tourism Investment District (TID) was on-going with a meeting scheduled later in the week with representatives from Civitas. He also mentioned that other Georgia cities were now in discussion with Civitas about implementing a TID and some had dropped off the list to pursue increasing their local hotel motel tax. Mr. Bowden emphasized that the destinations he has spoken with are looking for additional revenue to keep pace with demand for services.
- Mr. Bowden presented two awards VisitColumbusGA received from the Service Industry
  Advertising Awards. These awards were for the Website Refresh and the "Go All Out" 2023
  Integrated Marketing Campaign. He complimented staff for its work in earning these awards of
  recognition.
- Ashley Woitena provided an in-depth analysis of the importance of tracking meetings and conventions. She illustrated the staff's summary of the calendar data of Columbus Convention Center. Ms. Woitena explained this is necessary to help staff with prospecting and recruiting conventions/meetings -- to understand when the Trade Center has the prime opportunity to increased bookings while maximizing the facility along with other infrastructure supporting the market. There was discussion about how this could be applied to other meeting venues in the city. Staff agreed and offered that this example was just the beginning of the process to understand and capture data. It was suggested that there may be software available to help merge calendars to help with the project.

Adjo	urnmentl	auren	Bec	ke
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With no further business, Ms. Becker adjourned the meeting at 4:52 pm.



#### BOARD OF COMMISSIONERS MEETING Wednesday, April 17, 2024

 Ms. Becker discussed approaching important dates, to include Arts Fest, Celebration of Life of Col. Ralph Pucket, Columbus State University's Spring Fling, and the Columbus Museum's various opening dates.

President's Report.....Peter Bowden

- Next, Ms. Becker turned the meeting over to Peter Bowden. He began by giving updates on HB 1180 and SB 180.
  - HB 1180 addressed adding incentives to film makers working outside the Atlanta metro area. Although the bill gained traction throughout the legislative session, it failed to pass. Mr. Bowden thanked Film Commissioner, Joel Slocumb, for his work and organizing the GA Regional Film and Entertainment Alliance, made up of 13 cities/film commissions, who all came together to establish additional film incentives.
  - SB 180 was a Religious Freedom bill. It failed to pass for various reasons, but primarily because it was deemed legislation that could give cause for discrimination.

- Mr. Bowden informed the Board that he has had 2 meetings with Civitas about the challenges
  with Tourism Investment District (TID). The main topics of those meetings dealt with addressing
  the high taxation of room nights in Columbus, including the \$5 transportation, and identifying a
  leader within the hotel community to help position Columbus to adopt the TID.
- Staff presented an update on addressed a previous topic brought up by the board -- budget comparisons among similar Georgia Convention & Visitors Bureaus. The information examined cost for operations, staff, and program of work. The consensus was VisitColumbus was similar among those CVBs examined Athens, Augusta, and Macon.
- Mr. Bowden reviewed the advertising and marketing budget breakdown to illustrate how the investment is broken down traditional media and digital.
- Mr. Bowden turned the meeting over to Ashley Woitena. She discussed updates on the Awareness and Demand Campaign currently underway to generate more conventions and meetings. This included digital awareness, retargeting, social distribution, and website analytics all of which help determine additional efforts in filling the sales pipeline. Ms. Woitena then addressed the Four Meeting Districts campaign whereby staff has identified four primary locations within the city that are suitable to host meetings/conventions. The District campaign includes not only the meeting venues, but hotels, and other amenities sought after for meeting planners. She concluded her report a review of upcoming travel that will seek out meeting planners looking for smaller meeting venues, which would optimize the strategy brought forth by the Meeting District strategy.
- Shelby Guest provided information on an upcoming travel writer tour that would be occurring in
  the next few weeks. She explained that this tour would focus on arts. Her reported included the
  "tentative" itinerary with visits to a variety of cultural institutions with the main focus on the reopening of the Columbus Museum. She concluded her report with the latest travel writer
  related analytics: 355 published results, 99.4 million impressions, and \$919 million in estimated
  value

Adjournment	Laurer	ı Beck	kei
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With no further business, Ms. Becker adjourned the meeting at 5:19pm.

File Attachments for Item:

#### . MAYOR'S APPOINTMENTS MAY BE CONFIRMED FOR THIS MEETING:

#### PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

Crystal Shahid

(Mayor's Appointment)

(Business Community)

Does not desire reappointment

Term Expires: June 30, 2024

This is a four-year term. Board meets monthly.

#### **COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:**

**BOARD OF FAMILY & CHILDREN SERVICES:** Ms. Jennifer Melvin was nominated to serve another term of office in the *Former Foster Parent* seat. *(Councilor Tucker's nominee)* **Term expires:** June 30, 2029

<u>COLUMBUS AQUATICS COMMISSION:</u> Mr. Donald W. Hoffman was nominated to serve another term of office. *(Councilor Crabb's nominee)* Term expires: June 30, 2026

REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Ms. Marianne
Young was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee)
Term expires: June 30, 2027

REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF
BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Mr. Christopher

Posey was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2027					
COUNCIL'S DISTRICT SEAT APPOINTS CONFIRMED FOR THIS MEETING:	MENT- ANY NOMINATIONS MAY BE				
PUBLIC SAFETY ADVISORY COMMISS	SION:				
Saundra Ellison	(Council District 3- Huff)				
Seat Declared vacant					
Term Expires: March 27, 2024					
YOUTH ADVISORY COUNCIL:					
District 2 Nominee:	District 5 Nominee:				
District 3 Nominee:	District 8 Nominee:				
District 4 Nominee:	District 9 Nominee: <u>Amy Recinos-Agular</u>				
COUNCIL'S CONFIRMATION – RECOMAGENCY OR BOARDS MAY BE CONFIRMATION	IMENDATIONS FROM ORGANIZATIONS / RMED FOR THIS MEETING:				
HISTORIC & ARCHITECTURAL REVIE	W BOARD:				

#### **Rev. Curtis West**

#### **Open for Nominations**

Liberty Theatre & Cultural Arts Center Bd Rep.

(Council's Appointment)

No longer a resident of Muscogee County

Term Expired: January 31, 2024

The Chairperson of the Liberty Theatre & Cultural Arts Center Advisory Board is recommending Arreasha Z Lawrence to fill the seat of Rev. Curtis West.

In accordance with Ordinance 24-012, this seat is slated for a member serving on the Liberty Theatre & Cultural Arts Center Advisory Board.

#### **COUNCIL APPOINTMENT- VOTE TABULATION:**

#### **COLUMBUS GOLF COURSE AUTHORITY:**

#### Richard Wright

**Open for Nominations** 

*Not Eligible to succeed* June 30, 2024

(Council's Appointment)

Term Expires:

Mayor Pro Tem Allen nominated Ms. Karen Stewart for the seat of Richard Wright.

Councilor Crabb nominated Ms. Stephanie Leohr for the seat of Richard Wright.

<u>COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE</u>
NEXT MEETING:

#### **COLUMBUS AQUATICS COMMISSION:**

Jensen Melton- Interested in serving

**Open for Nominations** 

Eligible to succeed

(Council's Appointment)

Term Expires: June 30, 2024

**Timothy Crabb** 

**Open for Nominations** 

Does not desire reappointment

(Council's Appointment)

Term Expires: June 30, 2024

**Richard Leary** 

**Open for Nominations** 

Cols. Hurricane Rep.

(Council's Appointment)

Does not desire reappointment

Term Expires: June 30, 2024

**Janet Bussey** 

**Open for Nominations** 

Not Eligible to succeed

(Council's Appointment)

Term Expires: June 30, 2024

**Bruce Samuels** 

**Open for Nominations** 

Not Eligible to succeed

(Council's Appointment)

Term Expired: June 30, 2022

These are two-year terms. Board meets quarterly.

Women: 1

**Senatorial District 15:** 5

#### Senatorial District 29: 2

# **COLUMBUS GOLF COURSE AUTHORITY:**

<u>Richard Mahone</u> - Interested in serving

**Open for Nominations** 

Eligible to succeed

(Council's Appointment)

Term Expires: June 30, 2024

James Houston, Jr. - Interested in serving

**Open for Nominations** 

Eligible to succeed

(Council's Appointment)

Term Expires: June 30, 2024

These are four-year terms. Board meets monthly.

\*Note: There are no women currently serving on this board.

Women: 0

**Senatorial District 15:** 3

Senatorial District 29: 6

#### **HOSPITAL AUTHORITY OF COLUMBUS:**

#### **Betty Tatum**

# **Open for Nominations**

Resigned

(Council's Nomination)

Term Expires: November 14, 2025

The following nominees would be forwarded to the Hospital Authority of Columbus: Mr. Mike Mayhew, Mr. Bob Jones and Mr. Tracy Sayers.

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

The term is three years. Board meets monthly with the exception of November and December.

Women: 1

Senatorial District 15: 5

Senatorial District 29: 3

### **KEEP COLUMBUS BEAUTIFUL COMMISSION:**

<u>David Houser</u> Open for Nominations Eligible to

succeed (Council's Appointment)

(SD-15 Representative)

Term Expires: June 30, 2024

<u>Pamela Green Thomas</u> Open for Nominations *Eligible to* 

succeed (Council's Appointment)

(At-Large Member)

Term Expires: June 30, 2024

**Tracy Walton-King** 

Open for Nominations (Council's Appointment)

Not Eligible

to succeed

...........

(At-Large Member)

Term Expires: June 30, 2024

**Eddie Florence** 

**Open for Nominations** (Council's Appointment)

(Resigned)

(SD-15 Representative)

Term Expires: June 30, 2026

**VACANT** 

Open for Nominations (SD-29 (Council's Appointment)

 ${\it Representative})$ 

Term Expires: June 30, 2026

These are three-year terms. Meets every even month.

Women: 6

Senatorial District 15: 6

Senatorial District 29: 3

# **Columbus Consolidated Government Board Appointments – Action Requested**

#### 2. MAYOR'S APPOINTMENTS MAY BE CONFIRMED FOR THIS MEETING:

#### A. PENSION FUND, EMPLOYEES' BOARD OF TRUSTEES:

#### **Crystal Shahid**

(Mayor's Appointment)

(Business Community)

Does not desire reappointment Term Expires: June 30, 2024

This is a four-year term. Board meets monthly.

#### 3. <u>COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:</u>

- **A.** <u>BOARD OF FAMILY & CHILDREN SERVICES:</u> Ms. Jennifer Melvin was nominated to serve another term of office in the *Former Foster Parent* seat. (*Councilor Tucker's nominee*) Term expires: June 30, 2029
- **B.** <u>COLUMBUS AQUATICS COMMISSION:</u> Mr. Donald W. Hoffman was nominated to serve another term of office. (*Councilor Crabb*'s nominee) Term expires: June 30, 2026
- C. REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Ms. Marianne Young was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2027
- **D.** REGION 6 REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES: Mr. Christopher Posey was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2027
- 4. <u>COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:</u>
  - A. PUBLIC SAFETY ADVISORY COMMISSION:

Saundra Ellison

(Council District 3- Huff)

	Seat Declared vacant	
	Term Expires: March 27, 2024	
	B. YOUTH ADVISORY COUNCIL:	
	District 2 Nominee: District 3 Nominee: District 4 Nominee:	District 5 Nominee: District 8 Nominee: District 9 Nominee: Amy Recinos-Agular
5.	COUNCIL'S CONFIRMATION ORGANIZATIONS / AGENCY OR B MEETING:	– RECOMMENDATIONS FROM SOARDS MAY BE CONFIRMED FOR THIS
	A. HISTORIC & ARCHITECTURAL	REVIEW BOARD:
	Rev. Curtis West Liberty Theatre & Cultural Arts Ce No longer a resident of Muscogee Cou Term Expired: January 31, 2024	- ` ` /
	The Chairperson of the Liberty The recommending Arreasha Z Lawrence	atre & Cultural Arts Center Advisory Board is e to fill the seat of Rev. Curtis West.
	In accordance with Ordinance 24-012 Liberty Theatre & Cultural Arts Center	2, this seat is slated for a member serving on the Advisory Board.
ó.	COUNCIL APPOINTMENT- VOTE TA	ABULATION:
	A. COLUMBUS GOLF COURSE AUT	HORITY:
	Richard Wright	Open for Nominations

Not Eligible to succeed

(Council's Appointment)

Term Expires: June 30, 2024

Mayor Pro Tem Allen nominated Ms. Karen Stewart for the seat of Richard Wright. Councilor Crabb nominated Ms. Stephanie Leohr for the seat of Richard Wright.

# 7. <u>COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:</u>

## A. COLUMBUS AQUATICS COMMISSION:

<u>Jensen Melton</u>- Interested in serving Open for Nominations

Eligible to succeed (Council's Appointment)

Term Expires: June 30, 2024

<u>Timothy Crabb</u> Open for Nominations

Does not desire reappointment (Council's Appointment)

Term Expires: June 30, 2024

<u>Richard Leary</u> Open for Nominations

Cols. Hurricane Rep. (Council's Appointment)

Does not desire reappointment
Term Expires: June 30, 2024

<u>Janet Bussey</u> Open for Nominations

<u>Not</u> Eligible to succeed (Council's Appointment)

Term Expires: June 30, 2024

Bruce Samuels Open for Nominations

Not Eligible to succeed (Council's Appointment)

Term Expired: June 30, 2022

These are two-year terms. Board meets quarterly.

Women: 1

**Senatorial District 15:** 5

Senatorial District 29: 2

#### B. <u>COLUMBUS GOLF COURSE AUTHORITY:</u>

<u>Richard Mahone</u> - Interested in serving Open for Nominations

Eligible to succeed (Council's Appointment)

Term Expires: June 30, 2024

<u>James Houston, Jr.</u> - Interested in serving

Open for Nominations

Eligible to succeed (Council's Appointment)

Term Expires: June 30, 2024

These are four-year terms. Board meets monthly.

\*Note: There are no women currently serving on this board.

Women: 0

**Senatorial District 15:** 3 **Senatorial District 29:** 6

#### C. HOSPITAL AUTHORITY OF COLUMBUS:

**Betty Tatum** Open for Nominations Resigned (Council's Nomination)

Term Expires: November 14, 2025

The following nominees would be forwarded to the Hospital Authority of Columbus: Mr. Mike Mayhew, Mr. Bob Jones and Mr. Tracy Sayers.

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

The term is three years. Board meets monthly with the exception of November and December.

Women: 1

**Senatorial District 15:** 5 **Senatorial District 29:** 3

# D. KEEP COLUMBUS BEAUTIFUL COMMISSION:

David HouserOpen for NominationsEligible to succeed(Council's Appointment)

(SD-15 Representative) Term Expires: June 30, 2024

Pamela Green ThomasOpen for NominationsEligible to succeed(Council's Appointment)

(At-Large Member)

Term Expires: June 30, 2024

Tracy Walton-KingOpen for NominationsNot Eligible to succeed(Council's Appointment)

(At-Large Member)

Term Expires: June 30, 2024

Eddie FlorenceOpen for Nominations(Resigned)(Council's Appointment)

(SD-15 Representative) Term Expires: June 30, 2026

**VACANT** Open for Nominations (SD-29 Representative) (Council's Appointment)

Term Expires: June 30, 2026

These are three-year terms. Meets every even month.

Women: 6

**Senatorial District 15:** 6 **Senatorial District 29:** 3

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