

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

John M. House
Bruce Huff

R. Walker Garrett
Evelyn Turner Pugh

Judy W. Thomas
Evelyn 'Mimi' Woodson

Clerk of Council
Sandra T. Davis



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

September 24, 2019
5:30 PM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Rev. David Stallion- Mt. Pilgrim Baptist Church.

PLEDGE OF ALLEGIANCE: Led by Girl Scout Troup 50264.

MINUTES:

1. Approval of minutes for the September 10, 2019 Council Meeting and August 27, 2019 Executive Session.

RESOLUTION:

2. A resolution accepting and expending private donations to support Coming to Columbus "The Good, The Bad and The Ugly" Event.

Approval is requested to receive and expend private donations for approximately \$23,000 to support the Coming to Columbus "The Good, The Bad and The Ugly" event. The event will highlight topics such as education, human services, economic development and areas of the good, the bad and the ugly in our City.

CITY ATTORNEY'S AGENDA

ORDINANCES

- 1.** **2nd Reading - REZN-08-19-6197:** An Ordinance amending Chapter 3 of the Unified Development Ordinance to revise Section 3.2.72.O pertaining to the regulation of small wireless facilities in the right of way and for other purposes. (Mayor Pro-Tem Pugh)
- 2.** **1st Reading - REZN-07-19-6145:** An Ordinance rezoning property located at 2932, 2938 and 2944 Macon Road. The current zoning is RO (Residential Office). The proposed zoning is NC (Neighborhood Commercial). The proposed use is Commercial, Fast Food Restaurant. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Steven Faulkner. (Councilor Huff)

RESOLUTIONS

- 3.** **Resolution - EXCP-01-19-0046:** A resolution authorizing a special exception to allow operation of a Health & Wellness Facility at 710 Front Avenue. The property is located within the HIST (Historic) zoning district and requires a special exception. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Joann Cogle. (Councilor Woodson)
- 4.** **Resolution - EXCP-07-19-6001:** A resolution authorizing a special exception to allow operation of a Health & Wellness Facility at 627 2nd Avenue. The property is located within the HIST (Historic) zoning district and requires a special exception. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Christopher Wilkes. (Councilor Woodson)
- 5.** **Resolution -** A Resolution of the Council giving preliminary authorization to pursue the issuance of Columbus, Georgia, Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019, in an amount not to exceed \$52,000,0000, in accordance with the request of the Columbus, Georgia Board of Water Commissioners. (Request of Columbus Board of Water Commissioners)
- 6.** **Resolution -** A Resolution of the Council of Columbus, Georgia, ratifying a bond resolution adopted by the Columbus Building Authority authorizing the issuance of its Lease Revenue Refunding Bonds, Series 2019 Bonds; and for other purposes. (Request of the Columbus Building Authority)

PUBLIC AGENDA

1. Ms. Loretta Wright, Re: 1. REZN-06-19-5904k- 2713 Norris Rd-Genti; 2. House Bill 346; 3. Hotels/motels; 4. Quality of Life and 5. Do the Mayor and members of council physically travel through all of Columbus to learn first-hand of social living and working conditions.
2. Ms. Audrey Holston Palmore, Re: An appeal to receive documentation that accurately reflects the contents of a police report filed by a Columbus Police Department law enforcement officer's account of events that involved her.
3. Mr. Jackson Turner, Re: Police pay.
4. Mr. Jeff Johnston, Re: A request for Uber and Lyft drivers to apply for city permits to operate as independent contractors in Muscogee County just as the State Taxi Industry.
5. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Economic development, poverty, crime: What's the connection?

CITY MANAGER'S AGENDA

1. GEMA/HS EXPLOSIVE ORDNANCE DISPOSAL K9 PROGRAM GRANT

Approval is requested for the Sheriff's Office to submit an application and, if awarded, accept a grant from the Georgia Emergency Management Agency/Homeland Security for \$6,000, or as otherwise awarded, for operation of the canine explosive ordnance disposal program, and to amend the Multi-governmental fund by the amount awarded. Funds have been provided to the State of Georgia from the U.S. Department of Homeland Security to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

PURCHASES

- A. Annual Maintenance Renewal for Cisco Switches
- B. Eight (8) Chevrolet Tahoe Pursuit Vehicles – Georgia Statewide Contract
- C. GMA Lease for Eight (8) Chevrolet Tahoe Pursuit Vehicles

UPDATES AND PRESENTATIONS

- A. Transportation Update - Pam Hodge, Deputy City Manager
- B. Government Center/SPLOST Update - Pam Hodge, Deputy City Manager

Information Material:

Legislative Agenda Items 2020 - Draft

BID ADVERTISEMENTS:

September 25, 2019

Comprehensive Generator Services (Annual Contract) – RFP No. 20-0010 **Scope of Bid**

It is the intent of the Columbus Consolidated Government to establish an annual contract with a qualified licensed contractor to provide, maintain and/or repair generators at various locations.

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

September 27, 2019

Design/Build Services for Lindsay Drive Slope Failure Repair – RFP No. 20-0003 **Scope of RFP**

Columbus Consolidated Government is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised.

Inmate Food Service Management for Muscogee County Prison (Annual Contract) – RFP No. 20-0005 **Scope of RFP**

Columbus Consolidated Government invites qualified firms to submit proposals for food service management for inmates at the Muscogee County Prison. Inmate Food Service Management includes, but is not limited to, the furnishing of all required labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff at the Prison.

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

October 2, 2019

Transmissions & Transmission Services for Public Works (Annual Contract) – RFP No. 20-0011 **Scope of Bid**

Provide repair/rebuild services for various types of transmissions for Public Works Department - on an “as needed” basis.

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

October 9, 2019

Tree Removal & Stump Grinding/Removal Services (Annual Contract) – RFP No. 20-0012
Scope of Bid

Provide Columbus Consolidated Government with professional services on an “as needed” basis for the following options:

Option 1) Remove trees (and all related debris) throughout the City on an “as needed” basis.

Option 2) Provide stump grinding/removal services throughout the City on an “as needed” basis.

Vendors may bid on either or both options. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

Inmate Work Vans (Commercial Cutaway) – RFB No. 20-0014
Scope of Bid

Provide ten (10) inmate work vans (commercial cutaway) to be used by the Parks and Recreation Department staff to transport inmates and pull equipment trailers for lawn mowers and equipment.

October 11, 2019

Medical Evaluation Services for Columbus Fire & EMS Department (Annual Contract) – RFP No. 20-0006
Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals for medical evaluation services for employees of the Fire & EMS Department on an “as needed” basis.

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

Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002
Scope of RFQ

Columbus Consolidated Government (“Owner”) is soliciting statements of qualifications from firms interested in providing construction manager as general contractor services for Columbus Government Center Complex.

This Request for Qualifications (RFQ) seeks to identify the most qualified potential providers of the above-mentioned services. Some firms which respond to this RFQ, and who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to offer proposals for these services.

October 16, 2019

Full-Size Crew Cab 4WD Pickup Truck – RFB No. 20-0015

Scope of Bid

Provide one (1) full-size crew cab 4WD pickup truck to be used by Engineering Department inspectors for various site inspections.

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

Scope of Bid

Provide one (1) full-size crew cab 2WD pickup truck to be used by Traffic Shop staff to transport and put out traffic counters, as also as a backup vehicle for the Sign Truck.

Mini-Hydraulic Excavator – RFB No. 20-0017

Scope of Bid

Provide one (1) mini-hydraulic excavator to be used by Rainwater Division staff to grade storm water ditches throughout Muscogee County.

Utility Vehicle 4WD – RFB No. 20-0018

Scope of Bid

Provide one (1) utility vehicle 4WD to be used by Landfill staff traveling throughout all closed and open landfills operated by Columbus Consolidated Government (the City) while evaluating landfills for repairs and compliance work.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1. RESOLUTION:** A resolution excusing Mayor Pro Tem Evelyn Turner Pugh from the September 24, 2019 Council Meeting.
- 2. RESOLUTION:** A resolution excusing Councilor R. Gary Allen from the September 24, 2019 Council Meeting.
- 3. RESOLUTION:** A resolution excusing Councilor Charmaine Crabb from the September 24, 2019 Council Meeting.
- 4. FINANCE REPORT RESOLUTION:** A resolution receiving the report of the Director of Finance concerning certain alcoholic beverage licenses for the month of August 2019 and approving the same.
- 5. HONORARY DESIGNATION APPLICATION:** An application submitted by Friendship Baptist Church for an honorary designation for Reverend Dr. Emmett S. Aniton, Jr. to be located at Sixth Avenue and Eighth Street and Sixth Avenue and 9th Street. *(The request is to forward to Board of Honor.)*

6. **NEW HORIZONS BEHAVIORAL HEALTH- MENTAL HEALTH, ADDICTIVE DISEASES AND DEVELOPMENTAL DISABILITIES- COMMUNITY SERVICE BOARD:** Copy of an Official Appointment Form submitting David Ranieri to serve another term of office.
7. **REGION SIX REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:** Letter of Resignation from Mr. Edward Barnwell.
8. **Minutes of the following boards:**
Board of Tax Assessors, #33-19.
Board of Water Commissioners, August 12, 2019.
Columbus Aquatics Commission, May 30, 2019 and July 19, 2019.
Columbus Civic Center & Ice Rink Advisory Board, July 18, 2019.
Community Development Advisory Council, March 20, 2019 and June 13, 2019.
Convention & Visitors Bureau, Board of Trustees, August 21, 2019.

BOARD APPOINTMENTS - ACTION REQUESTED

9. **COUNCIL'S APPOINTMENTS TO BE CONFIRMED:**

- A. **PUBLIC SAFETY ADVISORY COMMISSION:** Byron Hickey is being nominated to serve another term of office as the District 1 representative- New Term Expires: October 31, 2022. (*Councilor Barnes' nominee*)

10. **COUNCIL'S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

A. **PUBLIC SAFETY ADVISORY COMMISSION:**

Rev. Willie Phillips

District 7 Representative

Term Expires: October 31, 2019

Not Eligible to succeed

Open for Nominations

Council District 7- Woodson

B. **YOUTH ADVISORY COUNCIL:**

District 3 Nominee: _____

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

A. ANIMAL CONTROL ADVISORY BOARD:

Timothy Butts - Nomination of Jayne Dunn
Term Expires: October 15, 2019
Does not desire reappointment

Councilor Garrett's Nominee
(Council's Appointment)

Becky Carter - Nomination of Lindsay Ellis
to succeed Becky Carter
Term Expires: October 15, 2019
Not *Eligible to succeed*

Councilor Garrett's Nominee
(Council's Appointment)

B. PERSONNEL REVIEW BOARD:

VACANT SEAT
Alternate Member
Term Expires: December 31, 2022

Open for Nominations
(Council's Appointment)

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

C. TREE BOARD:

Candice L. Wayman
Term Expires: July 1, 2019
Not *Eligible to succeed*

Open for Nominations
(Council's Appointment)

Women: 6
Senatorial District 15: 5
Senatorial District 29: 6

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

Item Attachment Documents:

1. Approval of minutes for the September 10, 2019 Council Meeting and August 27, 2019 Executive Session.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING

MINUTES

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

September 10, 2019
9:00 AM
Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor B. H. "Skip" Henderson, III, and Councilors R. Gary Allen (arrived at 9:07 a.m.), Charmaine Crabb, Glenn Davis, R. Walker Garrett, John M. House, Bruce Huff (arrived at 9:06 a.m.), Judy W. Thomas and Evelyn "Mimi" Woodson (arrived at 9:09 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis and Deputy Clerk Pro Tem Tameka Colbert.

ABSENT: Mayor Pro Tem Evelyn Turner Pugh and Councilor Jerry "Pops" Barnes.

The following documents were distributed around the Council table: (1) Metra Audit Report (2) Columbus Consolidated Government Solid Waste Management Plan (3) Government Center/SPLOST Update

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

INVOCATION: Offered by Preacher Joshua Cantrell- Cusseta Road Church of Christ.

PLEDGE OF ALLEGIANCE: Led by 2nd Graders of Emanuel Preparatory School of Math and Science.

1. **MINUTES:** Approval of minutes for the August 27, 2019 Council Meeting. Councilor Garrett made a motion to approve the minutes, seconded by Councilor Thomas and carried unanimously by the six members present, with Councilors Allen and Woodson being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

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

CITY MANAGER'S AGENDA:

1. RETIREE HEALTH INSURANCE PLAN:

Resolution (299-19) - A resolution authorizing renewal of the Medicare eligible health plan benefits and the United Healthcare Medicare Advantage PPO plan. Councilor Davis made a motion to approve, seconded by Councilor House and carried unanimously by seven members present, with Councilor Woodson being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

Approval is requested authorizing renewal of the Medicare eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan. United Healthcare has offered the City a flat renewal of the Medicare Advantage PPO plan that resulted in no increase in premium rates and no plan design changes. The Retiree Health Benefits Committee, ShawHankins/NFP Benefits Consultants, and the Human Resources Director recommend the proposed resolution.

Human Resources Director Reather Hollowell came forward to briefly explain the health care plan and to recognize Mr. Larry Campbell.

Mr. Larry Campbell came forward as a member of the Retirees' Health Benefits Committee to make some further comments on the resolution.

MAYOR'S AGENDA (CONTINUED):

2. **PRESENTATION:** Internal Audit Report on METRA. (Presented by Elizabeth Barfield, Forensic Auditor and John Redmond, Internal Auditor & Compliance Officer)

Metra Director Rosa Evans came forward to provide responses and address several matters of concern listed in the audit report.

CITY ATTORNEY'S AGENDA:

ORDINANCES:

(1) 2nd Reading – Ordinance (19-045) - An Ordinance rezoning property located at 4590 Woodruff Road (parcel # 034-027-026). The current zoning is SFR3 (Single Family Residential 3) Zoning District. The proposed zoning is NC (Neighborhood Commercial) Zoning District. The proposed use is Commercial Retail. Councilor Allen made a motion to adopt, seconded by Councilor Woodson.

Councilor Garrett requested that the following construction stipulations be added to the ordinance: Construction would begin no earlier than 7:00 a.m. and end at 7:00 p.m. during the week. Construction would not begin until 8:00 a.m. and end at 7:00 p.m. on Saturdays. There will be no construction on Sundays. Councilor Crabb made a motion to amend the ordinance to include the construction stipulations, seconded by Councilor House and carried unanimously by the six members present, with Councilors Huff and Woodson being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting. *(Councilors Huff and Woodson were not at their respective seats during the vote; however, upon their return requested their votes be cast in the affirmative.)*

Councilor Allen moved to adopt the ordinance as amended, seconded by Councilor Garrett and carried unanimously by the six members present, with Councilors Huff and Woodson being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting. *(Councilors Huff and Woodson were not at their respective seats during the vote; however, upon their return requested their votes be cast in the affirmative.)*

(2) 2nd Reading – REZN-06-19-5904: An Ordinance rezoning property located at **2443, 2705 and 2713 Norris Road** (parcel #'s 068-050-002 / 003 / 004). The current zoning is SFR2 (Single Family Residential 2) Zoning District. The proposed zoning is RO (Residential Office). The proposed use is Multifamily. Councilor Crabb made a motion to delay the ordinance on second reading for 30 days, seconded by Councilor Allen and carried unanimously by the six members present, with Councilors Huff and Woodson being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

(3) 1st Reading - REZN-08-19-6197: An Ordinance amending Chapter 3 of the Unified Development Ordinance to revise Section 3.2.72.O pertaining to the regulation of small wireless facilities in the right of way and for other purposes.

PUBLIC AGENDA:

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

1. Ms. Susan Gallagher, representing New Horizon Behavioral Health, Re: National Recovery Month. (*For information regarding educational events and mental health awareness go to www.nhbh.org*)
2. Ms. Loretta Wright, Re: 1. REZN-06-19-5904k- 2713 Norris Rd-Genti; 2. House Bill 346; 3. Hotels/motels; 4. Quality of Life and 5. Do the Mayor and members of council physically travel through all of Columbus to learn first-hand of social living and working conditions. (*Did not appear.*)
3. Ms. Denise Bynam, Re: Unlivable housing units and apartments being misrepresented by way of extortion. (*Did not appear.*)

MAYOR'S AGENDA (CONTINUED):

2. **PRESENTATION (Continued):** Internal Audit Report on METRA. (Presented by Elizabeth Barfield, Forensic Auditor and John Redmond, Internal Auditor & Compliance Officer)

Internal Auditor and Compliance Officer John Redmond came forward with a continuation of Metra's Internal Audit Report.

REFERRAL(S):

FOR THE CITY MANAGER:

- Would like to see the evaluation of parking meters in a Work Session. (*Request of Councilor Garrett*)
- Would like to discuss the cameras in the Work Session. (*Request of Councilor Woodson*)
- Put an action plan together and get back with us on a lot of these matters. (*Request of Councilor Davis*)
- Would like to focus on the lack of mechanics in the Work Session. (*Request of Councilor Davis*)

Metra Director Rosa Evans approached the rostrum to recognize and thank several Metra staff members: Robert Sheridan, Compliance Officer; Ian Trowers, Maintenance Manager; Terana Crawford, Parking Manager; Everett Fleming, Planning Manager; William Jenkins, Paratransit; Antonio Owens, Transit Manager and Jeremy Whittlesey, Transit Specialist and Steven Dewitt, Transit Specialist.

CITY MANAGER'S AGENDA (CONTINUED):

2. TRANSFER OF CITY-OWNED PROPERTIES TO COLUMBUS LAND BANK AUTHORITY:

Resolution (300-19) - A resolution of the Council of Columbus, Georgia, authorizing the City Manager to transfer ownership of 19 City-owned properties to the Columbus Land Bank Authority. Councilor Woodson moved approval, seconded by Councilor Allen and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

Approval is requested to transfer 19 vacant City-owned properties to the Columbus Land Bank Authority for the purpose of marketing and selling those properties and placing them back into a productive use.

3. **LEASE RENEWAL WITH THE DEPARTMENT OF NATURAL RESOURCES FOR THE OPERATION AND MAINTENANCE OF BOAT RAMP AT ROTARY PARK:**

Resolution (301-19) - A resolution of the Council of Columbus, Georgia, authorizing the City Manager to renew a lease agreement with the Department of Natural Resources for the operations and maintenance of a boat ramp at Rotary Park. Councilor Garrett moved approval, seconded by Councilor Woodson and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

Approval is requested to renew a lease agreement with the Department of Natural Resources for the operation and maintenance of a boat ramp at Rotary Park.

4. **PURCHASES:**

A. Gym Floor Maintenance

Resolution (302-19) - A resolution authorizing the execution of an annual contract with Stevens Gymnasiums, Inc. (Roswell, GA) to provide gym floor maintenance on an “as needed” basis for the estimated annual contract value of \$55,300.00. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

B. Mowers and Tractors – RFB No. 19-0008

Resolution (303-19) - A resolution authorizing the purchase of twelve (12) commercial zero turn mowers from SunSouth, LLC (Columbus, GA), at a unit price of \$6,950.00, for a total price of \$83,400.00. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

C. Mid-Size Sedan – Georgia Statewide Contract

Resolution (304-19) - A resolution authorizing the purchase of one (1) mid-size sedan for the Victim Witness Division from Allan Vigil Ford (Morrow, GA), via Georgia State Contract #99999-SPD-ES40199373-002, in the amount of \$18,442.00. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

D. 15-Passenger Van – Georgia Statewide Contract

Resolution (305-19) - A resolution authorizing the purchase of one (1) 15-passenger van for the Victim Witness Division from Hardy Chevrolet (Dallas, GA), via Georgia State Contract #99999-SPD-ES40199373-005, in the amount of \$30,894.00. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

E. Replacement of Playground Equipment for Theo McGee Park

Resolution (306-19) - A resolution authorizing the acceptance of a donation in the amount of \$50,000 from Body Evolution Gym in order to purchase replacement playground equipment from Miracle Recreation Equipment Company/Hasley Recreation Inc. (Flowery Branch, GA) in the amount of \$49,084.74. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

F. Bus Repairs – Gillig 35Ft Transit Bus #1211

Resolution (307-19) - A resolution authorizing payment to Cummins Sales and Service (Albany, GA), in the estimated amount of \$27,810.84, for repairs required for a Gillig 35ft transit bus, #1211. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

G. Bus Repairs – Gillig 35Ft Transit Bus #1222

Resolution (308-19) - A resolution authorizing payment to Associated Fuel Systems (Conley, GA), in the estimated amount of \$19,116.07, for repairs required for a Gillig 35ft transit bus, #1222. Councilor Woodson moved approval, seconded by Councilor Allen and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

H. Annual Maintenance: Disaster Recovery Recording for the Real Estate Computer System

Resolution (309-19) - A resolution authorizing the annual maintenance payment to Tyler Technologies (Dallas, Tx), in the amount of \$12,380.60, for disaster recovery recording for the real estate computer system utilized by the Clerk of Superior Court. This payment covers the disaster recovery recording for the period July 1, 2019 – June 30, 2020. Councilor Woodson moved approval, seconded by Councilor House and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

5. UPDATES AND PRESENTATIONS: (THE UPDATES WERE PRESENTED IN THE ORDER AS NUMERICALLY INDICATED BELOW.)

1) Parks and Recreation FY19 Update- Holli Browder, Parks and Recreation Director

Finance Director Angelica Alexander came forward to request on behalf of Holli Browder, Parks and Recreation Director to authorize an amount of \$355,000 for the FY19 budget of the Department of Parks and Recreation.

Councilor Huff moved to authorize the request, seconded by Councilor Woodson and carried unanimously by the eight members present, with Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

2) Claflin School Project Update - Mark Wright, Oracle Design Group

Mr. Mark Wright came forward with a presentation to update the Mayor and Council on the Claflin School Project.

3) Solid Waste Management Plan - Kyle McGee, Assistant Public Works Director

Kyle McGhee, Assistant Public Works Director came forward with an update on the Columbus Consolidated Government Solid Waste Plan.

Abby Goldsmith of Goldsmith Resources LLC approached the rostrum to assist in the presentation of Columbus Consolidated Government Solid Waste Plan.

- 4) Waste Collection Friday Route Change - Kyle McGee, Assistant Public Works Director

Rhonda Rice, Manager of Solid Waste and Recycling came forward to provide the Mayor and Council with information regarding the proposed Waste Collection Friday Route Change.

REFERRAL(S):

FOR THE CITY MANAGER:

- Would like to have Public Works to come out and conduct a meeting in District Three to discuss the proposed route changes. (*Request of Councilor Huff*)
 - Put stickers on the trash cans to let citizens know when the meeting will be held. (*Request of Councilor Huff*)
 - Have some of this put into a social media platform and given to us so we can put it on our social media platform. (*Request of Councilor Thomas*)
- 5) Government Center/SPLOST Update - Pam Hodge, Deputy City Manager and Lisa Goodwin, Deputy City Manager

Deputy City Managers Pam Hodge and Lisa Goodwin came forward to provide an update on the Government Center / SPLOST to include potential SPLOST Projects and timeline for 2020 SPLOST General Election.

BID ADVERTISEMENT

September 11, 2019

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

Scope of Bid

Provide rental of tandem dump trucks, with operator, on an “as needed” basis, with a requested availability of six (6) trucks (minimum) at all times; swing gate and lift gate compatible. The trucks will be used by the Public Works Department for various projects, and will be awarded to both a Primary Contractor and a Secondary Contractor.

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

September 13, 2019

1. Space Planning and Programming & Design Professional Services for Columbus Government Center Complex – RFQ No. 20-0001

Scope of RFQ

Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing space planning and programming and professional design services for the Columbus Government Center Complex located in Columbus, Georgia.

This Request for Qualifications (RFQ) seeks to identify potential providers of the above-mentioned services. Some firms that respond to this RFQ, who are determined by the Owner to be sufficiently qualified, may be deemed eligible and may be invited to interview and offer proposals for these services.

September 18, 2019

1. Conex Storage Containers (or Equivalent) (Re-Bid) – RFB No. 20-0005

Scope of Bid

Provide three (3) conex storage containers (or equivalent), to include delivery and placement, for the Columbus Civic Center.

2. Motorcycle Helmet Mic Systems – RFB No. 20-0009

Scope of Bid

Provide nineteen (19) motorcycle helmet mic systems for use by Officers of the Columbus Police Department Motorcycle Squad.

3. Comprehensive Generator Services (Annual Contract) – RFB No. 20-0010

Scope of Bid

It is the intent of the Columbus Consolidated Government to establish an annual contract with a qualified licensed contractor to provide, maintain and/or repair generators at various locations.

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

4. Portable Toilet Rental & Service (Annual Contract) – RFB No. 20-0008

Scope of Bid

The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide portable toilets, hand washing stations and grey water collection containers at various City locations sites.

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

September 20, 2019

1. Inmate Food Service Management for Muscogee County Jail – RFP No. 20-0002

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals for food service management for inmates at the Muscogee County Jail. Inmate Food Service Management includes, but is not limited to, the furnishing of all required labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff at the Jail.

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

September 27, 2019

1. Design/Build Services for Lindsay Drive Slope Failure Repair – RFP No. 20-0003

Scope of RFP

Columbus Consolidated Government is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised.

2. Inmate Food Service Management for Muscogee County Prison (Annual Contract) – RFP No. 20-0005

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals for food service management for inmates at the Muscogee County Prison. Inmate Food Service Management includes, but is not limited to, the furnishing of all required labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff at the Prison.

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

CLERK OF COUNCIL'S AGENDA:

ENCLOSURES, ACTION REQUESTED:

1. **RESOLUTION:** A resolution excusing Mayor Pro Tem Evelyn Turner Pugh from the August 27, 2019 and September 10, 2019 Council Meetings.

Resolution (310-19): A resolution excusing the absence of Mayor Pro Tem Turner Pugh from the August 27, 2019 and September 10, 2019 Council Meeting. Councilor Allen moved approval, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

2. **RESOLUTION:** A resolution excusing Councilor Glenn Davis from the August 27, 2019 Council Meeting.

Resolution (311-19): A resolution excusing the absence of Councilor Glenn Davis from the August 27, 2019 Council Meeting. Councilor Allen moved approval, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

3. **RESOLUTION:** A resolution excusing Councilor Jerry "Pops" Barnes from the September 10, 2019 Council Meeting.

Resolution (312-19): A resolution excusing the absence of Councilor Jerry "Pops" Barnes from the August 27, 2019 Council Meeting. Councilor Allen moved approval, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

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

Board of Tax Assessors, #30-19, #31-19.

Columbus Iron Works Convention and Trade Center Authority, July 18, 2019.

Development Authority of Columbus, August 1, 2019.

The Hospital Authority of Columbus, June 25, 2019.

Councilor Allen made a motion to receive the minutes, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Pro Tem Turner Pugh and Councilor Barnes being absent from the meeting.

BOARD APPOINTMENTS- ACTION REQUESTED:

5. **MAYOR'S APPOINTMENTS FOR CONFIRMATION:**

A. COLUMBUS IRONWORKS CONVENTION & TRADE CENTER AUTHORITY:

Dr. Shikha Shah nominated to succeed Helena Coates on the Columbus Ironworks Convention and Trade Center Authority - New Term Expires: October 24, 2022 (*Mayor Henderson's nomination*). Councilor Woodson moved confirmation, seconded by Councilor Huff and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Tem Turner Pugh and Councilor Barnes being absent from the meeting.

Mr. Craig E. Burgess nominated to succeed Katonga Wright Columbus Ironworks Convention and Trade Center Authority - New Term Expires: October 24, 2022 (*Mayor Henderson's nominee*). Councilor Thomas moved confirmation, seconded by Councilor Huff and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Tem Turner Pugh and Councilor Barnes being absent from the meeting.

6. COUNCIL'S APPOINTMENTS TO BE CONFIRMED:

A. BOARD OF WATER COMMISSIONERS:

Ms. Rebecca Rumer nominated to serve another term of office on the Board of Water Commissioners - New Term Expires: December 31, 2023 (*Councilor Thomas' nominee*). Councilor Allen moved confirmation, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Tem Turner Pugh and Councilor Barnes being absent from the meeting.

B. TREE BOARD:

Olive Kendall nominated to succeed Candice L. Wayman on the Tree Board - New Term Expires: July 1, 2022 (*Councilor Huff requested that this item be delayed*).

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

A. PUBLIC SAFETY ADVISORY COMMISSION:

A nominee for the seat of Byron Hickey (*eligible to succeed; open for nomination*) on the Public Safety Advisory Commission for a term that expires on October 31, 2019 (*Councilor Barnes nomination*). There were none.

Mr. Noel Danielewicz to succeed Delphine Ebron on the Public Safety Advisory Commission for a term that expires on October 31, 2019 (*Councilor Huff's nomination*). Councilor Thomas moved confirmation, seconded by Councilor Woodson and carried unanimously by the seven members present, with Councilor Davis being absent for the vote and Mayor Tem Turner Pugh and Councilor Barnes being absent from the meeting.

A nominee for the seat of Rev. Willie Phillips (*not eligible to succeed*) on the Public Safety Advisory Commission for a term that expires on October 31, 2019 (*Councilor Woodson nomination*). There were none.

B. YOUTH ADVISORY COUNCIL:

A nominee for District 3 on the Youth Advisory Council. There were none.

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

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Timothy Butts (*does not desire reappointment*) on the Animal Control Advisory Board for a term that expires on October 15, 2019 (*Council's appointment*). There were none.

A nominee for the seat of Becky Carter (*not eligible to succeed*) on the Animal Control Advisory Board for a term that expires on October 15, 2019 (*Council's appointment*). There were none.

B. PERSONNEL REVIEW BOARD:

A nominee for the vacant seat of an alternate member on the Personnel Review Board for a term that expires on December 31, 2022 (*Council's Appointment*). There were none.

ANNOUNCEMENTS:

Councilor Woodson announced the 7th Annual Tri-City Latino Festival to be held on September 21, 2019 at the Civic Center from 12:00 p.m. – 8:00 p.m.

Mayor Henderson commended Deputy City Manager Lisa Goodwin, City Manager Hugley and staff members in conjunction with the Red Cross, the Community Warriors, DFACS and individual volunteers on the amazing job they did with housing those evacuees who were displaced during the hurricane.

Councilor House announced that the American Legion Post 35 is hosting a 9/11 Ceremony on September 11, 2019 at 8:30 a.m. on North Lumpkin Road.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Garrett to adjourn the September 10, 2019 Council Meeting, seconded by Councilor House and carried unanimously by eight members present, with Mayor Pro Tem Turner Pugh and Councilor Davis being absent from the meeting, and the time being 2:10 p.m.

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

Item Attachment Documents:

2. A resolution accepting and expending private donations to support Coming to Columbus “The Good, The Bad and The Ugly” Event.

Approval is requested to receive and expend private donations for approximately \$23,000 to support the Coming to Columbus “The Good, The Bad and The Ugly” event. The event will highlight topics such as education, human services, economic development and areas of the good, the bad and the ugly in our City.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Accepting and Expending private donations to support Coming to Columbus “The Good, The Bad and The Ugly Event
AGENDA SUMMARY:	Approval is requested to receive and expend private donations for approximately \$23,000 to support the Coming to Columbus “The Good, The Bad and The Ugly” event. The event will highlight topics such as education, human services, economic development and areas of the good, the bad and the ugly in our City.
INITIATED BY:	Mayor’s Office

Recommendation: Approval is requested to accept and expend private donations for the support of the Coming to Columbus “The Good, The Bad and The Ugly” event.

Background: The Mayor and City Council are hosting the Coming to Columbus “The Good, The Bad and The Ugly” event on October 15 and 16 2019. The event will highlight topics such as education, human services, economic development and areas of good bad and ugly in our City

Analysis: N/A

Financial Considerations: There are no financial obligations.

Legal Considerations: No legal considerations.

Recommendation/Action: Approval is requested to accept and expend private donations for the support of the Coming to Columbus “Good, The Bad and The Ugly” event.

RESOLUTION
NO. _____

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATIONS IN SUPPORT OF THE COMING TO COLUMBUS TOUR “THE GOOD, The BAD AND The UGLY”

WHEREAS, the Mayor and City Council are hosting the Coming to Columbus “The Good, The Bad and The Ugly Event on October 15 and 16 2019. The event will highlight topics such as education, human services, economic development and areas of good bad and ugly in our City and,

WHEREAS, the Mayor and Council seek to plan and implement the Good, The Bad and The Ugly event in October 2019 and,

WHEREAS, private sponsors have stepped forward to provide financial support and,

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

That the Mayor, City Manager and Finance Director are hereby authorized to accept and expend approximately \$23,000 in gifts expected to be raised in 2019 in support of the Good, Bad and Ugly Event.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24rd day of September, 2019, adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

Item Attachment Documents:

1. **2nd Reading - REZN-08-19-6197:** An Ordinance amending Chapter 3 of the Unified Development Ordinance to revise Section 3.2.72.O pertaining to the regulation of small wireless facilities in the right of way and for other purposes. (Mayor Pro-Tem Pugh)

AN ORDINANCE

NO.

An Ordinance amending Chapter 3 of the Unified Development Ordinance to revise Section 3.2.72.0 pertaining to the regulation of small wireless facilities in the right of way and for other purposes.

WHEREAS, Columbus, Georgia, a consolidated City-County government, (hereinafter, "CCG" or "the City"), is authorized by the laws and Constitution of the State of Georgia, including but not limited to Article 9, Section 1 paragraphs 1 and 2 of the Georgia Constitution, O.C.G.A. §§36-1-20, 32-4-42(6), and 32-4-92(10), to establish reasonable regulations for the installation, construction, maintenance, renewal, removal, and relocation of pipes, mains, conduits, cables, wires, poles, towers, traffic and other signals, and other equipment, facilities, or appliances in, on, along, over, or under the public roads of Columbus, Georgia. Further, 47 U.S.C. § 253(c) provides that the City has authority to manage its public rights of way. Finally, the Georgia Streamlining Wireless Facilities and Antennas Act., O.C.G.A. Title 36, Chapter 66C (the "SWFAA"), addresses the placement of small wireless facilities in the public rights of way of the various local governing authorities;

WHEREAS, this Council finds it is in the best interest of Columbus, Georgia and its residents and businesses to establish requirements, specifications and reasonable conditions regarding placement of small wireless facilities and poles in the public rights of way. These requirements, specifications and conditions are adopted in order to protect the public health, safety and welfare of the residents and businesses of the City and to reasonably manage and protect the public rights of way and its uses in the City; and

WHEREAS, the objective of this Council is to (i) implement the SWFAA and (ii) ensure use of the public rights of way is consistent with the design, appearance and other features of nearby land uses, protects the integrity of historic, cultural and scenic resources and does not harm residents' quality of life.

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

Section 1.

Chapter 3 of the Unified Development Ordinance is hereby amended by striking Section 3.2.72.0 in its entirety and inserting a new Section 3.2.72.0 to read as follows:

“O. Small wireless equipment in right of way

1. DEFINITIONS

Unless defined below, terms used in this Code Section shall have the meanings given them in O.C.G.A. § 36-66C-2 as they may from time to time be amended.

2. PERMITS

a. A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

b. Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Columbus Consolidated Government (“CCG”) Department of Engineering (“the Engineering Department”) for a permit. Applications are available from the Engineering Department and will be required to contain the information set forth in O.C.G.A. §36-66C-6(d). Any material change to information contained in an application shall be submitted in writing to the Engineering Department within 30 days after the events necessitating the change.

c. Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

d. The Engineering Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13. As more specifically provided by those code sections, the Engineering Department shall notify applicant within 20 days if any application is incomplete and shall identify the missing information. The Engineering Department will have thirty (30) days from when the application is deemed complete to make a final decision with respect to a collocation and seventy days from when the application is complete to make a final decision with respect to the installation, modification, or replacement of a pole or decorative pole. If the Department fails to act on an application within the time provided, the applicant may notify the Engineering Department that it has not received a decision, and if the Engineering Department fails to issue a decision within twenty (20) days the application shall be deemed

approved by operation of law.

e. Applications for permits shall be approved subject to the following conditions:

(1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which: (i) the applicant has the right to collocate subject to reasonable terms and conditions; and (ii) such collocation would not impose technical limitations or significant additional costs. The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary of the basis for such determination.

(2) The Engineering Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(3) For applications for new poles in the public right of way in areas zoned for residential use, the Engineering Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Engineering Department's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

f. A permit issued under this Section O shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).

g. Upon the issuance of a permit under this Code Section, and on each anniversary of such issuance, every person issued a permit shall submit to the CCG the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); provided, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

h. Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.

- i. The CCG may revoke a permit issued pursuant to this Section O if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Section O or the Georgia Streamlining Wireless Facilities and Antennas Act. Upon revocation, CCG may proceed according to paragraph 2.j. below.
- j. If a wireless provider occupies the public rights of way without obtaining a permit required by Part 2 of this Section O or without complying with the SWFAA, then CCG may, at its sole discretion, restore the right of way, to the extent practicable in CCG's reasonable judgment, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the CCG in doing so, plus a penalty not to exceed \$1,000.00. The CCG may suspend the ability of the wireless provider to receive any new permits from the CCG under this Section O until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the CCG may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.
- k. All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).
- l. An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13 which pertain to a Class II Authority.
- m. Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).
- n. Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.
- o. Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).
- q. If an application for a permit seeks to collocate small wireless facilities on CCG poles in the public rights of way, then the CCG shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the CCG shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

3. REMOVAL; RELOCATION; RECONDITIONING; REPLACEMENT; ABANDONMENT

- a. A person may remove its small wireless facilities from the public rights of according to

the procedures of O.C.G.A. § 36-66C-5(e).

b. In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the CCG, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the CCG, to its condition prior to the removal within 90 days of the removal, the CCG may, at its sole discretion, restore the right of way to such condition and charge the person the CCG's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The CCG may suspend the ability of the person to receive any new permits under this code section until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the CCG will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

c. If, in the reasonable exercise of police powers, the CCG determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the CCG may take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

d. The CCG shall recondition and replace its own poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

e. A wireless provider must notify the Engineering Department of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The CCG may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

4. STANDARDS

a. Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Section 2 above.; (ii) subject to applicable codes; and (iii) so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h). Specifically, all small wireless facilities shall meet the following requirements.

(1) New, modified, or replacement poles installed in the right of way in a historic district or in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(3) New small wireless facilities in the public right of way and collocated on an existing pole or support structure shall not exceed more than ten feet above the existing pole or support structure.

(4) New small wireless facilities in the public right of way collocated on a new or replacement pole under paragraph 4.a (1) or 4.a(2) above may not extend above the top of such poles.

b. The preferred composition for all poles installed in the right of way will be metal with black powder coating. Pole material will be reviewed by the Engineering Department for compatibility with surrounding land use. c. Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a pole shall be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

d. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Section 2 and (ii) compliance with applicable codes.

e. Notwithstanding any provision of this Section Oto the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Section 2 and (ii) compliance with applicable codes.”

SECTION 2.

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

SECTION 3.

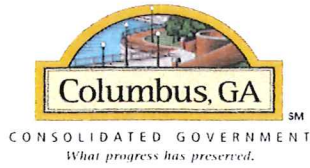
This ordinance shall become effective on October 1, 2019 in accordance with the SWFAA.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 10th day of September, 2019; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2019 and adopted at said meeting by the affirmative vote of ____ members of Council.

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

Sandra T. Davis
Clerk of Council

B. H. “Skip” Henderson, III
Mayor



Planning Department

September 3, 2019

Honorable Mayor and Councilors
City Manager
City Attorney
Clerk of Council

This application comes at the request of the Columbus Consolidated Government.

Subject: (REZN-04-19-0664) Request to amend the text of the Unified Development Ordinance (UDO) is amended by striking Section 3.2.72.0 in its entirety and inserting a new Section 3.2.72.0 to read as follows:

UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

1. **Explanation of Revisions:** Amend Section 3.2.72.0 by striking Section 3.2.72.0 in its entirety and inserting a new Section 3.2.72.0:

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
<p>SECTION 3.2.72.0</p> <p>O. <i>[Rights-of-way.]</i></p> <p>A. <i>Application For Use of Right-of-way.</i></p> <p>1. Unless specifically exempted by state or federal law or this Code, any applicant that places or seeks to place wireless communication facilities in the public roads and highways or rights-of-way of Columbus shall provide to the Columbus Consolidated Government</p>	<p>SECTION 3.2.72.0</p> <p>1. DEFINITIONS</p> <p>Unless defined below, terms used in this Code Section shall have the meanings given them in O.C.G.A. § 36-66C-2 as they may from time to time be amended.</p> <p>2. PERMITS</p> <p>a. A permit is required to collocate a small wireless facility in the public right of way or to install, modify, or replace a</p>

(CCG) Division of Traffic Engineering the following information:

- a. The name, address, and telephone number of a principal office and local agent of such applicant;
- b. Proof of certification from the Georgia Public Service Commission of such applicant to provide wireless communication services in this state where required by state law, or Federal Communications Commission licensure where state certification is not required;
- c. Proof of insurance or self-insurance of such applicant adequate to defend and cover claims of third parties and of municipal authorities. Columbus Consolidated Government (CCG) shall be named as an additional insured of the property;
- d. A description of the applicant's service area and capacity, within Columbus which description shall be sufficiently detailed so as to allow Columbus to respond to subscriber inquiries. For the purposes of this paragraph, an applicant may, in lieu of or as supplement to a written description, provide a map on 8 ½" by 11" paper that is clear and legible and that fairly depicts the geographic service areas and associated service capacities within the boundaries of Columbus;
- e. A description of the services to be provided;
- f. An affirmative declaration that the applicant shall comply with all applicable federal, state, and local laws and regulations, including municipal ordinances and

pole or a decorative pole in the public right of way. A permit is not required to perform the activities described in O.C.G.A. § 36-66C-6(e) or (f).

b. Any person seeking to collocate a small wireless facility in the public right of way or to install, modify, or replace a pole or a decorative pole in the public right of way shall submit an application to the Columbus Consolidated Government ("CCG") Department of Engineering ("the Engineering Department") for a permit. Applications are available from the Engineering Department and will be required to contain the information set forth in O.C.G.A. §36-66C-6(d). Any material change to information contained in an application shall be submitted in writing to the Engineering Department within 30 days after the events necessitating the change.

c. Each application for a permit shall include the maximum application fees permitted under O.C.G.A. § 36-66C-5(a)(1), (a)(2) and (a)(3). Such maximum application fees shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).

d. The Engineering Department shall review applications for permits according to the timelines and using the procedures identified in O.C.G.A. §§ 36-66C-7 and 36-66C-13. As more specifically provided by those code sections, the Engineering Department shall notify applicant within 20 days if any application is incomplete and shall identify the missing information. The Engineering Department will have

regulations, regarding the placement and maintenance of facilities in the public rights of way that are reasonable, nondiscriminatory, and applicable to all users of the public rights of way, including the requirements of Chapter 9 of Title 25, the "Georgia Utility Facility Protection Act"; and

- g. A statement in bold type at the top of the application as follows: "Pursuant to section 3.2.72.0 of the Columbus Unified Development Ordinance and paragraph (2) of subsection (b) of Code Section 46-5-1 of the Official Code of Georgia Annotated, the municipal authority shall notify the applicant of any deficiencies in this application within 15 business days of receipt of this application."

- 2. Applicants will be notified in writing of any application deficiencies within 15 calendar days of receipt of this application. If no such notification is given within 15 calendar days of the receipt of an application, such application shall be deemed complete.
- 3. Within 60 calendar days of the receipt of a completed application, CCG may approve or deny such application by notification to the applicant. The failure of CCG to approve an application within 60 calendar days of the receipt of a completed application shall be deemed to constitute final approval of such application.

B. *Placement of small cell technology in the right-of-way.*

- 1. The following standards shall apply for the placement of small cell technology in the public right-of-way, or on a public road or CCG easement.

thirty (30) days from when the application is deemed complete to make a final decision with respect to a colocation and seventy days from when the application is complete to make a final decision with respect to the installation, modification, or replacement of a pole or decorative pole. If the Department fails to act on an application within the time provided, the applicant may notify the Engineering Department that it has not received a decision, and if the Engineering Department fails to issue a decision within twenty (20) days the application shall be deemed approved by operation of law.

e. Applications for permits shall be approved subject to the following conditions:

- (1) In order to receive a permit to install a pole or replace a decorative pole, the applicant must have determined after diligent investigation that it cannot meet the service objectives of the permit by collocating on an existing pole or support structure on which:
 - (i) the applicant has the right to collocate subject to reasonable terms and conditions; and
 - (ii) such collocation would not impose technical limitations or significant additional costs.
 The applicant shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and shall provide a written summary

Any small cell technology in a city right-of-way shall be co-located on the property of a utility, or other franchisee, legally existing in the public right-of-way unless the applicant can demonstrate that no co-location opportunities exist in the area of need. A lease agreement will be required if the colocation opportunity is on a CCG facility. If the applicant demonstrates that no co-location opportunities exist, the applicant may submit an encroachment permit to CCG Engineering Department to allow for a small cell wireless support structure within the area of the public right-of-way.

C. *Co-location Standards.*

1. All co-location structures must comply with section 7.11.1 of the Unified Development Ordinance (UDO) and shall not increase the height of the tower or non-tower structure by more than ten percent or ten feet whichever is greater, over existing structures that are located in the right-of way within the vicinity of construction.
2. All equipment and support infrastructure shall have a color and finish to blend with the structure to which they are attached to.
3. Any support structure shall be made of steel, composite, metal, wood or concrete.
4. All electrical wiring shall be concealed within the structure. If this is unattainable, then a covering of the same color as the structure may be used to conceal the wiring, but cause must be provided.
5. All electrical power shall be provided by underground utilities where feasible.
6. All modification construction plans shall be submitted with the encroachment permit to show schematics of utilities, accessory equipment, and location of underground utilities and overall height of the structure with antenna.

D. *New Construction Standards.*

of the basis for such determination.

(2) The Engineering Department may deny an application for a permit upon any of the conditions identified in O.C.G.A. § 36-66C-7(j).

(3) For applications for new poles in the public right of way in areas zoned for residential use, the Engineering Department may propose an alternate location in the public right of way within 100 feet of the location set forth in the application, and the wireless provider shall use the Engineering Department's proposed alternate location unless the location imposes technical limits or significant additional costs. The wireless provider shall certify that it has made such a determination in good faith, based on the assessment of a licensed engineer, and it shall provide a written summary of the basis for such determination.

f. A permit issued under this Section O shall authorize such person to occupy the public rights of way to: (i) collocate a small wireless facility on or adjacent to a pole or a support structure that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(3) or on or adjacent to a decorative pole in compliance with O.C.G.A. § 36-66C-12; and (ii) install, modify, or

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| <ol style="list-style-type: none"> 1. If applicant can demonstrate that no co-location opportunities exist in the area of need, then the applicant must submit the following to support its proposed use of the right-of-way: <ol style="list-style-type: none"> a. A construction plan, as defined herein, that describes the proposed wireless support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment. b. Evidence supporting the choice of location, including, without limitation, <ol style="list-style-type: none"> i. Maps or plats showing the proposed location(s) of applicant's proposed wireless support structure(s); and ii. A notarized statement from the individual responsible for the choice of location demonstrating that collocation of wireless facilities on an existing wireless support structure was not a viable option because collocation: <ol style="list-style-type: none"> 1. Would not result in the same wireless service functionality, coverage, or capacity; 2. Is technically infeasible; or 3. Is an economic burden to the applicant. iv. The map shall describe the boundaries of the geographic area to be served in clear and concise terms 2. A concealed support structure used to house a small cell antenna shall be no more than 40 feet in height with a five foot antenna. 3. Any support structure shall be made of steel, composite, metal or concrete; provided, wood support structures may be approved by the Director of Engineering when necessary | <p>replace a pole or decorative pole for collocation of a small wireless facility that does not exceed the limitations set forth in O.C.G.A. § 36-66C-7(h)(1) and (h)(2).</p> <p>g. Upon the issuance of a permit under this Code Section, and on each anniversary of such issuance, every person issued a permit shall submit to the CCG the maximum annual payments permitted under O.C.G.A. § 36-66C-5(a)(4) and (a)(5); <u>provided</u>, however, that if such person removes its small wireless facilities from the public rights of way pursuant to O.C.G.A. § 36-66C-5(e), then such person shall be responsible for the pro rata portion of the annual payment based on the number of days of occupation since the last annual payment. Upon making such pro rata payment and removal of the small wireless facilities, the person's annual payment obligations under this section shall cease as of the date of the actual removal. The maximum annual payments shall automatically increase on January 1 of each year beginning January 1, 2021, as provided under O.C.G.A. § 36-66C-5(b).</p> <p>h. Any person issued a permit shall pay the fees identified in O.C.G.A. § 36-66C-5(a)(6) and (a)(7), as applicable.</p> <p>i. The CCG may revoke a permit issued pursuant to this Section O if the wireless provider or its equipment placed in the public right of way under that permit subsequently is not in compliance with any provision of this Section O or the Georgia</p> |
|--|---|

to maintain compatibility with surrounding structures.

4. All electrical wiring shall be concealed within the structure. If this is unattainable, then a covering of the same color as the structure may be used to conceal the wiring, but cause must be provided.
5. All electrical power shall be provided by underground utilities where feasible.

E. *Use By Public Utilities and Placement of Utilities.*

1. All authorized public underground utilities shall be located within the right-of-way of a public street or within an easement designated for such use. Within public street right-of-way, placement of the various authorized utilities (power, gas, cable TV, telegraph or telephone company, internet provider, water and sewer) shall conform to the specific locations designated for such use by the city, as illustrated in section 7.11.1 of this UDO below.

F. *Installation of poles and other wireholding structures and relocation.*

1. Unless otherwise provided in a valid service agreement, no placement of any pole or wireholding structure of the applicant is to be considered a vested interest in the right-of-way, and such poles or structures are to be removed, relocated underground, or modified by the utility at its own expense whenever Columbus determines that the public benefit would be enhanced thereby or the facilities or equipment thereon are no longer in use. The facilities shall be so located and installed as to cause minimum interference with the rights and convenience of property owners, and such Facilities shall not interfere with or restrict pedestrian or other designated pathways.

G. *Definitions.*

1. *Accessory equipment* means: Any equipment serving or being used in

Streamlining Wireless Facilities and Antennas Act. Upon revocation, CCG may proceed according to paragraph 2.j. below.

j. If a wireless provider occupies the public rights of way without obtaining a permit required by Part 2 of this Section O or without complying with the SWFAA, then CCG may, at its sole discretion, restore the right of way, to the extent practicable in CCG's reasonable judgment, to its condition prior to the unpermitted collocation or installation and to charge the responsible wireless provider the reasonable, documented cost of the CCG in doing so, plus a penalty not to exceed \$1,000.00. The CCG may suspend the ability of the wireless provider to receive any new permits from the CCG under this Section O until the wireless provider has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the CCG may not suspend such ability of any applicant that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

k. All accepted applications for permits shall be publicly available subject to the limitations identified in O.C.G.A. § 36-66C-6(c).

l. An applicant may file a consolidated application related to multiple small wireless facilities, poles or decorative poles so long as such consolidated application meets the requirements of O.C.G.A. § 36-66C-13 which pertain to a Class II Authority.

conjunction with small cell technology or a small cell technology wireless support structure and includes, but is not limited to, utility or transmission equipment, power supplies, generators, batteries, cables, equipment buildings, cabinets, and storage sheds, shelters, or similar structures.

2. *Modification construction plan* means: When referring substantial modification of an existing wireless facility or wireless support structure means a plan that describes the proposed modifications to the wireless support structure and all equipment and network components, including antennas, transmitters, receivers, base stations, power supplies, cabling, and related equipment.
3. *New construction plan* means: When referring to a new wireless support structure means a written plan for construction that demonstrates that the aesthetics of the wireless support structure is substantially similar to the existing structures located in the right of way nearest the proposed location; includes the total height and width of the wireless facility and wireless support structure, including cross section and elevation, footing, foundation and wind speed details; a structural analysis indicating the capacity for future and existing antennas, including a geotechnical report and calculations for the foundations capacity; the identity and qualifications of each person directly responsible for the design and construction; and signed and sealed documentation from a professional engineer or surveyor that shows the proposed location of the wireless facility and wireless support structure and all easements and existing structures within 50 feet of such wireless facility or wireless support structure.
4. *Small cell technology means:*
 - i. Individual compact low-powered radio access base stations that include Femto cells, Pico cells, Micro cells and Metro

m. Activities authorized under a permit shall be completed within the timelines provided in O.C.G.A. § 36-66C-7(k)(2).

n. Issuance of a permit authorizes the applicant to: (i) undertake the collocation, installation, modification or replacement approved by the permit and (ii) operate and maintain the small wireless facilities and any associated pole covered by the permit for a period of ten (10) years.

o. Permits shall be renewed following the expiration of the term identified in Section 3.14 upon the terms and conditions identified in O.C.G.A. § 36-66C-7(k)(2)(B).

q. If an application for a permit seeks to collocate small wireless facilities on CCG poles in the public rights of way, then the CCG shall, within 60-days of receipt of the completed application: (i) provide a good faith estimate for any make-ready work necessary to enable the authority pole to support the proposed facility; or (ii) notify the wireless provider that the wireless provider will be required to perform the make-ready work. Any make-ready work performed by the CCG shall be completed pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(n).

3. REMOVAL; RELOCATION; RECONDITIONING; REPLACEMENT; ABANDONMENT

a. A person may remove its small wireless facilities from the public rights of

cells having a range of 30 feet to 1000 feet; or

- ii. Networks of spatially separated small cell wireless antenna nodes connected to a common source transport medium that provides wireless service within a geographic area or structure commonly referred to as distributed antenna systems.

(Ord. No. 05-32, § 1, 4-5-05; Ord. No. 09-22, § 1, 6-2-09; Ord. No. 12-53, § 5, 12-4-12; Ord. No. 14-2, § 6, 1-14-14; Ord. No. 14-45, § 1, 8-26-14; Ord. No. 16-53, §§ 1, 2, 12-13-16)

according to the procedures of O.C.G.A. § 36-66C-5(e).

b. In the event of a removal under Section 4.1, the right of way shall be, to the extent practicable in the reasonable judgment of the CCG, restored to its condition prior to the removal. If a person fails to return the right of way, to the extent practicable in the reasonable judgment of the CCG, to its condition prior to the removal within 90 days of the removal, the CCG may, at its sole discretion, restore the right of way to such condition and charge the person the CCG's reasonable, documented cost of removal and restoration, plus a penalty not to exceed \$500.00. The CCG may suspend the ability of the person to receive any new permits under this code section until the person has paid the amount assessed for such restoration costs and the penalty assessed, if any; provided, however, that the CCG will not suspend such ability of any person that has deposited the amount in controversy in escrow pending an adjudication of the merits of the dispute by a court of competent jurisdiction.

c. If, in the reasonable exercise of police powers, the CCG determines: (i) a pole or support structure unreasonably interferes with the widening, repair, reconstruction, or relocation of a public road or highway, or (ii) relocation of poles, support structures, or small wireless facilities is required as a result of a public project, the wireless provider shall relocate such poles, support structures, or small wireless facilities pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(l). If the wireless provider fails to relocate a pole, support

structure or small wireless facility or fails to provide a written good faith estimate of the time needed to relocate the pole, support structure or small wireless within the time period prescribed in O.C.G.A. § 36-66C-7(l), the CCG may take the actions authorized by O.C.G.A. § 36-66C-7(o), in addition to any other powers under applicable law.

d. The CCG shall recondition and replace its own poles consistent with the provisions of O.C.G.A. § 36-66C-7(m). Wireless providers shall accommodate and cooperate with reconditioning and replacement consistent with the provisions of O.C.G.A. § 36-66C-7(m).

e. A wireless provider must notify the Engineering Department of its decision to abandon any small wireless facility, support structure or pole pursuant to and in accordance with the provisions of O.C.G.A. § 36-66C-7(p)(1). The wireless provider shall perform all acts and duties identified in O.C.G.A. § 36-66C-7(p) regarding abandonment. The CCG may take all actions and exercise all powers authorized under O.C.G.A. § 36-66C-7(p) upon abandonment, in addition to any other powers under applicable law.

4. STANDARDS

a. Small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities may be placed in the public right of way as a permitted use: (i) upon a receipt of a permit under Section 2 above.; (ii) subject to applicable codes; and (iii)

so long as such small wireless facilities and new, modified, or replacement poles to be used for collocation of small wireless facilities comply with the appropriate provisions of O.C.G.A. § 36-66C-7(h). Specifically, all small wireless facilities shall meet the following requirements.

(1) New, modified, or replacement poles installed in the right of way in a historic district or in an area zoned primarily for residential use shall not exceed 50 feet above ground level.

(2) Each new, modified, or replacement pole installed in the right of way that is not in a historic district or in an area zoned primarily for residential use shall not exceed the greater of:

(i) Fifty feet above ground level; or

(ii) Ten feet greater in height above ground level than the tallest existing pole in the same public right of way in place as of January 1, 2019, and located within 500 feet of the new proposed pole;

(3) New small wireless facilities in the public right of way and collocated on an existing pole or support

structure shall not exceed more than ten feet above the existing pole or support structure.

(4) New small wireless facilities in the public right of way collocated on a new or replacement pole under paragraph 4.a (1) or 4.a(2) above may not extend above the top of such poles.

b. The preferred composition for all poles installed in the right of way will be metal with black powder coating. Pole material will be reviewed by the Engineering Department for compatibility with surrounding land use. c. Unless it is determined that another design is less intrusive, or placement is required under applicable law, small wireless facilities shall be concealed as follows:

(1) Antennas located at the top of poles and support structures shall be incorporated into the pole or support structure, or placed within shrouds of a size such that the antenna appears to be part of the pole or support structure;

(2) Antennas placed elsewhere on a pole or support structure shall be integrated into the pole or support structure, or be designed and placed to minimize visual impacts.

(3) Radio units or equipment cabinets holding radio units and mounted on a pole shall

be placed as high as possible, located to avoid interfering with, or creating any hazard to, any other use of the public rights of way, and located on one side of the pole. Unless the radio units or equipment cabinets can be concealed by appropriate traffic signage, radio units or equipment cabinets mounted below the communications space on poles shall be designed so that the largest dimension is vertical, and the width is such that the radio units or equipment cabinets are minimally visible from the opposite side of the pole on which they are placed.

(4) Wiring and cabling shall be neat and concealed within or flush to the pole or support structure, ensuring concealment of these components to the greatest extent possible.

d. Notwithstanding any provision of this Ordinance to the contrary, an applicant may collocate a small wireless facility within a historic district, and may place or replace a pole within a historic district, only upon satisfaction of the following: (i) issuance of a permit under Section 2 and (ii) compliance with applicable codes.

e. Notwithstanding any provision of this Section to the contrary, an applicant may collocate a small wireless facility on a decorative pole, or may replace a decorative pole with a new decorative pole, in the event the existing decorative

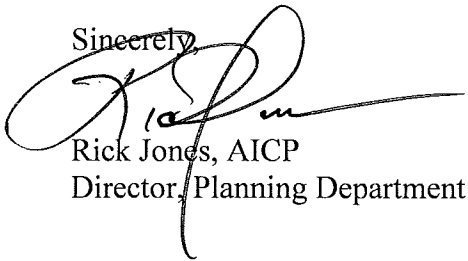
	pole will not structurally support the attachment, only upon satisfaction of the following: (i) issuance of a permit under Section 2 and (ii) compliance with applicable codes.”
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Recommendations:

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on August 21, 2019. By a unanimous vote, the PAC recommended **approval**.

The Planning Department recommends **approval**.

Sincerely,



Rick Jones, AICP
Director, Planning Department

Item Attachment Documents:

2. **1st Reading - REZN-07-19-6145:** An Ordinance rezoning property located at 2932, 2938 and 2944 Macon Road. The current zoning is RO (Residential Office). The proposed zoning is NC (Neighborhood Commercial). The proposed use is Commercial, Fast Food Restaurant. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Steven Faulkner. (Councilor Huff)

AN ORDINANCE

Item #2.

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **2932 & 2938 & 2944 Macon Road** (parcel # 067-045-011 & 067-045-012 & 067-045-013) from RO (Residential Office) Zoning District to NC (Neighborhood Commercial) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

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

A tract or parcel of land being, lying and being in Land Lot 93 of the Coweta Reserve of Muscogee County, Georgia, and being all of lots 15, 16, and 17 of Replat of Block "D" Wynnton Terrace Subdivision, as said lots are shown by a map or plat recorded in Plat Book 6, Page 248, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia; containing 0.82 acres, more or less, and being more particularly described as follows:

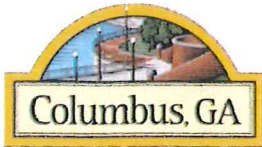
As a POINT OF BEGINNING of the herein described parcel, start at a capped rebar found at the Southeast corner of Lot 17 of said subdivision; thence run South 47°40'24" West and along the south boundary of Lots 16 and 17 of said subdivision for a distance of 162.69 feet to a rebar found; thence run South 47°51'43" West and along the south boundary of Lot 15 of said subdivision for a distance of 75.00 feet to a crimped pipe found; thence run North 41°57'52" West and along the West boundary of Lot 15 of said subdivision for a distance of 154.42 feet to 1-1/2" iron pipe found lying on the South right-of-way of Macon Road; thence run North 47°53'07" East and along the south right-of-way of Macon Road for a distance of 74.89 feet to a crimped pipe found at the Northeast corner of Lot 15 of said subdivision; thence run North 48°07'25" East and along the south right-of-way of Macon Road for a distance of 119.37 feet to a drill hole in concrete; thence run along a curve to the right, with an arc length of 48.68 feet and a radius of 32.79 feet, for a chord bearing of South 89°28'37" East and a chord distance of 44.33 feet to a crimp pipe found lying on the west right-of-way of Rigdon Road; thence run South 46°56'25" East and along the west right-of-way of Rigdon Road for a distance of 123.70 feet to the POINT OF BEGINNING of the herein described parcel.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of September, 2019; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2019 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

Item #2.

COUNCIL STAFF REPORT

REZN-007-19-6145

Applicant:	Steven Faulkner
Owner:	Kinetic Federal Credit Union / Willie Wells
Location:	2932 / 2938 / 2944 Macon Road
Parcel:	067-045-011 / 012 / 013
Acreage:	0.82 Acres
Current Zoning Classification:	RO (Residential Office)
Proposed Zoning Classification:	NC (Neighborhood Commercial)
Current Use of Property:	Vacant Bank & Offices
Proposed Use of Property:	Commercial, Fast Food Restaurant
Council District:	District 3 (Huff)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Inconsistent Planning Area D
Current Land Use Designation:	Single Family Residential

Future Land Use Designation:	Single Family Residential
Compatible with Existing Land-Uses:	Yes
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:	Property is served by all city services.
Traffic Impact:	Average Annual Daily Trips (AADT) will increase by 1,041 trips if used for commercial use. The Level of Service (LOS) will remain at level D.
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.
Surrounding Zoning:	<div> <div> North South East West </div> <div> SFR2 (Single Family Residential 2) SFR3 (Single Family Residential 3) / RO (Residential-Office) MCSD / CCG RO (Residential Office) / NC (Neighborhood Commercial) </div> </div>
Reasonableness of Request:	The request is compatible with existing land uses.
School Impact:	N/A
Buffer Requirement:	<p>The site shall include a Category C buffer along all property lines bordered by the Commercial zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> 1) 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 30 feet undisturbed natural buffer.
Attitude of Property Owners:	Fifty-five (55) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department

received one (1) calls and/or emails regarding the rezoning.

Approval	0 Responses
Opposition	1 Responses

Additional Information:	N/A
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Attachments:	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Site Plan
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Area To Be
Rezoned

Item #2.



0 75 150 Feet

1 inch = 150 feet

Data Source: IT/GIS

Author: David Cooper

Aerial Map for REZN 07-19-6145
Map 067 Block 045 Lots 011, 012 & 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 7/30/2019

Item #2.



0 75 150 Feet

1 inch = 150 feet

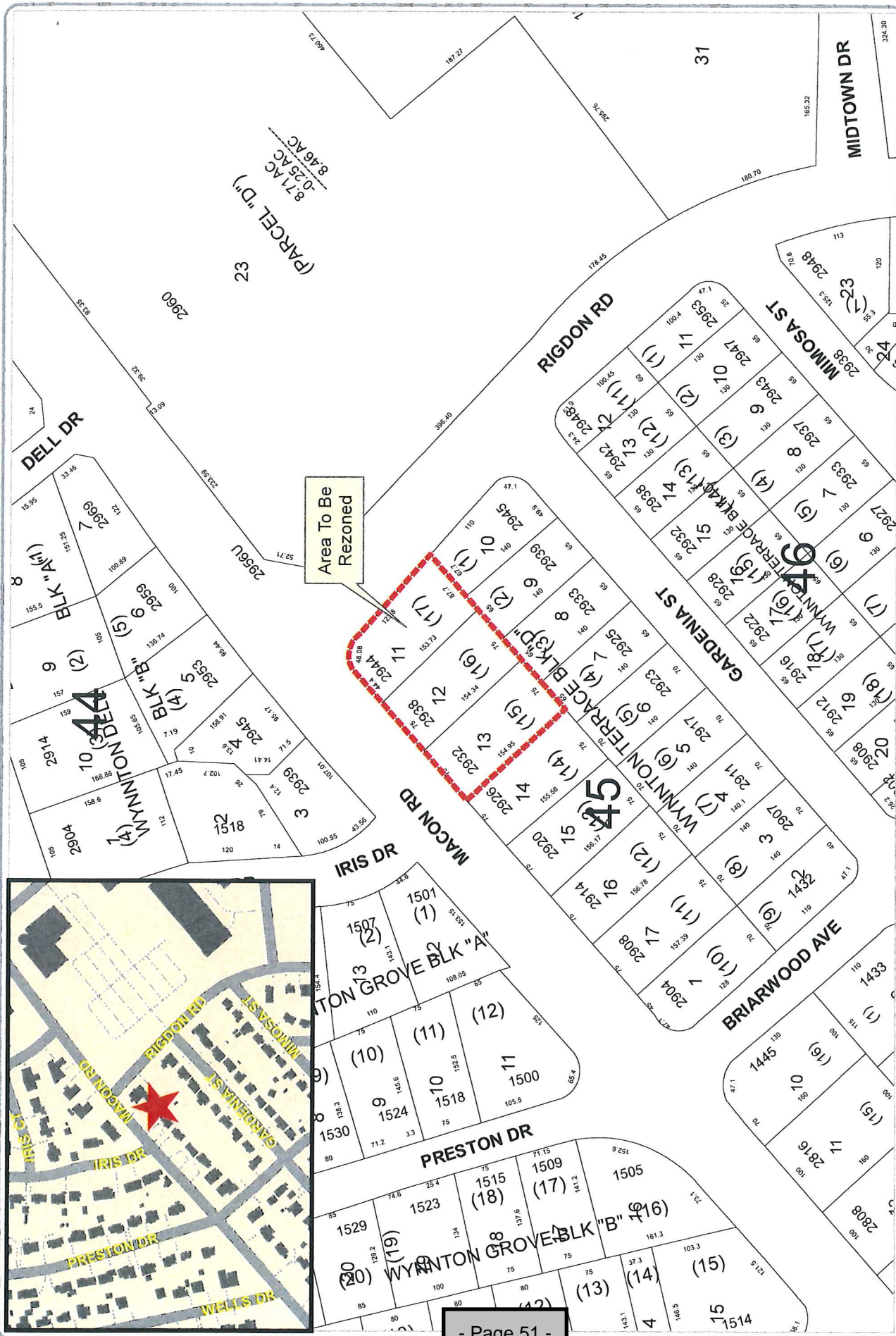
Data Source: IT/GIS
Author: David Cooper

Location Map for REZN 07-19-6145
Map 067 Block 045 Lots 011, 012 & 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 7/30/2019



Item #2.



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

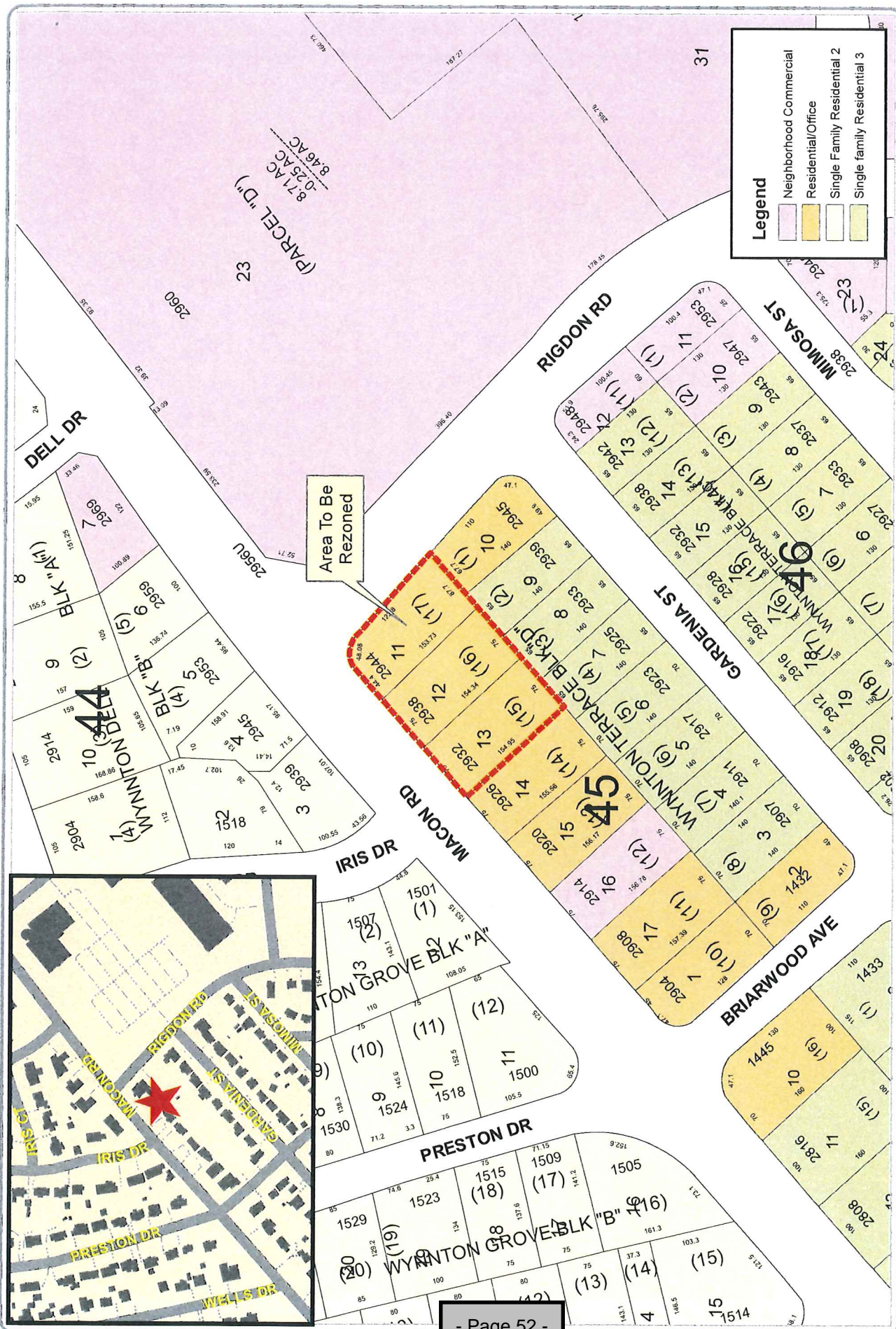
Zoning Map for REZN 07-19-6145
Map 067 Block 045 Lots 011, 012 & 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 7/30/2019

Legend	
	Neighborhood Commercial
	Residential/Office
	Single Family Residential 2
	Single family Residential 3





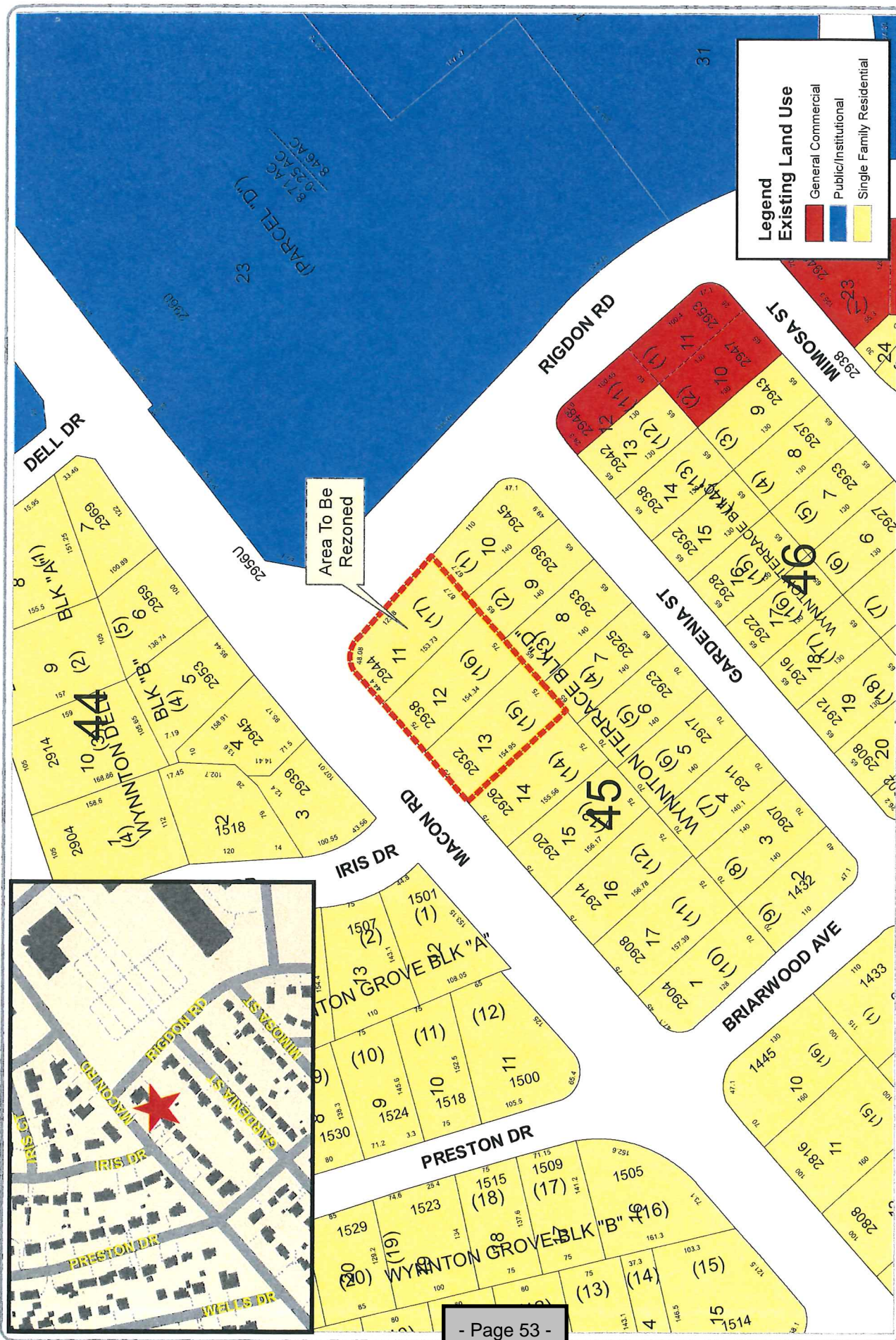
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Existing Land Use Map for REZN 07-19-6145
Map 067 Block 045 Lots 011, 012 & 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 7/30/2019

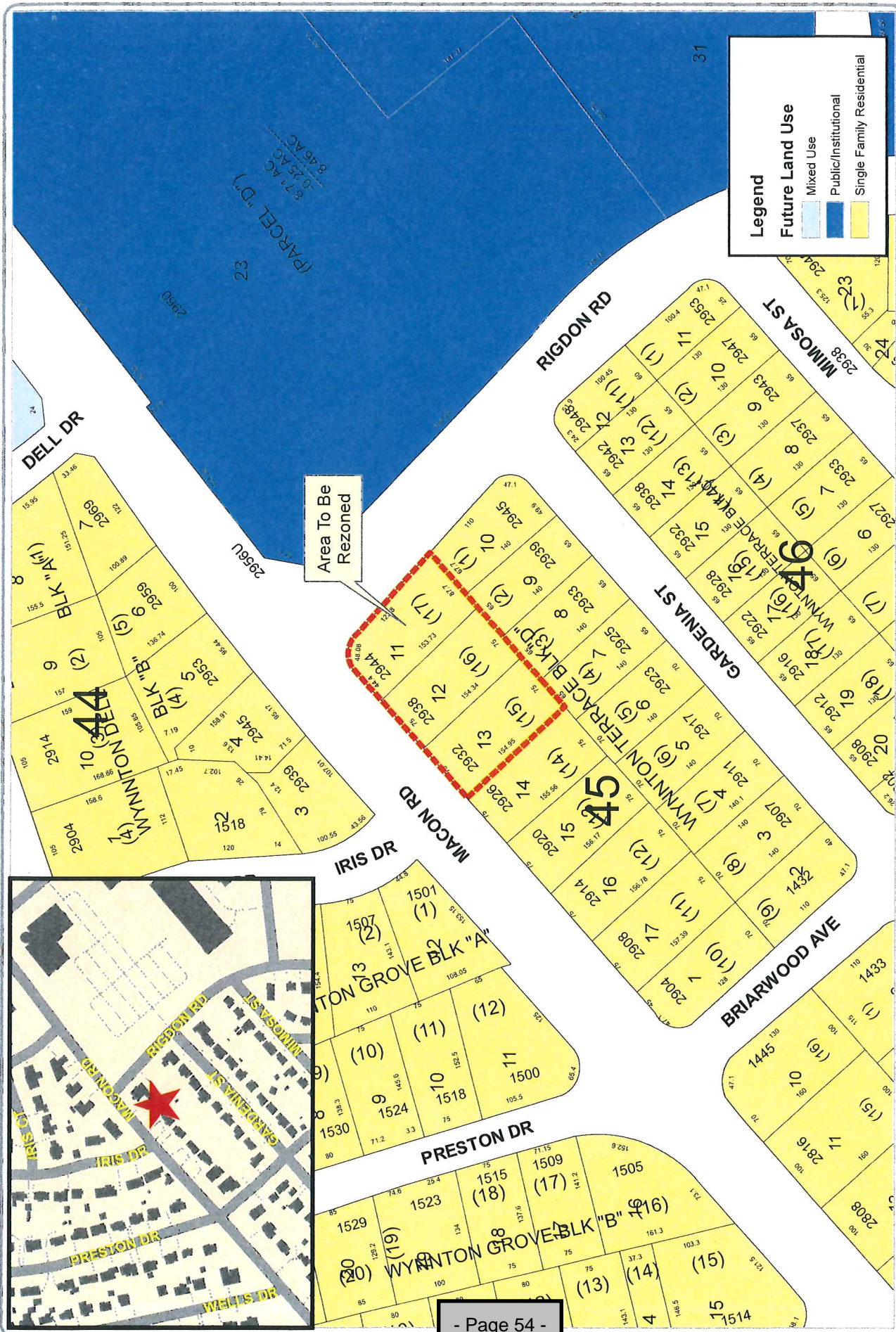


**Legend
Existing Land Use**

- General Commercial
- Public/Institutional
- Single Family Residential

Area To Be
Rezoned

Item #2.



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

Future Land Use Map for REZN 07-19-6145
Map 067 Block 045 Lots 011, 012 & 013
Planning Department-Planning Division
Prepared By Planning GIS Tech

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

Date: 7/30/2019

ZONING CASE NO.	REZN 07-19-6145
PROJECT	2932, 2938 & 2944 Macon Road
CLIENT	RO to NC
REZONING REQUEST	

LAND USE

Trip Generation Land Use Code*	912 & 934	Residential Office - (RO)	Neighborhood Commercial - (NC)	RO - Acreage converted to square footage.	NC - Acreage converted to square footage.
Existing Land Use					
Proposed Land Use					
Existing Trip Rate Unit					
Proposed Trip Rate Unit					

TRIP END CALCULATION*[illegible]

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

TRAFFIC PROJECTIONS

EXISTING ZONING (RO)		
Name of Street		Macon Road
Street Classification		Undivided Arterial w/center In
No. of Lanes		4
City Traffic Count (2017)		26,500
Existing Level of Service (LOS)**		D
Additional Traffic due to Existing Zoning		160
Total Projected Traffic (2019)		26,660
Projected Level of Service (LOS)**		D

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

PROPOSED ZONING (NC)

Traffic Counts (199)		Macon Road
Name of Street		
Street Classification		Undivided Arterial w/center In
No. of Lanes		4
City Traffic Count (2017)		26,500
Existing Level of Service (LOS)**		D
Additional Traffic due to Proposed		1,041
Total Projected Traffic (2019)		27,541
Projected Level of Service (LOS)**		D

Revolving Concept Plan	
Sheet No.	
Date	
Revision Description	
Created by: E.H	
Date Supted: 04/30/19	
Proj. No.: 191000837.00	
Sheet: 1903057, Revolving Concept Plan	

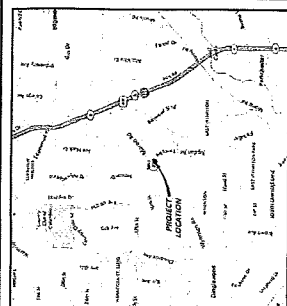
REPLAT OF LOTS 15, 16, 17 of
REPLAT OF BLOCK "D" WYNNON TERRACE

Iacala GA Corp.
Corner of Macon Road & Ridgdon Road
Located in Land Lot 93, Coweta Reserve, Columbus, Muscogee County, Georgia

PRELIMINARY
(NOT FOR CONSTRUCTION,
RECORDING PURPOSES,
OR IMPLEMENTATION)

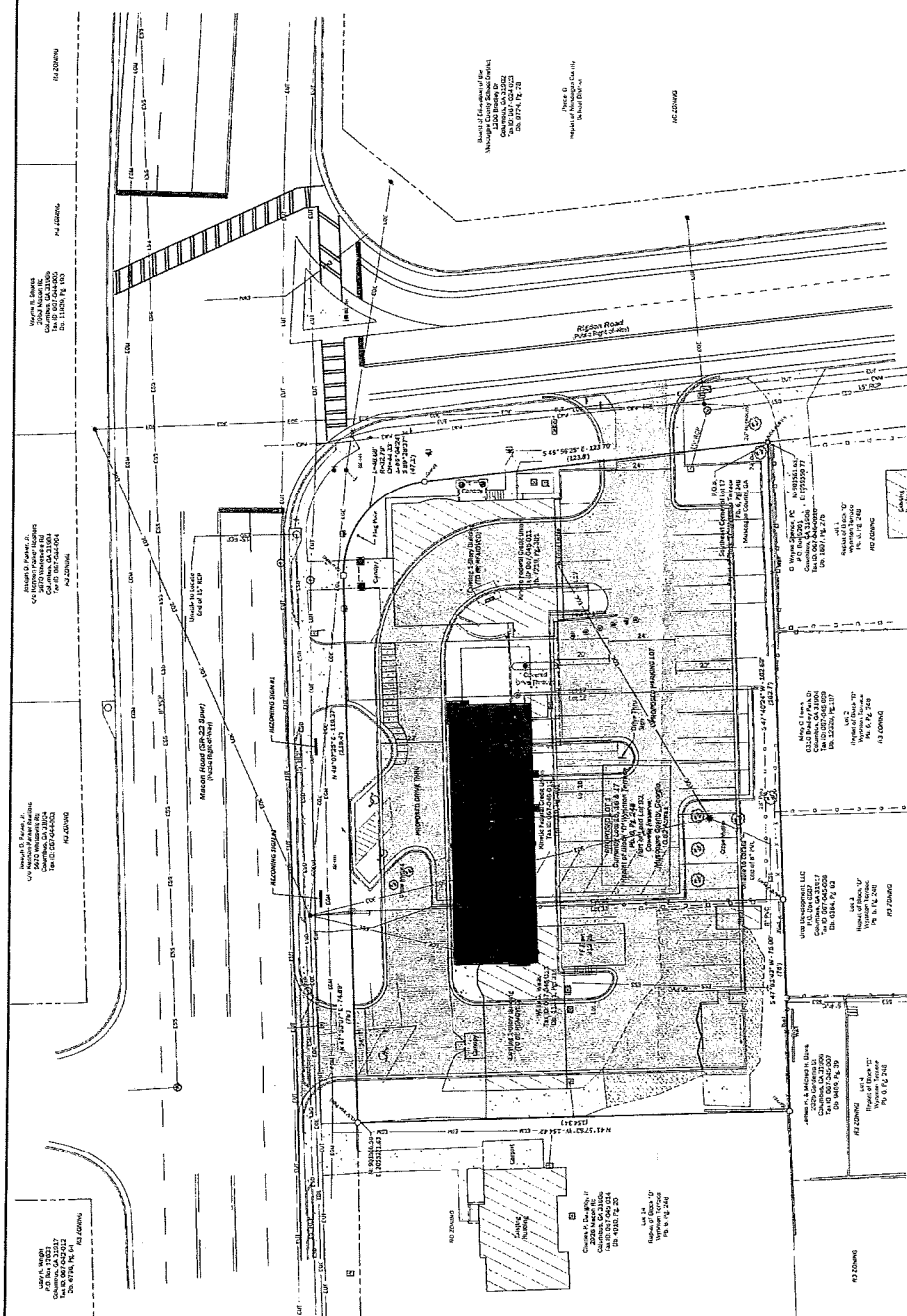
711

2890 Rice Mine Road NE | Tuscaloosa, AL 35406
205.561.3778 | www.ttuusa.com



SURVEY LEGEND

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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[illegible][illegible][illegible][illegible]

Item Attachment Documents:

- 3. Resolution - EXCP-01-19-0046:** A resolution authorizing a special exception to allow operation of a Health & Wellness Facility at 710 Front Avenue. The property is located within the HIST (Historic) zoning district and requires a special exception. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Joann Cogle. (Councilor Woodson)

A RESOLUTION

NO. _____

A RESOLUTION APPROVING A SPECIAL EXCEPTION to allow Health & Wellness Facility located at **710 Front Avenue** in a HIST (Historic) zoning district be granted a special exception to operate a Health & Wellness Facility.

WHEREAS, Joanne Cogle has appropriately applied for a Special Exception to allow a Health & Wellness Facility in a HIST (Historic) zoning district and to be granted a special exception to operate a Health & Wellness Facility;

WHEREAS, a Health & Wellness Facility be permitted as a Special Exception under the current HIST (Historic) zoning district; and

WHEREAS, the Planning Department has reviewed the request and recommends approval.

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

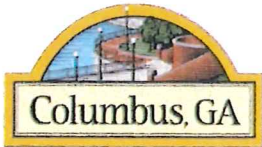
That all criteria of Section 10.2.7.B have been met as well as all necessary parking requirements and that a Special Exception Use for a Health & Wellness Facility be granted for the property at 710 Front Avenue.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24th day of September, 2019, and adopted at said meeting by the affirmative vote of members of said Council.

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

Sandra T. Davis
 Clerk of Council

B. H. “Skip” Henderson, III
 Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

Item #3.

August 28, 2019

Honorable Mayor and Councilors
City Manager
City Attorney
Clerk of Council

Subject: (EXCP-01-19-0046) Special Exception Use request to allow for a Health & Wellness Facility located at 710 Front Avenue, Columbus, Georgia 31901.

Health & Wellness Facility

Joanne Cogle has submitted an application for the Special Exception Use cited above. The property is located in a HIST (Historic) zoning district. The site for the proposed Health & Wellness Facility is located at 710 Front Avenue. The purpose of the Special Exception Use is to allow for the operation of a Health & Wellness Facility located within the HIST (Historic) zoning district:

(1) Access: Is or will the type of street providing access to the use be adequate to serve the proposed special exception use?

Front Avenue and 8th Streets are local roads. They provide adequate free flow movement in this area. The uses for this property are office and health and fitness facility.

(2) Traffic and Pedestrian Safety : Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of the traffic flow, and access by emergency vehicles?

Access into and out of the property in question will provide for adequate traffic and pedestrian safety and emergency access.

(3) Adequacy of Public Facilities: Are or will public facilities such as school, water, or sewer utilities and police and fire protection be adequate to serve the special exception use?

Services such as water, utilities, police, and fire protection are adequate.

(4) Protection from Adverse Affects: Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?

The properties are surrounded by government, cultural, commercial, park, and residential uses. Parking, service, and refuse are adequate and provided as stated within in the UDO. Noise, light, glare and odor should be limited due to the nature of the location. A parking variance was granted by the RVRC (for the whole building) by BZA on August 7, 2019. The parking is conforming.

(5) Hours of Operation: Will the hours and manner of operation of the special exception use have no adverse effects on other properties in the area?

The hours of operation for this use will not have an adverse impact on the neighboring properties in the area.

(6) Compatibility: Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size, character, or location of buildings or other structures on neighboring properties?

This structures height, size and location should match the uses found in other HIST (Historic) properties.

Council District: District 7 (Woodson)

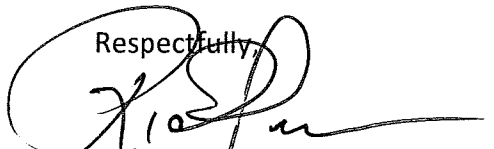
Thirty (30) property owners within 300 feet of the property have been notified by mail of the proposed Special Exception Use. The Planning Department received five (5) calls and/or emails regarding the Special Exception, however the earlier approved text amendment to allow Health & Fitness Facilities as a Special Exception received considerable opposition as well as support.

Approval: 0 Reponses

Opposition: 5 Responses

Additional Information: N/A

Respectfully,



Rick Jones, AICP
Director, Planning Department

Attachments:

Aerial Land Use Map
Location Map
Zoning Map
Existing Land Use Map
Future Land Use Map
Site Plan
Traffic Report
BZA Variance Approval Minutes



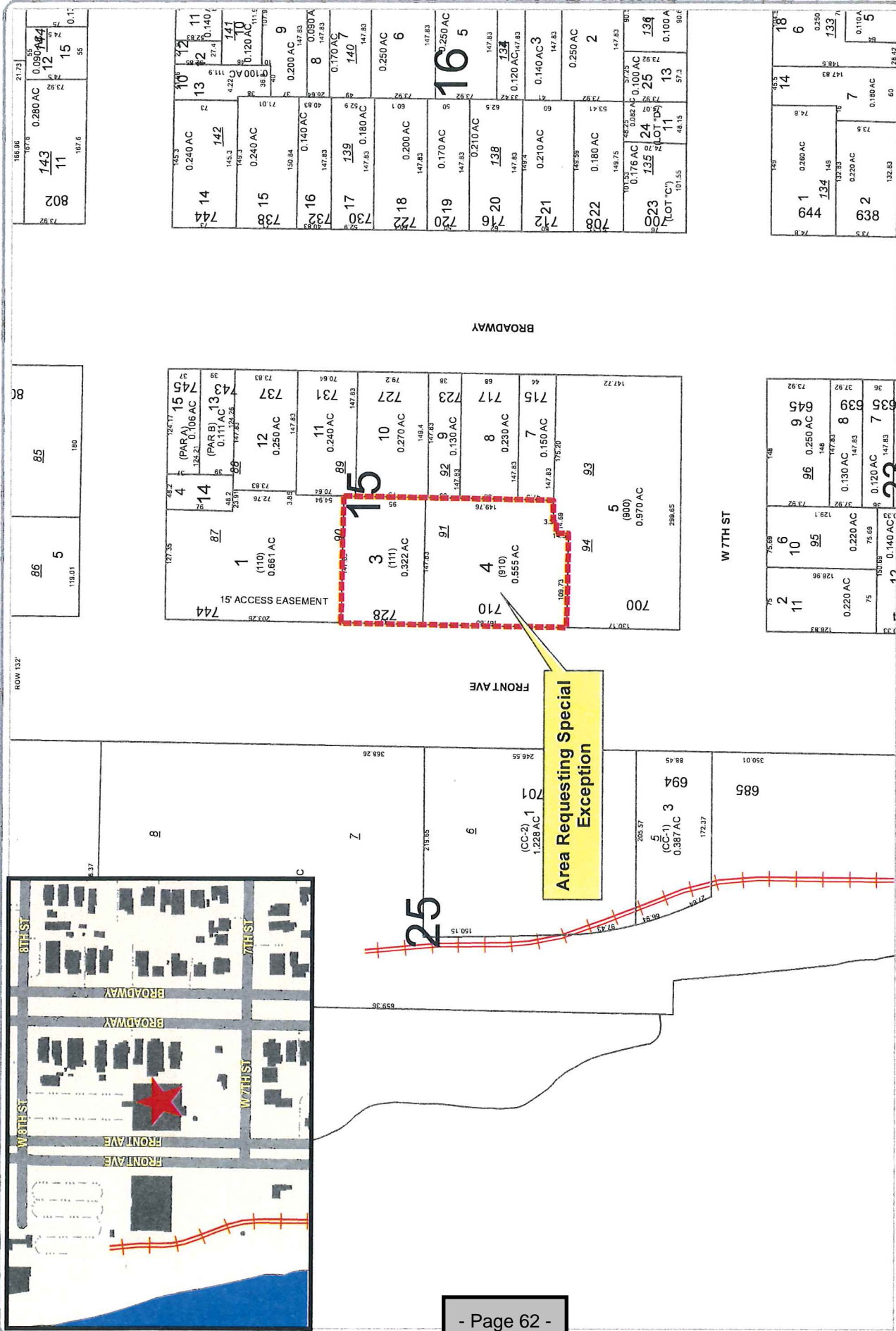
0 50 100 Feet
1 inch = 100 feet
Data Source: IT/GIS
Author: David Cooper

Aerial Map for EXCP 01 - 019 - 0046
Map 003 Block 015 Lot 004
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Area Requesting Special Exception



Item #3.



150 Feet
75
0 1 inch = 150 feet

Location Map for EXCP 01 - 019 - 0046
Map 003 Block 015 Lot 004
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 8/30/2019



Item #3.

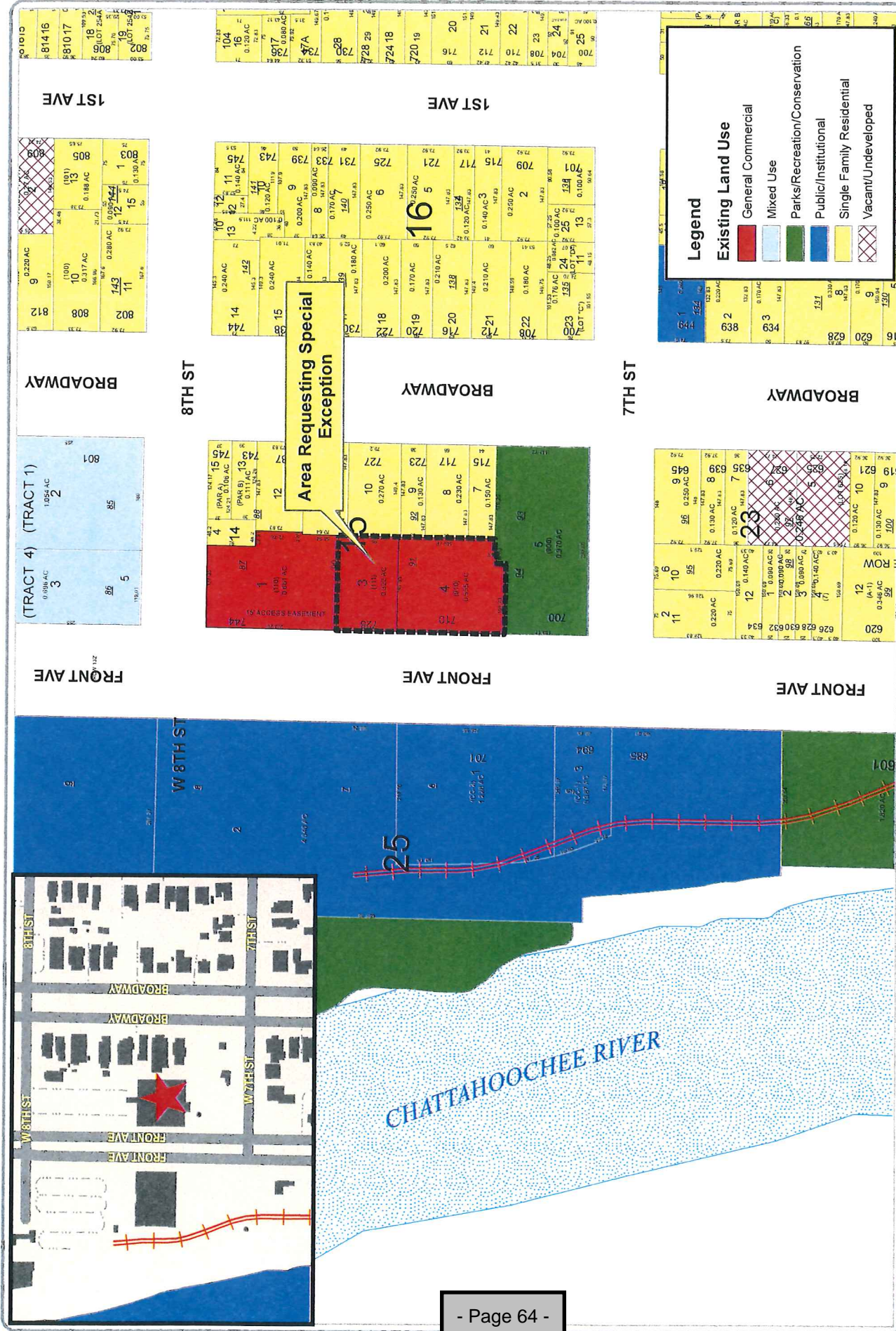


Zoning Map for EXCP 01 - 019 - 0046
Map 003 Block 015 Lot 004
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 8/30/2019



Item #3.



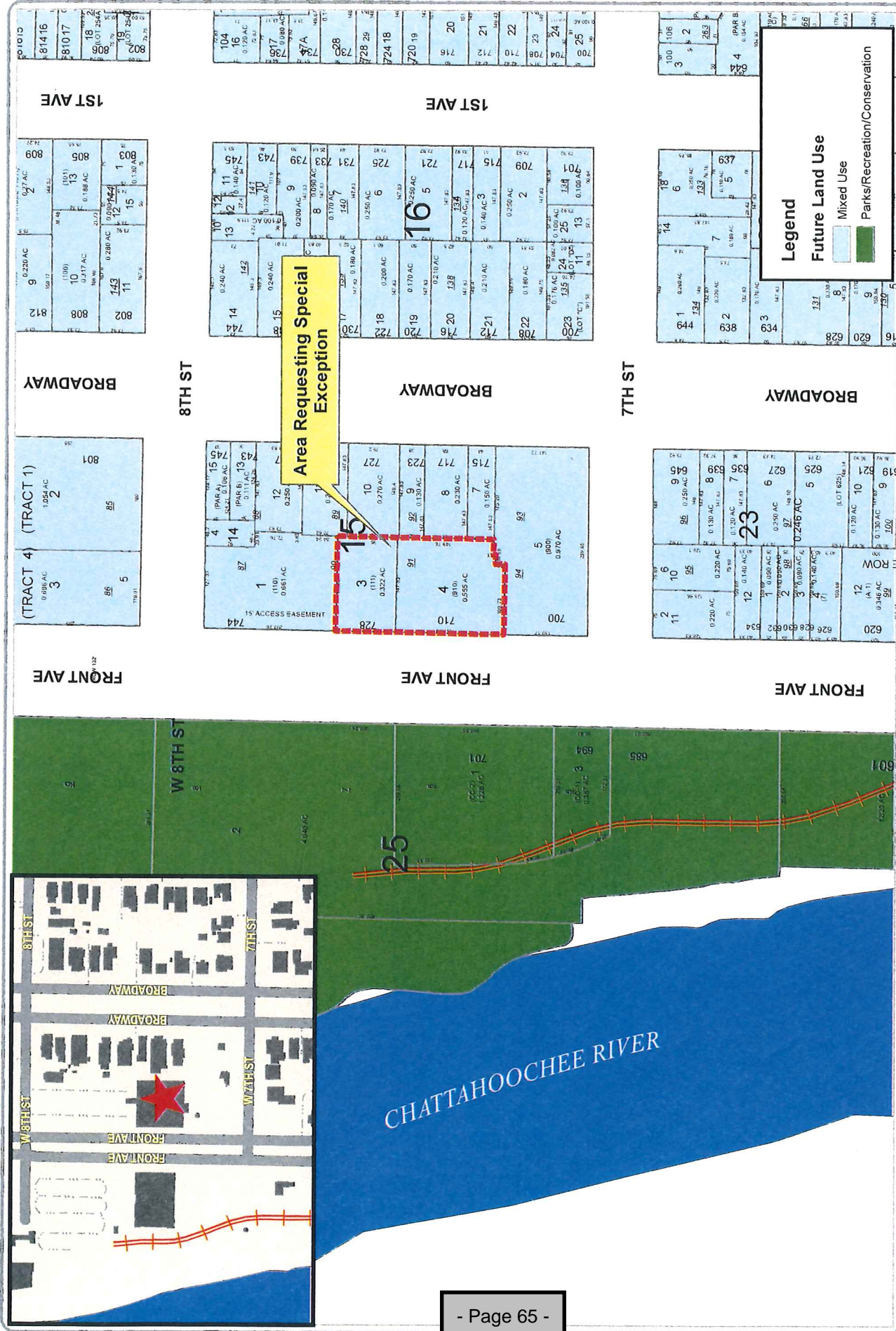
0 100 200 Feet
 1 inch = 200 feet
 Data Source: IT/GIS
 Author: David Cooper

Existing Land Use Map for EXCP 01 - 019 - 0046
 Map 003 Block 015 Lot 004
 Planning Department-Planning Division
 Prepared By Planning GIS Tech

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 The data contained is subject to constant change.
 Map information is believed to be correct but is not guaranteed.



Date: 8/30/2019



Item #3.



Future Land Use Map for EXCP 01 - 019 - 0046
 Map 003 Block 015 Lot 004
 Planning Department-Planning Division
 Prepared By Planning GIS Tech

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



Date: 8/30/2019



BOARD OF ZONING APPEALS AGENDA

REGULAR MEETING 8/7/2019 AND 8/7/2019 2:00PM
COLUMBUS CONSOLIDATED GOVERNMENT
420 TENTH STREET, COLUMBUS, GEORGIA 31902-4123

PLAN CASE NUMBER	APPELLANT'S NAME	LOCATION ADDRESS	ZONE/CODE	APPEAL TYPE	HEARING STATUS
BZA-06-19-005965	KIRKLAND BAPTIST CHURCH	6304 LYNRIDGE AVE, Columbus	SFR3	Zoning Ordinance Variance	APPROVED
Appellant's Appeal:	Request a variance to install accessory structure in front yard, section 2.1.6 B (2) of the UDO, requires the accessory structure to be located in the rear yard, and Request a variance to install accessory structure in side yard, section 2.1.6 B (2) of the UDO, requires the accessory structure to be located in the rear yard, for a new open carport.				
BZA-07-19-006053	LEARY & BROWN INC	5023 WELLINGTON Way, Columbus	RE1	Zoning Ordinance Variance	APPROVED
Appellant's Appeal:	Request a variance to install accessory structure in side yard, section 2.1.6 B (2) of the UDO, requires the accessory structure to be located in the rear yard. Request a variance to reduce the side yard setback from 25'-0" required to 12'-0" shown, for a new detached garage.				
BZA-07-19-006061	EMC ENGINEERING	8140 FORTSON RD, Columbus	GC	Zoning Ordinance Variance	APPROVED
Appellant's Appeal:	Request a variance to increase the parking requirements from 23 spaces required, requesting an additional 27 spaces shown for a total of spaces for a new salon.				
7-19-006062	RIVER VALLEY REGIONAL COMMISSION	728 FRONT AVE, Columbus	HIST	Zoning Ordinance Variance	APPROVED
Appellant's Appeal:	Request a variance to decrease the parking space requirements from 109 spaces required, to 33 parking spaces shown for existing non-conforming use to include any current or future tenants, including any health and fitness facility for the building located at 710 Front Av				
BZA-07-19-006066	CHRIST COMMUNITY CHURCH	4078 MILGEN RD, Columbus	SFR2	Zoning Ordinance Variance	APPROVED
Appellant's Appeal:	Request a variance to locate an accessory building that shall be required in the rear yard, shown in the side yard for a new youth ministry center.				

END OF VARIANCES

Item Attachment Documents:

4. **Resolution - EXCP-07-19-6001:** A resolution authorizing a special exception to allow operation of a Health & Wellness Facility at 627 2nd Avenue. The property is located within the HIST (Historic) zoning district and requires a special exception. The Planning Advisory Commission and the Planning Department recommend **approval**. The applicant is Christopher Wilkes. (Councilor Woodson)

A RESOLUTION

NO. _____

A RESOLUTION APPROVING A SPECIAL EXCEPTION to allow Health & Wellness Facility located at **627 2nd Avenue** in a HIST (Historic) zoning district be granted a special exception to operate a Health & Wellness Facility.

WHEREAS, Christopher Wilkes has appropriately applied for a Special Exception to allow a Health & Wellness Facility in a HIST (Historic) zoning district and to be granted a special exception to operate a Health & Wellness Facility;

WHEREAS, a Health & Wellness Facility be permitted as a Special Exception under the current HIST (Historic) zoning district; and

WHEREAS, the Planning Department has reviewed the request and recommends approval.

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

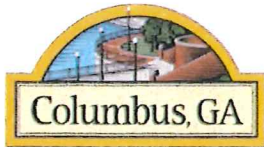
That all criteria of Section 10.2.7.B have been met as well as all necessary parking requirements and that a Special Exception Use for a Health & Wellness Facility be granted for the property at 627 2nd Avenue.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24th day of September, 2019, and adopted at said meeting by the affirmative vote of members of said Council.

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

Sandra T. Davis
 Clerk of Council

B. H. “Skip” Henderson, III
 Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
PLANNING DEPARTMENT

Item #4.

August 28, 2019

Honorable Mayor and Councilors
City Manager
City Attorney
Clerk of Council

Subject: (EXCP-07-19-6001) Special Exception Use request to allow for a Health & Fitness Facility located at 627 2nd Avenue, Columbus, Georgia 31901.

Health & Wellness Facility

Christopher Wilkes has submitted an application for the Special Exception Use cited above. The property is located in a HIST (Historic) zoning district. The site for a proposed Health & Fitness Facility is located at 627 2nd Avenue. The purpose of the Special Exception Use is to allow for the operation of a Health & Fitness Facility located within the HIST (Historic) zoning district:

(1) Access: Is or will the type of street providing access to the use be adequate to serve the proposed special exception use?

This section of 2nd Avenue is a local road. It will provide adequate free flow movement. This use will be in a multi-tenant building.

(2) Traffic and Pedestrian Safety : Is or will access into and out of the property be adequate to provide for traffic and pedestrian safety, the anticipated volume of the traffic flow, and access by emergency vehicles?

Access into and out of the property in question will provide for adequate traffic and pedestrian safety and emergency access.

(3) Adequacy of Public Facilities: Are or will public facilities such as school, water, or sewer utilities and police and fire protection be adequate to serve the special exception use?

Services such as water, utilities, police, and fire protection are adequate.

(4) Protection from Adverse Affects: Are or will refuse, service, parking and loading areas on the property be located or screened to protect other properties in the area from such adverse effects as noise, light, glare or odor?

The properties are surrounded by other HIST (Historic Uses). Parking, service, and refuse are adequate as stated within in the UDO. Noise, light, glare and odor should be limited due to the nature of the location.

(5) Hours of Operation: Will the hours and manner of operation of the special exception use have no adverse effect on other properties in the area?

The hours of operation for this use will not have an adverse impact on the neighboring

properties in the area.

(6) Compatibility: Will the height, size, or location of the buildings or other structures on the property be compatible with the height, size, character, or location of buildings or other structures on neighboring properties?

This structures height, size and location should match the uses found in other HIST (Historic) properties.

Council District: District 7 (Woodson)

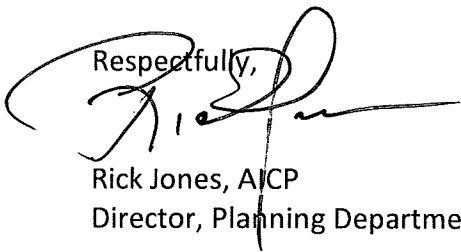
Thirty (30) property owners within 300 feet of the property have been notified by mail of the proposed Special Exception Use. The Planning Department received no calls and/or emails regarding the rezoning.

Approval: 0 Reponses

Opposition: 0 Responses

Additional Information: N/A

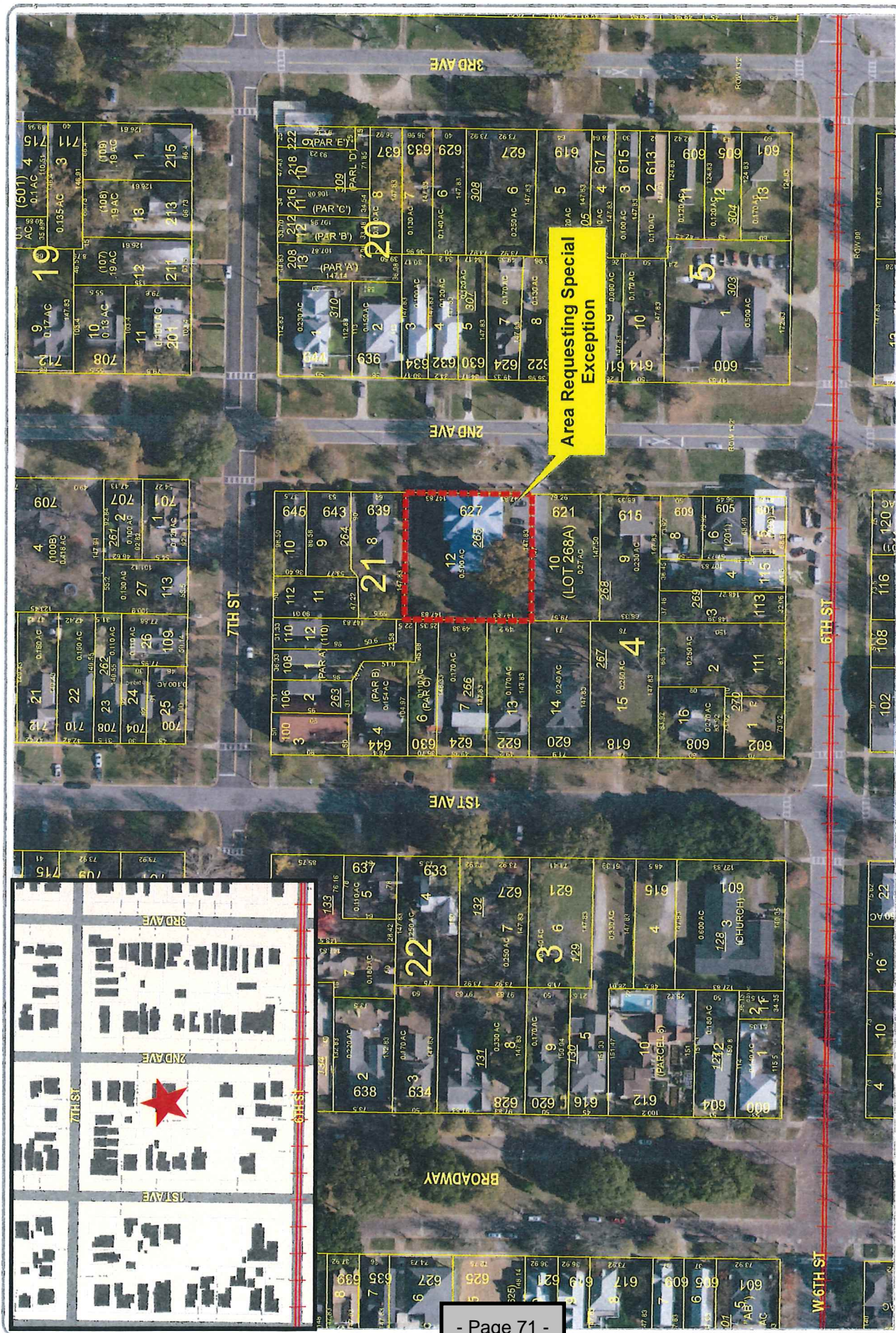
Respectfully,



Rick Jones, AICP
Director, Planning Department

Attachments:

Aerial Land Use Map
Location Map
Zoning Map
Existing Land Use Map
Future Land Use Map
Site Plan
Traffic Report



Item #4.



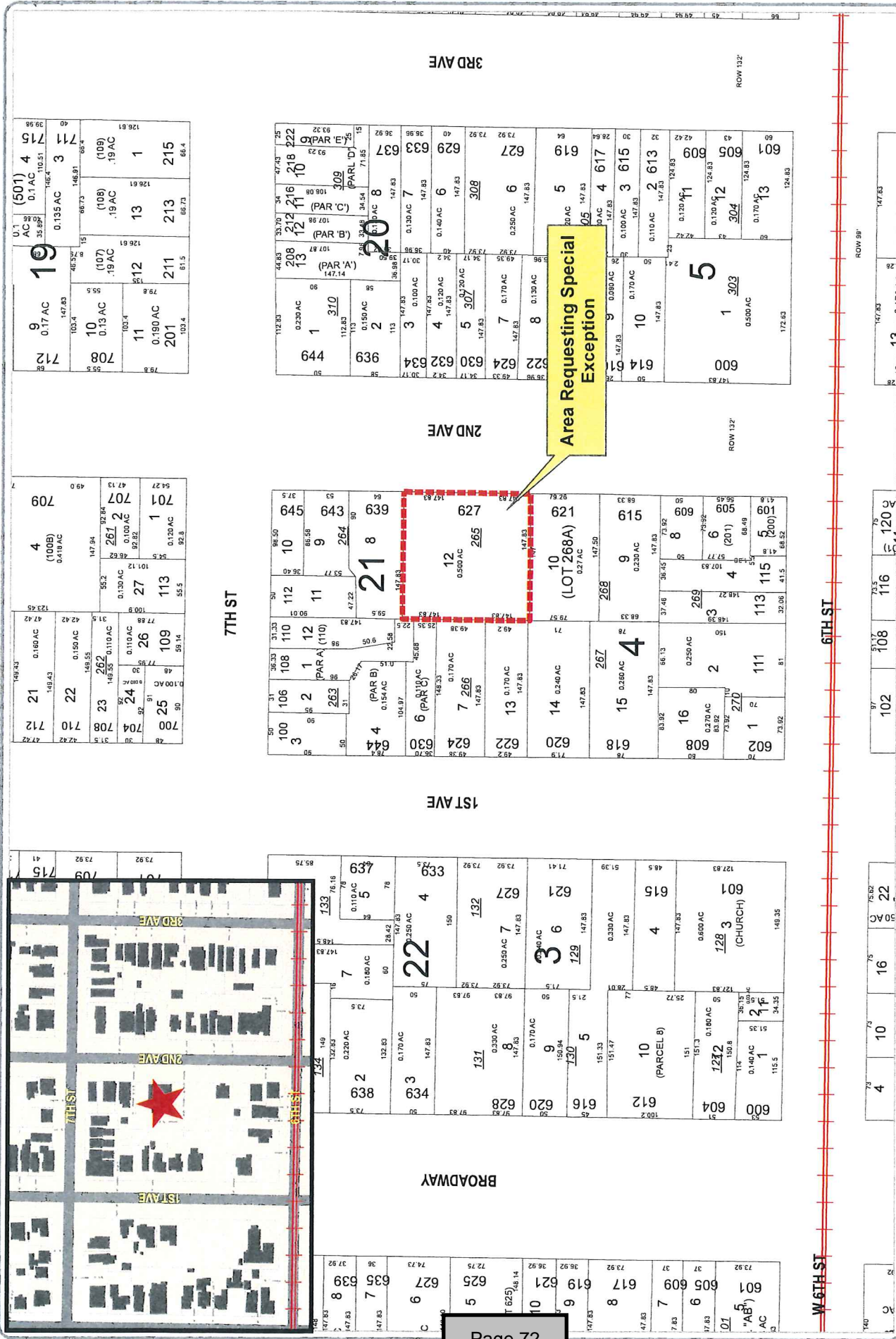
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Aerial Map for EXCP 07-19-6001
Map 002 Block 004 Lot 012
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 7/2/2019



Item #4.



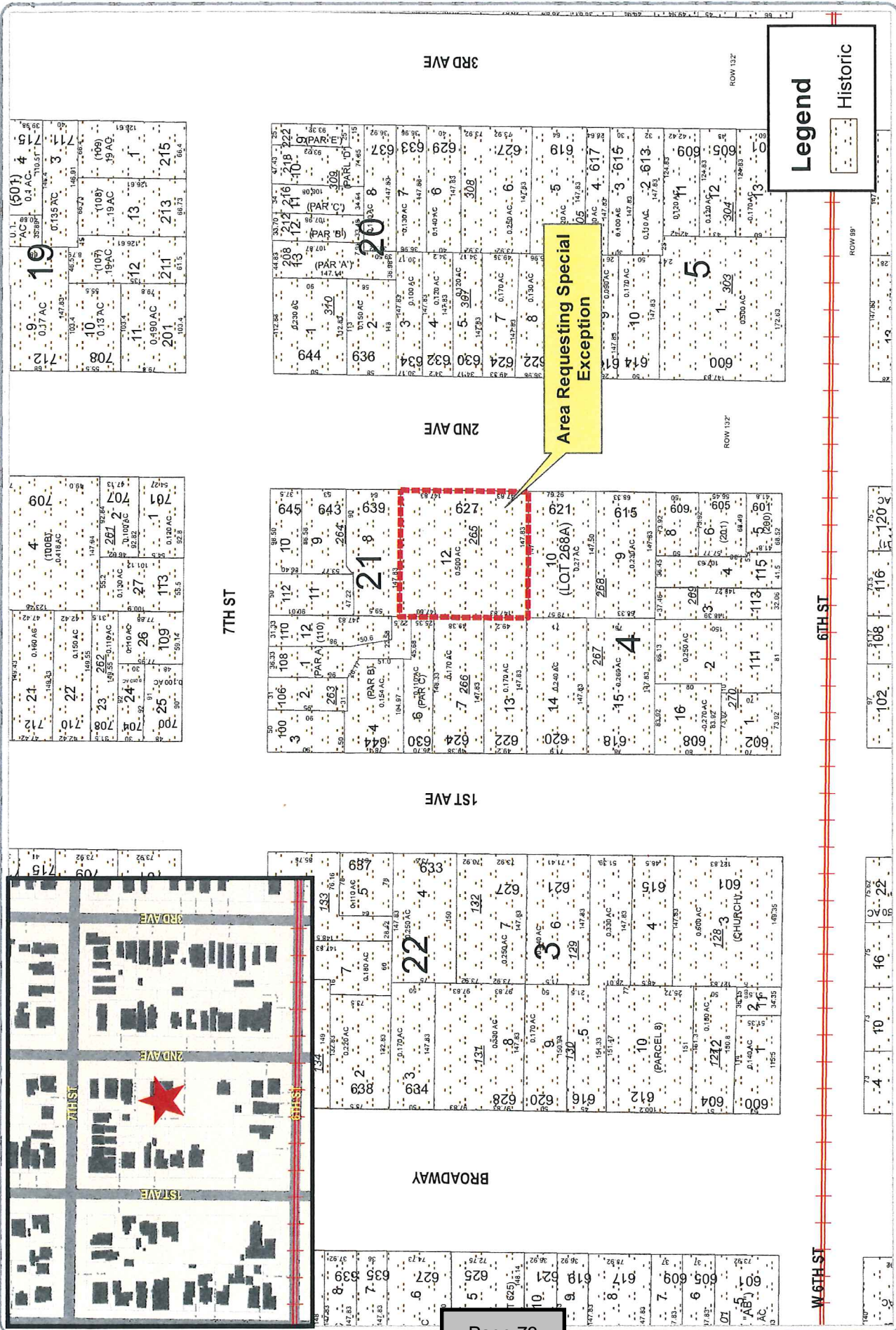
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Location Map for EXCP 07-19-6001
Map 002 Block 004 Lot 012
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 7/2/2019



Item #4.



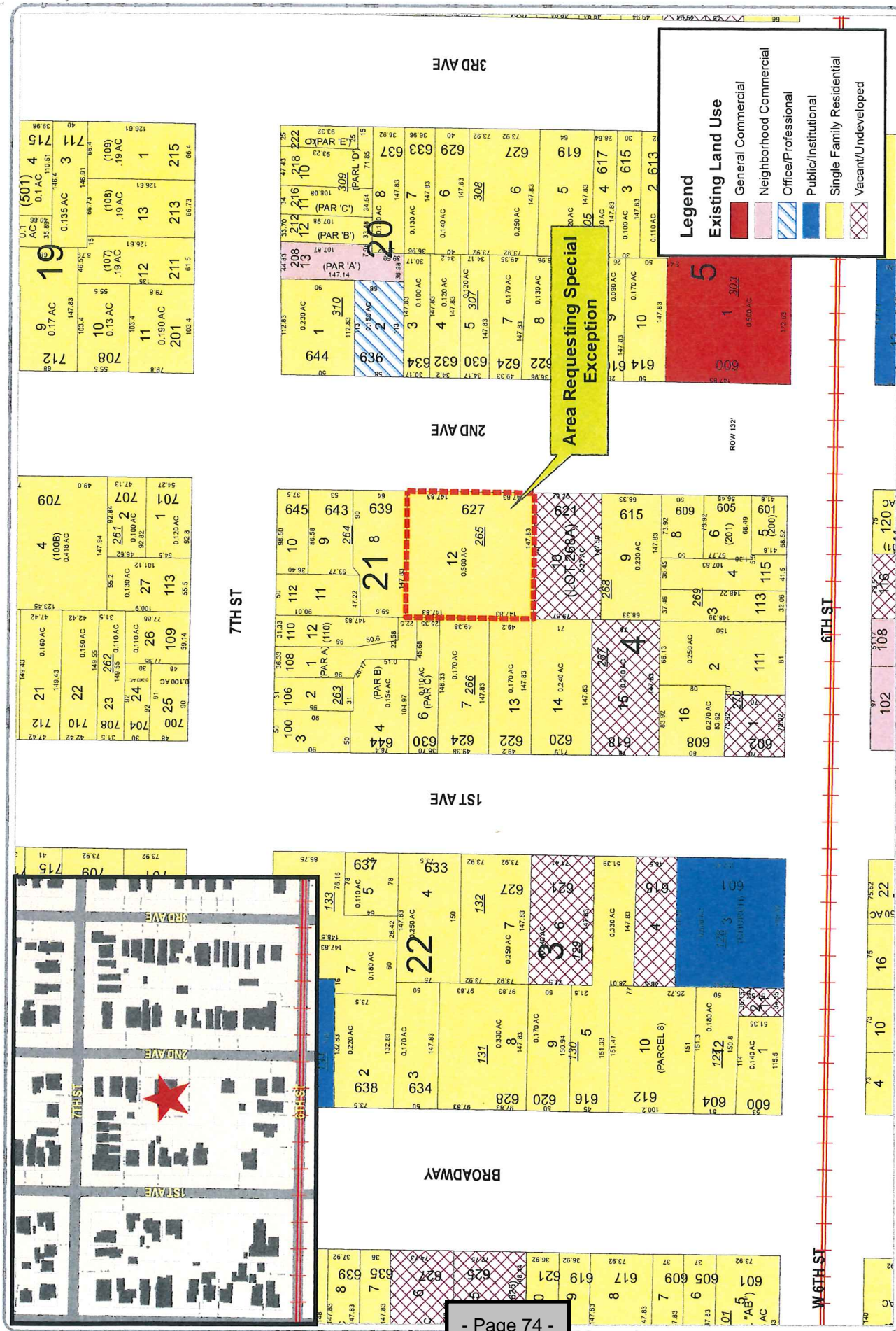
0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Zoning Map for EXCP 07-19-6001
Map 002 Block 004 Lot 012
Planning Department-Planning Division
Prepared By Planning GIS Tech

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Date: 7/2/2019



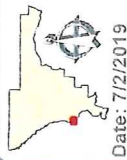
Item #4.

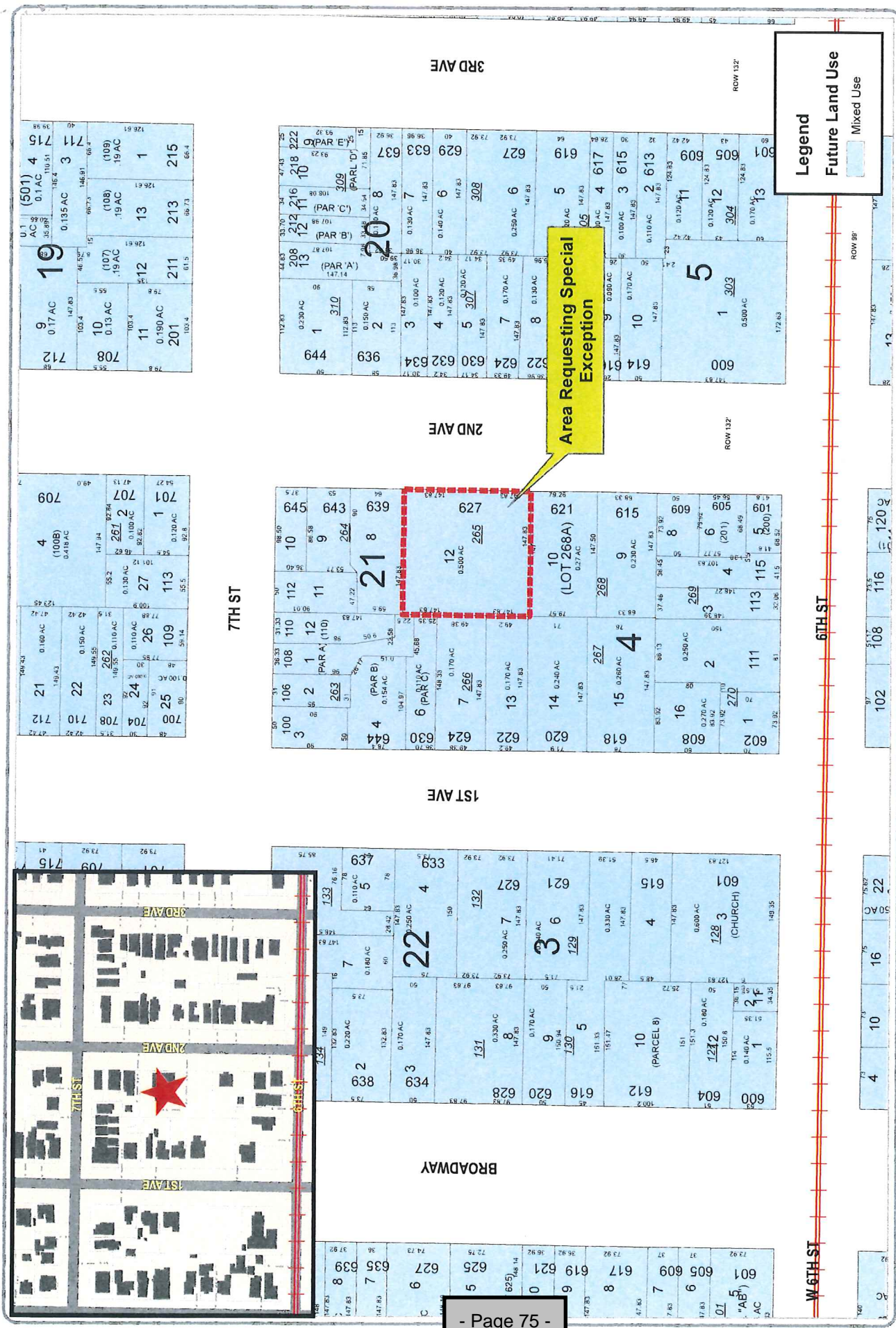


0 75 150 Feet
1 inch = 150 feet
Data Source: IT/GIS
Author: David Cooper

Existing Land Use Map for EXCP 07-19-6001
Map 002 Block 004 Lot 012
Planning Department-Planning Division
Prepared By Planning GIS Tech

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The data contained is subject to constant change.
Map information is believed to be correct but is not guaranteed.





Item #4.



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

Future Land Use Map for EXCP 07-19-6001
Map 002 Block 004 Lot 012
Planning Department-Planning Division
Prepared By Planning GIS Tech

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



Date: 7/2/2019

Item Attachment Documents:

- 5. Resolution** - A Resolution of the Council giving preliminary authorization to pursue the issuance of Columbus, Georgia, Water and Sewerage Taxable Refunding Revenue Bonds, Series 2019, in an amount not to exceed \$52,000,0000, in accordance with the request of the Columbus, Georgia Board of Water Commissioners. (Request of Columbus Board of Water Commissioners)

A RESOLUTION OF THE COUNCIL GIVING PRELIMINARY AUTHORIZATION TO PURSUE THE ISSUANCE OF COLUMBUS, GEORGIA, WATER AND SEWERAGE TAXABLE REFUNDING REVENUE BONDS, SERIES 2019, IN ACCORDANCE WITH THE REQUEST OF THE COLUMBUS, GEORGIA BOARD OF WATER COMMISSIONERS

RESOLUTION

NO. _____

WHEREAS, Columbus, Georgia (the “Issuer”) is a political subdivision of the State of Georgia, duly created and validly existing pursuant to the laws of the State of Georgia and owns a water and sewerage system (the “System”) in Columbus, Georgia; and

WHEREAS, the Issuer has previously issued (i) \$53,725,000 in original aggregate principal amount of its Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A (the “Series 2013A Bonds”), and (ii) \$32,995,000 in original aggregate principal amount of its Water and Sewerage Revenue Bonds, Series 2014A (the “Series 2014A Bonds”); and

WHEREAS, based upon market conditions and other factors relevant to the sound and prudent operation and management of the System, the Issuer from time to time provides for the issuance of refunding bonds in order to achieve certain policies and objectives including, without limitation, the realization of present value savings of not less than four percent (4%); and

WHEREAS, although the federal Tax Cuts and Jobs Act of 2017 now prohibits the use of tax-exempt bonds to advance refund previously issued tax-exempt bonds, such advance refundings may still be done on a taxable basis; and

WHEREAS, on September 9, 2019, the Columbus Board of Water Commissioners (the “Board”) adopted a resolution (the “CWW Resolution”) determining that, after evaluating market conditions and taking into account other factors relevant to the sound and prudent operation and management of the System, including particularly the ability of the Issuer to achieve certain policies and objectives including, without limitation, the realization of present value saving of not less than four percent (4%), it is now in the best interests of the Issuer to pursue the taxable advance refunding of all or a portion of the outstanding Series 2013A Bonds and all or a portion of the outstanding Series 2014A Bonds by issuing bonds secured on a parity with the Issuer’s (i) Water and Sewerage Revenue Bonds, Series 2012A and Series 2012B, (ii) Water and Sewerage Revenue Bonds, Series 2013A, (iii) Water and Sewerage Revenue Bonds, Series 2014A and (iv) Water and Sewerage Revenue Bonds, Series 2016 and, accordingly, has recommended that the Issuer authorize the Board to pursue the taxable advance refunding of all or a portion of the outstanding Series 2013A Bonds and Series 2014A Bonds; and

WHEREAS, the aggregate principal amount of the revenue bonds issued for the purpose of (i) refunding all or a portion of the outstanding the Series 2013A Bonds, (ii) refunding all or a portion of the outstanding the Series 2014A Bonds, and (iii) paying all or a portion of the costs of issuance of such revenue bonds shall not exceed \$52,000,000;

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

Section 1. Authority for Resolution. This resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Georgia, including, but not limited to, the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60, et seq.), as amended, (the “Act”).

Section 2. Findings. It is hereby ascertained, determined and declared that based upon market conditions and other factors relevant to the sound and prudent operation and management of the System, and the recommendation of the Board which is set forth in the attached resolution of the Board adopted September 9, 2019, it is appropriate to proceed with the necessary steps to provide for the refunding of all or a portion of the outstanding Series 2013A Bonds and all or a portion of the outstanding Series 2014A Bonds, which refunding shall benefit the Issuer and the citizens of Columbus, Georgia served by the System, and will otherwise further the public purposes intended to be served by the Act.

Section 3. Authorization to Proceed with Refunding the Series 2013A Bonds and the Series 2014A Bonds. The Issuer hereby authorizes and directs the appropriate employees, agents, representatives and advisors to the Issuer, including the management and employees of the Columbus Water Works, to take such actions as deemed necessary and appropriate to provide for the (i) refunding of all or a portion of the outstanding Series 2013A Bonds, (ii) refunding of all or a portion of the outstanding Series 2014A Bonds, and (iii) payment of all or a portion of the related costs of issuance, subject to final approval of definitive documents and related interest rates, terms and conditions by the Issuer; provided, however, that the aggregate principal amount of the revenue bonds issued for such purposes shall not exceed \$52,000,000 (such principal amount to be inclusive of any premium received from the sale of the bonds) (the “Bonds”).

Section 4. Financial Advisor. Pursuant to the CWW Resolution and in compliance with the Issuer’s Debt Management Policy, the Board has engaged SMC Terminus Group, Inc. as the financial advisor to the Board and the Issuer to provide objective advice and analysis on the proposed refunding and the marketing, pricing and sale of the Bonds.

Section 5. Designation of Bond Counsel. The Issuer hereby approves the Board’s designation of King & Spalding LLP, Atlanta, Georgia, as bond counsel for the Bonds.

Section 5. Approval of Negotiated Sale. Based on the findings of the Board contained in the CWW Resolution and the advice of the SMC Terminus Group, Inc., the Issuer determines that the conditions exist for use of a negotiated sale for the Bonds.

Section 6. Acknowledgment of Receipt of MSRB G-17 Letter. The Issuer acknowledges receipt from Stifel Nicolaus & Company, Incorporated of the MSRB G-17 letter dated August 26, 2019.

Section 7. General Authority. From and after the adoption of this resolution, the proper officers, members, agents and employees of the Issuer and the Board are hereby

authorized, empowered and directed to do all such acts and things, including, but not limited to executing and delivering all documents, instruments, or certificates as may be necessary or convenient to carry out and comply with the provisions of this resolution.

Section 8. Actions Approved and Confirmed. All acts and doings of the officers, members, agents and employees of the Issuer which are in conformity with the purposes and intent of this resolution and matters approved herein are hereby in all respects approved and confirmed.

Section 9. Effective Date. This resolution shall effect immediately upon its adoption and upon the approval of the actions of the Issuer authorized herein by the Council of Columbus, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the ____ day of September, 2019 and adopted at said meeting by the affirmative vote of ____ members of the council.

Councilor Allen voting _____.

Councilor Barnes voting _____.

Councilor Crabb voting _____.

Councilor Davis voting _____.

Councilor Garrett voting _____.

Councilor House voting _____.

Councilor Huff voting _____.

Councilor Thomas voting _____.

Councilor Pugh voting _____.

Councilor Woodson voting _____.

SANDRA T. DAVIS, CLERK

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

CLERK'S CERTIFICATE

The undersigned Clerk of the Council of Columbus, Georgia (the "Issuer"), does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution which was duly adopted on September ___, 2019, by the Issuer in a meeting duly called and assembled, which meeting was open to the public and at which a quorum was present and acting throughout, that notice of such meeting was duly given in accordance with Georgia law, and that the original of such resolution appears of record in the minute book of the Issuer which is in my custody and control, and that the same has not been modified, amended, repealed or rescinded as of the date hereof.

Given under my hand and the seal of the Issuer, this the ___ day of September, 2019.

Clerk

(SEAL)

**RESOLUTION OF THE
COLUMBUS BOARD OF WATER COMMISSIONERS**

WHEREAS, Columbus, Georgia (the “Issuer”) is a political subdivision of the State of Georgia, duly created and validly existing pursuant to the laws of the State of Georgia and owns a water and sewerage system (the “System”) in Columbus, Georgia; and

WHEREAS, the Issuer has previously issued (i) \$53,725,000 in original aggregate principal amount of its Columbus, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2013A (the “Series 2013A Bonds”), and (ii) \$32,995,000 in original aggregate principal amount of its Water and Sewerage Revenue Bonds, Series 2014A (the “Series 2014A Bonds”); and

WHEREAS, based upon market conditions and other factors relevant to the sound and prudent operation and management of the System, the Issuer from time to time provides for the issuance of advance refunding bonds in order to achieve certain policies and objectives including, without limitation, the realization of present value savings of not less than four percent (4%); and

WHEREAS, although the federal Tax Cuts and Jobs Act of 2017 now prohibits the use of tax-exempt bonds to advance refund previously issued tax-exempt bonds, such advance refundings may still be done on a taxable basis; and

WHEREAS, the Columbus Board of Water Commissioners (the “Board”) has determined, based upon such market conditions and other factors, that it is now in the best interests of the Issuer to pursue the taxable advance refunding of all or a portion of the outstanding Series 2013A Bonds and all or a portion of the outstanding Series 2014A Bonds through the issuance of revenue bonds; and

WHEREAS, the aggregate principal amount of the revenue bonds issued for the purpose of (i) refunding all or a portion of the outstanding Series 2013A Bonds, (ii) refunding all or a portion of the outstanding Series 2014A Bonds, and (iii) paying all or a portion of the costs of issuance of such revenue bonds shall not exceed \$52,000,000 (such principal amount to be inclusive of any premium received from the sale of the bonds);

NOW, THEREFORE, BE IT RESOLVED by the Columbus Board of Water Commissioners, AND IT IS HEREBY RESOLVED, as follows:

Section 1. Authority for Resolution. This resolution is adopted pursuant to the provisions of the Constitution and laws of the State of Georgia, including, but not limited to, the Revenue Bond Law of the State of Georgia (O.C.G.A. Section 36-82-60, et seq.), as amended (the “Act”).

Section 2. Findings. It is hereby ascertained, determined and declared by this Board that, after evaluating market conditions and taking into account other factors relevant to the sound and prudent operation and management of the System, including particularly the ability of the Issuer to achieve certain policies and objectives including, without limitation, the realization of present value saving of not less than four percent (4%), it is now in the best interests of the

Issuer, to proceed with the necessary steps to provide for the advance refunding of all or a portion of the outstanding Series 2013A Bonds and all or a portion of the outstanding Series 2014A Bonds, which refunding shall benefit the Issuer and the citizens of Columbus, Georgia served by the System, and will otherwise further the public purposes intended to be served by the Act.

Section 3. Authorization to Proceed with Refunding of the Series 2013A Bonds and Series 2014A Bonds. The Board directs the appropriate employees, agents, representatives and advisors of Columbus Water Works to take such actions as deemed necessary and appropriate to provide for the (i) refunding of all or a portion of the outstanding Series 2013A Bonds, (ii) refunding of all or a portion of the outstanding Series 2014A Bonds, and (iii) payment of all or a portion of the related costs of issuance through the issuance of revenue bonds, which revenue bonds may be sold in either a public offering or a private placement with one or more institutions, subject to final approval of definitive documents and related interest rates, terms and conditions by the Issuer; provided, however, that the aggregate principal amount of the revenue bonds issued for such purposes shall not exceed \$52,000,000 (such principal amount to be inclusive of any premium received from the sale of the bonds) (the "Bonds").

Section 4. Acknowledgment of Receipt of MSRB G-17 Letter. The Board acknowledges receipt from Stifel Nicolaus & Company, Incorporated of the MSRB G-17 letter dated August 26, 2019.

Section 5. Designation of Bond Counsel. Subject to approval by the Issuer, the Board hereby designates King & Spalding LLP, Atlanta, Georgia, as bond counsel for the Bonds.

Section 5. Compliance with Issuer's Debt Policy. In accordance with the Issuer's Debt Management Policy, the Board directs the appropriate employees, agents, representatives and advisors of Columbus Water Works to retain a financial advisor to provide the Issuer and the Board with objective advice and analysis on the proposed refunding, to evaluate and make a recommendation to the Board and the Issuer as to the feasibility of the proposed refunding and to participate in the structuring and pricing of the Bonds. The Board shall pay the fees of the financial advisor from the proceeds of the issuance of the Bonds.

Section 6. Justification for Negotiated Sale. The Board hereby finds that the following factors:

- (a) The Bonds are a refinancing issue that is dependent upon interest rates and market timing;
- (b) Bond interest rates are at historic lows, time is of the essence, and a negotiated sale provides the opportunity to access the market quickly; and
- (c) As a result of the 2017 changes to the federal income tax provisions, the Bonds must be issued as taxable debt, and this would be the first taxable fixed-rate offering by the Issuer for Columbus Water Works.

Section 6. General Authority. From and after the adoption of this resolution, the proper officers, members, agents and employees of Columbus Water Works are hereby authorized, empowered and directed to do all such acts and things, including, but not limited to executing and delivering all documents, instruments, or certificates, as may be necessary or convenient to carry out and comply with the provisions of this resolution.


Section 7. Actions Approved and Confirmed. All acts and doings of the officers, members, agents and employees of Columbus Water Works which are in conformity with the purposes and intent of this resolution and matters approved herein are hereby in all respects approved and confirmed.


Section 8. Formal Request for Issuer Action. The Board hereby authorizes and directs its agents, representatives and employees to provide a certified copy of this resolution to the Issuer and to request that the Council of Columbus, Georgia adopt a resolution directing the appropriate employees, agents, representatives and advisors of Columbus Water Works to take such actions as deemed necessary and appropriate to provide for the issuance of the Bonds and the refunding contemplated hereby.


Section 9. Effective Date. This resolution shall effect immediately upon its adoption and upon the approval of the actions of Columbus Water Works authorized herein.

APPROVED BY THE COLUMBUS BOARD OF WATER COMMISSIONERS this 9th
day of September, 2019.


Chair

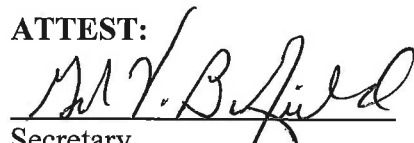

Vice Chair


Member


Member


Member

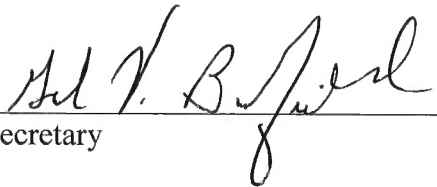
ATTEST:


Secretary

SECRETARY'S CERTIFICATE

The undersigned Secretary of the Columbus Board of Water Commissioners does hereby certify that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution which was duly adopted on September 9, 2019, in a meeting duly called and assembled, which meeting was open to the public and at which a quorum was present and acting throughout, that notice of such meeting was duly given in accordance with Georgia law, and that the original of such resolution appears of record in the minute book of the Columbus Board of Water Commissioners which is in my custody and control, and that the same has not been modified, amended, repealed or rescinded as of the date hereof.

Given under my hand and the seal this 9th day of September, 2019.


Secretary

(SEAL)

Item Attachment Documents:

- 6. Resolution -** A Resolution of the Council of Columbus, Georgia, ratifying a bond resolution adopted by the Columbus Building Authority authorizing the issuance of its Lease Revenue Refunding Bonds, Series 2019 Bonds; and for other purposes. (Request of the Columbus Building Authority)

A RESOLUTION
NO. _____

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE “**COUNCIL**”), RATIFYING A BOND RESOLUTION ADOPTED BY THE COLUMBUS BUILDING AUTHORITY (THE “**AUTHORITY**”) AUTHORIZING THE ISSUANCE OF ITS LEASE REVENUE REFUNDING BONDS IN ACCORDANCE WITH THE REQUEST OF THE COUNCIL CONTAINED IN ITS RESOLUTION NO. 221-19; TO RATIFY THE ACTIONS OF THE FINANCE DIRECTOR OF COLUMBUS APPROVING THE BEST BID FOR THE SERIES 2019 BONDS; TO REAFFIRM AUTHORIZATION FOR THE MAYOR TO TRANSFER PROPERTY TO THE AUTHORITY AND TO EXECUTE THE 2019 LEASE; TO REAFFIRM THE PROVISIONS OF RESOLUTION NO. 221-19 WHICH ARE NOT IN CONFLICT HEREWITH; TO AUTHORIZE THE MAYOR AND OTHER OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF THE SERIES 2019 BONDS; AND FOR OTHER PURPOSES.

WHEREAS, the Council as the governing body for Columbus, Georgia (“**Columbus**”), requested, by Resolution No. 221-19, adopted on August 13, 2019, that the Authority issue its LEASE REVENUE REFUNDING BONDS, SERIES 2019 (the “**Series 2019 Bonds**”) to provide funds to refund, defease and redeem all of the Authority’s outstanding (i) CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B, (ii) CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C, and (iii) LEASE REVENUE BOND, SERIES 2018; and

WHEREAS, in accordance with an Official Notice of Sale dated September 24, 2019, the Authority received electronic bids for the purchase of the Series 2019 Bonds on September 24, 2019, and the Finance Director of Columbus, with the assistance of Davenport & Company LLC, as financial advisor, reviewed the bids and determined that the best bid for the Series 2019 Bonds was submitted by Morgan Stanley & Co, LLC, and said bid was accepted on behalf of the Authority and Columbus; and

WHEREAS, the Authority adopted a bond resolution authorizing the issuance of the Series 2019 Bonds on September 24, 2019 (the “**2019 Resolution**”), a certified copy of which is on file with the Clerk of Council; and

WHEREAS, payment of the 2019 Bonds and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by Columbus for the use of facilities of the Authority pursuant to the provisions of a lease contract to be entered into as of the date of issuance of the Series 2019 Bonds (the “**2019 Lease**”), the form of which is on file with the Clerk of Council of Columbus; and

WHEREAS, the 2019 Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts to be set forth in the 2019 Lease sufficient to pay the principal of and interest due on the Series 2019 Bonds authorized as the same shall become due and payable; and

WHEREAS, it is proper that the Council ratify and approve the actions of the Finance Director of Columbus and of the Authority in accordance with the requests of the Council.

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

1. The Council hereby approves and ratifies the actions of the Authority in proceeding with the financing to refund and defease outstanding debt through the issuance of the Series 2019 Bonds including the 2019 Resolution, and hereby approves the actions taken by the Authority, the Finance Director of Columbus, and officials of Columbus, including specifically the acceptance of the best bid, attached hereto as Exhibit A and the issuance of the Series 2019 Bonds, as described in the Preamble to this resolution.

2. The authorizations contained in Resolution 221-19 for the Mayor to execute the 2019 Lease and such deeds and other documents described in the Resolution No. 221-19 are hereby confirmed.

3. The Mayor, City Manager, Finance Director, City Attorney and such other officers or agents of Columbus as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2019 Bonds, to fulfill the obligations of Columbus pursuant to the 2019 Lease, and to execute closing documents necessary for the issuance of the Series 2019 Bonds, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

4. All provisions of Resolution No. 221-19, which are not in conflict herewith, are hereby restated, ratified, and confirmed, as fully as if set forth herein verbatim.

[SIGNATURES ON FOLLOWING PAGE]

INTRODUCED at a regular meeting of the Council of Columbus, Georgia, held September 24, 2019, and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B.H. “Skip” Henderson, III
Mayor

CERTIFICATE OF CLERK OF COUNCIL

I, the undersigned Clerk of Council of Columbus, Georgia, keeper of the records and the seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution of the Council of Columbus, Georgia, adopted September 24, 2019, a duplicate original of which resolution has been entered in the official records of Columbus, Georgia, under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

Clerk of Council

Item #6.

Upcoming Calendar

Overview

Result

Excel

Morgan Stanley & Co, LLC - New York , NY's Bid

Columbus Bldg Auth
\$74,335,000 Lease Revenue Refunding Bonds, Series 2019

For the aggregate principal amount of \$74,335,000.00, we will pay you \$82,442,634.93, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate(s):

Maturity Date	Amount \$	Coupon %	Yield %	Dollar Price
01/01/2020	585M	5.0000	1.2800	100.707
01/01/2021	2,710M	5.0000	1.2900	104.371
01/01/2022	2,785M	5.0000	1.3000	107.967
01/01/2023	2,920M	5.0000	1.3200	111.462
01/01/2024	3,060M	5.0000	1.3500	114.824
01/01/2025	3,210M	5.0000	1.3700	118.129
01/01/2026	3,370M	5.0000	1.4100	121.211
01/01/2027	3,535M	5.0000	1.4800	123.928
01/01/2028	3,705M	5.0000	1.5300	126.618
01/01/2029	3,890M	5.0000	1.5900	129.051
01/01/2030	3,295M	5.0000	1.6400	128.558
01/01/2031	3,455M	5.0000	1.7000	127.969
01/01/2032	3,625M	3.0000	2.1400	107.139
01/01/2033	3,765M	3.0000	2.2000	106.622
01/01/2034	3,915M	4.0000	2.1000	115.804
01/01/2035	4,060M	2.5000	2.5900	98.873
01/01/2036	4,220M	2.6250	2.6500	99.670
01/01/2037	4,350M	2.6250	2.7100	98.835
01/01/2038	4,485M	2.7500	2.7600	99.855
01/01/2039	4,625M	2.7500	2.8100	99.112
01/01/2040	4,770M	2.7500	2.8500	98.470

Total Interest Cost: \$29,315,196.98

Premium: \$8,107,634.93

Net Interest Cost: \$21,207,562.05

TIC: 2.356987

Time Last Bid Received On:09/24/2019 10:29:53 EDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: Morgan Stanley & Co, LLC, New York , NY

Contact: Daniel Kelly

Title: Executive Director

Telephone:212-761-1541

Fax: 212-507-2510

Issuer Name: Columbus Building Authority

Company Name: _____

BOND RESOLUTION
(SERIES 2019 BONDS)

A RESOLUTION OF THE COLUMBUS BUILDING AUTHORITY TO PROVIDE FOR THE ISSUANCE OF \$75,565,000 IN AGGREGATE PRINCIPAL AMOUNT OF COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019 (THE “SERIES 2019 BONDS”), PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA; PAYABLE SOLELY FROM THE FUNDS HEREIN PROVIDED FROM THE OWNERSHIP AND LEASING OF CERTAIN GOVERNMENTAL AND PROPRIETARY FACILITIES OF THE AUTHORITY (THE “2019 FACILITIES”); TO FINANCE, IN WHOLE OR IN PART, THE COST OF REFUNDING AND REDEEMING THE AUTHORITY’S OUTSTANDING CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B, CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C, AND LEASE REVENUE BOND, SERIES 2018; TO PROVIDE FOR THE ISSUANCE, UNDER CERTAIN CIRCUMSTANCES, OF ADDITIONAL BONDS ON A PARITY, AS TO THE PLEDGE OF AND CHARGE OR LIEN ON THE BASIC RENTAL REVENUES OF THE 2019 FACILITIES, WITH THE SERIES 2019 BONDS HEREBY AUTHORIZED; TO PROVIDE FOR THE CONTINUATION OR CREATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON THE SERIES 2019 BONDS; TO PROVIDE FOR THE REMEDIES OF THE OWNERS OF THE SERIES 2019 BONDS; AND FOR OTHER PURPOSES.

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PREAMBLE

1. The Constitution of the State of Georgia, Article IX, Section III, Paragraph I(a), provides that:

“[A]ny county, municipality, school district or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provisions of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

2. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, and the new charter for Columbus, Georgia, II Ga. L. 1993, p. 4978, at p. 5010, provides that:

1. . . . There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, . . . the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

* * *

3. (b) The word “project” shall mean and include . . . all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

* * *

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term

not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid . . .

* * *

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority theretofore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, . . . as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

* * *

(7) Refunding bonds. The Authority is hereby authorized to provide by resolution for the issuance of revenue bonds of the Authority for the purpose of calling, refunding, or refinancing any revenue bonds issued under the provisions hereof and then outstanding, and to include in the amount of such refunding bonds all interest and any call premiums that may be required for the redemption and refunding of such outstanding bonds.

3. The Authority has previously issued its CAPITAL IMPROVEMENT AND REFUNDING LEASE REVENUE BONDS, SERIES 2010A (the “**Series 2010A Bonds**”), CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B (the “**Series 2010B Bonds**”), and CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C (the “**Series 2010C Bonds**,” and together with the Series 2010A Bonds and the Series 2010C Bonds, the “**Series 2010 Bonds**”), as authorized by a Bond Resolution adopted by the Authority on January 13, 2010 (the “**2010 Resolution**”). Proceeds of the Series 2010 Bonds provided funds needed to pay the costs, in whole or in part, of facilities which are being used in the performance of the governmental, proprietary, and administrative functions of Columbus, a political subdivision of the State of Georgia (“**Columbus**”) including specifically (i) a new fire station (the “**Fire Station/EMS Project**”) (ii) construction, reconstruction and resurfacing of local roads, streets and/or bridges (the “**Road Projects**”), (iii) enhancements to stormwater infrastructure (the “**Stormwater Enhancements/Flood Abatement Projects**”), (iv) a city service center (the “**City Service Center Project**”), (v) a city service center parking garage to be used by the general public to support the city service center and the natatorium (the “**City Service Center Parking Garage Project**”), (vi) a natatorium swimming facility (the “**Natatorium Project**”), (vii) a recycling and

environmental sustainability center (the “Recycling/Sustainability Center Project”), and (viii) an ice rink (the “Ice Rink Project”) (collectively, the “**2010 Projects**”). A portion of the proceeds from the Series 2010A Bonds was used to refund and redeem the Authority’s outstanding LEASE REVENUE BONDS, SERIES 1997A, which were originally issued to provide funds needed to pay the costs, in whole or in part, of facilities which are being used in the performance of the governmental, proprietary, and administrative functions of Columbus, including specifically (i) a sanitary landfill and (ii) a nine hole golf course (the “**1997A Projects**”). The 2010 Projects and the 1997A Projects were leased to Columbus under the terms of a lease contract dated as of January 28, 2010 (the “**2010 Lease**”). Section 707 of the 2010 Resolution and Section 2.03 of the 2010 Lease provide that the 1997A Projects were subject to the 2010 Lease until April 1, 2017, which was the final maturity date of the Series 1997A Bonds which were refunded from proceeds of the Series 2010 Bonds.

4. The Series 2010A Bonds are currently outstanding in the aggregate principal amount of \$2,505,000 and mature on January 1, 2020. The Series 2010B Bonds and the Series 2010C Bonds have final maturities on January 1, 2040, and in accordance with the 2010 Resolution, the Series 2010B Bonds and the Series 2010C Bonds may be redeemed prior to their final maturities, at the option of the Authority, upon direction of Columbus, in whole or in part at any time beginning January 1, 2020.

5. The Authority has previously issued its LEASE REVENUE BOND, SERIES 2018 (the “**Series 2018 Bond**”), as authorized by a Bond Resolution adopted by the Authority on November 26, 2018 (the “**2018 Resolution**”) to provide funds to pay the costs, in whole or in part of facilities which are or upon completion will be used in the performance of the governmental, proprietary, and administrative functions of Columbus, including specifically (i) certain planning and needs assessment studies, together with preliminary architectural and engineering costs related to a proposed Judicial and Government Center, (ii) necessary life safety improvements to the current Government Center (together, the “Government Center Project”), and (iii) the acquisition, construction, and equipping of the South Commons Project (the “South Commons Project”) (collectively, the “**2018 Projects**”). The 2018 Projects were leased to Columbus under the terms of a lease contract dated as of December 20, 2018 (the “**2018 Lease**”).

6. The Series 2018 Bond matures on January 1, 2029, and in accordance with the 2018 Resolution, the Series 2018 Bond may be optionally prepaid and redeemed at any time upon the giving of five days written notice from the Authority, at the discretion of Columbus, to the registered owner of the Series 2018 Bond

7. The Council of Columbus has requested, by Resolution No. 221-19, adopted on August 13, 2019, that the Authority issue its revenue bonds to provide funds to refund and defease all of the outstanding Series 2010B Bonds, all outstanding Series 2010C Bonds, and the Series 2018 Bond, in order to reduce total debt service of the Authority and corresponding lease payments due from Columbus.

8. The Authority has determined that the most feasible manner to finance the refunding of the Series 2010B Bonds, the Series 2010C Bonds, and the Series 2018 Bond is to issue \$75,565,000 in aggregate principal amount of COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019 (the “**Series 2019 Bonds**”). The payment of the

Series 2019 Bonds and any bonds issued on a parity therewith and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Basic Rent to be paid henceforth by Columbus for the use of the 2019 Facilities (hereinafter defined) pursuant to the provisions of a new lease contract to be entered into as of the date of issuance of the Series 2019 Bonds (the "2019 Lease"). The 2019 Lease, in substantially the form attached hereto as Exhibit B, provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the 2019 Lease sufficient to pay the principal of and interest due on the Series 2019 Bonds authorized hereby on each interest or principal and interest payment date, and to pay other expenses authorized hereby to be incurred, all of which will appear more fully and clearly by reference to the terms and provisions contained in the 2019 Lease.

9. Columbus has agreed to re-convey, convey or cause to be conveyed to the Authority certain property (or its rights and title thereto, including rights of use and possession), including items of equipment or other facilities which comprise portions of the 2019 Facilities.

10. The Authority has determined that it is in its best interest to satisfy and discharge the lien of all outstanding Series 2010B Bonds and Series 2010C Bonds payable from the rentals due under the 2010 Lease by using a portion of the proceeds of the Series 2019 Bonds authorized hereby to provide funds which will be sufficient to accomplish such refunding and discharge the lien of the Series 2010B Bonds and the Series 2010C Bonds. Upon such refunding, and upon the maturity of the Series 2010A Bonds on January 1, 2020, the 2010 Lease shall be cancelled, and the 2010 Projects shall be redesignated as a part of the 2019 Facilities.

11. The Authority has further determined that that it is in its best interest to satisfy and discharge the lien of the outstanding Series 2018 Bond payable from the rentals due under the 2018 Lease by using a portion of the proceeds of the Series 2019 Bonds authorized hereby to provide funds which will be sufficient to accomplish such refunding and discharge the lien of the Series 2018 Bond. Upon such refunding, the 2018 Lease shall be cancelled, and the 2018 Projects shall be redesignated as a part of the 2019 Facilities.

12. The 2019 Facilities shall be leased to Columbus pursuant to the 2019 Lease until the payment in full of the Series 2019 Bonds in accordance with this Resolution; provided however that, as specifically provided in the 2019 Lease any of the 2019 Facilities or property constituting a portion of any of the 2019 Facilities may be released and removed from the 2019 Lease, upon the request of Columbus, so long as any such removal shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the 2019 Lease.

13. The Authority has determined that the issuance of Parity Bonds (hereinafter defined) by the Authority should be authorized, which Parity Bonds would rank as to the lien on the revenue of the Authority (hereinafter described) derived from the property comprising the 2019 Facilities *pari passu* with the Series 2019 Bonds herein authorized for the specific purpose of financing improvements or additions, real or personal, to any portion of the 2019 Facilities, provided certain conditions as herein set forth are met.

14. The Authority will provide for payment in full of the Series 2010B Bonds and the Series 2010C Bonds by delivering to Regions Bank, Atlanta, Georgia, as Escrow Agent for the 2019 Bond Resolution

Series 2010B Bonds and the Series 2010C Bonds (the “**Escrow Agent**”), for deposit into an escrow fund, (i) money sufficient to pay or (ii) money sufficient to constitute, in the aggregate, a sum which, when invested in obligations secured by the unconditional guarantee of the United States of America or obligations representing an interest therein, will create, from the principal of and interest on such investments, funds sufficient in amount to pay such outstanding bonds and the interest due or due on January 1, 2020, the earliest call date for the Series 2010B Bonds and the Series 2010C Bonds in full, all in accordance with an Escrow Deposit Agreement, to be dated as of the date of issuance and delivery of the Series 2019 Bonds, to be entered into between the Authority and the Escrow Agent (the “**Escrow Deposit Agreement**”). Additionally, in accordance with the provisions of this Resolution, the Escrow Agent will also be appointed as bond registrar and paying agent for the Series 2010B Bonds and the Series 2010C Bonds in order to call and redeem the Series 2010B Bonds and the Series 2010C Bonds.

15. The Authority shall give not less than five days written notice to the registered owner of the Series 2018 Bond that the Series 2018 Bond shall be optionally prepaid and redeemed in full on the date of the issuance and delivery of the Series 2019 Bonds. Money on deposit in the Sinking Fund created by the Series 2018 Resolution together with any proceeds of the Series 2019 Bonds necessary for the prepayment in full and redemption of the Series 2018 Bond shall be paid to the registered owner of the Series 2018 Bond on the date of the issuance and delivery of the Series 2019 Bonds.

NOW, THEREFORE, BE IT RESOLVED by the Columbus Building Authority, legally constituted and acting as an instrumentality and a public corporation of the State of Georgia, in a public meeting lawfully called and assembled, and it is hereby resolved by authority of the same that all actions of the Authority contemplated herein are determined to be in furtherance of the purposes of the Authority and desirable for the use of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions, and that:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION

Section 101. Definitions of Certain Terms. In addition to the words and terms elsewhere defined in this Resolution, the following words and terms used herein shall have the following meanings:

“2010 Projects” means the facilities financed with proceeds from the Series 2010 Bonds described in paragraph 3 of the Preamble.

“2010 Resolution” shall have the meaning given to such term in paragraph 3 of the preamble of this Resolution.

“2019 Escrow Deposit Agreement” means the 2019 Escrow Deposit Agreement, dated as of the date of issuance and delivery of the Series 2019 Bonds, to be entered into between the Authority, Columbus, and the Escrow Agent, the form of which is attached to this Resolution as Exhibit C.

“2019 Facilities” means the 2010 Projects and the 2018 Projects, the legal descriptions for which are attached to the 2019 Lease.

“2019 Lease” means the 2019 Lease Contract, dated as of the date of issuance and delivery of the Series 2019 Bonds, between the Authority, as Lessor, and Columbus, as Lessee, as the same may be amended to add or delete parcels or tracts of land comprising the 2019 Facilities, the form of which is attached to and made a part of this Resolution as Exhibit B.

“2019 Sinking Fund” means the fund described in Section 502.

“2019 Sinking Fund Custodian” means Synovus Bank.

“Additional Rent” means the additional rent described in Section 5.04 of the 2019 Lease.

“Authentication Agent” means the Finance Director of Columbus.

“Authority” means the Columbus Building Authority, a body corporate and politic, which is an instrumentality and a public corporation of the State of Georgia, and any other public corporation, entity, body or authority to which is hereafter transferred or delegated by law the duties, powers, authorities, obligations or liabilities of the present Authority, either in whole or in relation to the 2019 Lease.

“Authorized Authority Representative” means the person or persons at the time designated to act on behalf of the Authority by written certificate furnished to the Lessee, containing the specimen signature of each such person, signed on behalf of the Authority by its Chairman.

“Authorized Lessee Representative” means the person or persons at the time designated to act on behalf of the Lessee by written certificate furnished to the Authority, containing the 2019 Bond Resolution

specimen signature of each such person, signed on behalf of the Lessee by its Mayor or City Manager.

“Basic Rent” means all sums required to be paid on the dates and in the amounts set forth in the 2019 Lease executed in connection with the issuance of the Bonds, which sums shall be sufficient to pay the principal of and interest on the Bonds as the same become due and payable.

“Bond Counsel” shall mean an attorney at law or a firm of attorneys, designated by the Authority, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivision, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Bond Date” means the date of the original issuance and delivery of the Series 2019 Bonds.

“Bond Registrar” means the Finance Director of Columbus.

“Bondholder,” “Bondholders,” “holder,” “Holder,” or “owner of the Bonds” means the registered owner of any Bond.

“Bondowner” or “Owner” or “Registered Owner” means the registered owner of any Bond or its assigns and does not mean any beneficial owner of the Bonds whether through the book-entry only system of DTC or otherwise.

“Bonds” means, collectively, the Series 2019 Bonds and from and after the issuance of any Parity Bonds, unless the context clearly indicates otherwise, such Parity Bonds.

“Business Day” means a day on which banks located in the city in which the office of the Paying Agent is located, and banks in New York, New York, are not required or authorized by law or executive order to remain closed.

“Cede & Co.” means Cede & Co., the nominee of DTC or any successor nominee of DTC with respect to the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Columbus” and **“Columbus, Georgia,”** and other terms making reference thereto, mean the present government of Columbus, Georgia, and the governing body thereof and any successor or successors in office to said governing body or any person, body or authority to whom or to which may hereafter be delegated by law the duties, powers, authority, obligations or liabilities of the present body, either in whole or in relation to the 2019 Lease.

“Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by Columbus and dated the date of issuance and delivery of the Series 2019 Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

“**DTC**” means The Depository Trust Company, a New York corporation, its successors and assigns.

“**DTC Participant**” means securities brokers and dealers, banks, trust companies, clearing corporations and certain other corporations which have access to the DTC system.

“**Escrow Agent**” means Regions Bank, Atlanta, Georgia.

“**Finance Director**” means the Finance Director of Columbus.

“**Government Obligations**” means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

“**Interest Payment Date**” means January 1 and July 1 in each year beginning January 1, 2020, the dates in each year on which interest shall be paid on the Bonds.

“**Lessee**” means Columbus.

“**O.C.G.A.**” means Official Code of Georgia Annotated.

“**Outstanding**” or “**Bonds Outstanding**” means all Bonds which have been executed and delivered pursuant to this Resolution except:

- (a) Bonds canceled because of payment;
- (b) Bonds for the payment of which funds or securities in which such funds are invested shall have been theretofore deposited with a duly designated Paying Agent for the Bonds (whether upon or prior to the maturity date of any such Bonds); and
- (c) Bonds in lieu of which other Bonds have been executed and delivered under Section 206 of this Resolution.

“**Parity Bonds**” means any revenue bonds which may be issued on a parity with the Series 2019 Bonds in accordance with the terms of this Resolution.

“**Participating Underwriter**” shall have the meaning ascribed thereto in the Continuing Disclosure Certificate.

“**Paying Agent**” means the Finance Director of Columbus.

“**Record Date**” means the 15th day of the calendar month preceding each Interest Payment Date.

“**Resolution**” or “**2019 Resolution**” means this bond resolution, including any supplements or amendments hereto.

2019 Bond Resolution

“Series 2010A Bonds” means the COLUMBUS BUILDING AUTHORITY CAPITAL IMPROVEMENT AND REFUNDING LEASE REVENUE BONDS, SERIES 2010A.

“Series 2010B Bonds” means the COLUMBUS BUILDING AUTHORITY CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B.

“Series 2010C Bonds” means the COLUMBUS BUILDING AUTHORITY CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C.

“Series 2018 Bond” means the COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2018

“Series 2019 Bonds” means the COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019, to be issued pursuant to the terms of this Resolution in an aggregate principal amount of \$75,565,000.

“State” means the State of Georgia.

Section 102. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “herein-before,” “hereinafter” and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution;

(d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

ARTICLE II AUTHORIZATION, TERMS AND FORM OF BONDS

Section 201. Designation and Authorization of Bonds. Revenue bonds designated COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019, in the aggregate principal amount of \$75,565,000, are hereby authorized to be issued for the purposes aforesaid pursuant to the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, *et seq.*, the Constitution of the State of Georgia, the general laws of the State of Georgia, the laws of the State of Georgia relating to the Authority and pursuant to this Resolution, and all the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Bonds without preference, priority or distinction as to the charge, lien or otherwise of any one Bond over any other Bond.

Section 202. Maturities, Interest Payment Dates, Date, Denominations, and Other Particulars of the Bonds.

(a) The Series 2019 Bonds dated as of the date of issuance and delivery (the “**Bond Date**”), shall bear interest at the rates set out below, payable semi-annually on the first days of January and July (each an “**Interest Payment Date**”) in each year, beginning January 1, 2020, and shall mature on January 1 in the years and in the amounts as follows:

Principal Amount	Due in the Year	Interest Rate	Principal Amount	Due in the Year	Interest Rate
\$1,115,000	2020	5.000%	\$3,565,000	2031	5.000%
2,710,000	2021	5.000	3,735,000	2032	3.000
2,840,000	2022	5.000	3,845,000	2033	3.000
2,980,000	2023	5.000	3,955,000	2034	4.000
3,125,000	2024	5.000	4,105,000	2035	2.500
3,285,000	2025	5.000	4,200,000	2036	2.625
3,445,000	2026	5.000	4,305,000	2037	2.625
3,610,000	2027	5.000	4,415,000	2038	2.750
3,785,000	2028	5.000	4,530,000	2039	2.750
3,975,000	2029	5.000	4,645,000	2040	2.750
3,395,000	2030	5.000			

The Series 2019 Bonds as originally issued shall be lettered and numbered from R - 1 upward in order of maturity according to the records maintained by the Bond Registrar, and shall be dated as of their date of issuance and delivery.

(b) Each Bond shall, except as provided in this Section, bear interest from the Interest Payment Date next preceding the date of authentication of such Bond to which interest on the Bonds has been paid, unless (i) such date of authentication is an Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date, (ii) such date of authentication of such Bond is after the Record Date with respect to an Interest Payment Date and prior to such Interest Payment Date, in which case from such Interest Payment Date, or (iii) no interest has been paid on the Bonds, in which case from the Bond Date.

(c) The person in whose name any Bond is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name outstanding Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the holders of the Bonds not less than 30 days preceding such subsequent date of record.

(d) The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Bonds shall be payable upon the presentation and surrender of the same at the designated corporate trust office of the Paying Agent. The interest on the Bonds shall be paid by check or draft mailed by the Paying Agent on the date said interest is due by first class mail to the respective owners of the Bonds at their addresses as they appear on the bond register kept by the Bond Registrar or by wire transfer to the registered owner of Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary.

(e) The Bonds shall be issued as fully registered bonds in the denomination of \$5,000 in principal amount or any integral multiple thereof and substantially in the form described in Section 211 and attached as Exhibit A to this Resolution, with such variations, omissions, substitutions and insertions as are therein required or permitted.

Section 203. Execution of Bonds.

(a) Pursuant to the provisions of O.C.G.A. § 36-82-140, the Bonds will be executed with the manually executed or engraved, imprinted, stamped or otherwise reproduced facsimile of the signature of the Chairman of the Authority and the facsimile seal of the Authority will be imprinted or otherwise reproduced and attested by the manually executed or facsimile signature of the Secretary of the Authority. The Bonds will be issued in fully registered form.

(b) In case any officer whose facsimile signature shall appear on the Bonds shall cease to be such officer before delivery of the Bonds, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until delivery, and the Bonds may, nevertheless, be issued and delivered as though the person whose signature appears on the Bonds had not ceased to be such officer. Any of the Bonds may be executed and sealed on behalf of the Authority by the facsimile signatures of such officers who may, at the time of the execution of the Bonds, hold the proper offices of the Authority although on the date of the Bonds or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

Section 204. Authentication of Bonds. Each Bond shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Bonds as shall bear thereon such certificate

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of authentication shall be entitled to any right or benefit under this Resolution and no Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Authentication Agent and such certificate of the Authentication Agent shall be conclusive evidence that the Bond so authenticated has been duly authenticated, registered and delivered under the Resolution and that the owner thereof is entitled to the benefits of the Resolution. The Authentication Agent's certificate of authentication on any Bond shall be deemed to have been executed by the Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative, but it shall not be necessary that the same officer or authorized representative sign the certificate of authentication on all the Bonds.

Section 205. Mutilated, Destroyed or Lost Bonds.

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Authority will execute and deliver a new Bond of like tenor as that mutilated, lost, stolen or destroyed, provided that, in the case of any such mutilated Bond, such Bond is first surrendered to the Bond Registrar and, in the case of any such lost, stolen or destroyed Bond, there is first furnished evidence of such loss, theft or destruction satisfactory to the Authority, together with indemnity satisfactory to the Authority. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. All responsibility with respect to the issuance of any such new bonds shall be on the Bond Registrar and not on the Clerk of the Superior Court whose signature shall appear on the validation certificate, and said Clerk shall have no liability in the event of an over-issuance occurs. In the event any such Bond shall have matured or become due, in lieu of issuing a duplicate Bond the Authority may pay such Bond without surrender thereof.

(b) In executing a new Bond as provided for in this Section 205, the Authority may rely conclusively upon a representation of the Bond Registrar that the Bond Registrar is satisfied with the adequacy of the evidence presented concerning the mutilation, loss, theft or destruction of any Bond.

Section 206. Persons Treated as Owners of Bonds. The Authority and its agents, including the Paying Agent and Bond Registrar, may deem and treat the registered owner of any Bond as the absolute owner of such Bond for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium, if any, and interest made to any such owner or upon such owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor any such agent shall be affected by any notice to the contrary.

Section 207. Validation Certificate. A validation certificate of the Clerk of the Superior Court of Muscogee County, State of Georgia, properly executed by said Clerk will be endorsed on each Bond and will be essential to its validity.

Section 208. Book-Entry Only System. The Bonds are hereby authorized to be issued in book-entry only form, with no physical distribution of Bonds made to the public. If Bonds are issued as book-entry bonds, the following procedures shall apply thereto:

The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond of each series certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be deposited with DTC.

Purchases of the Bonds under the DTC system must be made by or through Direct Participants (which include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations), which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (a "Beneficial Owner") is in turn to be recorded on the records of the Direct Participants and others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments on the Bonds will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City, the Authority or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, the City or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City, the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

If (a) DTC determines not to continue to act as securities depository for the Bonds or (b) the City and the Authority determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect the interests of the City, the Authority or the Beneficial Owners of the Bonds, the City and the Authority shall discontinue the book-entry system with DTC. If the City or the Authority fails to identify another qualified securities depository to replace DTC, the City or the Authority will cause the Paying Agent to authenticate and deliver replacement Bonds in the form of fully registered Bonds to each Beneficial Owner.

If a book-entry system of evidence and transfer of ownership of the Bonds is discontinued pursuant to the provisions of this Section, the Bonds shall be delivered solely as fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple thereof, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged and canceled pursuant to the provisions of Article II hereof. In addition, the City or the Authority will pay all costs and fees associated with the printing of the Bonds and issuance of the same in certificated form.

SO LONG AS CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS NOMINEE FOR DTC, IS THE SOLE BONDHOLDER, THE CITY, THE AUTHORITY AND THE BOND REGISTRAR WILL TREAT CEDE & CO. OR SUCH OTHER NOMINEE AS THE ONLY OWNER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING, AND REQUESTING OR DIRECTING THE CITY, THE AUTHORITY OR THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE RESOLUTION. THE CITY AND THE AUTHORITY HAVE NO RESPONSIBILITY OR OBLIGATION TO THE DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT TO ANY DIRECT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO BONDHOLDERS; OR (D) OTHER ACTION TAKEN BY DTC OR CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS OWNER.

If the Bonds are issued as book-entry bonds, the form of the Bonds shall contain the following text:

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Authority or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR

OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Authority has established a Book Entry system of registration for this Bond. Except as specifically provided otherwise in the hereinafter defined Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Bond on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Bond shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Bond, will be treated as the owner of this Bond for all purposes.

Section 209. Delivery of Bonds. The Authority shall execute the Bonds and deliver them to the Bond Registrar, and the Bond Registrar shall authenticate the Bonds and deliver them to the purchaser or purchasers as shall be designated by the Authority.

Section 210. Destruction of Canceled Bonds. All Bonds paid, purchased or redeemed, either at or before maturity, shall be canceled and delivered to the Bond Registrar when such payment is made. All Bonds so canceled shall be destroyed upon their delivery to the Bond Registrar in accordance with the practice then prevailing with the Authority and record of such destruction shall be made and preserved in the permanent records of the Authority.

Section 211. Form of Bonds. The Series 2019 Bonds and the certificate of validation and certificate of authentication to be endorsed thereon will be in substantially the terms and form as set forth in Exhibit A. Such variations, omissions, substitutions and insertions may be made as required to complete properly each Bond and as may be approved by the officer or officers executing each Bond by facsimile signature, which approval shall be conclusively evidenced by such execution.

[END OF ARTICLE II]

ARTICLE III REDEMPTION OF BONDS BEFORE MATURITY

Section 301. Optional Redemption. The Series 2019 Bonds maturing on January 1, 2030 and thereafter may be redeemed by the Authority prior to their respective maturities at the option of Columbus, in whole or in part (maturities of the Series 2019 Bonds to be designated by Columbus) at any time, beginning January 1, 2029, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

Section 302. [Reserved].

Section 303. Notice of Redemption. Notice of any optional redemption of Bonds pursuant to this Article shall be given by Bond Registrar and Paying Agent one time not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Holders of each of the Bonds being called for redemption by first class, registered or certified mail as the Paying Agent shall determine is necessary at the address shown on the register of the Bond Registrar as of 45 days prior to the date fixed for redemption. Said notice shall contain the complete official name of the Bonds, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Bonds, interest rate and maturity date. Said notice shall also be given by certified mail, return receipt requested, not less than 30 days nor more than 60 days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System or as may be required by applicable law or regulation at the time of giving such notice. No transfer or exchange of any Bonds so called for redemption shall be allowed. In the event any Holder of any Bond being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Bond within sixty days after the date fixed for redemption, a second notice of the redemption of such Bond shall be given to said owner at the address of said owner as shown on the bond register of the Bond Registrar within ninety days after the date fixed for redemption. The failure of the Paying Agent to give such notice shall not affect the validity of the proceedings for the redemption of any Bond as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 304. Manner of Redemption. Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. In the case of Bonds of denominations greater than \$5,000, if less than all of such Bonds of a single maturity then outstanding are to be called for redemption then for all purposes in connection with redemption, each \$5,000 of face value shall be treated as though it were a separate Bond in the denomination of \$5,000. If it is determined that one or more, but not all of the \$5,000 units of face value represented by any Bond are to be called for redemption, then upon notice of the intention to redeem such \$5,000 unit or units, the owner of such Bond shall forthwith surrender such Bond to the Paying Agent for payment of the redemption price (including the redemption premium, if any, and interest to the date fixed for redemption) of the \$5,000 unit or units of face value called for redemption and there shall be issued to the registered owner thereof, without charge therefor, fully registered Bonds for the unredeemed balance of the principal amount thereof, in any of the authorized denominations. If the owner of any such Bond of a denomination greater than \$5,000 shall fail to present such

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Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only); interest shall cease to accrue on the portion of the principal amount of such Bond represented by such \$5,000 unit or units of face value on and after the date fixed for redemption and (funds sufficient for the payment of the redemption price having been deposited with the Paying Agent and being available for the redemption) such Bond shall not be entitled to the benefit and security of this Resolution to the extent of the portion of its principal amount (and accrued interest thereon to the date fixed for redemption) represented by such \$5,000 unit or units.

Section 305. Effect of Redemption Call. Notice having been given in the manner and under the conditions prescribed herein, and money for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Bonds or the portion thereof so called for redemption shall, on the redemption date designated in such notice, become and be due and payable at the redemption price provided for redemption of such Bonds on such date. Interest on the Bonds or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless default shall be made in payment of the redemption price thereof upon presentation and surrender thereof. Such Bonds shall cease to be entitled to any lien, benefit or security under this Resolution and the owners of such bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof and such bond or the portion thereof so called shall not be considered to be outstanding. Upon surrender of such bond paid or redeemed in part only, the Authority shall execute and the Bond Registrar shall deliver to the owner thereof, at the expense of Columbus, a new Bond or Bonds of the same type and series, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Bond.

Section 306. Redemption of Parity Bonds. Parity Bonds may be made subject to redemption either mandatorily or at the option of the Authority prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Bonds. In the event Parity Bonds are hereafter issued, such Parity Bonds of any such future issue or issues may be redeemed in whole or in part before the maturity of the Bonds, subject to the 2019 Sinking Fund requirements herein prescribed, and subject to the call provisions of such future Parity Bond series; provided, however, the Authority is not restricted hereby from acquiring as a whole, by redemption or otherwise, all Outstanding Bonds of all such issues from any money which may be available for that purpose.

Section 307. Purchase of Bonds in Open Market. Nothing herein contained shall be construed to limit the right of the Authority at the direction of Columbus to purchase Bonds in the open market, at a price not exceeding the then applicable redemption price of the Bonds to be acquired, or at par and accrued interest for Bonds not then subject to redemption, from funds in the 2019 Sinking Fund, subject to the 2019 Sinking Fund requirements herein prescribed. Any such Bonds so purchased shall not be reissued and shall be canceled.

[END OF ARTICLE III]

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ARTICLE IV APPLICATION OF PROCEEDS; REFUNDING AND PREPAYMENT

Section 401. Application of Proceeds of Series 2019 Bonds; Refunding and Prepayment. The proceeds derived from the sale of the Series 2019 Bonds, including premium, if any, shall be applied by the Authority, concurrently with the delivery of the Series 2019 Bonds to the initial purchaser or purchasers thereof, as follows:

(a) an amount shall be deposited with the Escrow Agent, and applied in accordance with the provisions of the 2019 Escrow Deposit Agreement, sufficient for purposes of refunding and redeeming the Series 2010B Bonds and the Series 2010C Bonds;

(c) an amount shall be paid to the owner of the Series 2018 Bond sufficient for the prepayment and redemption of the Series 2018 Bond; and

(b) from the balance of the proceeds of the Series 2019 Bonds, to the extent not paid or reimbursed by the purchaser of the Series 2019 Bonds, all costs and expenses in connection with the issuance and sale of the Series 2019 Bonds, including without limitation the fees and expenses of accountants, attorneys, and financial advisors, shall be paid by the Authority to those persons who shall be entitled to receive the same. When all such costs and expenses shall have been paid, should there then be remaining any balance of the proceeds from the sale of the Series 2019 Bonds, such balance shall be deposited in the 2019 Sinking Fund and used, to the extent practicable and feasible, for the purchase and retirement of Series 2019 Bonds or applied against the payment of Basic Rent.

Section 402. Refunding of Series 2010B Bonds and Series 2010C Bonds. The Series 2010B Bonds and Series 2010C Bonds shall be refunded through provision for their payment and redemption, as provided in this Article IV. The funds deposited with the Escrow Agent from proceeds of the sale of the Series 2019 Bonds will be applied to the purchase of the Investment Securities described in the 2019 Escrow Deposit Agreement, which funds and Investment Securities and earnings thereon shall be sufficient to pay the principal of, premium, if any, and interest on the Series 2010B Bonds and the Series 2010C Bonds in the amounts and on the dates set forth in the 2019 Escrow Deposit Agreement.

Section 403. Excess Money. Any money which remains with the Escrow Agent after all items payable therefrom have been paid or sufficient money has been reserved to make such payment, shall be paid to Columbus.

Section 404. Lien on Escrow Funds. The owners of the Series 2010B Bonds and the Series 2010C Bonds shall have an express lien on all deposits on the funds deposited with the Escrow Agent until paid out, used and applied in accordance with the terms of the 2019 Escrow Deposit Agreement.

Section 405. Termination of Rights. (a) The Authority acknowledges and intends that by virtue of the deposit with the Escrow Agent as described in Section 401(a), the Series 2010B Bonds and the Series 2010C Bonds shall be deemed to have been paid and that consequently, the lien of the Series 2010B Bonds and the Series 2010C Bonds created by the 2010 Resolution on

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the revenues of the 2010 Projects securing payment of such bonds, except for the provisions of the 2010 Resolution pertaining to the registration and exchange of the Series 2010B Bonds and the Series 2010C Bonds issued thereunder and the replacement of lost, destroyed or mutilated Series 2010B Bonds or Series 2010C Bonds, and except as specifically reserved in this Article III, shall have ceased, terminated, and become void.

(b) The Authority acknowledges and intends that by virtue of the payment to the owner of the Series 2018 Bond as described in Section 401(b), the Series 2018 Bond shall be deemed to have been paid and that consequently, the lien of the Series 2018 Bond created by the 2018 Resolution on the revenues of the 2018 Projects securing payment of such bonds, shall have ceased, terminated, and become void.

[END OF ARTICLE IV]

ARTICLE V
APPLICATION OF REVENUE;
FLOW OF FUNDS; PARITY BONDS; DEFEASANCE

Section 501. Bonds as Limited Obligations of the Authority. The Bonds are limited obligations of the Authority payable solely from the special funds and accounts established under this Resolution derived from proceeds received from the sale of the Bonds and from the revenue, rents, and other amounts received by the Authority under the 2019 Lease.

Section 502. 2019 Sinking Fund.

(a) There is hereby created and the Authority will maintain, for so long as any of the Bonds remain outstanding and unpaid or provision for the payment thereof has not been made in accordance with the provisions hereof, a special fund designated COLUMBUS BUILDING AUTHORITY 2019 SINKING FUND (the "2019 Sinking Fund").

(b) So long as any of the principal of or interest on the Bonds remains outstanding and unpaid, the Authority will cause to be paid by the Lessee, directly to the 2019 Sinking Fund, the Basic Rent for which provision is made in the 2019 Lease for the purpose of paying the principal of and interest on the Bonds. The 2019 Sinking Fund will be used only for payment of the principal of and interest on the Bonds as the same shall become due without preference or priority of any one Bond over any other Bond.

(c) Nothing herein shall be construed so as to prohibit the Authority from maintaining directly or through the Finance Director a consolidated fund for outstanding Bonds provided that accurate and complete records are maintained at all times to show the amount within such consolidated fund credited to the 2019 Sinking Fund.

Section 503. Disbursements from 2019 Sinking Fund. Subject to the terms and conditions of this Resolution, money in the 2019 Sinking Fund will be disbursed for (a) the payment of interest on the Bonds as such interest falls due, (b) the payment of the principal on the Bonds, (c) the redemption of Bonds before maturity at the price and under the conditions provided therefor in Article III hereof, and (d) the purchase, at prices not to exceed par and accrued interest, and retirement of the Bonds before their maturity.

Section 504. Bonds Constitute First Lien. All payments of Basic Rent due under the 2019 Lease and all money in the 2019 Sinking Fund are pledged to the payment of the principal of and interest on the Bonds and shall be subject to and there is hereby created thereon a first and prior charge or lien for the purpose of paying the principal of and interest on the Bonds.

Section 505. Pledge Binding on All Parties. All Basic Rent so pledged shall immediately be subject to the charge or lien created in Section 504 without any physical delivery thereof or further act and such pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority whether such claims shall have arisen in contract, tort or otherwise and irrespective of whether such parties have notice thereof.

Section 506. Priority of Bonds Preserved. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the 2019 Facilities prior to the charge or lien herein created for the payment of the Bonds.

Section 507. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the land and other property comprising the 2019 Facilities *pari passu* with the Series 2019 Bonds herein authorized for the specific purpose of financing improvements or additions, real or personal, to any portion of the 2019 Facilities, provided all the following conditions are met:

(a) The payments covenanted to be made hereunder have been and are being made as required;

(b) The Authority and Columbus shall enter into an amendment to the 2019 Lease, reaffirming and extending through the final maturity of the Parity Bonds then proposed to be issued all applicable covenants, terms and provisions of the 2019 Lease. Under the terms of such amendment Columbus shall obligate itself to pay to the Authority amounts sufficient to pay the principal of and the interest on the Bonds then outstanding and on the Parity Bonds then proposed to be issued, and for the payment of the reasonable fees and charges of the Paying Agent and Bond Registrar, if any, less the interest and principal requirements on any bonds or obligations to be paid or redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued.

(c) The Authority shall pass proper proceedings reciting that all of the above requirements have been met and authorizing the issuance of such Parity Bonds and shall provide in such proceedings, among other things, for the date, the rate or rates of interest, maturity dates and redemption provisions, if any, which such Parity Bonds shall bear. The interest on any such Parity Bonds shall fall due on the Interest Payment Dates in each year, and the Parity Bonds shall mature in annual installments on either Interest Payment Date, but not necessarily in each year or in equal installments.

(d) Any such proceeding or proceedings shall require the payments then being made for deposit into the 2019 Sinking Fund to be increased to the extent necessary to pay the principal of and interest on the Outstanding Bonds and on the Parity Bonds proposed to be issued, less the principal and interest requirements on any bonds or obligations to be redeemed from any or all of the funds to be made available by the sale of the Parity Bonds proposed to be issued. Any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions and provisions of this Resolution.

(e) Such Parity Bonds and all proceedings relative thereto, and the security therefor, shall be validated as prescribed by law.

Section 508. Bonds to be Canceled on Payment. All Bonds paid or purchased, either at or before maturity, shall be canceled when payment therefor is made. Canceled Bonds shall be delivered to the Authority, and such Bonds so canceled shall be mutilated and destroyed. A record of such mutilation and destruction shall be preserved in the records of the Authority.

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Section 509. Defeasance.

(a) Any funds paid to or received by the Authority at any time for the purchase and retirement of Bonds shall be placed in a special fund to be created by the Authority and applied to such purpose as far as possible in the same manner that funds in the 2019 Sinking Fund are applied. If and when sufficient funds are deposited in such special fund to pay all Outstanding Bonds, including interest due or to become due thereon together with the reasonable charges and fees of the Paying Agent and Bond Registrar, such deposit shall constitute payment in full of the Bonds.

(b) Bonds shall also be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Bonds,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose, (A) sufficient money, and/or (B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity, the principal of and the interest on which money and/or Government Obligations when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium, if any, on such Bonds, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Bond Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Bonds or there shall be sufficient money deposited with the Bond Registrar and Paying Agent to make said payments; and

(iii) unless all Bonds being defeased pursuant to this Section 509 are to mature or be redeemed within the next 60 days, the Authority shall have given the Bond Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the Owners of such Bonds, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 509 has been made and that such Bonds are deemed to have been paid in accordance with this Section 509.

(c) In addition to the foregoing provisions of this Section 509, the lien of this Resolution as to all Bonds which are being defeased shall only be discharged pursuant to this Section 509 if the Authority delivers an opinion of bond counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 509 have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Bonds from federal income taxation.

(d) In the event provision for the payment in full of all Outstanding Bonds is to be made at the same time, the funds for such payment may be deposited to and such Bonds may be redeemed or paid from the 2019 Sinking Fund.

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(e) After provision shall have been made for the payment of all Bonds and the interest thereon and all expenses and charges herein required to be paid, any balance attributable solely to the Bonds and remaining in such fund shall be paid to the Lessee.

(f) At such time as payment in full of Bonds shall be accomplished in accordance with the provisions of this Section, the lien of such Bonds created by this Resolution on the revenues of the 2019 Facilities securing such payment shall be discharged, and such Bonds shall no longer be considered to be outstanding for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

[END OF ARTICLE V]

**ARTICLE VI
DEPOSITORIES OF FUNDS AND SECURITY FOR DEPOSITS;
AUTHORIZED INVESTMENTS**

Section 601. Funds Constitute Trust Funds. All money deposited in any fund created hereby shall constitute trust funds for which the Authority shall be responsible as trustee and will be applied in accordance with the terms hereof and for the purposes set forth herein and will not be subject to lien or attachment by any creditor of the Authority, and, except as otherwise provided herein, all funds received by the Authority under the terms hereof, subject to the giving of security as hereinafter provided, will be deposited with a depository in the name of the Authority.

Section 602. Deposits in Excess of FDIC Guarantee. No money belonging to any of the funds created hereunder will be deposited or remain on deposit with any depository or custodian in an amount in excess of the amount guaranteed or insured for public bodies by the Federal Deposit Insurance Corporation or other agency of the United States of America which may succeed to the functions of said corporation unless such depository shall have pledged, for the benefit of the Authority and the owners of the Bonds as collateral security for the money deposited, Government Obligations, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable Georgia law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable Georgia law.

Section 603. Designation of Bond Registrar, Paying Agent, 2019 Sinking Fund Custodian.

(a) The Finance Director of Columbus is hereby designated the Bond Registrar and Paying Agent for the Bonds. Synovus Bank is hereby designated as the Sinking Fund Custodian.

(b) A successor Bond Registrar and Paying Agent or depository for or custodian of any fund or account may, from time to time, be designated provided such successor agrees to comply with all of the provisions of this Resolution. During such time as the Paying Agent is a bank or trust company, any corporation into which the Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Paying Agent may be transferred, shall, subject to the terms of this Resolution, be Paying Agent under this Resolution without further act.

Section 604. Investment of Funds.

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed or sold, and the proceeds thereof, including interest, principal, and premium, if any, shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the Fiscal Year next preceding the determination of value. Money in each respective fund and all authorized investments held in and for such fund,

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and the income therefrom, are hereby pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) The Authorized Authority Representative at any time and from time to time may direct any depository or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 605 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 605. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund.

Section 605. Authorized Investments. Money in the Sinking Fund may be invested by the Sinking Fund Custodian, at the direction of the Authorized Authority Representative, in the following investments if and to the extent the same are at the time legal for investment of such money:

(i) any of the following investments (presently authorized by O.C.G.A. § 36-80-3 and O.C.G.A. § 36-83-4), if and to the extent the same are at the time legal for investment of such money:

(A) Obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

(B) Obligations of any corporation of the United States government;

(C) Bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states;

(D) Obligations of other political subdivisions of the State;

(E) Certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured;

(F) Prime bankers' acceptances;

(G) Repurchase agreements; and

(H) The local government investment pool established by O.C.G.A. § 36-83-8; and

(ii) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds.

Section 606. Paying Agent Instructions. Not less than two business days prior to any Interest Payment Date, the Paying Agent shall ascertain whether amounts sufficient to make the interest and/or principal payment due on the Bonds on such Interest Payment Date are on deposit in the 2019 Sinking Fund, and, if so, shall make appropriate arrangements with the 2019 Sinking Fund Custodian for the transfer of such sufficient amount to the Paying Agent in order to effect timely payment of the Bonds on such Interest Payment Date in accordance with the terms thereof. In the event amounts on deposit in the 2019 Sinking Fund are insufficient to make the payment due on any Interest Payment Date as aforesaid, the Paying Agent shall immediately notify the Authority, and the Authority shall deposit to the 2019 Sinking Fund the amounts necessary to pay the amounts due on said Interest Payment Date.

Section 607. Paying Agent. So long as the Bonds are Book-Entry Bonds, the Finance Director may perform the duties and responsibilities of Paying Agent hereunder, unless and until the Finance Director designates a separate Paying Agent in accordance with this Article VI. The Finance Director shall act as Authentication Agent, Bond Registrar, and Paying Agent for the Bonds, provided that so long as the Finance Director is serving as the Paying Agent, the Finance Director shall perform the duties and responsibilities of the Authentication Agent. The Authority shall appoint any succeeding Paying Agent for the Bonds, subject to the conditions set forth in Section 608 hereof. The Paying Agent, if it is other than the Finance Director, shall designate to the Finance Director its designated corporate trust office for all purposes hereof and signify its acceptance of the duties imposed upon it hereunder by a written instrument of acceptance delivered to the Authority under which the Paying Agent will agree, particularly:

(i) to hold all sums held by it for the payment of the principal of and interest on the Bonds in trust for the benefit of the holders of the Bonds until such sums shall be paid by it to such holders of the Bonds or otherwise disposed of as herein provided;

(ii) to authenticate and cancel Bonds as provided herein;

(iii) to perform its obligations under Article II of this Resolution; and

(iv) to keep such books and records relating to its duties as Paying Agent as shall be consistent with prudent industry practice and to make such books and records available for inspection by the Finance Director at all reasonable times.

The Finance Director shall cause the necessary arrangements to be made and to be thereafter continued whereby:

(a) funds derived from the sources specified in this Resolution will be made available at the designated corporate trust office of the Paying Agent for the timely payment of principal of and interest on the Bonds;

(b) Bonds shall be made available for authentication, exchange and registration of transfer by the Paying Agent at the designated corporate trust office of the Paying Agent; and

(c) the Paying Agent shall be furnished such records and other information, at such times, as shall be required to enable the Paying Agent to perform the duties and obligations imposed upon it hereunder.

Section 608. Qualifications of Paying Agent; Resignation; Removal.

(a) The Paying Agent shall be the Finance Director or a commercial bank or national banking association with trust powers or trust company duly organized under the laws of the United States of America or any state or territory thereof, having a combined capital stock, surplus and undivided profits of at least \$10,000,000 and authorized by law to perform all the duties imposed upon it by this Resolution. The Paying Agent, if other than the Finance Director, may at any time resign and be discharged of the duties and obligations created by this Resolution by giving at least 60 days' notice to the Finance Director. The Paying Agent, if other than the Finance Director, may be removed at any time by an instrument, signed by the Finance Director or the City Manager, filed with such Paying Agent.

(b) In the event of the resignation or removal of the Paying Agent, the Paying Agent, prior to its resignation or removal, shall deliver any money and any Bonds and its related books and records held by it in such capacity to its successor, or, if there be no successor, to Columbus.

[END OF ARTICLE VI]

ARTICLE VII PARTICULAR COVENANTS OF THE AUTHORITY

Section 701. Pledge of Security; Payment of Bonds. The Bonds are limited obligations of the Authority and the Authority will pay or cause to be paid promptly the principal of and the interest on the Bonds at the place, on the dates, and in the manner herein specified according to the true intent and meaning thereof. There are hereby pledged and assigned for the payment of the principal of and interest on the Bonds, subject to the provisions hereof permitting the application thereof for the purposes and on the terms and conditions set forth herein, (i) the proceeds from the sale of the Series 2019 Bonds, (ii) the 2019 Lease, including the revenues and other receipts of the Authority derived from the 2019 Lease, (iii) the funds established by this Resolution, including the investments, if any, thereof, and (iv) any insurance proceeds and condemnation awards payable to the 2019 Sinking Fund in accordance with the provisions of the 2019 Lease. No Bond issued hereunder shall constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Authority other than such revenue.

Section 702. Basic Rent to be Deposited Directly to 2019 Sinking Fund. So long as the 2019 Lease shall remain in effect, the Authority covenants that it will cause the Basic Rent due under the 2019 Lease to be deposited directly to the 2019 Sinking Fund

Section 703. Performance of Covenants. The Authority will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution, in any and every Bond executed and delivered hereunder, and in all proceedings pertaining thereto. The Authority is duly authorized under the Constitution and laws of the State of Georgia to issue the Bonds and to execute the 2019 Lease and to pledge the Basic Rent paid under the 2019 Lease and other amounts hereby pledged in the manner and to the extent herein set forth. All action on the part of the Authority for the adoption of this Resolution has been duly and effectively taken, and the Bonds in the hands of the owners thereof shall be valid and enforceable obligations of the Authority according to the true intent and meaning thereof.

Section 704. Title and Instruments of Further Assurance. The Authority has not made, done, executed or suffered, and will not make, do, execute or suffer, any act or thing whereby its estate or interest in and title to any of the 2019 Facilities or any part thereof is now or at any time hereafter shall or may be impaired or charged or encumbered in any manner whatsoever except as may be herein authorized. The Authority will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such instruments supplemental hereto and such further acts and instruments as may reasonably be required for the better assuring, pledging and confirming of the pledge hereby made of the revenue derived from the 2019 Lease to the payment of the principal of and interest on the Bonds.

Section 705. Recording and Filing. The Authority covenants that, solely from additional rent as provided in the 2019 Lease, it will cause the 2019 Lease and all supplements thereto to be kept, recorded and filed in such manner and in such places as may be required by law in order to preserve and protect fully the security of the Bondowners and the rights of the Authority hereunder.

Section 706. Checks, How Signed. All transfers from any fund for which provision is made herein and all payments from any such fund will be made by checks signed by the Authorized Authority Representative; provided, however, that transfers of funds for investment in accordance with Sections 604 and 605 may be made by the depository or custodian of the fund for which such investment is being made when authorization therefor is given by the Authorized Authority Representative.

Section 707. Authority Will Not Cancel 2019 Lease. The Authority will not cancel, terminate, modify or consent to the cancellation, termination or modification of the 2019 Lease except as is specifically provided, authorized or contemplated therein or herein unless and until the principal of and the interest on every Bond secured by said 2019 Lease shall have been paid in full or provision for such payment shall have been made in accordance with the provisions hereof.

As more specifically provided in the 2019 Lease any of the 2019 Facilities or property constituting a portion of any of the 2019 Facilities may be released and removed from the 2019 Lease, upon the request of Columbus; provided however, that any such removal shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the 2019 Lease.

Section 708. Tax Covenants. In order to maintain the exclusion from federal gross income of interest on the Series 2019 Bonds, the Authority covenants to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owners of the Series 2019 Bonds, the Authority agrees to comply with the provisions of a Federal Tax Certificate to be executed by an authorized officer of the Authority and delivered simultaneously with the issuance and delivery of the Series 2019 Bonds.

Section 709. Continuing Disclosure. No financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. The Authority shall have no liability to the beneficial owners of the Bonds or any other person with respect to Securities and Exchange Commission Rule 15c2-12(b)(5). Pursuant to Section 2.07 of the 2019 Lease, Columbus has undertaken all responsibility for compliance with continuing disclosure requirements, and the Authority shall have no liability to the Bondowners or any other person with respect to Securities and Exchange Commission Rule 15c2-12.

[END OF ARTICLE VII]

ARTICLE VIII REMEDIES

Section 801. Events of Default. Each of the following events is hereby declared an event of default;

(a) Payment by the Authority of the principal of any of the Bonds shall not be made when the same shall become due and payable,

(b) Payment by the Authority of interest shall not be made when the same shall become due and payable,

(c) The Authority shall, for any reason, be rendered incapable of fulfilling its obligations hereunder,

(d) An order or decree shall be entered with the consent or acquiescence of the Authority appointing a receiver or receivers of any of the 2019 Facilities or of the revenue therefrom or any proceedings shall be instituted with the consent or acquiescence of the Authority for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting claims of such creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are, under any circumstances, payable out of the revenue of the 2019 Facilities, or if such order or decree, having been entered without the consent and acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof or if such proceeding, having been instituted without such consent or acquiescence, shall not be withdrawn or any orders entered shall not be vacated, discharged or stayed on appeal, within 60 days after the institution of such proceedings or the entry of such order,

(e) Final judgment for the payment of money shall be rendered against the Authority, if such judgment, under any circumstances, is payable out of the revenue of the Authority derived from the ownership and leasing of the 2019 Facilities and any such judgment shall not be discharged within 60 days from the entry thereof or no appeal shall be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment was granted or entered in such manner so as to set aside conclusively any execution or enforcement of or levy under such judgment, order, decree or process,

(f) The Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements or provisions contained in the Bonds or in this Resolution on its part to be performed, other than as specified in (a) or (b) above, and such default shall continue for 30 days after written notice specifying such default and requiring the same to be remedied shall have been given to the Authority by the owner of any Bond unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the Authority may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action, the lien or charge hereof on any part of the revenue of the 2019 Facilities shall be

materially endangered or the 2019 Facilities or the revenue therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied, or

(g) The Lessee shall fail to perform or observe any agreement, covenant, term, condition or undertaking contained in the 2019 Lease resulting in a default thereunder.

Section 802. Remedies. Upon the happening and continuance of any event of default in any one of the ways specified in the preceding section, the registered owners of the Bonds then outstanding shall have the following rights and remedies:

(a) The owners of not less than a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the Authority, declare the principal of all Bonds then outstanding if not then due and payable, to be due and payable together with the interest thereon, and, upon such declaration, such Bonds and the interest thereon shall become and be immediately due and payable, anything in the Bonds or herein contained to the contrary notwithstanding; provided, however, that if, at any time after the principal of the Bonds shall have been so declared to be due and payable, all arrears of interest, if any, upon all Bonds then outstanding and all other indebtedness secured hereby except the principal of any Bonds not then due by their terms and the interest accrued on the Bonds since the last interest payment date, shall have been paid or such payment shall have been provided for by the deposit with the paying agent of a sum sufficient to pay the same, and every other default in the observance or performance of any covenant, condition or agreement in the Bonds or herein contained shall be made good or provisions therefor satisfactory to the owners of such Bonds shall have been made, then and in every such case, the owners of not less than a majority in principal amount of the Bonds then outstanding may, by written notice to the Authority, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right relative thereto.

(b) The registered owner of any such Bond may proceed, subject to the provisions of Section 804, with any other right or remedy independent of or in aid of the foregoing powers such as owner may deem best, including the right to secure specific performance by the Authority of any covenant or agreement herein contained, the right to protect and enforce the rights of the owners of the Bonds by suit, action or special proceedings in equity or at law in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy deemed most effectual to protect and enforce such rights, the right to the appointment, as a matter of right and without regard to the sufficiency of the security afforded hereby, of a receiver for all or any parts of the 2019 Facilities and the earnings, revenue, and income therefrom, and the right to enforce remedies afforded to Bondowners under the Georgia Revenue Bond Law. The rights herein specified are cumulative of all other available rights, remedies or powers and shall not be exclusive of any.

Section 803. Termination of Proceedings. In case any proceeding taken by the owner of any Bond on account of any default shall have been discontinued or abandoned for any reason or shall have been determined adversely to such owner, then and in every such case, the Authority and the owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the owners of the Bonds shall continue as though no such proceedings had been taken.

Section 804. Limitation on Rights. No one or more owners of the Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided herein or to enforce any right hereunder except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit and protection of all owners of such outstanding Bonds.

Section 805. Remedies Cumulative. No remedy herein conferred upon the Bondowners is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 806. Delay Not a Waiver. No delay or omission of any Bondowner to exercise any right or power accruing upon any default occurring and continuing as aforesaid shall impair any such right or power or be construed as a waiver of any default or an acquiescence therein and every power and remedy given by this Article to the owners of the Bonds may be exercised from time to time and as often as may be deemed expedient.

Section 807. Application of Revenue on Default. During the continuance of an event of default, funds and revenue received pursuant to any right given or action taken under the provisions of this Article shall be applied to the payment of principal and interest on the Bonds as follows and in the following order:

(a) prior to the principal of all the Bonds becoming due or being declared to be due and payable,

(i) to the payment to the persons entitled thereto of all interest then due in the order in which such interest became due, and

(ii) to the payment to the persons entitled thereto of the unpaid principal of any Bonds which shall have become due, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably according to the amounts of principal due on such date to the persons entitled thereto, without preference, priority or distinction,

(b) subsequent to the principal of all the Bonds becoming due or being declared to be due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal or of any interest in arrears over any other interest in arrears or of any Bond over any other bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without preference, priority or distinction.

Section 808. Rights to Enforce Payment. Nothing in the Resolution or in the Bonds shall affect or impair the right of action of the owner of any Bond, which is absolute and unconditional, to enforce payment of such Bond in accordance with the provisions of this Resolution.

Section 809. Lessee Authorized to Cure Default. As to any alleged default by the Authority hereunder, the Authority hereby authorizes and designates the Lessee as its attorney-in-fact and agent and gives it full power to perform in the name and stead of the Authority, any covenant or obligation of the Authority which is alleged to constitute a default, and the Lessee shall be and hereby is fully empowered to do any and all things and perform all acts to the same extent that the Authority could do and perform.

[END OF ARTICLE VIII]

ARTICLE IX SUPPLEMENTAL PROCEEDINGS

Section 901. Supplemental Proceedings Not Requiring Consent of Bondowners. The Authority may without the consent of or notice to any of the Bondowners, enter into such resolution or resolutions supplemental to this Resolution, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;
- (b) To grant to or confer upon the Bondowners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondowners; and
- (c) To subject to the lien and pledge of this Resolution additional revenues or collateral.

Section 902. Supplemental Resolutions Requiring Consent of Bondowners.

(a) Exclusive of supplemental resolutions covered by Section 901 and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than two-thirds in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve, in writing, the execution by the Authority of such other resolution or resolutions supplemental hereto as shall be deemed necessary and desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any supplemental resolution; provided, that without the written consent of the owners of all the Bonds then outstanding, the Authority may not enter into any supplemental resolution that has the effect of permitting (a) the extension of the maturity of any installment of principal of or interest on any Bond, (b) a reduction in the principal amount or the rate of interest on any Bond, (c) the creation of a lien or charge on any of the 2019 Facilities or the revenues from any of the 2019 Facilities, including Basic Rent, ranking prior to the lien or charge thereon contained in this Resolution, (d) the establishment of preferences or priorities between the Bonds, or (e) a reduction in the aggregate principal amount of Bonds the owners of which are required to consent to such supplemental resolution.

(b) If at any time the Authority shall desire to enter into any such supplemental proceedings for any of the purposes of this Section, the Authority shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such supplemental proceedings to be published one time in a financial journal of general circulation in the Borough of Manhattan, City and State of New York, published in the English language, regularly at least five consecutive business days each week, and the Authority shall mail a copy of such notice to the registered owners of all of the Bonds but no failure to publish any such notice nor any defect in any notice, including failure of a bondowner to receive such notice by mail, shall affect the right of the Authority to effect the validity of such supplemental resolution if all necessary consents are obtained. Such notice shall briefly set forth the nature of the proposed supplemental resolution and shall state that a copy of the same is on file with the Authority. If the

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owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such supplemental resolution shall have consented to and approved the execution thereof as herein provided, no Bondowner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such supplemental resolution as in this Section permitted and provided, this Resolution shall be deemed to be modified and amended in accordance therewith.

(c) Anything herein to the contrary notwithstanding, a supplemental resolution adopted under this Article while the Lessee is not in default under the 2019 Lease or this Resolution, shall not become effective unless and until the Lessee shall have consented in writing to the execution and delivery of such supplemental resolution. In this regard, the Authority shall cause notice of the proposed execution and delivery of any such supplemental resolution to which the Lessee has not already consented, together with a copy of the proposed supplemental resolution and a written consent form to be signed by the Lessee, to be mailed by certified or registered mail to the Lessee at least 30 days prior to the proposed date of execution and delivery of any such supplemental resolution or shall otherwise obtain the written consent of the Lessee.

Section 903. Amendments to 2019 Lease Not Requiring Consent of Bondowners.

The Authority and the Lessee, without the consent of or notice to the Bondowners, may amend the 2019 Lease for the purpose of (i) making any change required by the 2019 Lease or this Resolution, (ii) substituting or adding additional property, (iii) releasing any portion of the 2019 Facilities as authorized in Section 5.02(c) of the 2019 Lease, (iv) curing ambiguities, defects or inconsistent provisions, or (v) providing for any other amendment which does not adversely affect the interests of the Bondowners.

Section 904. Amendments to 2019 Lease Requiring Consent of Bondowners.

(a) Except for the amendments as provided in Section 903, neither the Authority nor the Lessee may amend the 2019 Lease without the written approval or consent of the owners of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding given and procured as in this Section provided; provided that, without the written consent of the owners of all the Bonds then outstanding, no such amendment shall ever affect the obligation of the Lessee to pay Basic Rent when due under the provisions of the 2019 Lease.

(b) If at any time the Authority and the Lessee shall propose any such amendment to the 2019 Lease, the Authority, upon being satisfactorily indemnified with respect to expenses, shall cause notice of such proposed amendment to be given in the same manner as provided by Section 902 hereof with respect to supplemental resolutions. Such notice shall briefly set forth the nature of such proposed amendment and shall state that copies of the instrument embodying the same are on file at the principal office of the Authority for inspection by all Bondowners. The Authority shall not, however, be subject to any liability to any Bondowner by reason of its failure to provide such notice, and any such failure shall not affect the validity of such amendment when consented to and approved as provided in this Section. If the owners of not less than two-thirds in aggregate principal amount of the Bonds outstanding hereunder at the time of the execution of any such amendment shall have consented to and approved the execution thereof as herein

provided, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein or the operation thereof or in any manner to question the propriety of the execution thereof or to enjoin or restrain the Authority from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such amendment as in this Section permitted and provided, the 2019 Lease shall be deemed to be modified and amended in accordance therewith.

Section 905. No Notation on Bonds Required. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article shall thereafter form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all owners of the then Outstanding Bonds and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding bonds.

Section 906. Proof of Execution and Ownership.

(a) Any request, waiver, direction, consent or other instrument required by this Resolution to be signed or executed by the owners of Bonds may be in any number of concurrent writings, of similar tenor and may be signed or executed by such Bondowners in person or by agent or attorney appointed in writing. Proof of the execution of any such instrument, or of the writing appointing such agent, and of the ownership of Bonds, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken by it under such instrument. The fact and date of the execution by any person of any such instrument may be proved by an affidavit of a witness to such execution or by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments within such jurisdiction, to the effect that the person signing such instrument acknowledged before him the execution thereof. The ownership at any given time of a registered Bond may be proved by a certificate of the Bond Registrar stating that on the date stated the registered Bond described was registered on its books in the name of the stated party. The Authority may conclusively assume that such ownership continues until written notice to the contrary is served upon it.

(b) Any request or consent of the owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Authority in pursuance of such request or consent. No revocation of such consent shall be effective after the owners of two-thirds in aggregate principal amount of the Bonds outstanding have, prior to such attempted revocation, consented to and approved the amendment or amendments referred to in such revocation.

[END OF ARTICLE IX]

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ARTICLE X MISCELLANEOUS PROVISIONS

Section 1001. Merger of Paying Agent. During such times as the Paying Agent is a bank or trust company, any bank or trust company with or into which the Paying Agent may be merged or consolidated or to which the assets and the business of the paying agent may be sold shall be the successor paying agent for the purpose of this Resolution.

Section 1002. Resolution Constitutes Contract. The provisions, terms and conditions of this Resolution shall constitute a contract by and between the Authority and the owners of the Bonds, and, after the issuance of the Bonds, this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the owners of the Bonds nor shall the governing body of the Authority adopt any resolution in any way ever adversely affecting the rights of such owners so long as any of the Bonds or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority by the provisions of Article IX.

Section 1003. Limitation on Liability from 2019 Sinking Fund.

(a) Should any Bonds not be presented for payment when due, the Authority shall retain in the 2019 Sinking Fund, from the funds transferred thereto for the purpose of paying the Bonds and the interest thereon, for the benefit of owners thereof, a sum of money sufficient to pay such Bonds when the same are presented by the owners thereof for payment. All liability of the Authority to the owners of such Bonds, and all rights of such owners against the Authority under the Bonds, or under this Resolution shall thereupon terminate, and the sole right of such owners shall thereafter be against such funds on deposit in the 2019 Sinking Fund.

(b) If any Bond shall not be presented for payment within the period of five years following the date when such Bond becomes due, the Authority may transfer to its general fund all funds theretofore held by it in the 2019 Sinking Fund for payment of such Bond or the interest thereon, and such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Authority.

Section 1004. Validation. The Series 2019 Bonds shall be validated in the manner provided by law, and, to that end, notice of the adoption of this Resolution and a copy hereof shall be served upon the District Attorney of the Chattahoochee Judicial Circuit of Georgia in order that proceedings for the above purpose may be instituted in the Superior Court of Muscogee County, and said notice shall be executed by the Chairman and the seal of the Authority shall be impressed thereon and attested by the Secretary of the Authority.

Section 1005. Partial Invalidity. In case any one or more of the provisions of this Resolution or of the Bonds shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Bonds unless expressly so held, but this Resolution and the Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Georgia Revenue Bond law, and, if any provisions hereof conflict with any applicable

2019 Bond Resolution

provision of said law, the latter as adopted by the legislature and as interpreted by the courts of this state shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1006. Approval of Official Statement. The Authority has caused to be prepared and distributed a Preliminary Official Statement with respect to the Series 2019 Bonds and shall prepare, execute, and deliver an Official Statement for the Series 2019 Bonds in final form and the execution and delivery of said Official Statement in final form be and the same are hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2019 Bonds be and the same is hereby ratified and confirmed, and the Chairman or Secretary of the Authority was and is duly authorized to “deem final” the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12. The Chairman of the Authority is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority and said Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman and the execution of said Official Statement by the Chairman as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary Official Statement and Official Statement for and on behalf of the Authority is hereby authorized and approved.

Section 1007. Authorization of 2019 Lease. The execution, delivery, and performance of the 2019 Lease by and between the Authority and Columbus be and the same are hereby authorized. The 2019 Lease shall be in substantially the form attached hereto as Exhibit B with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority. The 2019 Lease shall be executed by the Chairman or Vice-Chairman of the Authority and the seal thereof impressed thereon and attested by the Secretary of the Authority.

Section 1008. Authorization of Escrow Deposit Agreement; Designation of Bond Registrar and Paying Agent on the Series 2010B Bonds and Series 2010C Bonds.

(a) The execution, delivery, and performance of the 2019 Escrow Deposit Agreement by and among the Authority, Columbus and the Escrow Agent be and the same are hereby authorized. The 2019 Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit C with such changes, insertions or omissions as may be approved by the Chairman or Vice-Chairman of the Authority.

(b) In accordance with Section 603 of the 2010 Resolution, the Authority may appoint a bank or trust company as successor Bond Registrar and Paying Agent on the Series 2010B Bonds and the Series 2010C Bonds, provided such successor agrees to comply with the provisions of the 2010 Resolution. The Authority hereby authorizes and appoints Regions Bank, Atlanta, Georgia, as successor Bond Registrar and Paying Agent on the Series 2003A Bonds.

Section 1009. General Authorization. The proper officers of the Authority are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2019 Bonds.

2019 Bond Resolution

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Section 1010. Waiver of Performance Audit. The Authority hereby specifically waives the requirements of O.C.G.A. § 36-82-100 that the expenditure of the proceeds of the Series 2019 Bonds be subject to an ongoing performance audit or performance review, and authorizes such waiver to be published in the notice of hearing relating to the validation of the Series 2019 Bonds.

Section 1011. Ratification of Acceptance of Bids. By resolution adopted on August 13, 2019, the Authority authorized the Finance Director (as Secretary/Treasurer of the Authority) or the City Manager to award the sale of the Series 2019 Bonds to the bidder(s) submitting bids resulting in the highest and best bids, with the lowest true interest costs to the Authority. In accordance with an Official Notice of Sale dated September 17, 2019, the Authority received electronic bids for the purchase of the Series 2019 Bonds on September 24, 2019, and the Finance Director, with the assistance of Davenport & Company LLC, as financial advisor, reviewed the bids and determined that the best bid for the Series 2019 Bonds was submitted by Morgan Stanley & Co, LLC, and said bids were accepted on behalf of the Authority and Columbus. The award of the best bid as described herein is ratified and confirmed.

Section 1012. Table of Contents and Headings Not Part of Resolution. The Table of Contents preceding the body of this Resolution and the headings preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Resolution or affect its meaning, construction or effect.

Section 1013. Effective Date. This Resolution shall take effect immediately upon its adoption.

Section 1014. Repealer. Any and resolutions or parts of resolutions in conflict with this Resolution shall be and the same hereby are repealed.

APPROVED AND ADOPTED in public meeting, this September 24, 2019.

COLUMBUS BUILDING AUTHORITY

By: 
Chairman

EXHIBIT A

[FORM OF SERIES 2019 BONDS]

Unless this Series 2019 Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Columbus Building Authority or its agent for registration of transfer, exchange, or payment, and any Series 2019 Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R -

UNITED STATES OF AMERICA
STATE OF GEORGIA

CUSIP

COLUMBUS BUILDING AUTHORITY
LEASE REVENUE REFUNDING BOND, SERIES 2019

Interest Rate:

Maturity Date:

Bond Date:

Registered Owner: Cede & Co.

Principal Amount: \$

The Columbus Building Authority (the "Authority"), an instrumentality and a public corporation of the State of Georgia, created by an amendment to the Constitution of the State of Georgia, Ga. L. 1966, p. 946, as amended (the "Act"), for value received hereby promises to pay to, or cause to be paid to the registered owner specified above or to payee's registered assigns, the principal sum specified above, solely from funds provided therefor as hereinafter set forth on the maturity date specified above, upon presentation and surrender of this Series 2019 Bond for cancellation at the office of the Finance Director of Columbus, as Paying Agent and Bond Registrar, and to pay to the registered owner hereof, by check or draft mailed by first class mail (or by wire transfer to the registered owner of Series 2019 Bonds in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said registered owner has provided to the Paying Agent not less than five business days prior to an Interest Payment Date (hereinafter defined) which wire instructions shall remain in effect until the Paying Agent is notified to the contrary) to such owner at such owner's address as it shall appear on the bond register kept by the Bond Registrar, interest on such principal amount from the date hereof or from the most recent interest payment date to which interest has been paid at the rate per annum specified above, payable semi-annually on January 1 and July 1 (each an "Interest Payment Date") in each year, beginning January 1, 2020, until the obligation with respect to the payment of such principal sum shall be discharged.

The interest so payable on any such Interest Payment Date will be paid to the person in whose name this Series 2019 Bond is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the "Record Date"); provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name outstanding Series 2019 Bonds are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the owners of the Series 2019 Bonds not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Series 2019 Bond are payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

THE AUTHORITY HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS BOND. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED 2019 RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS SERIES 2019 BOND ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY OR TRANSFER, EACH BENEFICIAL OWNER OF THIS SERIES 2019 BOND SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS SERIES 2019 BOND, WILL BE TREATED AS THE OWNER OF THIS SERIES 2019 BOND FOR ALL PURPOSES.

This bond is one of a duly authorized series of bonds designated COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019 (the "Series 2019 Bonds"), of like date and tenor, except as to numbers, interest rates, date of maturity, and redemption provisions, issued in the aggregate principal amount of \$75,565,000 to provide funds needed to pay the costs, in whole or in part, of (i) currently refunding and redeeming all outstanding COLUMBUS BUILDING AUTHORITY CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B, COLUMBUS BUILDING AUTHORITY CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C, and the COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2018, and (ii) the costs of issuing the Series 2019 Bonds. The Series 2019 Bonds are issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60, *et seq.*, the general laws of the State of Georgia, and the Act, and were duly authorized by a bond resolution adopted by the Authority on September 24, 2019, (the "2019 Resolution").

The payment of the Series 2019 Bonds and any bonds issued on a parity therewith and the interest thereon is secured by a first and prior pledge of and charge or lien on the rental revenues to be paid by Columbus for the use of certain facilities (the "2019 Facilities") pursuant to the terms of a Lease Contract, dated as of _____, 2019 (the "2019 Lease"), pursuant to the powers and authority therefor provided by the Constitution and laws of the State of Georgia. The 2019 Lease provides for the payment by Columbus, as Lessee, to the Authority or to its assignee for the account of the Authority, of the amounts provided in the 2019 Lease sufficient to pay the principal of and interest due on the Series 2019 Bonds on each interest or principal and interest payment date, and to pay other expenses authorized hereby to be incurred.

THIS SERIES 2019 BOND SHALL NOT CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF GEORGIA OR COLUMBUS, BUT SHALL BE PAYABLE SOLELY FROM THE RENTALS, REVENUE, EARNINGS AND FUNDS OF THE AUTHORITY ARISING FROM THE 2019 FACILITIES AS PROVIDED IN THE 2019 LEASE AND THE 2019 RESOLUTION, AND THE ISSUANCE OF THIS SERIES 2019 BOND SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF GEORGIA OR COLUMBUS TO LEVY OR PLEDGE ANY FORM OF TAXATION WHATEVER FOR THE PAYMENT HEREOF.

No owner of this Series 2019 Bond shall have the right to enforce the payment hereof against any property of the State of Georgia or Columbus, nor shall this Series 2019 Bond constitute a charge, lien or encumbrance, legal or equitable, upon any such property; provided, however, that in accordance with the provisions of the Constitution and laws of the State of Georgia, the obligation of Columbus to make the payments it has contracted to make by the provisions of the 2019 Lease shall constitute a general obligation and a pledge of the full faith and credit of Columbus, and the obligation which Columbus has undertaken to make such payments from taxes to be levied for that purpose is a mandatory obligation to levy and collect such taxes from year to year in amount sufficient to fulfill and fully comply with the terms of such obligation.

In addition to the aggregate principal amount of the Series 2019 Bonds, the Authority, under certain conditions as provided in the 2019 Resolution, may issue additional revenue bonds which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2019 Bonds with respect to the pledge of and the charge or lien on the revenue pledged to the payment thereof.

As provided in the 2019 Resolution, the Series 2019 Bonds are limited obligations of the Authority. There are pledged under the 2019 Resolution and assigned for the payment of the principal of and interest on the Series 2019 Bonds, in accordance with the terms and provisions of the 2019 Resolution, subject only to the provisions of the 2019 Resolution permitting the application thereof for the purposes and on the terms and conditions set forth in the 2019 Resolution, (i) the 2019 Lease, including the revenues and other receipts of the Authority derived from the 2019 Lease, (ii) the funds established by the 2019 Resolution, including the investments, if any, thereof, and, (iii) certain insurance proceeds and condemnation awards payable to the 2019 Sinking Fund (hereinafter defined) in accordance with the 2019 Lease. Copies of the 2019 Resolution and the 2019 Lease are on file at the offices of the Authority, the offices of Columbus, and at the principal corporate trust office of the Paying Agent.

Reference to the 2019 Resolution and the 2019 Lease is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on the Series 2019 Bonds, a complete description of the nature and extent of the security provided for the payment of the Series 2019 Bonds, a statement of the rights, duties and obligations of the Authority, and the rights of the owners of the Series 2019 Bonds, to all the provisions of which the owner hereof, by the acceptance of this Series 2019 Bond, assents.

Prior to or contemporaneously with the execution of the 2019 Lease, the Authority may acquire from Columbus title to all or a portion of the 2019 Facilities, including easements or rights to use or possession therein, as held by Columbus, and all facilities comprising such portions of the 2019 Facilities shall thereupon become subject to the provisions of the 2019 Lease. Any portions of the 2019 Facilities acquired with proceeds of the Series 2019 Bonds subsequent to the execution of the 2019 Lease shall immediately become subject to the provisions of the 2019 Lease, and the Authority and Columbus will take such actions as are necessary to amend the 2019 Lease to reflect the inclusion of such property under the provisions thereof. As more specifically provided in the 2019 Lease, any of the 2019 Facilities or property constituting a portion of any of the 2019 Facilities may be released and removed from the 2019 Lease, upon the request of Columbus; provided however, that any such removal shall in no way adversely affect the obligations of Columbus to make payments of Basic Rent and Additional Rent in accordance with the 2019 Lease.

The pledge of and the charge or lien on the revenue to be derived from the ownership and leasing of the 2019 Facilities to secure the payment of the Series 2019 Bonds and the interest thereon is a first and prior pledge of and charge or lien on such revenue, and the 2019 Lease provides that the portion of such revenue paid in the form of Basic Rent, described in the 2019 Resolution, shall be deposited directly by Columbus into a special fund, designated the Columbus Building Authority 2019 Sinking Fund (the "2019 Sinking Fund"), in amounts sufficient to pay the principal of and interest on the Series 2019 Bonds which are now or which may be hereafter outstanding as such principal and interest shall become due and be payable, and the 2019 Sinking Fund, by the provisions of the 2019 Resolution, is pledged to and charged with the payment of the principal of and interest on the Series 2019 Bonds.

The Series 2019 Bonds maturing on January 1, 2030 and thereafter may be redeemed by the Authority prior to their respective maturities at the option of Columbus, in whole or in part (maturities of the Series 2019 Bonds to be designated by Columbus) at any time, beginning January 1, 2029, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

This Series 2019 Bond is transferable as provided in the 2019 Resolution only upon the books of the Authority kept for that purpose at the principal corporate trust office of the Bond Registrar by the Registered Owner hereof in person, or by such Owner's duly authorized attorney, upon surrender of this Series 2019 Bond together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the Registered Owner or such Owner's duly authorized attorney, and thereupon a new registered Series 2019 Bond or Series 2019 Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the 2019 Resolution and upon payment of any charges therein prescribed. The person in whose name this Series 2019 Bond is registered shall be deemed and regarded as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes.

The Series 2019 Bonds are issuable as fully registered bonds in the principal denomination of \$5,000 or any integral multiple thereof. Subject to the limitations provided in the 2019 Resolution, Series 2019 Bonds may be exchanged at the principal corporate trust office

of the Bond Registrar for a like principal amount of Series 2019 Bonds of the same series and maturity and of other authorized denominations.

In certain events, on the conditions, in the manner, and with the effect set forth in the 2019 Resolution, the principal of all Series 2019 Bonds then outstanding together with the interest thereon may become or may be declared to be due and payable before the stated maturities thereof.

To the extent and in the manner permitted by the 2019 Resolution, modifications or alterations of the provisions thereof or of any supplement thereto or of the Series 2019 Bonds may be made by the Authority with the consent of the owners of at least two-thirds in principal amount of the Series 2019 Bonds then outstanding without necessity for notation hereon or reference thereto.

This Series 2019 Bond shall not be entitled to any benefit under the 2019 Resolution or be valid or become obligatory for any purpose until this Series 2019 Bond shall have been authenticated by execution by the Authentication Agent, by manual signature of the certificate hereon endorsed.

IN WITNESS WHEREOF, the Columbus Building Authority has caused this Series 2019 Bond to be executed with the manual signature of its Chairman, and has caused a its corporate seal to be hereunto impressed and attested with the manual signature of its Secretary, as of the date of its authentication.

COLUMBUS BUILDING AUTHORITY

By: _____ (Form)
Chairman

(SEAL)

Attest: _____ (Form)
Secretary

AUTHENTICATION CERTIFICATE

This Series 2019 Bond is one of the Series 2019 Bonds described herein.

Date of Authentication: [Date of Issuance]

By: _____
Finance Director of Columbus

STATE OF GEORGIA)
)
MUSCOGEE COUNTY)

VALIDATION CERTIFICATE

The undersigned Clerk of the Superior Court of Muscogee County, Georgia, hereby certifies that the within Series 2019 Bond was validated and confirmed by judgment of the Superior Court of Muscogee County, Georgia, on _____, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the official seal of the Superior Court of Muscogee County, Georgia.

(S E A L)

(Form)
Clerk
Superior Court of Muscogee County, Georgia

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF ASSIGNEE

Please print or typewrite name and address, including postal zip code of transferee.

_____ the within
Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____ Agent to transfer the within Bond on the
books kept for registration thereof, with full power of substitution in the premises.

Assignor

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

Date: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP or MSP signature guarantee medallion programs.

[END OF SERIES 2019 BOND FORM]

A-7

2019 LEASE CONTRACT

by and between

COLUMBUS BUILDING AUTHORITY

and

COLUMBUS, GEORGIA

Dated as of October ___, 2019

Relating to the issuance of

\$75,565,000

in aggregate principal amount of
COLUMBUS BUILDING AUTHORITY
LEASE REVENUE REFUNDING
BONDS, SERIES 2019

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Exhibit A: Legal Descriptions of the 2019 Facilities.

STATE OF GEORGIA)
)
MUSCOGEE COUNTY) 2019 LEASE CONTRACT

This 2019 Lease Contract (this “**2019 Lease**”), made and entered into as of October __, 2019, by and between the COLUMBUS BUILDING AUTHORITY (the “**Authority**”), a public body corporate and politic and an instrumentality and a public corporation of the State of Georgia, as Lessor, and COLUMBUS (“**Columbus**” or the “**Lessee**”), a political subdivision of the State of Georgia, as Lessee.

WITNESSETH:

WHEREAS, the Authority has been created pursuant to an amendment to the Constitution of the State of Georgia, I Ga. L. 1966, p. 946, as amended by II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778 (collectively, the “Act”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, under the Act, the Authority is empowered to undertake “projects” which include all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of the Lessee in the performance of its governmental, proprietary, and administrative functions; and

WHEREAS, under the Act, the Authority is further empowered to make contracts for the construction of projects or with respect to the use of projects which it causes to be erected or acquired and to contract with the Lessee upon such terms as for such purposes as may be deemed advisable for a term not exceeding 30 years; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of its revenue bonds for the purpose of paying all or any part of the cost of one or more projects and provide for the issuance of its refunding bonds for the purpose of calling, refunding or refinancing any such revenue bonds; and

WHEREAS, in furtherance of the purposes of the Act, the Authority has previously issued its CAPITAL IMPROVEMENT AND REFUNDING LEASE REVENUE BONDS, SERIES 2010A (the “**Series 2010A Bonds**”), CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B (the “**Series 2010B Bonds**”), and CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT

BONDS – DIRECT PAYMENT), SERIES 2010C (the “**Series 2010C Bonds**,” and together with the Series 2010A Bonds and the Series 2010C Bonds, the “**Series 2010 Bonds**”), as authorized by a Bond Resolution adopted by the Authority on January 13, 2010 (the “**2010 Resolution**”) to provide funds needed to pay the costs, in whole or in part of facilities which are being used in the performance of the governmental, proprietary, and administrative functions of Columbus, including specifically (i) a new fire station (the “Fire Station/EMS Project”) (ii) construction, reconstruction and resurfacing of local roads, streets and/or bridges (the “Road Projects”), (iii) enhancements to stormwater infrastructure (the “Stormwater Enhancements/Flood Abatement Projects”), (iv) a city service center (the “City Service Center Project”), (v) a city service center parking garage to be used by the general public to support the city service center and the natatorium (the “City Service Center Parking Garage Project”), (vi) a natatorium swimming facility (the “Natatorium Project”), (vii) a recycling and environmental sustainability center (the “Recycling/Sustainability Center Project”), and (viii) an ice rink (the “Ice Rink Project”) (collectively, the “**2010 Projects**”); and

WHEREAS, a portion of the proceeds from the Series 2010A Bonds were used to refund and redeem the Authority’s outstanding LEASE REVENUE BONDS, SERIES 1997A, which were originally issued to provide funds needed to pay the costs, in whole or in part, of facilities which are being used in the performance of the governmental, proprietary, and administrative functions of Columbus, including specifically (i) a sanitary landfill and (ii) a nine hole golf course (the “**1997A Projects**”), which 1997A Projects are more specifically described in Exhibits 9 and 10 attached to the 2010 Lease, hereinafter described; and

WHEREAS, the 2010 Projects and the 1997A Projects were leased to Columbus under the terms of a lease contract dated as of January 28, 2010 (the “**2010 Lease**”); and

WHEREAS, Section 707 of the 2010 Resolution and Section 2.03 of the 2010 Lease provide that the 1997A Projects were subject to the 2010 Lease until April 1, 2017, which was the final maturity date of the Series 1997A Bonds which were refunded from proceeds of the Series 2010 Bonds; and

WHEREAS, in furtherance of the purposes of the Act, the Authority has previously issued its LEASE REVENUE BOND, SERIES 2018 (the “**Series 2018 Bond**”), as authorized by a Bond Resolution adopted by the Authority on November 26, 2018 (the “**2018 Resolution**”) to provide funds to pay the costs, in whole or in part of facilities which are or upon completion will be used in the performance of the governmental, proprietary, and administrative functions of Columbus, including specifically (i) certain planning and needs assessment studies, together with preliminary architectural and engineering costs related to a proposed Judicial and Government Center, (ii) necessary life safety improvements to the current Government Center (together, the “Government Center Project”), and (iii) the acquisition, construction, and equipping of the South Commons Project (the “South Commons Project”) (collectively, the “**2018 Projects**”) which were leased to Columbus under the terms of a lease contract dated as of December 20, 2018 (the “**2018 Lease**”); and

WHEREAS, under the Act, the Authority is authorized to issue its refunding bonds for the purpose of refunding or refinancing bonds previously issued and to include in the amount of

such refunding bonds all interest and any call premiums that may be required for the redemption and refunding of such outstanding bonds; and

WHEREAS, the Series 2010A Bonds, which are outstanding in the aggregate principal amount of \$2,505,000 mature on January 1, 2020, and

WHEREAS, the Authority and Columbus have determined that no interest and debt service cost savings can be achieved from the refunding and redemption of the Series 2010A Bonds; and

WHEREAS, the Series 2010B Bonds and the Series 2010C Bonds have final maturities on January 1, 2040, and in accordance with the 2010 Resolution, the Series 2010B Bonds and the Series 2010C Bonds may be redeemed prior to their final maturities, at the option of the Authority, upon direction of Columbus, in whole or in part at any time beginning January 1, 2020; and

WHEREAS, Columbus and the Authority have determined that substantial interest and debt service cost savings can be achieved from the refunding and redemption of the Series 2010B Bonds and Series 2010C Bonds on January 1, 2020; and

WHEREAS, the Series 2018 Bond matures on January 1, 2029, and in accordance with the 2018 Resolution, the Series 2018 Bond may be optionally prepaid and redeemed at any time upon the giving of five days written notice from the Authority, at the discretion of Columbus, to the registered owner of the Series 2018 Bond; and

WHEREAS, the Authority and Columbus have determined that substantial interest and debt service cost savings can be achieved from the prepayment and redemption of the Series 2018 Bond at the earliest possible time; and

WHEREAS, at the request of Columbus, in order to achieve interest and total debt service cost savings to the Authority and Columbus, and contemporaneous with the execution and delivery of this 2019 Lease the Authority is issuing its COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019 (the "**Series 2019 Bonds**"), in the aggregate principal amount of \$75,565,000, pursuant to a Bond Resolution adopted by the Authority on September 24, 2019 (the "**2019 Resolution**"), the proceeds from which will provide sufficient funds to prepay and redeem the Series 2018 Bond on the date hereof, in accordance with the 2018 Resolution, and to place on irrevocable deposit in an escrow fund amounts sufficient to call and redeem the Series 2010B Bonds and the Series 2010C Bonds on January 1, 2020, in accordance with the 2010 Resolution; and

WHEREAS, the payment of the Series 2018 Bond on the date hereof constitutes the defeasance and payment in full of the Series 2018 Bond under the provisions of the Series 2018 Resolution and ends the term of the 2018 Lease; and

WHEREAS, the irrevocable deposit in an escrow fund of amounts sufficient to call and redeem the Series 2010B Bonds and the Series 2010C Bonds on January 1, 2020, constitutes payment in full of the Series 2010B Bonds and the Series 2010C Bonds, in accordance with the 2010 Resolution, and upon the payment of principal and accrued interest on the Series 2010A

Bonds on January 1, 2020, the term of the 2010 Lease shall end in accordance with the 2010 Lease and the 2010 Resolution; and

WHEREAS, in furtherance of its public purposes, and at the request of the Lessee and in order to reduce total debt service of the Authority and the corresponding lease payments due from the Lessee, the Authority proposes to provide funds which will be sufficient to currently refund and defease all outstanding Series 2010B Bonds, Series 2010C Bonds, and the Series 2018 Bond (collectively, the “**Refunded Bonds**”); and

WHEREAS, the obligation to pay Basic Rent (hereinafter defined) on the 2018 Projects under the provisions of this 2019 Lease constitutes a first lien and priority on such rent for the 2018 Projects, and

WHEREAS, the obligation to pay Basic Rent on the 2010 Projects under the provisions of this 2019 Lease constitutes a valid lien and priority on such rent, subordinate only to the obligation of Columbus to pay Basic Rent under the 2010 Lease in an amount equal to the debt service coming due on the Series 2010A Bonds on January 1, 2020, and upon the payment of such rent the obligation to pay Basic Rent hereunder shall be a first lien and priority on such rent for the 2010 Projects; and

WHEREAS, upon the defeasance or payment in full of the Series 2010A Bonds, the 2010 Lease shall be terminated; and

WHEREAS, the 2010 Projects and the 2018 Projects may be described herein collectively as the “**2019 Facilities**”; and

WHEREAS, the Lessee is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the Lessee and other available funds and to obligate the Lessee to make payment thereof to the Authority of the amounts provided for in this 2019 Lease; and

WHEREAS, the Act provides that revenue bonds issued by the Authority shall not be deemed to constitute a debt of the State of Georgia or Columbus, but such bonds shall be payable from the rentals, revenues, earnings and funds of the Authority as provided in the resolution authorizing the issuance and securing the payment of such bonds, and the issuance of such bonds shall not directly, indirectly, or contingently obligate the State or Columbus to levy or pledge any form of taxation whatever for the payment thereof; however, Columbus may obligate itself to make the payments required under any contract entered into with the Authority from money received from taxes and from any other source and the obligation to make such payments shall constitute a general obligation and pledge of the full faith and credit of Columbus but shall not constitute a debt of Columbus within the meaning of Article IX, Section V, Paragraph I of the Constitution of the State of Georgia; and

WHEREAS, following study and investigation, the Lessee has determined that it is in the best interest of the Lessee to enter into this 2019 Lease with the Authority, for the benefit of the Lessee and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the Lessee hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority, but shall be payable solely out of the proceeds derived from this 2019 Lease, the sale of the Authority's bonds, and the revenues and receipts derived from this 2019 Lease:

ARTICLE I
DEFINITIONS; RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 101 of the 2019 Resolution shall have the same meanings in this 2019 Lease.

Section 1.02. Rules of Construction. Unless the context clearly indicates to the contrary:

(a) “herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter” and other equivalent words refer to this 2019 Lease and not solely to the particular portion thereof in which any such word is used.

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this 2019 Lease;

(d) the titles preceding each Section of this 2019 Lease are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this 2019 Lease.

[END OF ARTICLE I]

ARTICLE II REPRESENTATIONS OF THE PARTIES

Section 2.01. Constitutional Authority for Lease. The Constitution of the State of Georgia, Art. IX, § III, ¶ I(a), provides that:

“[A]ny county, municipality, school district, or other political subdivision of the state may contract for any period not exceeding 50 years with each other or with any other public agency, public corporation, or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.”

Section 2.02. Creation and Powers of Authority. The Constitution of the State of Georgia, as amended, I Ga. L. 1966, p. 946, II Ga. L. 1970, p. 2401, and Ga. L. September-October, 1971 Extraordinary Session, p. 2007, which has been continued in force and effect as a part of the Constitution, II Ga. L. 1986, p. 3778, at 5010, provides that:

1. . . . There is created a public body corporate and politic to be known as the Columbus Building Authority which shall be an instrumentality and a public corporation of the State of Georgia, . . . the purpose of which shall be to acquire, construct and equip self-liquidating projects including buildings and facilities for use by Columbus, Georgia, for its governmental, proprietary and administrative functions and Columbus, Georgia, is thereby granted the right and power by proper resolution of its governing body to sell or lease to the Authority lands and buildings owned by it.

* * *

3. (b) The word “project” shall mean and include . . . all buildings and facilities of every kind and character determined by the Authority to be desirable for the efficient operation of any department, board, office, commission or agency of Columbus, Georgia, in the performance of its governmental, proprietary and administrative functions.

4. Powers. The Authority shall have all the powers necessary or convenient to carry out and effectuate the purposes and provisions of this amendment, including, but without limiting the generality of the foregoing, the power:

* * *

(c) to make and execute with public and private persons and corporations, contracts, leases, rental agreements and other instruments relating to its projects and incident to the exercise of the powers of the Authority including contracts for constructing, renting and leasing of its projects for the use of Columbus, Georgia; and, without limiting the generality of the foregoing, authority is specifically granted to Columbus, Georgia, to enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of any two or more structures, buildings or

facilities of the Authority for a term not exceeding thirty years, and Columbus, Georgia, may enter into lease contracts and related agreements for the use of any structure, building or facility or a combination of two or more structures, buildings or facilities of the Authority for a term not exceeding thirty years upon a majority vote of their governing bodies and may obligate themselves to pay an agreed sum for the use of such property so leased and also obligate themselves as a part of the undertaking to pay the cost of maintaining, repairing and operating the property furnished by and leased from the Authority; provided, however, that when the sums agreed to be paid under the provisions of such lease contracts or related agreements are pledged or assigned to secure the payment of revenue bonds issued hereunder, then the contracting parties shall be authorized to make the term of such contracts or agreements for a period not to exceed thirty years or until all of such bonds, as to both principal and interest, are fully paid . . .

* * *

(1) [P]ursuant to proper resolution, the Authority [has the power] to issue revenue bonds payable from the rents and revenues of the Authority and its projects to provide funds for carrying out the purposes of the Authority, which bonds may be issued . . . for the purpose of paying all or any part of the cost of any project, including . . . the purpose of refunding . . . any such bonds of the Authority therefore issued. Such revenue bonds shall be issued and validated under and in accordance with the procedure of the Revenue Bond Law of Georgia, Ga. L. 1937, p. 761, as amended . . . providing for the issuance of revenue bonds, and, . . . as security for the payment of any revenue bonds so authorized, any rents and revenues of the Authority may be pledged and assigned. Such bonds are declared to be issued for an essential public and governmental purpose, and such bonds and all income therefrom shall be exempt from all taxation within the State of Georgia.

* * *

(7) Refunding bonds. The Authority is hereby authorized to provide by resolution for the issuance of revenue bonds of the Authority for the purpose of calling, refunding, or refinancing any revenue bonds issued under the provisions hereof and then outstanding, and to include in the amount of such refunding bonds all interest and any call premiums that may be required for the redemption and refunding of such outstanding bonds.

Section 2.03. The 2019 Facilities. For and in consideration of the Authority issuing its refunding revenue bonds to provide funds sufficient, together with other funds available to Columbus and the Authority, to currently refund and defease the Refunded Bonds, and in accordance with the foregoing constitutional and statutory power and authority, Columbus, as grantor, directly or through its intermediaries, contemporaneously with the issuance of the Series 2019 Bonds, shall convey to the Authority, as grantee, in accordance with the provisions of the Deed, said 2019 Facilities or portions thereof held by Columbus.

Section 2.04. Lease of 2019 Facilities. The Lessee has determined that it is in the best interest of the Lessee to lease the 2019 Facilities from the Authority. More specific descriptions of the 2019 Facilities are attached hereto and made a part hereof as [Exhibits 1 – 12].

Section 2.05. Refunding of the Refunded Bonds. In order to pay the cost of currently refunding and defeasing the Refunded Bonds, the Authority has authorized the issuance of the Series 2019 Bonds, for which provision is made upon the terms set forth in the 2019 Resolution, a certified copy of which 2019 Resolution is on file in the records of the Authority and the Lessee.

Section 2.06. Representations and Warranties of the Authority. The Authority makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Authority is authorized to enter into the transactions contemplated by this 2019 Lease and to carry out its obligations hereunder, has been duly authorized to execute and deliver this 2019 Lease, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as an instrumentality of the State;

(b) The current refunding of the Refunded Bonds, the issuance and sale of the Series 2019 Bonds, the execution and delivery of this 2019 Lease and the 2019 Resolution, and the performance of all covenants and agreements of the Authority contained in this 2019 Lease and of all other acts and things required under the Constitution and laws of the State to make this 2019 Lease a valid and binding obligation of the Authority in accordance with its terms are authorized by law and have been duly authorized by proceedings of the Authority adopted at public meetings thereof duly and lawfully called and held; and

(c) There is no litigation or proceeding pending, or to the knowledge of the Authority threatened, against the Authority or any other entity which would have a material adverse effect on the right of the Authority to execute this 2019 Lease or the ability of the Authority to comply with any of its obligations under this 2019 Lease.

Section 2.07. Representations and Warranties by the Lessee. The Lessee makes the following representations and warranties as the basis for the undertakings and covenants herein contained:

(a) The Lessee is a consolidated county-wide government and a political subdivision under the laws of the State of Georgia having power to enter into and execute and deliver this 2019 Lease, and, by proper action of its governing body, has authorized the execution and delivery of this 2019 Lease and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this 2019 Lease and the 2019 Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this 2019 Lease by it except as shall have been obtained as of the date hereof;

(b) The Lessee does not rely on any warranty of the Authority, either express or implied, except as provided herein, as to any title to or condition of the 2019 Facilities or that the 2019 Facilities or any portions thereof will be suitable to the Lessee's needs, and the Lessee recognizes that the Authority is not authorized to expend any funds for the 2019 Facilities other than rental revenue received by it therefrom or the proceeds of the Series 2019 Bonds or other funds granted to it for such purposes;

(c) The authorization, execution, delivery, and performance by the Lessee of this 2019 Lease and compliance by the Lessee with the provisions thereof do not violate the laws of the State of Georgia relating to the Lessee or constitute a breach of or a default under any other law, court order, administrative regulation, or legal decree, or any agreement, or other instrument to which it is a party or by which it is bound;

(d) There is no litigation or proceeding pending, or to the knowledge of the Lessee threatened, against the Lessee or any other entity which would have a material adverse affect on the right of the Lessee to execute this 2019 Lease or its ability to comply with any of its obligations under this 2019 Lease.

(e) The Lessee will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this 2019 Lease, failure of the Lessee to comply with the Continuing Disclosure Certificate shall not be considered a Event of Default under the 2019 Resolution or this 2019 Lease; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Lessee to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

[END OF ARTICLE II]

ARTICLE III ISSUANCE OF THE AUTHORITY'S BONDS

Section 3.01. The Series 2019 Bonds. In order to provide funds to currently refund and defease the Refunded Bonds, the Authority will issue its Series 2019 Bonds, payable in accordance with the 2019 Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of the Series 2019 Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one Bond over any other Bond, so that every owner of the Series 2019 Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2019 Bonds dated as of the date of issuance and delivery, shall bear interest at the rates set out below, payable semi-annually on the first days of January and July (each an "Interest Payment Date") in each year, beginning January 1, 2020, and shall mature on January 1 in the years and in the amounts as follows:

Principal Amount	Due in the Year	Interest Rate	Principal Amount	Due in the Year	Interest Rate
\$1,115,000	2020	5.000%	\$3,565,000	2031	5.000%
2,710,000	2021	5.000	3,735,000	2032	3.000
2,840,000	2022	5.000	3,845,000	2033	3.000
2,980,000	2023	5.000	3,955,000	2034	4.000
3,125,000	2024	5.000	4,105,000	2035	2.500
3,285,000	2025	5.000	4,200,000	2036	2.625
3,445,000	2026	5.000	4,305,000	2037	2.625
3,610,000	2027	5.000	4,415,000	2038	2.750
3,785,000	2028	5.000	4,530,000	2039	2.750
3,975,000	2029	5.000	4,645,000	2040	2.750
3,395,000	2030	5.000			

Section 3.03. Interest Payments. Interest on the Series 2019 Bonds will be paid on each Interest Payment Date, beginning January 1, 2020, in the manner stated in the Series 2019 Bonds until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. Security for the Series 2019 Bonds. In order to secure the prompt payment of the principal of and interest on the Series 2019 Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained and in consideration of the purchase and acceptance of the Series 2019 Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2019 Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Series 2019 Bonds all the Basic Rent to be derived from this 2019 Lease, together with other funds and proceeds described in [Section 701] of the 2019 Resolution.

Section 3.05. Tax Covenants. In order to maintain the exclusion from federal gross income of interest on the Series 2019 Bonds, the Authority and Columbus covenant to comply with the applicable requirements of the Code and the regulations prescribed thereunder. In furtherance of this covenant, for the benefit of the owners of the Series 2019 Bonds, the Authority and Columbus agree to comply with the provisions of a Federal Tax Certificate to be executed by an authorized officer of the Authority based upon representations made by Columbus and delivered simultaneously with the issuance and delivery of the Series 2019 Bonds.

[END OF ARTICLE III]

ARTICLE IV

[RESERVED]

[END OF ARTICLE IV]

ARTICLE V
EFFECTIVE DATE AND TERM OF LEASE; RENTAL PROVISIONS

Section 5.01. Term of Lease.

(a) The Authority leases to the Lessee and the Lessee leases from the Authority, for the use of the Lessee for the purposes specified herein and in the Constitution and laws of the State of Georgia, all real and personal property constituting the 2019 Facilities which are more particularly described in [Exhibits 1 – 12], which are attached hereto and made a part hereof, in accordance with the provisions hereof, at the rental covenanted by the Lessee in this Article to be paid and in accordance with the provisions of this 2019 Lease. This Lease shall be the binding obligation of the parties from and after its execution by the last party to execute the same. The term of this 2019 Lease shall begin with the issuance and delivery by the Authority of the Series 2019 Bonds and shall continue in full force and effect until all the Series 2019 Bonds which shall have been issued and are outstanding and the interest thereon have been paid or provision for the payment thereof shall have been made in accordance with the provisions of the 2019 Resolution, but in no event shall the term hereof exceed 30 years.

(b) The Authority covenants that it has or will acquire marketable fee simple title to the 2019 Facilities. All portions thereof have been or will be properly conveyed to the Authority by the Lessee.

Section 5.02. Possession; Quiet Enjoyment; Release of Property.

(a) The Authority has or will deliver to the Lessee sole and exclusive possession of the 2019 Facilities and the Lessee will accept possession of such facilities upon such delivery.

(b) The Authority has or will not take any action to prevent the Lessee from having quiet and peaceable possession and enjoyment of the 2019 Facilities during the term of this 2019 Lease and will, at the request of the Lessee, and at its cost, to the extent that it may lawfully do so, join in any legal action in which the Lessee asserts its right to such possession and enjoyment.

(c) At the request of the Lessee, the Authority will convey, transfer or release to the Lessee, or the Lessee's assigns such tracts or parcels of land comprising portions of the 2019 Facilities which are unimproved or which the Lessee needs for other governmental, proprietary, or administrative functions of the Lessee; provided, however, that such conveyance, transfer, or release shall in no way diminish or affect the obligation of Lessee to make all rental payments provided in Sections 5.03 and 5.04 hereof. As more specifically provided in Section 5.09, the obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional. The parties agree that they will execute such amendments to this 2019 Lease as may be necessary to change the property description of the 2019 Facilities in the event of any transfer, conveyance or release made in accordance with this section.

Section 5.03. Basic Rent.

(a) At least five business days prior to each January 1 and July 1 in each year, beginning [January 1, 2020, until the principal of and interest on the Series 2019 Bonds shall have been paid or provision therefor shall have been made in accordance with the 2019 Resolution, the Lessee will deposit, for the account of the Authority, directly to the 2019 Sinking Fund, as Basic Rent for the 2019 Facilities, a sum equal to the amount necessary to provide sufficient funds for the payment of all principal and interest coming due on the Series 2019 Bonds, whether by reason of maturity, scheduled mandatory redemption or otherwise, on the following January 1 and July 1 of each year. Each payment of Basic Rent under this Section will be in such amount as will create a balance in the 2019 Sinking Fund sufficient to pay the total amount of all interest and principal payable on each January 1 and July 1 of each such year, and if at any payment date the balance in the 2019 Sinking Fund is insufficient to make the required payments of interest or of interest and principal on such date, the Lessee shall thereupon deposit the amount of any such deficiency to the 2019 Sinking Fund.

(b) At such time as the amount held in the 2019 Sinking Fund shall be sufficient to pay, at the times required, the principal of and interest on the Series 2019 Bonds then outstanding and unpaid, the Lessee shall not be obligated to make any further payments of Basic Rent.

(c) All payments of Basic Rent will be applied in the manner provided in the 2019 Resolution.

Section 5.04. Additional Rent. The Lessee shall also pay to the persons entitled thereto as Additional Rent hereunder, until the principal of and interest on the Series 2019 Bonds shall have been fully paid or provision of the payment thereof shall have been made in accordance with the provisions of the 2019 Resolution:

(a) all utility rents, service fees, maintenance and other charges incurred in connection with the 2019 Facilities or any part thereof;

(b) the fees of the Bond Registrar and Paying Agent, if any; and

(c) any and all other fees, charges, expenses, and items of any kind or nature whatever that may become due and payable by the Authority or the Lessee in any way arising out of the 2019 Resolution or the 2019 Facilities or out of the issuance of the 2019 Bonds or out of this 2019 Lease.

Section 5.05. Rent as a Continuing Obligation of the Lessee. In the event the Lessee should fail to make any of the payments required in its Article, the item or installment due and not paid shall be a continuing obligation of the Lessee until the amount due shall have been paid in full together with interest thereon at the highest rate borne by the Series 2019 Bonds.

Section 5.06. Prepayment of Basic Rent. The Basic Rent for which provision is made in this Article shall be subject to prepayment, in whole or in part, in multiples of \$5,000, for the purpose of paying, at the option of the Lessee, all or part of the Series 2019 Bonds in accordance

with the provisions of the 2019 Resolution. The Lessee shall pay all costs which may be incurred in connection with the payment or defeasance of the Series 2019 Bonds.

Section 5.07. Call of Bonds for Redemption. No prepayment of any amount of Basic Rent in accordance with the provisions of Section 5.06 hereof shall relieve the Lessee to any extent from its obligations hereafter to make the full Basic Rent and Additional Rent payments required by the provisions hereof until all Series 2019 Bonds issued under the 2019 Resolution and the interest thereon and the charges of the Bond Registrar and Paying Agent, if any, have been paid in full. Upon any prepayment of Basic Rent, as authorized by Section 5.06, in part, the amount of such prepayment shall be used for the purpose of paying or redeeming the Series 2019 Bonds. If less than all of the Series 2019 Bonds of any maturity are to be called for redemption, the Series 2019 Bonds of such maturity shall be called for redemption by lot in the manner prescribed by the Paying Agent. Upon the prepayment of such Basic Rent in whole the amount of such prepayment shall be used to pay or redeem all Outstanding Bonds in the manner provided in the 2019 Resolution.

Section 5.08. Basic Rent Deposited to 2019 Sinking Fund. The Basic Rent for which provision is made in Section 5.03(a) shall be deposited by the Lessee directly to the 2019 Sinking Fund for the account of the Authority. The Additional Rent for which provision is made in Section 5.04 shall be paid directly to the persons entitled thereto, or, with regard to the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent in the circumstances described in Section 509(a) and (b) of the 2019 Resolution, to the special fund described therein.

Section 5.09. Lessee's Obligations Unconditional. The obligations of the Lessee to make the payments required in this Article on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatsoever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement or otherwise. Until such time as the principal of and redemption premium, if any, and interest on the Series 2019 Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the 2019 Resolution, together with all fees and expenses incident thereof, the Lessee (i) will not suspend or discontinue any payments of Basic Rent or Additional Rent, (ii) will perform and observe all of its other covenants and agreements contained in this 2019 Lease, and (iii) will not terminate this 2019 Lease for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the 2019 Resolution, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, *force majeure*, destruction of or damage to the 2019 Facilities or any part thereof, frustration of purpose, the unavailability for use by the Lessee on the date hereof or on any date hereafter of the 2019 Facilities or of any item of equipment, machinery or other facility included therein, any change in the tax or other laws of the United States of America or the State or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this 2019 Lease or out of the 2019 Resolution, including any failure of the Authority to acquire or to have acquired any portion of the equipment or other facilities covered or to be covered by this 2019 Lease on the date hereof or on

any date hereafter. The Lessee will bear all risk of damage to, or destruction in whole or in part, of the 2019 Facilities or any part thereof, including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents, or renders burdensome the use thereof or the compliance by the Lessee with any of the terms of this 2019 Lease.

Section 5.10. Lessee's Remedies. If the Authority shall fail to perform any of its agreements in this 2019 Lease, the Lessee may institute such action against the Authority as the Lessee may deem necessary to compel such performance so long as such action shall not violate the Lessee's obligations to pay Basic Rent or Additional Rent. The Lessee may at its own cost and expense, and in its own name or in the name of the Authority, prosecute or defend any action or proceeding against third parties or take any other action which the Lessee deems reasonably necessary in order to secure or protect its rights of possession, occupancy, and use of the 2019 Facilities under this 2019 Lease, in which event the Authority agrees to cooperate fully with the Lessee and to take all action necessary to effect the substitution of the Lessee for the Authority in any such action or proceedings if the Lessee shall so request.

Section 5.11. Tax Levy to Pay Rent. The Lessee will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. As security for the payments required to be made and the obligations required to be performed by the Lessee hereunder, the Lessee hereby pledges to the Authority its full faith and credit and taxing power for such payment and performance. The Lessee, in order to make such funds available for such purpose in each fiscal year, will, in its general revenue, appropriation, and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this 2019 Lease, include sums sufficient to satisfy the payments required to be made under this 2019 Lease, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the Lessee to make the payments provided for pursuant to the terms of this 2019 Lease shall constitute a general obligation of the Lessee and a pledge of the full faith and credit of the Lessee to provide the funds required to fulfill such obligation.

Section 5.12. [Reserved].

Section 5.13. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the revenue derived from the 2019 Facilities superior to the lien herein created for the payment of the Series 2019 Bonds. Nothing contained herein, however, shall restrict the issuance of bonds or obligations from time to time payable from the revenue derived from the 2019 Facilities and secured by a lien thereon junior and subordinate to the lien created to secure the payment of the Series 2019 Bonds.

Section 5.14. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking as to the lien on the revenue of the Authority derived from the 2019 Facilities *pari passu* with the Series 2019 Bonds for the specific purpose of financing further improvements or

additions, real or personal, to the 2019 Facilities, provided all the provisions of Section 507 of the 2019 Resolution are met.

[END OF ARTICLE V]

ARTICLE VI
REPAIRS, MAINTENANCE, OPERATION, AND ALTERATION
OF FACILITIES BY LESSEE,
RELEASE AND REMOVAL OF FACILITIES OR PORTIONS OF FACILITIES

Section 6.01. Use, Operation, Maintenance, and Repair. The Lessee will operate and use the 2019 Facilities only in furtherance of the lawful governmental, proprietary, and administrative purposes of the Lessee. The Lessee, at its own expense, at all times will maintain, preserve, and keep the 2019 Facilities and every part thereof and all property used in connection therewith in good condition, repair, and working order and will from time to time make all needed and proper repairs, replacements, additions, betterments and improvements thereto so that the use of the operations pertaining to the 2019 Facilities and to every part thereof shall at all times be conducted properly.

Section 6.02. Removal of Equipment. Neither the Authority nor the Lessee is under any obligation to renew, repair or replace any inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary equipment or other personalty forming a part of the 2019 Facilities. In any instance where the Lessee in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable or unnecessary, the Lessee may remove such items of such equipment or personalty, in which event title to the same shall thereupon vest in the Lessee, and the Lessee may sell, trade, exchange or otherwise dispose thereof, as a whole or in part, without any responsibility or accountability to the Authority, and upon such determination said equipment or personalty shall no longer be a part of the 2019 Facilities.

Section 6.03. 2019 Facilities Free from Liens. The Lessee will not permit, either in the operation, maintenance, repair, improvement, alteration or modification of the 2019 Facilities or any building, facility or equipment constituting any part hereof, any lien, debt, pledge, assessment, encumbrance or charge thereon, or on any part thereof, or upon the revenue derived therefrom, ranking equally with or superior to the charge or lien created upon , or the pledge of the Basic Rent from the 2019 Facilities made by the 2019 Resolution to secure the payment of the Series 2019 Bonds, and all lawful claims and demands for labor, materials, supplies or other charges, assessments or objects, which if unpaid might by law become a lien upon the 2019 Facilities or upon the revenue therefrom, will be promptly paid or discharged, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the Lessee may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge or assessment and, in the event of such contest, may permit such lien, charge or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom unless, by nonpayment of any such item the lien created by the 2019 Resolution on the revenue from the 2019 Facilities will be materially endangered or the 2019 Facilities or the revenue therefrom will be subject to loss or forfeiture, in which event such lien, charge or assessment shall be paid promptly. The Authority will cooperate fully with the Lessee in any such contest, and in the event the Lessee shall fail to pay any of the foregoing items required by this Section to be paid by the Lessee, the Authority may, but shall be under no obligation to, pay the same, and any amounts so advanced therefor by the Authority shall

become an additional obligation of the Lessee, which amount, together with interest thereon at the legal rate from the date thereof, the Lessee shall repay on demand.

Section 6.04. Alterations and Improvements to 2019 Facilities. The Lessee, from time to time, in its sole discretion and at its own expense, may make any additions, deletions, alterations, modifications or improvements to the 2019 Facilities, or to any buildings or other facilities constituting any part thereof, which it may deem desirable for its governmental or proprietary purposes, provided that no such additions, deletions, alterations, modifications or improvements shall adversely affect the structural integrity of any building or facility and provided that any damage to the 2019 Facilities or any part thereof occasioned by such additions, deletions, alterations, modifications or improvements shall be repaired by the Lessee at its own expense.

Section 6.05. Release and Removal of the 2019 Facilities or Portions of the 2019 Facilities. Upon the request of Columbus, the Authority shall promptly convey to Columbus all of the Authority's rights, title, and interest to any of the 2019 Facilities or any portions of the 2019 Facilities, if Columbus, in its sole discretion determines that it is necessary for and desirable for any such 2019 Facilities or portions thereof to be conveyed to Columbus. The release and removal from this Lease of any 2019 Facilities or any portions of the 2019 Facilities and conveyance thereof to Columbus shall in no way affect or diminish the obligations of Columbus to pay Basic Rent or Additional Rent under the provisions of this Lease.

[END OF ARTICLE VI]

ARTICLE VII
INSURANCE AND INDEMNITY

Section 7.01. Insurance. Throughout the term of this 2019 Lease, the Lessee shall carry property and casualty insurance (provided the same is available at a reasonable premium) covering the Authority and the Lessee, insuring against liability arising out of the interests of the insured parties in the 2019 Facilities to the same extent as the Lessee is covered by insurance against liability arising out of its interest in comparable facilities, and the Lessee shall keep the insurable portions of the 2019 Facilities continuously insured in the same manner and with the same relative coverage as comparable facilities of the Lessee are insured and shall pay, as the same shall become due, all premiums with respect to such insurance.

Section 7.02. Notice of Cancellation. All insurance policies hereby required shall contain, to the extent obtainable, an agreement by the insurer not to cancel such insurance without at least thirty days prior written notice to each of the insured parties. Certificates of all such insurance shall be furnished by the Lessee to the Authority.

Section 7.03. Deductible Amounts. All insurance carried by the Lessee shall be maintained with generally recognized responsible insurance companies or other entity authorized and qualified under the laws of the State to assume the risks thereof against loss or damage thereto from the following causes:

(a) all buildings and all machinery and equipment therein against loss or damage by fire, lightning, tornado or winds; and

(b) all other property against loss or damage by fire or lightning if the same is not fireproof, and against loss or damage from other causes customarily insured against by entities engaged in similar enterprises.

Such coverage shall be selected by the Lessee, and may be written with deductible amounts comparable to those on similar policies carried by the Lessee. All policies evidencing such insurance shall provide for the payment of all losses to be made directly to the Lessee. All insurance herein required may be contained in blanket policies now or hereafter maintained by the Lessee.

Section 7.04. Damage or Destruction. (a) If, prior to full payment of the Series 2019 Bonds or prior to provision for payment thereof having been made in accordance with the provisions of the 2019 Resolution, any building or other facility constituting any portion of the 2019 Facilities is destroyed or damaged by fire or other casualty to such extent as to require the repair, rebuilding, or replacement thereof, the Lessee will continue to make the payments of Basic Rent and Additional Rent required hereby, and all proceeds of insurance resulting from the claim for any such loss, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such proceeds, shall be paid to and held by the Lessee in a separate trust account, whereupon the Lessee will proceed promptly to repair, rebuild or restore the property damaged or destroyed to substantially the same condition as existed prior to the event causing such damage or destruction, with such changes, alterations, and modifications, including the

substitution and addition of other property, as may be desired by the Lessee unless the Lessee determines that such replacement or repair is not in the best interest of the Lessee. If such property is to be repaired, rebuilt, or restored, the Lessee will apply so much as may be necessary of such net proceeds of insurance to payment of the costs of such replacement or repair, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the cost of such rebuilding, replacement or repair, the Lessee will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the rents payable hereunder.

(b) Any balance of such net proceeds remaining after payment of all the costs of such repair, rebuilding or restoration, or if it shall be determined that such repair, rebuilding or restoration is not in the best interest of the Lessee, then and in that event all of such net proceeds shall be paid into the 2019 Sinking Fund and may, at the Lessee's option and to the extent practicable, be used for the payment of Series 2019 Bonds as provided in the 2019 Resolution or may be applied against payments of Basic Rent. If all Bonds payable from the 2019 Sinking Fund and the interest thereon shall have been paid or if sufficient funds will, under the provisions of this subsection, be placed in the 2019 Sinking Fund for the payment and defeasance of all Bonds payable from the 2019 Sinking Fund, then the excess, if any, of such proceeds over the amount required for such payment and defeasance shall be paid to the Lessee.

Section 7.05. Condemnation. In the event that title to, or the temporary use of, the 2019 Facilities, or any part thereof, shall be taken under the exercise of the power of eminent domain, the Lessee shall be obligated to continue to make the payments of Basic Rent and Additional Rent specified herein, and the Authority will cause the proceeds received by it from any award made in such eminent domain proceedings, after deducting therefrom the legal and other expenses, if any, incurred in obtaining such award, to be paid to and held by the Lessee in a separate trust account. All such proceeds received by the Lessee referable to taking of all or substantially all the 2019 Facilities, unless the Lessee by resolution of its governing body shall elect to have the proceeds applied in the manner provided in Section 7.07, shall be paid into the 2019 Sinking Fund, or, if all Bonds payable from the 2019 Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the 2019 Sinking Fund for the payment of all Bonds payable from the 2019 Sinking Fund by the payment of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.06. Condemnation Proceeds. All condemnation proceeds received by the Lessee referable to a taking of less than substantially all the 2019 Facilities, or less than substantially all of any facility constituting a part thereof, shall be applied by the Lessee as follows:

(a) If the Lessee, by resolution of its governing body, determines that the efficient utilization of the 2019 Facilities or the affected part thereof is not impaired by such taking, the net condemnation award shall be paid to the 2019 Sinking Fund.

(b) If determination is not made by the governing body of the Lessee that the efficient utilization of the 2019 Facilities or the affected part thereof is not impaired by such taking, the Lessee shall proceed promptly to use the proceeds of the net condemnation award to repair, rebuild and restore or to rearrange the 2019 Facilities, or the portions thereof affected by such taking, to a condition substantially comparable to that which existed prior to such taking insofar as may be possible, or the Lessee shall direct the Authority to use such proceeds, to the extent practicable, to acquire unencumbered title to other facilities suitable for the Lessee's purposes, which facilities shall, upon such acquisition, become a part of the 2019 Facilities and shall be available for use by the Lessee without the payment of any rent other than that herein provided, to the same extent as if such other facilities were specifically described herein and demised hereby, and any balance of the net condemnation award shall be paid into the 2019 Sinking Fund or, if such repair, replacement or rearrangement is not possible so as to make the 2019 Facilities and all portions thereof suitable for the use of the Lessee, or if the Lessee, by resolution of its governing body shall determine that such repair, rebuilding, replacement or rearrangement would not be in the best interest of the Lessee, all the net condemnation award shall be deposited into the 2019 Sinking Fund, and the Lessee may apply such deposits to the payment of Basic Rent. If such property is to be repaired, replaced, or rearranged, the Lessee will apply so much as may be necessary of such net proceeds of the condemnation award to payment of the costs of such repair, replacement, or rearrangement, either on completion thereof or, at the Lessee's option, as the work progresses. In the event such net proceeds are not sufficient to pay in full the costs of such repair, replacement or rearrangement, the Lessee will complete the work involved and will pay that portion of the costs thereof in excess of the amount of such net proceeds. The Lessee will not, by reason of the payment of such excess costs, be entitled to any reimbursement or to any abatement or diminution of the Basic Rent payable hereunder.

(c) If all Bonds payable from the 2019 Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the 2019 Sinking Fund for the payment and defeasance of all Bonds payable from the 2019 Sinking Fund, together with the reasonable charges and fees, if any, to the Bond Registrar and Paying Agent, by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment shall be paid to the Lessee.

Section 7.07. Repair by the Lessee. If, in accordance with any of the foregoing provisions of this Article, the property is to be repaired or replaced after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking shall be paid into a special trust fund to be then created. Such trust fund shall be held by the Lessee during such repairing, renewing or replacing, in accordance with and subject to, and the Lessee, acting as trustee of said fund, shall disburse the money held in such special fund.

Section 7.08. Parties to Condemnation. In the event proceedings shall be instituted for the exercise of the power of eminent domain, the Lessee shall be made a party thereto and, if not made a party thereto by the condemnor, shall be brought into the proceedings by appropriate proceedings of the Authority so that adjudication may be made of such damages, if any, as are to be paid to the Lessee as compensation for loss of its rights in the premises.

Section 7.09. Authority Indemnified; Immunity of Members of the Authority. (a) During the term of this 2019 Lease, the Lessee, at its own expense, shall handle to conclusion all claims obtained against the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about any portion of the 2019 Facilities occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the Lessee, and its agents or employees in connection with the operation, management, or maintenance of any part of the 2019 Facilities, (ii) any use, non-use, condition of or defect in any part of the 2019 Facilities, and (iii) any failure, breach, or default on the part of the Lessee in the performance of or compliance with any of the obligations of the Lessee under the terms of this 2019 Lease. Nothing herein shall be construed as waiving any rights of the Lessor or the Lessee under the doctrine of sovereign immunity.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this 2019 Lease or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2019 Bonds, the adoption of the 2019 Resolution, or the performance of any act requested of the Authority by the Lessee, nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the Lessee shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the Lessee shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant, or agreement of the Authority contained in this 2019 Lease or in the Series 2019 Bonds or the 2019 Resolution for any claim based hereon or thereon against any member, officer, or employee, of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority whether by virtue of any constitutional provision, statute, or rule of law. This Lease, the Series 2019 Bonds, and the 2019 Resolution are solely corporate obligations, and no personal liability shall attach to, or be incurred by, any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the Lessee, and all personal liability of any character against every such member, officer, and employee is, by the execution of this 2019 Lease, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section shall survive the termination of this 2019 Lease.

[END OF ARTICLE VII]

ARTICLE VIII REMEDIES

Section 8.01. Events of Default. Each of the following events shall be an event of default that is to say if:

(a) Any payment of Basic Rent or Additional Rent herein contracted to be paid by the Lessee shall not be made in full as and when the same shall become due and payable.

(b) The Lessee shall fail to perform any of the other agreements, conditions, covenants, or terms herein required to be performed by the Lessee (other than as specified in (a) above) and such default shall continue for a period of thirty days after written notice has been given to the Lessee by the Authority specifying such default and requesting that it be remedied (or within a greater number of days if such remedy has been undertaken and is being diligently pursued and more than 30 days is required for its completion) unless the Authority agrees in writing to an extension of such time prior to its expiration, provided, however, that if, by reason of force majeure, the Lessee is unable, in whole or in part, to perform the obligations on its part herein undertaken (other than the obligations relating to the payment of Basic Rent and Additional Rent, the payment of utility charges, the providing of insurance, and the indemnification of the Authority), the Lessee shall not be deemed in default during the continuance of such inability to perform. The term *force majeure*, shall mean, without limitation, acts of God; strikes, work stoppages, or similar disturbances; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accident to machinery or equipment; partial or entire failure of utilities, or any other cause or event not reasonably within the control of the Lessee. The Lessee will, however, use its best efforts to remedy, with all reasonable dispatch, the cause or causes preventing the Lessee from carrying out such obligations, provided, that the settlement of strikes, work stoppages, and similar disturbances shall be entirely within the discretion of the Lessee and the Lessee shall not be required to make settlement of such disturbances by acceding to the demands of the opposing party or parties when such course is, in the judgment of the Lessee, unfavorable to the Lessee.

(c) An event of default as described in the 2019 Resolution occurs and is continuing under the 2019 Resolution.

Section 8.02. Remedies on Default.

(a) Whenever any event of default referred to in the preceding Section shall have occurred and be continuing:

(1) The Authority, after written notice to the Lessee, may declare all installments of Basic Rent payable for the remainder of this 2019 Lease term to be immediately due and payable whereupon the same shall become immediately due and payable, and the Lessee shall pay to the Authority an amount equal to all unpaid installments of Basic

Rent for the remainder of the term hereof, provided, however, that, after such full recovery and payment of the expenses thereof then, upon payment of the principal of all Outstanding Bonds and accrued interest due to the date of payment, together with any other amounts due to the Bondowners by reason of any provision hereof, there shall be refunded to the Lessee an amount equal to the interest on the Outstanding Bonds which would accrue subsequent to the payment date. The right to make any such declaration of acceleration, however, is subject to the condition that if, (i) at any time after such declaration, but before the Series 2019 Bonds shall have matured by their terms, or have been paid as a result of such declaration of acceleration, all overdue Basic Rent, together with interest thereon and the reasonable and proper charges associated therewith and all other sums then payable by the Lessee under this 2019 Lease, except Basic Rent due and payable solely by virtue of such declaration, shall either be paid by or for the account of the Lessee or (ii) provision satisfactory to the Authority shall be made for such payment, and all defaults under this 2019 Lease, other than the payment of Basic Rent due and payable solely by reason of such declaration, shall be made good or be secured to the satisfaction of the Authority or (iii) provision deemed by the Authority to be adequate shall be made therefor, then and in the event of such declaration, the Authority may rescind and annul such declaration and its consequence unless there shall have been delivered to the Authority written direction to the contrary by the owners of a majority in principal amount of the Outstanding Bonds, but no such rescission or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

(2) The Authority may re-enter and take possession of all or such portions of the 2019 Facilities as may be demanded without terminating this 2019 Lease and may operate or sublease such facilities for the account of the Lessee, holding the Lessee liable for the difference between net income or the rent and other amounts paid by such sublessee and the Basic Rent and other amounts payable by the Lessee hereunder.

(3) The Authority may terminate this 2019 Lease as to all or such portion of the 2019 Facilities as may be demanded and exclude the Lessee from possession of such facilities and use its best efforts to operate or lease the same to another for the account of the Lessee, provided, however, the Authority shall have no power to terminate the obligation of the Lessee to pay Basic Rent hereunder, and the Lessee will continue to pay such Basic Rent as and when the same shall become due.

(b) In the event demand is made, in accordance with the provisions of this Section, for possession of any portion of the 2019 Facilities, the Lessee will immediately surrender such possession, and the Authority may enter and take such possession, and the Lessee waives any and all right to recover or regain possession of such premises.

(c) The Authority may take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent then due and thereafter to become due, or to enforce the specific performance and observance of all obligations, agreements, and covenants of the Lessee under this 2019 Lease, the 2019 Resolution, and the Series 2019 Bonds.

(d) Any funds obtained pursuant to action taken under this Section, less all costs and expenses involved in the obtaining of such funds, shall be paid into the 2019 Sinking Fund and applied in accordance with the provisions of the 2019 Resolution or, if the Series 2019 Bonds have been fully paid or provision for payment thereof has been made in accordance with the provisions of the 2019 Resolution, to the Lessee.

(e) The Basic Rent and Additional Rent herein contracted to be paid by the Lessee shall remain payable until payment of the Series 2019 Bonds or provision for payment, in accordance with the terms of this 2019 Lease and 2019 Resolution, has been made.

Section 8.03. Payment After Default. No receipt of money hereunder from the Lessee after any such event of default shall operate to reinstate, continue, or extend the right of possession of the Lessee or affect in any way any notice theretofore given to the Lessee or operate as a waiver of the rights given hereby to enforce the payment of any Basic Rent or Additional Rent then due or thereafter falling due or operate as a waiver of any right to recover possession of the 2019 Facilities or any part thereof by proper suit, action, proceeding, or remedy and, after the service of such notice or after the commencement of any suit, action, or summary proceeding or any other remedy, or after a final order of judgment for the possession of the 2019 Facilities or any part thereof, the Authority may demand, receive, and collect from the Lessee all money due or thereafter falling due without in any manner affecting such notice, proceeding, suit, action, order, or judgment.

Section 8.04. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this 2019 Lease or now or hereinafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given to the Authority hereunder shall also extend to the owners of the Series 2019 Bonds who shall be entitled to the benefits of all covenants and agreements herein contained.

Section 8.05. Attorneys' Fees and Expenses. In the event the Lessee should default under any of the provisions of this 2019 Lease and the Authority shall employ attorneys or incur other expenses for the collection of rent or the enforcement, performance, or observance of any obligation or agreement on the part of the Lessee herein contained, the Lessee will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.06. Waiver of Breach Limited. In the event any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under this 2019 Lease.

Section 8.07. Lessee Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this 2019 Lease or under the 2019 Resolution, the Authority hereby vests the Lessee with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.08. Failure to Enforce Agreement Not a Waiver. The failure of the Authority to enforce any agreement, condition, covenant, or term of this 2019 Lease by reason of any default or breach by the Lessee shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX
TERMINATION OF LEASE

Section 9.01. Cancellation of Lease by Payment of Bonds. The Lessee shall have the option to cancel or terminate this 2019 Lease at any time prior to full payment of the Series 2019 Bonds, or prior to the making of provision for payment thereof in accordance with the provisions of the 2019 Resolution, by depositing to the 2019 Sinking Fund an amount which, when added to the amount on deposit in the 2019 Sinking Fund, will be sufficient to pay and retire all Outstanding Bonds and the reasonable charges and fees, if any, of the Bond Registrar and Paying Agent, in accordance with the provisions of the 2019 Resolution.

Section 9.02. Conveyance of 2019 Facilities to Lessee. Upon full payment of the Series 2019 Bonds or upon the making of provision for payment thereof in accordance with the provisions of the 2019 Resolution, the Authority thereupon will convey all and real and personal property held by the Authority and constituting a part of the 2019 Facilities to the Lessee without further consideration. In accordance with Section 514 hereof, if Parity Bonds are issued hereafter and are outstanding upon full payment of the Series 2019 Bonds, any of the 2019 Facilities which does not receive any portion of the proceeds of such Parity Bonds for completion of or improvements or additions to the 2019 Facilities comprising such 2019 Facilities may be conveyed to the Lessee upon payment in full of the Series 2019 Bonds. The 2019 Facilities or portions of the 2019 Facilities may be released or removed from this Lease and conveyed to the Lessee prior to payment in full of the Bonds in accordance with Section 6.05.

[END OF ARTICLE IX]

ARTICLE X
MISCELLANEOUS PROVISIONS

Section 10.01. Bondowners as Third Party Beneficiaries. This Lease, in addition to being made for the benefit of the parties hereto, is made for the benefit of the owners from time to time of the Series 2019 Bonds issued in accordance with the 2019 Resolution and this 2019 Lease, and said owners shall succeed to any and all rights of the Authority in the manner provided in the 2019 Resolution.

Section 10.02. Amendment of Lease Restricted. Except as otherwise authorized hereby or by the 2019 Resolution, subsequent to the issuance of the Series 2019 Bonds and prior to their payment in full or prior to the making of provision for the payment thereof in accordance with the provisions of the 2019 Resolution, this 2019 Lease may not be amended, changed, modified, altered, or terminated except as authorized hereby or by the 2019 Resolution.

Section 10.03. Severability. In case any one or more of the provisions of this 2019 Lease or of the Series 2019 Bonds issued hereunder and under the 2019 Resolution shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Series 2019 Bonds unless expressly so held, but this 2019 Lease and the Series 2019 Bonds shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and if any provisions hereof conflict with any applicable provision of Georgia law, such law as adopted by the legislature and as interpreted by the courts of the State shall prevail and shall be substituted for any provision hereof in conflict or not in harmony therewith.

Section 10.04. Counterparts. This Lease Contract may be executed concurrently in two or more counterparts, each of which shall be an original, and it shall not be necessary, in making proof of this 2019 Lease Contract, to produce or account for more than one such counterpart.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority has caused this 2019 Lease Contract to be executed in its corporate name and has caused its corporate seal to be hereunto impressed and attested and the Lessee has caused this 2019 Lease to be executed in its corporate name and its corporate seal to be hereunto impressed and attested, all by their respective duly authorized officers as of the day and year first above written.

COLUMBUS BUILDING AUTHORITY

(SEAL)

By: _____
Chairman

Attest: _____
Secretary/Treasurer

Signed, sealed and delivered
this ____ day of _____, 2019.

Witness

Notary Public

COLUMBUS, GEORGIA

By: _____
Mayor

Attest: _____
Clerk of Council

(SEAL)

Signed, sealed and delivered
this ____ day of _____, 2019.

Witness

Notary Public

[EXHIBITS 1 – 12]

ESCROW DEPOSIT AGREEMENT

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS
(TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B
and

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC
DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C

This Escrow Deposit Agreement, dated October __, 2019 (this “Agreement”), by and between the Columbus Building Authority, (the “Authority”), a body corporate and politic created and existing under the Constitution and laws of the State of Georgia, and Regions Bank, Atlanta, Georgia, as escrow agent (the “Escrow Agent”), a state banking association created under the laws of the State of Alabama.

WITNESSETH:

WHEREAS, the Authority, pursuant to a resolution adopted January 13, 2010 (the “2010 Resolution”), issued its CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B, in the original aggregate principal amount of \$72,320,000 (the “Series 2010B Bonds”), and its CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C, in the original aggregate principal amount of \$2,090,000 (the “Series 2010C Bonds”); and

WHEREAS, the Series 2010B Bonds are outstanding in the full aggregate principal amount of \$72,320,000 and mature on January 1, 2040, and the Series 2010C Bonds are outstanding in the full aggregate principal amount of \$2,090,000 and mature on January 1, 2040; and

WHEREAS, the Series 2010B Bonds and the Series 2010C Bonds may be redeemed prior to their maturity, at the option of the Authority, upon direction of Columbus, in whole or in part at any time beginning January 1, 2020 (the “Redemption Date”) at par; and

WHEREAS, the Authority has determined that all of the outstanding Series 2010B Bonds and Series 2010C Bonds shall be refunded (together, the “Refunded Bonds”), and in order to provide funds which will be sufficient to accomplish such refunding, the Authority will issue its COLUMBUS BUILDING AUTHORITY LEASE REVENUE REFUNDING BONDS, SERIES 2019, in the aggregate principal amount of \$75,565,000 (the “Series 2019 Bonds”), pursuant to a resolution adopted by the Authority on September 24, 2019 (the “2019 Resolution”); and

WHEREAS, pursuant to the 2019 Resolution, the Authority has authorized the refunding of the Refunded Bonds on the Redemption Date, and the execution of this Agreement; and

WHEREAS, the Authority intends to provide for the payment in full of the Refunded Bonds pursuant to this Agreement (i) by depositing irrevocably with the Escrow Agent, to the credit of the Escrow Fund (as defined herein) created by this Agreement, money in the amount of \$76,277,445.42 and/or Investment Securities (hereinafter defined) in a principal amount of not less than said sum which amount the Authority certifies to be sufficient to pay all principal and remaining interest on the Refunded Bonds on the Redemption Date, and (ii) by taking all other

actions required so that the Refunded Bonds will be deemed to have been paid within the meaning and with the effect expressed in the 2010 Resolution; and

WHEREAS, the Authority has verified the accuracy of the Escrow Fund disbursement requirements attached hereto as Exhibit C, furnished to it by Davenport & Company LLC, as financial advisor for the Series 2019 Bonds, which schedule reflects that the above described deposit to the Escrow Fund will provide funds sufficient to pay all principal and remaining interest on the Refunded Bonds on the Redemption Date; and

WHEREAS, as used herein, the term "Investment Securities" means direct obligations of the United States of America, U.S. Treasury Securities, described in Exhibit B hereto, which shall not be subject to redemption prior to their maturity.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Authority and the Escrow Agent agree as follows:

Section 1. Deposit of Money and Investment Securities.

Concurrently with the execution and delivery of this Agreement, \$76,277,445.42 of money and/or Investment Securities shall be deposited irrevocably with the Escrow Agent for deposit to the Escrow Fund. Said sum consists of a portion of the proceeds from the sale of the Series 2019 Bonds in the amount of \$76,277,442.00 and a cash deposit of \$3.42. The Authority certifies that such sum plus earnings from the Escrow Fund in the amount of \$284,102.21, is sufficient to pay the principal of and interest on the Refunded Bonds up to and including the Redemption Date.

Section 2. Establishment of Escrow Fund.

(a) There is hereby created and established with the Escrow Agent a special escrow fund (the "Escrow Fund") for the purposes set forth herein. The money held by the Escrow Agent together with any Investment Securities shall be held in irrevocable trust by the Escrow Agent separate and apart from other funds of the Authority and the Escrow Agent and applied solely to payment and redemption of the Refunded Bonds.

(b) The Escrow Agent acknowledges receipt of the money described in Section 1 and represents that with said money it will acquire such Investment Securities as approved by the Authority to be deposited in the Escrow Fund.

Section 3. Payment of Refunded Bonds; Use and Investment of Money.

(a) The Escrow Agent, no later than the Redemption Date of the Refunded Bonds, shall withdraw from the Escrow Fund and pay to Regions Bank, as paying agent for the Refunded Bonds, the amounts as set forth on Exhibit C hereto, sufficient to pay the principal of and interest coming due on the Refunded Bonds on the Redemption Date.

(b) No money deposited in the Escrow Fund pursuant to this Agreement nor principal or interest payments on any such Investment Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of and interest on the Refunded Bonds to the Redemption Date. The yield on any Investment Securities, shall not exceed the yield on the Series 2019 Bonds, which is 2.2540%.

(c) Upon the deposit of the money and Investment Securities set forth in Section 1 with the Escrow Agent, the Refunded Bonds shall cease to be entitled to any right or lien under the 2010 Resolution, other than the right to receive payment from the Escrow Fund, and the Refunded Bonds shall not be considered to be outstanding under the 2010 Resolution for any purpose except for the payment of the principal thereof and the interest thereon and for the registration and transfer thereof.

Section 4. Bondholders' Notices; Notice of Redemption.

(a) *Notice of Provision for Payment.* Regions Bank, as Escrow Agent for the Refunded Bonds, is hereby directed to mail, promptly following the date hereof, by first class mail, postage prepaid, a notice of provision for payment, substantially in the form attached hereto as Exhibit A-1 and Exhibit A-2 to each registered owner of the Refunded Bonds. Said notice shall also be filed electronically with the Electronic Municipal Market Access website ("EMMA"), an Internet based electronic filing system supported by the Municipal Securities Rulemaking Board ("MSRB").

(b) *Notice of Redemption.* Regions Bank, as registrar and paying agent for the Refunded Bonds, is hereby irrevocably directed to call the Refunded Bonds for redemption on the Redemption Date and, in accordance with the provisions of the 2010 Resolution, to send a notice of redemption of such Refunded Bonds in substantially the form attached hereto as Exhibit A-3 and Exhibit A-4 one time at least 30 days (but not more than 60 days) prior to the Redemption Date to the holders of each of such Refunded Bonds, by first class mail, postage prepaid, at the address shown on the register of the registrar for the Refunded Bonds. Said notice shall also be filed electronically with the Electronic Municipal Market Access website ("EMMA"), an Internet based electronic filing system supported by the Municipal Securities Rulemaking Board ("MSRB").

Section 5. Deemed Notice; Compensation.

(a) Regions Bank, in its capacity as registrar and paying agent for the Refunded Bonds, by the execution of the Acceptance and Acknowledgment of this Agreement, (i) deems the instructions contained herein to be the notice directing refunding and redemption of the Refunded Bonds in accordance with the 2010 Resolution and acknowledges receipt thereof, (ii) acknowledges that it has entered into a billing arrangement with the Authority for payment of its fees and expenses for services rendered and to be rendered as registrar and paying agent for the Refunded Bonds, and (iii) agrees that it shall have no lien or right of set-off whatsoever against the Escrow Fund for the payment of any such fees and expenses or otherwise.

(b) Regions Bank, in its capacity as Escrow Agent, by the execution of this Agreement, acknowledges and certifies that (i) it has duly authorized all necessary corporate action for the performance of its obligations as Escrow Agent under this Agreement, (ii) it is authorized and qualified to accept the duties of Escrow Agent pursuant to this Agreement, (iii) it has been paid in full its fees and expenses for services rendered and to be rendered hereunder as Escrow Agent for the Refunded Bonds, (iv) it shall have no lien or right of set-off whatsoever against the Escrow Fund for the payment of any such fees and expenses as Escrow Agent for the Refunded Bonds or otherwise, and (v) it will perform all services and assume its duties as such imposed by this Agreement subject to the terms and conditions hereof.

Section 6. Investment. Except as provided in Section 3 of this Agreement, the Escrow Agent shall have no power or duty to invest any funds held under this Agreement, to sell, transfer,

or otherwise dispose of the money or Investment Securities held hereunder, or to reinvest cash received from the principal or interest payments on such Investment Securities.

Section 7. Responsibilities and Rights of Escrow Agent; Indemnification.

(a) The Escrow Agent and its respective successors or assigns shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with (i) the execution and delivery of this Agreement, (ii) the creation of the Escrow Fund, (iii) the acceptance of the money or securities, if any, deposited therein, (iv) the purchase of Investment Securities, if any, (v) the retention of Investment Securities or the proceeds thereof, if any, (vi) the sufficiency of the money deposited to the Escrow Fund to accomplish the refunding of the Refunded Bonds, or (vii) any payment, transfer, or other application of money or obligations by the Escrow Agent in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Agent made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the Authority and the Escrow Agent assumes no responsibility for the correctness thereof. The Escrow Agent makes no representation as to the sufficiency of the money deposited to the Escrow Fund to accomplish the defeasance of the Refunded Bonds or to the validity of this Agreement as to the Authority and, except as otherwise provided herein, the Escrow Agent shall incur no liability with respect thereto. It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent may act through its agents and attorneys. Any payment obligation of the Escrow Agent hereunder shall be paid from, and is limited to funds available, established and maintained hereunder and the Escrow Agent shall not be required to expend its own funds for the performance of its duties under this Agreement. The Escrow Agent shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as reasonably practicable under the circumstances.

(b) To the extent authorized by law, the Authority agrees to indemnify, defend, and hold harmless the Escrow Agent and its officers, directors, agents, and employees from and against any liabilities, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements (including reasonable legal fees, costs and expenses) of whatsoever kind and nature, which may be imposed on, incurred by or asserted against, at any time, the Escrow Agent, arising from or out of the execution, delivery, or administration of this Agreement (including, without limitation, the establishment of the Escrow Fund, the acceptance of the securities and cash deposited therein, the sufficiency of the Investment Securities, the retention of the Investment Securities or the proceeds thereof, and any payment, transfer, or other application of securities or cash by the Escrow Agent in accordance with the provisions of this Agreement or as may arise by reason of any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties hereunder) except for those caused by the Escrow Agent's own gross negligence or willful misconduct. The obligations of the Authority to indemnify the Escrow Agent pursuant to this paragraph shall survive the termination of this Agreement and any resignation or removal of the Escrow Agent.

herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 13. Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

Section 14. Payments Due on Saturdays, Sundays, and Holidays. In any case where the date fixed for redemption of any Refunded Bonds shall be a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business day with the same force and effect as if made on the interest payment date or on the date of stated maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Agent or any successor thereto without the prior written consent of the Authority.

Section 16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflict of law principles.

Section 17. Resignation of Escrow Agent. The Escrow Agent may resign from its duties hereunder at any time upon thirty (30) days written notice to the Authority; provided however, such resignation shall not become effective until a successor escrow agent has been appointed by the Authority. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor escrow agent; however, if no successor has been appointed within the thirty (30) day notice period, the resigning Escrow Agent or any holder of the Refunded Bonds may petition any court of competent jurisdiction for the appointment of a successor escrow agent until a successor shall have been appointed as herein provided.

[Signature Pages to Escrow Deposit Agreement to follow]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Deposit Agreement to be executed by their duly authorized officers and their corporate seals to be hereunto affixed and attested, as of the day and year first above written.

COLUMBUS BUILDING AUTHORITY

By: _____
Chairman

(S E A L)

Attest: _____
Secretary

[Authority's Signature Page to Escrow Deposit Agreement]

REGIONS BANK,
as Escrow Agent

(S E A L)

By: _____

ACCEPTED AND ACKNOWLEDGED:

REGIONS BANK,
as Bond Registrar and Paying Agent
for the Refunded Bonds

(S E A L)

By: _____

[Bank's Signature Page to Escrow Deposit Agreement]

NOTICE OF PROVISION FOR PAYMENT

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS
(TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B

Date of Issue: January 28, 2010

NOTICE IS HEREBY GIVEN that provision for the payment of the above-captioned bonds more fully described below (the “Series 2010B Bonds”) has been made. The Series 2010B Bonds maturing on January 1, 2021, and thereafter will be called for redemption on January 1, 2020 (the “Redemption Date”). Regions Bank (the “Escrow Agent”) has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of October __, 2019, sufficient money to pay (i) the principal of and interest on the Series 2010B Bonds maturing on January 1, 2021 and thereafter on the Redemption Date.

Please see the table below for the breakdown of each maturity.

<u>Maturing January 1 in the Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP</u>
2021	\$2,605,000	4.700%	199112HT3
2022	2,685,000	4.900	199112HU0
2023	2,770,000	5.050	199112HV8
2024	2,860,000	5.200	199112HW6
2025	2,960,000	5.450	199112HX4
2026	3,065,000	4.600	199112HY2
2027	3,175,000	4.700	199112HZ9
2028	3,290,000	4.800	199112JA2
2029	3,415,000	4.875	199112JB0
2040*	45,495,000	6.050	199112JN4

The Escrow Agent shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in this notice or as printed on any bond. They are included solely for the convenience of the bondholders.

This notice is for information purposes only and does not require any action at this time. Holders will be notified prior to the Redemption Date.

REGIONS BANK, as Escrow Agent

By: _____

Dated: _____

CUSIP numbers on this Notice have been provided by the Paying Agent. No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein and reliance should be placed only on other bond identification information contained herein. The IRS Form W-9, Request for Taxpayer Identification Number and Certification, must be provided when presenting bonds for redemption. Effective January 1, 1993, under the Interest and Dividend Tax Compliance Act of 1983, 26 U.S.C.A. ' 3406(a)(1), Paying Agents are required to withhold 28% of gross payments to bondholders who fail to provide a valid taxpayer identification number on or before the date upon which bonds are presented for payment.

NOTICE OF PROVISION FOR PAYMENT

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC
DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C

Date of Issue: January 28, 2010

NOTICE IS HEREBY GIVEN that provision for the payment of the above-captioned bonds more fully described below (the “Series 2010C Bonds”) has been made. The Series 2010C Bonds maturing on January 1, 2040 will be called for redemption on January 1, 2020 (the “Redemption Date”). Regions Bank (the “Escrow Agent”) has received and has on irrevocable deposit under an Escrow Deposit Agreement, dated as of October __, 2019, sufficient money to pay (i) the principal of and interest on the Series 2010C Bonds maturing on January 1, 2040 on the Redemption Date.

Maturing January 1 <u>in the Year</u> 2040	<u>Principal Amount</u> \$2,090,000	<u>Interest Rate</u> 6.050%	<u>CUSIP</u> 199112JP9
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The Escrow Agent shall not be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in this notice or as printed on any bond. They are included solely for the convenience of the bondholders.

This notice is for information purposes only and does not require any action at this time. Holders will be notified prior to the Redemption Date.

REGIONS BANK, as Escrow Agent

By: _____

Dated: _____

CUSIP numbers on this Notice have been provided by the Paying Agent. No representation is made as to the correctness of the CUSIP number either as printed on the bonds or as contained herein and reliance should be placed only on other bond identification information contained herein. The IRS Form W-9, Request for Taxpayer Identification Number and Certification, must be provided when presenting bonds for redemption. Effective January 1, 1993, under the Interest and Dividend Tax Compliance Act of 1983, 26 U.S.C.A. § 3406(a)(1), Paying Agents are required to withhold 28% of gross payments to bondholders who fail to provide a valid taxpayer identification number on or before the date upon which bonds are presented for payment.

NOTICE OF REDEMPTION AND PAYMENT

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS
(TAXABLE – BUILD AMERICA BONDS – DIRECT PAYMENT), SERIES 2010B

Date of Issue: January 28, 2010

Maturing January 1 in the Year	Principal Amount	Interest Rate	CUSIP
2021	\$2,605,000	4.700%	199112HT3
2022	2,685,000	4.900	199112HU0
2023	2,770,000	5.050	199112HV8
2024	2,860,000	5.200	199112HW6
2025	2,960,000	5.450	199112HX4
2026	3,065,000	4.600	199112HY2
2027	3,175,000	4.700	199112HZ9
2028	3,290,000	4.800	199112JA2
2029	3,415,000	4.875	199112JB0
2040*	45,495,000	6.050	199112JN4

Notice is hereby given to the holders of the above described Series 2010B Bonds maturing on January 1, 2021 and thereafter have been called for redemption prior to maturity on January 1, 2020 (the "Redemption Date"). Redemption of such Series 2010B Bonds shall be made by the payment of the principal amount thereof and accrued interest thereon to the Redemption Date.

Payment of Series 2010B Bonds maturing on January 1, 2020 and thereafter will be made upon presentation and surrender thereof as follows:

First Class/Registered/Certified

Express Delivery

By Hand

Registered or certified insured mail is suggested when submitting Series 2010B Bonds for payment.

When inquiring about this redemption, please have the Series 2010B Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Series 2010B Bonds. Our Customer Service number is _____.

Interest on the Series 2010B Bonds shall cease to accrue on and after January 1, 2020.

This notice is given under and pursuant to the bond resolution which authorized the issuance of the Series 2010B Bonds and instructions received by the Paying Agent.

Dated this _____ day of _____, 2019.

REGIONS BANK, as Paying Agent

NOTICE OF REDEMPTION AND PAYMENT

COLUMBUS BUILDING AUTHORITY (GEORGIA)
CAPITAL IMPROVEMENT LEASE REVENUE BONDS (TAXABLE – RECOVERY ZONE ECONOMIC
DEVELOPMENT BONDS – DIRECT PAYMENT), SERIES 2010C

Date of Issue: January 28, 2010

Maturing January 1 <u>in the Year</u> 2040	<u>Principal Amount</u> \$2,090,000	<u>Interest Rate</u> 6.050%	<u>CUSIP</u> 199112JP9
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Notice is hereby given to the holders of the above described Series 2010C Bonds maturing on January 1, 2040 have been called for redemption prior to maturity on January 1, 2020 (the "Redemption Date"). Redemption of such Series 2010C Bonds shall be made by the payment of the principal amount thereof and accrued interest thereon to the Redemption Date.

Payment of Series 2010C Bonds maturing on January 1, 2040 will be made upon presentation and surrender thereof as follows:

<u>First Class/Registered/Certified</u>	<u>Express Delivery</u>	<u>By Hand</u>
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Registered or certified insured mail is suggested when submitting Series 2010C Bonds for payment.

When inquiring about this redemption, please have the Series 2010C Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Series 2010C Bonds. Our Customer Service number is _____.

Interest on the Series 2010C Bonds shall cease to accrue on and after January 1, 2020.

This notice is given under and pursuant to the bond resolution which authorized the issuance of the Series 2010C Bonds and instructions received by the Paying Agent.

Dated this ____ day of _____, 2019.

REGIONS BANK, as Paying Agent

INVESTMENT SECURITIES

Description of the Escrowed SecuritiesEscrow CostColumbus, GeorgiaColumbus Building Authority (Georgia) - Lease Revenue Refunding Bonds,
Series 2019

<u>Type of Security</u>	<u>Maturity Date</u>	<u>Par Amount</u>	<u>Rate</u>	<u>Total Cost</u>
<u>SLGS</u>	<u>1/1/2020</u>	<u>\$76,277,442.00</u>	<u>1.920%</u>	<u>\$76,277,442.00</u>
-	-	<u>\$76,277,442.00</u>	-	<u>\$76,277,442.00</u>

<u>Purchase Date</u>	<u>Cost of Securities</u>	<u>Cash Deposit</u>	<u>Total Escrow Cost</u>
<u>10/22/2019</u>	<u>\$76,277,442</u>	<u>\$3.42</u>	<u>\$76,277,445.42</u>
-	<u>\$76,277,442</u>	<u>\$3.42</u>	<u>\$76,277,445.42</u>

\$

Escrow Account Disbursement Requirements for the Refunded Bonds

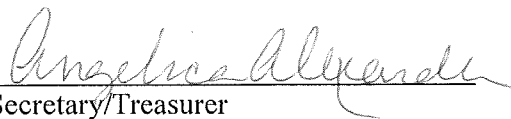
Escrow Sufficiency				
Columbus, Georgia				
Columbus Building Authority (Georgia) - Lease Revenue				
Refunding Bonds, Series 2019				
<u>Date</u>	<u>Escrow</u>	<u>Net Escrow</u>	<u>Excess</u>	<u>Excess</u>
	<u>Requirement</u>	<u>Receipts</u>	<u>Receipts</u>	<u>Balance</u>
<u>10/22/2019</u>	<u>0.00</u>	<u>3.42</u>	<u>3.42</u>	<u>3.42</u>
<u>1/1/2020</u>	<u>76,561,545.63</u>	<u>76,561,544.21</u>	<u>-1.42</u>	<u>2.00</u>
-	<u>76,561,545.63</u>	<u>76,561,547.63</u>	<u>2.00</u>	-

SECRETARY/TREASURER'S CERTIFICATE

I, the undersigned Secretary/Treasurer of the Columbus Building Authority, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the Columbus Building Authority in public meeting assembled on September 24, 2019, the original of which Resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)


Secretary/Treasurer



Columbus, Georgia

Pricing Results Presentation – Series 2019 Bonds



September 24, 2019

Member NYSE|FINRA|SIPC

Columbus, Georgia			
Moody's		S&P	
Aaa	AAA	Top Tier "Highest Possible Rating"	
Aa1	AA+	2nd Tier "Very Strong"	(Highest)
Aa2	AA		(Middle)
Aa3	AA-		(Lowest)
A1	A+	3rd Tier "Strong"	(Highest)
A2	A		(Middle)
A3	A-		(Lowest)
Baa1	BBB+	4th Tier "Adequate Capacity to Repay"	(Highest)
Baa2	BBB		(Middle)
Baa3	BBB-		(Lowest)
BB, B, CCC, CC, C, D		5th - 10th Tiers "Below Investment Grade"	
General Obligation Rating			

Moody's Observations – Affirmed Aa2 Rating

Moody's Rating Results

The Aa2 issuer rating reflects the city's large tax base, sound financial position, manageable fixed costs, reflecting a low debt burden, and limited long-term liabilities.

Credit Strengths

Large tax base

Stable financial position

Moderate fixed costs

Credit Challenges

Reliance on economically-sensitive sales tax revenues

Weak resident income and wealth levels

Factors that could lead to a upgrade

Trend of operating surpluses coupled with materially improved reserve and liquidity levels

Tax base expansion

Reduction in long-term liabilities

Factors that could lead to a downgrade

Significant increase in debt or capital needs

Tax base deterioration

Sustained trend of structural imbalance

S&P Observations – Affirmed AA+ Rating (Stable Outlook)

Rationale:

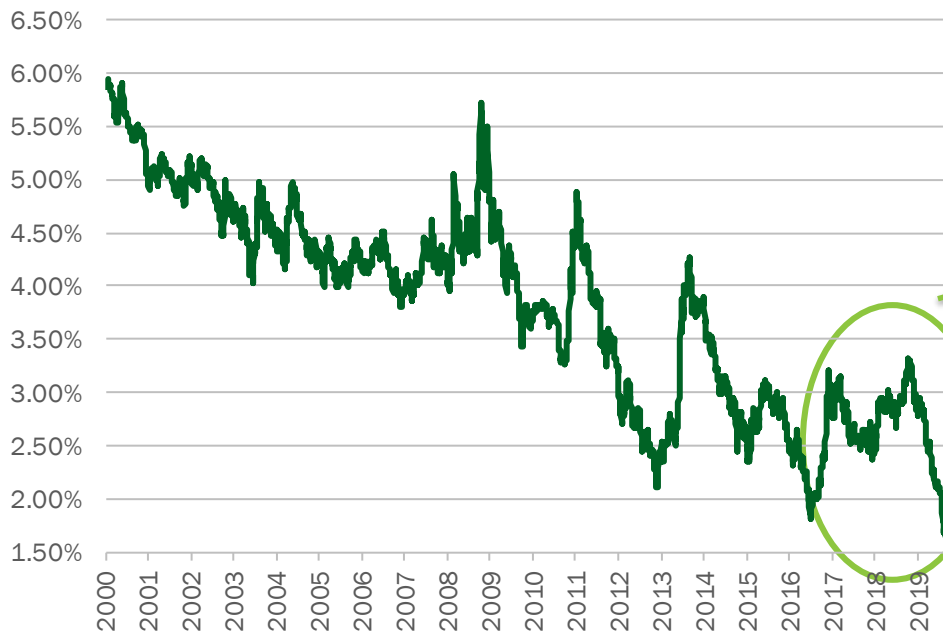
- S&P Global Ratings assigned its 'AA+' long-term rating to the Columbus Building Authority, Ga.'s series 2019 lease revenue refunding bonds, supported by the consolidated city-county government of Columbus, Ga. The outlook is stable.
- The long-term rating reflects our view of city's very strong budgetary flexibility and strong performance, coupled with very strong liquidity, and supported by strong financial management policies and practices.

Summary Rating Rationale:

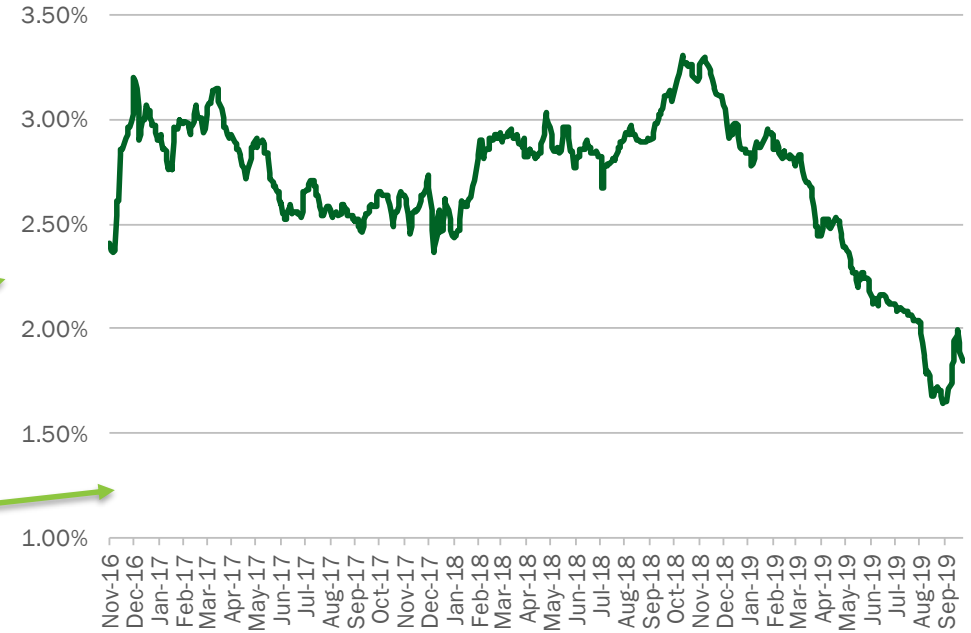
- **Adequate** economy, with access to a broad and diverse metropolitan statistical area (MSA);
- **Strong** management, with strong financial policies and practices under our Financial Management Assessment methodology;
- **Strong** budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- **Very Strong** budgetary flexibility, with an available fund balance in fiscal 2018 of 25% of operating expenditures;
- **Very Strong** liquidity, with total government available cash at 12.0% of total governmental fund expenditures and 2.3x governmental debt service, and access to external liquidity we consider strong;
- **Very Strong** debt and contingent liability position, with debt service carrying charges at 5.3% of expenditures and net direct debt that is 67.1% of total governmental fund revenue, as well as low overall net debt at less than 3% of market value and rapid amortization, with 71.8% of debt scheduled to be retired in 10 years; and,
- **Very Strong** institutional framework score.

Interest Rate Trends

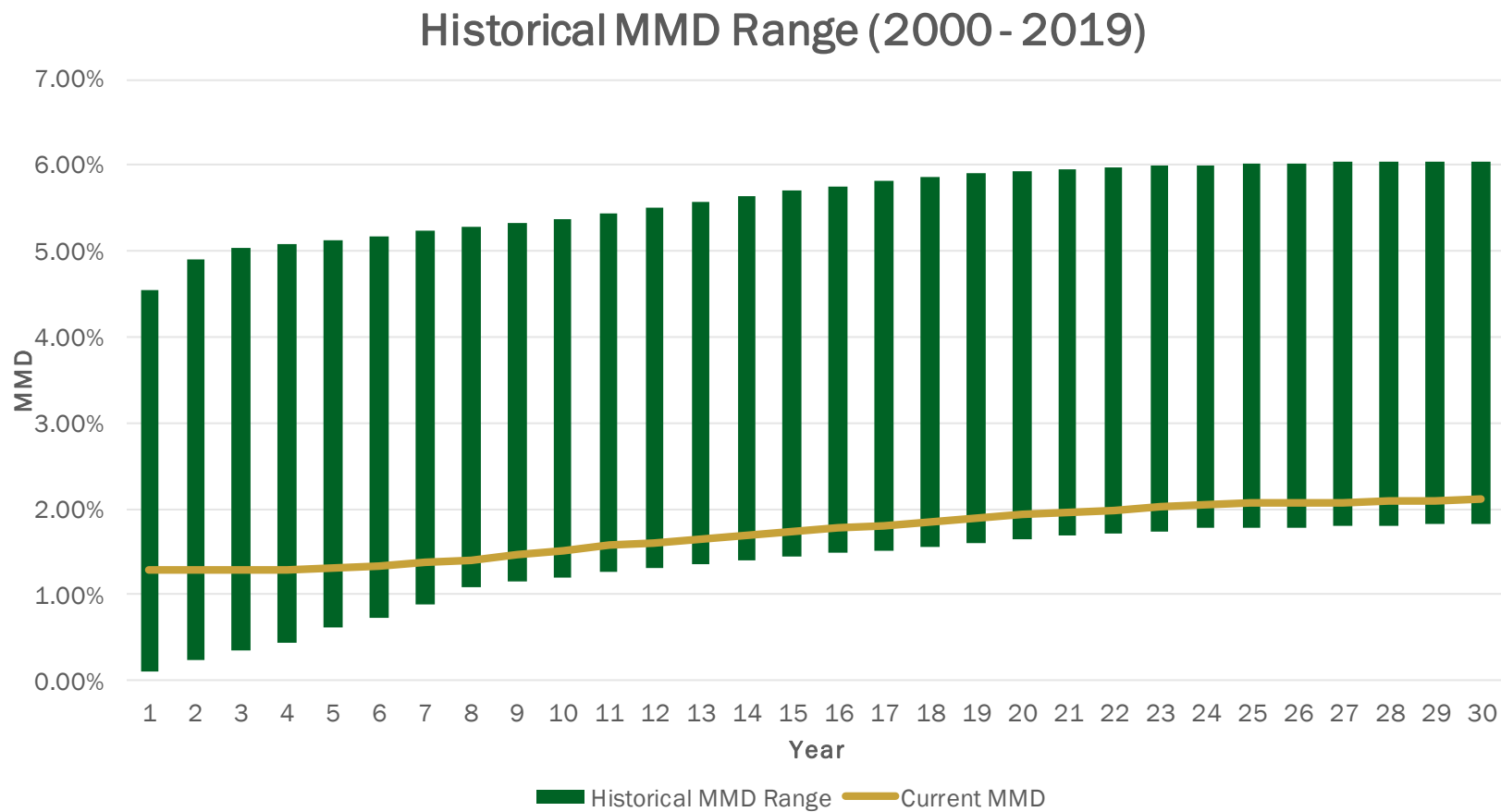
20 Year AAA MMD (Since 2000)



20 Year AAA MMD (Since November 2016)



As shown in the charts above, long term interest rates have continued to decline and remain at historic lows.



Competitive Bid Results

Columbus, Georgia Series 2019 Bonds	
Name of Bidder	TIC
Morgan Stanley & Co, LLC	2.356987%
J.P. Morgan Securities LLC	2.360161%
Citigroup Global Markets Inc.	2.370765%
Jefferies LLC	2.371663%
Robert W. Baird & Co., Inc.	2.393463%
Mesirow Financial, Inc.	2.400287%
Wells Fargo Bank, National Association	2.405754%
Bank of America Merrill Lynch	2.503956%

Morgan Stanley was the winning bidder. When including all of the costs of issuance, Columbus final All-In True Interest Cost for the Series 2019 Bonds was 2.417413%.

Final Pricing Results

Columbus, Georgia Series 2019 Final Pricing				
Maturity Date	Principal Amount	Coupon	Yield	Price
1/1/2020	\$1,115,000	5.000%	1.280%	\$100.707
1/1/2021	2,710,000	5.000%	1.290%	104.371
1/1/2022	2,840,000	5.000%	1.300%	107.967
1/1/2023	2,980,000	5.000%	1.320%	111.462
1/1/2024	3,125,000	5.000%	1.350%	114.824
1/1/2025	3,285,000	5.000%	1.370%	118.129
1/1/2026	3,445,000	5.000%	1.410%	121.211
1/1/2027	3,610,000	5.000%	1.480%	123.928
1/1/2028	3,785,000	5.000%	1.530%	126.618
1/1/2029	3,975,000	5.000%	1.590%	129.051
1/1/2030	3,395,000	5.000%	1.640%	128.558
1/1/2031	3,565,000	5.000%	1.700%	127.969
1/1/2032	3,735,000	3.000%	2.140%	107.139
1/1/2033	3,845,000	3.000%	2.200%	106.622
1/1/2034	3,955,000	4.000%	2.100%	115.804
1/1/2035	4,105,000	2.500%	2.590%	98.873
1/1/2036	4,200,000	2.625%	2.650%	99.670
1/1/2037	4,305,000	2.625%	2.710%	98.835
1/1/2038	4,415,000	2.750%	2.760%	99.855
1/1/2039	4,530,000	2.750%	2.810%	99.112
1/1/2040	4,645,000	2.750%	2.850%	98.470
Total	\$75,565,000			

The Bonds are
schedule to close on
October 22, 2019.

Refunding Results

Summary of Bonds Refunded

Series 2010B & 2010C & 2018

Coupon(s)	3.33 – 6.00%*
Maturities Refunded	2021-2040
Par Refunded	\$74,335,000
Call Date	January 1, 2020

Summary of Refunding Results

Gross Savings	\$13,449,629
Net Present Value Savings	\$10,853,273
Percent Savings	13.33%
All-In TIC	2.42%
Negative Arbitrage	\$44,094

Estimated Refunding Results

Fiscal Year	Prior Debt	Refunding Debt	
Ending	Service	Service	Annual Savings
6/30/2020	\$ 2,152,584	\$ 1,685,535	\$ 467,049
6/30/2021	6,314,221	5,630,956	683,265
6/30/2022	6,311,398	5,625,456	685,941
6/30/2023	6,308,785	5,623,456	685,329
6/30/2024	6,304,860	5,619,456	685,404
6/30/2025	6,305,277	5,623,206	682,071
6/30/2026	6,301,478	5,618,956	682,522
6/30/2027	6,295,992	5,611,706	684,286
6/30/2028	6,290,446	5,606,206	684,240
6/30/2029	6,287,432	5,606,956	680,476
6/30/2030	5,447,973	4,828,206	619,766
6/30/2031	5,445,325	4,828,456	616,869
6/30/2032	5,442,045	4,820,206	621,838
6/30/2033	5,437,929	4,818,156	619,773
6/30/2034	5,432,778	4,812,806	619,972
6/30/2035	5,426,390	4,804,606	621,784
6/30/2036	5,418,563	4,796,981	621,582
6/30/2037	5,414,097	4,791,731	622,366
6/30/2038	5,407,590	4,788,725	618,865
6/30/2039	5,403,839	4,782,313	621,526
6/30/2040	5,397,443	4,772,738	624,705

Total	\$ 118,546,446	\$ 105,096,817	\$ 13,449,629
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Version 01/13/2014 CH/DJG/RC/CR

Item Attachment Documents:

1. GEMA/HS EXPLOSIVE ORDNANCE DISPOSAL K9 PROGRAM GRANT

Approval is requested for the Sheriff's Office to submit an application and, if awarded, accept a grant from the Georgia Emergency Management Agency/Homeland Security for \$6,000, or as otherwise awarded, for operation of the canine explosive ordnance disposal program, and to amend the Multi-governmental fund by the amount awarded. Funds have been provided to the State of Georgia from the U.S. Department of Homeland Security to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.

**Columbus Consolidated Government
Council Meeting Agenda Item**

C. M. AGENDA ITEM #1

TO:	Mayor and Councilors
AGENDA SUBJECT:	GEMA/HS Explosive Ordnance Disposal K9 Program Grant
AGENDA SUMMARY:	Approval is requested for the Sheriff's Office to submit an application and, if awarded, accept a grant from the Georgia Emergency Management Agency/Homeland Security for \$6,000, or as otherwise awarded, for operation of the canine explosive ordnance disposal program, and to amend the Multi-governmental fund by the amount awarded. Funds have been provided to the State of Georgia from the U.S. Department of Homeland Security to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies.
INITIATED BY:	Muscogee County Sheriff's Office

Recommendation: Approval is requested for the Sheriff's Office to submit an application and, if awarded, accept a grant from the Georgia Emergency Management Agency/Homeland Security for \$6,000, or as otherwise awarded, for operation of the canine explosive ordnance disposal canine program, and to amend the Multi-governmental Fund by the amount of the award.

Background: Funds have been provided to the State of Georgia from the U.S. Department of Homeland Security to prevent, protect against, respond to, and recover from terrorist attacks, major disasters, and other emergencies. The Muscogee County Sheriff's Office is eligible to receive \$6,000 from a Fiscal Year 2018 Homeland Security state subgrant.

Analysis: Funds will be used to assist with and enhance the operation of the Muscogee County Sheriff's Office Explosive Detection Canine Program.

Financial Considerations: This is a one-time grant with no local match requirement. Funding will provide supplies and equipment for the Explosive Detection Canine Program.

Legal Considerations: The Columbus Consolidated Government is eligible to receive these funds on behalf of the Muscogee County Sheriff's Office. The Muscogee County Sheriff's Office will be bound by the terms and conditions of the grant award, including a previously signed agreement with GEMA/HS defining requirements and conditions for operation of an Explosive Ordnance Disposal K9 Program.

Recommendation/Action: Authorize the Sheriff's Office to submit and accept, if awarded, a grant in the amount of \$6,000, or as otherwise awarded, for the operation of the Muscogee County Sheriff's Office Explosive Detection Canine Program, and amend the Multi-governmental Fund by the amount of the award.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE SHERIFF’S OFFICE TO APPLY FOR AND ACCEPT, IF AWARDED, A GRANT FROM GEORGIA EMERGENCY MANAGEMENT AGENCY/HOMELAND SECURITY IN THE AMOUNT OF \$6,000, OR AS OTHERWISE AWARDED, WITH NO LOCAL MATCH REQUIRED, FOR OPERATING EXPENSES OF THE EXPLOSIVE ORDNANCE DISPOSAL K9 PROGRAM, AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT OF THE AWARD.

WHEREAS, the funding is available through a state subgrant from the Fiscal Year 2018 Homeland Security program of the U.S. Department of Homeland Security; and,

WHEREAS, the Muscogee County Sheriff’s Office operates an Explosive Ordnance Disposal K9 team; and,

WHEREAS, GEMA/HS has made \$6,000 of funding from this subgrant available to the Muscogee County Sheriff’s Office.

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

That the Muscogee County Sheriff’s Office is hereby authorized to submit an application for and if awarded, accept a grant from Georgia Emergency Management Agency/Homeland Security in the amount of \$6,000, or as otherwise awarded, with no local match, and to amend the Multi-Governmental Fund by the amount awarded.

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

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson, III, Mayor

Item Attachment Documents:

A. Annual Maintenance Renewal for Cisco Switches

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Annual Maintenance Renewal for Cisco Switches
INITIATED BY:	Finance Department

It is requested that Council approve payment to Cpak Technology Solutions (LaGrange, GA) in the amount of \$50,212.90, for the annual maintenance renewal for Cisco Switches, covering the period from September 1, 2019 through August 31, 2020, via Georgia Statewide Contract # 99999-SPD-T20120501-0006.

The Cisco switches are the "network" connectivity for the City. It includes the core switch, certain access points (wireless) and the switches all City computers are plugged into for network connectivity and internet.

Funds are budgeted in the FY20 Budget: General Fund - Information Technology – Computer Equipment Maintenance; 0101-210-1000-ISS-6511.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PAYMENT TO CPAK TECHNOLOGY SOLUTIONS (LAGRANGE, GA) IN THE AMOUNT OF \$50,212.90, FOR THE ANNUAL MAINTENANCE RENEWAL FOR CISCO SWITCHES, COVERING THE PERIOD FROM SEPTEMBER 1, 2019 THROUGH AUGUST 31, 2020, VIA GEORGIA STATEWIDE CONTRACT # 99999-SPD-T20120501-0006.

WHEREAS, the Cisco switches are the "network" connectivity for the City. It includes the core switch, certain access points (wireless) and the switches all City computers are plugged into for network connectivity and internet.

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

That the City Manager is hereby authorized to render payment to Cpak Technology Solutions (LaGrange, GA) in the amount of \$50,212.90, for the annual maintenance renewal for Cisco Switches, covering the period from September 1, 2019 through August 31, 2020, via Georgia Statewide Contract # 99999-SPD-T20120501-0006. Funds are budgeted in the FY20 Budget: General Fund - Information Technology – Computer Equipment Maintenance; 0101-210-1000-ISS-6511.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2019 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Item Attachment Documents:

B. Eight (8) Chevrolet Tahoe Pursuit Vehicles – Georgia Statewide Contract

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Eight (8) Chevrolet Tahoe Pursuit Vehicles – Georgia Statewide Contract
INITIATED BY:	Finance Department

It is requested that Council authorize the purchase of four (4) 2020 Chevrolet Tahoe pursuit vehicles for the Columbus Police Department at a unit price of \$33,554.00, for a total price of \$134,216.00; and four (4) 2020 Chevrolet Tahoe pursuit vehicles for the Muscogee County Sheriff's Office [one (1) at a unit price of \$33,619.00, and three (3) at a unit price of \$33,094.00 for a total price of \$132,901.00; from Hardy Chevrolet (Dallas, GA) for a grand total price of \$267,117.00, via Georgia State Contract #99999-SPD-ES40199409-0002.

The vehicles were approved in the FY20 Budget and will be used by the respective public safety officers in the performance of their duties. These are replacement vehicles.

Funding thru the GMA Direct Lease Program will be utilized for this purchase.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2020 CHEVROLET TAHOE PURSUIT VEHICLES FOR THE COLUMBUS POLICE DEPARTMENT AT A UNIT PRICE OF \$33,554.00, FOR A TOTAL PRICE OF \$134,216.00; AND FOUR (4) 2020 CHEVROLET TAHOE PURSUIT VEHICLES FOR THE MUSCOGEE COUNTY SHERIFFS OFFICE [ONE (1) AT A UNIT PRICE OF \$33,619.00, AND THREE (3) AT A UNIT PRICE OF \$33,094.00 FOR A TOTAL PRICE OF \$132,901.00]; FROM HARDY CHEVROLET (DALLAS, GA) FOR A GRAND TOTAL PRICE OF \$267,117.00, VIA GEORGIA STATE CONTRACT #99999-SPD-ES40199409-0002.

WHEREAS, the vehicles were approved in the FY20 Budget and will be used by the respective public safety officers in the performance of their duties. These are replacement vehicles.

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

That the City Manager is hereby authorized to purchase four (4) 2020 Chevrolet Tahoe pursuit vehicles for the Columbus Police Department at a unit price of \$33,554.00, for a total price of \$134,216.00; and four (4) 2020 Chevrolet Tahoe pursuit vehicles for the Muscogee County Sheriff's Office [one (1) at a unit price of \$33,619.00, and three (3) at a unit price of \$33,094.00 for a total price of \$132,901.00; from Hardy Chevrolet (Dallas, GA) for a grand total price of \$267,117.00, via Georgia State Contract #99999-SPD-ES40199409-0002. Funding thru the GMA Direct Lease Program will be utilized for this purchase.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2019 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Item Attachment Documents:

C. GMA Lease for Eight (8) Chevrolet Tahoe Pursuit Vehicles

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	GMA Lease for Eight (8) Chevrolet Tahoe Pursuit Vehicles
INITIATED BY:	Finance Department

It is requested that Council authorize the City Manager to execute a Supplement Lease under the GMA Direct Lease Program for the purchase of the eight (8) Chevrolet Tahoe pursuit vehicles, cited above in item B-1, for a grand total of \$267,117.00.

A RESOLUTION

NO. _____

RESOLUTION FOR SUPPLEMENTAL LEASES

A RESOLUTION TO AUTHORIZE AND DIRECT THE CITY MANAGER TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the “Master Lease”) dated as of _____, with Hardy Chevrolet for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The City Manager of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for **Eight (8) Chevrolet Tahoe pursuit vehicles** (the “Leased Property”); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
2. ☐ An appropriation in the City’s current operating budget has previously been made which shall be sufficient to pay the “Rentals” and the “Termination Payment” during the “Starting Term” under such Lease Supplements; or

(check box if applicable)

- ☐ An appropriation from unappropriated and unreserved funds in the City’s current operating budget is hereby made for the “Rentals” and the “Termination Payment” during the “Starting Term” under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.

3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.

4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the Columbus, Georgia (the "City"), and that the foregoing is a true copy of the ☐ Resolution or ☐ Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the _____, 20____, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this _____, 20____.

(SEAL)

City Clerk

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2019 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Item Attachment Documents:

A. Transportation Update - Pam Hodge, Deputy City Manager

TRANSPORTATION UPDATE

SEPTEMBER 24, 2019

TRANSPORTATION FUNDING

2

Item #A.

- ▶ Other Local Option Sales Tax (OLOST)
- ▶ Paving Fund
- ▶ Transportation Special Purpose Local Option Sales Tax (TSPLOST)
- ▶ GDOT Grants
- ▶ LMIG

ACTIVE CONSTRUCTION PROJECTS

3

Item #A.

- ▶ Follow Me Trail Bridge
- ▶ Forrest Road Phase I
- ▶ Bibb Mill Riverwalk
- ▶ City Mill Riverwalk
- ▶ Wynnton Road Streetscapes
- ▶ MLK Jr. Trail/Resurfacing
- ▶ Ft. Benning Road Streetscapes
- ▶ Ft. Benning Road Roundabout
- ▶ River Road/Bradley Park Drive

Ft. Benning Road Roundabout & Streetscapes





Item #A.











Item #A.





River Road Roundabout

13

Item #A.



- Five roadway intersection, with major conflict points
- Serves growing area of the city
- Roundabout will allow for continuous flow of traffic

Item #A.



Item #A.









Item #A.



Item #A.





Item #A.



Item #A.



Item #A.



Item #A.





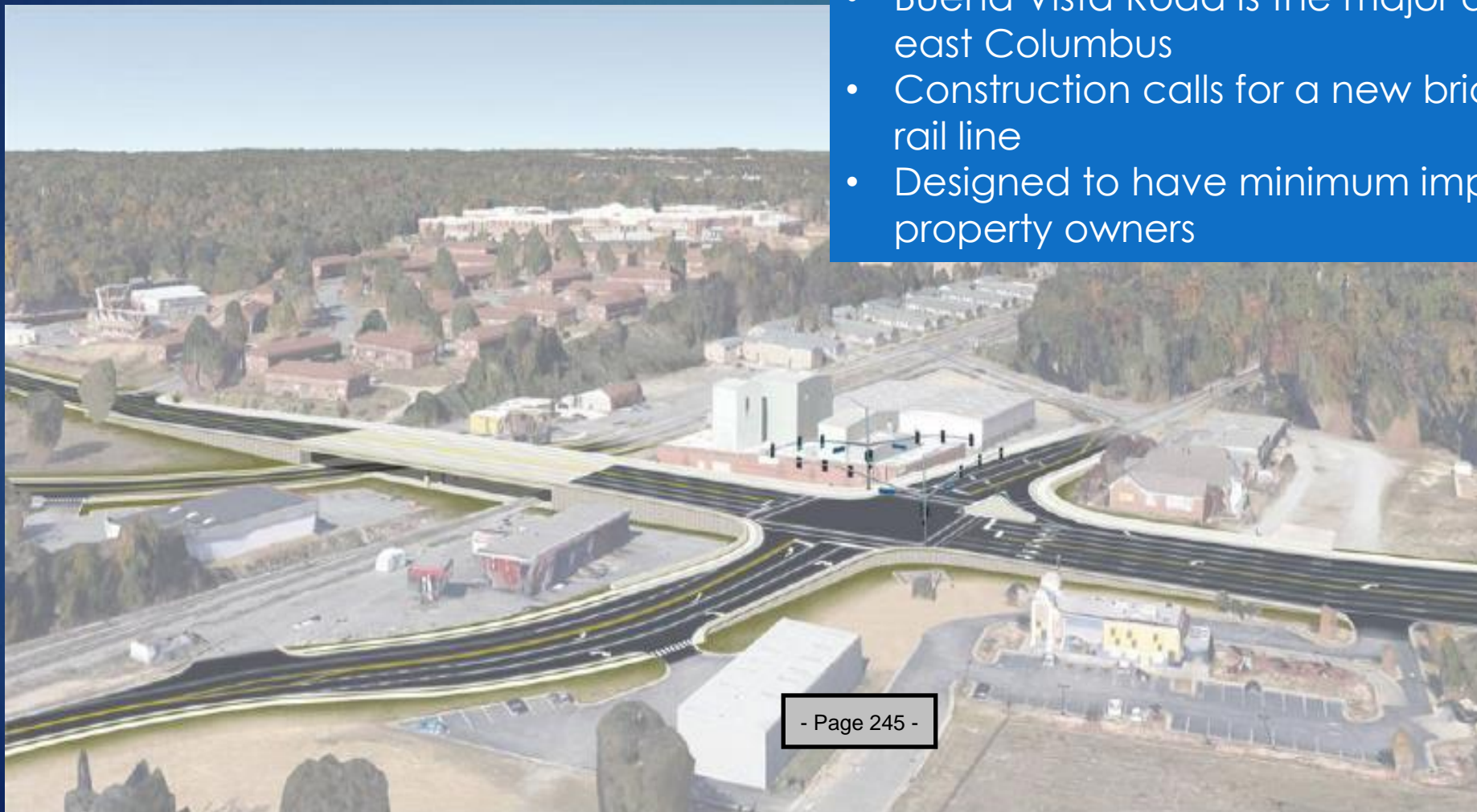
Item #A.

Buena Vista Road/Spiderweb Concept = \$48 million

27

Item #A.

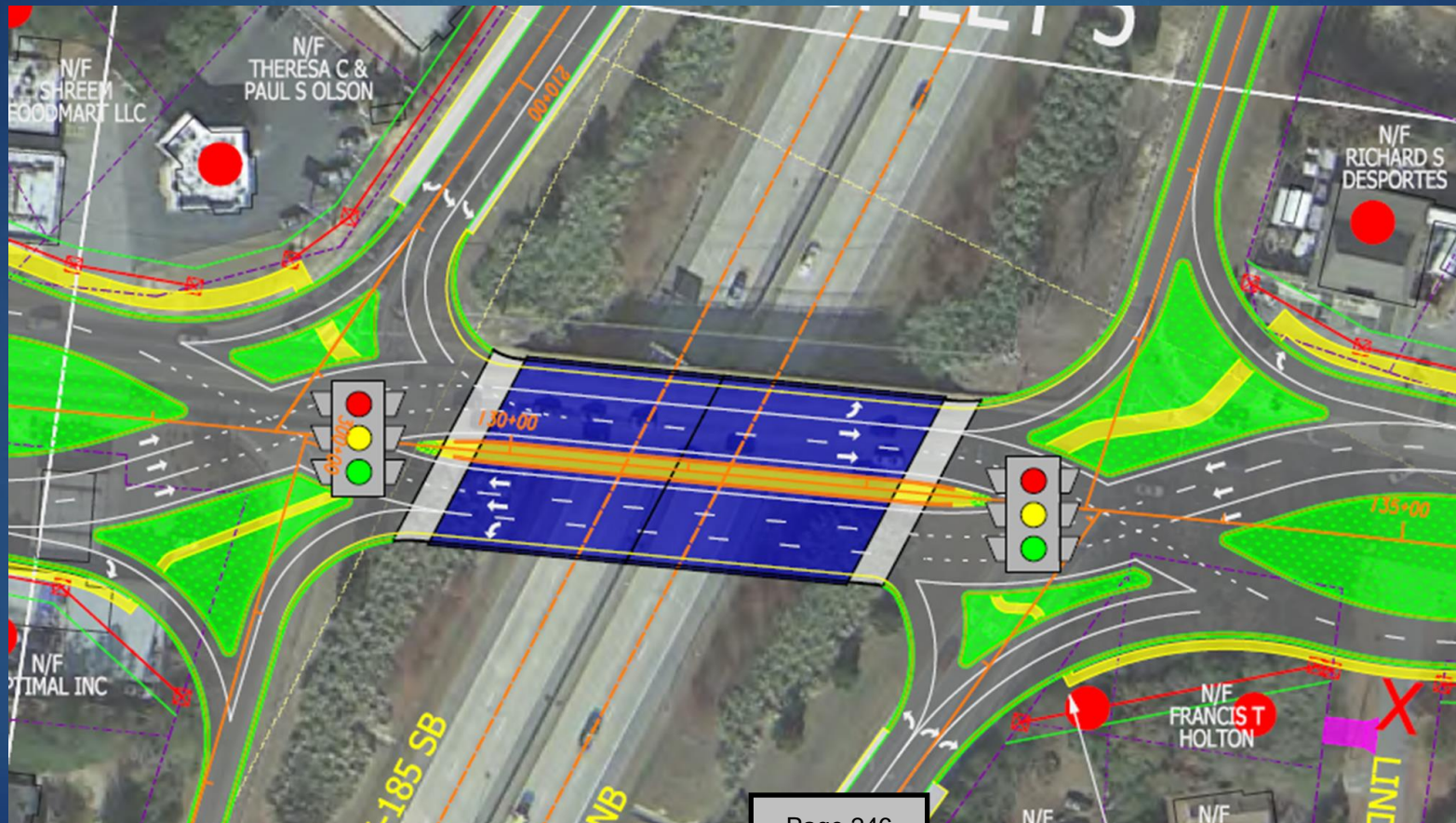
- Name comes from the intersection of several collector roadways into this one area
- Buena Vista Road is the major arterial serving east Columbus
- Construction calls for a new bridge over existing rail line
- Designed to have minimum impact on existing property owners



Buena Vista/I-185 Interchange = \$40 million

28

Item #A.



Cusseta Road/I-185 Interchange – CONCEPT ONLY = \$58 million

29

Item #A.



Other Projects Under Development or Design

32

Item #A.

- ▶ Benning Dr. Bridge
- ▶ Reese Road Bridge at Cooper Creek
- ▶ Claradon Bridge
- ▶ Calumet Drive Culvert
- ▶ Infantry Road and Trail (Connect Follow Me Trail to the Riverwalk)
- ▶ Mott's Green Renovation
- ▶ Fortson Rd/Williams Rd Intersection

QUESTIONS

Item Attachment Documents:

B. Government Center/SPLOST Update - Pam Hodge, Deputy City Manager

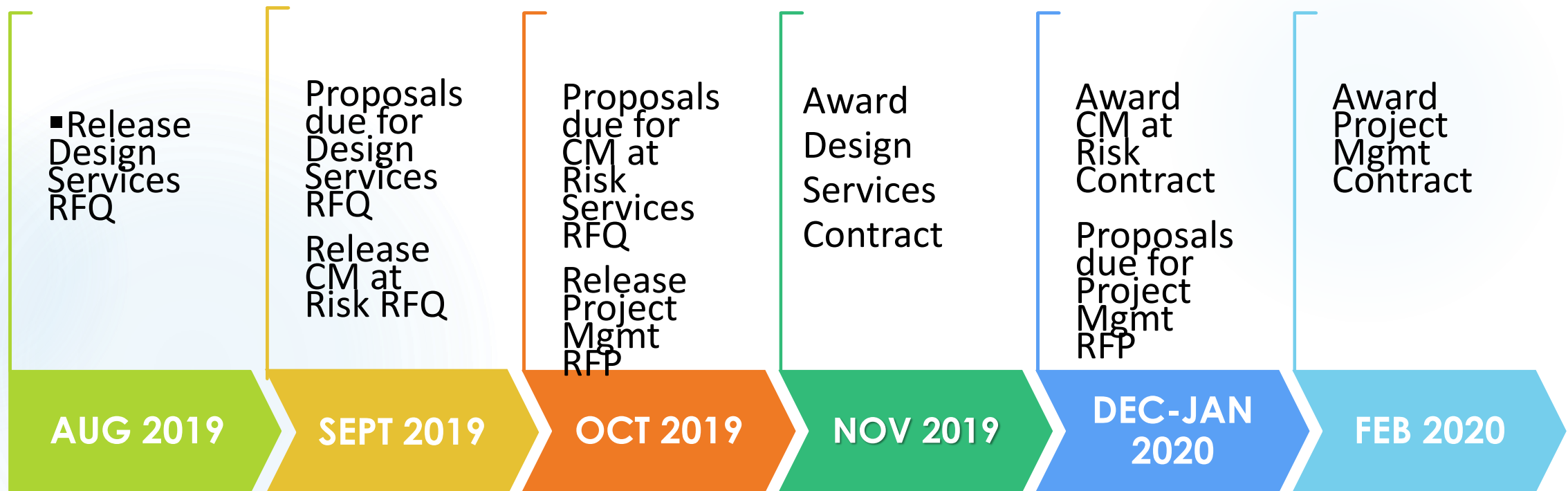
Government Center / SPLOST Update

September 24, 2019

Item #B.

Planning Process - Procurement Timeline

Item #B.



Government Center Options to Study

► Option 2

- EXISTING SITE. Complete demolition of the tower, wings, and parking garage. New Judicial Center. New Administration Building. New Parking Garage.

► Option 4

- NEW SITE. New Judicial Center. New Administration Building. New Parking Garage.

Government Center Options to Study

Item #B.

- ▶ Government Center Restoration Feasibility
 - ▶ Includes but not limited to:
 - ▶ Identifying suitable space for temporary relocation during renovations
 - ▶ Cost of relocation
 - ▶ Retrofitting space to accommodate courtrooms, holding cells, and offices
 - ▶ Providing for security at the temporary location
 - ▶ Relocation of the Information Technology Department

Government Center Options to Study

- ▶ Advertise the Government Center with conditions
 - ▶ Resolution of the site for the county seat
 - ▶ Remain in the tower during construction of the new facility
 - ▶ Rent during construction of no more than market rate
 - ▶ Type of development to include residential, hotel, office, retail, etc. or a combination
 - ▶ Timeline of the tower renovation, not to remain vacant
 - ▶ Parking arrangement, shared or independent

TIMELINE FOR 2020 SPLOST (General Election)

Item #B.



SPLOST Public Meetings

6:00 p.m. – 7:30 p.m.

- ▶ 10/24/2019 – CSC Council Chambers (District 1)
- ▶ 10/28/2019 – South Columbus United Methodist Church (District 3)
- ▶ 10/29/2019 – Comer Gym (District 8)
- ▶ 11/4/2019 – Northside Rec Center (District 2)
- ▶ 11/7/2019 – Shirley B. Winston Rec Center (District 4)
- ▶ 11/18/2019 – Salvation Army Worship Center (District 6)
- ▶ 11/19/2019 – CCG Annex (District 7)
- ▶ 11/21/2019 – Faith Worship Center (District 5)

SPLOST Public Meetings Agenda

Item #B.

- ▶ Opening by District Councilor
- ▶ Provide unedited list of potential projects for discussion purposes
- ▶ Citizen Input (Add or Remove projects from the list)
- ▶ Interactive Exercise
- ▶ Open Discussion

Questions?

Item Attachment Documents:

Legislative Agenda Items 2020 - Draft

COLUMBUS CONSOLIDATED GOVERNMENT

2020 PROPOSED LEGISLATIVE AGENDA

1. PUBLIC UTILITIES AND PUBLIC WATER SYSTEM RESERVOIRS:

The Columbus Consolidated Government is requesting that the legislative delegation consider amendments to or removal of exemptions to the Erosion and Sedimentation Act of 1975 for certain public utilities and public water system reservoirs so as to better protect public water system reservoirs such as Lake Oliver in Columbus, Georgia; and further requests the General Assembly and U.S. Corps of Engineers perform additional environmental studies at appropriate intervals to evaluate water flows, water quality siltation and sedimentation buildup on riverbanks in the Chattahoochee River above Columbus, Georgia. **(Request of Councilor Glenn Davis)**

Explanation:

The above amendments would ensure that water quality, water flows, siltation and sedimentation buildup on riverbanks in Lake Oliver and the Chattahoochee River above Columbus are appropriately monitored.

2. CONSOLIDATION OF MARSHAL AND SHERIFF'S DEPARTMENT:

The Columbus Consolidated Government is requesting that the legislative delegation to the Georgia General Assembly introduce legislation to consolidate the Offices of Marshal of Municipal Court and Sheriff of Muscogee County at the completion of the term of the current Marshal. **(Recommendation of the Public Safety Advisory Commission)**

Explanation:

The current Marshal has announced an intention to run for the Office of Sheriff of Muscogee County in 2020. The Council requests a consolidation of the Office of Marshal of Municipal Court and Sheriff of Muscogee County to be effective at the completion of the term of the current Marshal.

3. CASINO GAMING REFERENDUM:

The Columbus Consolidated Government is requesting the legislative delegation introduce or support legislation to authorize a statewide referendum for a constitutional amendment to allow Georgia citizens to vote as to whether casino gaming should be allowed in Georgia for the purpose of Hope Scholarship funding. Further, if any such constitutional amendment is adopted, this Council requests a local referendum be established for approval or rejection of any such casino gaming in Muscogee County. **(Carryover from 2017-Request of Mayor Pro Tem Evelyn Turner Pugh and Councilor Evelyn Mimi Woodson)**

Explanation:

To provide Hope Scholarships to college bound students to ensure that a lack of funding does not prevent them from going to college, staying in college and graduating from college.

4. THEATRICAL PERFORMANCE

The Columbus Consolidated Government is requesting the local legislative delegation to the Georgia General Assembly support HB 347 or similar legislation to amend OCGA Section 48-7-40.33 so as to shorten the original performance period from the current 12 months to 18 weeks; reduce the spending threshold from \$500,000 to \$100,000 in the aggregate during a taxable year; and further clarify parameters that define tier one and tier two counties in said legislation so as to provide additional allowance for the applicable incentive. **(Request of Councilor Judy Thomas)**

Explanation:

The Council supports amendment to OCGA Section 48-7-40.33 or legislation similar to HB 347 which provides better incentives such as spending thresholds and tax credits for musical or theatrical production companies in Georgia. (Councilor Thomas) (Request of Executive Director of the River Center for the Performing Arts)

5. PERSONAL CARE HOMES:

The Columbus Consolidated Government respectfully requests that the local legislative delegation introduce state-wide legislation that will require prompt notification of county and city police and fire departments, licensing departments, and planning and zoning departments upon licensing or licensing changes of child-caring institutions, foster care homes, and personal care homes as defined and used above. **(Requested by Councilor Glenn Davis/ Carry Over From Previous Years)**

Explanation:

This Council recognizes that the State of Georgia licenses facilities for various types of assistance for both children and adults in a home-like setting. Notification of county agencies and officials is often lacking at the time licenses to such facilities are granted by the State, including but not limited to, “child-caring institutions” defined at O.C.G.A. Section 49-5-3, “foster care homes” as defined at O.C.G.A. Section 49-5-60, and “personal care homes” as used in O.C.G.A. Section 25-2-13. The lack of awareness of the licensed facilities or changes in licensing status may prevent local governmental entities from acting promptly to protect the health and welfare of those persons in such facilities. The Council hereby requests that the local legislative delegation introduce a state-wide bill to require prompt notification to certain county/ municipal officials upon licensing or changes in

license status of child-caring institutions, foster care homes, and personal care homes by the State of Georgia.

6. COUNTY SPECIAL LOCAL OPTION SALES TAX MAINTENANCE RESERVE:

The Columbus Council is requesting that the legislative delegation consider amendments to the County Special Purpose Local Option Sales Tax imposed by Part 1 of Article 3 of Chapter 8 of Title 48 of the official Code of Georgia Annotation to allow consolidated governments to expend of up to 5% of the tax levied to be spent for future maintenance of the capital outlay projects approved by the referendum levying the tax. (Request of Mayor Skip Henderson)

Explanation:

Previous capital outlay projects in the Columbus Consolidated Government have demonstrated that when tax funds are expended on significant capital infrastructure, a maintenance reserve would greatly assist in improving the useful life and efficiency of such facilities and allow the better and more timely upkeep of projects built with taxpayer funds.

7. PREVENT FINANCIAL ABUSE OF SENIOR CITIZENS:

The Council of Columbus, Georgia desires that the local legislative delegation to the Georgia General Assembly introduce legislation similar to that passed in the State of Tennessee to assist banks, credit unions, and other financial institutions in fighting financial abuse of senior citizens. **(Request of Councilor Jerry Pop Barnes)**

Explanation:

This legislation will prevent financial abuse of seniors which in 2017 incurred losses of \$1.7 billion due to scams and fraudulent activities.

BUDGETARY LEGISLATIVE AGENDA ITEMS

APPROVED BY CITY COUNCIL

ON AUGUST 13, 2019

1. INTERSTATE 14:

The Columbus Consolidated Government is advocating support to include specific funding in the state budget for this D.O.T. Project, for an extension of I-14 to and through Columbus, Georgia and take any appropriate legislative action concerning this highway extension. *(Requested by Councilor John House)*

Explanation:

Interstate 14 is under construction in Texas and first officially opened on January 26, 2017 near Killeen, Texas. There are several benefits to have I-14 run through Columbus, Georgia to include Interstate Connection, Strategic Military Impact and Enhanced Economic Development. If extended to Columbus, Georgia, I-14 could run along J.R. Allen Parkway/Sam Wellborn Highway (Highway 80) with little modification of the current parkway. This Council desires that the local legislative delegation to the Georgia General Assembly support an extension of I-14 to and through Columbus, Georgia and include specific funding in the state budget for this D.O.T. Project and take any other appropriate legislative action concerning this highway extension.

2. NATIONAL INFANTRY MUSEUM:

The Columbus Consolidated Government is advocating support for the National Infantry Museum efforts to seek funding to extend the road Legacy Way to the north. The extension of Legacy Way would connect with the proposed new Infantry Road, which is currently under design and proposed for construction in 2021. The new two-lane roadway would provide access to property owned by the museum and afford it the opportunity to develop the site for retail and residential uses. *(Requested by Rick Jones)*

Explanation:

The National Infantry Museum is looking to develop the approximately 59 acres of land it owns just north of its main campus. To do this, a two-lane “spine” road is proposed that would run through the middle of the property and allow for the development of this site. Without the roadway, the property could remain vacant for some time, limiting the generation of any revenue that could be used for the maintenance and development of the museum. The estimated cost for this project has been established at \$2.7 million.

Item Attachment Documents:

September 25, 2019

Comprehensive Generator Services (Annual Contract) – RFP No. 20-0010

Scope of Bid

It is the intent of the Columbus Consolidated Government to establish an annual contract with a qualified licensed contractor to provide, maintain and/or repair generators at various locations.

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

September 27, 2019

Design/Build Services for Lindsay Drive Slope Failure Repair – RFP No. 20-0003

Scope of RFP

Columbus Consolidated Government is seeking proposals from a design / build team to evaluate, design, and repair a slope failure located between 8th Street and Lindsay Drive at Terminal Court in Columbus, GA. Slope movement and continual erosion along this unstable slope has reached a point that the support of 8th Street is becoming compromised.

Inmate Food Service Management for Muscogee County Prison (Annual Contract) – RFP No. 20-0005

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals for food service management for inmates at the Muscogee County Prison. Inmate Food Service Management includes, but is not limited to, the furnishing of all required labor, food, beverages, materials, supplies, and chemicals necessary to provide food services for the inmates and staff at the Prison.

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

October 2, 2019

**Columbus Consolidated Government
Bid Advertisement - Agenda Item**

September 25, 2019

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

October 2, 2019

1. Transmissions & Transmission Services for Public Works (Annual Contract) – RFP No. 20-0011

Scope of Bid

Provide repair/rebuild services for various types of transmissions for Public Works Department - on an “as needed” basis.

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

October 9, 2019

1. Tree Removal & Stump Grinding/Removal Services (Annual Contract) – RFP No. 20-0012

Scope of Bid

Provide Columbus Consolidated Government with professional services on an “as needed” basis for the following options:

Option 1) Remove trees (and all related debris) throughout the City on an “as needed” basis.
Option 2) Provide stump grinding/removal services throughout the City on an “as needed” basis.

Vendors may bid on either or both options. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

2. Inmate Work Vans (Commercial Cutaway) – RFB No. 20-0014

Scope of Bid

Provide ten (10) inmate work vans (commercial cutaway) to be used by the Parks and Recreation Department staff to transport inmates and pull equipment trailers for lawn mowers and equipment.

October 11, 2019

1. Medical Evaluation Services for Columbus Fire & EMS Department (Annual Contract) – RFP No. 20-0006

Scope of RFP

Columbus Consolidated Government invites qualified firms to submit proposals for medical evaluation services for employees of the Fire & EMS Department on an “as needed” basis.

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

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

Scope of RFQ

Columbus Consolidated Government (“Owner”) is soliciting statements of qualifications from firms interested in providing construction manager as general contractor services for Columbus Government Center Complex.

This Request for Qualifications (RFQ) seeks to identify the most qualified potential providers of the above-mentioned services. Some firms which respond to this RFQ, and who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to offer proposals for these services.

October 16, 2019

1. Full-Size Crew Cab 4WD Pickup Truck – RFB No. 20-0015

Scope of Bid

Provide one (1) full-size crew cab 4WD pickup truck to be used by Engineering Department inspectors for various site inspections.

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

Scope of Bid

Provide one (1) full-size crew cab 2WD pickup truck to be used by Traffic Shop staff to transport and put out traffic counters, as also as a backup vehicle for the Sign Truck.

3. Mini-Hydraulic Excavator – RFB No. 20-0017

Scope of Bid

Provide one (1) mini-hydraulic excavator to be used by Rainwater Division staff to grade storm water ditches throughout Muscogee County.

4. Utility Vehicle 4WD – RFB No. 20-0018

Scope of Bid

Provide one (1) utility vehicle 4WD to be used by Landfill staff traveling throughout all closed and open landfills operated by Columbus Consolidated Government (the City) while evaluating landfills for repairs and compliance work.

Item Attachment Documents:

- 1. RESOLUTION:** A resolution excusing Mayor Pro Tem Evelyn Turner Pugh from the September 24, 2019 Council Meeting.

RESOLUTION

NO. _____

A Resolution excusing Councilors absence.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Mayor Pro Tem Evelyn Turner Pugh is hereby excused from attendance of the Council Meeting of September 24, 2019 for the following reasons:

Professional Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of September, 2019 and adopted at said meeting by the affirmative vote of _____ members of Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

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

Item Attachment Documents:

- 2. RESOLUTION:** A resolution excusing Councilor R. Gary Allen from the September 24, 2019 Council Meeting.

RESOLUTION

NO. _____

A Resolution excusing Councilors absence.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor R. Gary Allen is hereby excused from attendance of the Council Meeting of September 24, 2019 for the following reasons:

Professional Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of September, 2019 and adopted at said meeting by the affirmative vote of _____ members of Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

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

Item Attachment Documents:

- 3. RESOLUTION:** A resolution excusing Councilor Charmaine Crabb from the September 24, 2019 Council Meeting.

RESOLUTION

NO. _____

A Resolution excusing Councilors absence.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Charmaine Crabb is hereby excused from attendance of the Council Meeting of September 24, 2019 for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of September, 2019 and adopted at said meeting by the affirmative vote of _____ members of Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

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

Item Attachment Documents:

- 4. FINANCE REPORT RESOLUTION:** A resolution receiving the report of the Director of Finance concerning certain alcoholic beverage licenses for the month of August 2019 and approving the same.

MEMORANDUM

TO: Mayor and Council Members **DATE:** September 19, 2019

THROUGH: Sandra Davis **SUBJECT:** ALCOHOLIC BEVERAGE
Clerk of Council REPORT

FROM: Angelica Alexander
Finance Director

The following report lists the alcoholic beverage applications processed during the month of August 2019 and is submitted to Council pursuant to the Columbus Code, Section 3-2(c)(d)(e).

NEW:

MIXED DRINKS, BEER & WINE ON PREMISES

Denise Stickney
Vertigo Fusion Kitchen
117 12th Street
(*Restaurant*)

BEER ON PREMISES

Edwin H. Miller
Wingstop
3201 Macon Road, Ste. 265
(*Restaurant*)

BEER & WINE ON & OFF PREMISES

Mary Pound
Rothschild-Pound House B & B
201 7th Street
(*Bed & Breakfast Inn*)

Alcoholic Beverage Report for August 2019**Page 2 of 3****TRANSFERS:****BEER & WINE OFF PREMISES**

FROM: Jaswinder Singh
Liberty Buena Vista
3365 Buena Vista Road
(Convenience Store with Gasoline)

TO: Kuldeep Singh
Liberty Buena Vista
3365 Buena Vista Road
(Convenience Store with Gasoline)

FROM: Surendrakumar Patel
Quick Mini Mart
1344 Broadway
(Convenience Store)

TO: Ankita Patel
Quick Mini Mart
1344 Broadway
(Convenience Store)

FROM: Albert Lee Cauley
Nick Food Mart
5018 Hamilton Road
(Convenience Store)

TO: Ronak Patel
Nick Food Mart
5018 Hamilton Road
(Convenience Store)

Alcoholic Beverage Report for August 2019
Page 3 of 3

NAME CHANGE:

MIXED DRINKS, BEER & WINE OFF PREMISES

FROM: Brian Plemmons
Rivermill Event Center
3715 1st Avenue
(Restaurant)

TO: Brian Plemmons
Bibb Mill Event Center
3715 1st Avenue
(Restaurant)

WITHDRAWN:

NONE

DENIED:

NONE

RESOLUTION

NO. _____

A resolution receiving the report of the Director of Finance concerning certain alcoholic beverage licenses and approving the same.

WHEREAS, the Director of Finance has presented a report listing the alcoholic beverage applications processed and licenses that have been issued or denied; and,

WHEREAS, the director of finance is to administer issuance of alcoholic beverage licenses and to report to Council pursuant to Section 3-2(c)(d)(e) of the Columbus Code of Ordinances.

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

That the August 2019 Alcoholic Beverage Report of the Director of Finance be and the same is hereby received and approved.

Introduced and read at a regular meeting of the Council of Columbus, Georgia, held on 24th day of September, 2019 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B.H. "Skip" Henderson, III
Mayor

Item Attachment Documents:

- 5. HONORARY DESIGNATION APPLICATION:** An application submitted by Friendship Baptist Church for an honorary designation for Reverend Dr. Emmett S. Aniton, Jr. to be located at Sixth Avenue and Eighth Street and Sixth Avenue and 9th Street. *(The request is to forward to Board of Honor.)*

Honorary Designation Application for Facilities
Columbus, Georgia

Item #5.

Name of Honoree: **Reverend, Dr. Emmett S. Aniton, Jr.**

Requestor: **Friendship Baptist Church**

Contact Information: **Ruby M. Perry 706-568-3772 or Dr. Esther Wright 706-593-2990**

Requested Sign Location: **Sixth Avenue and Eighth Street, and Sixth Avenue and Ninth Street**

Existing Facility Name: **Sixth Avenue and Eighth Street, and Sixth Avenue and Ninth Street**

Before submitting this application, please read the code sections list below for information regarding the honorary designation guidelines and process as set in the Columbus Code of Ordinances.

COLUMBUS CODE OF ORDINANCES: Chapter 2 – Administration

ARTICLE VII. - BOARD OF HONOR FOR DISTINGUISHED CITIZENS

Sec. 2-81. - Established; purpose.

(a) A board of honor for distinguished citizens is hereby established for the purpose of honoring citizens through a continuing memorial program in Columbus, Georgia, under which public activities, buildings, bridges and other facilities may be named for citizens who distinguish themselves through service to the city.

(b) With respect to the naming of city streets, all proposals to rename an existing street or any segment thereof in honor or memory of any person living or dead, shall be referred to the board of honor for notice, inquiry and deliberation consistent with the manner in which it conducts its other duties pursuant to this article. After inquiry and deliberation, the board shall make a recommendation to the Columbus Council for honorary designation by resolution, official street naming by ordinance, or denial of the request. Provided, however, the provisions of this subsection shall not apply to the naming of new streets pursuant to § 7.8.5 of the Unified Development Ordinance.

(c) Notwithstanding any other provision of this Code, city-owned facilities named in memory of a person pursuant to subsection (a) may be reviewed by the Board of Honor or the Columbus Council after the lapse of a 15-year period from the date of facility naming by the Columbus Council. (Ord. No. 75-92, § 1, 9-30-75; Ord. No. 11-57, § 1, 11-8-11; Ord. No. 12-19, § 1, 4-24-12)

Sec. 2-84. - Rules of proceedings; compensation of members.

The board may make their own rules of proceedings for their organization procedures consistent with the ordinances of Columbus and the State of Georgia. The members of the board shall serve without compensation. (Ord. No. 75-92, § 4, 9-30-75)

Sec. 2-85. - Memorialization criteria.

Memorialization criteria shall be as follows:

- (a) The board shall develop procedures for considering nominations of deceased citizens that have distinguished themselves by outstanding service to the community;
- (b) No memorialization motions will be made without the consent of the immediate family of the honoree and without public notice of the motion being considered by the board of honor. (Ord. No. 75-92, § 5, 9-30-75)

Sec. 2-86. - Consideration, etc., of nominations for memorial designation of public property and activities.

From time to time, this board shall consider, inquire, deliberate and decide upon all nominations for memorial designation of public property and activities, and will make their recommendation to the council within 30 days after their actions. (Ord. No. 75-92, § 6, 9-30-75)

Item #5.

Is this request to change the name of an existing facility or to erect honorary signage on an existing facility?
Please explain and provide the exact wording for requested naming and/or signage.

The request is to erect an honorary signage for Rev., Dr. Emmett S. Aniton, Jr. at the intersections of Sixth Avenue and Eighth Street, and Sixth Avenue and Ninth Street. The name on the sign should read Rev. Emmett S. Aniton, Jr.

Criteria for Honorary Designation

Please complete the following questionnaire, which is used in the evaluation of each request for an honorary designation. Use additional paper if required.

1. Historical and/or cultural influence of the Honoree on the City of Columbus:

Mount Calvary District Association

Board Member-Fourth Street Towers

Past President-Mount Calvary Congress of Christian Education

Interdenominational Ministerial Alliance (IMA)

Past President- Muscogee County Clergy Association

Metro Columbus Urban League

National Association for the Advancement of Colored People (NAACP)

Past Board of Directors-Pastoral Institute

Past Board of Directors-Liberty Theatre

Past Moderator of the Mount Calvary Baptist Association

2. Provide proof of significant lineage or family ties to the City of Columbus:

Rev., Dr. Emmett S. Aniton, Jr. has served as Pastor of the Friendship Baptist Church for 40 years. His three children attended the public schools in Muscogee County. His late wife, Mrs. Dorothy Aniton, taught and retired from Spencer High School in Muscogee County.

3. Establish clear geographical relationship of the facility to the Honoree's area of interest:

Item #5.

Friendship Baptist Church was established in 1892 on the corner of Sixth Avenue and Eighth Street. It is located within the Columbus Historic District. Rev. Aniton has pastored Friendship Baptist Church for 40 years making a difference in the lives of many citizens in Columbus. He has reached a milestone and is building a legacy within the Friendship Baptist Church and the community at-large.

4. Clearly define community or public contribution made by the Honoree:

NAACP Religious Affairs Award (2007)

Rainbow PUSH Coalition Lifetime Achievement Award (2007)

The PUHL (Peace, Unity, Honesty, and Leadership Award-2009)

Signature of Applicant: 

Date: 25 Aug 2019

Send this completed application to the Deputy Clerk of Council at lgilsson@columbusga.org

For questions, please contact the Clerk of Council's office at (706) 653-4013.

FOR OFFICE USE ONLY

Date application was received by the Clerk of Council: _____

Date application was submitted to the Engineering Department to verify any conflicts with existing facilities and the requested honorary designation: _____

Date response received from the Engineering Department: _____

Any conflicts identified: YES _____

NO _____

If so, give explanation and contact requestor: _____

Total cost associated with request: _____

Date applicant was notified of cost: _____

Applicant agreed to cost: _____

Date listed on Clerk of Council's agenda for the consideration of Council: _____

Motion to submit to the Board of Honor: _____ No Action taken: _____

Date reviewed by the Board of Honor: _____

Official action taken: _____

Upon approval from the Board of Honor, date resolution listed for adoption by Council: _____

Resolution No. _____

Date executed resolution and application forwarded to Engineering Department: _____

Completion date: _____

Additional Notes: _____

Item Attachment Documents:

- 6. NEW HORIZONS BEHAVIORAL HEALTH- MENTAL HEALTH, ADDICTIVE DISEASES AND DEVELOPMENTAL DISABILITIES- COMMUNITY SERVICE BOARD:** Copy of an Official Appointment Form submitting David Ranieri to serve another term of office.



A Community Mental Health / Developmental Disabilities / Addictive Diseases Program

*Administrative Offices
2100 Comer Avenue
P.O. Box 5328
Columbus, GA 31906*

PHONE: (706) 596-5588

FAX: (706) 596-5589

26 April 2019

Columbus Consolidated Government
City Council
Attn: Clerk of Council
P.O. Box 1340
Columbus, GA 31902-1340

Dear City Council,

We are requesting that you reappoint David Ranieri, Chairman, to serve on our Board of Directors from 7/1/19 to 6/30/22 as one of our Muscogee County representatives. Please sign and return the "Official Appointment Form" enclosed to Molly Jones, P.O. Box 5328, Columbus, GA 31906.

Thank you for your assistance. If you should have questions, please call me.

Sincerely,

A handwritten signature in black ink that appears to read "A. B. W." followed by a horizontal flourish.

Andrea Winston
Executive Director

AW: mtj

OFFICIAL APPOINTMENT FORM

Appointment to: NEW HORIZONS BEHAVIORAL HEALTH - MENTAL HEALTH, ADDICTIVE DISEASE, AND DEVELOPMENTAL DISABILITIES - COMMUNITY SERVICE BOARD

Number of Appointments: 1 for Muscogee County
Date: April 26, 2019 Prepared by: Molly Jones Telephone: (706)596-5588

Nominee/Appointee	Address	Gender	Race/Ethnic Group	Occupation	Consumer / Family Member/ Interested Citizen	Disability Representation Check One for Consumer and Family Only MH DD AD
David B. Ranieri Term: 7/1/19-6/30/22	Government Center 9 th Floor P.O. Box 1340 Columbus, GA 31902-1340	Male	White	Sr. Assistant Solicitor General	Interested Citizen	

Signature of County Commission/City Council Chair: _____

Date Approved: _____

PLEASE RETURN SIGNED ORIGINAL DOCUMENT TO:

MOLLY JONES
NEW HORIZONS BEHAVIORAL HEALTH
P.O. BOX 5328
COLUMBUS, GA 31906-0328

Item Attachment Documents:

- 7. REGION SIX REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:** Letter of Resignation from Mr. Edward Barnwell.

Brittney Thompson

From: Sandra T Davis
Sent: Monday, September 9, 2019 2:33 PM
To: Brittney Thompson
Subject: FW: [EXTERNAL] Resignation from Georgia Department of Behavioral Health and Developmental Disabilities

Brittany,

Print this email out to be listed on the September 24th Agenda.

Thanks,

Sandra T. Davis

Sandra T. Davis
Clerk of Council
Council of Columbus, Georgia
Office: 706-225-4013
Direct Line: 706-225-3158
Fax: 706-653-4016
Email: davis.sandra@columbusga.org

"Understanding your purpose in life and embracing your strengths will open the door to recognizing your potential. Your truth can now be your stepping stone to reach greater heights." (By ~ Sandra T. Davis)



We do amazing.

From: Ed Barnwell <ebarnwell48@yahoo.com>
Sent: Monday, September 9, 2019 2:18 PM
To: Sandra T Davis <Davis.Sandra@columbusga.org>
Subject: [EXTERNAL] Resignation from Georgia Department of Behavioral Health and Developmental Disabilities

Ms. Davis,

I wish to resign from the Region 6 GBHDD board effective September 9, 2019.

Sincerely,

Edward Barnwell

706 561 7175

7837 Lynch Road

Midland, GA 31820

Sent from Yahoo Mail on Android

Item Attachment Documents:

8. Minutes of the following boards:

Board of Tax Assessors, #33-19.

Board of Water Commissioners, August 12, 2019.

Columbus Aquatics Commission, May 30, 2019 and July 19, 2019.

Columbus Civic Center & Ice Rink Advisory Board, July 18, 2019.

Community Development Advisory Council, March 20, 2019 and June 13, 2019.

Convention & Visitors Bureau, Board of Trustees, August 21, 2019.



Columbus, Georgia, Board of Tax Assessors

Item #8.

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

Telephone: (706) 653-4398
Fax: (706) 225-3800

Board Members

Chester Randolph
Chairman

Pat Bettis Hunter
Assessor

Daniel J. Hill
Assessor

Todd A. Hammonds
Assessor

Jayne Govar
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

MINUTES #33-19

CALL TO ORDER:

Chairman Chester Randolph calls the Columbus, Georgia Board of Assessors' meeting to order on Monday September 9, 2019, at 9:00 AM.

PRESENT ARE:

Chairman Chester Randolph
Vice Chairman Jayne Govar
Assessor Daniel Hill
Assessor Patricia Hunter
Recording Secretary/Willie Jean Davis

APPROVAL OF AGENDA

Assessor Hill motions to accept the Agenda, Assessor Hunter seconds the motion and the motion carries.

APPROVAL OF MINUTES

Assessor Hill motions to accept the Minutes #32-19, Assessor Hunter seconds the motion and the motion carries.

At 9:08, Administrative Manager Leilani Floyd enters the meeting and presents to the Board:

- Explanation of visit from Mr. Richard Gilbert today and Janna Hilton next week.

At 9:11, Mr. Richard Gilbert enters the meeting to discuss not being able to appeal the value on his property at 185 005 003 07. The Board discusses and makes no decision. At 9:31, Mr. Gilbert leaves the meeting.

At 9:34, Assessor Hammonds joins the meeting.

At 9:54, Personal Property Manager Glen Thomason enters the meeting and presents the following:

- 1-Boat Deletion.
- 7 Business Adjustments.

- 1-Motor Vehicle Appeal.
- The Board signs the Waivers and Releases and the spreadsheet.

At 10:05, Commercial Property Manager Tanya Rios enters the meeting and presents to the Board:

- Vice Chairman Govar motions to approve adjustment to parcel 003 010 002, Assessor Hunter seconds the motion and the motion carries.
- Vice Chairman Govar motions to accept the Hearing Officer adjustments for parcels 004 012 007 and 064 029 011, Assessor Hunter seconds the motion and the motion carries. The Board signs the spreadsheet.
- Assessor Hill motions to accept 4 rejected parcels from previous meeting, Assessor Hunter seconds the motion and the motion carries. The Board signs the spreadsheet.
- 18 Appeals on the A4 Agenda with adjustments the Board signs the spreadsheet.

At 10:49, Administrative Manager Leilani Floyd enters the Boardroom to deliver a message.

At 10:54, Chairman Randolph adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED: _____

MIN# 34 - 1 9 SEP 16 2019

C. RANDOLPH
CHAIRMAN

P.B. HUNTER
ASSESSOR

D.J. HILL
ASSESSOR

T.A. HAMMONDS
ASSESSOR

J. GOVAR
VICE CHAIRMAN



Columbus Water Works

Item #8.

*Serving our Community
Protecting the Environment*

August 12, 2019

The regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, was held at the office of the Columbus Water Works on Monday, August 12, 2019, at 1:30 p.m. the following Commissioners being present:

Reynolds Bickerstaff, Chairman
Sanders Griffith, Vice Chairman
Becky Rumer
Rodney Close
Mayor Skip Henderson

Receipt of the Minutes of the regular meeting of May 13, 2019, was presented to the Board. Motion was made by Sanders Griffith and seconded by Becky Rumer. Motion carried.

John Peebles recognized the retirement of Roger Lloyd, an employee of the Columbus Water Works for 25 years. Mr. Lloyd was unable to attend the meeting; however, the following Resolution will be presented to him:

A Resolution

Whereas, Roger D. Lloyd, has been an employee of the Columbus Board of Water Commissioners since October 1993, is retiring; and,

Whereas, Roger D. Lloyd, has served in the capacity of Mechanical Technician I in the Managed Maintenance Department with the Columbus Water Works; and,

Whereas, Roger D. Lloyd, has performed in an outstanding and productive manner throughout his twenty-five years of service;

Now, Therefore, Be It Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses

appreciation and heartfelt thanks to Roger D. Lloyd on his diligent and faithful service on behalf of the Columbus Water Works; and,

Be It Further Resolved that this resolution be spread upon the official minutes of this Board this twelfth day of August 2019, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Roger D. Lloyd and to the Clerk of Council of Columbus, Georgia.

PRESIDENT, COLUMBUS WATER WORKS

CHAIR, BOARD OF WATER COMMISSIONERS

SENIOR VICE PRESIDENT, SECURITY AND
ENVIRONMENTAL/SECRETARY,
BOARD OF WATER COMMISSIONERS

SENIOR VICE PRESIDENT,
WATER RESOURCE OPERATIONS

The Board acknowledged Mr. Lloyd's retirement.

Vic Burchfield presented the Financial Reports for the months of May, June and July including Ft. Benning to the Board. He also gave a brief update on the cost savings initiatives that was kicked off in November 2018, due to the reduction in revenue. He stated the target amount of \$2.7 million had been met with a total cost savings of \$2,960,092.00 (as of June 2019).

Vice Chairman Griffith asked, "How much are one-time savings and how much are reoccurring savings?" Mr. Burchfield responded, "Most are one-time savings for the most part, \$1.2 million in savings is due to postponing the hiring of vacant positions.

Next, Vice Chairman Griffith asked about the remaining \$1.7 million. Mr. Burchfield stated that CWW had about \$300,000.00 in savings for Chemicals and about \$500,000.00 in Capital savings, which was delayed purchasing. Vice Chairman Griffith asked, "So the cost basis has not gone down?" Mr. Burchfield responded, "No, we tried to be as lean as we can." Vice Chairman Griffith said okay. There were no further questions. Motion was made by Becky Rumer and seconded by Rodney Close to approve the Financial Reports. Motion carried.

Kevin White presented the following Lawson Army Airfield Water Supply Improvements Project to the Board for their approval.

Lawson Army Airfield Water Supply Improvements Project

This project consists of installing approximately 6,085 LF of 12-inch ductile iron water main, with necessary valves, hydrants and appurtenances, alongside Jacelin Road on Fort Benning, Georgia. This project will increase fire protection in and around Lawson Army Airfield.

- On July 25, 2019, CWW received bids from two companies to perform this work in accordance with the engineering plans and specifications provided by Barge Design Solutions.
- The bids were publically opened and read as follows:

Contractor	Bid Amount
Gordy Construction Company	\$267,883.50
Whitfield Contractors	\$318,061.50

- The engineer's estimate was \$357,340.00. The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the bid price of \$267,883.50 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award the Lawson Army Airfield Water Supply Improvements Project to Gordy Construction at the bid price of \$267,883.50.

Following discussion, a motion was made by Sanders Griffith and seconded by Becky Rumer to award the contract to Gordy Construction Company in the amount of \$267,883.50. Motion carried.

Kevin White presented the following USAMU Complex Pressure Zone Change Project to the Board for their approval.

USAMU Complex Pressure Zone Change Project

This project consists of installing approximately 3,510 linear feet of 8-inch ductile iron water main, alongside Dixie Road on Fort Benning, Georgia to improve fire flow protection in the surrounding area.

- On July 25, 2019, CWW received bids from two companies to perform this work in accordance with the engineering plans and specifications provided by Barge Design Solutions.
- The bids were publically opened and read as follows:

Contractor	Bid Amount
Gordy Construction Company	\$141,406.00
Whitfield Contractors	\$142,350.50

- The engineer's estimate was \$193,110.00. The engineer has reviewed and tabulated the bids and recommends contract award to Gordy Construction Company as the low responsive, responsible bidder, at the bid price of \$141,406.00 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award the Lawson Army Airfield Water Supply Improvements Project to Gordy Construction at the bid price of \$141,406.00.

Following discussion, a motion was made by Rodney Close and seconded by Becky Rumer to award the contract to Gordy Construction Company in the amount of \$141,406.00. Motion carried.

Kevin White presented the Little Heiferhorn Creek Sanitary Sewer Extension Project to the Board for their approval.

Little Heiferhorn Creek Sanitary Sewer Extension Project

- Columbus Water Works has identified a need for sanitary sewer to be extended from the Little Heiferhorn Creek sewer main along the north end of Veterans Parkway.
 - Will provide service to the Columbus/Muscogee County and Harris County line at Pierce Chapel Road.
- Two connections needs have currently been identified.
 - Magnolia Manor development (Jan. 2021)
 - Pierce Chapel United Methodist Church (future expansion)
 - Ten other large tracts will be served
- Magnolia Manor has agreed to contribute \$300,000 towards the construction of this extension project.
- Project budget for completion of this project is \$1.7 Million.
- Staff requests Board approval of \$1,400,000 of Sewer Availability Fees for the construction of the Little Heiferhorn Creek Sanitary Sewer Extension Project.

Following discussion, a motion was made by Sanders Griffith and seconded by Becky Rumer to approve using Sewer Availability Fees in the amount of \$1,400,000.00 for the Little Heiferhorn Creek Sanitary Sewer Extension Project. Motion carried.

Jeremy Cummings gave a brief report on an emergency sewer repair that occurred on February 26, 2019, outlined below:

- It was discovered that an eight-inch concrete sewer main that runs under Veterans Parkway at 51st Street collapsed and stopped up the sewer main.
- Field Services' teams used a Vac-Con truck to prevent the sewer from overflowing and to keep customers in service.
- Due to the depth of the sewer main being 15 feet deep, a contractor was needed to make the repair.
- Multiple options were explored to make the repair.
- It was determined the best option was to bore a new casing under Veterans Parkway and install a new sewer main in the casing.
- Gordy Construction was hired to repair the emergency. A bore was made under Veterans Parkway parallel with the existing pipe and a new pipe and manhole was installed to replace the collapsed pipe.
- There was a temporary road closure on 51st Street but the traffic on Veterans Parkway was not affected.
- The cost of the emergency repair was \$328,880.83 from operating reserves for making this emergency repair.
- Staff requests Board approval to use Reserves to cover the cost of this repair.

Following discussion, a motion was made by Becky Rumer and seconded by Rodney Close to use Reserve funds for this repair in the amount of \$328,880.83. Motion carried.

Next, Jeremy Cummings gave the Board an update on the Wynnton Road water main break that happened on Friday, July 26, 2019.

Wynnton Road Water Main Break

- At approximately 7:00 p.m., CWW after-hours team members began receiving calls from customers in Lake Bottom and the down town area that they were experiencing low water pressure.
- CWW teams immediately responded and set up an Incident Command Center at the Service Center.
- It was then discovered that Columbus Police had a section of Warren Williams Road at Wynnton Road closed, due to a water main break.
- Teams immediately responded and valves were located to isolate the leak.
- It took approximately two hours to respond, locate, and isolate the leak.

- Repair work began immediately while other teams responded to customers to help with flushing discolored water.
- Once the pipe was excavated, it was discovered that the 16-inch cast iron pipe had cracked along the bottom approximately 10 feet in length.
- The pipe was cut out and removed and a new 16-inch ductile iron pipe was installed.
- The valves were then opened back up and the distribution system was put back in service.
- It took approximately 14 hours to excavate the pipe, cut the pipe out, install the new pipe and open the valves back up in the distribution system.
- A relief team was brought in Saturday morning to relieve the employees that worked all night making the repair.
- Customer's biggest impact was discolored water, which was cleared up by Sunday.
- Fire Hydrants were flushed throughout the system to clear up the water.
- The job site was cleaned up by Saturday afternoon and everything was back to normal.

The Board acknowledged Mr. Cummings' Report.

Vic Burchfield advised the Board that on June 4, 2019, the Columbus Consolidated Government (CCG) revised their Open Meetings Act Policy as follows:

- Applies to CCG and all affiliate agencies, boards, authorities, commissions and committees appointed by the Mayor and/or Columbus City Council.
- Although the Columbus Board of Water Commissioners already follows the requirements of the Open Meetings Act of the State of Georgia, these revisions ensure that CCG can meet the requirements for public notifications in a timely manner.

CWW Required Actions:

1. CWW will provide the agenda to the media and CCG on the Wednesday prior to the Board meeting and CWW will post the agenda on the CWW website.
2. CWW will annually submit to CCG the list of scheduled board meetings for the calendar year after approval at the January meeting.
3. CWW will post a summary of subjects acted on and those members present on the CWW website within two business days of the Board meeting.
4. CWW will continue to provide the approved minutes to CCG. Those members making and seconding motions will be added as new additions to the minutes.
5. CWW will notify CCG if an additional meeting is scheduled or if the regular meeting changes at least 10 days prior to the meeting. CWW will notify CCG of the cancellation of Board meetings as soon as practicable and will continue to notify the news media. CWW will update the CWW website with meeting changes.
6. CWW will provide a 24-hour notice via email and phone call to Clerk of Council of special called meetings. CWW will post on the CWW website.

The Board acknowledged Mr. Burchfield's report.

The following Departmental Reports were provided to the Board as information only:

- Customer Service Reports for May, June and July
- Customer Advocacy/Meter Maint/Water Accountability Reports for May, June and July
- Engineering Reports for May, June and July
- Field Services Reports for May, June and July
- Information Services/Security/Environmental Services Reports for May, June and July
- Corporate Relations Reports for May, June and July
- Employee Services Reports for May, June and July
- Water Resource Operations/Managed Maintenance Reports for May, June and July

There was no discussion.

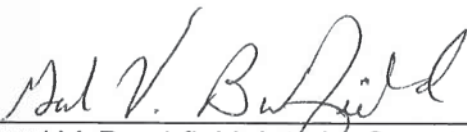
President Davis provided the following items of information to the Board:

- Danthea Hill received an award for Financial Reporting Achievement from The Government Finance Officers Association of the United States and Canada. This Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.
- President Davis received a thank you note from Dave White, Troy State University, thanking him and staff for generous support of the Educators on the River 2019 Project and allowing us to tour two of your facilities as part of professional development.
- Caleb Cole received a nice thank you note from Mrs. Benjamin Hudson, II for assisting on locating old water service lines running through her property in the Dinglewood area.
- President Davis received a letter from Customer, Pamela G. Sweeden thanking Kumar Berkley, Bobby Hernandez, Marc Hernandez and Ahmed Moumin. While trying to take her refrigerator to a salvage yard, it fell from her vehicle and our CWW employees offered to put it back on her vehicle.

The Board approved entering into an Executive Session to discuss a personnel matter.

Motion was made by Becky Rumer and seconded by Sanders Griffith to adjourn the Executive Session. Motion carried.

Upon coming out of the Executive Session, the Board went back into the regular meeting. There being no further business, motion was made by Sanders Griffith and seconded by Becky Rumer to adjourn the regular meeting. Motion carried.


 Gard V. Burchfield, Interim Secretary

**AQUATIC CENTER COMMISSION
MINUTES OF THE MEETING
May 30, 2019**

MEMBERS PRESENT:

Jeff Battles, Brian Abeyta, Wes Kelly, Bruce Samuels (by phone) and David Helmick

MEMBERS ABSENT:

John Patrick Steed

CITY STAFF PRESENT:

Becky Glisson and Holli Browder.

Roll Call.

Department Update:

We did the Summer Fun Pass again this summer and are calling it Passport to Summer. We are partnered with 10 other organizations. Free admission to outdoor pools and half price here at the aquatic center. Transportation provided free from Metra.

Didn't ask for more money for CAC in this but did for the outdoor pools due to being cut last year.

Staff has done an excellent job on getting the pools ready to go. This one and the outdoor pools. We have saved a lot of money by using Matt for a lot of things that we would normally have to hire outside help to accomplish.

Wibbitt it out every Saturday and this has been advertised on Facebook as well as in the Aquatic Center. Working on water mat yoga. Swim lessons are doing well. Still having issues with outside instructors and we are going to Council to try to get it changed.

Lessons were discussed, outside instructors, and discussion was held as to Leah is not able to give private lessons. Things seem to be progressing very well in all aspects of the aquatic center at this time.

Budgets were discussed. Revenues and expenditures compared. Closures and memberships extended during closures discussed.

Committee Updates:

Brian will try to come with us to Council about the outside instructors. Will get a date to Commission.

We will approve meeting minutes at the next meeting.

We will start doing a dial in on meetings from now on for those who can't make the meeting. The goal of this is to be able to have a quorum.

AFLAC grant discussed and Holli will get information to Brian.

Becky will find out about the new prospective member and Becky will send the name out with the minutes.

With no further discussion, the meeting was adjourned.

Minutes taken by:
Becky Glisson

AQUATIC CENTER COMMISSION
MINUTES OF THE MEETING
July 19, 2018
(This meeting will be the June and July meeting)

MEMBERS PRESENT:

Jeff Battles, Brian Abeyta, Rick Cravens, Bruce Samuels, Barbara Cummings, Wes Kelley, and David Helmick

MEMBERS ABSENT:

None

CITY STAFF PRESENT:

Holli Browder and Becky Glisson

A meeting of the Aquatic Center Commission was held at the Columbus Aquatic Center; Becky Glisson was present and called the June/July meeting to order.

Roll Call.

Minutes of the April meeting were approved.

Holli explained the closure procedures that would be upcoming on August 6th for the repairs of the CAC. It was explained that Double Churches would be used as a back-up for as long as possible. On August 6th, the small pool will close for repairs. It seems as though under the pool itself, there are several leaks. We will not know the extent of this damage until the technicians come in and dig up that portion of the pool to find the leaks and ascertain exactly how many leaks there are. We will not know a time frame on this until they get in there but we are expecting approximately 11-15 days. During this time, the big pool will remain open.

At some point when the small pool is close to repairs, we will close the big pool as well. Again, we will not know the total damage or timeframe until the technicians can assess it fully. Both pools will be closed at this time. Towards the ends of all repairs to the pools, the deck will have to be repaired and resurfaced. Again, we are unsure as to the total time the facility will be closed. We have been told anywhere from 3 to 8 weeks. We will also use this time to give the entire facility a complete cleaning process and repair any small items that need it.

We will do the following during the process:

- Double Churches Pool will not close as it usually does on August 5th. We will keep it open for the duration of the repairs for the members and public to use. Double

Churches will adopt the Aquatic Center hours during this time. Effective this date, our Saturday hours will resume to normal hours of 10 – 3.

- We will not charge admission to Double Churches pool for daily admittance swimmers
- Of course, members will not have to pay anything at Double Churches. All memberships will be frozen for the duration of repairs and will be extended for that amount of time once we open back up
- The swim teams will be in there from 3:30 on each weekday so there will not be any lap lanes after that time but the leisure pool will still be available for use.
- Our staff will move to Double Churches and will be able to help you through this process. We will take the towels and locks with us for members and there are lockers available for use at Double Churches

Becky has already done an email to all email users, a press release will be done and there will be signs on all doors at the Aquatic Center to alert the public to the closures.

Jeff Battles asked as to whether or not the swim teams would go to Double Churches on August 6th and to clarify, they will not. They will stay at the CAC until such time as the competition pool closes. We will stay at Double Churches if need be until it gets cold. If we are not back open before it gets cold but they will not be able to swim. We should be back operational before high school swim.

Jeff also asked about the policy on the temperature of the small pool and if we could adopt a policy. Policy is adopted already and signs have been posted awhile stating what the temps will be. This is based on manufacturers recommendation to keep the equipment and pool healthy.

Becky advised that the two additional hours we will be adding to the Aquatic Center will be on Wednesday and Friday evenings. This will help with swim teams and give the public a couple of extra hours at night to swim. We would like to move back to 89 hours. Hopefully, next year we can add 2 to 4 hours.

Becky went over final FY18 expenditures explaining that all figures may not be in there. Also, went over Fy18 final revenue. We surpassed our projected revenue. Brian went over revenue figures from last year to this year. It is exciting news to report that we made approximately \$25,000 more revenue than last year so about 12% above revenue for last year. Program fees projected revenue went to \$15,000.00. This is good for us.

Becky talked about the Summer Fun Pass and how it impacted the outdoor pools and the aquatic center. Gave us more visibility to the aquatic center as well. Talked about the numbers and how well we did. Explained that we also had Double Churches people come to aquatic center free when Double Churches reached capacity.

Becky explained about the Division Manager position and how the candidate selected could no longer fulfill the job due to the degree requirements. We will advertise back out for a new division manager.

Holli explained his certifications, etc.

Becky explained that there has not been any new programming during her time back over here. We are doing fantastic in swim lessons. We are working on a contract to get outside instructors to start programming. We hope to start programming more next month. Will give an update at next meeting.

Wes Kelley asked if we are doing any other stuff while the pools are closed and Becky advised that we have already met as to what all would be done during the closure and Becky advised that the entire building inside and out will be cleaned and pressured washed and that maintenance will also be performed. Concession stand will be emptied and cleaned and everything put back in. We will also have the Pool Pak and de-humidifier checked for maintenance issues.

Holli and Wes discussed the pool pak and issues with the equipment and the warranty. If there is another vendor out there that we can call, we would love to have that information.

No other committee members had anything to add.

With no further discussion, the meeting was adjourned.

Minutes taken by:
Becky Glisson



**COLUMBUS CIVIC CENTER & COLUMBUS ICE RINK
ADVISORY BOARD MINUTES
July 18, 2019**

Chairman: Jed Harris

Civic Center Director: Lisa Goodwin, Deputy City Manager

Managers Present: Jennifer McVay, Brian Giffin, Jeremy Ackles, Lisa Cutts,

Members Present: Jed Harris, Keith Higgins, David Cripe, Latasha Lee, Spencer Cantrell,
Nicole Adderley, John Boyd, Roeaster Coles,

Members Absent: Stan Stovall Sr., Danielle Edwards, Xay Ducharme

Meeting called to order at 10:30am

Welcome: Chairman: Jed Harris

- Jed Harris welcomed everyone to the meeting

Director: Lisa Goodwin

- Briefly discussed posting the annual board meetings and the minutes
- Briefly discussed the update on the Naming Rights status
- Briefly discussed the RBRM concert for 05/16/19 was cancelled due to low ticket sales and the refund that is due to the Civic Center
- Briefly discussed the minor updates being done inside and outside the facility

Finance: Jennifer McVay

- Income Statements provided
- Briefly discussed closing out FY19 fiscal year status
- No questions asked

Operations: Brian Giffin

- Briefly discussed Ice Rink closed until 08/04
- Briefly discussed the parking lot police sting
- No questions asked

Marketing: Lisa Cutts on behalf of Robin Wallace (absent)

- Event list was provided
- Briefly discussed closing out FY19
- Briefly discussed the Columbus River Dragons season status

Box Office: Lisa Cutts

- Briefly discussed recap of event list
- No questions asked

Columbus Civic Center Advisory Board Minutes Prepared by: *Donna Huntsman July 18, 2019*

Event Manager: Jeremy Ackles

- Briefly discussed the success of previous events and upcoming events
- No questions asked

Concessions: Manager Charles Benjamin (absent)

Item #8.

General Discussions /Q & A:

- John Boyd asked if there were possibility of additional marketing strategies ie billboards
- Keith Higgins asked what the timeframe was for hiring a new director; Lisa responded with the estimated time frame of 30-60 days
- Jed Harris asked what the status was for Golden Park; Lisa responded

Respectfully submitted,

Donna Huntsman

Donna Huntsman, Board Secretary

Meeting adjourned at 11:20am

**Columbus Consolidated Government
Community Development Advisory Council
(CDAC)
Meeting Minutes
March 20, 2019**

A regularly scheduled meeting of the Community Development Advisory Council (CDAC) held on the 1st floor Conference Room of the Columbus Consolidated Government Annex on March 20, 2019.

Members Present: Danny Arencibia, Rev. Joseph Baker, Barbara Chambers, Tricia Llewellyn-Konan, Michael Porter, Johnson Trawick, Angela Wagenti

Members Absent: Christy Lemieux, Pastor Valerie Thompson, Chuck McDaniel, Rev. L. K. Pendleton

Also Present: Sara Thompson, Brenda Burns, Kevin Garza, Denise McWhorter, Marilyn Denson, & Chelsea Butts-Greenwood

CALL TO ORDER

Tricia Llewellyn-Konan called the meeting to order at 9:09 am. With seven CDAC members being present the CDAC board were able to conduct official business. (CDAC meeting minutes from December 2018 were approved).

DISCUSSION

1. CDAC Bylaws Discussion

Approval of CDAC revised bylaws were moved to motion by Michael Porter and second by Rev. Joseph Baker and Angela Wagenti.

2. CDAC Minutes Approval

CDAC meeting minutes for December 2018 approval were moved to motion by Johnson Trawick and second by Rev. Joseph Baker

3. CDBG Applicants – Presentation

Marilyn informed the CDAC board that all Community Development Block Grant (CDBG) Public Service applicants for fiscal year 2020 (FY 2020) will present to CDAC immediately after the official business meeting on March 20, 2019.

4. Future Proposed CDAC Meeting Dates

CDAC members present proposed that future meeting dates for the year of 2019, to be as follows:

March 20, 2019 – 9:00 AM – 1:00 PM

May 9, 2019 - 3:00 PM – 4:30 PM (June 13, 2019)

September 12, 2019 – 3:00 PM – 4:30 PM
December 12, 2019 – 3:00 PM – 4:30 PM

5. CDAC President Term Expires

Tricia Llewellyn-Konan, President of CDAC, announced that this meeting would be her last meeting before her term expires on March 27, 2019. The Council is required to nominate a new president.

NEXT MEETING

The next regularly scheduled CDAC meeting date is May 9, 2019 (June 13, 2019).

ADJOURNMENT

The meeting is adjourned at 9:32 am.

**Columbus Consolidated Government
Summary Minutes of the
Community Development Advisory Council
(CDAC)
June 13, 2019**

A regularly scheduled meeting of the Community Development Advisory Council (CDAC) held on the 2nd floor Conference Room of the Columbus Consolidated Government Annex on March 20, 2019.

Members Present: Danny Arencibia, Rev. Joseph Baker, Michael Porter, Angela Wagenti, Charles McDaniel (Chuck), Virginia Dickerson

Members Absent: Christy Lemieux, Pastor Valerie Thompson, Barbara Chambers, Rev. L. K. Pendleton, Walker (Johnson) Trawick

Also Present: Marilyn Denson, Brenda Burns, Kevin Garza, Denise McWhorter

ORDER OF MEETING

The meeting began at 3:17 p.m. With six CDAC members being present the CDAC board was unable to conduct official business be due to lack of quorum.

DISCUSSION

1. Revision meeting day/dates for CDAC

This discussion/vote was tabled for the next meeting.

2. Approval of March 20, 2019 CDAC meeting minutes

This discussion/vote was tabled for the next meeting.

OLD AND NEW BUSINESS

1. Nominate CDAC Chair & Vice Chair

This discussion/vote was tabled for the next meeting

2. Annual Action Plan

A review of the Columbus Consolidated Government, Community Reinvestment Departments (CRD) Housing and Urban Development Annual Action Plan was presented by CRD Planner Kevin Garza. CDAC Board Member Danny Arencibia requested Kevin to explain the difference between the General Funds and HUD Funds as they relate to the Demolition Projects underway for the next fiscal year. All CDAC Board Members requested further explanation on the funding that supported the Home Program as it relates to homeownership. CRD staff member, Marilyn Denson, explained the Homebuyer, GAP and Cottage Program.

3. CDBG Applicants – Presentation

CRD staff presented the CDAC Board with a final report on the public service CDBG application scores for FY2020. There was no further discussion on this report. CRD Finance Manager, Brenda Burns presented a Financial Report of the FY2019 and FY2020 Allocations for the HOME and CDBG programs. A FY2020 Financial allocation report will be emailed to all CDAC Board Members as soon as it is made available from HUD.

CDAC Board Member Michael Porter will send out emails to all board members requesting a vote on Chair and Vice Chair nominations.

NEXT MEETING

The next regularly scheduled CDAC meeting date will be on September 12, 2019 at 3:00 p.m. Location: TBD.

ADJOURNMENT

The meeting was adjourned at 4:00 p.m.



BOARD OF COMMISSIONERS MEETING
WEDNESDAY, AUGUST 21, 2019

Commissioners Present: Marianne Richter, Chair; Cameron Bean, Vice Chair; Amish Das, Secretary/Treasurer; Lauren Becker, Greg Hudgison, and Jamie Waters

Commissioners Absent: Paul Pierce, Donna Hix, and Mamie Pound

Ex-Officios Present: Cyndy Cerbin, National Infantry Museum; Merri Sherman, Columbus Sports Council; and Norm Easterbrook, RiverCenter for the Performing Arts

Staff Present: Peter Bowden, Shelby Guest, Linda Olvera, and Ashley Woitena

Call to Order..... Marianne Richter

The meeting was called to order at 3:40 p.m.

Marianne Richter recognized members of the Columbus Consolidated Government Pam Hodge, Deputy City Manager; John Hudgison, Director Building Inspections & Code Enforcement Department, and Yvonne Ivey, Finance Department-Revenue Division

Approval of Minutes & Financials..... Amish Das

- Ms. Richter asked the Board if there were any questions regarding the consent agenda, emailed prior to the Wednesday meeting and included the minutes and financials from the July Board Meeting and if there were any items that needed to be pulled from the agenda for discussion. There being none, Jamie Waters made a motion to accept the consent agenda as presented. Greg Hudgison seconded the motion. A vote was taken, and the motion passed.

Chair's Report Marianne Richter

- **Report and Q&A on Short-Term Vacation Rental** – Pam Hodge stated that the City has been working with the [VisitColumbusGa] to determine the locations of short-term vacation rentals in order to bring them into compliance with the local ordinance. John Hudgison handed out copies of the application for the rentals. He stated that the

process was started this past January. He went on to explain the rentals must adhere to the same rules as hotels, e.i. business license, health inspections, building inspections, background checks, all taxes paid in full, valid liability insurance of \$500,000 or more, posting of emergency contact information, floor plan for fire exit & escape routes, etc.

In March letters were sent to all the addresses available informing owners/operators about the process to apply for certification. All code violations must be corrected for the process to proceed.

In May those owners/operators who had not registered were given citations. Mr. Hudgison explained that one challenge is that 20 or 30 property owners are from out of town.

The next step includes beginning in September notices will be affixed to the property (front door.) Currently, there are 19 short-term rental units officially registered after meeting the requirements with John Hudgison's office and Yvonne Ivey's office for business license (that all taxes are paid.)

Mr. Hudgison and Ms. Ivey told the Board that part of the process includes that each owner must reapply each year and again meet all requirements.

The question was asked what can be done if renters don't operate legally. Ms. Ivey stated that the City Attorney would need to address the issue.

- Review Administration policy and procedure & compliance with the Open Meetings Act/Georgia Law** – Ms. Richter brought to the attention of the each Board Member a copy of the Open Meetings Act that included the Consolidated Government's policy and procedures. In it, the City Manager reminded Commissions and Authorities, like the VisitColumbusGa Board, must make every effort to conform to certain standards for open meetings. Examples given were regular monthly Board meeting dates, times and locations must be submitted to the Clerk of Council for posting. Staff had inquired if a quorum was not present should the meeting be cancelled out of respect to Board Members time. Clerk of Council responded that even without a quorum, the meeting should take place, business discussed, but action required in the absence of the quorum. Ms. Richter reminded everyone the importance of notifying staff if he or she cannot attend the regular meeting; this is part of the requirements for an "excused absence." Otherwise, she went on to explain, if they are three unexcused absences in a 12-month period, a Board Member can be removed from the Board. Working with the Clerk of Council, VisitColumbusGA is in compliance.

President's Report Peter Bowden

- **Liberty Theatre** — Norm Easterbrook, Executive Director of the RiverCenter for the Performing Arts, updated the Board from a recent meeting with the Mayor's Office about the Liberty Theatre and efforts to help support the organization and its program of work. He explained a critical component of the work needed is that the Theatre must have a solid plan to finance the property long term. Mr. Easterbrook talked about opportunities available through the League of Historic American Theatres and the Georgia State Arts Program -- in that there are ways to apply for and receive funds.

In the meeting with the Mayor, it was important to note that those present agreed that using hotel/motel tax would not provide the financial relief needed long term; that it would simply move the problem of funding from one organization to another

Mr. Easterbrook suggested that the question might be "what can the cultural or arts community" do to help?

Mayor Henderson plans to meet with Robert Anderson and the Liberty Theatre Board to continue the discussion. Greg Hudgison asked as to the legal status of the Liberty. Mr. Easterbrook responded that it is a non-profit entity. Everyone agreed the Liberty Theatre is a valuable part of the history of Columbus and has an important story to tell.

- **STS Congressional Summit**—Ashley Woitena and Shelby Guest spoke about the Southeaster Tourism Society Congressional Summit held in Washington D.C. The premise was to meet with federal representatives and to have dialog about critical issues concerning tourism and its role within communities and the impact on country. The one on one meetings with elected officials provided the opportunity for sharing ideas from the different attendees and how those ideas impact communities. VisitColumbusGa's Mr. Bowden talking point with legislators centered around Brand USA and how support was needed on the federal level to continue the momentum of marketing the United States to international travel.
- **Destinations International Annual Meeting** — Ms. Guest and Ms. Woitena discussed with the Board the importance of their attending DI's Annual Meeting. They talked about a variety of topics offered throughout the Conference, one of which dealt with was professional and regional development. Another example of things impacting the travel industry is that there will be more changes coming in the next five years than have occurred in the past 20, causing many DMOs to reinvent themselves in order to handle the "disruption" on how business is conducted. They went on to say, travelers want experiences, hands on experiences in their travels. There is a consensus that DMOs needs to be transparent in all aspects of conducting business. Mr. Bowden

offered, that this Board and staff strive to achieve those goals set by the hospitality industry. He concluded that based on those industry standards trust is an important part of transparency, trust by the community and confidence in the work we do, and the organization should strive to remain proactive in how the landscape is changing.

Mr. Bowden finished his remarks by offering that Ashley Woitena continues to on her CDME (Certified Destination Management Executive) certification which provides a bonus to the organization with new knowledge she gains during the process and bringing it back for consumption.

- Collaborate Summit 2019 – The annual Collaboration Summit is scheduled for October 10, 2019 at the Trade Center from 10:00 a.m. to 2:00 p.m.

Adjournment..... Marianne Richter

- With no further business, the meeting was adjourned at 4:25 p.m.