

## Council Members

R. Gary Allen  
Charmaine Crabb

Jerry 'Pops' Barnes  
Glenn Davis

John M. House  
Bruce Huff

R. Walker Garrett  
Toyia Tucker

Judy W. Thomas  
Evelyn 'Mimi' Woodson

**Clerk of Council**  
Sandra T. Davis



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

April 26, 2022  
4:00 PM  
Regular Meeting

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## MAYOR'S AGENDA

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

**INVOCATION:** Offered by Rev. Danny Deith at First Presbyterian Church of Columbus, Georgia

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

### **MINUTES**

1. Approval of minutes for the April 12, 2022 Council Meeting.

### **UPDATE:**

2. An update on COVID-19

### **PROCLAMATIONS:**

3. **PROCLAMATION:** Georgia Cities Week

**RECEIVING:** Deputy City Manager Lisa Goodwin

4. **PROCLAMATION:** Rick Jones Day

**RECEIVING:** Director of Planning James William "Rick" Jones, II

**PRESENTATION:**

5. **MAYOR'S FY2023 BUDGET PRESENTATION:** Mayor Henderson presents the Recommended FY2023 Budget for the fiscal year beginning July 1, 2022 through June 30, 2023.



## **CITY ATTORNEY’S AGENDA**

### **ORDINANCES**

- 1.** **1st Reading-** REZN-02-22-0236: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4322 Rosemont Drive** (parcel # 187-002-001) from SFR3 (Single Family Residential 3) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Garrett)
- 2.** **1st Reading-** REZN-02-22-0237: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1311 Warm Springs Road** (parcel # 029-031-001 / 029-030-001) from MROD (Mill Restoration Overlay District) / GC (General Commercial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Garrett)
- 3.** **1st Reading-** REZN-02-22-0338: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2016 Comer Avenue** (parcel # 016-030-006) from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District. (Planning Department and PAC recommend approval)(Councilor Woodson)
- 4.** **1st Reading-** RZN-02-22-0339: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1118 10th Avenue** (parcel # 018-016-002) from LMI (Light Manufacturing / Industrial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Woodson)
- 5.** **1st Reading-** An Ordinance amending Chapter 2 of the Columbus Code to revise Section 2-121 to provide a procedure whereby the Iron Works Convention and Trade Center Authority may dispose of surplus personal property obtained in the course of its operations; and for other purposes. (Request of the Authority)

## **CITY MANAGER'S AGENDA**

- 1.** **South Columbus River District Tax Allocation District Fund Grant – NeighborWorks as Developer**

Approval is requested to authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive.

**2. Memorandum of Understanding - Columbus/Phenix City Transportation Study and Columbus Consolidated Government**

Approval is requested to execute a Memorandum of Understanding (MOU) with the Columbus-Phenix City Transportation Study (C-PCTS). The C-PCTS serves as the Metropolitan Planning Organization (MPO) for the urbanized area.

**3. FIRE & EMS – FY22 Other Local Option Sales Tax Reallocation**

Approval is requested to reallocate \$34,000 of the FY22 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from the Personal Protective Equipment (PPE) allocation to purchase Rescue Jet Skis for water rescue responses.

**4. Lease Purchase of Golf Carts for City Golf Courses**

Approval is requested to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Yamaha Motor Finance Corporation, USA. For Bull Creek Golf Course, the lease agreement will be for 48 months payments totaling \$56,468.16. For Oxbow Creek Golf Course, the leasing period will be for 48 months totaling \$18,822.77.

**5. Lease Purchase of Equipment for City Golf Courses**

Approval is requested to enter into 3 lease purchases to facilitate the lease purchase of three 2021 4066M John Deere tractors from Deere Credit, Inc. For Bull Creek Golf Course, the lease agreements will be for 60 months payments totaling \$77,088.53. For Oxbow Creek Golf Course, the leasing period will be for 60 months totaling \$38,544.27.

**6. 2022 National Science Foundation – Civic Innovation Challenge (CIVIC)**

Approval is requested to submit an application in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept the 2020 National Science Foundation – Civic Innovation Challenge Grant and amend the Multi-Governmental Fund by the amount of the award. There is the possibility of applying with our Georgia Tech research partners or working with our research partner should they apply independently for the second stage in 2023. A total of up to 12 awards in the amount of \$50,000 will be given out for a planning period that comprises Stage 1 and up to 4 awards in the amount of \$1,000,000 for Stage 2. There is no local match required.

**7. Substance Abuse and Mental Health Services Administration (SAMHSA) Grant to Expand Treatment Capacity in Veterans Treatment Court**

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Veterans Treatment Court from October 1, 2022 to September 30, 2027 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program.

## 8. **PURCHASES**

- [A.](#) Removal, Recycling, Reuse or Disposal of Mattresses & Box Springs from Pine Grove Landfill (Annual Contract) – RFB No. 22-0032

### **EMERGENCY PURCHASES**

- [1.](#) Emergency Purchase – Information Only

#### **JET SKIS FOR FIRE & EMS**

On April 12, 2022, the Fire and EMS Department requested the emergency purchase of Jet Skis for the Water Rescue Team. The Department anticipates a significant number of water events coming to the community this year and next year. It is vital that the Water Rescue Team have the resources needed to be able to provide water rescue capability.

The Jet Skis are in high demand across the country, especially with the current supply chain issues. However, the Department is able to acquire the equipment from Power Sports (Columbus, GA), at a cost of \$33,691.00.

The City Manager approved the emergency purchase on April 12, 2022, based on the threat to public health, welfare, and safety, per the Procurement Ordinance, Article 3-115, Emergency Procurement.

The purchase will be funded by OLOST funds reallocation. Therefore, funding is available in the FY22 Budget: LOST/Public Safety – Fire & EMS – Public Safety/LOST – Capital Expenditures/Over \$5,000; 0102 – 410 – 9900 -LOST – 7761.

## 9. **UPDATES AND PRESENTATIONS**

- [A.](#) Georgia's Cities Week Update - Lisa Goodwin, Deputy City Manager
- [B.](#) Elections & Registration Update - Nancy Boren, Director
- [C.](#) CDBG/HOME Action Plan Amendment 2015-2021 Update - Robert Scott, Community Reinvestment Director
- [D.](#) TSPLOST Update - Pam Hodge, Deputy City Manager
- [E.](#) Monthly Finance/Sales Tax Update - Angelica Alexander, Finance Director

## **BID ADVERTISEMENT**

**April 27, 2022**

**1. Replacement Inground Lift for METRA (Annual Contract) – RFB No. 22-0026**  
**Scope of Bid**

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to remove an existing set of in-ground post lifts. A new system of fully functional in-ground post lifts, capable of lifting the expected weight of a 35-foot transit bus, will then be installed by the vendor as a replacement. Work shall be done at the METRA/Department of Transportation campus.

**2. Ready-Mix Cement (Annual Contract) – RFB No. 22-0033**  
**Scope of Bid**

Columbus Consolidated Government (the City) is requesting bids to provide ready-mix cement to the Public Works Department on an as-needed basis. The products will be used for spot repairs on City roads. This bid will be awarded to a primary and a secondary vendor.

The contract period shall be for two years with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

**3. Pipe Lining System with Trailer, Mix, Pump and Spray System – RFB No. 22-0034**  
**Scope of Bid**

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) pipe lining system with trailer, mix, pump and spray system.

**April 29, 2022**

**1. Former Georgia State Farmers Market Phase II – Site Remediation – RFP No. 22-0030**

A **Mandatory Site Visit** is scheduled for 11:00 AM on Friday, April 29, 2022. Contractors shall convene at the Georgia State Farmers Market entrance that is closest to the corner of 10th Avenue and 4th Street in Columbus, GA; the Georgia State Farmers Market is located at 318 10th Ave in Columbus, GA. *Attendees are encouraged to wear face masks and practice social distancing.*

**2. Pavement Management Services & Software – RFP No. 22-0027**  
**Scope of RFP**

Columbus Consolidated Government (the City) is requesting proposals from qualified firms to successfully capture pavement condition assessment data and to provide independent pavement management software for processing, analyzing, visualizing, and managing the recorded data in a GIS-based application.

**May 6, 2022**

**1. Traffic Signal Contractor – RFP No. 22-0020**

**Scope of RFP**

Columbus Consolidated Government (the City) is seeking to contract with a qualified Traffic Signal Contractor who has the experience, expertise and necessary equipment to perform traffic signal construction work on an “as needed” basis.

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

**May 11, 2022**

**1. Fire/Intrusion Prevention Equipment, Supplies and Services – RFB No. 22-0038**

**Scope of Bid**

Provide Fire/Intrusion Prevention Equipment, Supplies and Services, to include: Fire Extinguishers, and related maintenance and repair parts, Fire Alarm/Intrusion Systems and Monitoring Services at various locations, and other related items/services.

The contract term shall be for five (5) years with the option to renew for five (5) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

**May 20, 2022**

**1. Former Georgia State Farmers Market Phase II – Site Remediation – RFP No. 22-0030**

**Scope of RFP**

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to provide services for Phase II of the Former Georgia State Farmers Market project, which is located at 318 10th Avenue in Columbus, GA. Phase II includes providing all labor, materials equipment, permits, and incidentals necessary to complete all tasks associated with 1) removing an underground storage tank system, soil removal, and placement of fill material and 2) demolition of an old towing and recovery building.

# **CLERK OF COUNCIL'S AGENDA**

## **ENCLOSURES - ACTION REQUESTED**

1. RESOLUTION – A Resolution cancelling the May 3, 2022 and June 7, 2022 Proclamation Sessions.
2. RESOLUTION – A Resolution changing the meeting schedule for the month of June 2022.
3. RESOLUTION – A Resolution excusing Councilor Jerry “Pops” Barnes from the March 29, 2022 Consent Agenda / Work Session and April 12, 2022 Council Meeting.
4. **Employee Benefits Committee:** Memorandum from the Human Resources Department submitting a recommendation for the reappointment of the following members: **Ms. Shannon Hubbard-** Deputy Clerk Recorder’s Court (*General Government Employee*); **Mr. Troy Vanerson-** Public Works (*General Government Employee*); and **Ms. Ardria McGruder-** Criminal Records Technician- Sheriff’s Office (*General Government Employee*).
5. Official Appointment Form from New Horizons Behavioral Health, Mental Health, Addictive Diseases and Developmental Disabilities- Community Service Board to reappoint Mr. David Ranieri to serve another term of office.
6. Letter from Dr. Robert Wright resigning from his seat on the Medical Center Hospital Authority.
7. Email Correspondence from Mr. Chris Nunn recommending that the seat of Ms. Barbara Story-Jones be declared vacant on the Board of Family & Children Services Board due to no longer being active with attending meetings.
8. Honorary Designation Application submitted by Queen Scott requesting signage on Gleason Avenue in honor of Adlena Austin Spencer. (*Council may vote to send to Board of Honor.*)
9. **Minutes of the following boards:**

Board of Elections & Registration, January 6, 2022 and March 17, 2022

Board of Tax Assessors, #09-22, #10-22 , #11-22, #12-22 and #13-22

Columbus Ironworks Convention & Trade Center Authority, January 27, 2022 and February 24, 2022

Community Development Advisory Council, December 9, 2021

Convention & Visitors Board of Commissioners, February 16, 2022

Hospital Authority of Columbus, March 1, 2022

Housing Authority of Columbus, February 16, 2022

Planning Advisory Commission, February 2, 2022 and March 2, 2022

## **BOARD APPOINTMENTS - ACTION REQUESTED**

### **10. MAYOR'S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

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

**Audrey Hollingsworth**

*(Mayor's Appointment)*

**(Business Community)**

*Eligible to succeed*

Term Expires: June 30, 2022

**Renee McAneny**

*(Mayor's Appointment)*

**(Retired City Employee)**

*Eligible to succeed*

Term Expires: June 30, 2022

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

### **11. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:**

- A. ANIMAL CONTROL ADVISORY BOARD:** Ms. Patricia Montgomery was nominated to fill the unexpired term of Lindsay Ellis. *(Councilor Garrett's nominee)* Term expires: October 15, 2023

### **12. COUNCIL'S APPOINTMENT- NOMINATIONS FROM THE RESPECTIVE ORGANIZATIONS MAY BE CONFIRMED:**

#### **A. HISTORIC & ARCHITECTURAL REVIEW BOARD:**

**Cathy Williams**

**(Council's Confirmation)**

**(Historic Columbus Foundation)**

*Not Eligible to succeed*

Term Expired: January 31, 2022

**The Historic Columbus Foundation is recommending Mr. Tyler Pritchard to succeed Ms. Cathy Williams.**

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

**Women: 6**

**Senatorial District 15: 10**

**Senatorial District 29: 1**

**B. UPTOWN FACADE BOARD:**

**Alan Udy**

**(Council's Confirmation)**

*Does not desire reappointment*

**Uptown Business Improvement District**

**Term Expired: October 31, 2021**

**The Uptown Business Improvement District is recommending Niki Gedroic to replace Alan Udy.**

*The is a three-year term. Meets monthly.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

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

**A. 457 DEFERRED COMPENSATION BOARD:**

**Tyler Townsend**

**(Plan Expert / Volunteer seat)**

**Open for Nominations**

**(Council's Appointment)**

*Not Eligible to succeed*

**Term Expires: May 31, 2022**

**The Human Resources Director is recommending Ms. Rhonda Davis to succeed Mr. Tyler Townsend.**



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

**B. BOARD OF FAMILY & CHILDREN SERVICES:**

**Pastor Johnny Flakes, III**- Interested in serving  
(Faith-Based Community Leader)

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

*This is a five-year term. Board meets monthly.*

**Women: 4**

**Senatorial District 15: 4**

**Senatorial District 29: 1**

**C. COLUMBUS GOLF COURSE AUTHORITY:**

**William Roundtree**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Ken Crumpler**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Kenneth Davis**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Alonzo E. Jones**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Stephanie Callahan**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Gerald Miley**

*Not Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

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

**Women: 1**

**Senatorial District 15: 4**

**Senatorial District 29: 5**

**D. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Thomas Barron**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Esther Radcliff**

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

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

**Women: 4**

**Senatorial District 15: 1**

**Senatorial District 29: 5**

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

**Dr. Robert Wright**

*Resigned*

Term Expires: December 31, 2023

(Council / Authority)

**The following nominees are being recommended by Councilor Thomas for the seat of Dr. Robert Wright: John Bucholtz, Murray Solomon and Tracy L. Sayers.**

*This is a five-year term. Board meets quarterly- January, April, July and October.*

**Women: 3**  
**Senatorial District 15: 2**  
**Senatorial District 29: 7**

**F. VALLEY PARTNERSHIP JOINT DEVELOPMENT:**

**Councilor Walker Garrett**  
*Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

**Monte Galbraith**  
*Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

**Gary Jones**  
*(passed away)*  
Term Expires: June 30, 2023

Open for Nominations  
**(Council's Appointment)**

*These are four-year terms. Board meets every other month beginning in January.*

**Women: 0**  
**Senatorial District 15: 3**  
**Senatorial District 29: 1**

**UPCOMING BOARD APPOINTMENT:**

[A.](#) Keep Columbus Beautiful Commission - (Council Appointment)

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

**File Attachments for Item:**

1. Approval of minutes for the April 12, 2022 Council Meeting.

**COUNCIL OF COLUMBUS, GEORGIA**  
**CITY COUNCIL MEETING**  
**MINUTES**

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

April 12, 2022  
9:00 AM  
Regular Meeting

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**M A Y O R ’ S   A G E N D A**

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**PRESENT:** Mayor B. H. “Skip” Henderson, III (arrived at 9:58 a.m.), and Mayor Pro Tem R. Gary Allen and Councilors Charmaine Crabb, Glenn Davis, R. Walker Garrett, John M. House, Bruce Huff (arrived at 9:18 a.m.) Judy W. Thomas, Toyia Tucker (via Microsoft Teams), and Evelyn “Mimi” Woodson (arrived at 9:04 a.m. via Microsoft Teams). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

**ABSENT:** Councilor Jerry “Pops” Barnes was absent.

**The following documents have been included as a part of the Agenda Packet:** (1) West Central Health District – Diabetes Prevention Program and Yellow Dot Presentation; (2) METRA Critical Vacancies Update Presentation; (3) Muscogee Elections and Registration 2022 Update Presentation; (4) Bull Creek Dam No. 12, Bull Creek Dame No. 14 Rehabilitation & Repair Presentation; (5) Waste Collection Update Presentation; (6) Columbus City Hall Update Presentation; (7) TSPLOST Update Presentation

**CALL TO ORDER:** Mayor Pro Tem R. Gary Allen, Presiding

**INVOCATION:** Offered by Rev. John Burnett at Hilton Terrace Baptist Church of Columbus, Georgia

**PLEDGE OF ALLEGIANCE:** Led by Mayor Pro Tem Allen

**UPDATE:**

2. An update on COVID-19

**Mayor Pro Tem R. Gary Allen** provided a brief update on COVID-19 and its impact on the community. He explained though the number of positive cases and hospitalizations are lower, they are still encouraging the members of the community to be cautious.

**MINUTES**

1. Approval of minutes for the March 29, 2022, Consent Agenda / Work Session. Councilor House made a motion to approve the minutes, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Barnes being absent for the meeting.

# **CITY ATTORNEY'S AGENDA**

## **ORDINANCES**

1. **Ordinance (22-018) - 2nd Reading-** REZN-11-21-2154: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 0 Old Guard Road (parcel # 079-001-001) from RE1 (Residential Estate 1) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department recommends denial, and PAC recommends approval subject to school and traffic study.) (As amended on 1st Reading) (Councilor Davis) Councilor Davis made a motion to adopt the ordinance, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Barnes being absent for the meeting.
  
2. **Ordinance (22-019) - 2nd Reading-** An ordinance providing for the demolition of various structures located at: **1000 Peachtree Drive** (Working With Houses LLC, Owner); **2816 Baldwin Street** (Joe & Lucinda Collier, C/O Charlie Collier, Owner); **600 8th Street** (Phillip & Thomas Real Estate Holding LLC, Owner); **27 Munson Drive** (Alpeshkumar Patel, Owner); **3822 3rd Avenue** (Lange Realty LLC, Owner); **1502 Virginia Street** (Ed M Wohlwender Jr, Owner); **2600 14th Avenue** (Dennis R Deal, Owner); **167 Munson Drive** (Geraldine Toler Owens, Owner); **3232 Urban Avenue** (Isabelle Spence, Owner); **2315 Hamilton Avenue** (Doug Mann, Owner); **909 Charleston Avenue** (Josephine W Banks Life Estate, Owner)(Mayor Pro-Tem) Mayor Pro Tem Allen made a motion to adopt the ordinance, seconded by Councilor Garrett and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Barnes being absent for the meeting.

**Inspections & Code Director Ryan Pruett** came forward to provide an update on the property located at 1000 Peachtree Drive. He explained the owner of the property has obtained a permit to begin renovations. He stated the property would remain on the list but would be checked on by his staff to ensure the renovation efforts continue.

**City Manager Isaiah Hugley** explained the Director of Inspections and Code recommended that the property located 600 8<sup>th</sup> Street remain on demolition list and no immediate action will be taken, but the property owner needs to do something. He stated there is still debris and there have been no efforts made in cleaning up the property. He also stated that the property owner was expected to be present for the meeting but was not in attendance.

## **PUBLIC AGENDA**

1. Dr. Asante Hilts and Ms. Amy Spradlin, representing the Columbus Health Department, West Central Health District, Re: Information on the upcoming prevention programs offered by the Health Department.
2. Mr. Paul S. Olson, Re: 1) OLOST Sales tax, 2) TSPLOST Sales Tax - 2012 Phase I, II, and III and 3) 9% Sales Tax.
3. Ms. Patricia Frey, United Way / Home for Good, Re: Update on results from the recent Point in Time Count for Muscogee / Russell County.
4. Mr. Marvin Broadwater, Sr., Re: A request to change the Crime Prevention requirements for out-of-town trips.

**Crime Prevention Director Seth Brown** came forward to respond to the comments and request made by Mr. Broadwater. He explained the restriction was put in place during the beginning of the

COVID-19 Pandemic and has stayed in place due to the board feeling like requests such as this should be considered on a case-by-case basis.

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

#### **FOR THE CRIME PREVENTION DIRECTOR:**

- Would like for the Crime Prevention Director to look into the request with the board and bring back a recommendation to Council. (*Request of Councilor Thomas*)
- Look into implementing a requirement for waivers of protection, etc. for travel. (*Request of Mayor Pro Tem Allen*)
- Include in report information such as liability, insurance, etc. (*Request of Councilor Thomas*)

5. Mr. Javier Garcia, Re: Interagency partnership and Police Department morale.

**Police Chief Freddie Blackmon** approached the rostrum to respond to comments made by Mr. Garcia. He explained the correspondence that Mr. Garcia was referring to was taken out of context and assured the Council that the Columbus Police Department and the Muscogee County Sheriff's Office is dedicated to working together to keep the community safe.

**Lieutenant Colonel John Darr (Muscogee County Sheriff's Office)** came forward to speak on behalf of Sheriff Greg Countryman, stating there is no animosity between the two departments. He explained the Muscogee County Sheriff's Office is committed to provide the public safety that the citizens of Columbus deserve independently and in conjunction with the Columbus Police Department and other public safety agencies.

6. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Crime Prevention and Affordable Housing.

### **MAYOR'S AGENDA (continued):**

#### **PRESENTATION:**

3. Update on the criteria being used and progress made on the renaming of Fort Benning. (Presented by Major General Patrick Donahoe)

**Major General Patrick Donahoe** approached the rostrum to provide an update on the renaming of Fort Benning. He explained the National Defense Authorization Act of 2021 established the task for the Secretary of Defense to form a commission to rename all elements within the Department of Defense that honored individuals that fought against the United States for the Confederacy. He stated meetings are being held by the commission, with the participation of community members to ensure diverse input in the process. He stated the commission's recommendation will go to the United States Congress on October 1, 2022, with the final decision expected between that date and October of 2023.

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

#### **1. Relocation of Kadie the Cow – Uptown Columbus, Inc.**

**Resolution (095-22):** A resolution authorizing the City Manager to enter into a memorandum of understanding with Uptown Columbus, Inc. to allow the organization to spearhead the relocation of the Kadie the Cow Statue. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried by a vote of eight-to-one, with Mayor Pro Tem Allen and Councilors Davis, Garrett, House, Huff, Thomas, Tucker, and Woodson voting yes, Councilor Crabb voting no, and Councilor Barnes being absent for the meeting.

## 12. UPDATES AND PRESENTATIONS

A. Relocation of Kadie the Cow – Ed Wolverton Uptown Columbus, Inc. President & CEO

**Uptown CEO Ed Wolverton** approached the rostrum to provide information on the relocation of Kadie the Cow. He explained since the discussion was held at the March 8, 2022, meeting, there have been several potential donors that have expressed an interest in the relocation of the statue.

**Councilor Charmaine Crabb** stated she along with the Community Foundation have created a fund for Kadie the Cow to ensure the statue is maintained perpetually regardless of her location.

### 2. **Use of Whitewater Reserve Funds**

**Resolution (096-22):** A resolution authorizing the City Manager to execute an amendment to the memorandum of understanding with Uptown Whitewater Management LLC for the additional release of Whitewater Reserve Funds for Whitewater repair and maintenance in an amount of up to \$80,000. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

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

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

- Provide original MOU and all amendments. (*Request of Councilor Davis*)

### 3. **Police FY22 Other Local Option Sales Tax Reallocation**

**Resolution (097-22):** A resolution reallocating \$111,428.04 of the FY22 Other Local Option Sales Tax Fund Budget of the Police Department from Capital Outlay (Vehicles) to purchase tasers from Axon Enterprises. Councilor Huff made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

### 4. **Fire & EMS – FY22 Other Local Option Sales Tax Reallocation**

**Resolution (098-22):** A resolution reallocating \$141,000 of the FY22 Other Local Option Sales Tax Fund Budget of the Fire & EMS Department from the Extractor and Dryer Installation Project to purchase a rescue boat (\$49,500) and Panasonic Toughbook Mobile Data Terminals (\$91,500). Councilor Huff made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

**Fire/EMS Chief Sal Scarpa** approached the rostrum to explain the request. He stated the Columbus Fire & EMS Department has a Water Rescue Team that provides water rescue services for Muscogee County. He explained with a lot of water assets, water facilities, and multiple events coming to the community, it was determined that the department's boat needed to be replaced.

### 5. **GDOT/CCG Application for Signalization**

**Resolution (099-22):** A resolution of the Council of Columbus, Georgia, authorizing the City Manager to make application to the Georgia Department of Transportation (GDOT) for the operation and maintenance of two signalized intersections. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Garrett and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.



## 6. Bingo Cards Donation

**Resolution (100-22):** A resolution authorizing the City to approve and accept the donation of bingo cards to be used at the senior centers. Councilor Garrett made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

## 7. Juvenile Justice Incentive Grant Request

**Resolution (101-22):** A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant to fund the Muscogee County Juvenile Court and if awarded accept the grant and amend the Multi-Governmental Fund by the amount of the grant award for the grant period from July 1, 2022, to June 30, 2023. Councilor Garrett made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

## 8. Encroachment Agreement with Jerry Lee Scott for the construction of a 5 ft retaining wall in front of the residence at 4626 Buckner Street.

**Resolution (102-22):** A resolution of the Council of Columbus, Georgia authorizing an encroachment on the right-of-way of 4626 Buckner Street; authorizing the execution of an encroachment agreement with owner, Jerry Lee Scott for construction, maintenance, and repair of such improvements. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

## 9. South Columbus River District Tax Allocation District Fund Grant – NeighborWorks as Developer

Approval is requested to authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive. Councilor Huff made a motion to delay this item until the April 26, 2022, meeting, seconded by Councilor Tucker. There was an inconclusive vote of three-to-five, with Councilors Davis, Huff, and Tucker voting yes, Mayor Pro Tem Allen and Councilors Garrett, House, Thomas, and Woodson voting no, Councilor Crabb being absent for the vote, and Councilor Barnes being absent for the meeting. Councilor Garrett made a motion to approve the resolution, seconded by Mayor Pro Tem Allen with there being an inconclusive vote of five-to-four vote, with Mayor Pro Tem Allen and Councilors Garrett, House, Thomas, and Woodson voting yes, Councilors Crabb, Davis, Huff, and Tucker voting no, and Councilor Barnes being absent for the meeting.

**Councilor R. Walker Garrett** stated he has read opinions from four attorneys on this item, who all agree there is not a conflict with this project. He explained this is an affordable housing project that First Baptist Church has been involved with to provide affordable housing in South Columbus and is a viable aspect in preventing crime.

**Councilor Bruce Huff** stated he is in support of the project but is planning on respectfully asking Council to delay this item to allow a chance for the members of Council to review the information Councilor Garrett has obtained. He explained it was brought to his attention last time the matter was discussed that there are some fine points of governance that the City Council is the only governing body, but that the Muscogee County School District is also a governing body since they receive 60% of the taxes collected. He stated he is for affordable housing and once it is explained more thoroughly; then, he would feel more comfortable in voting on the item.

**City Attorney Clifton Fay** stated the only governing body in the Tax Allocation District creation and governing is the City Council with final approval. He explained the Muscogee County School District votes on their participation, which they have voted yes for this project. He stated Muscogee County School District Representative Cathy Williams did recuse herself based on her involvement with NeighborWorks, so there is no conflict there.

**Councilor Glenn Davis** stated he would be in support of the delay because he would like additional time to focus on the taxpayer equity portion of this matter.

**City Manager Isaiah Hugley** explained the various phases of the proposed project by stating Columbus, Georgia needs affordable housing on the southside of town. He described the blight him and his wife witnessed when they drove through the area of Lesley Drive.

**Councilor Judy W. Thomas** stated she would be voting against the delay since the City Attorney has made it clear in his legal opinion that there are no conflicts in approving this item. She stated she believes the City Attorney's interpretation of the law is correct and she wishes to see this project move forward.

#### **10. Street Acceptance – Whirlaway Drive, Omaha Court, that portion of Barton Drive, and that portion of Omaha Drive located in Section Four, Midland Downs**

**Resolution (103-22):** A resolution of the Council of Columbus, Georgia, authorizing the acceptance of a deed to Whirlaway Drive, Omaha Court, that portion of Barton Drive and that portion of Omaha Drive located in Section Four, Midland Downs, on behalf of Columbus, Georgia. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilor Davis being absent for the vote, and Councilor Barnes being absent for the meeting.

#### **11. PURCHASES**

##### **A. Print/Copy/Scan Solution (Annual Contract) – RFP No. 22-0021**

**Resolution (104-22):** A resolution authorizing the execution of an annual contract with Canon Solutions America, Inc. (Montgomery, AL) for multifunctional devices that print, copy and scan. The devices will be used in all City Departments. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

##### **B. Contract Extension for Pursuit Build Out (Annual Contract) – RFP No. 13-0017**

**Resolution (105-22):** A resolution authorizing the extension of the pursuit vehicle build out contract with Mobile Communications America, Inc., (Columbus, GA) (formally Columbus Communications, Inc., Columbus, GA) for an additional 6-month period. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

##### **C. Inmate Telephone System for Muscogee County Prison (Annual Contract) – RFP No. 22-0003**

**Resolution (106-22):** A resolution authorizing the execution of an annual contract with Combined Public Communications. LLC (Cold Spring, KY) to provide an inmate telephone system for Muscogee County Prison. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

##### **D. Professional Services for Remediation and Disposal of Environmental Hazardous Chemicals & Waste (Annual Contract) – RFP No. 22-0011**

**Resolution (107-22):** A resolution authorizing the execution of an annual contract with KAM, Inc. (Columbus, GA), as the primary contractor, and HEPACO, LLC (Doraville, GA), as the secondary contractor, to provide professional services for remediation and disposal of environmental hazardous chemicals/waste, on an “as needed” basis. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

E. Stretcher Preventative Maintenance for Fire & EMS (Annual Contract) – RFP No. 22-0029

**Resolution (108-22):** A resolution authorizing the execution of an annual contract with Stryker Sales, LLC (Portage, MI) to provide stretcher preventative maintenance services and purchase of stretcher accessories for the Columbus Fire & EMS Department for the estimated annual contract value of \$23,412.00. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

F. Master Services and Purchasing Agreement for Body Cameras and Accessories for Muscogee County Sheriff’s Office

**Resolution (109-22):** A resolution authorizing the master services and purchasing agreement for body cameras and accessories from Axon Enterprises (Scottsdale, AZ), in the total amount of \$182,858.21, to be paid as follows: Year 1: \$51,736.09 and gap coverage cost of \$972.00 (paid per Resolution No #177-21 in FY21), Year 2: \$32,537.53, Year 3: \$32,537.53, Year 4: \$32,537.53 and Year 5: \$32,537.53. Funding will be budgeted in the appropriate subsequent fiscal years for the annual payments. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

**Muscogee County Sheriff Greg Countryman** came forward to thank the Council for the approval of the purchase request for new body cameras. He explained body cameras are an essential part of keeping officers and the public safe.

G. Taser 7 Custom Basic Five-Year Agreement for the Columbus Police Department

**Resolution (110-22):** A resolution authorizing the Taser 7 Custom basic 5-year agreement with Axon Enterprises (Scottsdale, AZ), in the amount of \$572,395.99 to be paid as follows: Year 1: \$111,428.03, Year 2: \$115,241.99, Year 3: \$115,241.99, Year 4: \$115,241.99, and Year 5: \$115,241.99. The agreement will cover the period from April 2022 – April 2026. Funding will be budgeted in the appropriate subsequent fiscal years for the annual payments. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

H. Rescue Boat for the Columbus Fire and EMS Department

**Resolution (111-22):** A resolution authorizing the purchase of RescueOne Connector Boats/Marine One Corporation, (Southside, AL) in the amount of \$57,950.00, plus applicable delivery costs. The purchase will be partially funded by OLOST Funds Reallocation. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

I. Mobile Data Terminals for Fire & EMS (Annual Contract)

**Resolution (112-22):** A resolution authorizing the purchase, programming, and installation of twenty-three (23) Mobile Data Terminals (Panasonic Toughbooks) from Mobile Communication America (Columbus, Georgia), in the amount of \$90,482.00. The purchase will be made via the City’s existing annual contract for pursuit vehicle buildout, PA13-0017A (Resolution #14-13), awarded to the vendor. Council approval is required because the purchase will be funded by OLOST Funds

Reallocation. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

J. Gift Cards for Police Department Gun Buyback Program

**Resolution (113-22):** A resolution authorizing the purchase of two hundred (200) gift cards at \$250 each from Kinetic Credit Union, for a total of \$50,000, plus service fees (if applicable), for the Police Department sponsored Citywide Gun Buyback Program. Councilor House made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

**Police Chief Freddie Blackmon** approached the rostrum to explain the reason for the gun buyback program. He explained this program was established to get guns off the streets to help prevent injuries and deaths from firearms.

## 12. **UPDATES AND PRESENTATIONS**

C. METRA'S Critical Vacancies Update - Rosa Evans, Metra Director

**Director of Transportation Rosa Evans** approached the rostrum to provide an update on the critical vacancies in the Department of Transportation /METRA. She explained the various reasons the Transportation Department faces with recruitment and retention such as, lack of qualified applicants, competitive pay, shift and weekend hours, fatigued employees, and better work opportunities. She described the affects the shortage in employees has caused on the current employees being required to work longer hours to provide this essential service to the community. She stated there are currently twenty-two vacancies within the department, with six out of the twenty-eight current employees with pending Commercial Drivers Licenses.

B. Elections and Registration Update - Nancy Boren, Director

**Elections & Registration Director Nancy Boren** came forward to provide an update on the elections and registration for Muscogee County. She stated the redistricting process for Congressional Districts, Georgia State Senate, Georgia House of Representatives, City Council, and the Muscogee County School District. She explained though the process is complete, the City Council District lines could not be updated for the election in May 2022 due to the Charter of Columbus, Georgia, but the school districts would be updated for the ballots. She explained what citizens can expect to see on their ballots.

G. Rehabilitation of Bull Creek Watershed Dam No. 12 and Repairs to Bull Creek Watershed Dam No. 14 Update - Tyler Coats, Schnabel Engineering

**City Engineer Donna Newman** approached the rostrum to introduce Engineer Tyler Coats, who was hired by the Georgia Soil and Water Conservation Commission. She explained these projects are being done at no cost to the City of Columbus.

**Engineer Tyler Coats (Schnabel Engineering)** came forward to provide details on the rehabilitation project of the Bull Creek Watershed Dam No. 12 and the project to repair the Bull Creek Watershed Dam No. 14.

D. Solid Waste/Yard Waste Update - Drale Short, Public Works Director

**Public Works Director Drale Short** approached the rostrum to provide an update on solid waste and yard waste pick up. She provided information on critical vacancies, inmate security level challenges, contractors, and the weather challenges faced by the Public Works Department. She

explained how the department's vacant positions continue to affect the services provided and the innovative strategies being implemented to help address the issue.

**REFERRAL(S):**

**FOR THE PUBLIC WORKS DIRECTOR:**

- Provide the information regarding contamination of recycling material in an educational video to place on the website and to run regularly on CCG-TV. (*Request of Mayor Henderson*)

E. Columbus City Hall Update - Pam Hodge, Deputy City Manager

**Deputy City Manager Pam Hodge** approached the rostrum to provide an update on the new Columbus City Hall. She explained there would be several meetings to go over the design of the various offices to ensure the spaces are usable for the departments that will be housed in them. She provided the relocation schedule starting in 2023.

F. TSPLOST Update - Pam Hodge, Deputy City Manager

**Deputy City Manager Pam Hodge** approached the rostrum to provide an update on the TSPLOST. She provided information on the various 2012 TSPLOST Projects completed and under design. She explained how the funds would be allocated for the 2023 Proposed TSPLOST Projects.

**BID ADVERTISEMENT**

**April 13, 2022**

1. **Slide Gate Operators – PQ No. 22-0002**  
Scope of PQ

Columbus Consolidated Government (the City) is seeking quotes from qualified vendors to provide three (3) slide gate operators, LiftMaster SL585103UL (or equivalent), for use at the Department of Transportation/METRA transfer center. Vendor will be responsible for removal/disposal of current gate operators.

**April 20, 2022**

1. **15-Passenger Van – RFB No. 22-0035**  
Scope of Bid

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide three (3) 15-passenger vans.

2. **Replacement Inground Lift – RFB No. 22-0026**  
Scope of Bid

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to remove an existing set of in-ground post lifts. A new system of fully functional in-ground post lifts, capable of lifting the expected weight of a 35-foot transit bus, will then be installed by the vendor as a replacement. Work shall be done at the Department of Transportation/METRA campus.

**April 22, 2022**

1. **Pavement Management Services & Software – RFP No. 22-0027**  
Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified firms to successfully capture pavement condition assessment data and to provide independent pavement management software for processing, analyzing, visualizing, and managing the recorded data in a GIS-based application.

**April 27, 2022**

**1. Ready-Mix Cement (Annual Contract) – RFB No. 22-0033**

**Scope of Bid**

Columbus Consolidated Government (the City) is requesting bids to provide ready-mix cement to the Public Works Department on an as-needed basis. The products will be used for spot repairs on City roads. This bid will be awarded to a primary and a secondary vendor.

The contract period shall be for two years with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

**2. Pipe Lining System with Trailer, Mix, Pump and Spray System – RFB No. 22-0034**

**Scope of Bid**

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) pipe lining system with trailer, mix, pump and spray system.

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***NOTE:** Due to there no longer be a quorum with five members now physically present with Councilors Tucker and Woodson attending virtually; Councilors Davis and Garrett having left the meeting and Councilor Barnes being absent for the meeting, Clerk of Council Davis delayed presenting agenda items with the exception of Item #1 on the Clerk of Council's Agenda: Certificate of Need Application.*

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

### **ENCLOSURES - INFORMATION ONLY**

1. Certificate of Need Application submitted by St. Francis Health, LLC d/b/a St. Francis Hospital for a cost overrun of its previously approved CON application to relocate its geriatric inpatient psychiatric service from the Bradley Center to the main hospital campus.

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***NOTE:** Due to there no longer be a quorum with five members now physically present with Councilors Tucker and Woodson attending virtually; Councilors Davis and Garrett having left the meeting and Councilor Barnes being absent for the meeting, Clerk of Council Agenda delayed presenting Items #2 - #4.*

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### **ENCLOSURES - ACTION REQUESTED**

2. RESOLUTION – A Resolution excusing Councilor Jerry “Pops” Barnes from the March 29, 2022, Consent Agenda / Work Session.
3. RESOLUTION – A Resolution cancelling the May 3, 2022, and June 7, 2022, Proclamation Sessions.

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

Board of Elections & Registration, January 6, 2022

Board of Tax Assessors, #09-22, #10-22 and #11-22

Columbus Ironworks Convention & Trade Center Authority, January 27, 2022, and February 24, 2022

Community Development Advisory Council, December 9, 2021

Convention & Visitors Board of Commissioners, February 16, 2022

Hospital Authority of Columbus, March 1, 2022

Housing Authority of Columbus, February 16, 2022

Planning Advisory Commission, February 2, 2022, and March 2, 2022

## **BOARD APPOINTMENTS - ACTION REQUESTED**

### **5. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:**

*NOTE: The appointments listed below were not presented for confirmation due to the lack of a quorum being physically present.*

- A. ANIMAL CONTROL ADVISORY BOARD:** Ms. Patricia Montgomery was nominated to fill the unexpired term of Lindsay Ellis. (*Councilor Garrett's nominee*) Term expires: October 15, 2023

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

*NOTE: The appointment listed below was not presented for the opportunity to make nominations due to the lack of a quorum being physically present.*

#### **A. HISTORIC & ARCHITECTURAL REVIEW BOARD:**

A nominee for the seat of Cathy Williams (*Not Eligible to succeed*) as the Historic Columbus Foundation Representative for a term that expires on January 31, 2022, on the Historic & Architectural Review Board (*Council's Appointment*). The Historic Columbus Foundation is recommending Mr. Tyler Pritchard to succeed Ms. Cathy Williams. There were none.

*NOTE: The Upcoming Board Appointments as listed below were presented by Clerk of Council Davis.*

## **UPCOMING BOARD APPOINTMENTS:**

- A. 457 Deferred Compensation Board
- B. Board of Family & Children Services
- C. Columbus Aquatics Commission
- D. Columbus Golf Course Authority
- E. New Horizons Behavioral Health- Mental Health, Addictive Diseases and Developmental Disabilities Community Service Board
- F. Pension Fund, Employees' Board of Trustees
- G. Retirees' Health Benefits Committee
- H. Valley Partnership Joint Development Authority

With there being no further business to discuss, Mayor Henderson declared the April 12, 2022, Regular Council Meeting adjourned due to the lack of a quorum being physically present (Councilors Tucker and Woodson attended virtually) with Councilors Davis and Garrett having left the meeting and Councilor Barnes being absent for the meeting, with the time being 1:22 p.m.

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



**File Attachments for Item:**

**1. 1st Reading-** REZN-02-22-0236: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4322 Rosemont Drive** (parcel # 187-002-001) from SFR3 (Single Family Residential 3) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Garrett)

## AN ORDINANCE

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

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **4322 Rosemont Drive** (parcel # 187-002-001) from SFR3 (Single Family Residential 3) Zoning District to SFR4 (Single Family Residential 4) 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 property described below from SFR3 (Single Family Residential 3) Zoning District to SFR4 (Single Family Residential 4) Zoning District.

#### TRACT 1:

A certain tract of land in Muscogee County, Georgia, being on and a part of "the Old Silas Place", now the property of J. W. Woodruff, paralleling a road which will be run by Muscogee County, being a continuation of the Country Club Road extending through Woodruff's Place to a point on the proposed road between Yarbrough and Woodruff and Ellison, known as the Woodruff Road, approximately 550 feet from the intersection of Moore Road and the said Woodruff Road at the iron stake on said Country Club extension road, running in a northeasterly direction parallel with said road 217 feet; thence at right angles 400 feet in a southeasterly direction, thence in a northwesterly direction 217 feet, thence at right angles 400 feet to said iron stake, the beginning point. This is the same property conveyed by J. W. Woodruff to Board of Education of Muscogee County, Georgia by deed dated May 27, 1925 and recorded in Deed Book 59, page 69 in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

#### TRACT 2:

A certain tract of land surrounding on the southeast, the southwest and the northeast the existing school site of Rosemont School, which approximates two acres, as recorded in Deed Book 59, page 69 in the office of the Clerk of the Superior Court of Muscogee County; beginning at a point on the east side of the existing road running parallel to the back of the school 150 feet to the southwest of the southwest corner of said existing two acre school tract, thence running easterly direction parallel to the southwest boundary of said existing school tract approximately 480 feet more or less to the northwest side of a proposed road, thence 150 feet northwesterly direction which will be 125 feet from southeastern boundary of present school site, thence continuing in a northwesterly direction approximately 238 feet to a point 65 feet from the northeast corner of the present school site continuing in a northwest direction 112 feet approximately to a point 87-1/2 feet in a northwesterly direction from the northeast boundary of the present site, thence in a westerly direction 350 feet more or less to the present road site to a point 209 feet in a northwesterly direction from the northwest point of present school site. This is the same property conveyed by J. W. Woodruff, Sr. to Muscogee County Board of Education by deed dated November 26, 1940 and recorded in Deed Book 182, page 542 in the office of the Clerk of the Superior Court of Muscogee County, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of April, 2022; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

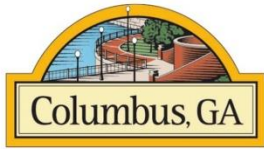
|                   |              |
|-------------------|--------------|
| Councilor Allen   | voting _____ |
| Councilor Barnes  | voting _____ |
| Councilor Crabb   | voting _____ |
| Councilor Davis   | voting _____ |
| Councilor Garrett | voting _____ |
| Councilor House   | voting _____ |
| Councilor Huff    | voting _____ |
| Councilor Thomas  | voting _____ |
| Councilor Tucker  | voting _____ |
| Councilor Woodson | voting _____ |

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**Sandra T Davis**  
Clerk of Council

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



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-02-22-0236

|  |  |
|--|--|
| <b>Applicant:</b>                          | Wright Wade  |
| <b>Owner:</b>                              | 4322 Rosemont, LLC   |
| <b>Location:</b>                           | 4322 Rosemont Drive  |
| <b>Parcel:</b>                             | 187-002-001  |
| <b>Acreage:</b>                            | 7.01 Acres   |
| <b>Current Zoning Classification:</b>      | SFR3 (Single Family Residential 3)   |
| <b>Proposed Zoning Classification:</b>     | SFR4 (Single Family Residential 4)   |
| <b>Current Use of Property:</b>            | Vacant   |
| <b>Proposed Use of Property:</b>           | Single Family Residential  |
| <b>Council District:</b>                   | District 8 (Garrett)   |
| <b>PAC Recommendation:</b>                 | <b>Approval</b> based on the Staff Report and compatibility with existing land uses. |
| <b>Planning Department Recommendation:</b> | <b>Approval</b> based on compatibility with existing land uses.                      |
| <b>Fort Benning's Recommendation:</b>      | N/A  |
| <b>DRI Recommendation:</b>                 | N/A  |
| <b>General Land Use:</b>                   | Consistent<br>Planning Area D  |
| <b>Current Land Use Designation:</b>       | Public / Institutional   |
| <b>Future Land Use Designation:</b>        | Single Family Residential  |

|  |  |   |
|--|--|---|
| <b>Compatible with Existing Land-Uses:</b> | Yes  |   |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.                |   |
| <b>City Services:</b>                      | Property is served by all city services.   |   |
| <b>Traffic Impact:</b>                     | Average Annual Daily Trips (AADT) will decrease from 297 from 390 trips if used for residential use. The Level of Service (LOS) will remain at level B.  |   |
| <b>Traffic Engineering:</b>                | This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.  |   |
| <b>Surrounding Zoning:</b>                 | <b>North</b>   | GC (General Commercial)<br>NC (Neighborhood Commercial) |
|  | <b>South</b>   | SFR3 (Single Family Residential 3)                      |
|  | <b>East</b>  | SFR3 (Single Family Residential 3)                      |
|  | <b>West</b>  | RMF2 (Residential Multifamily 2)                        |
| <b>Reasonableness of Request:</b>          | The request is compatible with existing land uses.   |   |
| <b>School Impact:</b>                      | N/A  |   |
| <b>Buffer Requirement:</b>                 | N/A  |   |
| <b>Attitude of Property Owners:</b>        | <b>Seven-five (75)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received two (2) calls and/or emails regarding the rezoning. |   |
|  | <b>Approval</b>  | <b>0</b> Responses                                      |
|  | <b>Opposition</b>  | <b>2</b> Responses                                      |
| <b>Additional Information:</b>             | Preliminary Plat is attached. This plat has not been approved by Planning or Engineering. It is a concept.   |   |
| <b>Attachments:</b>                        | Aerial Land Use Map<br>Location Map<br>Zoning Map<br>Existing Land Use Map<br>Future Land Use Map  |   |

Traffic Report  
Site Plan





Area To  
Be Rezoned

Item #1.



0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

Aerial Map for REZN 02-22-0236

Map 187 Block 002 Lot 001

Planning Department-Planning Division

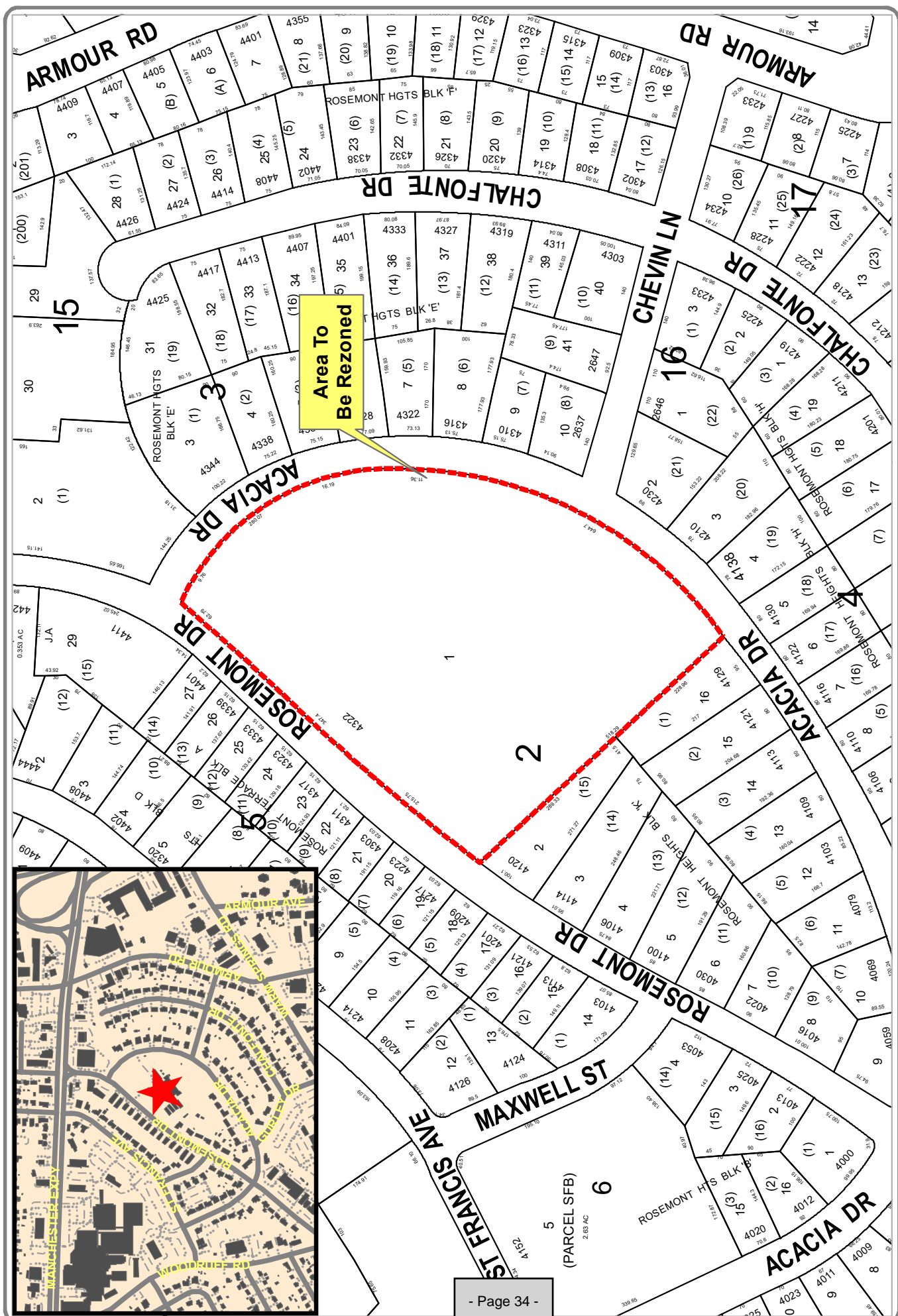
Prepared By Planning GIS Tech

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: 2/7/2022





Area To  
Be Rezoned

Item #1.

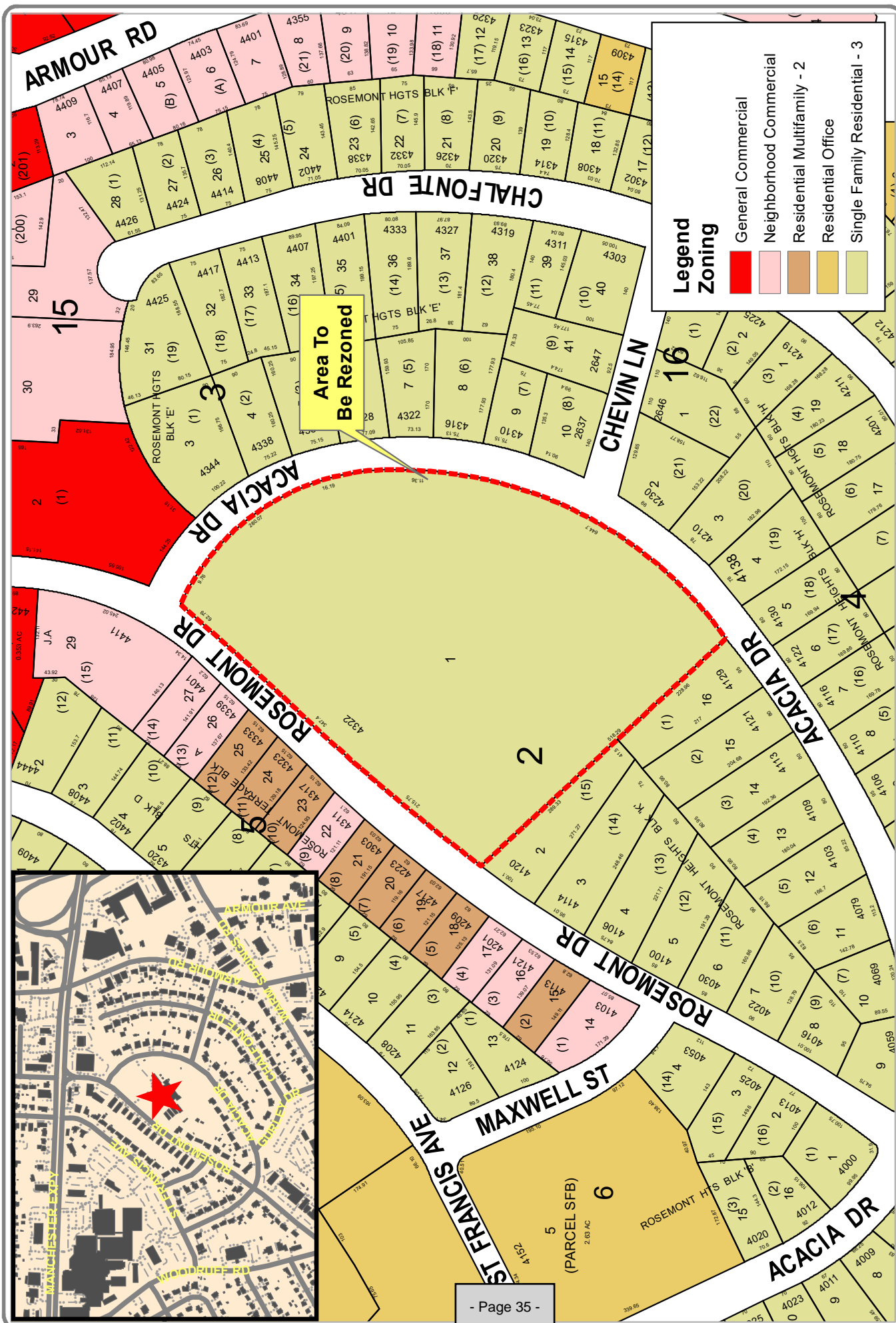
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1 inch = 200 feet  
Data Source: IT/GIS  
Author: David Cooper

Location Map for REZN 02-22-0236  
Map 187 Block 002 Lot 001  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Maps and data are to be used for reference purposes only.  
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Date: 2/7/2022





Item #1.



0 100 200 Feet  
1 inch = 200 feet

Data Source: IT/GIS  
Author: David Cooper

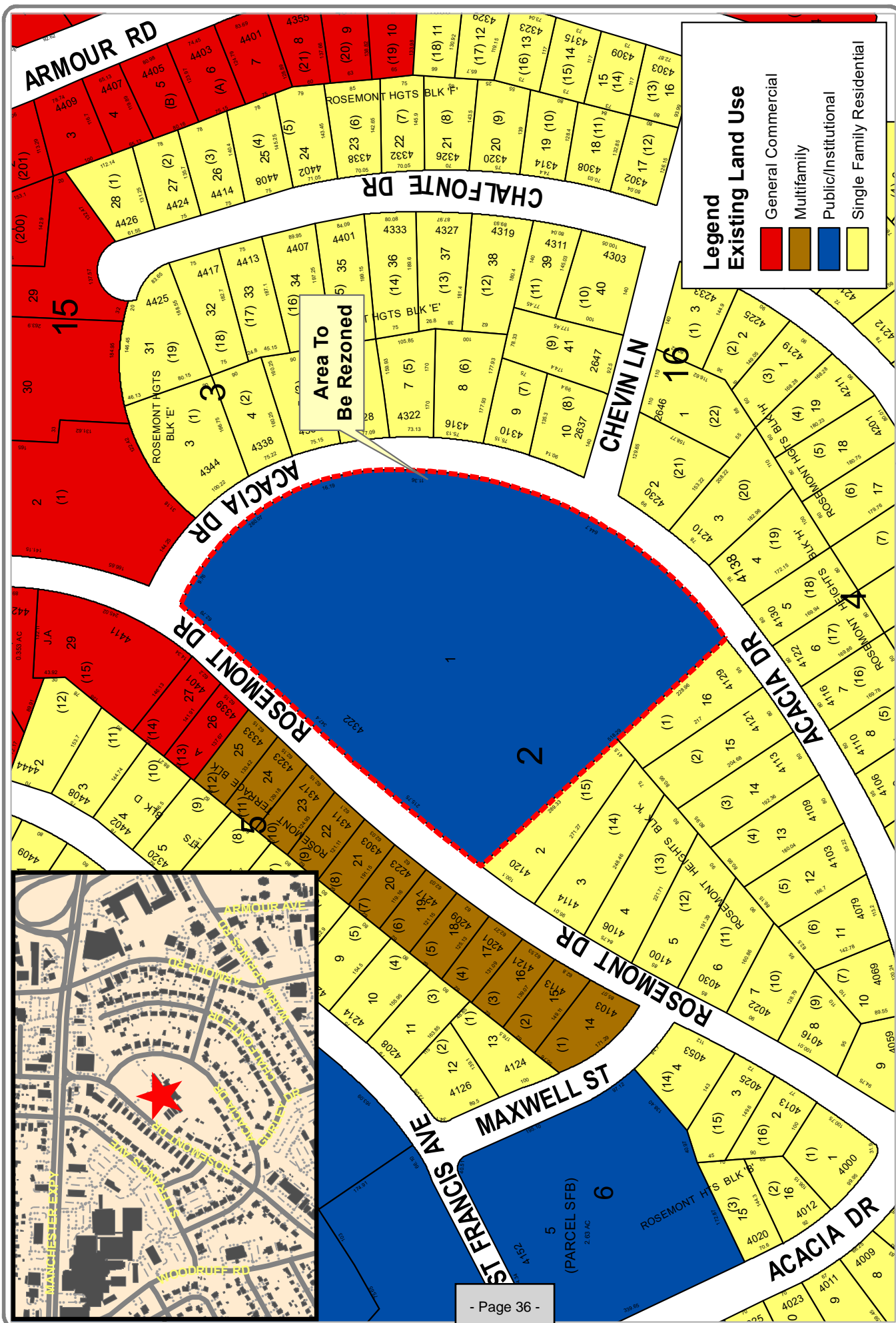
Zoning Map for REZN 02-22-0236  
Map 187 Block 002 Lot 001

Planning Department-Planning Division  
Prepared By Planning GIS Tech

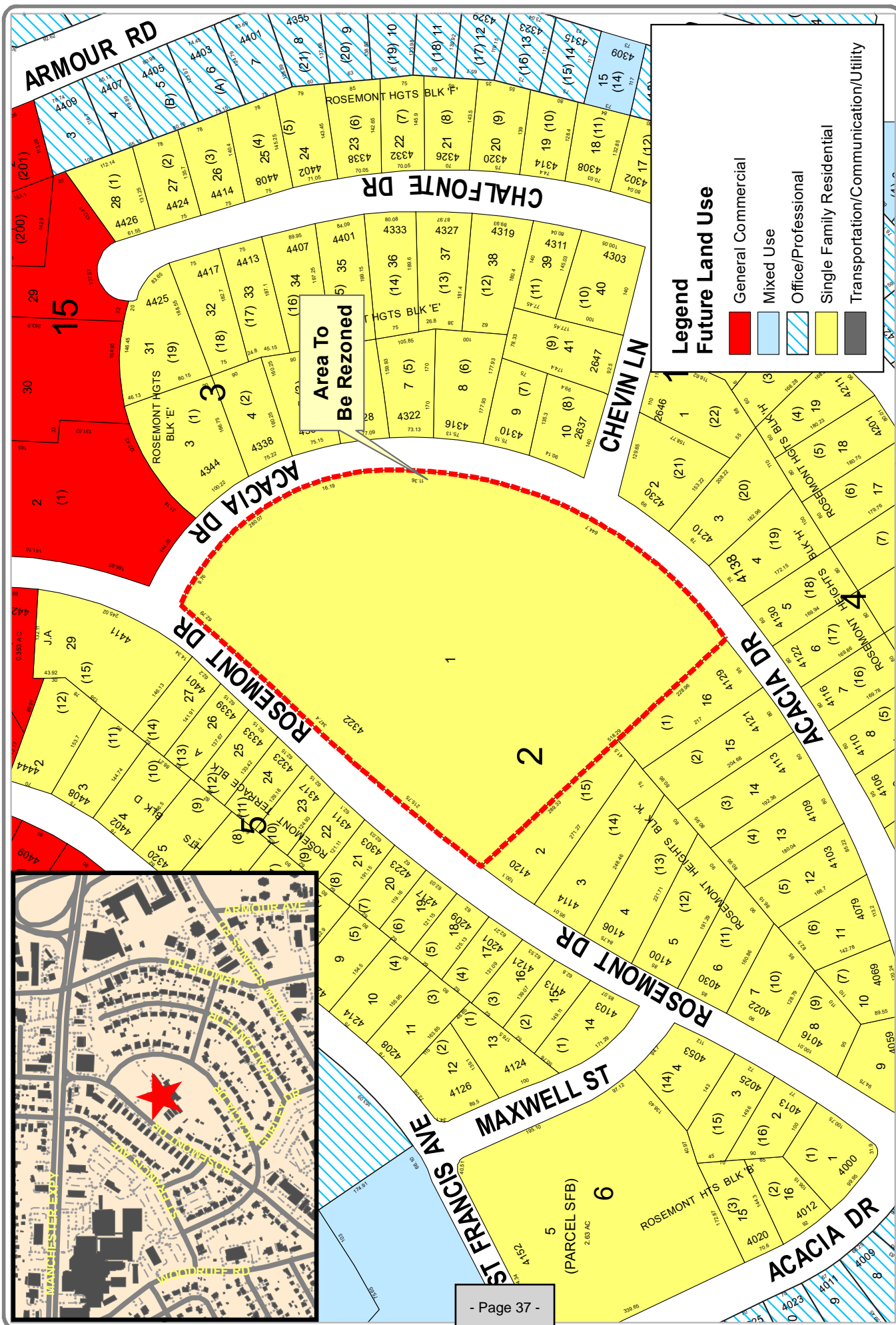
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Maps and data are to be used for reference purposes only.  
The data contained is subject to constant change.  
Map information is believed to be correct but is not guaranteed.



Date: 2/7/2022







REZONING CASE NO.  
PROJECT  
CLIENT  
REZONING REQUEST

REZN 02-22-0236  
4322 Rosemont Dr

## SFR3 to SFR4

| Trip Generation Land Use Code* | 210   |
|--------------------------------|---|
| Existing Land Use              | Single Family Residential 3 (SFR3)          |
| Proposed Land Use              | Single Family Residential 4 (SFR4)          |
| Existing Trip Rate Unit        | SFR3 - Acreage converted to square footage. |
| Proposed Trip Rate Unit        | SFR4 - Number of Lots                       |

[illegible]

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

### EXISTING ZONING (SFR3)

| General Information (per day)             |                       |
|---|-----------------------|
| Name of Street                            | Manchester Expressway |
| Street Classification                     | Divided Freeway       |
| No. of Lanes                              | 6                     |
| City Traffic Count (2020)                 | 33,300                |
| Existing Level of Service (LOS)**         | B                     |
| Additional Traffic due to Existing Zoning | 390                   |
| Total Projected Traffic (2021)            | 33,690                |
| Projected Level of Service (LOS)**        | B                     |

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

| Name of Street                     | Manchester Expressway |
|------------------------------------|-----------------------|
| Street Classification              | Divided Freeway       |
| No. of Lanes                       | 6                     |
| City Traffic Count (2020)          | 33,300                |
| Existing Level of Service (LOS)**  | B                     |
| Additional Traffic due to Proposed | 297                   |
| Total Projected Traffic (2021)     | 33,597                |
| Projected Level of Service (LOS)** | B                     |





**File Attachments for Item:**

**2. 1st Reading-** REZN-02-22-0237: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1311 Warm Springs Road** (parcel # 029-031-001 / 029-030-001) from MROD (Mill Restoration Overlay District) / GC (General Commercial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Garrett)

## AN ORDINANCE

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

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1311 Warm Springs Road** (parcel # 029-031-001 / 029-030-001) from MROD (Mill Restoration Overlay District) / GC (General Commercial) Zoning District to GC (General 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 MROD (Mill Restoration Overlay District) / GC (General Commercial) Zoning District to GC (General Commercial) Zoning District.

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN CITY OF COLUMBUS, MUSCOGEE COUNTY, GEORGIA AND BEING KNOWN AS BLOCK "D" AND BLOCK "A" CITY VIEW, AND LYING WHOLLY WITHIN TAX PARCELS 029 030 001 AND 029 031 001 DESCRIBED IN COLUMBUS CONSOLIDATED GOVERNMENT PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST END OF A MITERED CORNER FORMING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF PIERPONT AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF WARM SPRINGS ROAD, SAID POINT BEING THE TRUE POINT-OF BEGINNING.

THENCE SOUTH 26 DEGREES 16 MINUTES 23 SECONDS WEST ALONG SAID MITER, A DISTANCE OF 17.21 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY OF WARM SPRINGS ROAD; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 51 DEGREES 51 MINUTES 07 SECONDS WEST, A DISTANCE OF 346.06 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 50 DEGREES 33 MINUTES 09 SECONDS WEST, A DISTANCE OF 5.78 FEET TO A CONCRETE MONUMENT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 51 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 20.30 FEET TO A KNURLED SPIKE AT THE INTERSECTION OF SAID RIGHT-OF-WAY AND THE EASTERLY RIGHT-OF-WAY OF FORMER 13<sup>TH</sup> AVENUE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY OF WARM SPRINGS ROAD SOUTH 51 DEGREES 15 MINUTES 04 SECONDS WEST, A DISTANCE OF 66.93 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY THENCE CONTINUE ALONG SAID RIGHT-OF-WAY SOUTH 45 DEGREES 57 MINUTES 47 SECONDS WEST, A DISTANCE OF 30.28 FEET TO A POINT ON SAID RIGHT-OF-WAY; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY ALONG A CURVE TO THE RIGHT AN ARC DISTANCE OF 26.42 FEET WITH A RADIUS OF 1,610.00 FEET (SAID CURVE BEING SUBTENDED BY A CHORD DISTANCE OF 26.42 FEET HAVING A BEARING OF SOUTH 46 DEGREES 49 MINUTES 38 SECONDS WEST) TO A CONCRETE MONUMENT AT THE SOUTHEAST END OF A MITERED CORNER FORMING THE INTERSECTION OF SAID RIGHT-OF-WAY OF WARM SPRINGS ROAD AND THE EASTERLY RIGHT-OF-WAY OF 12TH AVENUE; THENCE NORTH 62 DEGREES 59 MINUTES 06 SECONDS WEST ALONG SAID MITER, A DISTANCE OF 36.75 FEET TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT-OF-WAY OF 12TH AVENUE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY NORTH 00 DEGREES 36 MINUTES 36 SECONDS EAST, A DISTANCE OF 898.16 FEET TO THE INTERSECTION OF SAID RIGHT-OF-WAY

AND THE SOUTHERLY RIGHT-OF-WAY OF 29TH STREET; THENCE TURNING ALONG SAID RIGHT-OF-WAY OF 29TH STREET, SOUTH 89 DEGREES 20 MINUTES 03 SECONDS EAST, A DISTANCE OF 351.47 FEET TO A CRIMPED TOP IRON PIN AT THE INTERSECTION OF SAID RIGHT-OF-WAY OF 29TH STREET AND THE EASTERLY RIGHT-OF-WAY OF FORMER 13TH AVENUE; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY OF 29TH STREET SOUTH 89 DEGREES 20 MINUTES 34 SECONDS EAST, A DISTANCE OF 299.60 FEET TO A CRIMPED TOP IRON PIN AT THE INTERSECTION OF SAID RIGHT-OF-WAY OF 29TH STREET AND THE WESTERLY RIGHT-OF-WAY OF PIERPONT AVENUE; THENCE TURNING ALONG SAID RIGHT-OF-WAY OF PIERPONT AVENUE SOUTH 00 DEGREES 38 MINUTES 25 SECONDS WEST, A DISTANCE OF 375.58 FEET TO A CONCRETE MONUMENT AT THE NORTHEAST END OF A MITERED CORNER FORMING THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF PIERPONT AVENUE AND THE NORTHERLY RIGHT-OF-WAY OF WARM SPRINGS ROAD, SAID POINT BEING THE TRUE POINT-OF-BEGINNING.

SAID TRACT CONTAINS 9.76 ACRES, MORE OR LESS. THIS LEGAL DESCRIPTION IS BASED UPON A SURVEY FOR SIDLYD INVESTMENTS, LLC, DATED OCTOBER 5, 2021.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of April, 2022; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                   |              |
|-------------------|--------------|
| Councilor Allen   | voting _____ |
| Councilor Barnes  | voting _____ |
| Councilor Crabb   | voting _____ |
| Councilor Davis   | voting _____ |
| Councilor Garrett | voting _____ |
| Councilor House   | voting _____ |
| Councilor Huff    | voting _____ |
| Councilor Thomas  | voting _____ |
| Councilor Tucker  | voting _____ |
| Councilor Woodson | voting _____ |

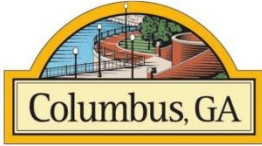
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**Sandra T Davis**  
Clerk of Council

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





CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT REZN-02-22-0237

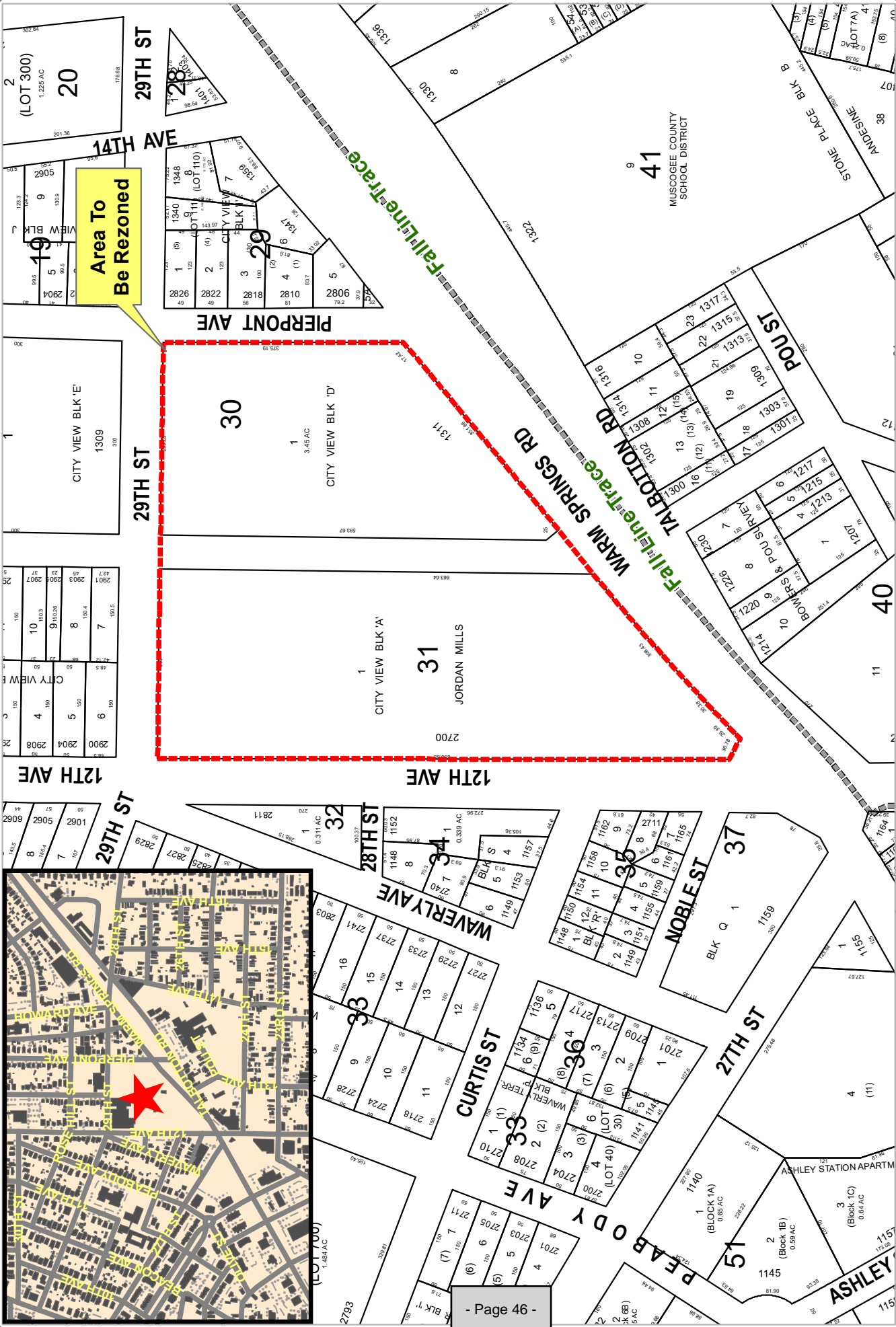
|  |  |
|--|--|
| <b>Applicant:</b>                          | SIDLYD Investments, LLC  |
| <b>Owner:</b>                              | Price Walker / JEL Jordan Mills, LLC   |
| <b>Location:</b>                           | 1311 Warm Springs Road   |
| <b>Parcel:</b>                             | 029-031-001 / 029-030-001  |
| <b>Acreage:</b>                            | 9.76 Acres   |
| <b>Current Zoning Classification:</b>      | MROD (Mill Restoration Overlay District)<br>GC (General Commercial)                  |
| <b>Proposed Zoning Classification:</b>     | GC (General Commercial))   |
| <b>Current Use of Property:</b>            | Vacant   |
| <b>Proposed Use of Property:</b>           | Medical Office   |
| <b>Council District:</b>                   | District 8 (Garrett)   |
| <b>PAC Recommendation:</b>                 | <b>Approval</b> based on the Staff Report and compatibility with existing land uses. |
| <b>Planning Department Recommendation:</b> | <b>Approval</b> based on compatibility with existing land uses.                      |
| <b>Fort Benning's Recommendation:</b>      | N/A  |
| <b>DRI Recommendation:</b>                 | N/A  |
| <b>General Land Use:</b>                   | Consistent<br>Planning Area D  |
| <b>Current Land Use Designation:</b>       | Vacant / Undeveloped   |
| <b>Future Land Use Designation:</b>        | General Commercial   |

|  |   |  |
|--|---|--|
| <b>Compatible with Existing Land-Uses:</b> | Yes   |  |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.       |  |
| <b>City Services:</b>                      | Property is served by all city services.  |  |
| <b>Traffic Impact:</b>                     | Average Annual Daily Trips (AADT) will decrease to 384 from 1,746 trips if used for commercial use. The Level of Service (LOS) will remain at level B.  |  |
| <b>Traffic Engineering:</b>                | This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.  |  |
| <b>Surrounding Zoning:</b>                 | <b>North</b>  | NC (Neighborhood Commercial)<br>RMF2 (Residential Multifamily 2) |
|  | <b>South</b>  | LMI (Light Manufacturing / Industrial)                           |
|  | <b>East</b>   | LMI (Light Manufacturing / Industrial)                           |
|  | <b>West</b>   | MROD (Mill Restoration Overlay District)                         |
| <b>Reasonableness of Request:</b>          | The request is compatible with existing land uses.  |  |
| <b>School Impact:</b>                      | N/A   |  |
| <b>Buffer Requirement:</b>                 | N/A   |  |
| <b>Attitude of Property Owners:</b>        | <b>Ninety (90)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning. |  |
|  | <b>Approval</b>   | <b>0</b> Responses   |
|  | <b>Opposition</b>   | <b>0</b> Responses   |
| <b>Additional Information:</b>             | N/A   |  |
| <b>Attachments:</b>                        | Aerial Land Use Map<br>Location Map<br>Zoning Map<br>Existing Land Use Map<br>Future Land Use Map<br>Traffic Report<br>Site Plan  |  |









0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

Location Map for REZN 02-22-0237

Map 029 Block 030 & 031 Lots 001

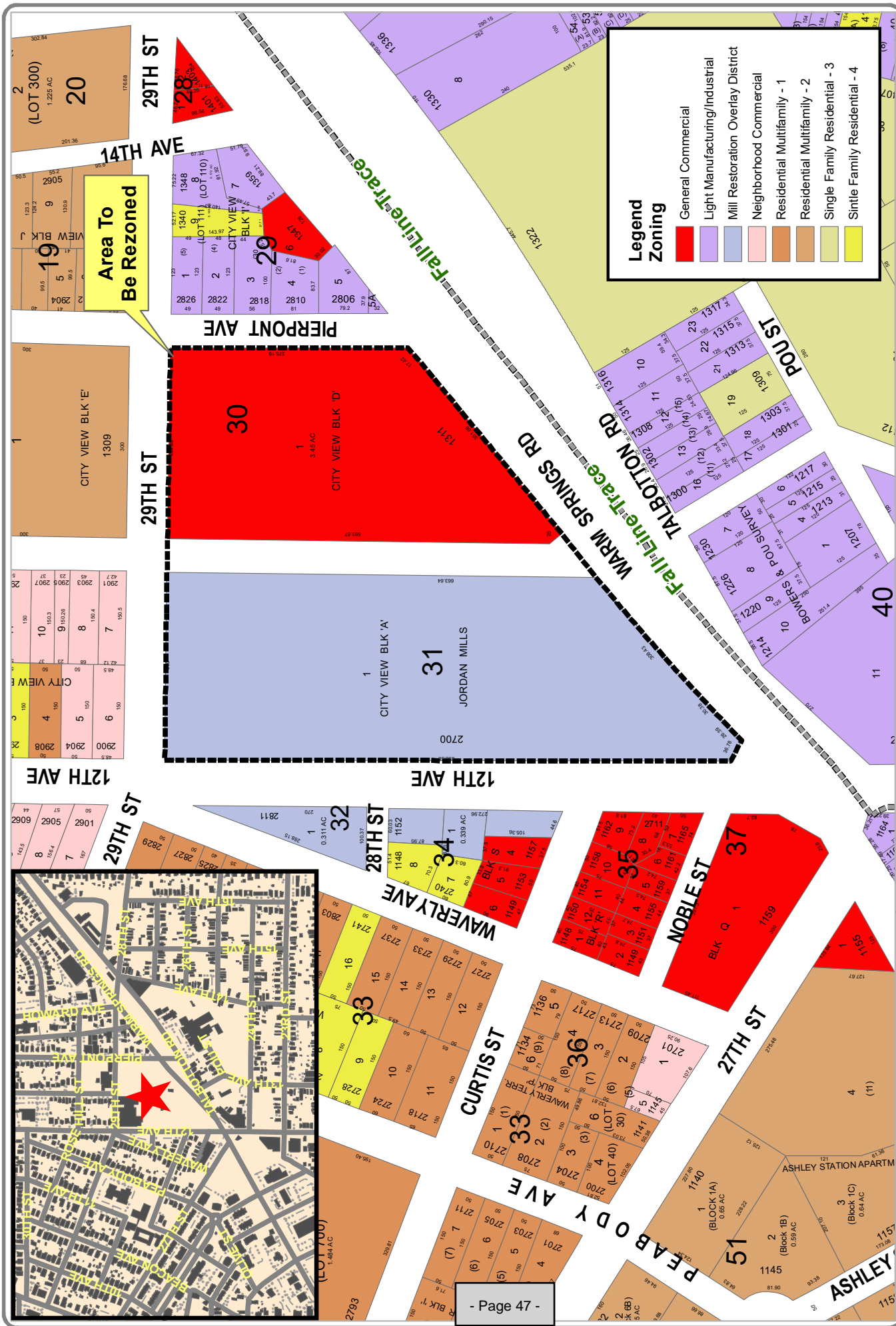
Planning Department-Planning Division

Prepared By Planning GIS Tech

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



Date: 4/19/2022



Item #2.

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

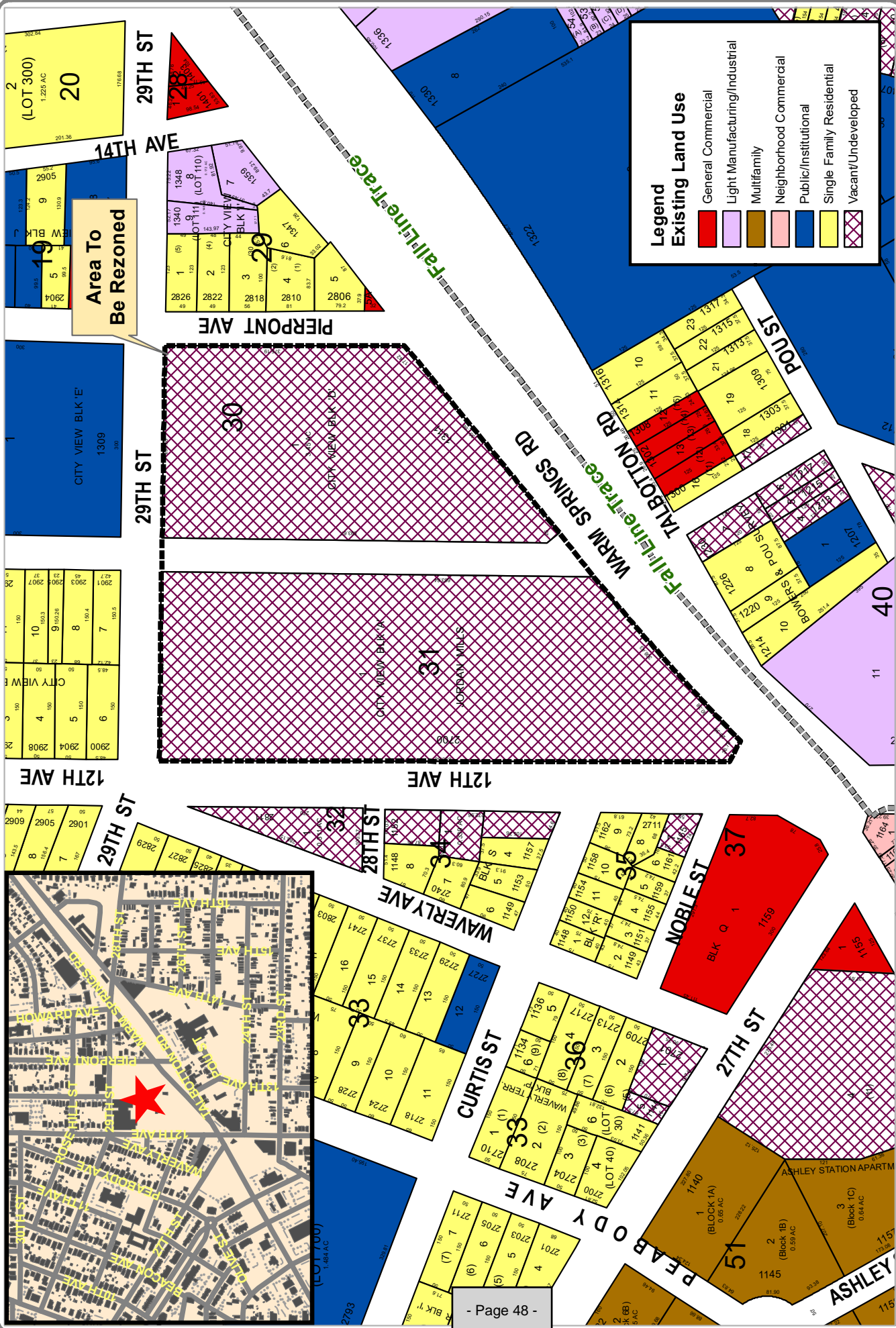
Zoning Map for REZN 02-22-0237  
Map 029 Block 030 & 031 Lots 001  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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Date: 4/19/2022





Item #2.

0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

Existing Land Use Map for REZN 02-22-0237

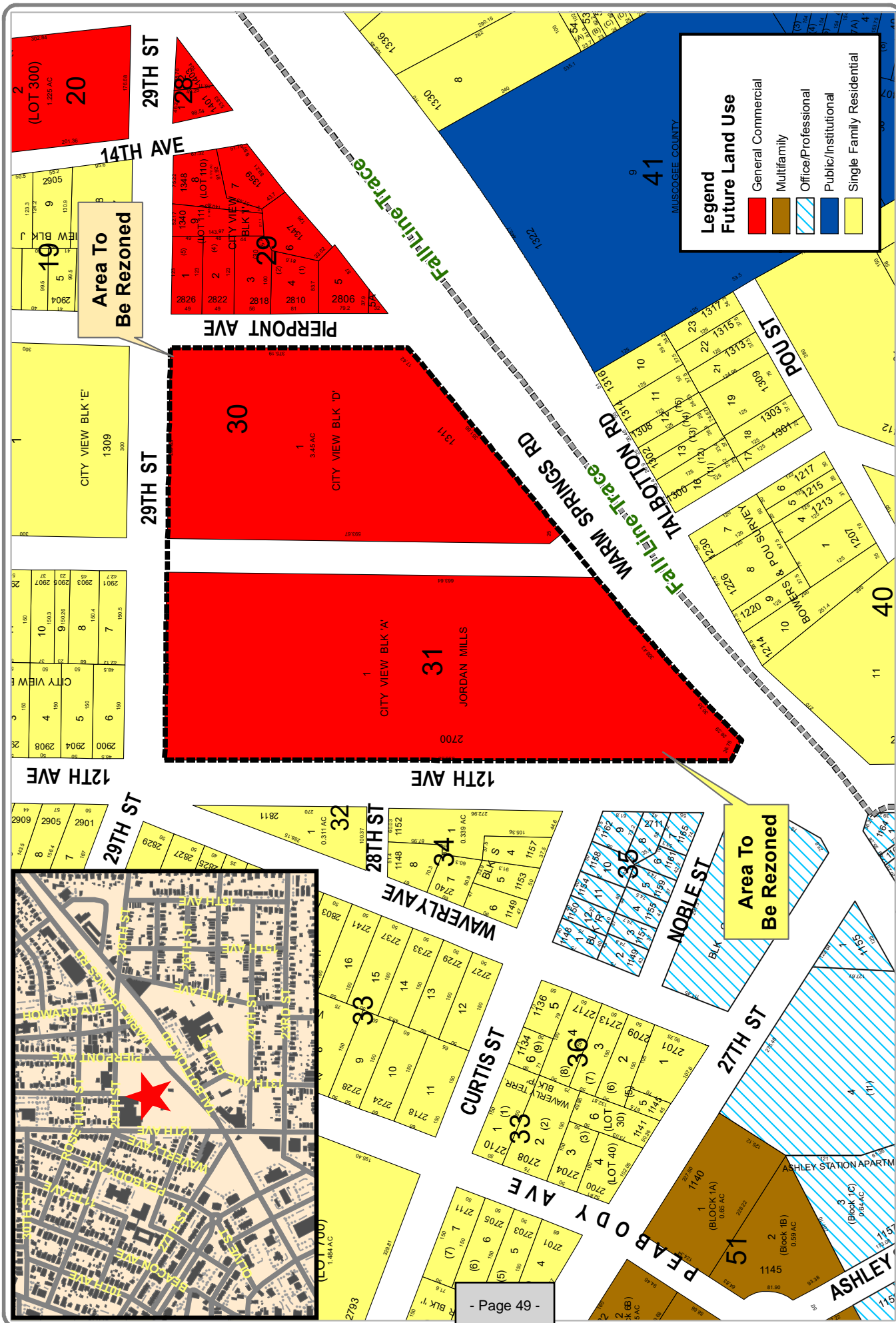
Map 029 Block 030 & 031 Lots 001

Planning Department-Planning Division

Prepared By Planning GIS Tech

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Date: 4/19/2022



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

Future Land Use Map for REZN 02-22-0237  
Map 029 Block 030 & 031 Lots 001  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. REZN 02-22-0237  
PROJECT 1311 Warm Springs Road  
CLIENT  
REZONING REQUEST MROD & GC to GC

LAND USE

Trip Generation Land Use Code\* 220, 814 & 720  
Existing Land Use Mill Restoration Overlay District - (MROD) & General Commerical - (GC)  
Proposed Land Use General Commercial - (GC)  
Existing Trip Rate Unit RMF1 & NC - Acreage converted to square footage.  
Proposed Trip Rate Unit GC - Number of Vehicle Fueling Positions

TRIP END CALCULATION\*

| Land Use                | ITE Code | Zone Code | Quantity   | Trip Rate | Total Trips |
|-------------------------|----------|-----------|------------|-----------|-------------|
| Daily (Existing Zoning) |          |           |            |           |             |
| Apartments              | 220      | MROD      | 200 Units  | 6.65      | 1,330       |
| Specialty Retail Center | 814      | GC        | 3.58 Acres | 44.32     | 173         |
|                         |          |           |            | 42.04     | 163         |
|                         |          |           |            | 20.43     | 80          |
|                         |          |           |            | Total     | 1,746       |
| Daily (Proposed Zoning) |          |           |            |           |             |
| Medical-Dental Office   | 720      | GC        | 9.76 Acres | 36.13     | 384         |
|                         |          |           |            |           |             |
|                         |          |           |            |           |             |
|                         |          |           |            | Total     | 384         |

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

TRAFFIC PROJECTIONS

EXISTING ZONING (MROD & GC)

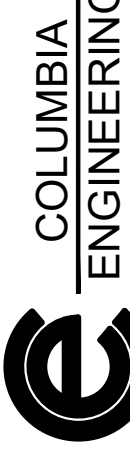
|   |                    |
|---|--------------------|
| Name of Street                            | Warm Springs Road  |
| Street Classification                     | Undivided Arterial |
| No. of Lanes                              | 4                  |
| City Traffic Count (2020)                 | 7,480              |
| Existing Level of Service (LOS)**         | B                  |
| Additional Traffic due to Existing Zoning | 1,746              |
| Total Projected Traffic (2021)            | 9,226              |
| Projected Level of Service (LOS)**        | B                  |

PROPOSED ZONING (GC)

|                                    |                    |
|------------------------------------|--------------------|
| Name of Street                     | Warm Springs Road  |
| Street Classification              | Undivided Arterial |
| No. of Lanes                       | 4                  |
| City Traffic Count (2020)          | 7,480              |
| Existing Level of Service (LOS)**  | B                  |
| Additional Traffic due to Proposed | 384                |
| Total Projected Traffic (2021)     | 7,864              |
| Projected Level of Service (LOS)** | B                  |

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

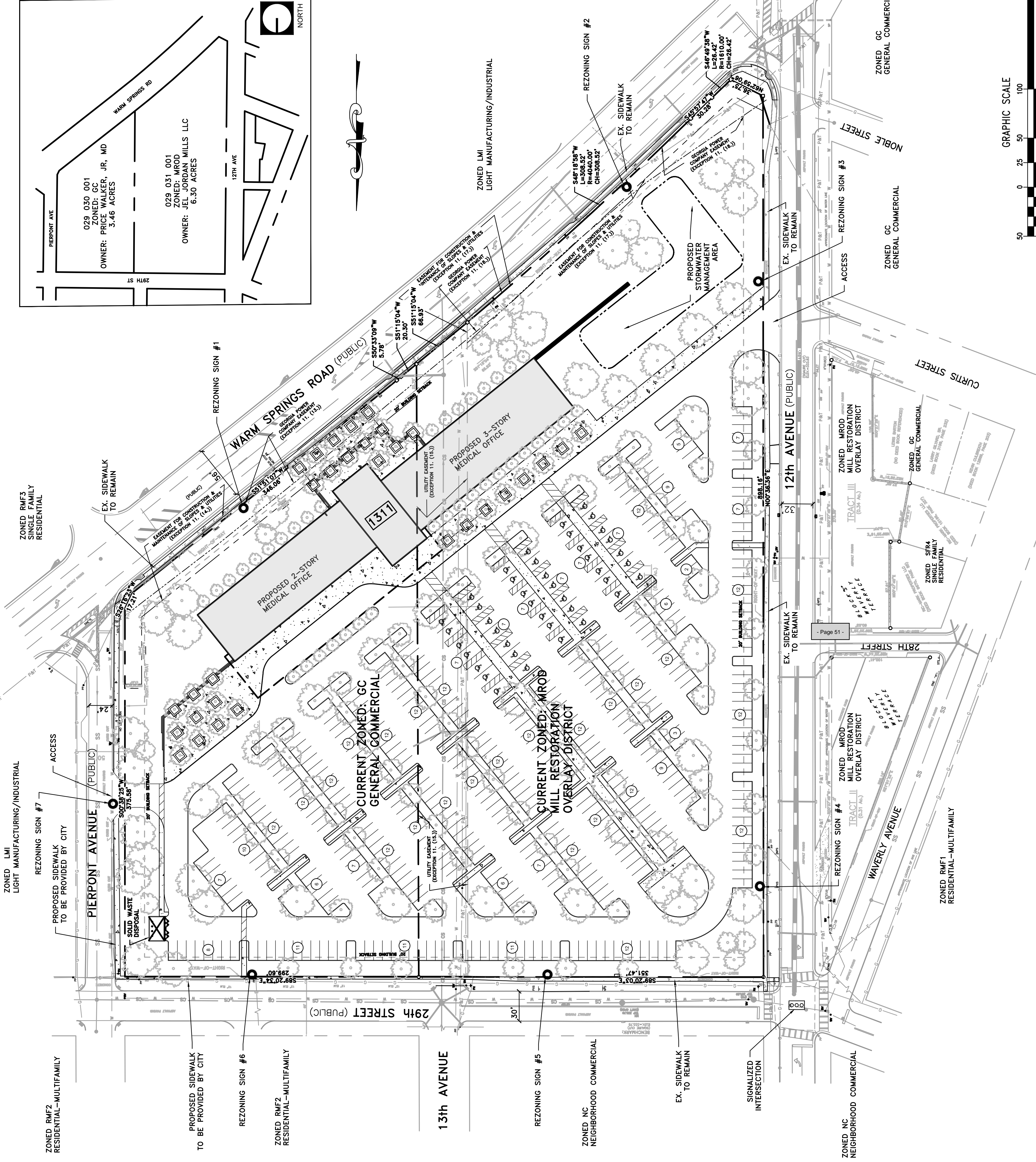




2862 BUFORD HIGHWAY  
SUITE 200  
DULUTH, GEORGIA 30096  
(770) 925-0357



## REZONING PLAN





**File Attachments for Item:**

**3. 1st Reading-** REZN-02-22-0338: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2016 Comer Avenue** (parcel # 016-030-006) from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District. (Planning Department and PAC recommend approval)(Councilor Woodson)

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

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **2016 Comer Avenue** (parcel # 016-030-006) from NC (Neighborhood Commercial) Zoning District to RO (Residential Office) Zoning District.

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

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

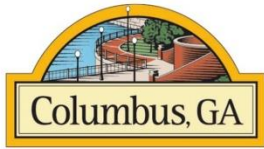
All that parcel of land currently designated as Southern Street between Corner Avenue and 11<sup>th</sup> Avenue and being more particularly described as that tract beginning at a point, said point being the southeast corner of the intersection of 11<sup>th</sup> Avenue and Southern Street; from said point running westerly along the south right-of-way of Southern Street 128.5 feet to a pin, thence 48.88 feet to a pin, thence 62.2 feet to a pin, thence 100 feet to a pin, thence 109.9 feet to a pin, said pin being the northeast corner of the intersection of Comer Avenue and Southern Street; thence northwesterly across Southern Street to a pin, said pin being the northwest corner of the intersection of Corner Avenue and Southern Street; thence easterly along the north right-of-way of Southern Street 152.09 feet to a pin, thence 63 feet to a pin, thence 200.36 feet to a pin, said pin being the southwest intersection of 11<sup>th</sup> Avenue and Southern Street; thence southeasterly across Southern Street to a pin, said pin being the point of beginning.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of April, 2022; introduced a second time at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                   |              |
|-------------------|--------------|
| Councilor Allen   | voting _____ |
| Councilor Barnes  | voting _____ |
| Councilor Crabb   | voting _____ |
| Councilor Davis   | voting _____ |
| Councilor Garrett | voting _____ |
| Councilor House   | voting _____ |
| Councilor Huff    | voting _____ |
| Councilor Thomas  | voting _____ |
| Councilor Tucker  | voting _____ |
| Councilor Woodson | voting _____ |

**Sandra T Davis**  
Clerk of Council

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



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-02-22-0338

|  |  |
|--|--|
| <b>Applicant:</b>                          | Lucy Jones   |
| <b>Owner:</b>                              | Frank Lumpkin  |
| <b>Location:</b>                           | 2016 Comer Avenue  |
| <b>Parcel:</b>                             | 016-030-006  |
| <b>Acreage:</b>                            | 2.15 Acres   |
| <b>Current Zoning Classification:</b>      | NC (Neighborhood Commercial)   |
| <b>Proposed Zoning Classification:</b>     | RO (Residential Office)  |
| <b>Current Use of Property:</b>            | Vacant / Undeveloped   |
| <b>Proposed Use of Property:</b>           | Multifamily  |
| <b>Council District:</b>                   | District 7 (Woodson)   |
| <b>PAC Recommendation:</b>                 | <b>Approval</b> based on the Staff Report and compatibility with existing land uses. |
| <b>Planning Department Recommendation:</b> | <b>Approval</b> based on compatibility with existing land uses.                      |
| <b>Fort Benning's Recommendation:</b>      | N/A  |
| <b>DRI Recommendation:</b>                 | N/A  |
| <b>General Land Use:</b>                   | Consistent<br>Planning Area D  |
| <b>Current Land Use Designation:</b>       | Vacant / Undeveloped   |
| <b>Future Land Use Designation:</b>        | Office / Professional  |

|  |  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
|--|--|--------------|---------------------------------|--------------|----------------------------------|--|------------------------------|--|-------------------------|--------------|----------------------------------|-------------|----------------------------------|-------------|-------------------------|
| <b>Compatible with Existing Land-Uses:</b> | Yes  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>City Services:</b>                      | Property is served by all city services.   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Traffic Impact:</b>                     | Average Annual Daily Trips (AADT) will decrease to 209 trips from 250 trips if used for residential use. The Level of Service (LOS) will remain at level C.  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Traffic Engineering:</b>                | This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Surrounding Zoning:</b>                 | <table> <tr> <td><b>North</b></td><td>Classification (Classification)</td></tr> <tr> <td><b>North</b></td><td>RMF1 (Residential Multifamily 1)</td></tr> <tr> <td></td><td>NC (Neighborhood Commercial)</td></tr> <tr> <td></td><td>GC (General Commercial)</td></tr> <tr> <td><b>South</b></td><td>RMF1 (Residential Multifamily 1)</td></tr> <tr> <td><b>East</b></td><td>RMF1 (Residential Multifamily 1)</td></tr> <tr> <td><b>West</b></td><td>RO (Residential Office)</td></tr> </table>                                       | <b>North</b> | Classification (Classification) | <b>North</b> | RMF1 (Residential Multifamily 1) |  | NC (Neighborhood Commercial) |  | GC (General Commercial) | <b>South</b> | RMF1 (Residential Multifamily 1) | <b>East</b> | RMF1 (Residential Multifamily 1) | <b>West</b> | RO (Residential Office) |
| <b>North</b>                               | Classification (Classification)  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>North</b>                               | RMF1 (Residential Multifamily 1)   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
|  | NC (Neighborhood Commercial)   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
|  | GC (General Commercial)  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>South</b>                               | RMF1 (Residential Multifamily 1)   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>East</b>                                | RMF1 (Residential Multifamily 1)   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>West</b>                                | RO (Residential Office)  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Reasonableness of Request:</b>          | The request is compatible with existing land uses.   |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>School Impact:</b>                      | N/A  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Buffer Requirement:</b>                 | <p>The site shall include a Category C buffer along all property lines bordered by the RMF1 zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> <li>1) <b>20 feet</b> with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.</li> <li>2) <b>10 feet</b> with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.</li> <li>3) <b>30 feet</b> undisturbed natural buffer.</li> </ol> |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |
| <b>Attitude of Property Owners:</b>        | <b>Thirty (30)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.  |              |                                 |              |                                  |  |                              |  |                         |              |                                  |             |                                  |             |                         |

**Approval** 0 Responses  
**Opposition** 0 Responses

**Additional Information:** N/A

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





**Area To  
Be Rezoned**

Item #3.

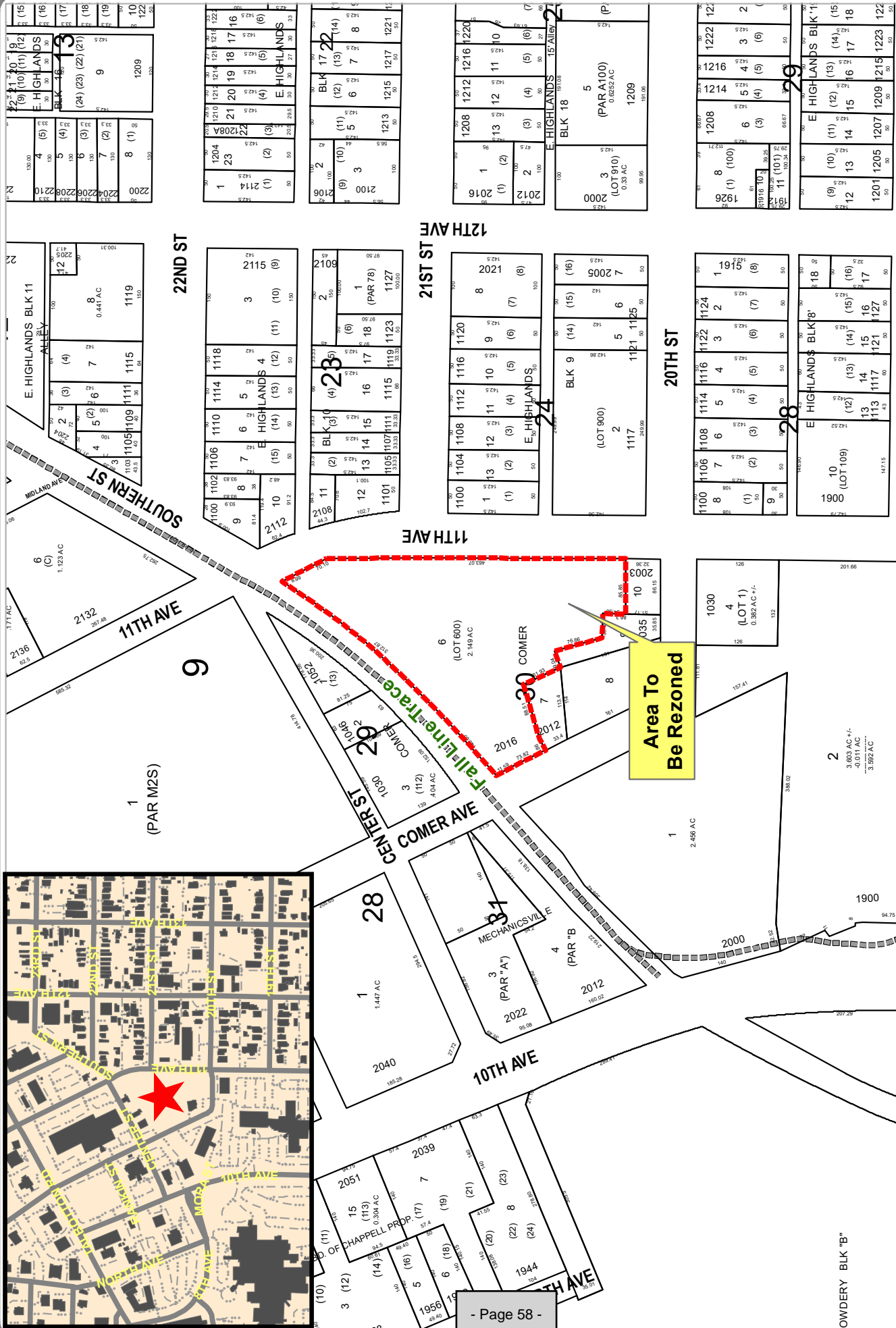
0 100 200 Feet  
1 inch = 200 feet  
Data Source: IT/GIS  
Author: David Cooper

Aerial Map for REZN 02-22-0338  
Map 016 Block 030 Lot 006  
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: 2/18/2022





**Area To  
Be Rezoned**

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: 2/18/2022

Item #3.

**Columbian Planning**

0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

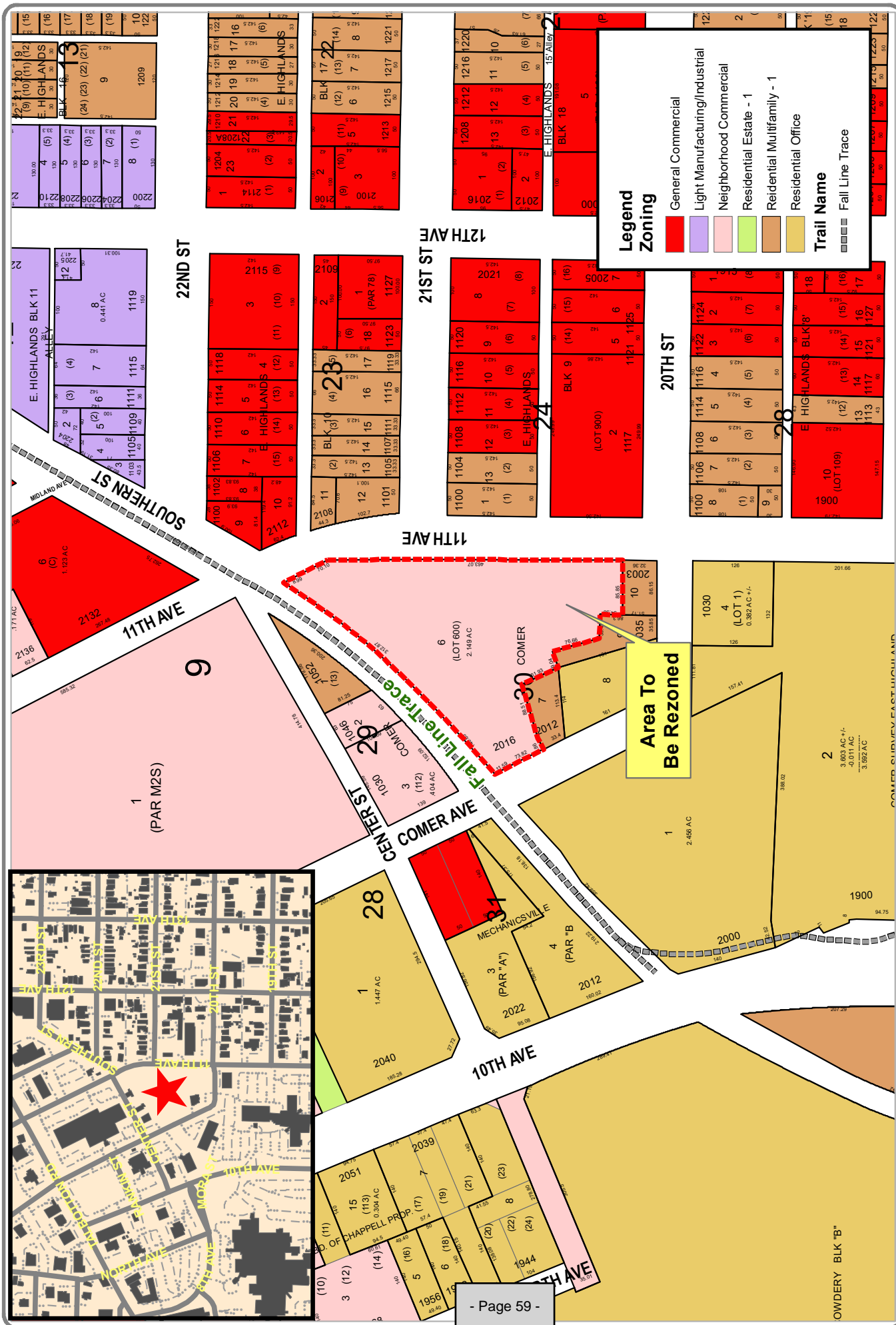
Location Map for REZN 02-22-0338

Map 016 Block 030 Lot 006

Planning Department-Planning Division

Prepared By Planning GIS Tech



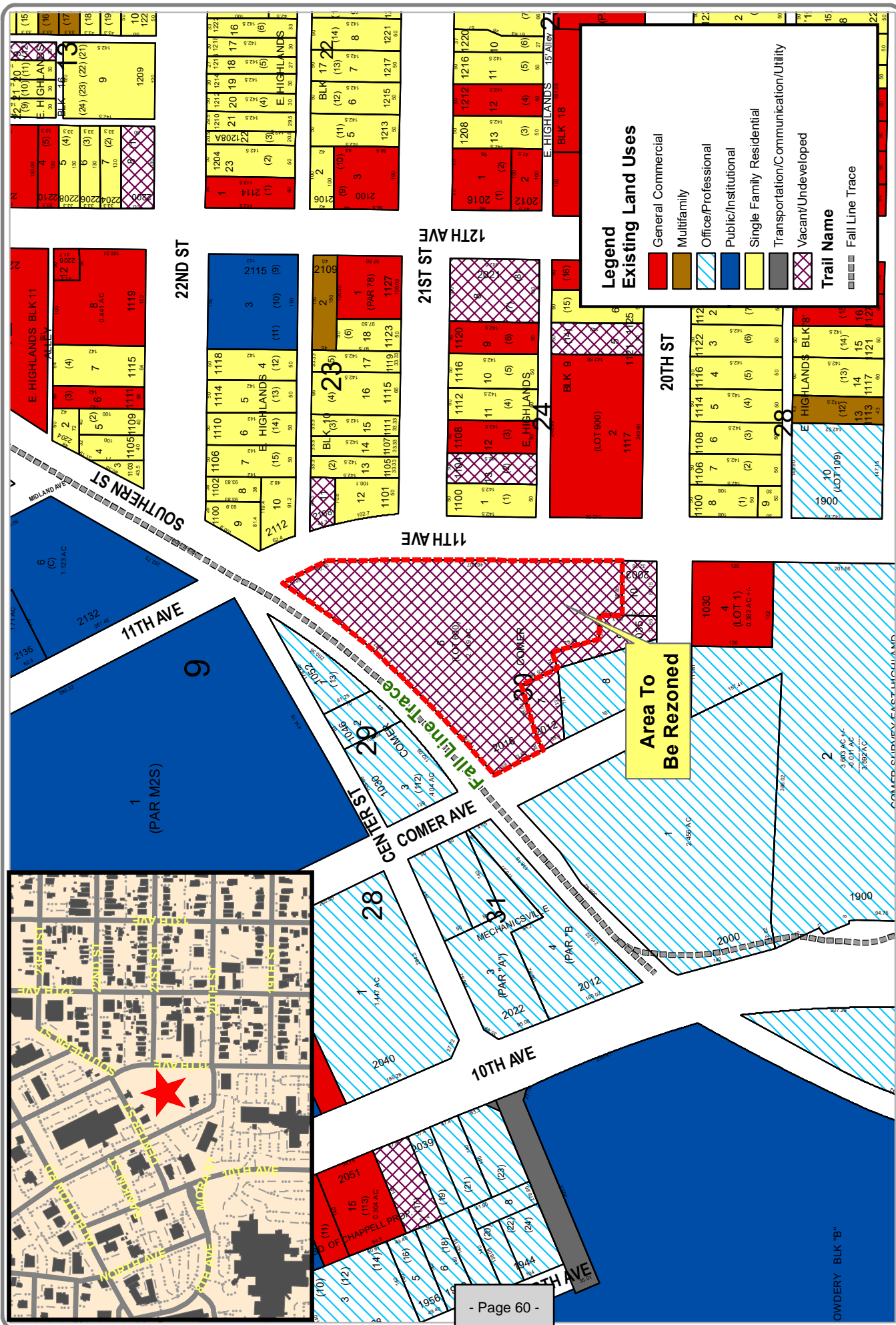


0 100 200 Feet  
1 inch = 200 feet  
Data Source: IT/GIS  
Author: David Cooper

Zoning Map for REZN 02-22-0338  
Map 016 Block 030 Lot 006  
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.





**Legend**

**Existing Land Uses**

- General Commercial
- Multifamily
- Office/Professional
- Public/Institutional
- Single Family Residential
- Transportation/Communication/Utility
- Vacant/Undeveloped

**Trail Name**

- Fall Line Trace

**Area To Be Rezoned**

Item #3.

0 100 200 Feet

1 inch = 200 feet

Data Source: IT/GIS

Author: David Cooper

Existing Land Use Map for REZN 02-22-0338

Map 016 Block 030 Lot 006

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: 2/18/2022



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

Future Land Use Map for REZN 02-22-0338  
 Map 016 Block 030 Lot 006

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: 2/18/2022



|                  |                    |
|------------------|--------------------|
| ZONING CASE NO.  | REZN 02-22-0338    |
| PROJECT          | 2016 Corner Avenue |
| CLIENT           | NC to RO           |
| REZONING REQUEST |                    |

REZN 02-22-0338  
2016 Comer Avenue

NC to RO

| Trip Generation Land Use | Land Use Code*                            |
|--------------------------|---|
| Existing Land Use        | 814 & 252                                 |
| Proposed Land Use        | Neighborhood Commercial (NC)              |
| Existing Trip Rate Unit  | Residential Office - (RO)                 |
| Proposed Trip Rate Unit  | NC - Acreage converted to square footage. |
|                          | RO - Number of Units                      |

814 &amp; 252

Neighborhood Commercial (NC)

Residential Office - (RO)

NC - Acreage converted to square footage.

RO - Number of Units

| Land Use                              | ITE Code | Zone Code | Quantity   | Trip Rate    | Total Trips |
|---------------------------------------|----------|-----------|------------|--------------|-------------|
| <b><i>Daily (Existing Zoning)</i></b> |          |           |            |              |             |
| Specialty Retail Center               | 814      | NC        | 2.15 Acres | 44.32        | 104         |
|                                       |          |           |            | 42.04        | 98          |
|                                       |          |           |            | 20.43        | 48          |
|                                       |          |           |            |              |             |
|                                       |          |           |            | <b>Total</b> | <b>250</b>  |
| <b><i>Daily (Proposed Zoning)</i></b> |          |           |            |              |             |
| Senior Adult Housing - Detached       | 252      | RO        | 60 Units   | 3.48         | 209         |
|                                       |          |           |            |              |             |
|                                       |          |           |            |              |             |
|                                       |          |           |            |              |             |
|                                       |          |           |            | <b>Total</b> | <b>209</b>  |

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

**EXISTING ZONING (NC)**

|   |                                |
|---|--------------------------------|
| Name of Street                            | Talbotton Road                 |
| Street Classification                     | Undivided Arterial w/center In |
| No. of Lanes                              | 3                              |
| City Traffic Count (2020)                 | 9,940                          |
| Existing Level of Service (LOS)**         | C                              |
| Additional Traffic due to Existing Zoning | 250                            |
| Total Projected Traffic (2021)            | 10,190                         |
| Projected Level of Service (LOS)**        | C                              |

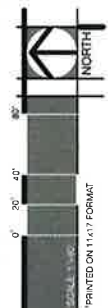
Note: \*\* Denotes Level of Service Based on National Standards for Different Facility Type (TABLE1- General Highway Capacities by Facility Type)

| Talbotton Road                     |                                |
|------------------------------------|--------------------------------|
| Name of Street                     | Undivided Arterial w/center In |
| Street Classification              |                                |
| No. of Lanes                       | 3                              |
| City Traffic Count ( <b>2020</b> ) | 9,940                          |
| Existing Level of Service (LOS)**  | C                              |
| Additional Traffic due to Proposed | 209                            |
| Total Projected Traffic (2021)     | 10,149                         |
| Projected Level of Service (LOS)** | C                              |

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



| PROJECT DATA:     |                              |
|-------------------|------------------------------|
| 4-STORY ELEVATOR: |                              |
| UNIT COUNT:       | (24) 1BD/1BA<br>(36) 2BD/1BA |
| TOTAL:            | (60) UNITS                   |
| PARKING:          |                              |
| TOTAL STALLS:     | (60) STALLS                  |
| SITE DATA:        |                              |
| ACRES:            | 2.15 ACRES                   |
| ZONING:           | HO - 50'x100'                |
| ALLOWABLE HT.:    | 150'-0"                      |
| BLDG. HT.:        | 56'-0" +/-                   |



CONCEPTUAL SITE PLAN

February 10, 2022

11th AVENUE

Columbus, GA

**File Attachments for Item:**

**4. 1st Reading-** RZN-02-22-0339: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1118 10th Avenue** (parcel # 018-016-002) from LMI (Light Manufacturing / Industrial) Zoning District to GC (General Commercial) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Woodson)

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

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **1118 10<sup>th</sup> Avenue** (parcel # 018-016-002) from LMI (Light Manufacturing / Industrial) Zoning District to GC (General 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 property described below from LMI (Light Manufacturing / Industrial) Zoning District to GC (General Commercial) Zoning District.

All that lot, tract, or parcel of land lying and being on the easterly side of 10th Avenue and containing .1137 acres, more or less, said property being in part of the Coweta Reserve in Columbus, Muscogee County, Georgia as more particularly depicted on that certain map or plat attached hereto as Exhibit "A".

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26th day of April, 2022; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                   |              |
|-------------------|--------------|
| Councilor Allen   | voting _____ |
| Councilor Barnes  | voting _____ |
| Councilor Crabb   | voting _____ |
| Councilor Davis   | voting _____ |
| Councilor Garrett | voting _____ |
| Councilor House   | voting _____ |
| Councilor Huff    | voting _____ |
| Councilor Thomas  | voting _____ |
| Councilor Tucker  | voting _____ |
| Councilor Woodson | voting _____ |

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

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

## EXHIBIT “A”

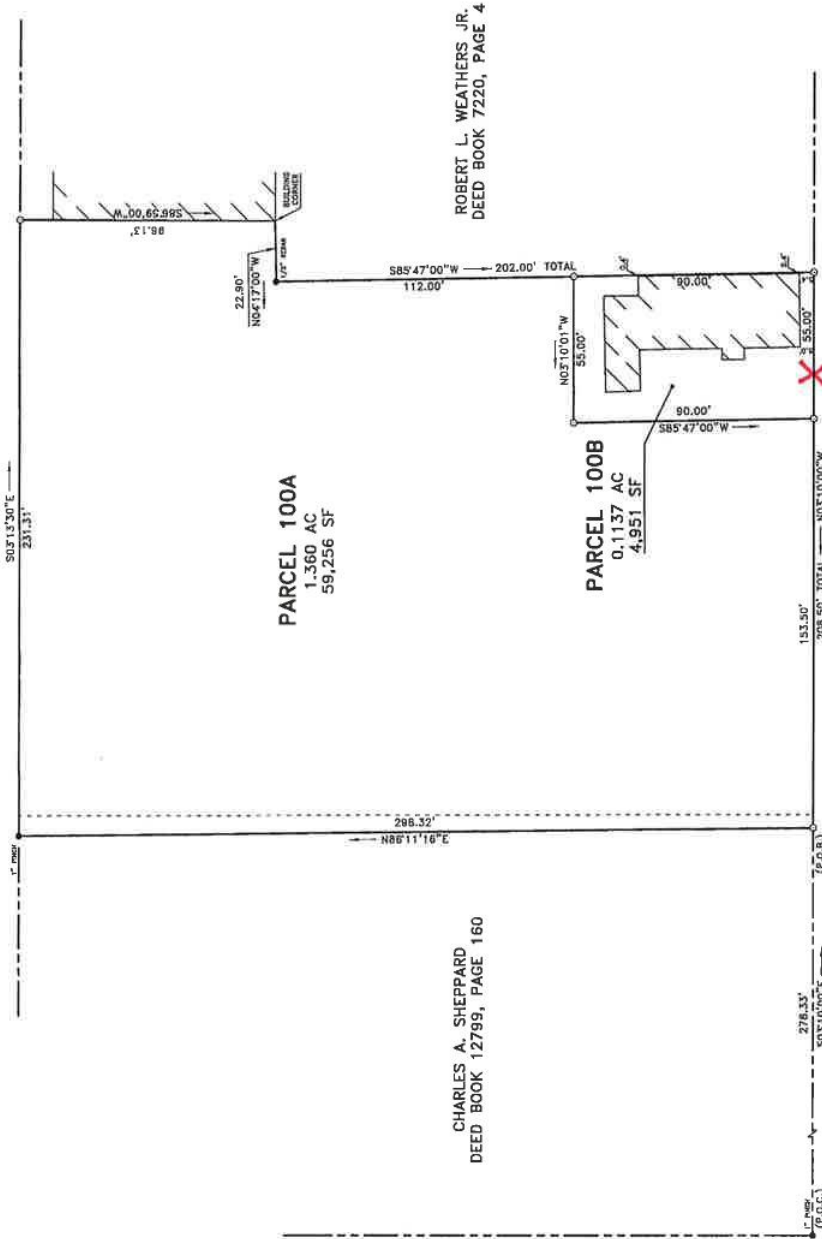


NOT ALL IMPROVEMENTS ARE SHOWN AT THIS TIME.

Prior to commencing any land disturbance activity on any lot, the owner must provide for the approval of the City of Columbus, Georgia, a "SITE DEVELOPMENT PLAN" must be approved by the Department of Engineering of Columbus, Georgia.

All drainage basins are subject to natural erosion and the City of Columbus Consolidated Government shall not be responsible for any damage or loss of property or for the relocation and stabilization thereof.

WEBSTER AVENUE R/W VARIES  
(DEED BOOK 475, PAGE 2)



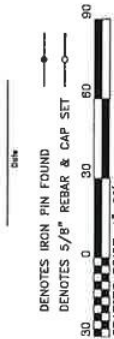
ROBERT L. WEATHERS JR.  
DEED BOOK 7220, PAGE 4

CHARLES A. SHEPPARD  
DEED BOOK 12799, PAGE 160

12TH STREET R/W VARIES

10TH AVENUE R/W VARIES

JEFFREY BAKER



I have this date examined the OFFICIAL FLOOD INSURANCE RATE MAP dated November 05, 2007, for the property shown on this plat, and find that the property is located in a Special Flood Hazard Area (SFHA) as shown on the official flood map. This property is not in a 100 year flood zone as shown on the official flood map. The property shown is subject to flood zone.

**CERTIFICATE OF FINAL PLAT APPROVAL**  
All requirements for the Unified Development Code, Ordinance No. 100-118, for the City of Columbus, Georgia, have been met. The City Council of the Columbus Consolidated Government has approved this plat for recording by the Clerk of the Superior Court.

**CERTIFICATE OF FINAL PLAT APPROVAL**  
Sheets, form drawings design, construction plans and easements meet the requirements of the Council Ordinance No. 100-118, for the City of Columbus, Georgia, Department of Engineering of Columbus, Georgia.

REPLAT FOR  
JEFFREY BAKER

**PART OF THE COWETA RESERVE**  
COLUMBUS, MUSCOGEE COUNTY, GEORGIA  
SCALE 1" = 30'  
JANUARY 21, 2022

HOBBS SMITH & ASSOC., INC.  
LAND SURVEYORS

221 9th STREET, COLUMBUS, GEORGIA, 31901

**SURVEYOR'S CERTIFICATE**  
As required by subsection (c) of O.C.G.A. Section 44-1-1, I, the undersigned, being a duly licensed and sworn Surveyor of the State of Georgia, do hereby certify that this plat is true and correct as the same appears on the original survey and approved by me or under my supervision; that all monuments, markers, and other physical evidence of the survey are shown in their proper location and that the survey was made in accordance with the standards and practices of the Surveying and Mapping profession in Georgia.

Bobby R. Hobbs, L.S.  
Georgia Reg. No. 1610

**SURVEYOR'S CERTIFICATE**  
I, the undersigned, being a duly licensed and sworn Surveyor of the State of Georgia, do hereby certify that this plat is true and correct as the same appears on the original survey and approved by me or under my supervision; that all monuments, markers, and other physical evidence of the survey are shown in their proper location and that the survey was made in accordance with the standards and practices of the Surveying and Mapping profession in Georgia.

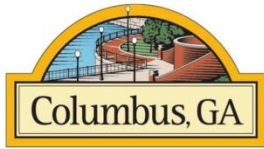
This plat, upon which this plat is based, has a closure of 0.0005 feet per station, and an angular error of 0.0005 feet per station, and was adjusted using the compass rule.  
The following type of equipment was used to obtain the survey data: Topcon 5110 TOTAL STATION.  
This plat is calculated for closure and is found to be accurate within one foot in 100,000 feet.

Bobby R. Hobbs  
Registered Georgia Land Surveyor No. 1610  
216-324-3306  
01/21/2023

**OWNER'S CERTIFICATE**  
STATE OF GEORGIA  
COUNTY OF MUSCOGEE

The undersigned certifies that he or she is the fee simple owner of the land shown on this plat and that the land is not subject to any other claim or interest. The undersigned further certifies that the plat is true and correct and that the survey was made in accordance with the standards and practices of the Surveying and Mapping profession in Georgia.

Owner's address: P.O. BOX 6807, ATLANTA, GEORGIA 30315



CONSOLIDATED GOVERNMENT  
*What progress has preserved.*  
 PLANNING DEPARTMENT

## COUNCIL STAFF REPORT

### REZN-02-22-0339

|  |  |
|--|--|
| <b>Applicant:</b>                          | Deals N Steals Outlet, Inc.  |
| <b>Owner:</b>                              | Same   |
| <b>Location:</b>                           | 1118 10th Avenue   |
| <b>Parcel:</b>                             | 018-016-002  |
| <b>Acreage:</b>                            | 0.11 Acres   |
| <b>Current Zoning Classification:</b>      | LMI (Light Manufacturing / Industrial)   |
| <b>Proposed Zoning Classification:</b>     | GC (General Commercial)  |
| <b>Current Use of Property:</b>            | Vacant Building  |
| <b>Proposed Use of Property:</b>           | Retail, General  |
| <b>Council District:</b>                   | District 7 (Woodson)   |
| <b>PAC Recommendation:</b>                 | <b>Approval</b> based on the Staff Report and compatibility with existing land uses. |
| <b>Planning Department Recommendation:</b> | <b>Approval</b> based on compatibility with existing land uses.                      |
| <b>Fort Benning's Recommendation:</b>      | N/A  |
| <b>DRI Recommendation:</b>                 | N/A  |
| <b>General Land Use:</b>                   | Consistent<br>Planning Area D  |
| <b>Current Land Use Designation:</b>       | Light Manufacturing / Industrial   |
| <b>Future Land Use Designation:</b>        | Mixed Use  |

|  |   |
|--|---|
| <b>Compatible with Existing Land-Uses:</b> | Yes   |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.   |
| <b>City Services:</b>                      | Property is served by all city services.  |
| <b>Traffic Impact:</b>                     | Average Annual Daily Trips (AADT) will increase to 132 trips from 6 trips if used for commercial use. The Level of Service (LOS) will remain at level A.  |
| <b>Traffic Engineering:</b>                | This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.  |
| <b>Surrounding Zoning:</b>                 | <div> <div> <b>North</b><br/> <b>South</b><br/> <b>East</b><br/> <b>West</b> </div> <div> LMI (Light Manufacturing / Industrial)<br/> GC (General Commercial)<br/> RMF2 (Residential Multifamily 2)<br/> LMI (Light Manufacturing / Industrial) </div> </div>   |
| <b>Reasonableness of Request:</b>          | The request is compatible with existing land uses.  |
| <b>School Impact:</b>                      | N/A   |
| <b>Buffer Requirement:</b>                 | <p>The site shall include a Category C buffer along all property lines bordered by the LMI zoning district. The 3 options under Category C are:</p> <ol style="list-style-type: none"> <li>1) <b>20 feet</b> with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.</li> <li>2) <b>10 feet</b> with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.</li> <li>3) <b>30 feet</b> undisturbed natural buffer.</li> </ol> |
| <b>Attitude of Property Owners:</b>        | <b>Fifteen (15)</b> property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.  |
| <b>Approval</b>                            | <b>0 Responses</b>  |
| <b>Opposition</b>                          | <b>0 Responses</b>  |

**Additional Information:**

N/A

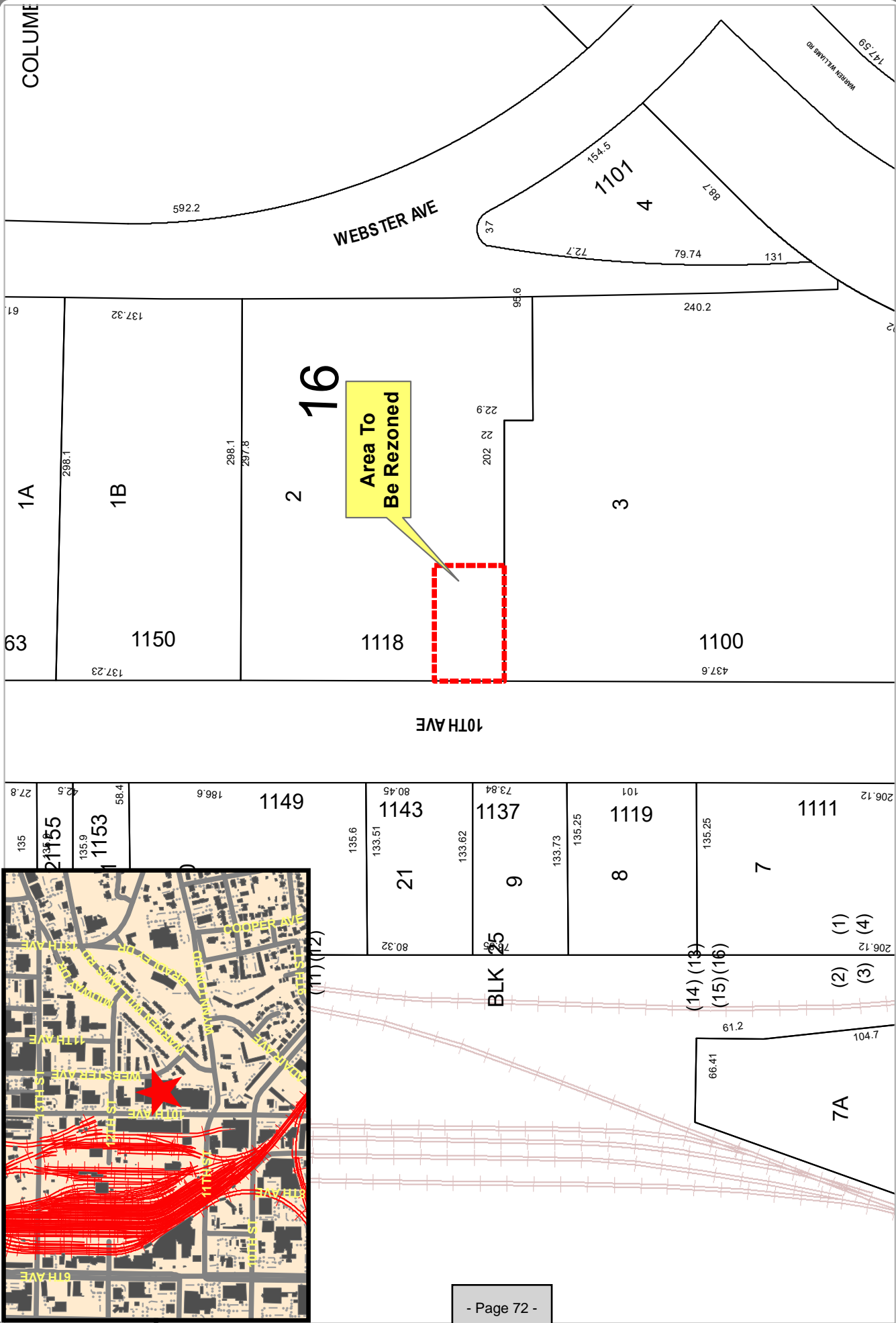
**Attachments:**

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









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Date: 4/19/2022

Item #4.

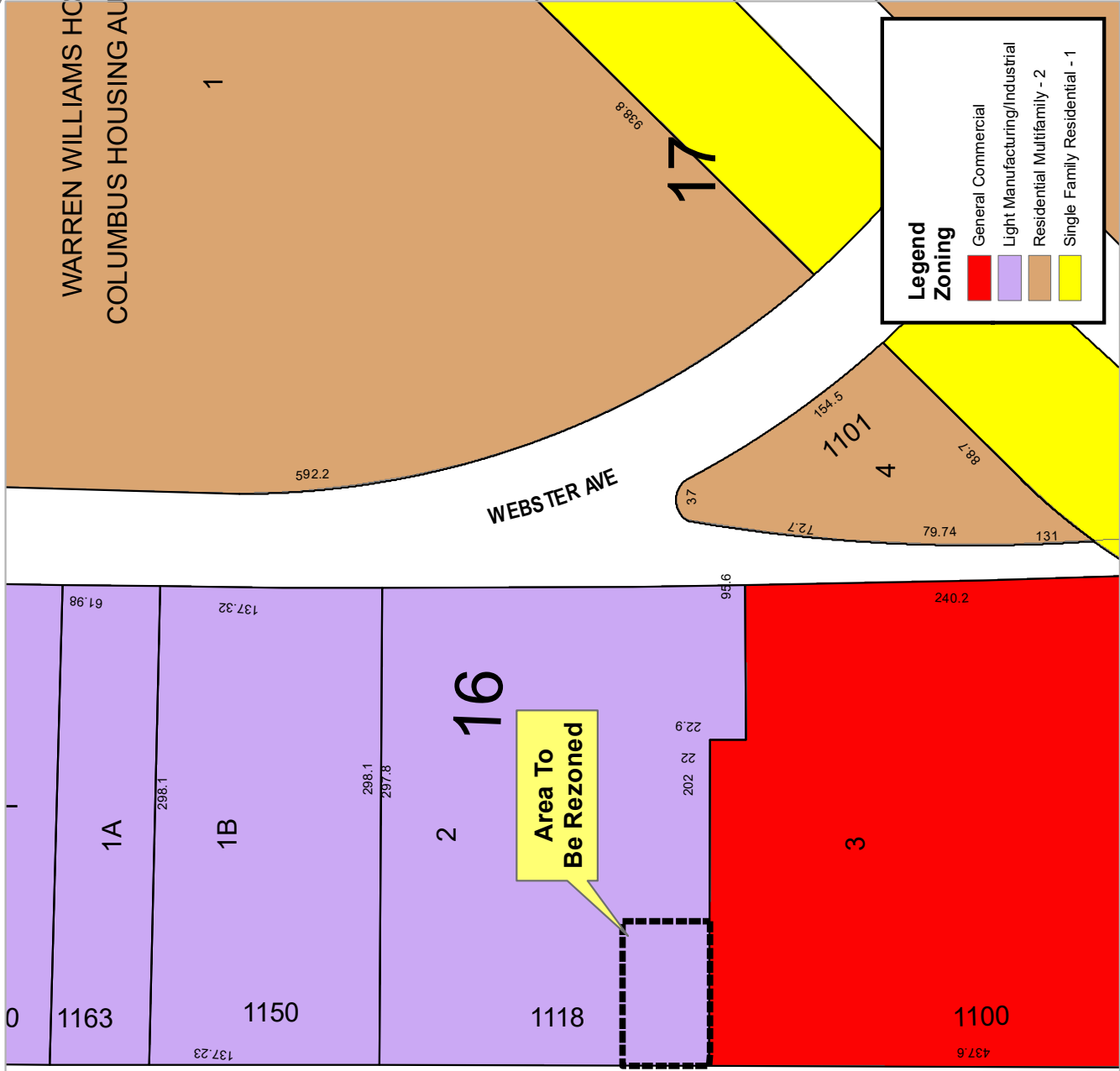
**Columbian Planning**

Location Map for REZN 02-22-0339  
Map 018 Block 016 Lot 002

Planning Department-Planning Division  
Prepared By Planning GIS Tech

Data Source: IT/GIS  
Author: David Cooper





**Legend**  
**Zoning**

- General Commercial
- Light Manufacturing/Industrial
- Residential Multifamily - 2
- Single Family Residential - 1

10TH AVE

WEBSTER AVE



Date: 4/19/2022

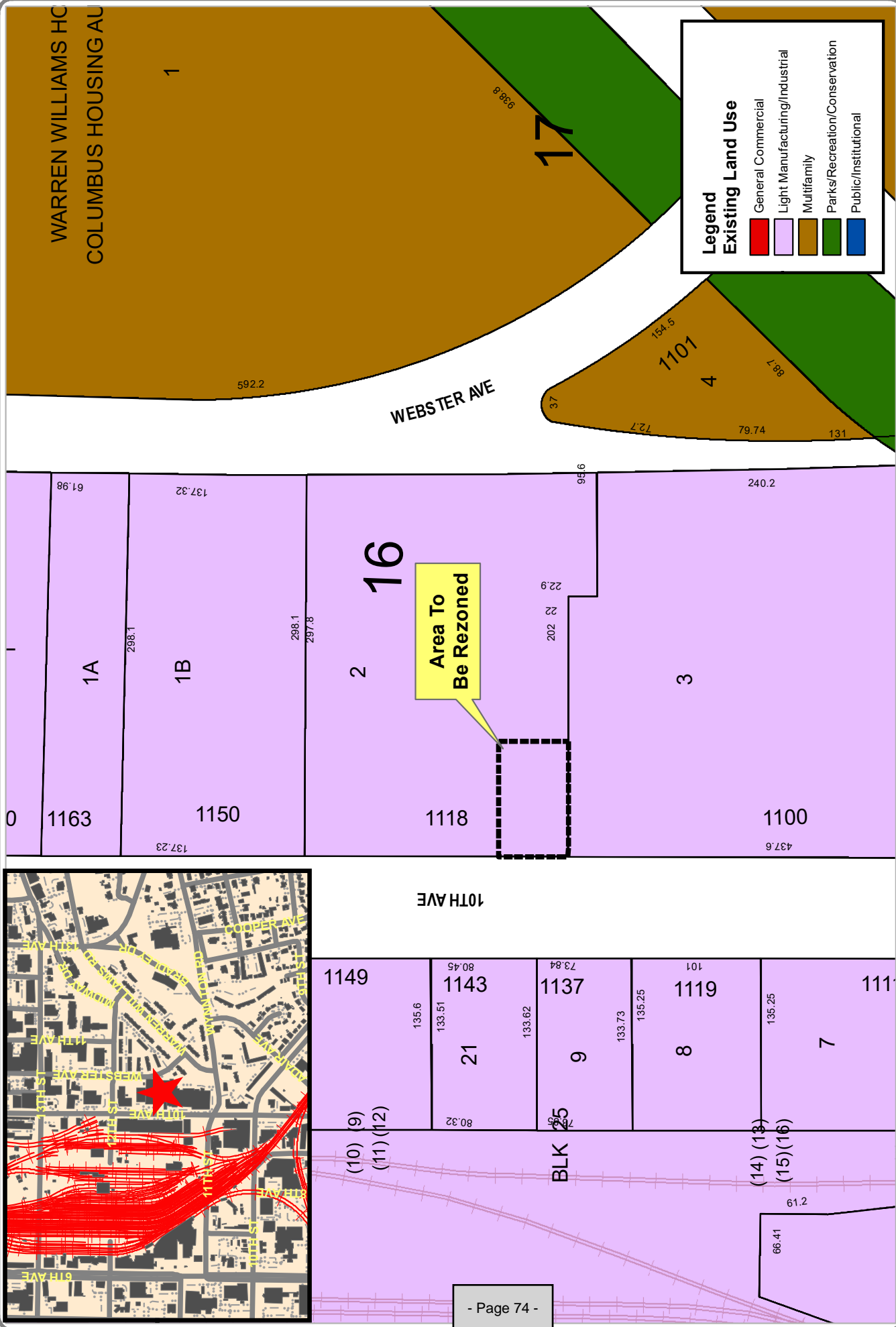
This material is made available as a public service. Maps and data are to be used for reference purposes only. The data contained is subject to constant change. Map information is believed to be correct but is not guaranteed.

Zoning Map for REZN 02-22-0339  
Map 018 Block 016 Lot 002  
Planning Department-Planning Division  
Prepared By Planning GIS Tech

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



Item #4.



Item #4.

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

Existing Land Use Map for REZN 02-22-0339  
Map 018 Block 016 Lot 002  
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: 4/19/2022



|                  |                  |
|------------------|------------------|
| ZONING CASE NO.  | REZN 02-22-0339  |
| PROJECT          | 1118 10th Avenue |
| CLIENT           | LMI to GC        |
| REZONING REQUEST |                  |

REZN 02-22-0339  
1118 10th Avenue  
LMI to GC

Trip Generation Land Use Code\*

[illegible]

## TRAFFIC PROJECTIONS

| Project Information                       |                    |
|---|--------------------|
| Name of Street                            | 10th Avenue        |
| Street Classification                     | Undivided Arterial |
| No. of Lanes                              | 4                  |
| City Traffic Count (2020)                 | 7,430              |
| Existing Level of Service (LOS)**         | A                  |
| Additional Traffic due to Existing Zoning | 6                  |
| Total Projected Traffic (2021)            | 7,436              |
| Projected Level of Service (LOS)**        | A                  |

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

|                                    |                    |
|------------------------------------|--------------------|
| Name of Street                     | 10th Avenue        |
| Street Classification              | Undivided Arterial |
| No. of Lanes                       | 4                  |
| City Traffic Count (2020)          | 7,430              |
| Existing Level of Service (LOS)**  | A                  |
| Additional Traffic due to Proposed | 132                |
| Total Projected Traffic (2021)     | 7,562              |
| Projected Level of Service (LOS)** | A                  |

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

Prior to estimating any land disturbing activity on any lot, a final plat/planning plan must be approved by the City of Columbus, Georgia, and the plat/planning plan must be recorded in the official records of the City of Columbus, Georgia.

NOT ALL IMPROVEMENTS ARE SHOWN AT THIS TIME.

Parcel 100A is shown as a "P.L. DEVELOPMENT PLAT" and is approved by the Department of Engineering of Columbus, Georgia.

All structures located on the subject lot are shown as existing structures. The City of Columbus, Georgia, is not responsible for any errors or omissions in this plat/planning plan.



#### SURVEYOR'S CERTIFICATE

I, Bobby R. Hobbs, a Professional Engineer and Land Surveyor, do hereby certify that the above plat/planning plan was prepared by me or under my supervision, that all measurements were taken by me or under my supervision, and that the plat/planning plan is a true and correct representation of the land shown thereon.

Bobby R. Hobbs, L.S.  
Georgia Reg. No. 1610

#### SURVEYOR'S CERTIFICATE

I, Bobby R. Hobbs, a Professional Engineer and Land Surveyor, do hereby certify that the above plat/planning plan was prepared by me or under my supervision, that all measurements were taken by me or under my supervision, and that the plat/planning plan is a true and correct representation of the land shown thereon.

The field data upon which this plat is based has a total error of 0.00' per 100' of distance, and an angular error of 0.00' per 100' of distance, and was adjusted using the compass rule.

The following type of equipment was used to obtain the linear and angular measurements used in the preparation of this plat: TOPCON 2110 TOTAL STATION. This plat is calculated for closure and is found to be accurate within one foot in 100,000+ feet.

By: Bobby R. Hobbs  
Professional Engineer and Land Surveyor  
Columbus, Ga 31901  
706-323-3206

#### OWNER'S CERTIFICATE

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

The undersigned certifies that he or she is the fee simple owner of the land shown on this plat and that the plat and the public improvements contained thereon are in accordance with the requirements and standards of the Columbus Unified Development Code.

Owner's name: DEALS-IN-STEALS OUTLET, INC.  
Owner's address: P.O. BOX 6807, ATLANTA, GEORGIA 30315

JEFFREY BAKER

Date

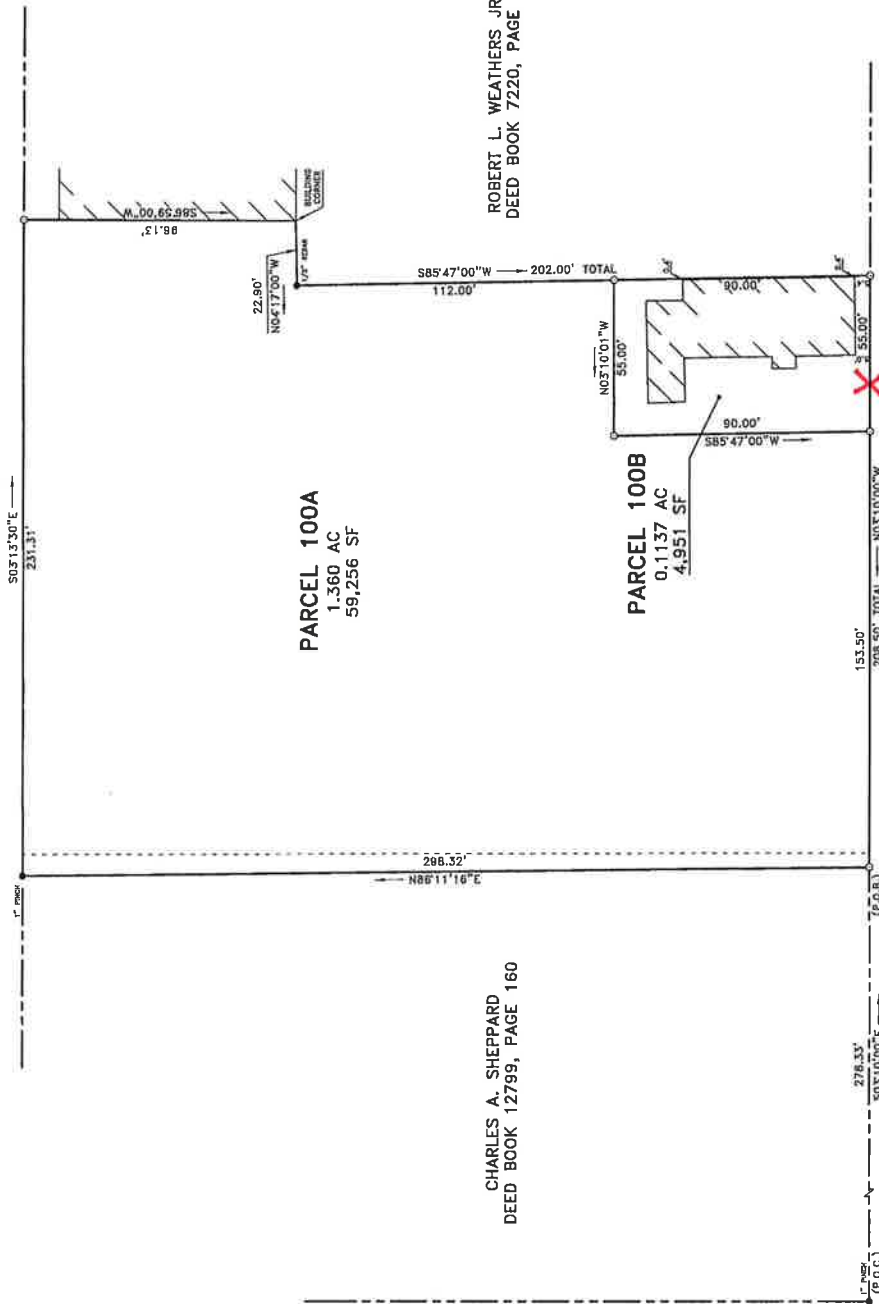
DENOTES IRON PIN FOUND

DENOTES 5/8" REBAR & CAP SET

GRAPHIC SCALE: 1"=30'

COWETA RESERVE REPLAT JAN 2022 DWG. / CORRECTION CRO.

WEBSTER AVENUE R/W VARIES  
(DEED BOOK 475, PAGE 2)



CHARLES A. SHEPPARD  
DEED BOOK 12799, PAGE 160

ROBERT L. WEATHERS JR.  
DEED BOOK 7220, PAGE 4

10TH AVENUE R/W VARIES

REPLAT FOR  
JEFFREY BAKER

PART OF THE COWETA RESERVE

COLUMBUS, MUSCOGEE COUNTY, GEORGIA  
SCALE 1" = 30'

HOBBS SMITH & ASSOC., INC.  
LAND SURVEYORS

221 9TH STREET, COLUMBUS, GEORGIA, 31901

#### CERTIFICATE OF FINAL PLAT APPROVAL

All requirements for the Unified Development Code have been met. The undersigned certifies that the plat/planning plan is in accordance with the requirements and standards of the Columbus Unified Development Code.

Planning Division

Date

Department of Engineering

Date

#### CERTIFICATE OF FINAL PLAT APPROVAL

All requirements for the Official Flood Insurance Rate Map dated November 05, 2007, have been met. The undersigned certifies that the plat/planning plan is in accordance with the requirements and standards of the Columbus Unified Development Code.

Planning Division

Date

Date



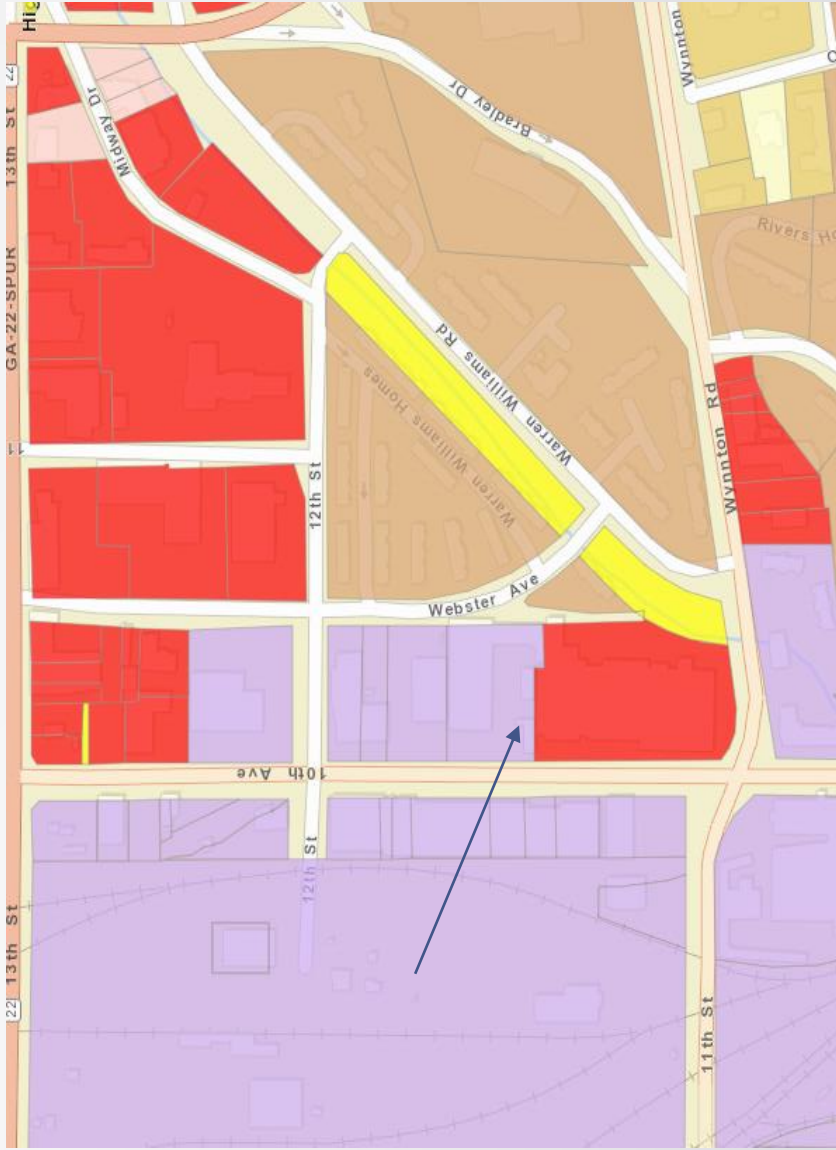


1118 10<sup>th</sup> Avenue  
REZN – 02-22-0339

APPLICANT: DEALS -N- STEALS OUTLETS, INC.



# CURRENT ZONING - LMI





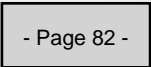
# PROPOSED ZONING – GC PROPOSED USE – BEAUTY SALON



# FUTURE LAND USE – MIXED USE







**File Attachments for Item:**

**5. 1st Reading-** An Ordinance amending Chapter 2 of the Columbus Code to revise Section 2-121 to provide a procedure whereby the Iron Works Convention and Trade Center Authority may dispose of surplus personal property obtained in the course of its operations; and for other purposes. (Request of the Authority)



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

An Ordinance amending Chapter 2 of the Columbus Code to revise Section 2-121 to provide a procedure whereby the Iron Works Convention and Trade Center Authority may dispose of surplus personal property obtained in the course of its operations; and for other purposes.

**THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:**

**SECTION 1.**

Section 2-121 of the Columbus code is hereby repealed and replaced with a new Section 13-121 to read as follows:

“There is hereby created, as a subordinate branch of the consolidated government, a Columbus Iron Works Convention and Trade Center Authority to supervise the manager and employees and the buildings and grounds and operations of the Columbus Iron Works Convention and Trade Center. Title to the real and personal property of the Columbus Iron Works Convention and Trade Center shall remain with the consolidated government of Columbus, Georgia; provided however, the authority may dispose of any personal property or moveable equipment obtained in the course of its operations as it determines to be appropriate upon recommendation of the Executive Director. The Council of Columbus, Georgia, may pass any ordinances which it deems necessary to regulate the duties and activities and policies of the authority.”

**SECTION 2.**

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

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First introduced at a regular meeting of the Council of Columbus, Georgia held on the 26<sup>th</sup> day of April, 2022, and introduced on second reading at a regular meeting of said Council held on the \_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                   |        |       |
|-------------------|--------|-------|
| Councilor Allen   | voting | _____ |
| Councilor Barnes  | voting | _____ |
| Councilor Crabb   | voting | _____ |
| Councilor Davis   | voting | _____ |
| Councilor Garrett | voting | _____ |
| Councilor House   | voting | _____ |
| Councilor Huff    | voting | _____ |
| Councilor Thomas  | voting | _____ |
| Councilor Tucker  | voting | _____ |
| Councilor Woodson | voting | _____ |

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Sandra T. Davis

Clerk of Council

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B.H. "Skip" Henderson, III

Mayor

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

An Ordinance amending Chapter 2 of the Columbus Code to revise Section 2-121 to provide a procedure whereby the Iron Works Convention and Trade Center Authority may dispose of surplus personal property obtained in the course of its operations; and for other purposes.

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|                   |        |       |
|-------------------|--------|-------|
| Councilor Allen   | voting | _____ |
| Councilor Barnes  | voting | _____ |
| Councilor Crabb   | voting | _____ |
| Councilor Davis   | voting | _____ |
| Councilor Garrett | voting | _____ |
| Councilor House   | voting | _____ |
| Councilor Huff    | voting | _____ |
| Councilor Thomas  | voting | _____ |
| Councilor Tucker  | voting | _____ |
| Councilor Woodson | voting | _____ |

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Sandra T. Davis

Clerk of Council

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B.H. "Skip" Henderson, III

Mayor

**File Attachments for Item:**

**1. South Columbus River District Tax Allocation District Fund Grant – NeighborWorks as Developer**

Approval is requested to authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive.



**Columbus Consolidated Government  
Council Meeting Agenda Item**

|                            |  |
|----------------------------|--|
| <b>TO:</b>                 | Mayor and Councilors   |
| <b>AGENDA<br/>SUBJECT:</b> | <b>South Columbus River District Tax Allocation District Fund Grant – NeighborWorks as Developer</b>   |
| <b>AGENDA<br/>SUMMARY:</b> | Approval is requested to authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive. |
| <b>INITIATED BY:</b>       | <b>Planning Department</b>   |

**Recommendation:** Authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive.

**Background:** On January 11, 2022, the Council approved Resolution 004-22 authorizing the City Manager to enter into negotiations with NeighborWorks Columbus as the developer of the proposed project known as Elliot’s Walk. The resolution authorized the use of South Columbus River District TAD Funds to provide for infrastructure and financing for this project. The applicant Columbus Housing Initiative, Inc. dba NeighborWorks Columbus is proposing the development of the property located at 1104 Leslie Drive. In the past portions of this site contained a mobile home park, but are currently vacant. Under this proposal, affordable single-family and multi-family residences would be constructed in phases. Phases I and II would see the development of 43 single-family homes. Phase III would provide for 130 55+ affordable multi-family units, while Phase IV would provide 56 affordable multi-family “big houses.” Under this application, the TAD funds would be used to provide for financial costs and for needed infrastructure including grading, storm drainage, sanitary sewers, water lines, streets, sidewalks, and street lights.

**Analysis:** The adoption of Resolution 004-22 was only the first step in authorizing the use of these funds. The next step required that the City Manager and/or his representatives enter into negotiations with the developer to determine how the funds would be distributed. The staff has concluded those negotiations with an agreement that defines the number of payments, the timing of the payments, and the overall length of time the agreement will be enforced. The agreement also establishes a City Administrative Fee of \$5,000 per year to be paid out of the South Columbus River District Tax Allocation Fund and before any other payments are made.

**Financial Considerations:** The payout of the funds will not exceed \$10,170,366 paid in increments beginning on December 15, 2023. Funding would come from the South Columbus River District TAD Funds. The payout schedule is for nineteen (19) years. If for some

unknown reason the South Columbus River District TAD Funds are inadequate to make the scheduled payments for this and all South Columbus River District TAD projects approved by the Council, then each project will receive its proportional share based on the amount for its scheduled payment due that year. Should a shortfall of this type occur, the agreement allows for the Developer to recoup the full payment of up to \$577,949.00 per year for six (6) additional years until the shortfall has been completed. Under these conditions, the maximum length of the agreement would be twenty five (25) years, and neither the TAD Fund nor the City would have a further obligation to make payments under the Agreement.

**Legal Considerations:** The Council approved the establishment of the South Columbus River District TAD in 2020 and in doing so designated itself as the redevelopment agency to exercise the provisions of this district and the use of these funds. An application for the use of these funds was requested by NeighborWorks as Developer, which the Council approved on January 11, 2022, authorizing the City Manager to enter into these negotiations to allocate the requested fund amount. Approval of this resolution will authorize the City Manager to sign the agreement, allowing the South Columbus River District TAD Funds to be paid out over a specified time as established in the proposed agreement.

**Recommendation/Action:** Authorize the City Manager to enter into an agreement with NeighborWorks Columbus to provide South Columbus River Tax Allocation District (TAD) Funds for infrastructure improvements and financing to develop single/multi-family residential units in a blighted area located at 1104 Leslie Drive.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH COLUMBUS HOUSING INITIATIVE, INC. DBA NEIGHBORWORKS COLUMBUS (“DEVELOPER”) FOR THE PURPOSES OF ALLOCATING SOUTH COLUMBUS RIVER DISTRICT TAX ALLOCATION DISTRICT FUNDS FOR THE CONSTRUCTION AND FINANCING OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS TO DEVELOP A SINGLE/MULTI-FAMILY REDEVELOPMENT OF A BLIGHTED AREA LOCATED AT 1104 LESLIE DRIVE TO BE KNOWN AS ELLIOT’S WALK IN AN AMOUNT NOT TO EXCEED TEN MILLION ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED AND SIXTY-SIX DOLLARS (\$10,170,366).**

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

**WHEREAS**, by a Resolution duly adopted Resolution No. 408-20 on December 15, 2020 (the "TAD Resolution"), following a public hearing as required by law, the Columbus Council approved the South Columbus River District Redevelopment Plan and created Tax Allocation District Number 8 - South Columbus River District (the "South Columbus River District TAD"); and,

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

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

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

**WHEREAS**, NeighborWorks Columbus is the developer of the tract to be developed as Elliott’s Walk which is located within the South Columbus River District TAD; and,

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

**WHEREAS**, the Developer, pursuant to the terms of this Agreement, has undertaken this critical revitalization in Columbus and developed the Elliot's Walk project consistent with the South Columbus River District Redevelopment Plan; and,

**WHEREAS**, the Council, after full review and consideration authorized the City Manager on December 15, 2020, to enter negotiations with the Developer for the purposes of a Project Allocation from the South Columbus River District TAD in an amount not to exceed TEN MILLION ONE HUNDRED SEVENTY THOUSAND THREE HUNDRED AND SIXTY-SIX DOLLARS (\$10,170,366) to provide for infrastructure and financing improvements to develop a single/multi-family residential redevelopment of a blighted area located in the block between at 1104 Leslie Drive to be known as Elliott's Walk.

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

The Council of Columbus hereby authorizes the City Manager to enter into an Agreement, in substantially the form attached setting forth the terms and conditions relating to the South Columbus River District TAD funding support of the Project and all instruments, documents, and certificates related thereto for an amount not to exceed \$10,170,366. Funds to be paid under the Agreement will be paid from the Tax Allocation Increment collected in the South Columbus River District TAD and will not be a liability of the General Fund of Columbus, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_ the day of April 2022, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

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

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**Sandra T Davis**  
Clerk of Council

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

# DEVELOPMENT AGREEMENT

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Between Columbus, Georgia

and

Columbus Housing Initiative, Inc. dba NeighborWorks Columbus®

In the Columbus Consolidated Government South Columbus River  
District Tax Allocation #8

As of \_\_\_\_\_, 2022



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## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”), made to be effective as of the \_\_\_\_ day of April, 2022 (the “Effective Date”) is made by and between Columbus, Georgia, a political subdivision of the State of Georgia (“Columbus”), and Columbus Housing Initiative, Inc, dba NeighborWorks Columbus®, (“NeighborWorks” or “Developer”) a Georgia non-profit corporation, as Developer. Capitalized terms used herein and not otherwise defined have the meanings given to them in Article I.

### ARTICLE I RECITALS

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

**WHEREAS**, Resolution No. 408-20, which was duly adopted on December 15, 2020 (the “TAD Resolution”) following two public hearings as required by law by the Council of Columbus, Georgia, approved the South Columbus River District Redevelopment Plan and created Tax Allocation District#8: South Columbus River District, and

**WHEREAS**, Columbus and the Muscogee County School District (“MCSD”) have entered into an Intergovernmental Agreement dated [●] (the “Intergovernmental Agreement”) approving MCSD’s participation in the South Columbus River District Redevelopment Plan, and

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

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

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

**WHEREAS**, Developer is the owner of the Elliott’s Walk Tract which is located within the South Columbus TAD; and

**WHEREAS**, Developer will undertake the redevelopment of its property into an affordable (at least 80%) housing single family and rental development and related uses; and

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

reimburse Developer for certain Redevelopment Costs advanced by Developer in connection with the TAD Project; and

**WHEREAS**, Developer, pursuant to the terms of this Agreement, will undertake this critical revitalization in Columbus consistent with the South Columbus River District Redevelopment Plan.

## **AGREEMENT**

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

## **ARTICLE II GENERAL TERMS**

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

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

“Administrative Fee” means an annual administrative fee in an amount not to exceed \$5,000.00, as well as Columbus’s expenditures for legal and professional fees incurred in connection with the Elliott’s Walk Project, to be paid to Columbus from the Tax Allocation District #8 Fund and shall have the highest priority of payment from Tax Allocation District #8 Fund, as provided in **Section 3.4**.

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

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

“Columbus” means Columbus, Georgia, a political subdivision of the State of Georgia.

“Completion” means the completion of the infrastructure portion of the TAD Project. For all purposes of this Agreement, Completion with respect to the TAD Project will be deemed to have occurred on the date of the delivery to Columbus of a Completion Certificate for the TAD Project.

“Completion Certificate” means a certificate of completion provided by Developer to Columbus with respect to the Completion of the infrastructure portion of the TAD Project to which is attached at Developer’s option either: (i) a certification that the TAD project has reached Completion in accordance with the applicable Plans, or (ii) a "Certificate of Substantial Completion", AIA Document G704-2000 executed by the designer of record for the TAD Project.

“Declaration” means a Declaration of Easements, Covenants and Restrictions dated \_\_\_\_, 2022 executed by the owners of the Elliot’s Walk Project, which Declaration appears of record in the Office of the Clerk of Superior Court of Muscogee County, Georgia in Deed Book \_\_\_\_ at Page \_\_\_\_.

“Developer” has the meaning as set forth in the introductory paragraph of this Agreement.

“Effective Date” has the meaning as set forth in the introductory paragraph of this Agreement.

“Elliott’s Walk Project” means the tract of land located at 1104 Leslie Drive, as more fully described in Schedule B-1 hereto, as such Schedule may be amended or modified from time to time, on which the Project will be constructed.

“Elliott’s Walk Project Completion Date” means the date of substantial completion of the Elliott’s Walk Project.

“Elliott’s Walk Tract” means the parcels within the Site Plan identified on Schedule A-2 on which Developer will construct the Elliott’s Walk Project.

“Environmental Laws” means, including but without limitation, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*, as amended, the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended, the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, as amended, the Clean Air Act, 42 U.S.C. § 7401 *et seq.*, as amended, the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*, as amended, and any other applicable federal law relating to health, safety or the environment.

“Force Majeure” means the actual period of any delay in the final completion date of the TAD Project, or the Elliott’s Walk Project, as applicable, caused by fire, unavailability of manufactured materials, earthquake, flood, explosion, war, acts of terrorism, invasion, insurrection, mob violence, sabotage, lockouts, litigation, condemnation, riots or other civil disorder, national or local emergency, act of God, unusual delays in transportation, unusual delay in obtaining lawful permits or consents to which the applicant is legally entitled, strike or labor dispute, or severe weather conditions. in excess of 30 days in responding to proposals for Material Modifications pursuant to Section 4.4, in any such case entitling Developer a commensurate extension of time to perform and complete its obligations delayed thereby under this Agreement. Developer will give written notice in accordance with Section 9.2 as soon as reasonably practical after the start of the Force Majeure event or occurrence giving rise to the delay, specifically identifying the occurrence or event and the anticipated resulting delays to the TAD Project or the Elliott’s Walk Project, as applicable.

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

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



“Legal Requirements” means any legal requirements (including, without limitation, Environmental Laws), including any local, state or federal statute, law, ordinance, rule or regulation, now or hereafter in effect, or order, judgment, decree, injunction, permit, license, authorization, certificate, franchise, approval, notice, demand, direction or determination of any governmental authority.

“Material modification” means (i) any modification, change or alteration in the description of the TAD Project or the Elliott’s Walk Project, as applicable, that would add uses other than the following current uses: single family, multi family housing; or (ii) any extension of the TAD Project Schedule beyond the TAD Project Completion Date.

“NeighborWorks” shall have the meaning set forth in the introductory paragraph of this Agreement.

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

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

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

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

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

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

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

“Redevelopment Plan” means the South Columbus River District Redevelopment Plan for Columbus Tax Allocation District Number Eight approved by Columbus pursuant to the TAD Resolution on December 15, 2020, following a public hearing as required by law, as may be amended from time to time.

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

“Reimbursement Costs” means categories of Redevelopment Costs for which Columbus has agreed to reimburse Advances, from the “Elliott’s Walk Project Special TAD Fund,” as shown on Schedule D-2 attached hereto.

“Requisition” means a requisition document providing the information concerning all TAD Project expenditures information in form satisfactory to the Columbus Finance Director.

“Site” means the real property on which the Elliott’s Walk Project is located within the South Columbus River District TAD, as more specifically identified in Schedule A-1 hereto.

“Site Plan” means the plan utilized for development of the Elliott’s Walk Project as more specifically identified in Schedule A-2 hereto.

“South Columbus River District TAD” means that Tax Allocation District # 8 created by Columbus for the collection of Tax Allocation Increment effective December 15, 2020, pursuant to the Redevelopment Powers Law and payment of Disbursements as permitted under this Agreement.

“State” means the State of Georgia.

“TAD Project” means those improvements identified and more fully described in Schedule B-2 hereto as such Schedule may be amended or modified from time to time.

“TAD Project Budget” means the projected cost for acquisition, financing, soft costs, construction and other costs of the TAD Project as set forth in Schedule D-2 hereto, as such Schedule may be amended or modified from time to time, including any Project Modifications.

“TAD Project Completion Date” means the date of substantial completion of the infrastructure portion of the TAD Project (as evidenced by delivery by Developer to Columbus of a Completion Certificate).

“TAD Project Construction Schedule” means the schedule utilized for construction of the TAD Project as set forth in Schedule C-1, as such Schedule was amended or modified from time to time.

“TAD Resolution” means Resolution No. 408-20 duly adopted by the Columbus Council on December 15, 2020, following a public hearing as required by law, pursuant to which Columbus approved the Redevelopment Plan and created the South Columbus River District TAD.

“Tax Allocation Increment” means the positive tax allocation increment (within the meaning of the Redevelopment Powers Law) levied and collected on real property within the South Columbus River District TAD attributable to the ad valorem millage rate levied annually by Columbus (which was .040831 mills in 2022).

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

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

## ARTICLE III REPRESENTATIONS AND WARRANTIES

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

(a) Organization and Authority. Developer is in good standing and authorized to transact business in the State of Georgia. Developer's officers have the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Developer, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Developer as a condition to the valid execution, delivery, and performance by it of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Developer in accordance with its terms, subject to matters and laws affecting creditors' right generally and to general principles of equity.

(c) Organizational Documents. Developer's organizational documents are in full force and effect and have not been modified or supplemented from those submitted to Columbus, and no fact or circumstance has occurred that, by itself or with the giving of notice or the passage of time or both, would constitute a default thereunder.

(d) Financial Statements. All financial statements to be furnished to Columbus by Developer with respect to Developer will fairly present the financial condition of Developer as of the dates thereof, and all other written information furnished to Columbus by Developer will be accurate, complete and correct in all material respects and will not contain any material misstatement of fact or omit to state any fact necessary to make the statements contained therein not misleading.

(e) Environmental. Developer has no knowledge *except as disclosed in the Environmental Report*: (i) of the presence of any Hazardous Substances on the Site, or any portion thereof, or of any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Site, or any portion thereof, or (ii) of the presence of any PCB transformers serving, or stored on, the Site, or any portion thereof, and Developer has no knowledge of any failure to comply with any applicable Environmental Laws relating to the generation, recycling, reuse, sale, storage, handling, transport and disposal of any Hazardous Substances.

(f) Bankruptcy. No Act of Bankruptcy has occurred with respect to Developer.

(g) No Litigation. There is no action, suit or proceeding pending or, to the knowledge of Developer, threatened against or affecting Developer in any court, before any arbitrator or before or by any governmental body which (i) in any manner raises any question affecting the validity or enforceability of this Agreement, (ii) could materially and adversely affect the business, financial position or results of operations of Developer, or (iii) could materially and adversely affect the ability of Developer to perform its obligations hereunder.

(h) No Undisclosed Liabilities. Neither Developer nor the Site is subject to any material liability or obligation, including contingent liabilities, other than loans to finance the Elliott's Walk Project, Developer is not in default under or in breach of any material contract or agreement, and no event has occurred which, with the passage of time or giving of notice (or both) would constitute such a default, which has a material adverse effect on the ability of Developer to perform its obligations under this Agreement.

(i) Tax Matters. Developer has prepared and filed in a substantially correct manner all federal, state, local and foreign tax returns and reports heretofore required to be filed by them and have paid all taxes shown as due thereon. No governmental body has asserted any deficiency in the payment of any tax or informed Developer that such governmental body intends to assert any such deficiency or to make any audit or other investigation of Developer for the purpose of determining whether such a deficiency should be asserted against Developer.

(j) ERISA and Related Matters. Developer does not maintain any retirement or deferred compensation plan, savings, incentive, stock option or stock purchase plan, unemployment compensation plan, vacation pay, severance pay, bonus or benefit arrangement, insurance or hospitalization program or any other fringe benefit arrangement for any employee, consultant or agent of the Developer, whether pursuant to contract, arrangement, custom or informal understanding, which does not constitute an "Employee Benefit Plan" (as defined in §3(3) of ERISA). Developer does not maintain nor has Developer ever contributed to any Multiemployer Plan (as defined in §3(37) of ERISA). Developer does not currently maintain any Employee Pension Benefit Plan subject to Title IV of ERISA. There have been no "prohibited transactions" (as described in §406 of ERISA or §4975 of the Internal Revenue Code) with respect to any Employee Pension Benefit Plan or Employee Welfare Benefit Plan maintained by Developer as to which Developer has been a party.

(k) Principal Office. The address of Developer's principal place of business is 345 Sixth St, Columbus, Georgia 30901.

(l) Licenses and Permits. Developer will at all appropriate times possess all franchises, patents, copyrights, trademarks, trade names, licenses and permits, and rights in respect of the foregoing, adequate for the conduct of its business substantially as now conducted or as it is intended to be conducted with respect to the Elliott's Walk Project, without known conflict with any rights of others.

(m) Project Location. The TAD Project is located wholly within Columbus and further, wholly within the South Columbus River District TAD.

(n) Utilities. All utility services necessary and sufficient for the construction and operation of the Elliott's Walk Project will at all appropriate times be available through dedicated public rights of way or through perpetual private easements.

(o) Plans. Developer has furnished to Columbus true and complete sets of the Site Plans. The Site Plans so furnished to Columbus comply with all applicable governmental requirements, all Project Approvals, and all restrictions, covenants and easements affecting the Elliott's Walk Project.

(p) Funding Sources for Project Financing. Developer at its own cost has secured the necessary financing for construction of the Elliott's Walk Project.

(q) Liens. Other than as disclosed in writing to Columbus, there are no material liens of laborers, subcontractors or materialmen on or respecting the TAD Project on the Effective Date.

(r) Budget. The TAD Project Budget attached hereto as Exhibit D-2 accurately reflects the currently estimated costs of the TAD Project.

(s) Title. As of the Effective Date, Developer holds fee simple title to parcel on which the Elliott's Walk Project is located, and has the legal authority to carry out the TAD Project on the Elliott's Walk Tract.

**Section 3.2** *Representations and Warranties of Columbus.* Columbus hereby represents and warrants to Developer that:

(a) Organization and Authority. Columbus is a consolidated government duly created and existing under the laws of the State. Columbus has the requisite power and authority to execute and deliver this Agreement, to incur and perform its obligations hereunder, and to carry out the transactions contemplated by this Agreement.

(b) Due Authorization, Execution and Delivery. The execution, delivery, and performance of this Agreement has been duly authorized by all necessary action and proceedings by or on behalf of Columbus, and no further approvals or filings of any kind, including any approval of or filing with any governmental authority, are required by or on behalf of Columbus as a condition to the valid execution, delivery, and performance by Columbus of this Agreement. This Agreement, when duly executed and delivered by each party hereto, will be the valid, binding and enforceable obligation of Columbus in accordance with its terms, subject to matters and laws affecting creditors' right generally as to political bodies and to general principles of equity.

(c) No Litigation. There are no actions, suits, proceedings or investigations of any kind pending or threatened against Columbus before any court, tribunal or administrative agency or board or any mediator or arbitrator that questions the validity of this Agreement or any action taken or to be taken pursuant hereto.

(d) Findings. Columbus has previously found and determined that the South Columbus River District, including the Elliott's Walk Tract, and surrounding area as a whole have not been subject to growth and development through private enterprise, and has further determined that the Elliott's Walk Tract is appropriate for community redevelopment pursuant to the Redevelopment Powers Law, and has authorized the creation of the South Columbus River District TAD and the use of the tax increment financing to provide the costs for the TAD Project.

(e) TAD Resolution. The TAD Resolution has been validly adopted, remains in full force and effect, and has not been amended or supplemented since its date of adoption except by the execution of a Intergovernmental Agreement with MCSD to all school tax millage to be added to the Tax Allocation Increment. No amendment of or supplement to the TAD Resolution is contemplated or pending with Columbus or Columbus Council.

(f) Redevelopment Agency. Columbus has been duly designated as Redevelopment Agency for the South Columbus River District TAD as contemplated by the Redevelopment Powers Law.

**Section 3.3** *Parties to Cooperate.* The parties hereto acknowledge that they are entering into this Agreement based on projections that the Elliott's Walk Project will generate Tax Allocation Increment in at least the amounts shown on Schedule E hereto. Columbus and Developer will cooperate as provided in this Agreement in order to ensure that Tax Allocation Increment generated by the Elliott's Walk Project in the South Columbus River District TAD are collected and deposited into the Tax Allocation District #8 Fund in accordance with the terms of this Agreement, thereby permitting reimbursement of Reimbursement Costs advanced by Developer in connection with the TAD Project as contemplated by this Agreement.

**Section 3.4** *Payment of Administrative Fee and Expenses.* Developer acknowledges and agrees that Columbus shall be entitled to an Administrative Fee and to be reimbursed its professional, legal and administrative expenses from the Tax Allocation District #8 Fund such payments shall have the first priority of payment from the Tax Allocation District #8 Fund. In the event that in any year there are



insufficient funds in the Tax Allocation District #8 Fund to pay such fees and expenses, the unpaid amounts shall accrue and be payable from the first available future deposits into the Tax Allocation District #8 Fund. Such fees shall be determined on an annual basis and shall not exceed \$5,000 per year.

## **ARTICLE IV DEVELOPMENT AND CONSTRUCTION**

### **Section 4.1** *Construction of the TAD Project.*

(a) Developer will develop and construct the TAD Project in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A-2 and B-2, which will be used as the basis for reimbursement of Advances under Section 6.2.

(b) Developer will construct the TAD Project in accordance with all applicable Legal Requirements in which failure to do so would have a Material Adverse Effect.

(c) Developer shall develop and construct the Elliott's Walk Project in substantial conformance with the Plans and the descriptions thereof set forth in Schedules A-2 and B-2 which will be used as the basis for reimbursement of Advances under Section 6.2. To the extent that any such modification is a Material Modification, Developer will comply with the procedures set forth in Section 5.1. Columbus agrees to use commercially reasonable efforts to assist Developer with the Elliott's Walk Project on the terms set forth in this Agreement to further the public purposes of the Redevelopment Plan and the Redevelopment Powers Law.

(d) Upon completion of the infrastructure portion of the TAD Project, Developer shall provide Columbus with a final cost summary of all costs and expenses associated with the TAD Project, a certification that the Elliott's Walk Project has been completed, and evidence that all amounts owing to contractors and have been paid in full evidenced by customary affidavits executed by such contractors.

**Section 4.2** *Approvals Required for the Project.* Developer will obtain all necessary Project Approvals for the TAD Project, and shall certify to Columbus that the TAD Project complies with all Legal Requirements of any governmental body regarding the use or condition of the TAD Project.

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

### **Section 5.1** *Modifications.*

(a) *Material Modifications.* Developer shall certify to Columbus that no material modification will be made to the TAD Project or the Elliott's Walk Project, except as disclosed on schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Developer to Columbus.

(b) *Project Modifications.* Owner shall certify to Columbus that there will be no Project Modifications, as defined herein, not noted on schedule A-2 or B-2, as amended or modified in writing pursuant to this Agreement by Owner to Columbus, and that any modification to the TAD Project Budget as a result of such Project Modification shall be reflected on an updated Budget to be presented to Columbus.

**Section 5.2** *Completion of the Project.* Developer will complete construction of the TAD Project substantially in accordance with Schedule B-2 in a good and workmanlike manner, free and clear of all liens and claims for materials supplied or for labor or services performed, subject to any lawful protest

in accordance with Section 5.6.

**Section 5.3** *Compliance with Documents.* Developer has remained and will continue to remain in compliance with its obligations and covenants in the Loan Documents, if any, pursuant to which amounts were loaned or otherwise made available to Developer to finance construction of the TAD Project.

**Section 5.4** *Litigation.* Developer will notify Columbus in writing, within fifteen (15) business days of its having knowledge thereof, of any actual or pending litigation or adversarial proceeding in which a claim is made against Developer or against the Site or the TAD Project, in any case which Developer reasonably considers may impair Developer's ability to perform its obligations under this Agreement, and of any judgment rendered against Developer in any such litigation or proceeding. Developer will notify Columbus in writing and within fifteen (15) business days of any matter that Developer reasonably considers may result or does result in a material adverse change in the financial condition or operation of Developer or the TAD Project.

**Section 5.5** *Records and Accounts.* Developer has and will keep true and accurate records and books of account in connection with the TAD Project in which full, true and correct entries will be made on a consistent basis, in accordance with generally accepted accounting principles.

**Section 5.6** *Liens and Other Charges.* Developer has paid and discharged, or cause to be paid and discharged, before the same become overdue all claims for labor, materials, or supplies that if unpaid might by law become a lien or charge upon the TAD Project unless Developer is lawfully protesting the same, in which case Developer will provide a suitable "mechanics lien bond" to discharge such lien from the TAD Project.

**Section 5.7** *Compliance with Laws, Contracts, Licenses, and Permits.* Developer will comply in all material respects with (a) all applicable laws, (b) all agreements and instruments by which it or any of its properties may be bound, and all restrictions, covenants and easements affecting the TAD Project, (c) all applicable decrees, orders and judgments, and (d) all licenses and permits required by applicable laws and regulations for the conduct of its business or the ownership, use or operation of its properties.

**Section 5.8** *Laborers, Subcontractors and Materialmen.* Developer, at Columbus's request, shall furnish to Columbus final lien waivers from the General Contractor and all subcontractors and materialmen who provided goods or services in excess of \$5,000.00 for the TAD Project.

**Section 5.9** *Taxes.* To the extent of its interest therein, Developer will pay when due all taxes imposed upon or assessed against the Elliott's Walk Tract, the Elliott's Walk Project, and the TAD Project, or upon the revenues, rents, issues, income and profits of the Elliott's Walk Project and the TAD Project, or arising in respect of the occupancy, use or possession thereof, and will provide to Columbus, within ten days after a written request therefor, validated receipts showing the payment of such taxes when due. Developer will have the right to appeal an assessment for ad valorem tax purposes.

**Section 5.10** *Insurance.* To the extent of its interest therein, Developer will keep the TAD Project and the Elliott's Walk Project continuously insured against such risks as are customarily insured against by businesses of like size and type engaged in the same or similar operations. During the terms of this agreement, a Certificate of Liability Insurance shall be furnished annually to the City to include endorsements for, at minimum, \$1 million in bodily injury and property damage coverage as a combined single limit for each occurrence with a \$2 million annual aggregate in reference to the following types of insurance: General Liability for Premises/Operations, Independent Contractors and Sub-Contractors,

and Umbrella/Excess Liability.

**Section 5.11** *Further Assurances and Corrective Instruments.* Columbus and Developer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements and amendments hereto and such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.

**Section 5.12** *Access to the Site.* During the term of this Agreement, upon a minimum of five (5) days' notice from Columbus, Developer will permit persons designated by Columbus to access the Site and to discuss the status of the TAD Project and the Elliott's Walk Project with representatives of Developer, all in such detail and at such times as Columbus may reasonably request. All such access must be during normal business hours and in a manner that will not unreasonably interfere with activities of the TAD Project, or the Elliott's Walk Project or with Developer's business operations generally. Columbus must be accompanied by a representative of Developer during any access contemplated by this Section.

**Section 5.13** *Delivery of Documents.* Developer shall deliver to Columbus the following:

- (a) Most recent plat of the Site;
- (b) Title Policy, including any Permitted Exceptions;
- (c) Corporate Resolutions authorizing Developer to enter into this Agreement; and
- (d) Certification of the good standing of Developer from the Georgia Secretary of State; and Developer's most recent financial statements.

**Section 5.14** *Scope of Developer Commitments.* All representations, warranties and obligations of Developer hereunder shall be personal to Developer, and in no event shall Developer be deemed to be in default of any representation, warranty, or other obligation under this Agreement as a result solely of the noncompliance by any other property owner or occupant of a portion of any property located in the South Columbus River District TAD with the terms of this Agreement; provided, however, if this Agreement is assigned pursuant to Section 9.5, any successor in interest to Developer shall be bound by all of the obligations of Developer set forth herein.

## ARTICLE VI DISBURSEMENT AND REIMBURSEMENT

**Section 6.1** *Advances.*

- (a) Developer, in its sole discretion as to timing and amount, may make or cause to be made Advances in connection with the TAD Project.
- (b) Developer may submit Requisitions to Columbus for its review and approval for reimbursement for any such Advances as described in Section 6.2.

**Section 6.2** *Disbursements.* Subject to compliance by Developer with all of the terms and conditions of this Agreement, the funds deposited into the Tax Allocation District #8 Fund will be available for disbursement to Developer for reimbursement of Advances in connection with the TAD Project at such times and in such amounts as determined (each a "Disbursement") in

accordance with the following procedures:

(a) *Requisition:* Developer will submit a Requisition and invoice to Columbus annually. The Requisition will include (i) the TAD Project Budget and the itemized schedule of values prepared by the General Contractor or Developer of the total Reimbursement Costs for which amounts on deposit in the Tax Allocation District #8 Fund are requested (the “Schedule of Values”), and (ii) all costs incurred for construction and non-construction expenses for the Reimbursement Costs from the date of the previous Requisition to the date of the current annual Requisition, which Reimbursement Costs have been itemized under the applicable line items of the TAD Project Budget as set forth in Exhibit D-2. The accuracy of the cost breakdown in the Requisition must be certified by Developer, and hard construction costs must be certified by the General Contractor. The total Reimbursement Costs over the term of the agreement shall not exceed \$10,170,366, and no annual requisition/invoice shall exceed the balance available in the TAD Fund for any year in accordance with Schedule F.

(b) *Supporting Evidence:* All Requisitions must be accompanied by evidence in form and content reasonably satisfactory to Columbus (including, but not limited to, certificates and affidavits of Developer) showing:

(i) Copies of all bills or statements or canceled checks for any indirect or non-construction expense for which the Disbursement is requested;

(ii) That all construction has been conducted substantially in accordance with the Plans; and all changes thereto approved by Columbus or otherwise permitted pursuant to the terms hereof; and

(iii) That there are no liens outstanding against the TAD Project except for (A) those set forth in the Title Policy, (B) inchoate liens for property taxes not yet due and payable, (C) liens being contested in accordance with the terms and conditions set forth in applicable law, and (D) loans for the construction of the TAD Project,.

(c) *City Review:* The construction for which Reimbursement Costs are included in any Requisition must be reviewed and approved by Columbus or its appointed consultant to verify the approval of the construction, the cost of completed construction, and compliance with the Plans.

(d) *Requisition Term:* Notwithstanding anything to the contrary herein, in no event will Tax Allocation Increment applicable to periods beyond twenty-five (25) years after the Effective Date of this Agreement be used to satisfy outstanding balances due Developer, if any. Obligations due Developer under this Agreement will terminate upon the earlier to occur of (i) the satisfaction of all amounts due Developer as listed in Schedule D-1 or (ii) twenty-five (25) years after the effective date of this Agreement.

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

(a) The payment of all obligations required to be paid by Columbus under this Agreement shall be special or limited obligations of Columbus payable only from the Tax Allocation District #8 Fund. Columbus will have no liability to honor any Requisition except from amounts on deposit in the Tax Allocation District #8 Fund.

(b) To the extent permitted by State law, no director, officer, employee or agent of Columbus will be personally responsible for any liability arising under or growing out of the Agreement.

(c) Columbus will not be obligated to disburse any funds to any person under this Agreement other than as directed by Developer or as otherwise permitted under this Agreement.

(d) The maximum term of the Agreement shall not exceed twenty-five (25) years from its effective date, and its total liability under the Agreement will not exceed the Reimbursement Costs of \$10,170,366.

**Section 6.4 Reimbursement.** Provided that there is positive Tax Allocation Increment in the Tax Allocation District, properly requisitioned and invoiced Reimbursement Costs will be reimbursed in no more than 25 annual payments subject to the following conditions:

(a) To the extent that it is available in the Tax Allocation District #8 Fund after the deduction of the Administrative Fee, Columbus shall provide funding to Developer with annual payments in the amount of up to \$577,949 as set forth on Schedule F for all amounts supported by an approved Requisition. Each year, Developer shall provide a Requisition for any additional costs incurred since the approval of the previous Requisition and invoice for the total requested annual payment to the Finance Director. Provided, however, in the event that other Tax Allocation District #8 projects are also entitled to scheduled funding in the same year, and the funds are inadequate to make all scheduled payments after the deduction of administrative expenses, then each project shall receive its proportionate share based on the amount its scheduled payment due that year bears to the total amount of scheduled payments due that year for all projects. For any year in which the Tax Allocation District #8 Fund is insufficient to make the full annual payment due Developer, a shortfall shall accrue to the Developer in the amount of the deficiency (“Accrued Shortfall”).

(b) If an Accrued Shortfall exists at the conclusion of the nineteen (19) year schedule set forth in Exhibit F, then Developer will be allowed to recoup up to \$577,949.00 of the Accrued Shortfall each year for up to six (6) additional years until the shortfall is satisfied. Developer will submit an annual invoice claiming the outstanding Accrued Shortfall until the Accrued Shortfall is satisfied or the expiration of six (6) years whichever occurs first. Each annual invoice to recoup an Accrued Shortfall will be treated on the same proportionate basis as all scheduled project payments due in that particular year.

(c) **Forfeiture.** Notwithstanding anything herein to the contrary, if, following the conclusion of the twenty-fifth year of payments from the Tax Allocation District #8 Fund on the basis set forth above, Owner shall forfeit any amounts set forth in Schedule F that have not been recouped in accordance with the terms set forth above by that date.

## ARTICLE VII INDEMNIFICATION

**Section 7.1 Indemnification.** Developer will defend, indemnify, and hold Columbus and its agents, employees, officers, and legal representatives (collectively, the “Indemnified Persons”) harmless for all claims, causes of action, liabilities, fines, and expenses (including, without limitation, reasonable attorneys' fees, court costs, and all other defense costs and interest) (collectively, the “Losses”) for injury, death, damage, or loss to persons or property sustained in connection with or incidental to the construction of the TAD Project. Notwithstanding anything to the contrary in this Agreement, (1) Developer's indemnification obligation under this Article is limited to the greater of \$2,000,000.00 or the policy limits available under the insurance policies required under Section 5.10; (2) Developer will not be obligated to indemnify any



Indemnified Person for the Indemnified Person's own gross negligence, recklessness or intentional act or omission.

**Section 7.2** *Notice of Claim.* If an Indemnified Person receives notice of any claim or circumstance which could give rise to indemnified Losses, the receiving party must give written notice to Developer within ten (10) business days. The notice must include a description of the indemnification event in reasonable detail, the basis on which indemnification may be due, and the anticipated amount of the indemnified Losses. Such notice will not stop or prevent an Indemnified Person from later asserting a different basis for indemnification or a different amount of indemnified Losses than that indicated in the initial notice. If an Indemnified Person does not provide this notice within the ten business-day period, it does not waive any right to indemnification except to the extent that Developer is prejudiced, suffers loss, or incurs expense because of the delay.

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

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

(iii) would not result in the Indemnified Person's full and complete release from all liability to the plaintiffs or claimants who are parties to or otherwise bound by the settlement.

**Section 7.5** *Survival.* The provisions of Article VII will remain in effect until the later of i) the expiration of two (2) years after certification of completion of the TAD Project or ii) the termination of Columbus' obligation to make payments under this Agreement

## ARTICLE VIII DEFAULT

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

(a) Until delivery of the Completion Certificate for the TAD Project contemplated in Section 4.1, the following will constitute a Default by Developer:

(i) Failure of Developer to materially and timely comply with and perform any of its covenants, conditions or obligations set forth in this Agreement;

(ii) An Act of Bankruptcy of Developer.

(b) Until two (2) years after delivery of the certificates of completion for the TAD Project

contemplated in Section 4.1, the following will constitute a Default by Owner or Developer:

(c) Any material representation or warranty made by Developer in this Agreement or subsequently made by it in any written statement or document furnished to Columbus and related to the transactions contemplated by this Agreement is false, incomplete, inaccurate or misleading in any material respect as of the date such representation or warranty is made;

(d) Any material report, certificate or other document or instrument furnished to Columbus by Developer in relation to the transactions contemplated by this Agreement is false, inaccurate, or misleading in any material respect; or if any report, certificate or other document furnished to Columbus on behalf of Developer, to the extent that Developer knows such document is false, inaccurate or misleading and fails to promptly report such discrepancy to Columbus.

**Section 8.2 Remedies.** If a default by Developer occurs and is continuing 30 days after receipt of written notice to Developer from Columbus specifying the existence of such default (or within a reasonable time thereafter if such default cannot reasonably be cured within such 30-day period and Developer begins to diligently pursue the cure of such default within such 30-day period), the default will become an "Event of Default," and Columbus will be entitled to elect any or all of the following remedies: (i) subject to the final sentence in this Section, terminate this Agreement and discontinue further funding hereunder, or (ii) seek any remedy at law or in equity that may be available as a consequence of Developer's default. (iii) pursue specific performance of this Agreement or injunctive relief; or (iv) waive such Event of Default.

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

**Section 8.3 Remedies Cumulative.** Except as otherwise specifically provided, all remedies of the parties provided for herein are cumulative and will be in addition to any and all other rights and remedies provided for or available hereunder, at law or in equity.

**Section 8.4 Agreement to Pay Attorneys' Fees and Expenses.**

In the event of an Event of Default by Owner or Developer, if Columbus employs attorneys or incurs other expenses for the collection of amounts due hereunder or for the enforcement of the performance or observance of any covenants or agreements on the part of Developer contained herein, Developer agrees that it will on demand therefor pay to Columbus, as applicable, the reasonable fees of such attorneys and such other reasonable expenses so incurred by Columbus, the amount of such fees of attorneys to be without regard to any statutory presumption.

**Section 8.5 Default by Columbus.** The following will constitute a default by Columbus: Any material breach by it of any representation made in this Agreement or any material failure by it to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, for a period of 30 days after written notice specifying such breach or failure and requesting that it be remedied, given to it by Developer; provided that in the event such breach or failure can be corrected but cannot be corrected within said 30-day period, the same will not constitute a default hereunder if corrective action is instituted by the defaulting party or on behalf of the defaulting party within said 30-day period and is being diligently pursued.

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

## ARTICLE IX MISCELLANEOUS

**Section 9.1** *Term of Agreement.* This Agreement will commence on the Effective Date and will expire on the earlier to occur of the date on which all Reimbursement Costs for the TAD Project have been fully reimbursed to Developer as listed in Schedule D-1 from the Tax Allocation District #8 Fund or 25 years after the effective date of this Agreement

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

**If to Developer:**

NeighborWorks  
Columbus  
345 Sixth St.  
Columbus, Georgia  
30901.

With a copy to:

**Jake Wallace**  
Associate Attorney

**Goggans, Stutzman, Hudson, Wilson & Mize, LLP**  
Direct: 706.243.0314  
Main: 706.317.3440  
Fax: 706.317.3441  
[jwallace@gshattorneys.com](mailto:jwallace@gshattorneys.com)  
5650 Whitesville Road  
Suite 206  
Columbus, GA 31904  
<https://gshattorneys.com>

**If to Columbus:**

City Manager  
100 10th Street  
Columbus, GA 31901

With copies to:

City Attorney  
100 10<sup>th</sup> Street  
Columbus, Georgia  
31901

Finance Director  
100 10<sup>th</sup> Street  
Columbus, Georgia  
31901

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

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

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

**Section 9.5** *Successors and Assigns.*

(a) Developer may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of Columbus, provided that Developer may, without the prior consent of Columbus, assign this Agreement and all or any portion of its rights hereunder and interests herein;

(i) to any Affiliate of it or to any entity which controls, is controlled by or under common control with it;

(ii) (intentionally omitted); or

(iii) to any lender providing financing for all or any part of the Elliott's Walk Project. Developer will provide written notice to Columbus of any such assignment. Upon any such assignment of the obligations of Developer hereunder, Developer will be deemed released from such obligations. Notwithstanding the above, Developer may collaterally assign this Agreement and its rights hereunder and interest herein, without the consent of Columbus, to a lender to secure any acquisition, development or loan for the TAD Project or the Elliott's Walk Project.

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

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

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

**Section 9.9** *Approval by the Parties.* Whenever this Agreement requires or permits approval or consent to be hereafter given by any of the parties hereto, the parties hereto agree that such approval or consent may not be unreasonably withheld, conditioned or delayed, and will be deemed given if no

written objection is delivered to the requesting party within ten (10) business days after delivery of the request to the approving party.

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

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed as

Of the \_\_\_\_ day of \_\_\_\_\_, 2022. -

COLUMBUS, GEORGIA

By: \_\_\_\_\_  
Its: City Manager

Attest: \_\_\_\_\_  
Its: Clerk of Counsel

COLUMBUS HOUSING INITIATIVE, INC. dba NEIGHBORWORKS COLUMBUS®

By: \_\_\_\_\_  
Its: President/CEO



**SCHEDULE A-1  
SITE DESCRIPTION**

**Legal Description**

**REFER TO ATTACHMENT (2 PAGES)**

**REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENTS**

**SCHEDULE A-2**

**SITE PLAN**

*Item #1.*

**REFER TO ATTACHMENT (1 PAGE)**

**REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENT**

**SCHEDULE B-1**  
**ELLIOTT'S WALK PROJECT DESCRIPTION**

The project will be a Planned Unit Development, including single family homes, 55+ midrise apartment building and multifamily “big houses.” Both the single family residences and the rental multifamily development will provide affordable housing to South Columbus. Project is in phases, with a portion of Phases I and II being affordable single family homes, a portion of Phase III being the future affordable 55+ apartment building, and a portion of Phase IV being future affordable multifamily “big houses.” Infrastructure will include grading, storm drainage, sanitary sewers, water lines, streets, sidewalks and street lights, with related soft costs and other costs included in the approved budget.

## **SCHEDULE B-2**

### **TAD PROJECT DESCRIPTION**

The TAD Project will include three items, infrastructure, gap financing for multifamily low-income housing tax credit (“LIHTC”) development, and interest carry for the interim financing of the TAD work until repayment by the tax increments.

Infrastructure will include grading, storm drainage, sanitary sewers, water lines, streets, sidewalks and street lights, with related soft costs and other costs included in the approved budget. Streets and related right of way will be dedicated to Columbus Consolidated Government on completion.

Gap financing for the LIHTC development will form a portion of the capital stack that will make the rental affordable housing deal possible.

Interest carry is for the interest on the financing carried by the Developer to build the infrastructure and provide the gap financing.

**SCHEDULE C-1**  
**ELLIOTT'S WALK PROJECT SCHEDULE**  
**REFER TO ATTACHMENT (1 PAGE)**

REFER TO PDF VERSION FOR ATTACHMENT



**SCHEDULE C**  
**TAD PROJECT SCHEDULE**

**REFER TO ATTACHMENT (1 PAGE)**

REVIEW NOTE: REFER TO PDF VERSION FOR ATTACHMENT

**SCHEDULE D-1**  
**ELLIOTT'S WALK PROJECT BUDGET**

**Development Costs**

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|                   |                    |
|-------------------|--------------------|
| Acquisition       | \$2,065,325        |
| Hard Costs        | \$34,887,281       |
| Contingency       | \$1,515,196        |
| Soft Costs        | \$4,159,934        |
| Developer Fee     | \$3,971,778        |
| Financing Costs   | \$5,134,494        |
| Operating Reserve | <u>\$2,217,120</u> |
| Total             | \$53,951,128       |

**SCHEDULE D-2**  
**TAD PROJECT BUDGET**

**Development Costs – Sources/Uses**

|   | <u>Amount</u> |
|---|---------------|
| Hard Construction Cost,<br>including soft costs | \$3,733,368   |
| Gap Financing for<br>LIHTC                      | 2,500,000     |
| Construction Interest / Reserve                 | 3,936,998     |
| Total   | \$10,170,366  |

**The above total is the guaranteed maximum amount, and the Reimbursement Costs for each category may vary, subject to the above total.**

**SCHEDULE E****TAX ALLOCATION INCREMENT ELLIOTT'S WALK ESTIMATE**

|            |              |
|------------|--------------|
| Dec 1 2023 | \$49,505     |
| Dec 1 2024 | \$439,483    |
| Dec 1 2025 | \$582,949    |
| Dec 1 2026 | \$582,949    |
| Dec 1 2027 | \$582,949    |
| Dec 1 2028 | \$582,949    |
| Dec 1 2029 | \$582,949    |
| Dec 1 2030 | \$582,949    |
| Dec 1 2031 | \$582,949    |
| Dec 1 2032 | \$582,949    |
| Dec 1 2033 | \$582,949    |
| Dec 1 2034 | \$582,949    |
| Dec 1 2035 | \$582,949    |
| Dec 1 2036 | \$582,949    |
| Dec 1 2037 | \$582,949    |
| Dec 1 2038 | \$582,949    |
| Dec 1 2039 | \$582,949    |
| Dec 1 2040 | \$582,949    |
| Dec 1 2041 | \$354,194    |
| Total      | \$10,170,366 |

**SCHEDULE F****Projected Schedule of Payments**

| Payment Date      | Amount           |
|-------------------|------------------|
| December 15, 2023 | \$39,505         |
| December 15, 2024 | \$434,483        |
| December 15, 2025 | \$577,949        |
| December 15, 2026 | \$577,949        |
| December 15, 2027 | \$577,949        |
| December 15, 2028 | \$577,949        |
| December 15, 2029 | \$577,949        |
| December 15, 2030 | \$577,949        |
| December 15, 2031 | \$577,949        |
| December 15, 2032 | \$577,949        |
| December 15, 2033 | \$577,949        |
| December 15, 2034 | \$577,949        |
| December 15, 2035 | \$577,949        |
| December 15, 2036 | \$577,949        |
| December 15, 2037 | \$577,949        |
| December 15, 2038 | \$577,949        |
| December 15, 2039 | \$577,949        |
| December 15, 2040 | \$577,949        |
| December 15, 2041 | <u>\$449,194</u> |
| Total             | \$10,170,366     |

**File Attachments for Item:**

**2. Memorandum of Understanding - Columbus/Phenix City Transportation Study and Columbus Consolidated Government**

Approval is requested to execute a Memorandum of Understanding (MOU) with the Columbus-Phenix City Transportation Study (C-PCTS). The C-PCTS serves as the Metropolitan Planning Organization (MPO) for the urbanized area.



**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #2.

|                            |   |
|----------------------------|---|
| <b>TO:</b>                 | Mayor and Councilors  |
| <b>AGENDA<br/>SUBJECT:</b> | <b>Memorandum of Understanding – Columbus/Phenix City<br/>Transportation Study and Columbus Consolidated Government</b>   |
| <b>AGENDA<br/>SUMMARY:</b> | Approval is requested to execute a Memorandum of Understanding (MOU) with the Columbus-Phenix City Transportation Study (C-PCTS). The C-PCTS serves as the Metropolitan Planning Organization (MPO) for the urbanized area. |
| <b>INITIATED BY:</b>       | <b>Planning Department</b>  |

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**Recommendation:** Approval is requested to execute a Memorandum of Understanding (MOU) with the Columbus-Phenix City Transportation Study (C-PCTS). The C-PCTS serves as the Metropolitan Planning Organization (MPO) for the urbanized area.

**Background:** The Metropolitan Planning Organization is designated by the Governors of Georgia and Alabama and is housed within the Columbus Department of Planning. The MPO has the primary responsibility for carrying out the urban transportation planning process and developing the planning work program, transportation plan, and transportation improvement program. The MPO is responsible for the following cities/counties: Columbus/Muscogee County, Chattahoochee County and a portion of Harris County in Georgia, along with parts of Lee and Russell Counties in Alabama and the City of Phenix City.

During 2021, Lee County, Alabama along with the County Engineers gave the City of Smiths Station, Alabama ownership of the roads with the city limits of Smiths Station. Therefore, a revised MOU is required to include the City of Smiths Station, Alabama. A MOU was generated between C-PCTS and the cities/counties that are represented by the MPO. The MOU outlines the responsibilities of the MPO and the cities and counties. In 2014, the C-PCTS incorporated a portion of Harris County into the MPO and the MOU was updated to reflect the addition. The 2010 Census data showed a portion of Harris County, Georgia as being in the new Urbanized Area Boundary, which is the reason the MOU was updated.

**Analysis:** The current Memorandum of Understanding is being updated to include the City of Smiths Station, Alabama into the Metropolitan Planning Organization.

**Financial Considerations:** The C-PCTS is funded with 80% of Federal Funds and 20% of Local funds from the Georgia Department of Transportation and the City of Columbus. The City is responsible for maintaining, preparing, and funding an annual budget for the MPO's operations. C-PCTS receives additional funding from the Alabama Department of Transportation (80%) and the City of Phenix City, Alabama (20%).

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

**Recommendation/Action:** Approve the resolution authorizing the Mayor of Columbus to execute the Memorandum of Understanding.

**A RESOLUTION**

Item #2.

**NO.**

**A RESOLUTION AUTHORIZING THE MAYOR OF COLUMBUS, GEORGIA TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COLUMBUS-PHENIX CITY TRANSPORTATION (C-PCTS) AND THE COLUMBUS CONSOLIDATED GOVERNMENT TO CARRY OUT TRANSPORTATION PLANNING ACTIVITIES FOR THE URBAN AREA.**

**WHEREAS** the Metropolitan Planning Organization (MPO) is designated by the Governors of Georgia and Alabama and is housed within the Columbus Department of Planning. The MPO has the primary responsibility for carrying out the urban transportation planning process and of developing the planning work program, transportation plan, and transportation improvement program. The MPO is responsible for the following cities/counties: Columbus/Muscogee County, Chattahoochee County and a portion of Harris County in Georgia, along with parts of Lee and Russell Counties in Alabama and the City of Phenix City; and,

**WHEREAS**, during 2021, Lee County, Alabama along with the County Engineers gave the City of Smiths Station, Alabama ownership of the roads with the city limits of Smiths Station. Therefore, a revised MOU is required to include the City of Smiths Station, Alabama; and,

**WHEREAS** a Memorandum of Understanding was generated between C-PCTS and the cities/counties that are represented by the MPO. The MOU outlines the responsibilities of the MPO and the cities and counties. In 2014, the C-PCTS incorporated a portion of Harris County into the MPO and the MOU was updated to reflect the addition. The 2010 Census data showed a portion of Harris County, Georgia as being in the new Urbanized Area Boundary, which is the reason the MOU was updated.

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

That the Mayor is hereby authorized to execute the Memorandum of Understanding between Columbus, Georgia, and the Columbus-Phenix City Transportation Study.

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

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Davis voting   | _____. |
| Councilor Garrett voting | _____. |
| Councilor House voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

**METROPOLITAN PLANNING ORGANIZATION**

**MEMORANDUM OF UNDERSTANDING**

**FOR THE**

**COLUMBUS-PHENIX CITY TRANSPORTATION STUDY**

**BETWEEN**

The Consolidated Government of Columbus, Georgia; the City of Phenix City, Alabama; the City of Smiths Station, Alabama; the Counties of Lee and Russell, Alabama; Chattahoochee County, Georgia; Harris County, Georgia; the Alabama Department of Transportation and the Georgia Department of Transportation in cooperation with the U.S. Department of Transportation.

**RELATIVE TO**

The continuing, comprehensive, and cooperative urban transportation planning process known as the “Columbus-Phenix City Transportation Study” (C-PCTS).

**1. IT IS THE INTENTION OF THE PARTIES,** that the Columbus-Phenix City Transportation Study is to:

1. Maintain a continuing, cooperative, and comprehensive transportation planning process as defined in Title 23, USC Section 134 that explicitly regards the current surface transportation act’s planning factors and focus areas and results in plans and programs consistent with comprehensively planning development of the urbanized area.
2. Update and revise the Columbus-Phenix City Multi-Modal Transportation Plan, to create a fiscally feasible transportation system that integrates thoroughfare development, public transportation, air facilities, rail systems, bicycle and pedestrian facilities, and transportation enhancements; and reflects consideration of the area’s comprehensive land-use plan and overall social, economic, environmental, energy conservation plans, goals, and objectives.
3. Create a functional relationship between transportation planning and the development of the cities and counties in the C-PCTS MPO Metropolitan Planning Area (MPA).
4. Maintain the data obtained in the original data collection phase of the study and pertinent data collected thereafter on a current level so that existing and forthcoming recommendations may be evaluated and updated as necessary.
5. Produce all documents and studies that are necessary to maintain a Certified Transportation Planning Process.
6. Per the last two transportation bills (MAP-21 and the FAST Act), the Columbus-Phenix City Transportation Study MPO will adopt GDOT’s and ALDOT’s performance targets for Safety (PM1), Bridge & Pavement (PM2), Travel Time Reliability (PM3), and the Transit Targets.

2. **IT IS FURTHER INTENDED** that the areas of responsibility of the counties, municipalities, and agencies shall lie within the transportation Metropolitan Planning Area (MPA) boundary established by the C-PCTS MPO Board and the Governors of Georgia and Alabama. This area includes all Muscogee County (Columbus Consolidated Government), all of Chattahoochee County and a portion of Harris County in Georgia, the City of Phenix City, the City of Smiths Station and parts of Lee and Russell Counties in Alabama. The MPO boundary is shown in Exhibit A, C-PCTS MPO Metropolitan Planning Area.
3. **IT IS FURTHER INTENDED**, that the Metropolitan Planning Organization (MPO) as designated by the Governors of Georgia and Alabama is the Columbus Department of Planning. With majority consent from the Columbus-Phenix City Policy Committee, the MPO shall have the primary responsibility for carrying out the urban transportation planning process and of developing the planning work program, transportation plan, and transportation improvement program, public participation plan, and other studies for the C-PCTS MPO MPA.
4. **IT IS FURTHER INTENDED**, that the C-PCTS MPO shall be coordinated by a project director who shall be the Director of the Department of Planning or his designee, and the staff of the Transportation Planning Division of the Department of Planning shall serve as the primary staff to the C-PCTS program and process. Additional staff resources may be provided, upon request, from the Technical Coordinating Committee (TCC) membership and existing staff resources of the participating agencies and governments. The Project Director shall coordinate all requests under the direction of the Policy Committee.
5. **IT IS FURTHER INTENDED**, that the C-PCTS Policy Committee shall continue to function to adopt appropriate goals, work programs, and plans; and to establish the need, form, and direction of future transportation improvements in the Columbus-Phenix City area. The Policy Committee shall be the MPO forum for cooperative decision making by principal elected and appointed officials of general-purpose local government and intermodal transportation providers. The individuals representing the government jurisdictions involved in the C-PCTS planning process and other involved agencies shall comprise the Policy Committee Bylaws. The membership shall be enumerated in the Policy Committee Bylaws. The Policy Committee shall have the final authority in the matters of policy and plan adoption for the Columbus-Phenix City Transportation Study.
6. **IT IS FURTHER INTENDED**, that the committee known as the Technical Coordinating Committee (TCC) shall continue to function to assure the involvement of all operating departments, advisory agencies, and Multi-modal transportation providers concerned with, or affected by, the planning process and subsequent implementation of plans. The technical guidance and direction of the continuing Columbus-Phenix City Transportation Study shall be furnished by the TCC. The membership shall be enumerated in the Technical Coordinating Committee Bylaws.

7. **IT IS FURTHER INTENDED**, that the Citizens Advisory Committee (CAC) shall continue to function as a public information and involvement committee and shall be representative of a cross-section of the communities. The CAC shall keep the Policy and the Technical Coordinating Committee informed of the communities' perspective and shall provide information to the community about transportation policies and issues. The membership shall be enumerated in the Citizens Advisory Committee Bylaws.
8. **IT IS FURTHER INTENDED**, that the various committees meet at significant stages in the planning process in accordance with the bylaws adopted by each committee.



**9. IT IS FURTHER INTENDED**, that the Georgia Department of Transportation (GDOT), only to the extent that it may be bound by contracts which may hereafter be entered, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
2. Update and maintain travel simulation models for use in evaluating the metropolitan area's transportation needs. The models shall be the "official" C-PCTS models. The Department shall also provide the expertise and computer software for the above-mentioned tasks.
3. Make periodic reviews and evaluations of projected transportation needs, and revisions, when necessary, of the Multi-modal transportation plan.
4. Aid the MPO in the preparation of planning, oriented preliminary engineering, right-of-way, construction cost estimates, and certain transit, rail, aviation, and port records where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. Provide the local agencies with current information concerning the status of planning and implementation of projects in the Columbus-Phenix City Multi-modal Transportation Plan.
6. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
7. Enter into a cooperative process and coordinate with MPO participants an understanding of the development and amendment process for the State Transportation Improvement Program (STIP).
8. Incorporate, with modification, the adopted C-PCTS Transportation Improvement Program into the State Transportation Improvement Program; and coordinate with the C-PCTS Transportation Plan in the development of the Statewide Transportation Plan.
9. Annually certify, concurrently with the C-PCT MPO, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal Laws.
10. Provide various types of traffic count data.
11. Provide other assistance as mutually agreed upon.

Recommended by:

Georgia Department of Transportation

\_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**10. IT IS FURTHER INTENDED**, that the Alabama Department of Transportation, only to the extent that it may be bound by contracts which may hereafter be entered into, shall be responsible for the following:

1. Provide available maps, aerial photographs, charts, and records as deemed necessary to maintain the study.
2. Aid the MPO in preparation of planning-oriented preliminary engineering, right-of-way cost, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
3. Provide the local agencies with current information concerning the status of planning and implementation of projects in the Columbus-Phenix City Multi-modal Transportation Plan.
4. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
5. Incorporate, with modification, the adopted C-PCTS Transportation Improvement Program into the State Transportation Improvement Program; and coordinate with the C-PCTS Transportation Plan in the development of the Statewide Transportation Plan.
6. Annually certify, concurrently with the C-PCTS MPO, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal Laws.
7. Provide various types of traffic data.
8. Provide other assistance as mutually agreed upon.

Recommended by:

Alabama Department of Transportation

\_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**11. IT IS FURTHER INTENDED**, that the Columbus Department of Planning/Metropolitan Planning Organization (MPO), only to the extent that it may be bound by contracts, which may hereafter be entered into, shall be responsible for the following:

1. Prepare planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multimodal Transportation Plan.
2. Update and maintain maps showing existing and proposed land use and make appraisals of actual land development in comparison with projections.
3. Review zoning and subdivision request in accordance with the C-PCTS Transportation and Land Use Plans.
4. Provide social and community development plans as may relate to transportation needs.
5. Develop and maintain base and projected population housing, employment, economic, vehicle and land use data by traffic zone and supply information as requested concerning special generators.
6. Make recommendations for revisions of the Columbus-Phenix City Multi-modal Transportation Plan to conform to new planning goals, objectives, policies, or developments.
7. Periodically review traffic zone boundaries and make appropriate recommendations to the Technical Coordinating Committee and cooperate with the Georgia Department of Transportation in revision of said boundaries.
8. Provide available maps, aerial photographs, charts, records, and directories to the extent possible.
9. Collect, analyze, and distribute traffic data such as traffic counts and accident rate to the public, governmental agencies, and other parties.
10. Prepare and publish as necessary, a fiscally constrained 20 Year Multi-modal Transportation Plan that leads to the development of an integrated inter-modal transportation system that facilitates the efficient movement of people and goods. The transportation plan shall be reviewed and updated at least every five (5) years.
11. Prepare and maintain a financially balanced Four (4) Year Multi-modal Transportation Improvement Program (TIP), which will be updated annually.
12. Prepare an annual Unified Planning Work Program (UPWP) to document planning activities to be performed in the next fiscal year, in sufficient detail to indicate who will perform the work, the schedule for completion and the products that it will produce.
13. Prepare Georgia Department of Transportation Planning Contract for approval by Council of the Columbus Consolidated Government. Prepare transportation quarterly reports and submit reimbursement request to Georgia and Alabama Department's of Transportation. Prepare annual Performance Report for the comparison of established goals in the Unified Planning Work Program and completed work elements.
14. Compile, maintain, and document data on existing water, air, motor freight, and rail terminals, and transfer facilities.
15. Prepare and publish as necessary a Public Involvement Plan, which documents how the MPO will provide complete information, timely public notices, full public access to key decisions, and support early and continuing involvement of the public in the development of plans and TIP's; and meets the criteria specified in 23 CFR Part 450.

16. Cooperate with the Alabama and Georgia Department's of Transportation in the development and implementation of the MAP-21 / FAST Act management systems and the traffic monitoring system (23 CFR Part 500). The MPO will have the lead responsibility in the development of the C-PCTS Congestion Management Process.
17. Ensure that the Congestion Management Process, the Public Transportation Management System, and the Inter-Modal Management System shall, to the extent appropriate, be part of the metropolitan transportation planning process; and that the results of the six individual management shall be considered in the development of the transportation plan and TIP.
18. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).
19. Annually certify, concurrently with the Georgia Department of Transportation and the Alabama Department of Transportation, to the FHWA and the FTA that the C-PCTS planning process is addressing the major issues facing the area and is being conducted in accordance with all applicable Federal laws.

Recommended by:

Columbus Consolidated Government  
 Director, Department of Planning/Metropolitan Planning Organization

\_\_\_\_\_  
 Director

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 Notary Public

\_\_\_\_\_  
 FEIN Number

**12. IT IS FURTHER INTENDED,** that the Columbus Consolidated Government within its official jurisdiction be responsible for the following:

1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations, which could affect the C-PCTS program, will be coordinated with the Technical and Policy Committees.
2. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for the C-PCTS construction projects and be the agent responsible for acquiring said right-of-way.
3. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
4. Prepare, maintain, and fund an annual budget for the MPO's operations.

Recommended by:

Columbus Consolidated Government, Columbus, Georgia

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**13. IT IS FURTHER INTENDED**, that Phenix City, Alabama within its official jurisdiction be responsible for the following:

1. Maintain and keep current records of fiscal operations and abilities, administrative practices, and laws and ordinances that affect and concern transportation. A re-evaluation of these items shall be made at least every five (5) years and the results and recommendations, which could affect the C-PCTS program, will be coordinated with the Technical and Policy Committees.
2. Maintain records of accidents occurring on the roads and highways by location and description and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
3. Aid the MPO in developing planning-oriented preliminary engineering, right-of-way, and construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
4. When appropriate, provide funding for right-of-way acquisition and clearance that may be required for C-PCTS construction and be the agent responsible for acquiring said right-of-way.

Recommended by:

City of Phenix City, Alabama

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public



**14. IT IS FURTHER INTENDED**, that Lee County, Alabama within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. With assistance from the Alabama Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
4. With assistance from the Alabama Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.

Recommended by:

Lee County, Alabama

\_\_\_\_\_  
Commission - Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**15. IT IS FURTHER INTENDED,** that Russell County, Alabama within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. With assistance from the Alabama Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
4. With assistance from the Alabama Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.

Recommended by:

Russell County, Alabama

\_\_\_\_\_  
Commission - Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**16. IT IS FURTHER INTENDED,** that Chattahoochee County, Georgia (The Unified Government of Cusseta-Chattahoochee County) within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it become necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. With assistance from the Georgia Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain these files on a current basis and provide the data to the MPO for analysis and reports.
4. With assistance from the Georgia Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. Where appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.

Recommended by:

The Unified Government of Cusseta-Chattahoochee County, Georgia

\_\_\_\_\_  
Commission - Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**17. IT IS FURTHER INTENDED**, the Harris County, Georgia within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. With assistance from the Georgia Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain those files on a current basis and provide the data to the MPO for analysis and reports.
4. With assistance from the Georgia Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.

Recommended by:

Harris County, Georgia

\_\_\_\_\_  
Commission - Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**18. IT IS FURTHER INTENDED**, that the City of Smiths Station, Alabama within its official jurisdiction be responsible for the following:

1. Assist the MPO with the gathering of planning, building, and land use information as it becomes necessary in order to update the plan for the study area.
2. Maintain zoning ordinances, subdivision regulations and other ordinances relating to streets and highways.
3. With assistance from the Georgia Department of Transportation, maintain records of accidents occurring on the roads and highways by location and description, and maintain those files on a current basis and provide the data to the MPO for analysis and reports.
4. With assistance from the Georgia Department of Transportation, aid the MPO in developing preliminary engineering and right-of-way construction cost estimates where applicable for projects in the Columbus-Phenix City Multi-modal Transportation Plan.
5. When appropriate, provide funding for right-of-way acquisition and/or construction of transportation improvements.

Recommended by:

City of Smiths Station, Alabama

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

**19. IT IS FURTHER INTENDED**, that METRA, Columbus' public transportation provide and PEX, Phenix City's public transportation provider shall:

1. Make available to the Columbus Department of Planning any records, documents or information necessary to accomplish the transit department's planning objectives and the development of the Columbus-Phenix City Multi-modal Transportation Plan and the TIP.
2. Coordinate with the MPO and Alabama and Georgia Department's of Transportation in the development of the Public Transportation Management System and the Intermodal Management System.
3. Enter into the cooperative process with all participating agencies, when the need for a major metropolitan investment is identified, to determine the extent of the analysis and define each agency's role in the development of the Major Investment Study (23 CFR 450.318).

**20. IT IS FURTHER INTENDED**, that:

1. The Study shall be a continuing, comprehensive, cooperative nature and that all planning decisions shall be reflective of and responsive to the needs and desires of the local communities as well as the programs and requirements of the Alabama Department of Transportation, the Georgia Department of Transportation, and the U.S. Department of Transportation.
2. A reappraisal shall be made of the Study whenever there is a significant change in the community's goals and objectives, land use patterns, or travel characteristics or at least once every five (5) years.
3. The participating agencies shall cooperate in all phases of the Study. Adequate and competent personnel shall be assigned to insure development of adequate and reliable data.
4. All parties to this agreement shall have access to all information developed by the other agencies, including the right to make duplication thereof.

This document is a Memorandum of Understanding expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law or contract to undertake as part of any other program which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, and analysis, or other activity.

In witness whereof, the parties hereto have executed this Memorandum of Understanding, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.



**File Attachments for Item:**

**3. FIRE & EMS – FY22 Other Local Option Sales Tax Reallocation**

Approval is requested to reallocate \$34,000 of the FY22 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from the Personal Protective Equipment (PPE) allocation to purchase Rescue Jet Skis for water rescue responses.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #3.

|                        |  |
|------------------------|--|
| <b>TO:</b>             | Mayor and Councilors   |
| <b>AGENDA SUBJECT:</b> | <b>FIRE &amp; EMS – FY22 Other Local Option Sales Tax Reallocation</b>   |
| <b>AGENDA SUMMARY:</b> | Approval is requested to reallocate \$34,000 of the FY22 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from the Personal Protective Equipment (PPE) allocation to purchase Rescue Jet Skis for water rescue responses. |
| <b>INITIATED BY:</b>   | <b>Fire &amp; EMS / Finance Department</b>   |

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**Recommendation:** Approval is requested to reallocate \$34,000 of the FY22 Budget- Option Sales Tax Fund budget of the Fire & EMS Department from the Personal Protective Equipment (PPE) allocation to purchase Rescue Jet Skis for water rescue responses.

**Background:** The FY22 Budget for the Other Local Option Sales Tax was approved on June 22, 2021, which included \$173,000 for allocation of replacement Personal Protective Equipment. As part of the FY22 budget, council approved specific capital outlay to be used for this purpose.

**Analysis:** Fire & EMS continues to work through the process of replacement of Personal Protective Equipment and establishing a plan to provide all employees a second set of gear as a part of our cancer prevention program. However, Fire & EMS has an immediate need to replace the two rescue jet skis used for water rescue and response. The current rescue jet skis have become unreliable for emergency response and the replacement need currently outweighs the PPE replacement program.

**Financial Considerations:** The balance of the Fire & EMS OLOST Funds can be reallocated to another Other LOST purpose. The approval of this reallocation of Other Local Option Sales Tax will allow Fire-EMS to remove the Rescue Jet Skis (\$34,000) from capital requests associated with FY23.

**Legal Considerations:** Council approval is required for the reallocation of the Other LOST budget.

**Recommendations/Actions:** Approve a resolution to reallocate \$34,000 of the FY22 Budget- Option Sales Tax Fund budget of the Fire & EMS Department from the Personal Protective Equipment (PPE) to purchase Rescue Jet Skis for water rescue responses.

## A RESOLUTION

NO.

**A RESOLUTION REALLOCATING \$34,000 OF THE FY22 OTHER LOCAL OPTION SALES TAX FUND BUDGET OF THE FIRE & EMS DEPARTMENT FROM THE PERSONAL PROTECTIVE EQUIPMENT ALLOCATION TO PURCHASE A RESCUE JET SKIS FOR SWIFT WATER RESPONSE.**

**WHEREAS**, the FY22 Other Local Option Sales Tax budget for the Fire & EMS included \$173,000 for the allocation of replacement Personal Protective Equipment; and,

**WHEREAS**, the immediate replacement for rescue jet skis has occurred; and,

**WHEREAS**, Fire & EMS requests to reallocate \$34,000 of the FY22 Budget-Other Local Option Sales Tax for the Fire & EMS from Personal Protective Equipment to purchase Rescue Jet Skis (\$34,000).

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

That the Fire & EMS is hereby authorized to reallocate \$34,000 to purchase Rescue Jet Skis (\$34,000).

Introduced at a regular meeting of the Council of Columbus, Georgia held on the \_\_\_\_ day of \_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Davis voting   | _____. |
| Councilor Garrett voting | _____. |
| Councilor House voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson, Mayor

**File Attachments for Item:****4. Lease Purchase of Golf Carts for City Golf Courses**

Approval is requested to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Yamaha Motor Finance Corporation, USA. For Bull Creek Golf Course, the lease agreement will be for 48 months payments totaling \$56,468.16. For Oxbow Creek Golf Course, the leasing period will be for 48 months totaling \$18,822.77.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #4.

|                            |  |
|----------------------------|--|
| <b>TO:</b>                 | Mayor and Councilors   |
| <b>AGENDA<br/>SUBJECT:</b> | <b>Lease Purchase of Golf Carts for City Golf Courses</b>  |
| <b>AGENDA<br/>SUMMARY:</b> | Approval is requested to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Yamaha Motor Finance Corporation, USA. For Bull Creek Golf Course, the lease agreement will be for 48 months payments totaling \$56,468.16. For Oxbow Creek Golf Course, the leasing period will be for 48 months totaling \$18,822.77. |
| <b>INITIATED BY:</b>       | <b>Golf Authority</b>  |

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**Recommendation:** Approval is requested to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Yamaha Motor Finance Corporation, USA.

**Background:** There is a need at the golf facilities to obtain additional golf carts due to the desire of the Authority to maintain social distancing and to replace obsolete equipment. Six (6) carts will be utilized at Bull Creek Golf Course and two (2) carts will be utilized at Oxbow Creek Golf Course for 48 month period.

**Analysis:** For Bull Creek Golf Course, the lease agreement will be for 48 months payments totaling \$56,468.16. For Oxbow Creek Golf Course, the leasing period will be for 48 months totaling \$18,822.77.

**Financial Considerations:** At the end of the lease term the Authority will have the option to purchase the carts for \$8.00 each.

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

**Recommendations/Actions:** Approve a resolution to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Yamaha Motor Finance Corporation, USA.

**A RESOLUTION**

Item #4.

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

**A RESOLUTION AUTHORIZING THE LEASE PURCHASE OF GOLF CARTS FROM YAMAHA MOTOR FINANCE CORPORATION, USA IN THE AMOUNT OF \$75,290.93. SIX (6) CARTS WILL BE UTILIZED AT BULL CREEK GOLF COURSE AND TWO (2) CARTS WILL BE UTILIZED AT OXBOW CREEK GOLF COURSE. THE PURCHASE WILL BE MADE PURSUANT TO A 48 MONTH LEASE AGREEMENT WITH AN OPTION TO PURCHASE AT THE END OF THE TERM.**

**WHEREAS**, the golf carts are required to replace obsolete carts and accommodate high demands for the golf course facilities and the social distancing requirements due to COVID-19.

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

That the City Manager is hereby authorized to enter into a lease purchase agreement on behalf of the Columbus Golf Authority to acquire golf carts from Yamaha Motor Finance Corporation, USA in the amount of \$75,290.93. Six (6) carts will be utilized at Bull Creek Golf Course and two (2) carts will be utilized at Oxbow Creek Golf Course. Funds are available in the FY22 Budget as follows: Bull Creek Golf Course Fund – Bull Creek – Operations - Equipment Rental/Lease; 0755-630-2100-6543 and Oxbow Creek Golf Course Fund – Oxbow – Maintenance – Equipment Rental/Lease; 0756-640-2200-6543. The City Manager, the Golf Director and their designees shall be authorized to execute the necessary documentation for this transaction.

\_\_\_\_\_  
Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Davis voting   | _____. |
| Councilor Garrett voting | _____. |
| Councilor House voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

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

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





YAMAHA MOTOR FINANCE CORPORATION, U.S.A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

April 4, 2022

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF AUTHORITY  
7333 LYNCH RD  
MIDLAND, GA 31820

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 6-YU2A  
Yamaha golf cars. The documents enclosed in the package include the following:

Equipment Schedule #211565  
Request for Insurance  
Certificate of Acceptance  
Invoice For First Payment

OTHER Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation

**LEASE WITH PURCHASE OPTION EXHIBIT A****EQUIPMENT SCHEDULE # 211565****Item #4.**Dated **April 4, 2022**

1. This Schedule covers the following property ("Equipment"):

**6-YU2A GOLF CARS**

2. Location of Equipment:

**BULL CREEK GOLF COURSE****7333 LYNCH RD****COLUMBUS, GA 31820**3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2022** and shall consist of **48** months from the first day of the month following said date.

4. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$1,176.42 (APPLICABLE TAXES TO BE BILLED).****STARTING APRIL 2022 AND ENDING MARCH 2026. DUE THE 28TH DAY OF****THE MONTH AS FOLLOWS:**

|                   |                   |                   |                   |                   |
|-------------------|-------------------|-------------------|-------------------|-------------------|
| Apr-22 \$1,176.42 | Jan-23 \$1,176.42 | Jan-24 \$1,176.42 | Jan-25 \$1,176.42 | Jan-26 \$1,176.42 |
| May-22 \$1,176.42 | Feb-23 \$1,176.42 | Feb-24 \$1,176.42 | Feb-25 \$1,176.42 | Feb-26 \$1,176.42 |
| Jun-22 \$1,176.42 | Mar-23 \$1,176.42 | Mar-24 \$1,176.42 | Mar-25 \$1,176.42 | Mar-26 \$1,176.42 |
| Jul-22 \$1,176.42 | Apr-23 \$1,176.42 | Apr-24 \$1,176.42 | Apr-25 \$1,176.42 |                   |
| Aug-22 \$1,176.42 | May-23 \$1,176.42 | May-24 \$1,176.42 | May-25 \$1,176.42 |                   |
| Sep-22 \$1,176.42 | Jun-23 \$1,176.42 | Jun-24 \$1,176.42 | Jun-25 \$1,176.42 |                   |
| Oct-22 \$1,176.42 | Jul-23 \$1,176.42 | Jul-24 \$1,176.42 | Jul-25 \$1,176.42 |                   |
| Nov-22 \$1,176.42 | Aug-23 \$1,176.42 | Aug-24 \$1,176.42 | Aug-25 \$1,176.42 |                   |
| Dec-22 \$1,176.42 | Sep-23 \$1,176.42 | Sep-24 \$1,176.42 | Sep-25 \$1,176.42 |                   |
|                   | Oct-23 \$1,176.42 | Oct-24 \$1,176.42 | Oct-25 \$1,176.42 |                   |
|                   | Nov-23 \$1,176.42 | Nov-24 \$1,176.42 | Nov-25 \$1,176.42 |                   |
|                   | Dec-23 \$1,176.42 | Dec-24 \$1,176.42 | Dec-25 \$1,176.42 |                   |

5. The optional purchase price for the purchase of the Equipment at the expiration of this Agreement shall be **\$48.00**

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay an assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **March 11, 2022** between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Interest rate of 4.2%

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSEE: COLUMBUS CONSOLIDATED GOVERNMENT,**  
**DBA COLUMBUS GOLF AUTHORITY**
**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**By: \_\_\_\_\_  
SignatureBy: \_\_\_\_\_  
SignatureName: \_\_\_\_\_  
Type or PrintName: Craig Hewitt  
Type or Print

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

President

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

Item #4.

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS\_CFInsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

April 4, 2022

ADDRESS:

*Please Reference our Quote#* 211565

PHONE/FAX

EMAIL

RE: BULL CREEK GOLF COURSE

(Customer) Account #

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

## YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

6-YU2A GOLF CARS

COLUMBUS CONSOLIDATED GOVERNMENT, DBA

(Customer)

Equipment Location:

7333 LYNCH RD

COLUMBUS, GA 31820

By:

(Signature of Authorized Officer)

Title:

# CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 211565  
 dated April 4, 2022 to the Master Lease Agreement dated  
March 11, 2022 between Yamaha Motor Finance Corporation, U.S.A.  
 (the "Lessor") and COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF AUTHORITY  
 (the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

| QUANTITY         | EQUIPMENT<br>TYPE/MODEL | SERIAL<br>NUMBER  | NEW/USED | LOCATION  |
|------------------|-------------------------|-------------------|----------|---|
| 6-YU2A GOLF CARS |                         | See<br>Attachment | NEW      | BULL CREEK GOLF COURSE<br>7333 LYNCH RD<br>COLUMBUS, GA 31820 |

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

**COLUMBUS CONSOLIDATED GOVERNMENT,  
DBA COLUMBUS GOLF AUTHORITY**  
 as Lessee

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

Name: \_\_\_\_\_

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



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.  
3362 Momentum Place  
Chicago, IL 60689-5333

Item #4.

**INVOICE NUMBER: MAN 211565**

*Date Prepared: 04/4/2022*

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GO  
7333 LYNCH ROAD  
MIDLAND, GA 31820

| <i>Due Date</i>               | <i>Quote No</i> | <i>Description</i>  | <i>Amount Due</i> |
|-------------------------------|-----------------|---|-------------------|
|                               | 211565          | 6-YU2A GOLF CARS for Municipal Lease<br>Cars located at: BULL CREEK GOLF COURSE |                   |
| 04/28/2022                    |                 | Payment   | \$1,176.42        |
|                               |                 | Payment Tax   | \$0.00            |
| YOUR ACCOUNT BALANCE IS ----- |                 |   | \$1,176.42        |

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 211565**

*Date Prepared: 04/4/2022*

Payment for:

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GO  
7333 LYNCH ROAD  
MIDLAND, GA 31820

211565 1ber

Amount Paid

Date Paid

#  
Check Number



FINANCIAL SERVICES

AMORTIZATION SCHEDULE FOR MUNICIPALITY

MUNICIPAL LEASE AGREEMENT

LESSEE : BULL CREEK GOLF COURSE

EQUIPMENT SCHEDULE # 211565

Item #4.

BULL CREEK GOLF COURSE

Yield:4.200%

Initialed By \_\_\_\_\_

| Mon #          | Due Date   | Payment          | Interest        |
|----------------|------------|------------------|-----------------|
| 1              | 04/28/2022 | 1,176.42         | 174.76          |
| 2              | 05/28/2022 | 1,176.42         | 171.40          |
| 3              | 06/28/2022 | 1,176.42         | 168.03          |
| 4              | 07/28/2022 | 1,176.42         | 164.65          |
| 5              | 08/28/2022 | 1,176.42         | 161.26          |
| 6              | 09/28/2022 | 1,176.42         | 157.85          |
| 7              | 10/28/2022 | 1,176.42         | 154.44          |
| 8              | 11/28/2022 | 1,176.42         | 151.01          |
| 9              | 12/28/2022 | 1,176.42         | 147.57          |
| 10             | 01/28/2023 | 1,176.42         | 144.12          |
| 11             | 02/28/2023 | 1,176.42         | 140.66          |
| 12             | 03/28/2023 | 1,176.42         | 137.19          |
| 13             | 04/28/2023 | 1,176.42         | 133.70          |
| 14             | 05/28/2023 | 1,176.42         | 130.21          |
| 15             | 06/28/2023 | 1,176.42         | 126.70          |
| 16             | 07/28/2023 | 1,176.42         | 123.18          |
| 17             | 08/28/2023 | 1,176.42         | 119.65          |
| 18             | 09/28/2023 | 1,176.42         | 116.10          |
| 19             | 10/28/2023 | 1,176.42         | 112.55          |
| 20             | 11/28/2023 | 1,176.42         | 108.98          |
| 21             | 12/28/2023 | 1,176.42         | 105.40          |
| 22             | 01/28/2024 | 1,176.42         | 101.81          |
| 23             | 02/28/2024 | 1,176.42         | 98.21           |
| 24             | 03/28/2024 | 1,176.42         | 94.59           |
| 25             | 04/28/2024 | 1,176.42         | 90.96           |
| 26             | 05/28/2024 | 1,176.42         | 87.32           |
| 27             | 06/28/2024 | 1,176.42         | 83.67           |
| 28             | 07/28/2024 | 1,176.42         | 80.01           |
| 29             | 08/28/2024 | 1,176.42         | 76.33           |
| 30             | 09/28/2024 | 1,176.42         | 72.64           |
| 31             | 10/28/2024 | 1,176.42         | 68.94           |
| 32             | 11/28/2024 | 1,176.42         | 65.23           |
| 33             | 12/28/2024 | 1,176.42         | 61.50           |
| 34             | 01/28/2025 | 1,176.42         | 57.76           |
| 35             | 02/28/2025 | 1,176.42         | 54.01           |
| 36             | 03/28/2025 | 1,176.42         | 50.25           |
| 37             | 04/28/2025 | 1,176.42         | 46.47           |
| 38             | 05/28/2025 | 1,176.42         | 42.69           |
| 39             | 06/28/2025 | 1,176.42         | 38.88           |
| 40             | 07/28/2025 | 1,176.42         | 35.07           |
| 41             | 08/28/2025 | 1,176.42         | 31.24           |
| 42             | 09/28/2025 | 1,176.42         | 27.40           |
| 43             | 10/28/2025 | 1,176.42         | 23.55           |
| 44             | 11/28/2025 | 1,176.42         | 19.68           |
| 45             | 12/28/2025 | 1,176.42         | 15.81           |
| 46             | 01/28/2026 | 1,176.42         | 11.91           |
| 47             | 02/28/2026 | 1,176.42         | 8.01            |
| 48             | 03/28/2026 | 1,176.42         | 4.09            |
| <b>Totals:</b> |            | <b>56,468.16</b> | <b>4,397.48</b> |



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.  
6555 KATELLA AVENUE CYPRESS, CALIFORNIA 90630-5101 800-551-2994 FAX 714-761-7363

April 4, 2022

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF AUTHORITY  
7333 LYNCH RD  
MIDLAND, GA 31820

Dear Yamaha Customer:

Enclosed you will find the documentation for your lease of 2-YU2A  
Yamaha golf cars. The documents enclosed in the package include the following:

Master Lease Agreement  
Equipment Schedule #212013  
Request for Insurance  
Certificate of Acceptance  
Invoice For First Payment  
ACH Form Required\_\_\_ Optional\_\_x  
OTHER\_\_\_\_\_Municipal Amortization

Please have these documents signed by an Authorized Officer and return them to me via fax or email. Our fax number is 714-761-7363.

The insurance form should be forwarded to your insurance company and a copy returned to us with the other documentation.

If the city requires the use of **Purchase Orders**, please provide one with your documents. However, if they are not required please include a signed statement on official city letterhead stating that a purchase order will not be required for this transaction.

We appreciate your continued business and thank you for choosing us to service your leasing needs. If you should have any questions, please give us a call at 800-551-2994.

Sincerely,

Stacey L. Stankey

Yamaha Motor Finance Corporation





## **MUNICIPAL MASTER LEASE AGREEMENT**

Edited



YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

MASTER LEASE AGREEMENT dated March 11, 2022, between **YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**, having its principal place of business at 6555 Katella Avenue, Cypress, California 90630 ("Lessor"), and **COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF AUTHORITY** having its principal office at **7333 LYNCH ROAD, MIDLAND, GA 31820** ("Lessee").

Lessor and Lessee hereby agree as follows:

1. Lease of Equipment. Lessor leases to Lessee the equipment described on each attached Equipment Schedule (the "Equipment"), on the terms and conditions of this Lease, the applicable Equipment Schedule, and each rider attached hereto.
2. Term. The term of this lease for the Equipment described on a particular Equipment Schedule shall commence on the date set forth on such Equipment Schedule and shall continue for the number of months indicated on such Equipment Schedule.
3. Rent. Lessee shall pay Lessor rent for the Equipment ("Rent") in the amounts and at the times set forth on the applicable Equipment Schedule. The amount of the Rent has been determined by amortizing the purchase price of the applicable Equipment (using the prices quoted in the Request for Proposal identified on the applicable Equipment Schedule ("RFP")), together with an interest factor at the rate specified in the applicable Equipment Schedule.
4. Selection, Delivery, and Acceptance. Lessee shall select the Equipment and take delivery thereof directly from Lessor or an authorized dealer of Lessor (the "Dealer"). All costs of delivery are the sole responsibility of Lessee. Lessor shall not be liable for any loss or damage resulting from the delay or failure to have any Equipment available for delivery. Lessee shall inspect the Equipment to determine that the Equipment is as ordered and has been equipped and prepared in accordance with the RFP and any prior instructions given in writing by Lessee to Lessor or Dealer. Lessee shall accept the Equipment if it meets the criteria set forth in the preceding sentence and shall execute and deliver to Lessor or Dealer a Certificate of Acceptance, in form and substance satisfactory to Lessor, within 7 days of the delivery of the Equipment or the Equipment will be deemed accepted by the Lessee. For all purposes of this Lease, acceptance is conclusively established by Lessee's execution and delivery of a Certificate of Acceptance provided by Lessor. Lessee authorizes Lessor to insert in each Equipment Schedule the serial numbers and other identifying data of the Equipment.
5. Location, and Inspection. Lessee shall not move the Equipment from the locations specified in the applicable Equipment Schedule without Lessor's prior written consent. Lessor and its representatives shall have the right from time to time during business hours to enter upon the premises where the Equipment is located to inspect the Equipment and Lessee's records to confirm Lessee's compliance with this Lease.
6. Care, Use, and Maintenance. Lessee shall, at its expense, at all times during the term of this Lease, keep the Equipment clean, serviced, and maintained in good operating order, repair, condition, and appearance in accordance with Lessor's manuals and other instructions received from Lessor. Lessee will not use or operate the Equipment, or permit the Equipment to be used or operated, in violation of any law, ordinance or governmental regulations. The Equipment will be used and operated only as golf cars. Lessee shall safely store the Equipment when not in use and properly secure it at night and such other times when the golf course on which the Equipment is used is closed to play, and Lessee shall be solely responsible for such storage and safekeeping. If the Equipment is electrical, Lessee shall provide sufficient and adequate electrical charging outlets and water facilities for the batteries which are a part of the Equipment.
7. Insurance. Effective upon delivery of the Equipment to Lessee and until the Equipment is returned to Lessor as provided herein, Lessee relieves Lessor of responsibility for all risk of physical damage to or loss or destruction of all the Equipment, howsoever caused. During the continuance of this Master Lease, Lessee shall at its own expense, cause to be carried and maintained with respect to each item of Equipment designated in each Equipment Schedule, public liability insurance in an amount of not less than \$1,000,000, and casualty insurance, in each case in amounts and against risk customarily insured against by Lessee in similar equipment and, in amounts and against risk acceptable to Lessor. All policies with respect to such insurance shall name Lessor as additional insured and as loss payee, and shall provide for at least thirty (30) days' prior written notice by the underwriter or insurance company to Lessor in the event of cancellation or expiration of any such policies. Lessee shall furnish appropriate evidence of such insurance to Lessor. Lessee shall bear the entire risk of loss, theft, destruction or damage to the Equipment from any cause whatsoever and shall not be relieved of the obligation to pay the total of the monthly payments or any other obligation hereunder because of any such occurrence. In the event of damage to any item of Equipment leased hereunder, Lessee, at its sole expense, shall immediately place the same in good repair and operating condition. In no event shall Lessor be liable for any loss of profit, damage, loss, defect or failure of any item of Equipment or the time which may be required to recover, repair, service, or replace the item of Equipment. Lessee will agree to accept a letter of self-insurance for property coverage in place of the above.
8. Storage. Lessee shall store the Equipment in such a manner as to prevent theft or damage from weather and vandalism.
9. Title. Title to the Equipment shall at all times remain with the Lessor. Lessee acquires only the interests of Lessee expressly described in this Lease, the applicable Equipment Schedule, and the riders attached hereto. Lessee shall not remove, move, or cover over in any manner any serial number on the Equipment. Lessee shall keep all Equipment free from any marking or labeling which might be interpreted as a claim of ownership thereof by Lessee or any party other than Lessor or anyone so claiming through Lessor. Lessor is hereby authorized by Lessee, at Lessor's expense, to cause this Master Lease, any Equipment Schedule or any statement or other instrument in respect of any Equipment Schedule as may be required by law showing the interest of Lessor in the Equipment to be filed and Lessee hereby authorizes Lessor or its agent to sign and execute on its behalf any and all necessary UCC-1 forms for such purpose. Lessor and Lessee hereby intend this transaction to be a lease. In the event that for any reason it is not deemed a lease, the Lessee hereby grants Lessor a security interest in the property shown on the Equipment Schedule.
10. Warranties. The Equipment is warranted only in accordance with the manufacturer's warranty. EXCEPT AS EXPRESSLY PROVIDED IN THE MANUFACTURER'S WARRANTY, LESSOR DISCLAIMS ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND NON-INTERFERENCE.

11. Alterations and Attachments. Lessee may, with Lessor's prior written consent, make such cosmetic modifications to the Equipment as Lessee may deem desirable in the conduct of its business; provided, however, that such alterations shall not diminish the value or utility of the Equipment, or cause the loss of any warranty thereon or any certification necessary for the maintenance thereof; and provided, further, that such modification shall be removable without causing damage to the Equipment. Upon return of the Equipment to Lessor, Lessee shall, if Lessor so elects, remove such modifications which have been made and shall restore the Equipment to its original condition, normal wear and tear and depreciation excepted.

12. Taxes. Lessee shall cooperate with Lessor in all reasonable respects necessary in order for Lessor to qualify for any exemption or exclusion from personal property tax on the equipment or sales or use tax on the leasing of the Equipment to Lessee hereunder. In the event that any such tax becomes payable by Lessor during the term of this Lease, Lessee shall pay to Lessor as additional rent, promptly on receipt of Lessor's invoice therefor, an amount equal to such tax. Lessee shall collect and remit any and all sales, use, and other taxes payable in any state, county, or city in respect of the rental or other use of the Equipment by Lessee.

13. Indemnity; Notice of Claim. To the extent permitted by applicable law, Lessee shall be liable for, and hereby indemnifies Lessor and holds Lessor harmless from and against, any and all claims, costs, expenses, damages, losses, and liabilities arising in any way from the gross negligence or willful misconduct of Lessee or Lessee's agents and independent contractors, or their respective employees, agents or representatives. Lessee shall give Lessor prompt written notice of any claim arising out of the possession, leasing, renting, operation, control, use, storage, or disposition of the Equipment and shall cooperate in all reasonable respects at Lessee's expense in investigating, defending, and resolving such claim.

14. Return of Equipment. Upon the termination of an Equipment Schedule for any reason, unless Lessee is thereupon purchasing the Equipment from Lessor, Lessee shall make the Equipment available for inspection and pick up by Lessor or Dealer at Lessee's location at which the Equipment was used hereunder. The Equipment shall be returned to Lessor at the termination of this Lease in the same operating order, repair, condition, and appearance as when received by Lessee, less normal depreciation and wear and tear (which shall not include damaged or missing tires or wheels).

15. Defaults. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Lease:

- (a) Default by Lessee in the payment of any installment of rent or other charge payable by Lessee under any Equipment Schedule as and when the same becomes due and payable; or
- (b) Default by Lessee in the performance of any other material term, covenant or condition of this Lease or any Equipment Schedule or the inaccuracy in any material respect of any representation or warranty made by the Lessee in this Lease or any Equipment Schedule, or in any document or certificate furnished to the Lessor in connection therewith, which default or inaccuracy shall continue for a period of 10 days after notice; ; or
- (c) A petition under the Bankruptcy Code or under any other insolvency law providing for the relief of debtors shall be filed by or against Lessee; or
- (d) The voluntary or involuntary making of any assignment of a substantial portion of its assets by Lessee for the benefit of creditors shall occur; a receiver or trustee for Lessee or for Lessee's assets shall be appointed; or any formal or informal proceeding for dissolution, liquidation, settlement of claims against or winding up of the affairs of Lessee shall be commenced; or
- (e) Lessee shall default under any other lease or agreement between Lessee and Lessor [or any of its assignees hereunder]; or
- (f) Lessee shall suffer a material adverse change in its financial condition from the date hereof, and as a result thereof Lessor deems itself or any of the Equipment to be insecure.

16. Remedies. Upon the occurrence of an Event of Default, Lessor, at its option, may pursue any one or more of the following remedies, in such order or manner as Lessor determines, each such remedy being cumulative and not exclusive of any other remedy provided herein or under applicable law:

- (a) terminate all or any portion of the Equipment Schedules to this Lease;
- (b) with or without terminating this Lease, take possession of the Equipment, with or without judicial process, Lessee hereby granting Lessor the right and license to enter upon Lessee's premises where the Equipment is located for such purpose;
- (c) proceed by appropriate court action, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease, or to recover from Lessee any and all damages or expenses, , which Lessor shall have sustained by reason of Lessee's default in any covenant or covenants of this Lease, or on account of Lessor's enforcement of its remedies thereunder; without limiting any other damages to which Lessor may be entitled, Lessor shall be entitled upon an Event of Default to damages in an amount equal to all Rent then due but unpaid, plus the aggregate amount of Rent thereafter coming due for the remaining term of this Lease, plus Lessor's costs and expenses of pursuing its remedies hereunder (including, without limitation), minus all amounts received by Lessor after using reasonable efforts to sell or re-lease the Equipment after repossession or from any guaranty by the Dealer or any third-party; and
- (d) sell the Equipment or enter into a new lease of the Equipment.

It is hereby agreed that no delay by Lessor in pursuing any remedy shall be treated as a waiver of or limitation on such remedy or any other remedy.

17. Assignment. Neither Lessee nor Lessor shall transfer, assign, or sublease (except for rentals to players as contemplated hereunder in the ordinary course of business), or create, incur, assume, or permit to exist any security interest, lien, or other encumbrance on, the Equipment, this Lease, or any interest of Lessee therein.

18. Lessee's Representations and Warranties. Lessee represents and warrants to Lessor that: (a) Lessee has the authority under applicable law to enter into and perform this Lease and each Equipment Schedule and rider hereto; (b) Lessee has taken all necessary action to authorize its execution, delivery, and performance of this Lease and each Equipment Schedule and rider hereto; (c) the Lease and each Equipment Schedule and rider hereto have been duly executed and delivered by an authorized signatory of Lessee and constitute Lessee's legal, valid, and binding obligations, enforceable in accordance with their terms; and (d) adequate funds have been budgeted and appropriated to enable Lessee to make all payments required under each Equipment Schedule to this Lease during the first twelve months of the term hereof

19. Non-Appropriation of Funds. Notwithstanding anything contained in this Lease to the contrary, in the event no funds or insufficient funds are budgeted and appropriated or are otherwise unavailable by any means whatsoever for Rent due under the Lease with respect to a Equipment

Schedule in any fiscal period after the period in which the term of the lease with respect to such Equipment Schedule commences, Lessee immediately notify Lessor in writing of such occurrence and the Lessee's obligations under the Lease shall terminate on the last day of the fiscal period for which appropriations have been received or made without penalty or expense to Lessee, except as to (i) the portions of Rent for which funds shall have been budgeted and appropriated or are otherwise available and (ii) Lessee's other obligations and liabilities under the Lease relating to the period, or accruing or arising, prior to such termination. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor on the date of such termination in the manner set forth in the Lease and Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel the Lease and the Lease shall not terminate under the provisions of this section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment or services performing functions similar to the functions of the Equipment for the fiscal period in which such termination would have otherwise occurred or for the next succeeding fiscal period, and (ii) that it will not during the Lease term give priority in the application of funds to any other functionally similar equipment or to services performing functions similar to the functions of the Equipment. This section is not intended to permit Lessee to terminate the Lease in order to purchase, lease, rent or otherwise acquire the use of any other equipment or services performing functions similar to the functions of the Equipment, and if the Lease terminates pursuant to this section, Lessee agrees that prior to the end of the fiscal period immediately following the fiscal period in which such termination occurs, it will not so purchase, lease, rent or otherwise acquire the use of any such other equipment or services.

20. **Binding Effect; Successors and Assigns.** This lease and each Equipment Schedule and rider hereto shall be binding upon and shall inure to the benefit of Lessor and Lessee and their respective successors and permitted assigns. All agreements and representations of Lessee contained in this Lease or in any document delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Lease and the expiration or other termination of this Lease.

21. **Notices.** Any notice, request or other communication to either party by the other shall be given in writing and shall be deemed received only upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular mail to Lessor or Lessee, as the case may be, at the address for such party set forth in this agreement or at such changed address as may be subsequently submitted by written notice of either party.

22. **Governing Law.** This Lease and each Equipment Schedule and rider hereto shall be governed by and construed in accordance with the laws of the State where Lessee's principal administrative offices are located without giving effect to the conflicts of laws principles of such state.

23. **Severability.** In the event any one or more of the provisions of this Lease or any Equipment Schedule or rider hereto shall for any reason be prohibited or unenforceable in any jurisdiction, any such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

24. **Signed Counterparts.** The parties agree that this Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Lease. Notwithstanding any other provision of this Lease, the sole original of this Lease shall be the Lease bearing the stamped or manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Lease/Agreement.

25. **Article 2A.** To the fullest extent permitted by applicable law, Lessee waives any and all rights and remedies conferred by Sections 2A-508 through 2A-522 of Article 2A of the Uniform Commercial Code in effect in the state designated in Section 22 above, except to the extent that such right or remedy is expressly granted to Lessee herein.

26. **Statute of Limitations.** Any action by Lessee against Lessor or Dealer for any breach or default under this Lease must be commenced within one year after the cause of action accrues.

27. **Entire Agreement.** This Lease and all Equipment Schedules and riders hereto constitute the entire agreement between Lessor and Lessee with respect to the subject matter hereof, and there are no agreements, representations, warranties, or understandings with respect to such subject matter except as expressly set forth herein and therein. No alternation or modification of this Lease or any Equipment Schedule or rider hereto shall be effective unless it is in writing and signed by Lessor and Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed on the date first above written.

Columbus Consolidated  
Government, dba Columbus Golf

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A. as Lessor**

Authority as Lessee

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

Print Name: \_\_\_\_\_

Print Name: **CRAIG HEWITT**

Title: \_\_\_\_\_ City Manager \_\_\_\_\_

**PRESIDENT**

**LEASE WITH PURCHASE OPTION EXHIBIT A****EQUIPMENT SCHEDULE # 212013****Item #4.**Dated **April 4, 2022**

1. This Schedule covers the following property ("Equipment"):

**2-YU2A GOLF CARS**

2. Location of Equipment:

**OXBOW GOLF COURSE****3491 S. LUMPKIN RD****COLUMBUS, GA 31903**3. The Lease Terms for the Equipment described herein shall commence on **April 28, 2022** and shall consist of **48** months from the first day of the month following said date.

4. Payments on the Equipment shall be due on the following schedule.

Schedule of Payments:

**48 MONTHLY PAYMENTS IN THE AMOUNT OF \$392.14 (APPLICABLE TAXES TO BE BILLED).****STARTING APRIL 2022 AND ENDING MARCH 2026. DUE THE 28TH DAY OF****THE MONTH AS FOLLOWS:**

|                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|
| Apr-22 \$392.14 | Jan-23 \$392.14 | Jan-24 \$392.14 | Jan-25 \$392.14 | Jan-26 \$392.14 |
| May-22 \$392.14 | Feb-23 \$392.14 | Feb-24 \$392.14 | Feb-25 \$392.14 | Feb-26 \$392.14 |
| Jun-22 \$392.14 | Mar-23 \$392.14 | Mar-24 \$392.14 | Mar-25 \$392.14 | Mar-26 \$392.14 |
| Jul-22 \$392.14 | Apr-23 \$392.14 | Apr-24 \$392.14 | Apr-25 \$392.14 |                 |
| Aug-22 \$392.14 | May-23 \$392.14 | May-24 \$392.14 | May-25 \$392.14 |                 |
| Sep-22 \$392.14 | Jun-23 \$392.14 | Jun-24 \$392.14 | Jun-25 \$392.14 |                 |
| Oct-22 \$392.14 | Jul-23 \$392.14 | Jul-24 \$392.14 | Jul-25 \$392.14 |                 |
| Nov-22 \$392.14 | Aug-23 \$392.14 | Aug-24 \$392.14 | Aug-25 \$392.14 |                 |
| Dec-22 \$392.14 | Sep-23 \$392.14 | Sep-24 \$392.14 | Sep-25 \$392.14 |                 |
|                 | Oct-23 \$392.14 | Oct-24 \$392.14 | Oct-25 \$392.14 |                 |
|                 | Nov-23 \$392.14 | Nov-24 \$392.14 | Nov-25 \$392.14 |                 |
|                 | Dec-23 \$392.14 | Dec-24 \$392.14 | Dec-25 \$392.14 |                 |

5. The optional purchase price for the purchase of the Equipment at the expiration of this Agreement shall be **\$16.00**

6. Other Terms:

Lessee agrees to reimburse Lessor, who shall pay an assessed property taxes due on the equipment leased pursuant to section 6.2 of the Master Lease Agreement dated **March 11, 2022** between the parties (the "Lease").

Yamaha Motor Corporation, U.S.A., Lessor and their respective subsidiaries are not obligated to perform or provide any maintenance or service, under any circumstances, under the terms of the Lease. Maintenance and service are the responsibility of the Lessee. Failure by Lessee to maintain or service the equipment consistent with the terms of the Lease shall not relieve Lessee of the responsibilities under the Lease.

Interest rate is at 4.2%

Signed Counterparts: The parties agree that this Exhibit A to the Lease may be signed in counterparts, that delivery of an executed counterpart of the signature page to this Exhibit A to the Lease by fax, email or other electronic means shall be as effective as delivery of a manually executed counterpart, and any failure to deliver the original manually executed counterpart sent by fax, email or other electronic means shall not affect the validity, enforceability or binding effect of this Exhibit A to the Lease. Notwithstanding any other provision of the Lease, the sole original of this Exhibit A to the lease and the Lease shall be the ones bearing the manually executed signature of the Lessor. The Lessee, by making any payment required under this Lease, ratifies all of the terms of this Exhibit A to the Lease and the Lease.

Master Lease: This Exhibit A to the Lease, Equipment Schedule, are issued pursuant to the Lease. Capitalized terms used herein and not otherwise defined shall have the meanings given them in the Lease.

All terms and conditions, representations and warranties of the Lease are hereby ratified and incorporated herein and made a part hereof as if they were expressly set forth in this Exhibit A, Equipment Schedule and this Exhibit A, Equipment Schedule, constitutes a separate lease with respect to the Equipment described herein.

**LESSEE: COLUMBUS CONSOLIDATED GOVERNMENT,**  
**DBA COLUMBUS GOLF AUTHORITY**
**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**By: \_\_\_\_\_  
SignatureBy: \_\_\_\_\_  
SignatureName: \_\_\_\_\_  
Type or PrintName: Craig Hewitt  
Type or Print

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

President

# YAMAHA MOTOR FINANCE CORPORATION, U.S.A. ("Yamaha")

Item #4.

6555 Katella Avenue, Cypress, CA 90630  
(800) 551-2994, Fax (714) 761-7363

E-MAIL: YMFUS\_CFInsurance@yamaha-motor.com

NAME OF INSURANCE AGENT:

April 4, 2022

ADDRESS:

*Please Reference our Quote#* 212013

PHONE/FAX

EMAIL

RE: OXBOW GOLF COURSE

**(Customer) Account #** \_\_\_\_\_

The Customer has leased or will be leasing equipment from Yamaha.

The Customer is required to provide Yamaha with the following insurance coverage:

"All Risk" Property Insurance covering the property owned by or in which Yamaha has a security interest, in an amount not less than the full replacement cost of the property, with Yamaha Motor Finance Corp., U.S.A., its successors and assigns named as **LOSS PAYEE**

Public Liability Insurance naming Yamaha Motor Finance Corp., U.S.A., its successors and assigns as an **ADDITIONAL INSURED** with the proceeds to be payable first on the behalf of Yamaha to the extent of its liability, if any. The amount of the Public Liability Insurance **shall not be less than \$1,000,000.00** combined single limit.

Each policy shall provide that: (i) Yamaha will be given not less than thirty (30) days prior written notice of cancellation or non-renewal, (ii) it is primary insurance and any other insurance covering Yamaha shall be secondary or excess of the policy and (iii) in no event shall the policy be invalidated as against Yamaha or its assigns for any violation of any term of the policy or the Customer's application therefore.

A Certificate evidencing such coverage should be mailed to Yamaha at the following address.

## YAMAHA MOTOR FINANCE CORPORATION, U.S.A.

Attn: Commercial Finance Group  
6555 Katella Ave  
Cypress, CA 90630

Your prompt attention will be appreciated.

Very Truly Yours,

Equipment Covered:

2-YU2A GOLF CARS

COLUMBUS CONSOLIDATED GOVERNMENT, DBA

(Customer)

Equipment Location:

3491 S. LUMPKIN RD

COLUMBUS, GA 31903

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

(Signature of Authorized Officer)

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

## CERTIFICATE OF ACCEPTANCE

This certificate is executed pursuant to Equipment Schedule No. 212013  
dated April 4, 2022 to the Master Lease Agreement dated  
March 11, 2022 between Yamaha Motor Finance Corporation, U.S.A.  
(the "Lessor") and COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF AUTHORITY  
(the "Lessee").

The Lessee hereby certifies that the Equipment set forth below, as also described in the above Equipment Schedule, has been delivered and accepted by the Lessee on the Commencement Date shown below.

| QUANTITY         | EQUIPMENT<br>TYPE/MODEL | SERIAL<br>NUMBER  | NEW/USED | LOCATION  |
|------------------|-------------------------|-------------------|----------|---|
| 2-YU2A GOLF CARS |                         | See<br>Attachment | NEW      | OXBOW GOLF COURSE<br>3491 S. LUMPKIN RD<br>COLUMBUS, GA 31903 |

ADDITIONAL CONDITIONS/SPECIAL TERMS:

Please return this certificate as your acknowledgment of the above Commencement Date and acceptability of the Equipment.

COLUMBUS CONSOLIDATED GOVERNMENT,  
DBA COLUMBUS GOLF AUTHORITY  
as Lessee

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

Name: \_\_\_\_\_

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





PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.  
3362 Momentum Place  
Chicago, IL 60689-5333

Item #4.

**INVOICE NUMBER: MAN 212013**

*Date Prepared: 04/4/2022*

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GO  
7333 LYNCH ROAD  
MIDLAND, GA 31820

| <i>Due Date</i>               | <i>Quote No</i> | <i>Description</i>   | <i>Amount Due</i> |
|-------------------------------|-----------------|--|-------------------|
|                               | 212013          | 2-YU2A GOLF CARS for Municipal Lease<br>Cars located at: OXBOW GOLF COURSE |                   |
| 04/28/2022                    |                 | Payment  | \$392.14          |
|                               |                 | Payment Tax  | \$0.00            |
| YOUR ACCOUNT BALANCE IS ----- |                 |  | \$392.14          |

Please return the bottom portion with your remittance. Include the lease number on your check. FOR BILLING QUESTIONS, CALL YAMAHA Commercial Finance AT 1-800-551-2994.



PLEASE SEND YOUR PAYMENTS TO:

YAMAHA MOTOR FINANCE CORP., U.S.A.  
3362 Momentum Place  
Chicago, IL 60689-5333

**INVOICE NUMBER MAN 212013**

*Date Prepared: 04/4/2022*

Payment for:

COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GO  
7333 LYNCH ROAD  
MIDLAND, GA 31820

212013 1ber

Amount Paid

Date Paid

#  
Check Number

**RECITALS**

Yamaha Motor Finance Corporation, U.S.A. ("Yamaha"), located at 6555 Katella Ave, Cypress, CA 90630, seeks to provide Customer with the ability to make payments electronically through the Automated Clearing House system ("ACH System") to the Account, as defined below, in satisfaction of Customer's payment obligations to Yamaha and Customer desires to use the ACH System to transfer funds from the Account, as defined below, to Yamaha in satisfaction of its payment obligations in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained and other good and valuable consideration, receipt and sufficiency of which the parties hereto acknowledge, it is hereby agreed as follows:

1. **Customer's Account.** Customer shall complete the attached Authorization Agreement for Direct Payments form ("Application"), and allow Yamaha to initiate debit entries through the ACH System to Customer's Account, as defined below, to collect amounts owed by Customer to Yamaha. Customer shall provide certain information required by the Application, including information regarding Customer's bank and bank account (the "Account") through which Yamaha will initiate the debit entries authorized pursuant to this Agreement. Customer will immediately complete and deliver to Yamaha an updated Authorization Agreement from time to time if any information regarding the Account is changed or is inaccurate. Yamaha will thereupon enter such new information regarding the Account into the ACH System. Customer will execute such agreements that are required by Customer's bank to allow Yamaha to initiate the debit entries to Account, and to receive the corresponding payments.

2. **Authorization for ACH Payment.** By entering into this Agreement, Customer irrevocably authorizes Yamaha during the term of their Equipment Schedule, to initiate debit entries through the ACH System to the Account to pay Customer's obligations, and to take possession of funds in the Account for application to such obligations. If a Customer's debit transaction is rejected by the Customer's bank for reasons such as non-sufficient funds, Yamaha shall have the right to charge Customer's Account a fee of Fifty Dollars (\$50) to cover administrative costs associated with the rejected payment.

3. **Limitation of Liability for ACH System.** Yamaha will not be liable for the act or omission of any Automated Clearing House, financial institution, or any person who has obtained unauthorized access to the ACH System. Customer acknowledges that if any error occurs in the ACH System debiting process, and Customer will immediately notify Yamaha if the amount of any debit entry which Yamaha initiates exceeds the amount owed by Customer. Customer agrees, however, that Yamaha's liability for any such error will be limited to a credit by Yamaha to the Account in the amount of the entry which exceeds the amount owed by Customer, and in no event will Yamaha be liable to Customer for any consequential, special or incidental damages.

4. **Notices.** Any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States certified mail, return receipt requested, to Yamaha unless another address is substituted by notice delivered or sent as provided herein. Any such notice will be deemed given when received.

5. **Termination.** This agreement, if required by Yamaha as a credit condition of the account, will only be terminated at the end of the term of the Equipment Schedule or after all payments on the Equipment Schedule have been satisfied. If not a credit condition requirement, Yamaha or Customer may terminate this agreement at any time by giving thirty (30) days prior written notice to the other party.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to conflicts of law principles thereof. Any disputes, claims and controversies arising out of or directly or indirectly relating to this Agreement, or the breach, invalidity or termination thereof, shall be settled by binding arbitration to be held in Orange County, California.

7. **Entire Agreement.** This Agreement embodies the entire agreement of the parties with respect to the subject matter hereof, and supersedes all previous negotiations, representations, and agreements with respect hereto, and shall be binding upon the parties hereto. This Agreement may be amended only by a writing signed by both parties. In the event that any provision of this Agreement shall be held invalid, illegal or otherwise unenforceable for any reason in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of any such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. Customer cannot assign this Agreement without Yamaha's prior written consent. Headings are used for reference purposes only, and are not part of this Agreement. The failure by either party to enforce or take advantage of any provision hereof shall not constitute a waiver of the right subsequently to enforce or take advantage of such provisions. The parties may rely on any facsimile copy, electronic data transmission or electronic data storage of this Agreement, which will be deemed an original, and the best evidence thereof, for all purposes.

Address for Deliver of Notice:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue, Cypress, CA 90630

Attention: Stacey Stankey, Assistant Department Manager

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Item #4.

Customer Name COLUMBUS CONSOLIDATED GOVERNMENT, DBA COLUMBUS GOLF

AUTHORITY

Customer Number 6415899

Contact Phone Number \_\_\_\_\_

I (we) hereby authorize Yamaha Motor Finance Corporation, U.S.A., and its affiliates hereinafter called Yamaha, to initiate debit entries to my (our)

- ☐ Checking Account or  
☐ Savings Account

Indicated below at the depository financial institution named below, hereafter called Depository, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_

Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Routing Number \_\_\_\_\_

Bank Account Number \_\_\_\_\_

☐ Please indicate with a check-mark that there is no debit blocking on your account that would prevent Yamaha from debiting your account according to the provisions of the ACH agreement.

This authorization is to remain in full force and effect and can only be terminated under the terms provided under Paragraph 5.

By signing below, Customer acknowledges its agreement to the terms of the ACH / Online Payments Agreement set forth on the reverse side of this document.

Name(s) \_\_\_\_\_ (Please Print)

Position(s) \_\_\_\_\_ (Please Print)  
(must be an owner or officer of the company)

Signature(s) \_\_\_\_\_

Date \_\_\_\_\_

**INSTRUCTIONS FOR ESTABLISHING ACH ACCOUNT:**

Please forward this executed agreement, along with a voided check, to the following address:

Yamaha Motor Finance Corporation, U.S.A.  
6555 Katella Avenue  
Cypress, CA 90630  
Or Fax to 714-761-7363



**GUARANTEE OF NET BOOK VALUE AGREEMENT  
SCHEDULE "A" # 212013**

Item #4.

**FINANCIAL SERVICES**

**OXBOW CREEK**

**Models : 2 Units**

**Initialed By**

**Per Car Information**

| # of Units | Model   | Retail per Unit | Residual per Unit |
|------------|---------|-----------------|-------------------|
| 2          | YU2AW1X | 8,686.42        | 8.00              |

|                              |          |
|------------------------------|----------|
| <b>Retail:</b>               | 8,686.42 |
| <b>Wholesale:</b>            |          |
| <b>Residual:</b>             | 8.00     |
| <b>Payment:</b>              | 196.07   |
| <b>Actual # of Payments:</b> | 48       |

**Payoff Schedule**

| Mon #          | Due Date   | Payment          | Funding/<br>Residual | Service<br>Charge | Principal/<br>Adjustment | Balance   |
|----------------|------------|------------------|----------------------|-------------------|--------------------------|-----------|
|                |            |                  |                      |                   | Total Financed           | 17,372.84 |
| 1              | 04/28/2022 | 392.14           | 17,372.84            | 58.25             | 333.89                   | 17,038.95 |
| 2              | 05/28/2022 | 392.14           | 0.00                 | 57.13             | 335.01                   | 16,703.95 |
| 3              | 06/28/2022 | 392.14           | 0.00                 | 56.01             | 336.13                   | 16,367.82 |
| 4              | 07/28/2022 | 392.14           | 0.00                 | 54.88             | 337.26                   | 16,030.56 |
| 5              | 08/28/2022 | 392.14           | 0.00                 | 53.75             | 338.39                   | 15,692.17 |
| 6              | 09/28/2022 | 392.14           | 0.00                 | 52.62             | 339.52                   | 15,352.65 |
| 7              | 10/28/2022 | 392.14           | 0.00                 | 51.48             | 340.66                   | 15,011.99 |
| 8              | 11/28/2022 | 392.14           | 0.00                 | 50.34             | 341.80                   | 14,670.18 |
| 9              | 12/28/2022 | 392.14           | 0.00                 | 49.19             | 342.95                   | 14,327.24 |
| 10             | 01/28/2023 | 392.14           | 0.00                 | 48.04             | 344.10                   | 13,983.14 |
| 11             | 02/28/2023 | 392.14           | 0.00                 | 46.89             | 345.25                   | 13,637.88 |
| 12             | 03/28/2023 | 392.14           | 0.00                 | 45.73             | 346.41                   | 13,291.47 |
| 13             | 04/28/2023 | 392.14           | 0.00                 | 44.57             | 347.57                   | 12,943.90 |
| 14             | 05/28/2023 | 392.14           | 0.00                 | 43.40             | 348.74                   | 12,595.16 |
| 15             | 06/28/2023 | 392.14           | 0.00                 | 42.23             | 349.91                   | 12,245.25 |
| 16             | 07/28/2023 | 392.14           | 0.00                 | 41.06             | 351.08                   | 11,894.17 |
| 17             | 08/28/2023 | 392.14           | 0.00                 | 39.88             | 352.26                   | 11,541.92 |
| 18             | 09/28/2023 | 392.14           | 0.00                 | 38.70             | 353.44                   | 11,188.48 |
| 19             | 10/28/2023 | 392.14           | 0.00                 | 37.52             | 354.62                   | 10,833.85 |
| 20             | 11/28/2023 | 392.14           | 0.00                 | 36.33             | 355.81                   | 10,478.04 |
| 21             | 12/28/2023 | 392.14           | 0.00                 | 35.13             | 357.01                   | 10,121.04 |
| 22             | 01/28/2024 | 392.14           | 0.00                 | 33.94             | 358.20                   | 9,762.83  |
| 23             | 02/28/2024 | 392.14           | 0.00                 | 32.74             | 359.40                   | 9,403.43  |
| 24             | 03/28/2024 | 392.14           | 0.00                 | 31.53             | 360.61                   | 9,042.82  |
| 25             | 04/28/2024 | 392.14           | 0.00                 | 30.32             | 361.82                   | 8,681.00  |
| 26             | 05/28/2024 | 392.14           | 0.00                 | 29.11             | 363.03                   | 8,317.97  |
| 27             | 06/28/2024 | 392.14           | 0.00                 | 27.89             | 364.25                   | 7,953.72  |
| 28             | 07/28/2024 | 392.14           | 0.00                 | 26.67             | 365.47                   | 7,588.25  |
| 29             | 08/28/2024 | 392.14           | 0.00                 | 25.44             | 366.70                   | 7,221.55  |
| 30             | 09/28/2024 | 392.14           | 0.00                 | 24.21             | 367.93                   | 6,853.63  |
| 31             | 10/28/2024 | 392.14           | 0.00                 | 22.98             | 369.16                   | 6,484.47  |
| 32             | 11/28/2024 | 392.14           | 0.00                 | 21.74             | 370.40                   | 6,114.07  |
| 33             | 12/28/2024 | 392.14           | 0.00                 | 20.50             | 371.64                   | 5,742.43  |
| 34             | 01/28/2025 | 392.14           | 0.00                 | 19.25             | 372.89                   | 5,369.55  |
| 35             | 02/28/2025 | 392.14           | 0.00                 | 18.00             | 374.14                   | 4,995.41  |
| 36             | 03/28/2025 | 392.14           | 0.00                 | 16.75             | 375.39                   | 4,620.02  |
| 37             | 04/28/2025 | 392.14           | 0.00                 | 15.49             | 376.65                   | 4,243.37  |
| 38             | 05/28/2025 | 392.14           | 0.00                 | 14.23             | 377.91                   | 3,865.46  |
| 39             | 06/28/2025 | 392.14           | 0.00                 | 12.96             | 379.18                   | 3,486.28  |
| 40             | 07/28/2025 | 392.14           | 0.00                 | 11.69             | 380.45                   | 3,105.83  |
| 41             | 08/28/2025 | 392.14           | 0.00                 | 10.41             | 381.73                   | 2,724.11  |
| 42             | 09/28/2025 | 392.14           | 0.00                 | 9.13              | 383.01                   | 2,341.10  |
| 43             | 10/28/2025 | 392.14           | 0.00                 | 7.85              | 384.29                   | 1,956.81  |
| 44             | 11/28/2025 | 392.14           | 0.00                 | 6.56              | 385.58                   | 1,571.23  |
| 45             | 12/28/2025 | 392.14           | 0.00                 | 5.27              | 386.87                   | 1,184.36  |
| 46             | 01/28/2026 | 392.14           | 0.00                 | 3.97              | 388.17                   | 796.19    |
| 47             | 02/28/2026 | 392.14           | 0.00                 | 2.67              | 389.47                   | 406.72    |
| 48             | 03/28/2026 | 392.14           | 0.00                 | 1.36              | 390.78                   | 15.95     |
| 49             | 04/28/2026 | 0.00             | 16.00                | 0.05              | 15.95                    | 0.00      |
| <b>Totals:</b> |            | <b>18,822.72</b> |                      | <b>1,465.88</b>   | <b>17,372.84</b>         |           |

**File Attachments for Item:****5. Lease Purchase of Equipment for City Golf Courses**

Approval is requested to enter into 3 lease purchases to facilitate the lease purchase of three 2021 4066M John Deere tractors from Deere Credit, Inc. For Bull Creek Golf Course, the lease agreements will be for 60 months payments totaling \$77,088.53. For Oxbow Creek Golf Course, the leasing period will be for 60 months totaling \$38,544.27.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #5.

|                            |  |
|----------------------------|--|
| <b>TO:</b>                 | Mayor and Councilors   |
| <b>AGENDA<br/>SUBJECT:</b> | <b>Lease Purchase of Equipment for City Golf Courses</b>   |
| <b>AGENDA<br/>SUMMARY:</b> | Approval is requested to enter into 3 lease purchases to facilitate the lease purchase of three 2021 4066M John Deere tractors from Deere Credit, Inc. For Bull Creek Golf Course, the lease agreements will be for 60 months payments totaling \$77,088.53. For Oxbow Creek Golf Course, the leasing period will be for 60 months totaling \$38,544.27. |
| <b>INITIATED BY:</b>       | <b>Golf Authority</b>  |

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**Recommendation:** Approval is requested to enter into 3 lease purchases to facilitate the lease purchase of three 2021 4066M John Deere tractors from Deere Credit, Inc.

**Background:** There is a need at the golf facilities for three tractors to be used to maintain the courses. Two (2) tractors will be utilized at Bull Creek Golf Course and one (1) tractor will be utilized at Oxbow Creek Golf Course for a 60-month period.

**Analysis:** For Bull Creek Golf Course, the lease agreements will be for 60 months payments totaling \$77,088.53. For Oxbow Creek Golf Course, the leasing period will be for 60 months totaling \$38,544.27.

**Financial Considerations:** At the end of the lease term the Authority will have the option to purchase the tractors carts for \$1.00 each.

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

**Recommendations/Actions:** Approve a resolution to enter into a lease purchase agreement to facilitate the lease purchase of golf carts from Deere Credit, Inc.

**A RESOLUTION**

Item #5.

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

**A RESOLUTION AUTHORIZING THE LEASE PURCHASE OF TRACTORS FROM DEERE CREDIT, IN THE AMOUNT OF \$115,632.80. TWO (2) TRACTORS WILL BE UTILIZED AT BULL CREEK GOLF COURSE AND ONE (1) TRACTOR WILL BE UTILIZED AT OXBOW CREEK GOLF COURSE. THE PURCHASE WILL BE MADE PURSUANT TO A 60 MONTH LEASE AGREEMENT WITH AN OPTION TO PURCHASE AT THE END OF THE TERM.**

**WHEREAS**, three 2021 model 4066M John Deere tractors are needed for golf course maintenance at the Bull Creel and Oxbow Creek golf courses.

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

That the City Manager is hereby authorized to enter into a lease purchase agreement on behalf of the Columbus Golf Authority to acquire golf carts from Deere Credit in the amount of \$115,632.80. Two (2) tractors will be utilized at Bull Creek Golf Course and one (1) carts will be utilized at Oxbow Creek Golf Course. Funds are available in the FY22 Budget as follows: Bull Creek Golf Course Fund – Bull Creek – Operations - Equipment Rental/Lease; 0755-630-2100-6543 and Oxbow Creek Golf Course Fund – Oxbow – Maintenance – Equipment Rental/Lease; 0756-640-2200-6543. The City Manager, the Golf Director and their designees shall be authorized to execute the necessary documentation for this transaction.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Davis voting   | _____. |
| Councilor Garrett voting | _____. |
| Councilor House voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

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

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





|  |  |
|--|--|
| <b>Lessee:</b>   | <b>COLUMBUS CONSOLIDATED GOVERNMENT</b><br>7333 LYNCH RD, , MIDLAND, GA 31820-4021             |
| <b>Lessor:</b>   | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>TH</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |
| This Master Lease-Purchase Agreement ("Master Agreement") is entered into between Deere Credit, Inc., as Lessor ("we", "us" or "our"), and the Lessee identified above ("you" or "your"). "Schedule" shall mean any Lease Schedule signed by you and us, which incorporates the terms of this Master Agreement. "Lease" shall mean this Master Agreement and any Schedule. |  |

**TERMS AND CONDITIONS**

- 1. Lease Term; Payments.** You agree to lease from us the property ("Equipment") described in each Schedule for the Lease Term. The Lease Term will begin on the Lease Term Start Date and end on the Lease Term End Date. All attachments and accessories itemized on the Schedule and all replacements, parts and repairs to the Equipment shall form part of the Equipment. A Schedule is not accepted by us until we sign it, even if you have made a payment to us. You agree to remit to us the Lease Payments indicated in the Schedule and all other amounts when due and payable each Billing Period, even if we do not send you a bill or an invoice. Except as otherwise provided in Section 2 of this Master Agreement, **YOUR PAYMENT OBLIGATIONS ARE ABSOLUTE AND UNCONDITIONAL, AND ARE NOT SUBJECT TO CANCELLATION, REDUCTION OR SETOFF FOR ANY REASON WHATSOEVER.**
- 2. Non-Appropriation of Funds.** You intend to remit to us all Lease Payments and other payments for the full Lease Term if funds are legally available. In the event you are not granted an appropriation of funds at any time during the Lease Term for the Equipment or for equipment which is functionally similar to the Equipment and operating funds are not otherwise available to you to remit Lease Payments and other payments due and to become due under the Lease, and there is no other legal procedure or available funds by or with which payment can be made to us, and the non-appropriation did not result from an act or omission by you, you shall have the right to return the Equipment in accordance with Section 8 of this Master Agreement and terminate the Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to you, except as to the portion of the Lease Payments for which funds shall have been appropriated and budgeted. At least thirty (30) days prior to the end of your fiscal period, your chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the fiscal period, (b) such non-appropriation did not result from any act or failure to act by you, and (c) you have exhausted all funds legally available to pay Lease Payments. If you terminate the Lease because of a non-appropriation of funds, you may not, to the extent permitted by applicable law, purchase, lease, or rent, during the subsequent fiscal period, equipment performing the same functions as, or functions taking the place of, those performed by the Equipment. This Section 2 shall not permit you to terminate the Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the application for which the Equipment is intended.
- 3. Taxes.** Although you may be exempt from the payment of certain taxes, you agree to pay us when invoiced (a) all sales, use, rental, gross receipts and all other taxes which may be imposed on the Equipment or its use, and (b) all taxes and governmental charges associated with the ownership, use or possession of the Equipment including, but not limited to, personal property and ad valorem taxes ("Taxes"). Taxes do not include those measured by our net income. If applicable law requires tax returns or reports to be filed by you, you agree to promptly file such tax returns and reports and deliver copies to us. You agree to keep and make available to us all tax returns and reports for Taxes paid by you.
- 4. Security Interest Missing Information.** For the duration of this Agreement, we shall retain title to the equipment, and you (a) grant us and our affiliates a security interest in the Equipment (and all proceeds) to secure all of your obligations under the Lease and any other obligations, which you may have, to us or any of our affiliates, and (b) authorize us to file financing statements naming you as debtor. You agree to keep the Equipment free and clear of liens and encumbrances, except those in our favor, and promptly notify us if a lien or encumbrance is placed or threatened against the Equipment. You irrevocably authorize us, at any time, to (a) insert or correct information on the Lease, including your correct legal name, serial numbers and Equipment descriptions; (b) submit notices and proofs of loss for any required insurance; and (c) endorse your name on remittances for insurance and Equipment sale or lease proceeds. Notwithstanding any other election you make, you agree that (1) we can access any information regarding the location, maintenance, operation and condition of the Equipment; (2) you irrevocably authorize anyone in possession of that information to provide all of the that information to us upon our request; (3) you will not disable or otherwise interfere with any information gathering or transmission device within or attached to the Equipment; and (4) we may reactivate any such device.
- 5. Equipment Maintenance, Operation and Use.** You agree to (a) not move the Equipment to another county or state without notifying us within 30 days; (b) operate and maintain the Equipment in accordance with all (1) laws, ordinances and regulations, (2) manuals and other instructions issued by the manufacturer(s) and supplier(s), and (3) insurance policy terms and requirements; (c) perform (at your expense) all maintenance and repairs necessary to keep the Equipment in as good a condition as when delivered to you, reasonable wear excepted; (d) not install any accessory or device on the Equipment which affects the value, useful life or the originally intended function or use of the Equipment in any way, unless it can be removed without damaging the Equipment; (e) allow us and our agent(s) to inspect the Equipment and all of your records related to its use, maintenance and repair, at any reasonable time; (f) keep any metering device installed on the Equipment connected and in good working condition at all times; (g) affix and maintain, in a prominent place on the Equipment, any labels, plates or other markings we may provide to you; and (h) not permit the Equipment to be used by, or to be in the possession of, anyone other than you or your employees or workers under staff supervision.
- 6. Insurance.** You agree to provide a Certificate of self insurance in substantially the form attached as Exhibit A to this Agreement. You also agree to provide proof that the equipment is scheduled for coverage on your property and casualty policy.
- 7. Loss or Damage.** Until the Equipment is returned to us in satisfactory condition, you are responsible for all risk of loss, damage, theft, destruction or seizure of the Equipment (an "Event of Loss"). You must promptly notify us of any Event of Loss. If the Equipment can be repaired or replaced, you agree to promptly repair or replace the Equipment, at your cost, and the terms of the Lease will continue to apply.

**ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

If the Equipment cannot be repaired or replaced, you agree to immediately pay us the Principal Balance, as determined by us as of the day before such Event of Loss occurred. Upon receipt of the Principal Balance, we will transfer to you (or the insurance company) all of our right, title and interest in such item(s) of Equipment (each, an "Item") AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE. All insurance proceeds must be paid directly to us, and we may apply any excess insurance proceeds to any other amounts you owe us.

**8. Return of Equipment.** If a Schedule is terminated for any reason including, but not limited to, a non-appropriation of funds pursuant to Section 2 of this Master Agreement, you agree to return all Equipment to the nearest John Deere dealer that sells equipment substantially similar to the Equipment, at your expense and in satisfactory condition, along with all use, maintenance and repair records. Equipment is in satisfactory condition if it is in as good a condition as when the Equipment was delivered to you, reasonable wear excepted.

**9. Default.** You will be in default if: (a) you fail to remit to us any Lease Payment or other payment when due; (b) you breach any other provision of the Lease and fail to cure such breach within 10 days; (c) a default occurs under any other agreement between you and us (or any of our affiliates); or (d) you fail to maintain the insurance required by Section 6. Time is of the essence under the Lease.

**10. Remedies.** If a default occurs, we may, to extent permitted by applicable law, do one or more of the following: (a) declare any other agreements between you and us (or any of our affiliates) in default; (b) terminate any of your rights (but none of your obligations) under any Lease and any other agreement between you and us (or any of our affiliates); (c) require you to return the Equipment in the manner outlined in Section 8, or take possession of the Equipment; (d) lease or sell the Equipment or any portion thereof at a public or private sale; (e) apply the net proceeds we receive from any sale, lease or other disposition of the Equipment (after deducting all of our costs and expenses) to your obligations under the Lease, with you remaining liable for any deficiency; (f) exercise any other remedy available at law or in equity; and (g) take on your behalf (at your expense) any action required by the Lease which you fail to take. These remedies are cumulative, are in addition to any other remedies provided for by law, and may be exercised concurrently or separately. Any failure or delay by us to exercise any right shall not operate as a waiver of any other right or future right.

**11. Assignment.** You will not assign, pledge or otherwise transfer any of your rights or interests in the Lease or any Equipment without our prior written consent. Any assignment without our consent will be void. We may assign the Lease or our interest in the Equipment at any time without notice to you and without your consent. We may provide information about you to any prospective assignee or participant. You agree not to assert against our assignees any claims, offsets or defenses which you may have against us provided however you shall retain the right to assert such claims, offsets or defenses against us.

**12. Representations and Warranties.** You represent and warrant to us, as of the date of this Master Agreement and of each Schedule, and covenant to us so long as the Lease is in effect, that: (a) you are a State, or a political subdivision thereof, for purposes of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) any documents required to be delivered in connection with the Lease (collectively, the "Documents") have been duly authorized by you in accordance with all applicable laws, rules, ordinances, and regulations; (c) the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body, and hold the offices indicated below their signatures; (d) the Equipment is essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and shall be used during the Lease Term only by you and only to perform such function; (e) you intend to use the Equipment for the entire Lease Term and shall take all necessary action to include in your annual budget any funds required to fulfill your obligations each fiscal period during the Lease Term; (f) you have complied fully with all applicable law governing open meetings, public bidding and appropriations, required in connection with the Lease and the debt under applicable state law; (g) your obligations to remit Lease Payments and other amounts due and to become due under the Lease constitute a current expense and not a debt under applicable state law; (h) all financial information you have provided is true and a reasonable representation of your financial condition; (i) you shall maintain a complete and accurate account of all assignments of the Lease in the form sufficient to comply with book entry requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time; and (k) you shall comply with the information reporting requirements of Section 149(e) of the Code. Such compliance shall include, but not be limited to, the execution of 8038-G or 8038-GC Information Returns.

**13. Indemnity.** As between the two parties, and to the extent permitted by law, you are responsible for all Claims. Claims are defined as losses, damage, claims, injuries to or the death of an individual, ("Claims"), incurred or asserted against us by any person, related to the use, condition or possession of the Equipment while in your possession and on your premises. You agree that you will not bring or make any action against us arising from a Claim, however, you will promptly notify us of all Claims made. This provision shall continue for a period of two years beyond the termination of a Schedule for acts or omissions which occurred during the Lease Term.

**14. Time Price.** You understand that the Equipment may be purchased for cash or it may be purchased pursuant to the terms of the Lease for a Time Price equal to the sum of (1) all Lease Payments due and to become due thereunder, and (2) the Origination Fee. By executing the Lease, you have chosen to purchase the Equipment for that Time Price. You and we intend to comply with all applicable laws. In no event will we charge or collect any amounts in excess of those allowed by applicable law. In the event any amount in excess of that allowed by law is charged or recovered, any such charge will be deemed limited by the amount legally allowed and any amount received by us in excess of that legally allowed will be applied by us to the payment of amounts legally allowed under the Lease, or refunded to you.

**15. Miscellaneous.** WE HAVE NOT MADE, AND DO NOT MAKE, ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR OTHERWISE. WE ARE NOT LIABLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES. You acknowledge that no supplier or dealer of the Equipment is an agent of ours, or authorized to act for or bind us. You agree not to withhold any amount you owe us if you believe you have a claim against us, or any Equipment supplier(s) or manufacturer(s), but to pursue that claim independently. Any claim you have against us must be made within two years after the event that caused it. All notices must be in writing and will be deemed given 5 days after mailing to the intended recipient at its address indicated above, unless changed by a notice given in accordance with this Section. Each Lease supersedes and replaces all prior understandings and communications (oral or written) concerning the subject matter thereof. Except as otherwise provided in Section 10(c), no part of any Lease can be amended, waived or terminated except by a writing signed by both you and us. Any part of this Master Agreement may be signed in separate counterparts that, together, will constitute one document. If a court finds any part of this Master Agreement to be invalid or unenforceable, the remainder of this Master Agreement will remain in effect. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

**16. Governing Law; Jurisdiction; Venue. EACH LEASE WILL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF GEORGIA, without regard to its conflict of laws provisions. You irrevocably submit to the non-exclusive jurisdiction and venue of federal and state courts located in Muscogee County, Georgia and will not claim it is an inconvenient forum for legal action. YOU AND WE IRREVOCABLY WAIVE ANY RIGHT YOU AND WE MAY HAVE TO A JURY TRIAL.**

**17.** You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance

**ADDITIONAL TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT**

and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

THE TERMS OF THIS MASTER AGREEMENT SHOULD BE READ CAREFULLY BEFORE SIGNING BECAUSE ONLY THESE WRITTEN TERMS ARE ENFORCEABLE NO OTHER TERMS OR ORAL PROMISES MAY BE LEGALLY ENFORCED. BY SIGNING THIS MASTER AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS MASTER AGREEMENT. THIS MASTER AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN YOU AND US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**LESSEE****COLUMBUS CONSOLIDATED GOVERNMENT**7333 LYNCH RD,  
MIDLAND, GA 31820-4021

By:



JIM ARENDT, DIRECTOR

Date:

**LESSOR****DEERE CREDIT, INC.**6400 NW 86<sup>th</sup> ST, PO BOX 6600  
JOHNSTON, IA 50131-6600

By:

Date:

**COLUMBUS CONSOLIDATED GOVERNMENT  
P.O. BOX 1340  
COLUMBUS, GEORGIA 31902-1340**

**CERTIFICATE OF INSURANCE**

This CERTIFICATE is issued as a matter of information only and confers no rights upon the CERTIFICATE holder.

This CERTIFICATE does not amend, extend or alter the coverage afforded by the programs listed below.

**EFFECTIVE DATE:** \_\_\_\_\_, 2022

**ISSUED TO:**

**EXPIRATION DATE:** \_\_\_\_\_, 2022

**NAME OF INSURED:**

**COLUMBUS CONSOLIDATED GOVERNMENT**

**COMPANIES AFFORDING COVERAGE:**

**SELF-INSURED.** The Columbus Consolidated Government is a qualified self-insurer as set forth in Georgia Statutes

**NAME AND ADDRESS OF THIRD PARTY ADMINISTRATOR:**

**RISK MANAGEMENT SERVICES  
P.O. BOX 1340  
COLUMBUS, GEORGIA 31902**

This is to certify that the programs of insurance listed below are in force at this time. Notwithstanding any requirements, term or condition of any contract or other document with respect to which this CERTIFICATE may be issued or may pertain, the insurance afforded by the programs described herein is subject to all the terms, exclusions, and conditions of such programs.

**CANCELLATION:** Should any of the below described programs be changed or canceled before the expiration date thereof, the Columbus Consolidated Government will endeavor to mail 30 days written notice to the above named CERTIFICATE holder, but failure to mail such notices shall impose no obligation or liability of any kind upon the Columbus Consolidated Government Programs.

**GENERAL LIABILITY:**

Type of insurance:

**COMPREHENSIVE FORM**

Policy Number:

**SELF-INSURED**

Policy Expiration Date:

**CONTINUOUS**

Limits of Liability

**\$1,000,000 (SEE REMARKS)**

**REMARKS:** The Columbus Consolidated Government of Columbus GA is self insured with respect to any public liability claims arising in an amount no greater than \$500,000, but only to the extent that its liabilities are not extinguished by the protection of Sovereign Immunity afforded it as a local government under the Constitution and laws of the State of Georgia.

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** It is hereby understood and agreed that the coverage afforded under this certificate of insurance applies only with respect to

**OTHER:** The Columbus Consolidated Government is a qualified self-insurer as set forth in the Georgia Statutes.

**DATE OF ISSUE:** \_\_\_\_\_, 2022  
**Finance Director**

**AUTHORIZED REPRESENTATIVE:** Angelica Alexander,



**JOHN DEERE**  
**FINANCIAL**

Item #5.

## Lease Schedule

|                            |                 |
|----------------------------|-----------------|
| Lease Schedule No.         | 0120761         |
| Master Lease Agreement No. | 001-0120761-000 |

|                             |  |
|-----------------------------|--|
| Lessee:<br>(Name & Address) | <b>COLUMBUS CONSOLIDATED GOVERNMENT</b><br>7333 LYNCH RD., MIDLAND, GA 31820-4021              |
| Lessor:                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

### EQUIPMENT INFORMATION

| Year               | Make                                   | Equipment Description | Serial Number  | Engine Hour Meter | Cash Price      |
|--------------------|--|-----------------------|--|-------------------|-----------------|
| 2021               | JD                                     | 4066M TRACTOR         | 1LV4066MKNN104599  | 0                 | \$33,578.84     |
| 2021               | JD                                     | 4066M TRACTOR         | 1LV4066MCNN104548  | 0                 | \$33,578.83     |
| 2021               | JD                                     | 4066M TRACTOR         | 1LV4066MLNN104545  | 0                 | \$33,578.83     |
|                    |  |                       |  |                   |                 |
|                    |  |                       |  |                   |                 |
| Equipment Location | 7333 LYNCH RD, MIDLAND, GA, 31820-4021 |                       | OUTSIDE city limits: <input checked="" type="checkbox"/> |                   | MUSCOGEE COUNTY |

### LEASE TERM

| Lease Term Start Date | Lease Term End Date | # Of Payments | Lease Payment | *Sales/Use Tax | Total Lease Payment |
|-----------------------|---------------------|---------------|---------------|----------------|---------------------|
| 04/15/2022            | 04/15/2027          | 20            | \$5,781.59    | \$0.00         | \$5,781.59          |
|                       |                     |               |               |                |                     |

\*If part of the regular scheduled lease payment

### PAYMENT TERMS

### PAYMENT DUE AT SIGNING

| Due Date | 1 <sup>st</sup> Payment Due Date | Billing Period  | Advance Lease** Payment  | \$5,781.59 |
|----------|----------------------------------|---|--|------------|
| 15       |                                  | <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Semi-Annual <input type="checkbox"/> Annual | **Advance Lease Payment includes the first 1 and last 0 Lease Payment(s) |            |

"Master Agreement" shall mean the above referenced Master Lease-Purchase Agreement. "Schedule" shall mean this Lease Schedule. "Lease" shall mean this Schedule and the Master Agreement. All of the terms and conditions set forth in the Master Agreement and any amendment, addendum, schedule or attachment thereto or hereto are hereby incorporated into and made a part of this Schedule.

**Lease Payments.** Remit the Lease Payments (and applicable sales, use and property taxes) on the dates noted above and all other amounts when due to: DEERE CREDIT, INC., P.O. Box 4450, Carol Stream, IL 60197-4450.

**Purchase Option.** You may purchase the Equipment at the end of the Lease Term for \$1, provided (1) you are not in default, and (2) we receive all amounts you owe us on or before the Lease Term End Date (the "Purchase Option"). Upon exercise of the Purchase Option, we will (a) transfer to you all of our right, title and interest in such item(s) of Equipment AS-IS, WHERE-IS, WITHOUT ANY WARRANTY AS TO CONDITION OR VALUE, and (b) release our security interest in the Equipment.

**Representations and Warranties.** You represent and warrant to us, as of the date you signed this Schedule, that (1) the Equipment was selected by you; (2) the Equipment (including all manufacturer manuals and instructions) has been delivered to, and examined by, you; (3) the safe operation and the proper servicing of the Equipment were explained to you; (4) you received the written warranty applicable to the Equipment and understand that your rights under the written warranty may be limited; (5) the Equipment is unconditionally and irrevocably accepted by you as being suitable for its intended use; (6) the Equipment is in good condition and repair (operating and otherwise); (7) the Equipment shall be used only for the purpose indicated herein; (8) all information provided to us by you is true and correct.

You acknowledge and agree that: (1) we did not select, manufacture or supply any of the Equipment; (2) we acquired the Equipment at your direction; (3) you selected the supplier of the Equipment; (4) you are entitled to all manufacturer warranties ("Warranty Rights") and we assign all Warranty Rights to you, to the extent assignable; (5) you may request an accurate and complete statement of the Warranty Rights, including any disclaimers and limitations, directly from the manufacturer; and (6) you assign to us all your rights (but none of your obligations) under all purchase orders, purchase agreements or similar documents relating to the Equipment. You waive all rights and remedies conferred upon a lessee under Sections 508 – 522 of Article 2A of the Uniform Commercial Code.

**Miscellaneous.** You agree that we can access any information regarding the location, maintenance, operation and condition of the Equipment, and you irrevocably authorize anyone in possession of such information to provide all of that information to us upon our request. You also agree to not disable or otherwise interfere with any information-gathering or transmission device within or attached to the Equipment. You permit us to monitor and record telephone conversations between you and us. By providing any telephone number, including a mobile phone number, to us, any of our affiliates or any debt collectors we retain, we, such affiliates and such retained debt collectors can contact you using that number, including calls using an automatic dialing and announcing device and prerecorded calls, and that such calls are not "unsolicited" under state or federal law. All of our rights under each Lease shall remain in effect after the expiration of the Lease Term or termination of the Schedule.

You acknowledge and agree that, if You execute this Lease Agreement with your electronic signature, (a) you are signifying your intent to enter into this Lease Agreement and that this Lease Agreement be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this Lease Agreement using your written signature, and (b) this Lease Agreement is an electronic record executed by you using your electronic signature. You agree that unless the authoritative electronic copy of this Lease Agreement ("Authoritative Copy") is converted to paper and marked as the original by us (the "Paper Contract"), the Authoritative Copy shall at all times reside in a document management system designated by us for the

storage of authoritative copies of electronic records (the "DMS"), and shall be deemed held in the ordinary course of business. In the event the Authoritative Copy is converted to a Paper Contract, you acknowledge and agree that (1) your signing of this Lease Agreement also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this Lease Agreement, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract, and (3) your obligations will be evidenced by the Paper Contract alone after such conversion.

Item #5.


## Lease Schedule


|                            |                 |
|----------------------------|-----------------|
| Lease Schedule No.         | 0120761         |
| Master Lease Agreement No. | 001-0120761-000 |

BY SIGNING THIS SCHEDULE, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS SCHEDULE AND THE MASTER AGREEMENT.

**LESSEE**

**COLUMBUS CONSOLIDATED  
GOVERNMENT**  
7333 LYNCH RD  
MIDLAND, GA 31820-4021

By:  \_\_\_\_\_  
JIM ARENDT, DIRECTOR

Date:  \_\_\_\_\_

**LESSOR**

**DEERE CREDIT, INC.**  
6400 NW 86<sup>th</sup> ST, PO BOX 6600  
JOHNSTON, IA 50131-6600

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

Date: \_\_\_\_\_





**JOHN DEERE**  
FINANCIAL

## Amortization Schedule

Item #5.

Lease Schedule No.

0120761

Master Lease-Purchase Agreement No.

001-0120761-000

|                                    |  |                       |                  |                   |                           |
|------------------------------------|--|-----------------------|------------------|-------------------|---------------------------|
| <b>Lessee:</b><br>(Name & Address) | <b>COLUMBUS CONSOLIDATED GOVERNMENT</b><br>7333 LYNCH RD, MIDLAND, GA 31820-4021               |                       |                  |                   |                           |
| <b>Lessor:</b>                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |                       |                  |                   |                           |
| <b>Nominal Annual Rate:</b>        | 4.20%  |                       |                  |                   |                           |
| <b>Payment Number:</b>             | <b>Date:</b>   | <b>Lease Payment:</b> | <b>Interest:</b> | <b>Principal:</b> | <b>Principal Balance:</b> |
| Loan                               | 4/15/2022  |                       |                  |                   | 104,864.50                |
| 1                                  | 4/15/2022  | 5,781.59              | 0.00             | 5,781.59          | 99,082.91                 |
| 2                                  | 7/15/2022  | 5,781.59              | 1,044.02         | 4,737.57          | 94,345.34                 |
| 3                                  | 10/15/2022   | 5,781.59              | 994.10           | 4,787.49          | 89,557.85                 |
| 2022 Totals                        |  | 17,344.77             | 2,038.12         | 15,306.65         |                           |
| 4                                  | 1/15/2023  | 5,781.59              | 943.65           | 4,837.94          | 84,719.91                 |
| 5                                  | 4/15/2023  | 5,781.59              | 892.68           | 4,888.91          | 79,831.00                 |
| 6                                  | 7/15/2023  | 5,781.59              | 841.16           | 4,940.43          | 74,890.57                 |
| 7                                  | 10/15/2023   | 5,781.59              | 789.11           | 4,992.48          | 69,898.09                 |
| 2023 Totals                        |  | 23,126.36             | 3,466.60         | 19,659.76         |                           |
| 8                                  | 1/15/2024  | 5,781.59              | 736.50           | 5,045.09          | 64,853.00                 |
| 9                                  | 4/15/2024  | 5,781.59              | 683.34           | 5,098.25          | 59,754.75                 |
| 10                                 | 7/15/2024  | 5,781.59              | 629.62           | 5,151.97          | 54,602.78                 |
| 11                                 | 10/15/2024   | 5,781.59              | 575.34           | 5,206.25          | 49,396.53                 |
| 2024 Totals                        |  | 23,126.36             | 2,624.80         | 20,501.56         |                           |
| 12                                 | 1/15/2025  | 5,781.59              | 520.48           | 5,261.11          | 44,135.42                 |
| 13                                 | 4/15/2025  | 5,781.59              | 465.05           | 5,316.54          | 38,818.88                 |
| 14                                 | 7/15/2025  | 5,781.59              | 409.03           | 5,372.56          | 33,446.32                 |
| 15                                 | 10/15/2025   | 5,781.59              | 352.42           | 5,429.17          | 28,017.15                 |
| 2025 Totals                        |  | 23,126.36             | 1,746.98         | 21,379.38         |                           |
| 16                                 | 1/15/2026  | 5,781.59              | 295.21           | 5,486.38          | 22,530.77                 |
| 17                                 | 4/15/2026  | 5,781.59              | 237.40           | 5,544.19          | 16,986.58                 |
| 18                                 | 7/15/2026  | 5,781.59              | 178.98           | 5,602.61          | 11,383.97                 |
| 19                                 | 10/15/2026   | 5,781.59              | 119.95           | 5,661.64          | 5,722.33                  |
| 2026 Totals                        |  | 23,126.36             | 831.54           | 22,294.82         |                           |
| 20                                 | 1/15/2027  | 5,781.59              | 60.30            | 5,721.29          | 1.04                      |
| 21                                 | 4/15/2027  | 1.00                  | 0.04-            | 1.04              | 0.00                      |
| 2027 Totals                        |  | 5,782.59              | 60.26            | 5,722.33          |                           |
| Grand Totals                       |  | 115,632.80            | 10,768.30        | 104,864.50        |                           |

[illegible]

## (LETTERHEAD OF LESSEE'S COUNSEL)

(Date) \_\_\_\_\_

Deere Credit, Inc.  
 PO Box 6600  
 Johnston, IA 50131-6600

RE: Master Lease-Purchase Agreement No. \_\_\_\_\_ dated 04/15/2022 (the "Master Lease") and Lease Schedule No. \_\_\_\_\_ dated 04/15/2022 (the "Lease Schedule"), and entered into between COLUMBUS CONSOLIDATED GOVERNMENT ("Lessee") and Deere Credit, Inc., its successors and assigns ("Lessor") (The Master Lease and the Lease Schedule are hereinafter collectively referred to as the "Lease").

Gentlemen and Ladies:

I have acted as counsel to Lessee in connection with the execution and delivery of the Lease by Lessee and, in this capacity, I have reviewed a duplicate original or certified copy of the Lease and such other documents and instruments as I have deemed necessary or appropriate. As counsel for Lessee, I have made such factual inquiries, and have examined or caused to be examined such questions of law as I have considered necessary or appropriate for the purposes of this opinion. Based upon such inquiries, examination and review, I am of the opinion that:

(a) Lessee is the entity indicated on the face of the Lease and is a political subdivision of the state in which it is located. Lessee is duly organized and existing under the Constitution and laws of said state, and is authorized to enter into and to carry out its obligations under the Lease.

(b) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with the Lease and the acquisition of the Equipment.

(c) The Lease has been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules and regulations. The Lease is a valid, legal, binding agreement, enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights.

(d) The person signing the Lease (1) has the authority to do so, (2) is acting with the full authorization of Lessee's governing body, and (3) holds the office indicated below their signature. The signature of the person signing the Lease is genuine.

(e) The execution of the Lease and the appropriation of funds to meet its obligations thereunder do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

(f) The Lease does not constitute a debt of Lessee under applicable state law or a pledge of the tax or general revenues of Lessee.

[LESSEE COUNSEL]

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



**JOHN DEERE**  
FINANCIAL

## Advance Lease Payment Invoice

|            |            |
|------------|------------|
| Due Date:  | 04/15/2022 |
| Total Due: | \$5,781.59 |

| Billing Address:  | Updated Billing Information: |
|---|------------------------------|
| COLUMBUS CONSOLIDATED GOVERNMENT<br>7333 LYNCH RD<br>MIDLAND, GA 31820-4021 |                              |

Please Note: All future invoices will be sent to the billing address shown unless you update your billing information above.

| Master Lease Agreement Number: |      |         |                       |            |                   |                  |                 |                       |
|--------------------------------|------|---------|-----------------------|------------|-------------------|------------------|-----------------|-----------------------|
| App #                          | Mfg. | Model # | Serial Number         | Due Date   | Rental/Tax Amount | Security Deposit | Origination Fee | Advance Lease Payment |
| 246159                         | JD   | 4066M   | 1LV4066MKNN10<br>4599 | 04/15/2022 | \$5,781.59        | \$0.00           | \$0.00          | \$5,781.59            |

| Correspondence Only:   | Remit Checks Payable To:   |
|--|--|
| Deere Credit, Inc.<br>Attn: Lease Administration<br>PO Box 6600<br>Johnston, IA 50131-6600<br><br>Phone: (800) 771-0681 – select “lease” prompt<br>Fax: (800) 254-0020 Lease issues only | Deere Credit, Inc.<br>Attn: Acct. Dept. – ALP Processing<br>PO Box 6600<br>Johnston, IA 50131-6600 |

**TO ENSURE PROPER CREDIT, STAPLE CHECK AND RETURN THIS INVOICE WITH THE LEASE DOCUMENTS.**

**STAPLE ADVANCE LEASE PAYMENT CHECK HERE**

Every Dishonored Check will result in a fee of \$20.00 or an amount not to exceed the highest amount permitted by law.



## Delivery and Acknowledgment



|                                   |                 |
|-----------------------------------|-----------------|
| <b>Lease Schedule No.</b>         | 0120761         |
| <b>Master Lease Agreement No.</b> | 001-0120761-000 |

|                                    |  |
|------------------------------------|--|
| <b>Lessee:</b><br>(Name & Address) | <b>COLUMBUS CONSOLIDATED GOVERNMENT</b><br>7333 LYNCH RD, , MIDLAND, GA 31820-4021             |
| <b>Lessor:</b>                     | <b>DEERE CREDIT, INC.</b><br>6400 NW 86 <sup>th</sup> ST, PO BOX 6600, JOHNSTON, IA 50131-6600 |

Capitalized terms shall have the meanings set forth in the above referenced Master Lease Agreement.

Lessee hereby represents and warrants that: (1) all of the Equipment more fully described in the above referenced Lease Schedule was selected by Lessee; (2) all of the Equipment and the Operator's Manuals have been delivered to, and received by, Lessee; (3) all of the Equipment has been inspected by Lessee and is in good working order; (4) all of the Equipment is unconditionally and irrevocably accepted by Lessee for all purposes under the Lease; (5) the safe operation and the proper servicing of the Equipment have been explained to Lessee; (6) Lessee received the manufacturer's written warranty applicable to the Equipment and Lessee understands that its rights are subject to the limitations outlined therein; (7) no Event of Default has occurred and is continuing; and (8) no material adverse change in the financial or business condition of Lessee has occurred since the date of the last financial statement submitted to Lessor by Lessee.

Signed by Lessee's duly authorized representative on the date shown below.

|   |   |               |   |
|---|---|---------------|---|
| <b>LESSEE</b>   | <b>COLUMBUS CONSOLIDATED GOVERNMENT</b><br>7333 LYNCH RD,<br>MIDLAND, GA 31820-4021 | <b>LESSOR</b> | <b>DEERE CREDIT, INC.</b><br>6400 N.W.86 <sup>th</sup> STREET, PO BOX 6600<br>JOHNSTON, IA 50131-6600 |
| By:      | _____   | By: _____     |   |
|   | JIM ARENDT, DIRECTOR  |               |   |
| Date:  | _____   | Date: _____   |   |

# Automatic Payment Enrollment



- ☐ I accept Autopay enrollment at this time.  
☐ I decline Autopay enrollment at this time.

## **Bank Account Information**

Name of Person or Entity on Bank Account: \_\_\_\_\_

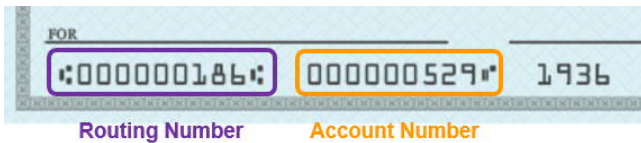
Type of Account: ☐ Checking ☐ Savings

Routing Number # (9 digit): \_\_\_\_\_

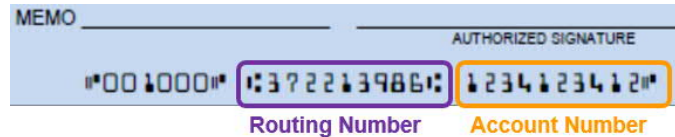
Bank Account Number: \_\_\_\_\_

**Examples:** (a voided check is not required)

### ***Personal Check***



### ***Business Check***



| John Deere Financial<br>Account number / App ID# | Accountholder Name                   | Accountholder<br>Phone Number | Month to begin automatic<br>payments: |
|--|--------------------------------------|-------------------------------|---------------------------------------|
| 13463128   | COLUMBUS CONSOLIDATED<br>GOVERNMENT, |                               |                                       |
|  |                                      |                               |                                       |

## **John Deere Financial Automatic Payment Authorization Form**

My signature authorizes Deere Credit Services, Inc. and its affiliates, ("the Company"), to initiate debit entries to the checking/savings account that I have provided to the Company for the regularly scheduled payments or other amounts owed to the Company on each individual John Deere Financial account referenced. I also authorize the Company to issue credit entries to the checking/savings account as necessary for amounts that may be due to me. This authorization is to remain in full force and effect until canceled by the Company, or by written notification from me, given in such time and manner as to allow the Company a reasonable opportunity to act upon it. If any of the referenced John Deere Financial account is closed due to an Add-On transaction, consolidation or corrected loan agreement and I have recurring payments, this enrollment and banking information will be transferred to my new account(s). I acknowledge that I am subject to the NACHA Operation Rules and Guidelines applicable to electronic debit entries to my bank account.

**I understand any payment due prior to the month I requested above for each individual account must be made in order to be eligible for automatic payment for that account.**

\_\_\_\_\_  
 Bank Account Owner Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Bank Account Owner Phone Number

**File Attachments for Item:****6. 2022 National Science Foundation – Civic Innovation Challenge (CIVIC)**

Approval is requested to submit an application in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept the 2020 National Science Foundation – Civic Innovation Challenge Grant and amend the Multi-Governmental Fund by the amount of the award. There is the possibility of applying with our Georgia Tech research partners or working with our research partner should they apply independently for the second stage in 2023. A total of up to 12 awards in the amount of \$50,000 will be given out for a planning period that comprises Stage 1 and up to 4 awards in the amount of \$1,000,000 for Stage 2. There is no local match required.



**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #6.

|                        |  |
|------------------------|--|
| <b>TO:</b>             | Mayor and Councilors   |
| <b>AGENDA SUBJECT:</b> | <b>2022 National Science Foundation – Civic Innovation Challenge (CIVIC)</b>   |
| <b>AGENDA SUMMARY:</b> | Approval is requested to submit an application in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept the 2020 National Science Foundation – Civic Innovation Challenge Grant and amend the Multi-Governmental Fund by the amount of the award. There is the possibility of applying with our Georgia Tech research partners or working with our research partner should they apply independently for the second stage in 2023. A total of up to 12 awards in the amount of \$50,000 will be given out for a planning period that comprises Stage 1 and up to 4 awards in the amount of \$1,000,000 for Stage 2. There is no local match required. |
| <b>INITIATED BY:</b>   | <b>Information Technology</b>  |

**Recommendation:** Approval is requested to submit an application in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept the 2022 National Science Foundation – Civic Innovation Challenge Grant and amend the Multi-Governmental Fund by the amount of the award. There is the possibility of applying with our Georgia Tech research partners or working with our research partner should they apply independently for the second stage in 2023.

**Background:** The Civic Innovation Challenge (CIVIC) is a research and action competition in the Smart and Connected Communities (S&CC) domain designed to build a more cohesive research-to-innovation pipeline and foster a collaborative spirit. CIVIC introduces several unique features that differentiate it from the NSF S&CC program: (1) CIVIC flips the community university dynamic, asking communities to identify civic priorities ripe for innovation and then to partner with researchers to address those priorities; (2) CIVIC focuses on research that is ready for piloting in and with communities on a short timescale, where real-world impact can be evaluated within 12 months; (3) CIVIC requires the inclusion of civic partners in the core project team, to emphasize civic engagement; and (4) CIVIC organizes and fosters “communities of practice” around high-need problem areas that allow for meaningful knowledge sharing and cross-site collaboration during both pre-development and piloting. For purposes of clarity, civic partners may include local, state, or tribal government officials; non-profit representatives; community organizers or advocates; community. CIVIC is organized as a two-stage competition with two tracks centered around the following topic areas:

- **Track A.** Living In A Changing Climate - *Pre-Disaster Action Around Adaptation, Resilience, and Mitigation*
- **Track B.** Resource & Service Equity - *Bridging the Gap between Essential Resources and Services & Community Needs*

A total of up to 12 awards in the amount of \$50,000 will be given out for a planning period that comprises Stage 1 and up to 4 awards in the amount of \$1,000,000 for Stage 2.

Item #6.

**Analysis:** If awarded the Grant, the Columbus Consolidated Government will partner with our researchers at Georgia Tech to work towards a plan to complete Track B, that when developed will add the most value to Columbus while expanding science in a way that appeals to the National Science Foundation.

**Financial Considerations:** Stage 1 of the grant has an award total of \$50,000 that would be awarded to Georgia Tech to help develop something that has value for Columbus. Stage 2 of the grant has an award total of \$1,000,000 that all Stage 1 proposals are competing to secure. This amount would go to Georgia Tech with the ability to subaward/subcontract to Columbus.

**Legal Considerations:** Any Grant concerns will be vetted by the CCG City Attorney's Office.

**Recommendations/Actions:** That the Mayor, City Manager, or Designee is hereby authorized approval to submit an application and/or sign any documents relating to the CIVIC grant, in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept a 2022 National Science Foundation – Civic Innovation Challenge Grant and amend the Multi-Governmental Fund by the amount of the award. There is the possibility of applying with our Georgia Tech research partners or working with our research partner should they apply independently for the second stage in 2023.

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

Item #6.

**A RESOLUTION AUTHORIZING THE MAYOR, CITY MANAGER OR DESIGNEE TO SUBMIT AN APPLICATION FOR, AND IF AWARDED, ACCEPT AND/OR SIGN ANY DOCUMENTATION RELATING TO A 2022/2023 NATIONAL SCIENCE FOUNDATION – CIVIC INNOVATION CHALLENGE (CIVIC) GRANT OR AS OTHERWISE AWARDED AND AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT OF THE AWARD. NO LOCAL MATCH IS REQUIRED.**

**WHEREAS**, Communities are made up of government and non-government groups that want to work together towards a common, smart-community future; and,

**WHEREAS**, the grant requires that the governing body be notified of the application; and,

**NOW, THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES;**

That the Mayor, City Manager, or Designee is hereby authorized approval to submit an application and/or sign any documents relating to the CIVIC grant, in conjunction with our research partners at Georgia Tech or, should Georgia Tech choose to apply independently, work with our research partners, and if awarded, accept a 2022/2023 National Science Foundation – Civic Innovation Challenge Grant or as otherwise awarded and amend the Multi-Governmental Fund by the amount of the award.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor House voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Davis voting   | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Garrett voting | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Woodson voting | _____. |

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

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

**File Attachments for Item:****7. Substance Abuse and Mental Health Services Administration (SAMHSA) Grant to Expand Treatment Capacity In Veterans Treatment Court**

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Veterans Treatment Court from October 1, 2022 to September 30, 2027 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program.

**Columbus Consolidated Government  
Council Meeting Agenda Item**

Item #7.

|                        |  |
|------------------------|--|
| <b>TO:</b>             | Mayor and Councilors   |
| <b>AGENDA SUBJECT:</b> | <b>Substance Abuse and Mental Health Services Administration (SAMHSA) Grant to Expand Treatment Capacity In Veterans Treatment Court</b>   |
| <b>AGENDA SUMMARY:</b> | Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the Muscogee County Veterans Treatment Court from October 1, 2022 to September 30, 2027 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program. |
| <b>INITIATED BY:</b>   | <b>Superior Court</b>  |

**Recommendation:** Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Services Administration for the operation of the Muscogee County VTC, from October 1, 2022 to September 30, 2027 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded.

**Background:** The Department of Health and Human Services has provided funds to expand treatment services to Veterans in our community participating in the Veterans Treatment Court. The funds are being provided through the Substance Abuse and Mental Health Services Administration to be utilized to operate the VTC program at the rate of \$400,000 annually for 5 years.

**Analysis:** The Muscogee County Veterans Treatment Court is requesting a grant of \$2,000,000 from SAMHSA to operate the VTC program for a period of 60 months.

**Financial Considerations:** There is NO match requirement for this funding.

**Projected Annual Fiscal Impact Statement:** The Columbus Consolidated Government will not be required to continue this program when the grant funds have been expended.

**Legal Considerations:** The Columbus Consolidated Government is eligible to apply for funds from the Substance Abuse and Mental Health Services Administration.

**Recommendations/ Actions:** Approve a resolution authorizing the City Manager to submit a grant application and if approved, accept funds from SAMHSA for the operation of the Veterans Treatment Court Program Project, from October 1, 2022 to September 30, 2027 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded.

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

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AND IF APPROVED, ACCEPT A GRANT OF \$2,000,000 OR AS OTHERWISE AWARDED FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION TO FUND THE VETERANS TREATMENT COURT PROJECT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2027 WITH NO MATCH REQUIREMENT AND ALSO AUTHORIZING DR. ANDREW COX AS THE SOLE PROVIDER FOR EVALUATION OF THE PROGRAM AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AWARD AMOUNT.**

**WHEREAS**, funds have been made available from the Substance Abuse and Mental Health Services Administration to the Veterans Treatment Court Project for a 60 month period beginning October 1, 2022 through September 30, 2027; and,

**WHEREAS**, funds are being made available to provide support for the operation of the PORCH Project for FY22-27; and,

**WHEREAS**, funds have been made available from SAMHSA to fund the FY 2022 Grants to Expand Substance Abuse Treatment Capacity in Adult and Family Treatment Drug Courts is accepting grant requests from jurisdictions throughout the country; We are requesting to partner with New Horizons Behavioral Health on the expansion of this program and Dr. Andrew Cox for our programmatic evaluations; and,

**WHEREAS**, there is no match requirement for this funding.

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

That the City Manager is hereby authorized to submit a grant application to the Substance Abuse and Mental Health Services Administration to fund the Veterans Treatment Court and if awarded accept \$2,000,000 to provide funding from October 1, 2022 to September 30, 2027 and authorize a sole source contract to New Horizons Behavioral Health and Dr. Andrew Cox and to amend the Multi-Governmental Fund by the amount of the grant award.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor House voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Davis voting   | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Garrett voting | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

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

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



**File Attachments for Item:**

A. Removal, Recycling, Reuse or Disposal of Mattresses & Box Springs from Pine Grove Landfill (Annual Contract) – RFB No. 22-0032

**Columbus Consolidated Government  
Council Meeting Agenda Item**

|                            |  |
|----------------------------|--|
| <b>TO:</b>                 | Mayor and Councilors   |
| <b>AGENDA<br/>SUBJECT:</b> | Removal, Recycling, Reuse or Disposal of Mattresses & Box Springs from Pine Grove Landfill (Annual Contract) – RFB No. 22-0032 |
| <b>INITIATED BY:</b>       | Finance Department   |

It is requested that Council approve the annual contract for mattress removal, recycling, reuse, or disposal services with San Pedro Manufacturing Company (Atlanta, GA). Public Works budgets \$10,000.00 annually for the services.

On average, Public Works receives approximately 15,000 mattresses and/or box springs at the Pine Grove Landfill. It is the City's intent to divert all mattresses and box springs from the Landfill in an effort to meet diversion goals and increase landfill compaction rates.

The vendor will provide one (1) 53-foot trailer to the Pine Grove Landfill. Landfill staff will fill the trailer as mattresses and box springs are dropped off; full trailers will be hauled away by the vendor, at the request of Pine Grove Landfill.

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

Bid specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry and DemandStar. Bids were originally due on March 9, 2022. No bids, nor "Statement of No Bid" forms were received. Due diligence was performed by contacting multiple vendors to encourage bid submissions. As a result, two vendors expressed interest in submitting bid responses. Consequently, this bid was re-opened with a due date of March 30, 2022; whereby one bid was received. This bid has been advertised, opened and reviewed. The bidder was:

|                         |  |
|-------------------------|--|
|                         | San Pedro Manufacturing Company<br>(Atlanta, GA) |
| COST PER TON            | N/A  |
| * OR * COST PER TRAILER | \$ 650.00  |
| TRAILER LENGTH          | 53'  |

Funds are budgeted each fiscal year for this ongoing expense: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – PGRO – Contractual Services; 0207-260-3560-PGRO-6319.

**A RESOLUTION**

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

**A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR REMOVAL, RECYCLING, REUSE OR DISPOSAL OF MATTRESSES & BOX SPRINGS FROM PINE GROVE LANDFILL WITH SAN PEDRO MANUFACTURING COMPANY (ATLANTA, GA). THE PUBLIC WORKS DEPARTMENT BUDGETS \$10,000.00 ANNUALLY FOR THE SERVICES.**

**WHEREAS**, Public Works receives approximately 15,000 mattresses and/or box springs at the Pine Grove Landfill; and,

**WHEREAS**, it is the City's intent to divert all mattresses and box springs from Pine Grove Landfill in an effort to meet diversion goals and increase landfill compaction rates; and,

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

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

That the City Manager is hereby authorized to enter into an annual contract for removal, recycling, reuse or disposal of mattresses and box springs from Pine Grove Landfill with Sand Pedro Manufacturing Company (Atlanta, GA). The Public Works Department budgets \$10,000.00 annually for the services. Funds are budgeted each fiscal year for this ongoing expense: Integrated Waste Management Fund – Public Works – Pine Grove Landfill – PGRO – Contractual Services; 0207-260-3560-PGRO-6319.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_ day of \_\_\_\_\_, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                          |        |
|--------------------------|--------|
| Councilor Allen voting   | _____. |
| Councilor Barnes voting  | _____. |
| Councilor Crabb voting   | _____. |
| Councilor Davis voting   | _____. |
| Councilor Garrett voting | _____. |
| Councilor House voting   | _____. |
| Councilor Huff voting    | _____. |
| Councilor Thomas voting  | _____. |
| Councilor Tucker voting  | _____. |
| Councilor Woodson voting | _____. |

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Sandra T. Davis, Clerk of Council

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B.H. "Skip" Henderson III, Mayor

**File Attachments for Item:**

1. Emergency Purchase – Information Only

**Columbus Consolidated Government  
Council Meeting Agenda Item**

|                            |                                       |
|----------------------------|---------------------------------------|
| <b>TO:</b>                 | Mayor and Councilors                  |
| <b>AGENDA<br/>SUBJECT:</b> | Emergency Purchase – Information Only |
| <b>INITIATED BY:</b>       | Finance Department                    |

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**JET SKIS FOR FIRE & EMS**

On April 12, 2022, the Fire and EMS Department requested the emergency purchase of Jet Skis for the Water Rescue Team. The Department anticipates a significant number of water events coming to the community this year and next year. It is vital that the Water Rescue Team have the resources needed to be able to provide water rescue capability.

The Jet Skis are in high demand across the country, especially with the current supply chain issues. However, the Department is able to acquire the equipment from Power Sports (Columbus, GA), at a cost of \$33,691.00.

The City Manager approved the emergency purchase on April 12, 2022, based on the threat to public health, welfare, and safety, per the Procurement Ordinance, Article 3-115, Emergency Procurement.

The purchase will be funded by OLOST funds reallocation. Therefore, funding is available in the FY22 Budget: LOST/Public Safety – Fire & EMS – Public Safety/LOST – Capital Expenditures/Over \$5,000; 0102 – 410 – 9900 -LOST – 7761.

**File Attachments for Item:**

A. Georgia's Cities Week Update - Lisa Goodwin, Deputy City Manager





# CCG ACTIVITIES APRIL 22-30, 2022

**In its 23rd year, Georgia Cities Week is also an opportunity to celebrate community achievements and recognize volunteers and city employees.**

**Last year, more than 160 cities participated, and the feedback was overwhelmingly positive.**





# FIRE-EMS

**APRIL 22, 2022**

**Open House to the  
Community**

**4191 Macon Road**





# Columbus Lions

Buy One Get One

Columbus Lions  
vs.  
Jacksonville Sharks

**Saturday**  
**April 23, 2022**  
**7:00PM**

**Georgia CITIES WEEK** **COLUMBUS LIONS** **iHeart RADIO**

## TAILGATE & PLAYER WALK

**APRIL 23rd**  
**5 PM - 7 PM**

**COLUMBUS CIVIC CENTER COURTYARD**  
**400 4TH STREET COLUMBUS, GA 31901**

**Sounds by DJ 007**

**GAMES** 🏈 **BBQ** 🏈 **ENTERTAINMENT** 🏈 **FUN**

Buy One Get One Tickets available on  
[Ticketmaster.com](https://www.ticketmaster.com)  
Use Code **GACITIES**

Made with PosterMyWall.com

# Shred Day Event

**April 23, 2022**

**9AM-11AM**

**Columbus  
Technical College**



Item #A.





**311**

**Registering Citizens for Civic Ready and  
QALERT**

**Lobby of the CSC Building**

**April 25, 2022**

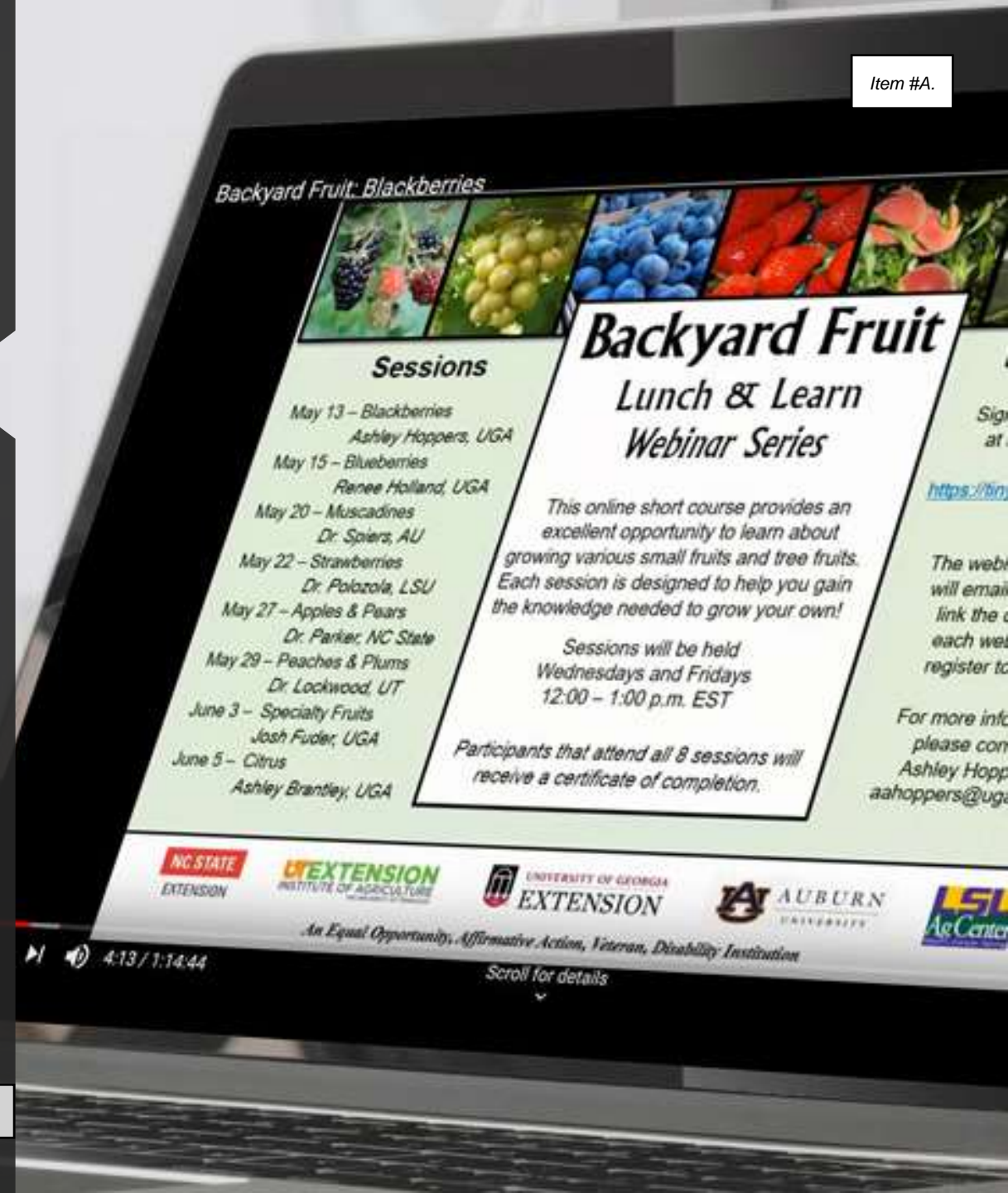
# Cooperative Extension

○ April 25, 2022

○ “Get Growing-Spring Gardening Preparation and Harvest”

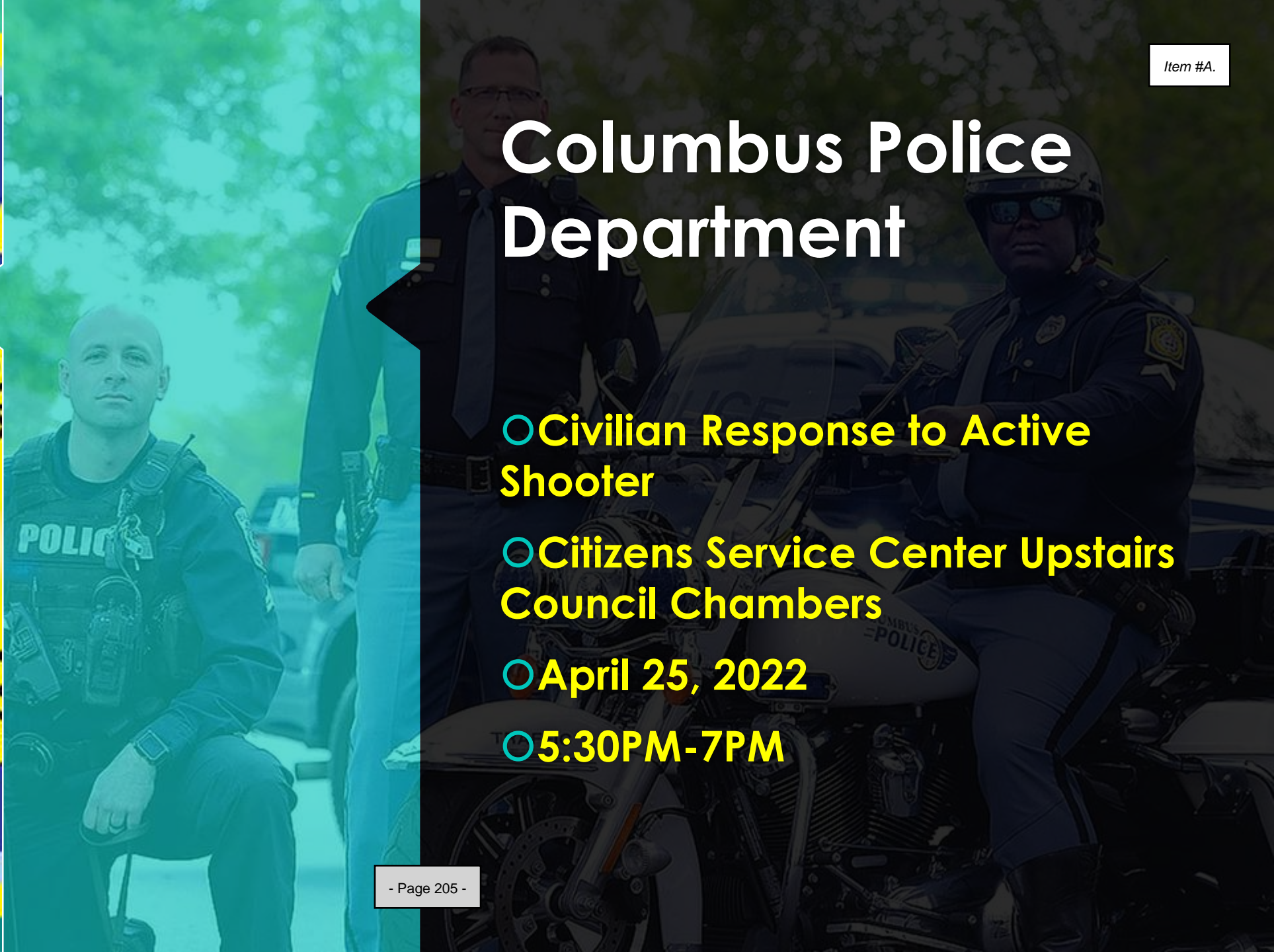
○ Annex Conference Room

○ 11:00AM-12:30PM



Item #A.





# Columbus Police Department

- Civilian Response to Active Shooter
- Citizens Service Center Upstairs Council Chambers
- April 25, 2022
- 5:30PM-7PM



# Proclamation from the Mayor April 26, 2022



April 27, 2022

- History of Columbus Kahoot Trivia Competition
- Starts at 9AM Virtual



Item #A.





# Introduction to Golf

○ Wednesday, April 27<sup>th</sup>

○ Oxbow Creek Golf  
Course

○ 11-2pm

Item #A.



**April 27, 2022**

○ **Equipment Rodeo**

○ **East Side Parking Lots**

○ **Columbus Civic Center**

# Sweet Home Columbus

- Down payment Assistance
- Columbus Civic Center
- April 27, 2022
- 10AM-3PM



# Human Resources

*Presents...*

- Georgia Cites Career Fair
- Columbus Civic Center
- April 27, 2022
- 10AM-3PM



CAREER  
FAIR



# Join us as We Do Amazing!

Join us during Georgia Cities Week at the Columbus Civic Center for the Public Works Road-eo!

Help us cheer on the best of the best as Public Works Staff compete to represent Columbus, GA at the state competition!

While you're here – meet with hiring managers from one of many departments and become a part of the AMAZING team at Columbus Consolidated Government!

April 27, 2022 9:00 AM – 2:00 PM

# HIRING EVENT



**500+** Full-time and part-time positions available



# Lunch with the City Manager

- Employees are encouraged to attend
- Government Center – Outside Plaza
- April 28, 2022
- 11:30am – 2pm





**Workforce Investment (WIOA)**

**Job Fair and Family Feud**

**April 27<sup>th</sup>**

**Columbus Civic Center**

- Page 214 -

**10AM**



# Metra Transit System

**FREE**

**Saturday, April 30th**

- Page 215 -

## GEORGIA CITIES WEEK

Item #A.

APRIL 24TH - 30TH



FEATURING

**METRA TRANSIT SYSTEM**

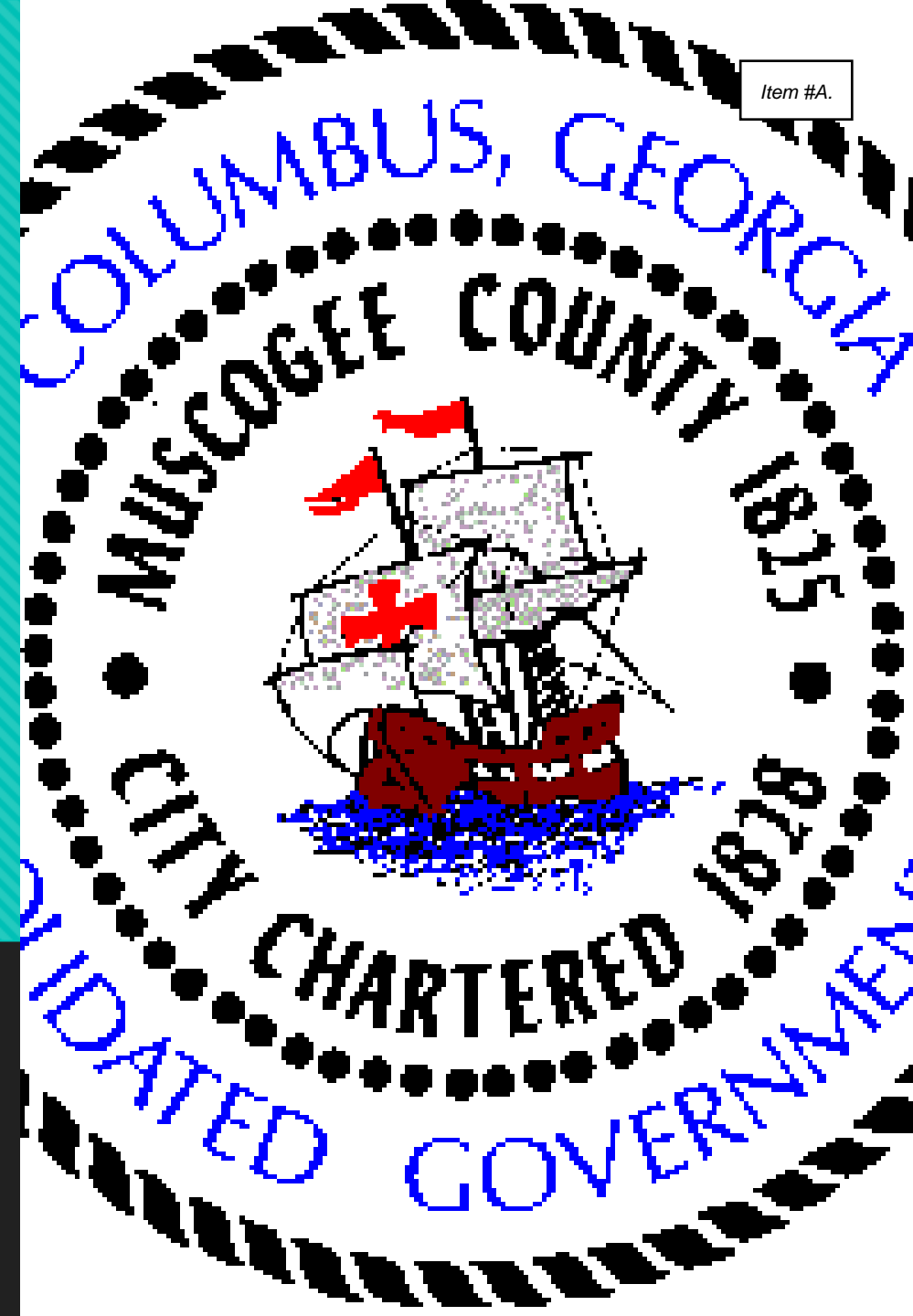
SATURDAY, APRIL 30TH

**FREE FARE**

"FIXED BUS ROUTES ONLY"



The good works of city involvement is not overlooked, but your participation in Georgia Cities Week will help educate and inform the public on the value of our services to the Community!



Item #A.



**File Attachments for Item:**

B. Elections & Registration Update - Nancy Boren, Director

2022 UPDATE

# MUSCOGEE ELECTIONS AND REGISTRATION



---

## THE BALLOT?

Midterm election cycle

Congress, Governor, Lt. Governor other  
state offices

State Senators and State Representatives;  
Nonbinding party questions

Judges, Mayor, Council and School Board  
Representatives and TSPLOST

# OFFICIAL ABSENTEE / PROVISIONAL / EMERGENCY BALLOT

McClintock County, Georgia

PRECINCT: 222 (Harrison)

Republican General Primary and Nonpartisan General Election - May 24, 2022

## Instructions

### 1. Use

### 2. Use

### 3. Use

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### 5. Use

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[illegible]

**OFFICIAL ABSENTEE / PROVISIONAL / EMERGENCY BALLOT**

Muscogee County, Georgia  
 Precinct: 222-2 Pleasant  
 Nonpartisan General Election - May 24, 2022

|                         |   |
|-------------------------|---|
| <b>Instructions</b><br> | <b>Warnings</b><br>Do NOT use red ink or wet tip pen to mark ballot.<br>Do NOT circle, underline or tick through choices.<br>Do NOT use sharp marks or X to mark ballot.<br>Do NOT mark more choices per race than allowed.<br>Do NOT sign, cut, tear or damage the ballot. |
|-------------------------|---|

If you make a mistake or change your mind on a selection:

A. Do not attempt to mark through the selection or attempt to erase. Write "spoiled" across the ballot AND across the return envelope.

B. Mail or email the spoiled ballot and envelope to your county board of registrars. A new official absentee ballot will be mailed to you.

C. You **MAY** be able to vote in person. Turnover the ballot to the poll manager at all early voting sites within your county in the precinct to which you are assigned. You will then be permitted to vote a regular ballot.

I understand that this offer or acceptance of voting in any other type of ballot is subject to any applicable state, local or federal laws, as set forth in the Georgia Constitution, Code of Georgia Annotated, Title 20, Chapter 2, and Title 21, Chapter 2.

| NONPARTISAN GENERAL ELECTION  | For Judge of State Court<br>Columbus Muscogee County<br>(To Succeed Andy Prother)<br>(Vote for One)   | SPECIAL ELECTION   |
|---|---|--|
| <b>For Justice<br/>Supreme Court of Georgia<br/>(To Succeed Verda M. Coke)<br/>(Vote for One)</b><br><input type="checkbox"/> Verda M. Coke<br>(Incumbent)<br><input type="checkbox"/> Verda M. Coke<br>(Incumbent)<br>Write in:                          | <input type="checkbox"/> Andy Prother<br>(Incumbent)<br><input type="checkbox"/> Andy Prother<br>(Incumbent)<br>Write in:   | <b>River Valley District T-SFLOST<br/>(Vote for One)</b><br>Shall Muscogee County's transportation system and the transportation network in this region and the state be improved by providing for a 1 percent special district transportation sales and use tax for the purpose of transportation projects and programs for a period of ten years?<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>For Justice<br/>Supreme Court of Georgia<br/>(To Succeed Shawn L. LaGrone)<br/>(Vote for One)</b><br><input type="checkbox"/> Shawn L. LaGrone<br>(Incumbent)<br><input type="checkbox"/> Shawn L. LaGrone<br>(Incumbent)<br>Write in:                 | <input type="checkbox"/> R.H. "Buddy" Henderson III<br>(Incumbent)<br><input type="checkbox"/> R.H. "Buddy" Henderson III<br>(Incumbent)<br>Write in:   |  |
| <b>For Justice<br/>Supreme Court of Georgia<br/>(To Succeed Carla W. McMillan)<br/>(Vote for One)</b><br><input type="checkbox"/> Carla McMillan<br>(Incumbent)<br><input type="checkbox"/> Carla McMillan<br>(Incumbent)<br>Write in:                    | <b>For Council At-Large<br/>(Vote for One)</b><br><input type="checkbox"/> Doug Redmond<br>(Incumbent)<br><input type="checkbox"/> Doug Redmond<br>(Incumbent)<br><input type="checkbox"/> Carl Spratney<br>(Incumbent)<br><input type="checkbox"/> Carl Spratney<br>(Incumbent)<br><input type="checkbox"/> Judy W. Thomas<br>(Incumbent)<br><input type="checkbox"/> Judy W. Thomas<br>(Incumbent)<br><input type="checkbox"/> "Rita" Regina Williams<br>(Incumbent)<br><input type="checkbox"/> "Rita" Regina Williams<br>(Incumbent)<br><input type="checkbox"/> Vickie Williams Wiley<br>(Incumbent)<br><input type="checkbox"/> Vickie Williams Wiley<br>(Incumbent)<br>Write in: |  |
| <b>For Judge<br/>Court of Appeals of Georgia<br/>(To Succeed Anne Elizabeth Barnes)<br/>(Vote for One)</b><br><input type="checkbox"/> Anne Elizabeth Barnes<br>(Incumbent)<br><input type="checkbox"/> Anne Elizabeth Barnes<br>(Incumbent)<br>Write in: | <b>For Board of Education<br/>At-Large<br/>(Vote for One)</b><br><input type="checkbox"/> Rita L. Chambers<br>(Incumbent)<br><input type="checkbox"/> Rita L. Chambers<br>(Incumbent)<br>Write in:  |  |
| <b>For Judge<br/>Court of Appeals of Georgia<br/>(To Succeed Christopher McFadden)<br/>(Vote for One)</b><br><input type="checkbox"/> Chris McFadden<br>(Incumbent)<br><input type="checkbox"/> Chris McFadden<br>(Incumbent)<br>Write in:                | <b>For Board of Education<br/>District II<br/>(Vote for One)</b><br><input type="checkbox"/> Mark Cantrell<br>(Incumbent)<br><input type="checkbox"/> Mark Cantrell<br>(Incumbent)<br><input type="checkbox"/> Zebulon Harris<br>(Incumbent)<br><input type="checkbox"/> Zebulon Harris<br>(Incumbent)<br>Write in:   |  |
| <b>For Judge<br/>Court of Appeals of Georgia<br/>(To Succeed Tina Pipkin)<br/>(Vote for One)</b><br><input type="checkbox"/> Tina Pipkin<br>(Incumbent)<br><input type="checkbox"/> Tina Pipkin<br>(Incumbent)<br>Write in:                               |   |  |

# WHAT LOCAL CHANGES WILL VOTERS NOTICE?

- All voters will vote for the Mayor, Council At-Large and School Board At-Large.
- Based on registered address, a voter may see: **a** district council race or a district school board race, or **both** council and school board or **no** council and school board race.
- Nonbinding party questions – each political party sends questions for those who vote on that party’s ballot as an opinion poll
- Special Election – TSPLOST – last question on the ballot
- Voters will select either a Democrat, Republican, or Nonpartisan Ballot. In addition to statewide candidates, the party ballots will have the Nonpartisan election and the special election at the bottom. The Nonpartisan ballot only contains Judges, Mayor, Council, School Board, and the TSPLOST election.



# WHERE WILL I VOTE?

- Election Day voting precincts have not changed
- Voters will receive a new precinct card with district information and voting location
- Voter information and sample ballots can be viewed at Georgia's My Voter Page ([www.mvp.sos.ga.gov](http://www.mvp.sos.ga.gov))
- Early Voting: May 2 – May 20, 7am to 7pm including weekends.
- Three locations: Columbus Technical College (Patrick Hall), City Services Center, Shirley Winston Recreation Center
- Access at CSC will be from covered entrance between building and parking garage. Exit will be on side of CSC by Parks and Recreation.

# WHEN DO VOTERS REQUEST ABSENTEE BALLOTS?

- Request **NOW**.
- 65 years of age or older or disabled can request one time to receive ballots for each election in the calendar year.
- There is no “automatic list” of absentee voters that carries over from year to year.
- Last day to request an absentee ballot by mail for the May primary: **Friday, May 13**.
- Last day to request an absentee ballot by mail for the November General Election: **October 28**.
- Miss these dates? Vote during the last week of early voting or on Election Day.
- **[SECUREMYABSENTEEBALLOT@SOS.GA.GOV](mailto:SECUREMYABSENTEEBALLOT@SOS.GA.GOV)**

## HOW CAN VOTERS SEND ABSENTEE INFORMATION?

- Applications must be received 11 days before the date of the election.
- Return the application by:
  - **Mail:** Elections, PO Box 1340, Columbus, GA 31902-1340
  - **Email** (as an attachment): [muscogeeelectionsandregistration.gov](mailto:muscogeeelectionsandregistration.gov)
  - **Fax:** 706-653-4394
- Voters can request absentee ballots by:
  - **In-person** at the Elections Office located at the City Services Center
  - If you are issued an absentee ballot and decide to vote early in person, you will be asked to complete a form stating that you have not returned your ballot and you have no intention to return it.
- The last day to return an absentee ballot to the Elections office is 7pm on Election Day. Please do not turn it in at a precinct.



# TIGHTER DEADLINES

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- Last day to request is 11 days before primary or election (May 13)
- First day to mail absentee ballots – April 25
- Absentee period shortened from 49 to 29 days

# ID REQUIRED TO APPLY

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- Voters must provide date of birth AND a Georgia Driver's License or Identification number
- If not available, must provide a copy of an approved ID (passport, military ID card, government employee ID, Georgia voter ID card, tribal ID card or a document that shows name and address (current utility bill, bank statement, government check, paycheck, or other government document showing name and address))

# HOW TO RETURN YOUR BALLOT

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- **Mail it** so it is received by 7pm on Election Day (1 Forever stamp or .58 cents)
- **Deliver it** in-person to the Elections Office at the City Services Center
- **Drop it** off at the ballot collection drop box during the hours of early voting
- **Track** the status of your returned ballot at: [www.mvp.sos.ga.gov](http://www.mvp.sos.ga.gov)

# BALLOT COLLECTION DROP BOX

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- **One** ballot collection drop box will be available for voters.
- The box is located at the **City Services Center** just inside the entrance
- Hours for box are same as for early voting: **May 2 – May 20, 7am to 7pm daily.**
- The box will close on the last day of early voting (**May 20**)
- Absentee ballots will be accepted in the elections office until 7pm on Election Day.



# QUESTIONS?

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**File Attachments for Item:**

C. CDBG/HOME Action Plan Amendment 2015-2021 Update - Robert Scott, Community Reinvestment Director



# HUD Program Year 2015-2021 Substantial Amendment to Annual Action Plans (Reprogramming)

# HUD Entitlement Funds

- ▶ The City of Columbus receives funds annually from the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program.
- ▶ CDBG is the principal Federal program providing localities with grants to improve the physical, economic, and social conditions in their communities.

# HUD Entitlement Funds Requirements

- ▶ HUD requirements include:
  - ▶ Five-year Consolidated Plan - Identified needs, strategies to meet needs, and sets goals
  - ▶ Annual Action Plan - Specific projects to be funded

# CDBG Timely Performance

- ▶ "Timely performance" means compliance with the requirement that a CDBG Entitlement grantee, must carry out its program in a timely manner.
- ▶ A CDBG Entitlement grantee, must have a balance no greater than one and one-half (1.5) times its annual grant across all open grant years, 60 days prior to the end of the program year.

# CDBG Timely Performance

- ▶ "Timely performance" means compliance with the requirement that a CDBG Entitlement grantee, must carry out its program in a timely manner.
- ▶ A CDBG Entitlement grantee, must have a balance no greater than one and one-half (1.5) times its annual grant across all open grant years, 60 days prior to the end of the program year.

# COVID-19 Impact on CDBG Timeliness

- ▶ Supply Chain Disruption
  - ▶ Supplier Inventory Shortage
  - ▶ Contractor Availability
  
- ▶ Staffing
  - ▶ The Great Resignation
  - ▶ Technical Capacity Defecit



# CDBG Timely Performance (Plan Wisely)

- ▶ Solicit and select projects and activities that demonstrate not only need, but also readiness to proceed and partner capacity to implement and has other funding commitments in place.

# CDBG Timely Performance (Project Implementation and Spending)

- ▶ Develop expenditure schedules, review them monthly or quarterly with partners and follow up on discrepancies
- ▶ Identify partners who may be at risk for low performance early on and keep an eye on their progress. If issues arise, provide technical assistance as soon as possible

# HUD Action Plan Substantial Amendment

- ▶ Substantial Amendments, which require City Council approval: (a) Change in the use of CDBG funds from one eligible activity to another;

Questions?



# COMMUNITY REINVESTMENT

COLUMBUS CONSOLIDATED GOVERNMENT

**File Attachments for Item:**

D. TSPLOST Update - Pam Hodge, Deputy City Manager

# Transportation Special Purpose Local Option Sales Tax Public Information Meeting

April 26, 2022



## TIA Regions





# River Valley Project Overview



**23**

Total Projects

**\$410,754,730**

Final Investment List  
Project Total

**3**

In Construction

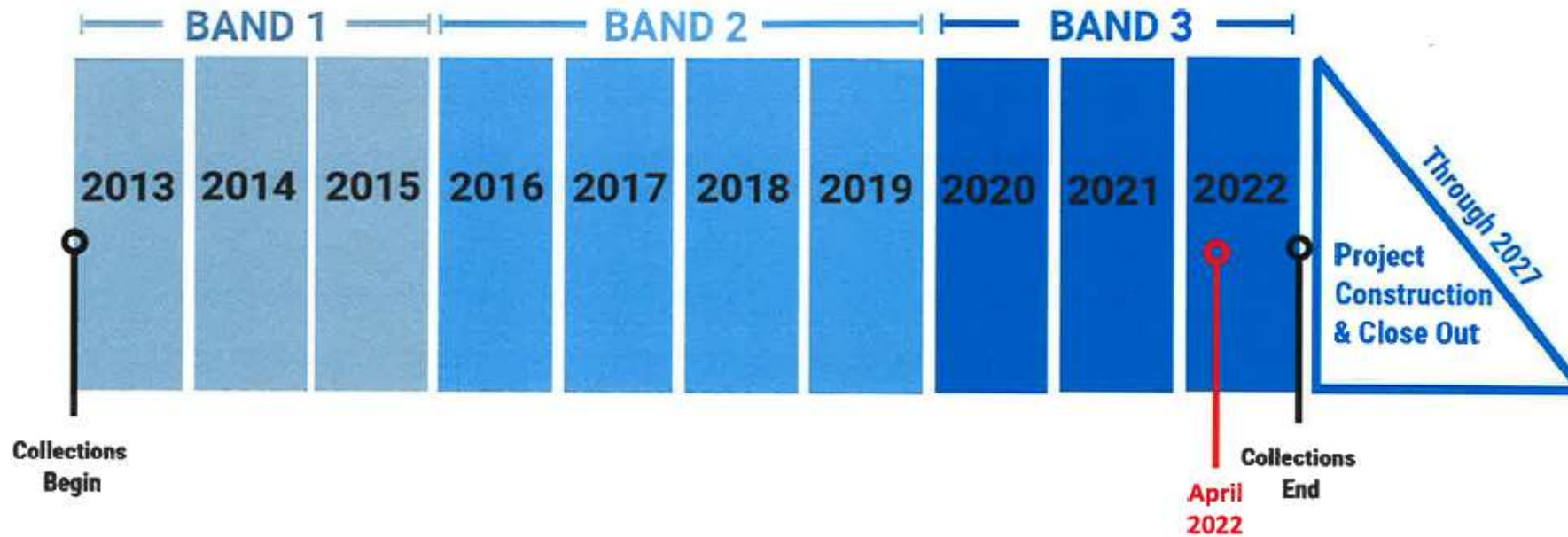
**17**

Projects Completed

**\$206,749,218**

Total Expenditure to Date  
(as of 02/28/2022)

# TIA Timeline



# 2012 TSPLOST

RiverWalk:  
\$10.0 million



# 2012 TSPLOST

Follow Me Trail:  
\$3.5 million





# 2012 TSPLOST

US 27/Custer:  
\$20.0 million



# 2012 TSPLOST

METRA:  
\$22.4 million



# 2012 TSPLOST

Buena Vista  
Spiderweb:  
\$40.0 million





# 2012 TSPLOST

I-185/Buena Vista  
Road Interchange  
\$47.7 million



# 2012 TSPLOST

Cusseta  
Interchange:  
\$58 million



# 2012 TSPLOST Harris/Muscogee Joint Projects

SR 219:  
\$17.7 million

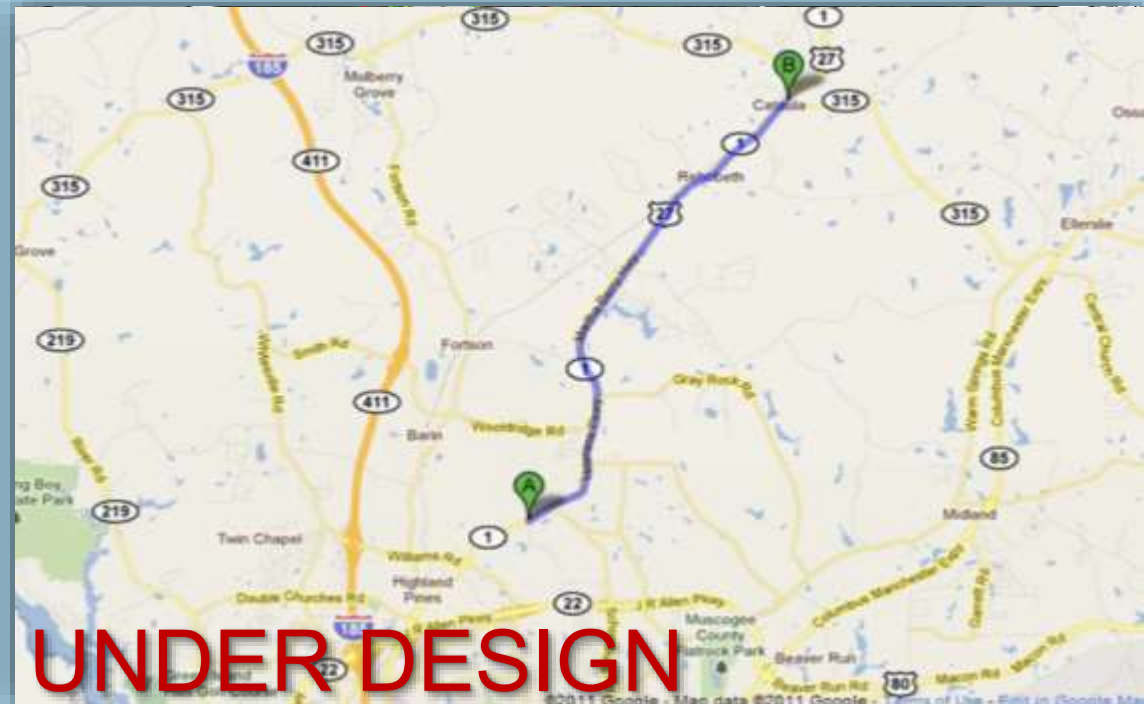




# 2012 TSPLOST

## Harris/Muscogee Joint Projects

SR1/US 27  
Widening:  
\$40.0 million



# 2012 TSPLOST Discretionary Funds Received FY14-FY21 = \$22.475 million

| Project                              | Allocation      |
|--------------------------------------|-----------------|
| Resurfacing (approximately 27 miles) | \$6.755 million |
| Boxwood Blvd Bridge Replacement      | \$1.26 million  |
| Benning Drive Bridge                 | \$1.4 million   |
| Claradon Bridge                      | \$700,000       |
| Morris Road Bridge                   | \$1,500,000     |
| Warm Springs Road Culvert *          | \$867,000       |
| Victory Drive Improvements           | \$409,000       |
| Traffic Calming                      | \$500,000       |
| Double Churches Park Parking         | \$244,000       |
| Psalmond Road Signal *               | \$144,000       |

\* = Partial funding

# 2012 TSPLOST Discretionary Funds

| Project                                      | Allocation      |
|--|-----------------|
| River Road / J. R. Allen Signal              | \$110,000       |
| Victory Drive / 10 <sup>th</sup> Ave. Signal | \$40,000        |
| Reese Road Bridge *                          | \$1.68 million  |
| Dragonfly Trail Matching Funds               | \$1.998 million |
| Sidewalks                                    | \$500,000       |
| Infantry Road and Trail Match                | \$300,000       |
| Mott's Green Match                           | \$200,000       |
| Guardrails                                   | \$400,000       |
| Total TSPLOST Discretionary Funds Allocated  | \$19,007,000    |

\* = Partial funding



# PROPOSED TSPLOST 2023

- Final Investment List
  - 10 Year Forecast (2023-2032)  
\$664,868,521.70
  - 75% of Total Projections  
\$498,651,391.27
  - Local Discretionary 25%  
\$166,217,130.42
  - Administration of the Program 4%      \$19,707,368.60
  - Reduction due to Inflation 3%  
\$79,083,060.18
  - Present Value for Investment List  
\$399,860,962.50

# 2023 Proposed TSPLIST Projects

| Band | Project  | Cost Estimate |
|------|--|---------------|
| 1    | Riverwalk Repaving                                       | \$12,500,000  |
| 1    | Steam Mill Road Improvements                             | \$22,500,000  |
| 1    | Whitesville Road Widening                                | \$12,800,000  |
| 1    | Buena Vista Road Corridor Improvements                   | \$10,700,000  |
| 1    | South Lumpkin Road Streetscapes                          | \$10,100,000  |
| 1    | University Avenue Road Diet/Streetscapes                 | \$6,000,000   |
| 1    | 13th Ave/17th St/Linwood                                 | \$6,650,000   |
| 1    | Liberty Theater Block Enhancement (8 <sup>th</sup> Ave,) | \$4,000,000   |
| 1    | 5th Avenue Connector                                     | \$690,000     |
| 1    | Andrews Road Improvements                                | \$6,800,000   |
| 1    | ...  | \$2,000,000   |

# 2023 Proposed TSPLIST Projects

| Band                     | Project                              | Cost Estimate        |
|--------------------------|--------------------------------------|----------------------|
| 2                        | Second Avenue Streetscapes           | \$18,200,000         |
| 2                        | JR Allen @ Schomburg and Blackmon*   | \$11,300,000         |
| 2                        | Forrest Road Widening                | \$15,400,000         |
| 2                        | Morris Road Improvements             | \$12,000,000         |
| 3                        | Cusseta Road Widening                | \$17,600,000         |
| 3                        | Williams Road Widening               | \$18,700,000         |
| 3                        | Double Churches Road Improvements    | \$12,200,000         |
| 3                        | County Line @ Mehaffey*              | \$37,450,000         |
| 3                        | Bull Creek Dragonfly Trail Connector | \$8,400,000          |
| Multi                    | Metra                                | \$25,000,000         |
| 2                        | Columbus Airport                     | \$25,000,000         |
| *Partial funding by GDOT | <b>TOTAL</b>                         | <b>\$303,190,000</b> |

# PROPOSED TSPLOST 2023

- Final Investment List for Muscogee County  
\$303,190,000\*
- Estimated TSPLOST 2023 Discretionary  
\$36,532,554.71
- TOTAL  
\$339,722,554.71
- \*Note: GDOT to contribute \$38.36 million
- Approval of TSPLOST reduces the local match  
requirement for LMIC

# TSPLOST SUMMARY

- 2012 TSPLOST Investment = \$201,600,000
- 2012 TSPLOST Joint Project Investment with Harris County = \$57,700,000
- 2012 TSPLOST Discretionary Estimate = \$27,470,000 (\$24,670,172.86 collected to date including interest)
- 2023 Proposed TSPLOST Investment = \$303,190,000 (GDOT to contribute \$38.36 million)
- 2023 Proposed Discretionary = \$36,532,554.71
- TOTAL if TSPLOST is approved = \$626,492,554.71
- Paving Fund, OLOST Infrastructure, Federal/State Grants, SPLOSTs and Private Contributions are also leveraged to fund Transportation related projects which are not included in this total.

# PROPOSED 2023 TSPLOST Public Meetings

- Thursday, April 14<sup>th</sup>, 5:30 - 6:30 p.m. (on CCGTV)  
City Services Center, 3111 Citizens Way
- Thursday, April 21<sup>st</sup>, 5:30 - 6:30 p.m.  
Calvary Baptist Church, 7556 Old Moon Road
- Monday, April 25<sup>th</sup>, 5:30 - 6:30 p.m.  
Shirley Winston Recreation Center, 5025 Steam Mill Road
- Thursday, April 28<sup>th</sup>, 5:30 - 6:30 p.m.  
Psalmund Road Recreation Center, 6550 Psalmund Road



# QUESTIONS

**File Attachments for Item:**

E. Monthly Finance/Sales Tax Update - Angelica Alexander, Finance Director



# Sales Tax Update

Presented: April 26, 2022

# 2021 SPLOST

Item #E.

- The Special Purpose Local Option Sales Tax that was approved by voters of Muscogee County began April 1, 2022.
- Collection period is ten years or until the \$400 million is collected, whichever occurs first.
- This additional 1% Sales Tax is collected by the State of Georgia, Department of Revenue (DOR), and is remitted back to the City for the projects outlined.
- Businesses that collect sales taxes were notified by the GA DOR of the rate change.

# Sales Tax Notice

Item #E.

0101-200-2200-6631  
Columbus Consolidated Government  
Finance Department - Revenue Division  
Occupation Tax Section  
P. O. Box 1397  
Columbus, Georgia 31902-1397  
Return Service Requested

## **\*\*SALES TAX INCREASE NOTICE\*\***

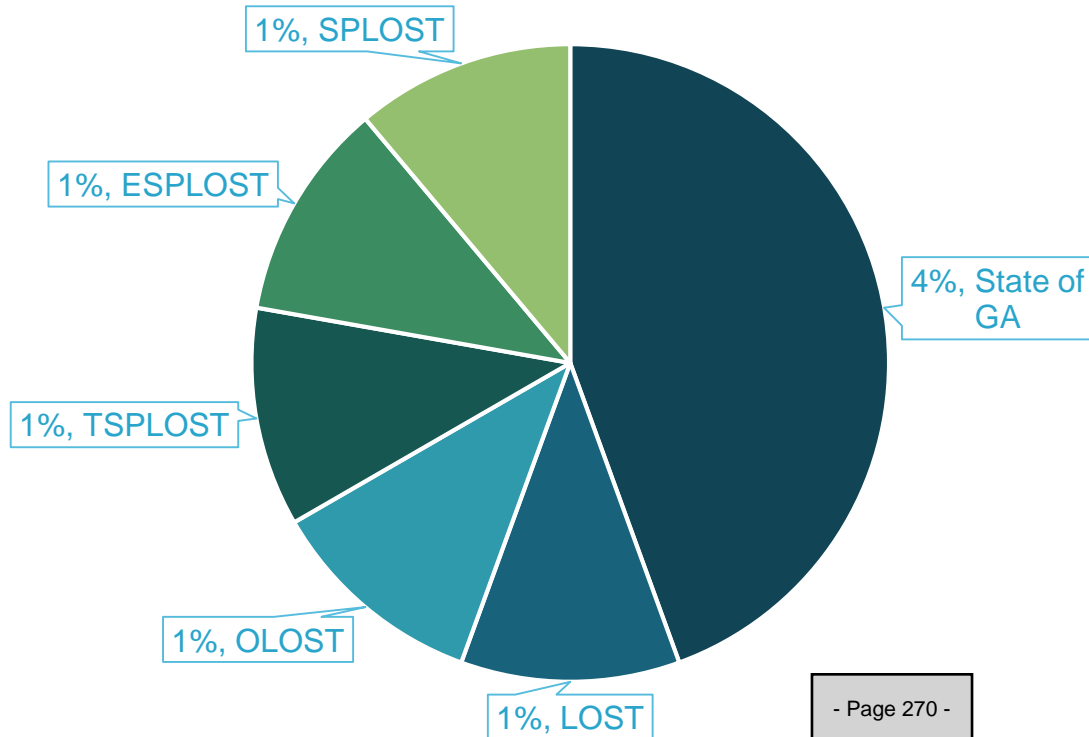
Effective April 1, 2022, Sales and Use Tax within Columbus, Ga/Muscogee County increased from 8% to 9%. The rate change reflects an increase of 1% for the Special Purpose Local Option Sales Tax (SPLOST).

Link to Georgia Department of Revenue:

<https://1/dor.georgia.gov/sales-tax-rates-general>

# Sales Tax Rate

Item #E.



| Entity                                 | Tax Rate |
|--|----------|
| State of Georgia                       | 4%       |
| LOST, no expiration                    | 1%       |
| OLOST, no expiration                   | 1%       |
| TSPLOST, ends 12/31/22                 | 1%       |
| ESPLOST, ends 06/30/25                 | 1%       |
| SPLOST, ends 10 years or \$400 million | 1%       |
| LOST                                   | 1%       |
| LOST, no expiration                    | 1%       |
| Total Sales Tax Rate                   | 9%       |



# Questions



**File Attachments for Item:**

**April 27, 2022**

**Replacement Inground Lift for METRA (Annual Contract) – RFB No. 22-0026**

**Scope of Bid**

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to remove an existing set of in-ground post lifts. A new system of fully functional in-ground post lifts, capable of lifting the expected weight of a 35-foot transit bus, will then be installed by the vendor as a replacement. Work shall be done at the METRA/Department of Transportation campus.

**Ready-Mix Cement (Annual Contract) – RFB No. 22-0033**

**Scope of Bid**

Columbus Consolidated Government (the City) is requesting bids to provide ready-mix cement to the Public Works Department on an as-needed basis. The products will be used for spot repairs on City roads. This bid will be awarded to a primary and a secondary vendor.

The contract period shall be for two years with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

**Pipe Lining System with Trailer, Mix, Pump and Spray System – RFB No. 22-0034**

**Scope of Bid**

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) pipe lining system with trailer, mix, pump and spray system.

**April 29, 2022**

**Former Georgia State Farmers Market Phase II – Site Remediation – RFP No. 22-0030**

A **Mandatory Site Visit** is scheduled for 11:00 AM on Friday, April 29, 2022. Contractors shall convene at the Georgia State Farmers Market entrance that is closest to the corner of 10th Avenue and 4th Street in Columbus, GA; the Georgia State Farmers Market is located at 318 10th Ave in Columbus, GA. *Attendees are encouraged to wear face masks and practice social distancing.*

## **Pavement Management Services & Software – RFP No. 22-0027**

### **Scope of RFP**

Columbus Consolidated Government (the City) is requesting proposals from qualified firms to successfully capture pavement condition assessment data and to provide independent pavement management software for processing, analyzing, visualizing, and managing the recorded data in a GIS-based application.

## **May 6, 2022**

## **Traffic Signal Contractor – RFP No. 22-0020**

### **Scope of RFP**

Columbus Consolidated Government (the City) is seeking to contract with a qualified Traffic Signal Contractor who has the experience, expertise and necessary equipment to perform traffic signal construction work on an “as needed” basis.

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

## **May 11, 2022**

## **Fire/Intrusion Prevention Equipment, Supplies and Services – RFB No. 22-0038**

### **Scope of Bid**

Provide Fire/Intrusion Prevention Equipment, Supplies and Services, to include: Fire Extinguishers, and related maintenance and repair parts, Fire Alarm/Intrusion Systems and Monitoring Services at various locations, and other related items/services.

The contract term shall be for five (5) years with the option to renew for five (5) additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

## **May 20, 2022**

**Former Georgia State Farmers Market Phase II – Site Remediation – RFP No. 22-0030****Scope of RFP**

Columbus Consolidated Government (the City) is requesting proposals from qualified contractors to provide services for Phase II of the Former Georgia State Farmers Market project, which is located at 318 10th Avenue in Columbus, GA. Phase II includes providing all labor, materials equipment, permits, and incidentals necessary to complete all tasks associated with 1) removing an underground storage tank system, soil removal, and placement of fill material and 2) demolition of an old towing and recovery building.

**Columbus Consolidated Government  
Bid Advertisement - Agenda Item**

**April 27, 2022**

**1. Replacement Inground Lift for METRA (Annual Contract) – RFB No. 22-0026**

Scope of Bid

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to remove an existing set of in-ground post lifts. A new system of fully functional in-ground post lifts, capable of lifting the expected weight of a 35-foot transit bus, will then be installed by the vendor as a replacement. Work shall be done at the METRA/Department of Transportation campus.

**2. Ready-Mix Cement (Annual Contract) – RFB No. 22-0033**

Scope of Bid

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The contract period shall be for two years with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.

**3. Pipe Lining System with Trailer, Mix, Pump and Spray System – RFB No. 22-0034**

Scope of Bid

Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) pipe lining system with trailer, mix, pump and spray system.

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**2. Pavement Management Services & Software – RFP No. 22-0027**

Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals from qualified firms to successfully capture pavement condition assessment data and to provide independent pavement management software for processing, analyzing, visualizing, and managing the recorded data in a GIS-based application.

**May 6, 2022****1. Traffic Signal Contractor – RFP No. 22-0020****Scope of RFP**

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**File Attachments for Item:**

1. RESOLUTION – A Resolution cancelling the May 3, 2022 and June 7, 2022 Proclamation Sessions.

## RESOLUTION

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

A Resolution cancelling the May 3, 2022 and June 7, 2022 Proclamation Sessions.

**WHEREAS**, regular Council meetings shall commence at the time or times as set forth in the rules of procedures by the Council of Columbus, Georgia; and,

**WHEREAS**, the Council desires to cancel the May 3, 2022 and June 7, 2022 Proclamation Sessions; and,

**WHEREAS**, in accordance with Section 3-103 of the Charter, the Council may, by majority vote of the Council at least seven days prior to the meeting, cancel a regularly scheduled meeting.

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

The May 3, 2022 and June 7, 2022 Proclamation Sessions are hereby cancelled.

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26<sup>th</sup> day of April 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                   |                    |
|-------------------|--------------------|
| Councilor Allen   | voting ____YES____ |
| Councilor Barnes  | voting ____YES____ |
| Councilor Crabb   | voting ____YES____ |
| Councilor Davis   | voting ____YES____ |
| Councilor Garrett | voting ____YES____ |
| Councilor House   | voting ____YES____ |
| Councilor Huff    | voting ____YES____ |
| Councilor Thomas  | voting ____YES____ |
| Councilor Tucker  | voting ____YES____ |
| Councilor Woodson | voting ____YES____ |

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

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

**File Attachments for Item:**

2. RESOLUTION – A Resolution changing the meeting schedule for the month of June 2022.

**RESOLUTION****NO. \_\_\_\_\_**

A Resolution changing the regular scheduled Council meetings for the month of June 2021.

**WHEREAS**, regular Council meetings shall commence at the time or times as set forth in the rules of procedures by the Council of Columbus, Georgia; and,

**WHEREAS**, the Council desires to make a change in its regular meeting schedule by holding a Regular Council Meeting on June 7, 2022 at 5:30 p.m.; the Council would hold a Special Called Meeting June 21, 2022 at 9:00 a.m.; and to cancel the June 28, 2022 Regular Council Meeting; and,

**WHEREAS**, in accordance with Section 3-103 of the Charter, the Council may, by majority vote of the Council at least seven days prior to the meeting cancel a regularly scheduled meeting.

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

To hold a Regular Council Meeting on June 7, 2022 at 5:30 p.m., a Special Called Meeting on June 21, 2022 at 9:00 a.m. and cancel the June 28, 2022 Regular Council Meeting.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 26<sup>th</sup> day of April, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                   |              |
|-------------------|--------------|
| Councilor Allen   | voting _____ |
| Councilor Barnes  | voting _____ |
| Councilor Crabb   | voting _____ |
| Councilor Davis   | voting _____ |
| Councilor Garrett | voting _____ |
| Councilor House   | voting _____ |
| Councilor Huff    | voting _____ |
| Councilor Thomas  | voting _____ |
| Councilor Tucker  | voting _____ |
| Councilor Woodson | voting _____ |

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**Sandra T. Davis**  
Clerk of Council

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

**File Attachments for Item:**

3. RESOLUTION – A Resolution excusing Councilor Jerry “Pops” Barnes from the March 29, 2022 Consent Agenda / Work Session and April 12, 2022 Council Meeting.

**RESOLUTION****NO. \_\_\_\_\_**

A Resolution excusing Councilors absence.

\_\_\_\_\_

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Jerry “Pops” Barnes is hereby excused from attendance of the March 29, 2022 Consent Agenda / Work Session and the April 12, 2022 Council Meeting for the following reasons:

Personal Business:

\_\_\_\_\_

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 26<sup>th</sup> day of April 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

|                   |                    |
|-------------------|--------------------|
| Councilor Allen   | voting ____YES____ |
| Councilor Barnes  | voting ____YES____ |
| Councilor Crabb   | voting ____YES____ |
| Councilor Davis   | voting ____YES____ |
| Councilor Garrett | voting ____YES____ |
| Councilor House   | voting ____YES____ |
| Councilor Huff    | voting ____YES____ |
| Councilor Thomas  | voting ____YES____ |
| Councilor Tucker  | voting ____YES____ |
| Councilor Woodson | voting ____YES____ |

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

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



**File Attachments for Item:**

**4. Employee Benefits Committee:** Memorandum from the Human Resources Department submitting a recommendation for the reappointment of the following members: **Ms. Shannon Hubbard-** Deputy Clerk Recorder's Court (*General Government Employee*); **Mr. Troy Vanerson-** Public Works (*General Government Employee*); and **Ms. Ardria McGruder-** Criminal Records Technician- Sheriff's Office (*General Government Employee*).

## Memorandum



**To:** Ms. Sandra Davis  
Clerk of Council

**From:** Reather Hollowell, Director *rdh*

**Date:** April 19, 2022

**Subject:** Employee Benefits Committee Members – Term in Office

### Human Resources Department

---

I recommend reappointment of the following committee members to serve a second term on the Employee Benefits Committee. These members have been diligent in their attendance and participation on this committee.

Shannon Hubbard  
Troy Vanerson  
Ardria McGruder

Thank you for your consideration of this request.

RDH

**File Attachments for Item:**

5. Official Appointment Form from New Horizons Behavioral Health, Mental Health, Addictive Diseases and Developmental Disabilities- Community Service Board to reappoint Mr. David Ranieri to serve another term of office.

## 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 20, 2022 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<br>Term: 7/1/22 – 6/30/25 | Government Center 9 <sup>th</sup> Floor<br>P.O. Box 1340<br>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

**File Attachments for Item:**

6. Letter from Dr. Robert Wright resigning from his seat on the Medical Center Hospital Authority.

**DR. ROBERT L. WRIGHT**

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7555 River Crest Drive  
Columbus, GA 31904  
(703) 395-2124

March 1, 2021

Mayor Skip Henderson  
Columbus Consolidated Government  
100 E 10th Street  
Columbus, GA 31901

Dear Skip:

Thank you for recommending me to the Hospital Board of Trustees and I have enjoyed being a board member since May of 2019. It has been a rewarding experience but feel I must resign effective immediately. It would be my pleasure to remain a part of this dedicated team but due to my recent involvement in a new venture that requires so much of my time, I feel I can not adequately serve the Board at this time.

Thank you for the opportunity to serve and I wish the Board and the entire hospital continued success.

Kindest regards,



Bob Wright

cc: Dr. Michael Gorum

**File Attachments for Item:**

7. Email Correspondence from Mr. Chris Nunn recommending that the seat of Ms. Barbara Story-Jones be declared vacant on the Board of Family & Children Services Board due to no longer being active with attending meetings.



**Sandra T Davis**

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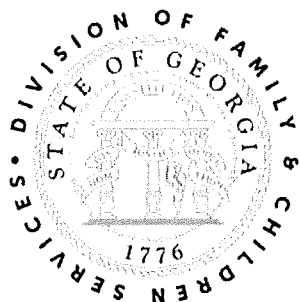
**From:** Nunn, Chris <chris.nunn@dhs.ga.gov>  
**Sent:** Friday, April 8, 2022 10:33 AM  
**To:** Sandra T Davis  
**Cc:** Wadley, Tonika  
**Subject:** [EXTERNAL] FW: Continue Service to Muscogee Co. DCFS Board

Ms. Davis,

Per your request, please note below Pastor Flakes' interest to continue his service as a Board Member of Muscogee Co. DFCS.

Additionally, note that **Mrs. Barbara Story-Jones is no longer an active Board Member.**

Thanks, and enjoy a super day and weekend.



**Chris D. Nunn**  
 Administrative Assistant 1 - Muscogee Co.  
 GEORGIA DIVISION OF FAMILY & CHILDREN SERVICES  
 2100 Comer Avenue | Columbus, GA 31902  
 O: (706) 649-7202 | M: (706) 415-5759 | F: (706) 649-1342  
 chris.nunn@dhs.ga.gov  
[dfcs.ga.gov](http://dfcs.ga.gov)



**From:** Fourth St Missionary Baptist Church <fourthstreetmbc@gmail.com>  
**Sent:** Friday, April 8, 2022 10:17 AM  
**To:** Nunn, Chris <chris.nunn@dhs.ga.gov>  
**Cc:** Wadley, Tonika <Tonika.Wadley@dhs.ga.gov>  
**Subject:** Re: Continue Service to Muscogee Co. DCFS Board

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**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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Yes, I accept. Per Rev. Flakes.

Thanks,

*Georgia Boyd, Administrator*

**Fourth Street Missionary Baptist Church**

P.O. Box 1591, 222 Fifth Street

**File Attachments for Item:**

8. Honorary Designation Application submitted by Queen Scott requesting signage on Gleason Avenue in honor of Adlena Austin Spencer. (*Council may vote to send to Board of Honor.*)

# **Honorary Designation Application For Street** Columbus, Georgia

Item #8.

Name of Honoree: Adlena Austin Spencer

Requestor: Queen Scott

Contact Information: (Mobile) 706-887-7249

Requested Location: Gleason Avenue Columbus, Ga. 31907

Existing Street Name: Gleason Avenue

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**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.**

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## **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, 11-811; 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, 9-3075)

**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)

Is this request to change the name of an existing street, or to erect honorary signage on an existing street?  
Please explain and provide the exact wording for requested naming and/or signage.

**Yes, we are requesting for the existing street Gleason Ave to renamed in honor of Adlena Austin Spencer**

**NOTE: Contact was made with requester on 04/07/2022 to confirm an honorary designation is being requested and not a change to the existing street name. - LGM**

**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:

**Adlena Austin Spencer, known to most as “Big Ma” has always had a heart for the community and those individuals who were less fortunate, with a special heart for the elderly by providing healthcare assistance now known as C.N.A Being born during 00.00.0.the critical time of racial conflicts, she was always ready to lend a helping hand in all areas but mainly feeding, clothing and housing those who were less fortunate, while still raising a family of 10 children born to her and her late husband Mody Spencer Sr. She never met a stranger**

2. Provide proof of significant lineage or family ties to the City of Columbus:

N/A

3. Establish clear geographical relationship of the street to the Honoree's area of interest:

Item #8.

Adlena has lived on the requested street Gleason Avenue located in the subdivision East Urban Heights and currently holds the title of the Eldest Living resident currently living there

4. Clearly define community or public contribution made by the Honoree:

Adlena contributed greatly to the city and surrounded areas with providing assistance to several churches and organizations by supply food and clothing, as well as clothing and cleaning without pay. She also volunteered in the early 60's with Columbus Times Newspaper and NAACP

Signature of Applicant: \*Sent via email Wednesday, 04/06/2022, 4:50 p.m.

Date: \_\_\_\_\_

*Send this completed application to the Deputy Clerk of Council at [mclemore.lindsey@columbusga.org](mailto:mclemore.lindsey@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: April 6, 2022

Date application was submitted to the Engineering Department to verify any conflicts with existing street and the requested honorary designation: April 7, 2022

Date response received from the Engineering Department: April 11, 2022

Any conflicts identified: YES \_\_\_\_\_ NO X

If so, give explanation and contact requestor: \_\_\_\_\_

Total cost associated with request: Two (2) Signs at 250 each for a total of \$500.00

Date applicant was notified of cost: April 11, 2022

Applicant agreed to cost: Yes

Date listed on Clerk of Council's agenda for the consideration of Council: April 26, 2022

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 or ordinance listed for adoption by Council:

Resolution No. \_\_\_\_\_ Ordinance No. \_\_\_\_\_

Date executed resolution or ordinance and application forwarded to Engineering Department:

WORK COPY DEPT. OF PLANNING & COMMUNITY DEVELOPMENT

4/26/22

Completion date: \_\_\_\_\_

Additional Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Proclamation

- WHEREAS,** Adlena Austin Spencer was born on June 5, 1928, in Hatchechubbe, Alabama to Izora Austin and Theodore Taylor; She is the youngest of 6 children; and
- WHEREAS,** Adlena Austin Spencer currently is the oldest living person in the East Urban Heights subdivision and has been there for 49 years; She is known a "Big Mama"; and
- WHEREAS,** Adlena Austin Spencer attended Howard Chapel School in Russell County; She did mostly a domestic worker; and
- WHEREAS,** Adlena Austin Spencer is the mother of 10 children: Henry, Izora, Anna, Mody, Christine, Geraldine, William, Cora, Queen, and Anthony and has 21 grandchildren, 42 great-grand-children and 6 great-great-grandchildren; and
- WHEREAS,** The 93<sup>rd</sup> celebration of Adlena Austin Spencer will begin at 1:00 P.M with a parade starting at Canaan Baptist Church; and
- WHEREAS,** The City of Columbus congratulates congratulate and celebrate Adlena Austin Spencer on this special occasion.

NOW, THEREFORE, I, B.H. "Skip" Henderson III, Mayor of Columbus, Georgia, do hereby proclaim Saturday, June 5, 2021, as

## Adlena Austin Spencer Day

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of Columbus, Georgia to be affixed this fifth day of June 5, 2021.



  
HONORABLE B.H. "SKIP" HENDERSON III

MAYOR  
COLUMBUS, GEORGIA



**File Attachments for Item:**

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

Board of Elections & Registration, January 6, 2022 and March 17, 2022

Board of Tax Assessors, #09-22, #10-22 , #11-22, #12-22 and #13-22

Columbus Ironworks Convention & Trade Center Authority, January 27, 2022 and February 24, 2022

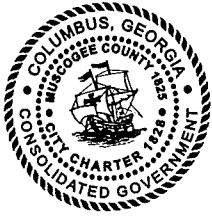
Community Development Advisory Council, December 9, 2021

Convention & Visitors Board of Commissioners, February 16, 2022

Hospital Authority of Columbus, March 1, 2022

Housing Authority of Columbus, February 16, 2022

Planning Advisory Commission, February 2, 2022 and March 2, 2022



## Board of Elections and Registrations

Post Office Box 1340  
Columbus, Georgia 31902-1340  
"Georgia's First Consolidated Government"  
(706) 653-4392

Item #9.

Margaret S. Jenkins, Chair  
Uhland "U. D." Roberts, Vice-Chair  
Linda Parker  
Edwin Roldan  
Diane Scrimshire

### Muscogee County Board of Elections and Registration January 6, 2022 Minutes

The monthly meeting for the Muscogee County Board of Elections and Registration was held Thursday, January 6th. Vice-Chairperson Uhland Roberts called the meeting to order at 2:00 p.m. December Board minutes were adopted.

#### Comments:

- **HAPPY NEW YEAR!**
- Edwin Roldan seconded Diane Scrimshire's motion to excuse Margaret Jenkins and Linda Parker from the meeting.

#### New Business:

- **VR Report-** Diane Scrimshire seconded Edwin Roldan's motion to accept 24 obituary deaths from November- December.
- **2022 Qualifying Fees-** Qualifying fees are to be set by council on January 11<sup>th</sup>. Local offices only. Qualifying fees will be published before the February 1 deadline.
- **NCOA Mailing-** (National Change of Address) 8594 confirmation notices mailed out to voters on January 3<sup>rd</sup> asking for voters to confirm address.
- **Special Election Briefing-11/2021-** See packet.
- **Redistricting/Reapportionment-** Process is ongoing and will be discussed by Council in the January 25 meeting. GIS will provide maps using shape files from the Legislative Reapportionment Office.
- **Important Dates-** T- Splost will be held in conjunction with General Primary - See Hand out.

#### Old Business:

- **By-Laws-** Tabled

Correspondence: N/A

#### Guest:

- Jane Wilson      Stephen Harper      Elizabeth Romey
- Richard Parker      Laura Walker      Barbara Romey
- Pam Parker      Deborah Davis, Jones

No further business for discussion, Diane Scrimshire moved adjournment, Edwin Roldan seconded, Vice-Chair, Uhland Roberts, adjourned the meeting at 2:40 p.m.

Respectfully Submitted,

Uhland Roberts  
Vice-Chairperson

## A RESOLUTION

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

A Resolution establishing qualifying fees for county offices of the Consolidated Government to be filled in the 2022 elections.

-----

## THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:

Pursuant to O.C.G.A. § 21-2-131, the following qualifying fees for the 2022 elections are fixed for the following county offices and shall be published in the Columbus Ledger-Enquirer by the Executive Director of the Board of Elections and Registration after signing of this Resolution and prior to February 1, 2022:

| <u>OFFICE</u>       | <u>FEE</u>  |
|---------------------|-------------|
| Councilor           | \$ 420.00   |
| Mayor               | \$ 1,950.00 |
| School Board Member | \$ 360.00   |
| State Court Judge   | \$ 4,943.00 |

-----

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 11<sup>th</sup> day of January, 2022 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

|                   |        |       |
|-------------------|--------|-------|
| Councilor Allen   | voting | _____ |
| Councilor Barnes  | voting | _____ |
| Councilor Crabb   | voting | _____ |
| Councilor Davis   | voting | _____ |
| Councilor Garrett | voting | _____ |
| Councilor House   | voting | _____ |
| Councilor Huff    | voting | _____ |
| Councilor Thomas  | voting | _____ |
| Councilor Tucker  | voting | _____ |
| Councilor Woodson | voting | _____ |

Sandra T. Davis  
Clerk of Council

B. H. "Skip" Henderson, III  
Mayor

### **November 2, 2021 Special Election Recap**

- Resolution 227-21 Council of Columbus, Georgia - Call for special election
- Notice to voters of precinct change (published 9/9/21 and 9/16/21)
- Election Database approved (9/15/21)
- Ballot printer notified 9/15/21
- Notice to voters of testing September 23, 2021 (published 9/15/2021)
- Notice of Special election (published 9/20/21, 9/27/21, 10/4/21, 10/11/21, 10/18/21, 10/25/21)
- Poll worker training 10/4/21 through 10/22/21
- Advance voting opened 10/11/21 – one location – City Services Center
- Absentee ballot by mail started 10/11/21
- Placement of variable message sign at 4400 Reese Road 10/25/21 through 11/2/21
- Equipment delivered 11/2/21
- All precincts open, staffed and operational at 7:00 am
- **Election Certified by Board – 11/8/21**

## RESOLUTION

NO. 227-21

A RESOLUTION IMPOSING A SPECIAL ONE PERCENT SALES AND USE TAX, SUBJECT TO THE REQUIREMENT OF REFERENDUM APPROVAL, AND REQUESTING THAT THE ELECTION SUPERINTENDENT CALL AN ELECTION FOR NOVEMBER 2, 2021; TO PROVIDE THE FORM OF THE NOTICE TO BE PUBLISHED OF SAID ELECTION DESCRIBING THE PURPOSES FOR WHICH SAID TAX IS TO BE IMPOSED; TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION SALES TAX BONDS IN CONNECTION WITH THE IMPOSITION OF SAID TAX; TO PRESCRIBE THE FORM OF THE QUESTION TO BE SUBMITTED TO THE VOTERS ON THE IMPOSITION OF SAID TAX AND THE MAXIMUM AMOUNT TO BE RAISED THEREFROM; TO AUTHORIZE THE ELECTION SUPERINTENDENT AND OTHER OFFICIALS OF COLUMBUS, GEORGIA TO TAKE ALL APPROPRIATE ACTIONS REQUIRED FOR THE PROPER CONDUCTING OF SAID ELECTION; AND FOR OTHER PURPOSES.

WHEREAS, Columbus, Georgia (“**Columbus**”) is a consolidated city-county government with powers and jurisdiction throughout the territorial limits of Muscogee County (the “**County**”), which has been vested with the governmental and corporate powers, duties and functions previously vested in the City of Columbus, a municipal corporation, and the County of Muscogee, as specifically set forth in the Columbus-Countywide Government Charter, Ga. Laws 1993, page 4978, as amended (the “**Charter**”); and

WHEREAS, the Council of Columbus, Georgia (the “**Council**”) has considered and evaluated the provisions of law which authorize a special county 1 percent sales and use tax ( the “**Special Sales Tax**” or “**SPLOST**”) for various capital outlay projects, as authorized by Article III of Chapter 8 of Title 48 of the Official Code of Georgia Annotated (the “**Act**”), and has considered the effects of the implementation of such Special Sales Tax within the special taxing district corresponding with and coterminous with the geographical boundaries of Muscogee County, which corresponds with and is coterminous with the boundaries of Columbus; and

WHEREAS, there no Special Sales Tax is currently being collected within the County pursuant to the Act, a Special Sales Tax approved by a majority of the voters of the County in an election held on November 2, 1999, and imposed beginning July 1, 2000, having terminated on September 30, 2008, after raising a total of \$255,441,332, as authorized by the voters; and

WHEREAS, the Council has determined that it is in the best interest of the citizens of the County that the Special Sales Tax be imposed in the County beginning on April 1, 2022, or the earliest date permitted by the Act; and

WHEREAS, the proceeds from a newly imposed Special Sales Tax shall be used for the acquisition, construction, and equipping of the following capital outlay projects (the “**Capital Projects**”) of Columbus which are for the use and benefit of the citizens of the Columbus:

- (i) Judicial Facilities;
- (ii) Roads, Streets, and Bridge Improvements;

- (iii) Trails and Sidewalks
- (iv) Storm Water
- (v) Parks and Recreation
- (vi) Golf Facilities;
- (vii) Public Safety;
- (viii) General Government Vehicles and Equipment
- (ix) Technology Enhancements;
- (x) Columbus Ironworks Convention and Trade Center Improvements;
- (xi) Columbus Civic Center Improvements;
- (xii) Economic Development

; and

WHEREAS, the Capital Projects are more specifically described in the Notice of Special Purpose Sales and Use Tax Election, which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, the Council recognizes that in order to facilitate the acquisition, construction, and equipping of the Judicial Facilities prior to the actual collection of all Special Sales Tax proceeds therefore, it may be necessary for Columbus to issue general obligation debt for such purposes; and

WHEREAS, the Council desires to provide the voters of the County with the opportunity to vote pursuant to law in favor of or against the imposition of the Special Sales Tax and the issuance of general obligation debt in anticipation of the collection thereof; and

WHEREAS, the Council has determined and it is hereby declared that during each year in which any payment of principal or interest on such general obligation debt will become due, Columbus will receive from the Special Sales Tax net proceeds sufficient to fully satisfy Columbus's obligation with respect to the payment of such principal and interest on a current basis.

NOW, THEREFORE, BE IT RESOLVED by the Council of Columbus in public meeting assembled, and it is hereby resolved by authority of the same that:

1. The Council, subject to the assent of a majority of the qualified voters of Muscogee County voting in an election for such purpose, shall impose within Muscogee County a new SPLOST for the raising of not more than \$400,000,000 for the acquisition, construction and equipping of the Capital Projects. Such assent shall be sought by submitting to said voters the ballot question set forth in Exhibit A. If imposition of the tax is approved, such vote shall also constitute approval of the issuance of general obligation debt for the Judicial Facilities so approved in the maximum principal amount stated in Exhibit A. Such general obligation debt shall be payable first from the proceeds of the Special Sales Tax; however, such general obligation debt which is not satisfied from the proceeds of the Special Sales Tax shall be satisfied from the general funds of Columbus.

2. In accordance with Official Code of Georgia Annotated § 48-8-111.1, "Application of part to consolidated government," a special sales and use tax proposed by a consolidated government is not subject to any maximum period of time for which the tax may be levied if general obligation debt is to be issued in conjunction with the imposition of the tax. As shown in Exhibit A, this Resolution calling for the imposition of the Special Sales Tax states the maximum amount of revenue to be raised by said tax for the Capital Projects, and the Special Sales Tax shall terminate as of the end of the calendar quarter during which the Georgia Department of Revenue determines that the tax will have raised revenues sufficient to provide to Columbus net proceeds equal to or greater than the amount specified as the maximum amount of net proceeds to be raised by the tax.

3. The proceeds of the SPLOST and the proceeds of the general obligation debt to be incurred (the "Sales Tax Bonds") shall be applied in the manner, in order of priority and in such amounts as the Council may determine prior to or during the acquisition, construction and equipping of the Capital Projects. The Sales Tax Bonds shall be dated, shall bear interest at such rates, and shall mature and be payable on such terms and conditions as shall be determined by resolution of the Council adopted prior to the issuance and delivery of the Sales Tax Bonds. The maximum rates of interest the Sales Tax Bonds will bear and the amount of principal to be paid in each year during the life of such debt are set forth in Exhibit A. The Sales Tax Bonds may be issued in one or more series or issues of bonds not to exceed the aggregate principal amount approved by the voters.

4. The proceeds of the Sales Tax Bonds shall be placed by Columbus in a separate account or accounts for the purpose of funding the Judicial Facilities for which the Sales Tax Bonds are issued, and any interest earnings on such proceeds may be applied by Columbus to the acquisition, construction and equipping of such Judicial Facilities funded with the Sales Tax Bond proceeds.

5. The Muscogee County Board of Elections and Registration, as the Election Superintendent (the "Elections Superintendent") is hereby requested to call an election to be held in all voting precincts on November 2, 2021, for the purpose of submitting the question of the imposition of the Special Sales Tax to the qualified voters of the County. Such call shall be issued not less than 30 days prior to the date of said election. The Elections Superintendent shall cause the date and purpose of the election to be published once a week for five (5) weeks immediately preceding the date of the election in the official organ of Muscogee County, and the notice thereof shall be substantially in the form attached hereto and made a part hereof as Exhibit A.

6. All qualified voters desiring to vote in favor of imposing the tax shall vote "Yes" and all persons opposed to levying the tax shall vote "No." If more than one-half of the votes cast are in favor of imposing the tax, then the SPLOST shall be imposed for the purposes stated in the question so approved as provided by Georgia law. Otherwise, the tax shall not be imposed and the question of imposing the tax shall not again be submitted to the voters of Muscogee County until after 12 months immediately following the month in which the election is to be held. The Elections Superintendent shall hold and conduct the election under the same rules and regulations as govern special elections. The Election Superintendent shall canvas the returns, declare the



results of the election, and certify the result to the Secretary of State and to the Commissioner of the Georgia Department of Revenue. The expense of the election will be paid from funds of Columbus.

7. If more than one-half of the votes cast on the question are in favor of imposition of the tax, then the authority to issue the Sales Tax Bonds in accordance with Article IX, Section IV, Paragraph I of the Constitution is given to Council; otherwise, such debt shall not be issued. If the authority to issue such debt is so approved by the voters, then such debt shall be issued without further approval by the voters.

8. Such debt shall be incurred through the issuance of the Sales Tax Bonds, and such bonds and their issuance and validation shall be subject to Articles 1 and 2 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, except as specifically provided otherwise by Article 3 of Chapter 8 of Title 48 of the Official Code of Georgia Annotated. Such general obligation debt shall be payable first from an account into which shall be deposited all net proceeds received by Columbus from the Special Sales Tax. Such account shall be kept separate and apart from other funds of Columbus and shall not be commingled with other funds of Columbus prior to expenditure. No part of the net proceeds from the tax received in any year shall be used for such other purposes until all debt service requirements of the Sales Tax Bonds for that year have first been satisfied from the account in which the proceeds of the tax are placed. Such general obligation debt shall, however, constitute a pledge of the full faith, credit and taxing power of Columbus. Any liability on such debt which is not satisfied from the proceeds of the tax authorized by said Article 3 of Chapter 8 of Title 48, shall be satisfied from the general funds of Columbus.

9. (a) The Council reasonably expects that, prior to issuance of the Sales Tax Bonds, it will be necessary to expend funds on the acquisition, construction, and equipping of the Judicial Facilities and wishes to be reimbursed for such expenditures from proceeds from the Sales Tax Bonds. Therefore, subject to approval of the voters, the Council hereby declares its official intent to issue general obligation debt in the principal amount not to exceed \$200,000,000 and to reimburse original expenditures on the Judicial Facilities in the maximum principal amount of \$200,000,000 with proceeds from the sale of such debt (to the extent permitted by Section 1.150-2 of the United States Treasury Regulations).

(b) Columbus shall make its reimbursement allocations not later than 18 months after the later of (i) the date the original expenditure is paid or (ii) the date the Judicial Facilities are placed in service or abandoned, but in no event more than three years after the original expenditure is paid.

10. Any net proceeds of the Special Sales Tax received by Columbus in excess of the amounts required for payment of the Sales Tax Bonds and the costs of acquiring, constructing and equipping the Capital Projects approved by the voters shall be used for the purpose of reducing indebtedness of Columbus other than indebtedness incurred pursuant to the Act. If there is no such other indebtedness or, if the excess proceeds exceed the amount of any such other indebtedness, then the excess proceeds shall next be paid into the general fund of Columbus to be used for the purpose of reducing *ad valorem* taxes.

11. The Clerk of the Council is hereby directed to deliver to the Muscogee County Board of Elections and Registration a certified copy of this resolution.

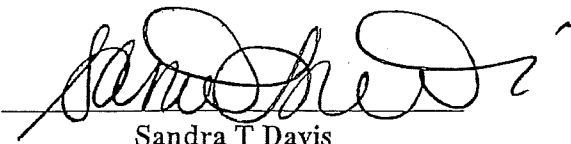
12. The Mayor, City Manager, the Deputy City Manager, the Finance Director, the Clerk of Council, and other proper officers and agents of Columbus are hereby authorized to take any and all further actions as may be required in connection with the calling and holding of the special election authorized, imposition of the SPLOST, the acquisition, construction and equipping of the Capital Projects, and the issuance of the Sales Tax Bonds as herein provided.

13. All resolutions or parts of resolutions, if any, in conflict herewith shall be in the same or hereby repealed.

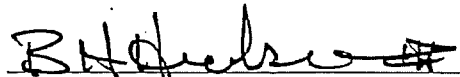
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Introduced at a regular meeting of the Council of Columbus, Georgia held on the 27<sup>th</sup> day of July, 2021 and adopted at said meeting by the affirmative vote of eight members of said Council.

|                   |                      |
|-------------------|----------------------|
| Councilor Allen   | voting <u>ABSENT</u> |
| Councilor Barnes  | voting <u>ABSENT</u> |
| Councilor Crabb   | voting <u>YES</u>    |
| Councilor Davis   | voting <u>YES</u>    |
| Councilor Garrett | voting <u>YES</u>    |
| Councilor House   | voting <u>YES</u>    |
| Councilor Huff    | voting <u>YES</u>    |
| Councilor Tucker  | voting <u>YES</u>    |
| Councilor Thomas  | voting <u>YES</u>    |
| Councilor Woodson | voting <u>YES</u>    |



Sandra T Davis  
Clerk of Council



B. H. "Skip" Henderson, III  
Mayor

Exhibit A

NOTICE OF ELECTION ON NOVEMBER 2, 2021  
FOR IMPOSITION OF SPECIAL PURPOSE ONE PERCENT SALES AND USE TAX

Pursuant to a resolution adopted on July 27, 2021 by the Council of Columbus, Georgia, as the governing authority of Columbus, Georgia, a consolidated city-county government, the boundaries of which correspond with and are coterminous with Muscogee County, and a call for an election issued by the Muscogee County Board of Elections and Registration, as Elections Superintendent for Muscogee County, notice is hereby given to all qualified voters of Columbus, Georgia and Muscogee County as follows:

1. On November 2, 2021, an election will be held throughout the territorial limits of Muscogee County to submit to the qualified voters of Muscogee County the following question:

SPECIAL 1% SALES TAX (SPLOST)

- ( ) YES Shall a special 1 percent sales and use tax be imposed in Muscogee County for the raising of not more than \$400,000,000 for Judicial Facilities; Roads, Streets, and Bridge Improvements; Trails and Sidewalks; Storm Water Projects; Parks and Recreation; Golf Facilities; Public Safety; General Government Vehicles and Equipment; Technology Enhancements; Columbus Ironworks Convention and Trade Center Improvements; Civic Center Improvements; and Economic Development?
- ( ) NO

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Columbus, Georgia in the maximum principal amount of \$200,000,000 for the purpose of acquiring, constructing and equipping said Judicial Facilities.

2. All qualified voters desiring to vote in favor of imposing the special county 1 percent sales and use tax (the "Special Sales Tax") for the purposes stated shall vote "Yes" and all qualified voters opposed to levying the Special Sales Tax for the purposes stated shall vote "No". If more than one-half of the votes cast for the question are in favor of imposing the tax, then the tax shall be imposed for the purposes stated in the question so approved beginning April 1, 2022, or the earliest day authorized by law and shall cease to be imposed after \$400,000,000 is collected from the Special Sales Tax.

3. The Council of Columbus, Georgia (the "Council") has determined that it is in the best interest of the citizens of Columbus and Muscogee County that the Special Sales Tax be imposed for the acquisition, construction and equipping of certain capital outlay projects to be used for Judicial Facilities; Road, Street, and Bridge Improvements; Trails and Sidewalks; Storm Water Projects; Parks and Recreation Projects; Golf Facilities; Public Safety; General Government Vehicles and Equipment; Technology Enhancements; Columbus Ironworks Convention and Trade Center Improvements; Columbus Civic Center; and Economic Development (collectively, the "Capital Projects"). The Capital Projects are more specifically described as follows:

Exhibit A-1

**Judicial Facilities** will be constructed at approximately 310,000 square feet of space to provide for adequate space for Superior, State, Juvenile, Municipal/Magistrate, Probate, and Juvenile Courts as well as all court related space for the Judges and Clerks of each court, Sheriff, District Attorney, Public Defender, Accountability Courts, and other court related functions at an estimated cost of \$188,000,000, plus an approximate 500-600 space parking facility at an estimated cost of \$12,000,000.

**Road, Street, and Bridge Improvement Projects** will include road resurfacing, traffic signal installation, widening and resurfacing roads and streets to include alternative transportation at an estimated cost of \$20,000,000.

**Trails and Sidewalks Projects** will expand and/or replace the existing trail and sidewalk network at an estimated cost of \$5,000,000.

**Storm Water Projects** will consist of infrastructure improvements to surface water drainage for roads, streets, bridges, sidewalks, or multi-purpose paths that have been damaged, creating damage or are subject to localized flooding by rehabilitation, replacement or installation of new systems at an estimated cost of \$20,000,000.

**Parks and Recreation Projects** will include the renovation/replacement of 3 swimming pools with pools and/or splash pads, Flat Rock Park Improvements, Carver Park Improvements, Cooper Creek Park Improvements to include Pickleball Courts, Benning Park Improvements, Lakebottom Park Improvements, Theo McGee Park Improvements, Woodruff Farm Soccer Complex Improvements, Mini Splash Pads at South Commons/Civic Center, Carver Park, Liberty District, City Service Center, and 2 additional locations to be determined, and other enhancements to existing parks to include restrooms, pavilions, facilities, and other recreational opportunities at an estimated cost of \$48,000,000.

**Golf Facilities Projects** will include the replacement of the Bull Creek Golf Course Clubhouse and bridge, renovations of the Oxbow Creek Golf Course and replacement of the bridge at an estimated cost of \$5,000,000.

**Public Safety Projects** will include acquisition and upgraded Police, Fire, Emergency Medical Service, and Sheriff's vehicles and equipment and restoration of three Fire Stations, replacement of one Fire Station, and renovations of the Public Safety Building and other public safety vehicle, equipment and facility renovations at an estimated cost of \$44,000,000.

**General Government Vehicles and Equipment Projects** will include acquisition and upgraded vehicles and equipment to include but not limited to Tractors, Trailers, Dump Trucks, Asphalt Trucks, Mowers, Bucket Trucks, Service Vehicles, Passenger Vans, and other vehicles and equipment at an estimated cost of \$14,000,000.

**Technology Enhancements** will include acquisition and upgraded technology to include personal computers, servers, software, and other technology enhancements at an estimated cost \$5,000,000.

Exhibit A-2

**Columbus Ironworks Convention and Trade Center Project** will include improvements to the parking facility to provide for approximately 500 spaces at an estimated cost of \$5,000,000.

**Columbus Civic Center Project** will include improvements to the facility to include roof replacement, sound system replacement, LED display system, video scoreboard and other improvements at an estimated cost of \$5,000,000.

**Economic Development** will include acquisition, site preparation and infrastructure necessary for the Muscogee Technology Park and other locations for new and expanding industries to supply jobs for Columbus area citizens, and targeting a South Columbus Redevelopment initiative at an estimated cost of \$9,000,000.

4. If the Special Sales Tax is to be imposed, general obligation debt of Columbus in the maximum principal amount of \$200,000,000 is authorized (the "Sales Tax Bonds"). The Sales Tax Bonds shall be dated not earlier than January 1, 2022, shall bear interest at a rate or rates not to exceed six percent (6.0%) per annum, payable on such dates as shall be determined by the Council, until the Sales Tax Bonds are paid in full. The maximum principal to be paid each year during the life of the debt shall be as follows:

| <u>YEAR</u> | <u>MAXIMUM PRINCIPAL<br/>AMOUNT MATURING</u> |
|-------------|--|
| 1           | \$16,630,000                                 |
| 2           | 16,630,000                                   |
| 3           | 17,460,000                                   |
| 4           | 18,335,000                                   |
| 5           | 19,250,000                                   |
| 6           | 20,215,000                                   |
| 7           | 21,225,000                                   |
| 8           | 22,285,000                                   |
| 9           | 23,400,000                                   |
| 10          | 24,570,000                                   |

5. The Sales Tax Bonds shall be payable first from the collection of the Special Sales Tax; however, payment of the Sales Tax Bonds shall constitute a general obligation debt of Columbus, Georgia and any debt which is not satisfied from the proceeds of the Special Sales Tax shall be satisfied from the general funds of Columbus, Georgia.

6. The proceeds received from the Special Sales Tax shall be used by Columbus, Georgia exclusively for the purposes specified herein and in the resolution adopted by the Council calling for imposition of the tax. Such proceeds shall be kept in a separate account from other funds of Columbus which will not in any manner be commingled with other funds of Columbus prior to their expenditure. A schedule shall be included in each annual audit of Columbus which shows the amount estimated for each of the Capital Projects in the resolution calling for imposition of the tax, amounts expended in prior years, amounts expended in the current year, and the estimated percentage of completion of each Capital Project. The auditor shall verify and test

Exhibit A-3

expenditures of each Capital Project sufficient to express an opinion thereon in accordance with generally accepted governmental auditing standards.

7. In accordance with Georgia law, the Special Sales Tax proposed by a consolidated government is not subject to any maximum period of time for which the tax may be levied if general obligation debt is to be issued in conjunction with imposition of the tax; however, the special sales and use tax shall terminate as of the end of the calendar quarter during which the Georgia Department of Revenue determines that the tax will have raised revenues sufficient to provide net proceeds equal to or greater than the amount specified and approved by the voters as the maximum amount of net proceeds to be raised by the tax. It is presently estimated by the Council that the term for which the tax will be imposed will be between eight and ten years.

8. To the extent that the Official Code of Georgia Annotated § 36-82-1(d) may be ruled by a court of competent jurisdiction to be applicable to this special 1 percent sales and use tax election, reference is made to said code section, which provides in part that any brochures, listings, or other advertisements issued by the Council or by any other person, firm, corporation or association with the knowledge and consent of the Council shall be deemed to be a statement of intention of the Council concerning the use of bond funds and such statement of intention shall be binding on the Council in the expenditure of any such bond funds or interest received from such bond funds which have been invested, unless the Council uses such bond funds for the retirement of bonded indebtedness, in the manner provided for in said code section.

9. The last day to register to vote in the election is Monday, October 4, 2021. Anyone desiring to register may do so by applying in person at the voter registration office located on the second floor of the City Services Center, 3111 Citizens Way, Columbus, Georgia, or by any other method authorized by Georgia law.

10. The election will be held on Tuesday, November 2, 2021. The polls will be open from 7 a.m. to 7 p.m. on election day. Early voting will take place from October 12, 2021 to October 29, 2021.

Muscogee County Board of Elections  
and Registration

By: \_\_\_\_\_  
Margaret Jenkins, Chairperson

This \_\_\_\_ day of \_\_\_\_\_, 2021.

To be published once a week for five weeks prior to November 2, 2021.

Week of September 27, 2021

Week of October 4, 2021

Week of October 11, 2021

Week of October 18, 2021

Week of October 25, 2021

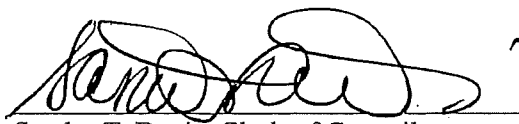
Exhibit A-4

## CLERK'S CERTIFICATE

I, the undersigned Clerk of the Council of Columbus, Georgia, keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of Resolution No. \_\_\_\_ approved and adopted by majority vote of said Council in public meeting assembled on July 27, 2021, the original of which resolution has been entered in the official records of said political subdivision under my supervision and is in my official possession, custody and control.

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

(SEAL)



Sandra T. Davis, Clerk of Council



## ORDER

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

The undersigned Chairperson of the Muscogee County Board of Elections and Registration, as Elections Superintendent for Muscogee County, having been furnished with a certified copy of a resolution of the Council of Columbus, adopted on July 27, 2021, requesting the Muscogee County Board of Elections and Registration to call an election on November 2, 2021, relative to the imposition of a special county 1 percent sales and use tax and issuance of general obligation debt described in said resolution, and said Board of Elections and Registration having authorized this order, does hereby call said election on November 2, 2021, and orders and directs that the form of election notice contained in said resolution and required by law to be published in connection with the election and the issuance of said general obligation debt be published as provided by law.

This \_\_\_\_\_, 2021.

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Chairperson  
Muscogee County Board of Elections  
and Registration

## **NOTICE TO VOTERS**

The Muscogee County Board of Elections and Registration recommends moving Gentian precinct located at 4400 Reese Road to the Elizabeth Bradley Turner Center located at 4225 University Avenue. The precinct location at the Church of Jesus Christ of Latter-Day Saints will be unavailable for use as a voting precinct in the future. If approved, the proposed move will be in effect for voters in the special local option sales tax election, or SPLOST, held on November 2, 2021, and every election held thereafter.

The proposed change will not take place until notice of the proposed change has been published one time a week for two weeks in the legal organ. Any objections to the proposed move can be emailed to [nboren@columbusga.org](mailto:nboren@columbusga.org) no later than Wednesday, September 15, 2021.

By order of the Muscogee County Board of Elections and Registration  
Margaret Jenkins  
Chairperson

## Notice to the Voters of Muscogee County, Georgia

**NOTICE IS HEREBY GIVEN** that on the 23rd day of September 2021 the logic and accuracy testing of the equipment that will be used for voting in the special local option sales tax election to be held on November 2, 2021 will commence in the Office of Elections and Registration, located at the City Services Center, 3111 Citizens Way, Columbus, Georgia, at 11:00 am. Testing will continue at 5601 Veterans Parkway, Columbus, Georgia until all equipment has been tested, prepared, and sealed for voting. This test will determine that all equipment will correctly count votes cast for all positions on the ballot.

**THIS TESTING SHALL** remain open to the public to observe, and members of the public are invited to be present during the preparation and testing of the equipment subject to the rules for public gatherings and to provide for social distancing.

**THIS NOTICE IS GIVEN** pursuant to an order of the Muscogee County Board of Elections and Registration and in accordance with Title 21 of the Official Code of Georgia and rules of the State Election Board.

Margaret Jenkins  
Chairperson  
Muscogee County Board of Elections and Registration

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Chairperson  
Muscogee County Board of Elections and Registration

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- ( ) NO

If imposition of the tax is approved by the voters, such vote shall also constitute approval of the issuance of general obligation debt of Columbus, Georgia in the maximum principal amount of \$200,000,000 for the purpose of acquiring, constructing and equipping said Judicial Facilities.

2. All qualified voters desiring to vote in favor of imposing the special county 1 percent sales and use tax (the “**Special Sales Tax**”) for the purposes stated shall vote “Yes” and all qualified voters opposed to levying the Special Sales Tax for the purposes stated shall vote “No”. If more than one-half of the votes cast for the question are in favor of imposing the tax, then the tax shall be imposed for the purposes stated in the question so approved beginning April 1, 2022, or the earliest day authorized by law and shall cease to be imposed after \$400,000,000 is collected from the Special Sales Tax.

3. The Council of Columbus, Georgia (the “**Council**”) has determined that it is in the best interest of the citizens of Columbus and Muscogee County that the Special Sales Tax be imposed for the acquisition, construction and equipping of certain capital outlay projects to be used for Judicial Facilities; Road, Street, and Bridge Improvements; Trails and Sidewalks; Storm Water Projects; Parks and Recreation Projects; Golf Facilities; Public Safety; General Government Vehicles and Equipment; Technology Enhancements; Columbus Ironworks Convention and Trade Center Improvements; Columbus Civic Center; and Economic Development (collectively, the “**Capital Projects**”). The Capital Projects are more specifically described as follows:

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4. If the Special Sales Tax is to be imposed, general obligation debt of Columbus in the maximum principal amount of \$200,000,000 is authorized (the "**Sales Tax Bonds**"). The Sales Tax Bonds shall be dated not earlier than January 1, 2022, shall bear interest at a rate or rates not to exceed six percent (6.0%) per annum, payable on such dates as shall be determined by the Council, until the Sales Tax Bonds are paid in full. The maximum principal to be paid each year during the life of the debt shall be as follows:

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|-------------|--|
| 1           | \$16,630,000                                 |
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6. The proceeds received from the Special Sales Tax shall be used by Columbus, Georgia exclusively for the purposes specified herein and in the resolution adopted by the Council calling for imposition of the tax. Such proceeds shall be kept in a separate account from other funds of Columbus which will not in any manner be commingled with other funds of Columbus prior to their expenditure. A schedule shall be included in each annual audit of Columbus which shows the amount estimated for each of the Capital Projects in the resolution calling for imposition of the tax, amounts expended in prior years, amounts expended in the current year, and the estimated percentage of completion of each Capital Project. The auditor shall verify and test expenditures of each Capital Project sufficient to express an opinion thereon in accordance with generally accepted governmental auditing standards.

7. In accordance with Georgia law, the Special Sales Tax proposed by a consolidated government is not subject to any maximum period of time for which the tax may be levied if general obligation debt is to be issued in conjunction with imposition of the tax; however, the



special sales and use tax shall terminate as of the end of the calendar quarter during which the Georgia Department of Revenue determines that the tax will have raised revenues sufficient to provide net proceeds equal to or greater than the amount specified and approved by the voters as the maximum amount of net proceeds to be raised by the tax. It is presently estimated by the Council that the term for which the tax will be imposed will be between eight and ten years.

8. To the extent that the Official Code of Georgia Annotated § 36-82-1(d) may be ruled by a court of competent jurisdiction to be applicable to this special 1 percent sales and use tax election, reference is made to said code section, which provides in part that any brochures, listings, or other advertisements issued by the Council or by any other person, firm, corporation or association with the knowledge and consent of the Council shall be deemed to be a statement of intention of the Council concerning the use of bond funds and such statement of intention shall be binding on the Council in the expenditure of any such bond funds or interest received from such bond funds which have been invested, unless the Council uses such bond funds for the retirement of bonded indebtedness, in the manner provided for in said code section.

9. The last day to register to vote in the election is Monday, October 4, 2021. Anyone desiring to register may do so by applying in person at the voter registration office located on the second floor of the City Services Center, 3111 Citizens Way, Columbus, Georgia, or by any other method authorized by Georgia law.

10. The election will be held on Tuesday, November 2, 2021. The polls will be open from 7 a.m. to 7 p.m. on election day. Early voting will take place from October 12, 2021 to October 29, 2021.

Muscogee County Board of Elections  
and Registration  
Margaret Jenkins, Chairperson

This 20th day of September, 2021.

To be published once a week for five weeks prior to November 2, 2021.

Week of September 27, 2021

Week of October 4, 2021

Week of October 11, 2021

Week of October 18, 2021

Week of October 25, 2021

| PRECINCT<br>NAME                   | TOTAL<br>ISSUED<br>AIP | TOTAL<br>ISSUED<br>ABM | (-) REJECTED<br>BALLOTS<br>ABM | (-) TOTAL<br>CANCELLED<br>ABM | (=) VALID<br>BALLOTS<br>AIP | (=) VALID<br>BALLOTS<br>ABM | (-) TOTAL<br>BALLOTS<br>ACCEPTED<br>AIP | (-) TOTAL<br>BALLOTS<br>ACCEPTED<br>ABM | (=) TOTAL<br>NOT<br>RECEIVED<br>AIP | (=) TOTAL<br>NOT<br>RECEIVED<br>ABM |
|------------------------------------|------------------------|------------------------|--------------------------------|-------------------------------|-----------------------------|-----------------------------|---|---|-------------------------------------|-------------------------------------|
| WYNNTON/BR<br>ITT                  | 131                    | 17                     | 1                              |                               | 131                         | 16                          | 131                                     | 13                                      | 0                                   | 3                                   |
| CARVER/MAC<br>K                    | 117                    | 32                     |                                | 2                             | 117                         | 30                          | 117                                     | 27                                      | 0                                   | 3                                   |
| ST<br>JOHN/BELVED<br>ERE           | 217                    | 50                     |                                |                               | 217                         | 50                          | 217                                     | 46                                      | 0                                   | 4                                   |
| BRITT DAVID                        | 36                     | 8                      | 2                              |                               | 36                          | 6                           | 36                                      | 5                                       | 0                                   | 1                                   |
| ST. PETER                          | 62                     | 17                     | 1                              |                               | 62                          | 16                          | 62                                      | 14                                      | 0                                   | 2                                   |
| CORNERSTO<br>NE/CHATTAH<br>OOCHIEE | 114                    | 23                     |                                |                               | 114                         | 23                          | 114                                     | 19                                      | 0                                   | 4                                   |
| COLUMBUS<br>TECH                   | 48                     | 16                     |                                |                               | 48                          | 16                          | 48                                      | 14                                      | 0                                   | 2                                   |
| CENTRAL<br>BAPTIST                 | 172                    | 34                     |                                | 1                             | 172                         | 33                          | 172                                     | 30                                      | 0                                   | 3                                   |
| WYNNBROOK                          | 98                     | 20                     |                                |                               | 98                          | 20                          | 98                                      | 19                                      | 0                                   | 1                                   |
| CUSSETA RD                         | 79                     | 30                     |                                |                               | 79                          | 30                          | 79                                      | 27                                      | 0                                   | 3                                   |
| OUR LADY OF<br>LOURDES             | 105                    | 30                     | 1                              |                               | 105                         | 29                          | 105                                     | 27                                      | 0                                   | 2                                   |
| MT PILGRIM                         | 138                    | 33                     | 1                              |                               | 138                         | 32                          | 138                                     | 25                                      | 0                                   | 7                                   |
| FAITH<br>TABERNACLE                | 133                    | 25                     |                                |                               | 133                         | 25                          | 133                                     | 23                                      | 0                                   | 2                                   |
| CANAAN                             | 176                    | 29                     |                                | 1                             | 176                         | 28                          | 176                                     | 25                                      | 0                                   | 3                                   |
| HOLSEY/BUE<br>NA VISTA             | 171                    | 17                     |                                | 1                             | 171                         | 16                          | 171                                     | 14                                      | 0                                   | 2                                   |
| GENTIAN/BRA<br>DLEYTURNER          | 153                    | 26                     |                                |                               | 153                         | 26                          | 153                                     | 23                                      | 0                                   | 3                                   |

- Page 320 -

## 2022 Election Calendar

\*First day for absentee-by-mail applications for **May** election: **March 7, 2022.**

\*First day for absentee-by-mail applications for **November** election: **August 22, 2022.**

| <u><b>Election</b></u>  | <u><b>Voter Reg<br/>Deadline</b></u>  | <u><b>Advance Voting</b></u>             |
|---|---|--|
| <b>General Primary/<br/>Nonpartisan-<br/>May 24, 2022</b>       | <b>April 25, 2022</b>   | <b>May 2 - 20, 2022</b>                  |
| <b>Run-off Election<br/>(If necessary)<br/>June 21, 2022</b>    | <b>May 23,<br/>2022(registration<br/>deadline if there is a<br/>federal election in<br/>runoff)</b>     | <b>As soon as ballots are available.</b> |
| <b>General Election-<br/>November 8, 2022</b>                   | <b>October 11, 2022</b>   | <b>October 17 – November 4, 2022</b>     |
| <b>Run-off Election<br/>(If necessary)<br/>December 6, 2022</b> | <b>November 7,<br/>2022(registration<br/>deadline if there is a<br/>federal election in<br/>runoff)</b> | <b>As soon as ballots are available.</b> |

\*Last day to apply for absentee ballot-by-mail for **General Primary/Nonpartisan** election: **May 13, 2022.**

\*Last day to apply for absentee ballot-by-mail for **General Election**: **October 28, 2022.**



## Board of Elections and Registrations

Post Office Box 1340  
Columbus, Georgia 31902-1340  
"Georgia's First Consolidated Government"  
(706) 653-4392

Item #9.

Margaret S. Jenkins, Chair  
Uhland "U. D." Roberts, Vice-Chair  
Linda Parker  
Edwin Roldan  
Diane Scrimshire

### Muscogee County Board of Elections and Registration February/March Minutes

The monthly meeting for the Muscogee County Board of Elections and Registration was held Thursday, March 17<sup>th</sup>. Vice-Chairperson Uhland Roberts called the meeting to order at 2:00 p.m. January Board minutes were adopted. Board approved motion to excuse Chair Margaret Jenkins from meeting.

#### Comments:

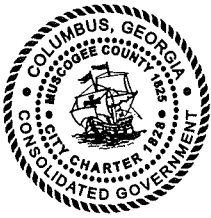
- N/A

#### New Business:

- **VR Report-** Board approved motion to accept 34 obituary deaths for the month of February.
- **FY23 Budget Preparation-** Budget for FY23 has been submitted and meeting with Mayor/City Manager is not set as of today. Status of request will be presented April 7<sup>th</sup> board meeting. Funding for 3 early voting locations in FY22 budget.
- Board Member Linda Parker requested explanation of HB1464 and the expected impact on election procedures. The Director advised that local election officials were reaching out to local delegations and providing feedback.

#### Old Business:

- **Redistricting/Reapportionment Update-** redistricting is moving toward completion. Local legislation has been presented but not passed in General Assembly.
- **General Primary/Nonpartisan Election Update-** Qualifying is complete. Two candidates have information on the voter registration system that the Board needs to study and determine if challenge is appropriate. The Board, after reviewing the qualifying information and what was provided by the Director, determined that challenges would be appropriate for two candidates for Council: Demarco Johnson (D3) and Juanita Taylor (D7).
- Challenge hearing date was set by the Board for Thursday, April 7, at 4:00 pm in Council Chambers. The Director will send first class mail notification to the candidates advising of the process.



## Board of Elections and Registrations

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Margaret S. Jenkins, Chair  
Uhland "U. D." Roberts, Vice-Chair  
Linda Parker  
Edwin Roldan  
Diane Scrimshire

**Correspondence:** N/A

**Guest:** Public Forum

No further business Vice-Chair, Uhland Roberts, adjourned the meeting at 2:54 p.m.

Respectfully Submitted,

Uhland Roberts  
Vice-Chairperson



# Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #9.

City Services Center  
3111 Citizens Way  
Columbus, GA 31906

Mailing Address:  
PO Box 1340  
Columbus, GA 31902

Telephone (706) 653-4398, 4402  
Fax (706) 225-3800

## Board Members

Jayne Govar  
Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #09-22

**CALL TO ORDER:** Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, March 14, 2022, at 9:00 AM.

### PRESENT ARE:

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Deputy Chief Appraiser Glen Thomason  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Vice Chairman Carmack motions to accept agenda with one noted change. Assessor Jones seconds and the motion carries.

**APPROVAL OF MINUTES:** Vice Chairman Carmack motions to accept Minutes #08-22. Assessor Sandifer Hicks seconds and the motion carries.

At 9:05, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #051 004 015; 176 001 047 – Signed & Approved.

At 9:14, Chief Appraiser Suzanne Widenhouse presents for Administrative Division to the Board:

- Homestead #065 030 006 – Board votes with a 4-1 vote in favor. Assessor Hammonds motions to carry back to 2021. Assessor Jones seconds and the motion carries.

At 9:41, Chief Appraiser Suzanne Widenhouse presents for Commercial Property to the Board:

- Waiver & Release Proposal – Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- Hearing Officer Results – #072 016 003; 072 016 011; 070 002 022; 087 019 049 Vice Chairman Carmack motions to appeal to Superior Court. Assessor Hammonds seconds and the motion carries.
- BOE Decisions - #062 004 012 Vice Chairman Carmack motions to appeal to Superior Court. Assessor Jones seconds and the motion carries. All others placed into record.



At 10:04, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Historic Preservation Application # 005 013 009 – Signed & Approved.
- Executive Session – No vote taken.

At 10:43, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_

MIN# 10 - 22 MAR 21 2022



J. GOVAR  
CHAIRMAN




L. SANDIFER HICKS  
ASSESSOR

*in class*

K. JONES  
ASSESSOR



T.A. HAMMONDS  
ASSESSOR



T. CARMACK  
VICE CHAIRMAN



# Columbus, Georgia, Board of Tax Assessors

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Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #10-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, March 21, 2022, at 9:00 AM.

### PRESENT ARE:

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Vice Chairman Carmack motions to accept agenda. Assessor Sandifer Hicks seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes #09-22. Assessor Sandifer Hicks seconds and the motion carries.

MISCELLANEOUS: Vice Chairman Carmack motions to excuse Assessor Jones today as she is attending a required class. Assessor Hammonds seconds and the motion carries.

At 9:06, Personal Property Manager Stacy Pollard presents to the Board:

- Value Adjustments – Signed & Approved.

At 9:09, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #064 016 012; 064 016 012X; 064 016 013; 176 001 042; 158 001 004; 158 001 007; 158 001 007H; 158 001 008; 158 001 008H; 158 001 009; 158 001 010 – Signed & Approved.

At 9:23, Commercial Property Manager Jeff Milam presents to the Board:

- Tax Exempt Request #046 001 005 – Signed & Approved.

At 9:28, Chief Appraiser Suzanne Widenhouse presents to the Board:

- BOE Hearing Results – Placed into Record.
- Settlement Conference Results – #072 017 028 & 072 017 023 – Assessor Hammonds motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

"An Equal Opportunity / Affirmative Action Organization"


MEMBERS: Georgia Association of Assessors' National Association of Assessing Officials

At 9:40, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_

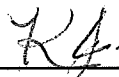
MIN# 11 - 22 MAR 28 2022



J. GOVAR  
CHAIRMAN



L. SANDIFER HICKS  
ASSESSOR



K. JONES  
ASSESSOR



T.A. HAMMONDS  
ASSESSOR



T. CARMACK  
VICE CHAIRMAN



# Columbus, Georgia, Board of Tax Assessors

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Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #11-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, March 28, 2022, at 9:00 AM.

### PRESENT ARE:

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Sandifer Hicks motions to accept agenda. Assessor Hammonds seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes #10-22. Assessor Hammonds seconds and the motion carries.

At 9:07, Administrative Manager Leilani Floyd presents to the Board:

- Homestead Removal Request – Board votes unanimously in favor. Vice Chairman Carmack motions to remove Homestead for 2019, 2020 & 2021. Assessor Sandifer Hicks seconds and the motion carries.

At 9:16, Residential Property Manager Heidi Flanagan presents to the Board:

- Mobile Home Value – Signed & Approved.

At 9:25, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #172 001 004; 172 001 006; 172 001 006A; 172 001 013; and 172 001 013A – Signed & Approved.

At 9:35, Chairman Jayne Govar adjourns the meeting without any objections.

*"An Equal Opportunity / Affirmative Action Organization"*

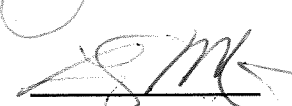
MEMBERS: Georgia Association of Assessors' Officials / National Association of Assessing Officials


Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_


MIN# 12-22 APR 4 2022

  
J. GOVAR  
CHAIRMAN

  
L. SANDIFER HICKS  
ASSESSOR

  
K. JONES  
ASSESSOR

  
T.A. HAMMONDS  
ASSESSOR

  
T. CARMACK  
VICE CHAIRMAN



# Columbus, Georgia, Board of Tax Assessors

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Chairman

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Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #12-22

**CALL TO ORDER:** Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, April 4, 2022, at 9:00 AM.

### **PRESENT ARE:**

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

**APPROVAL OF AGENDA:** Assessor Jones motions to accept agenda with two noted changes. Assessor Hammonds seconds and the motion carries.

**APPROVAL OF MINUTES:** Assessor Hammonds motions to accept Minutes #11-22. Vice Chairman Carmack seconds and the motion carries.

At 9:04, Commercial Property Manager Jeff Milam presents to the Board:

- Non-Tax Requests - Signed & Approved.

At 9:10, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #004 011 004; 004 011 004XH; 065 002 011; 087 036 001; 089 011 011 and 089 011 011C – Signed & Approved.

At 9:22, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Historic Exemption - #004 016 007 – Signed & Approved.
- Legislative Update – House Bill 1094; House Bill 573; House Bill 887; House Bill 978; Senate Bill; Personal Property Bill – summary given of all proposed legislative bills - no vote taken.
- Executive Session – Board voted to authorize Chief Appraiser to prepare settlement negotiation. Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

At 10:19, Chairman Jayne Govar adjourns the meeting without any objections.

"An Equal Opportunity / Affirmative Action Organization"

MEMBERS: Georgia Association of Assessors, National Association of Assessing Officials

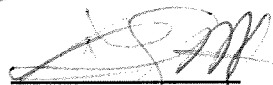
Suzanne Widenhouse  
Chief Appraiser/Secretary

APPROVED: \_\_\_\_\_

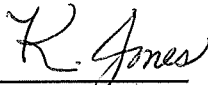
MIN# 13-22 APR 11 2022



J. GOVAR  
CHAIRMAN



L. SANDIFER HICKS  
ASSESSOR



K. JONES  
ASSESSOR



T.A. HAMMONDS  
ASSESSOR



T. CARMACK  
VICE CHAIRMAN





# Columbus, Georgia, Board of Tax Assessors

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Chairman

Lanitra Sandifer Hicks  
Assessor

Kathy J. Jones  
Assessor

Todd A. Hammonds  
Assessor

Trey Carmack  
Vice Chairman

Chief Appraiser  
Suzanne Widenhouse

## MINUTES #13-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, April 11, 2022, at 9:00 AM.

### PRESENT ARE:

Chairman Jayne Govar  
Vice Chairman Trey Carmack  
Assessor Lanitra Sandifer Hicks  
Assessor Kathy Jones  
Assessor Todd Hammonds  
Chief Appraiser Suzanne Widenhouse  
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Assessor Hammonds motions to accept agenda. Assessor Jones seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept Minutes #12-22. Assessor Sandifer Hicks seconds and the motion carries.

At 9:03, Chief Appraiser Suzanne Widenhouse presents for Administrative Division to the Board:

- Historic Part A Received - Signed & Approved.

At 9:06, Personal Property Manager Stacy Pollard presents to the Board:

- Parcel Adjustment – Signed & Approved.

At 9:08, Chief Appraiser Suzanne Widenhouse presents for Deputy Chief Appraiser Glen Thomason:

- Map Splits - #087 036 003; 087 036 003A; 128 017 017; 129 005 001; 131 001 024; 131 001 038 – Signed & Approved. Parcel # 110 011 022 & 110 011 022H – rejected to be reworked.

At 9:19, Chairman Jayne Govar opens a discussion on Board Meeting times.


Vice Chairman Carmack motions to excuse Assessor Hammonds absence for next weeks meeting. Assessor Jones seconds and the motion carries.

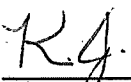
At 10:01, Chairman Jayne Govar adjourns the meeting without any objections.


Suzanne Widenhouse  
Chief Appraiser/Secretary

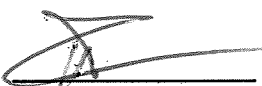
APPROVED:  \_\_\_\_\_

  
\_\_\_\_\_  
J. GOVAR  
CHAIRMAN

  
\_\_\_\_\_  
L. SANDIFER HICKS  
ASSESSOR

  
\_\_\_\_\_  
K. JONES  
ASSESSOR

  
\_\_\_\_\_  
T.A. HAMMONDS  
ASSESSOR

  
\_\_\_\_\_  
T. CARMACK  
VICE CHAIRMAN



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MONTHLY MEETING**

**JANUARY 27, 2022**

**12:00 PM**

**BOARD ROOM  
(SECOND LEVEL)**

**A G E N D A**

- I. CALL TO ORDER – CHAIRMAN JONATHAN PAYNE**
- II. APPROVAL OF MINUTES**
  - A. REGULAR MEETING – DECEMBER 16, 2021**
- III. FINANCIAL REPORT – NICHOLE BURKMAN**
  - A. NOVEMBER 2021**
  - B. DECEMBER 2021**
- IV. SPECTRA UPDATES – HAYLEY TILLERY**
  - A. NOVEMBER 2021**
  - B. DECEMBER 2021**
- V. SALES REPORT – HAYLEY TILLERY**
  - A. NOVEMBER 2021**
  - B. DECEMBER 2021**
- VI. NEW BUSINESS**
  - A. AUTHORITY ENDORSEMENT FOR ORDINANCE AMENDMENT TO ALLOW THE  
SELL OR DISPOSAL OF TRADE CENTER PERSONAL PROPERTY**
  - B. NEW PRICING STRUCTURE FOR THE COLUMBUS GEORGIA CONVENTION AND  
TRADE CENTER**
- VII. FACILITY UPDATE – HAYLEY TILLERY**
- VIII. ADJOURNMENT**



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MINUTES OF THE MONTHLY MEETING  
JANUARY 27, 2022  
12:00 PM**

The monthly meeting of the Columbus Iron Works Convention and Trade Center Authority was held Thursday, January 27, 2022, at 12:00 PM in the Boardroom of the facility.

**Authority Members Present:** Chairman Jonathan Payne, Vice Chairman Carson Cummings, and Craig Burgess  
**Via Tele-Conference:** Jessica Ferriter

**Authority Members Absent:** Lauren Chambers

**Administrative Members Present:** Executive Director Hayley Tillery, Assistant Director Skip Hansberger, Finance Manager R. Nichole Burkman and Secretary Chasity Hall Deppe.

**CALL TO ORDER**

Chairman Jonathan Payne welcomed the members and at 12:01 PM called the meeting to order.

**APPROVAL OF MINUTES**

**A. REGULAR MEETING – DECEMBER 16, 2021**

All members were asked if they had received and read the minutes from the previous regular meeting dated December 16, 2021. With no additions or corrections to be made, Chairman Jonathan Payne ask for a motion to approve the minutes as written. Vice Chairman Carson Cummings made the motion, that was second by Jessica Ferriter, and carried unopposed by all members present.

**FINANCIAL REPORT – NICHOLE BURKMAN**

- A. NOVEMBER 2021** – See attached report.
- B. DECEMBER 2021** – See attached report.

Chairman Jonathan Payne made a motion to approve the November and December financial reports as prepared and presented by Finance Manager R. Nichole Burkman. Craig Burgess second the motion that was carried unopposed by all members present.

**SPECTRA UPDATES**

**A. NOVEMBER 2021**

**B. DECEMBER 2021**

Executive Director Hayley Tillery shared the catering update report, as provided by Spectra for November and December 2021. See attached reports.

**SALES REPORT - HAYLEY TILLERY**

- A. NOVEMBER 2021** Executive Director Hayley Tillery gave the sales report for the month of November 2021. Hayley stated there were 156 client inquiries for the month; 65 call-in clients, 24 walk-in clients, 61 planning kit request and 6 request for proposals with 27 contracts issued. There were 84 events days during the month of November with an overall client survey score of 100, based on 3 surveys.
- B. DECEMBER 2021** Executive Director Hayley Tillery gave the sales report for the month of December 2021. Hayley stated there were 103 client inquiries for the month; 48 call-in clients, 14 walk-in clients, 36 planning kit request and 5 request for proposals with 42 contracts issued. There were 84 events days during the month of December with an overall client survey score of 94, based on 2 surveys.

**NEW BUSINESS**

- A. AUTHORITY ENDORSEMENT FOR ORDINANCE AMENDMENT TO ALLOW THE SELL OR DISPOSAL OF TRADE CENTER PERSONAL PROPERTY** Executive Director Hayley Tillery asked the Authority for their endorsement to ask council for an amendment to the current ordinance regarding the sell and disposal of Trade Center Personal Property. Hayley explained that at present all personal property of the facility had to be turned over to the city for sell or disposal. Hayley added that she would like for the facility, at the discretion of the Authority, have the power to sell or dispose of personal property independently when warranted.

After a brief discussion, Chairman Jonathan Payne made the motion to approve moving forward with establishing endorsement change or amendment language. Craig Burgess second the motion that was carried unanimously by all members present.

Hayley stated that she would report back to the Authority for final approval before proceeding.

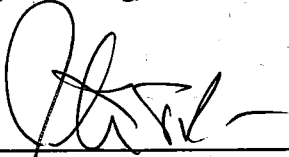
- B. NEW PRICING STRUCTURE FOR THE COLUMBUS GEORGIA CONVENTION AND TRADE CENTER** As briefly mentioned at the last meeting, Executive Director Hayley Tillery explained the new pricing structure being implemented by the facility. Hayley shared with the Authority a copy of the letter that had been mailed to existing repeat clients also explaining the new structure.

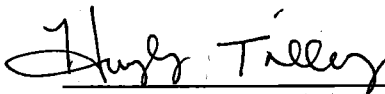
**FACILITY UPDATE - HAYLEY TILLERY**

FACILITY UPDATE - See attached report.

**ADJOURNMENT**

With no further items of business to discuss, Chairman Jonathan Payne adjourned the meeting at 1:10 PM. The next regular meeting, which is held the fourth Thursday of each month, will be held Thursday, February 24, 2022.

  
Jonathan Payne, Vice Chairman  
Columbus Iron Works Convention and  
Trade Center Authority

  
Hayley Tillery, Executive Director  
Columbus Georgia Convention and  
Trade Center



# COLUMBUS GEORGIA CONVENTION AND TRADE CENTER FY 22 - November 2021 FINANCIAL HIGHLIGHTS

R. Nichole Burkman

## REPORT 1 – REVENUE SUMMARY

- November 2021, there were 84 event days and 8,674 attendees.
- Church of the Highlands brought in \$37,543.33 in revenue
- November 2020, there were 51 event days and 9,160 attendees.
- Top Events

| November 2021               |               | November 2020 (Last Year)            |               |
|-----------------------------|---------------|--------------------------------------|---------------|
| Event                       | Total Revenue | Event                                | Total Revenue |
| GRPA 2021 State Conference  | \$49,528      | COH Sunday Service                   | \$29,816      |
| COH Sunday Services         | \$30,205      | Sialega/Sualevai Wedding & Reception | \$20,238      |
| Southeastern Fishes Council | \$15,459      | Raja/Ahmed Wedding & Reception       | \$10,099      |

- F&B Revenue was \$128,083; Operations Revenue was \$99,065; Total revenue \$227,148.
- Total Revenue for November 2020 was \$116,474.

## REPORT 2 – November 2021 PROFIT & LOSS STATEMENT

### ➤ REVENUES

- Operating Revenue
  - Catering Commission Revenue of \$27,561 for 10/28-11/24.
  - Space rental was \$83,936.
  - Client Electrical Usage was \$4,605. Convention Services were \$960.
  - Total Operating Revenue of \$130,200 is 124% more than anticipated.
- Tax/Other Source Revenue
  - Beer tax was \$88,472.
  - Investment Interest was \$1,528.
  - Hotel/Motel tax was \$60,091.
  - Total Tax/Other Source Revenue of \$150,092, which is a 56% increase from last year.
- Total Revenue of \$280,291 for November 2021, a 76% increase from last year at this time.

### ➤ EXPENSES

- Labor Cost
  - Total labor expenses were \$95,017.
- Operating Expenses
  - Covid Expenses are a negative to be zeroed out to balance with the city's books, the expenditures were coded to another account.
  - Promotions & Advertising was \$1,609 due to items needed for Breakfast with Santa.
  - Contractual Services were \$11,511, this includes our yearly inspections by Fuller Fire & Safety of the fire alarm, fire pump and sprinkler system.
  - Operations Expenses is \$4,308 due to purchasing items needed from Public Works and Grainger
  - Electricity decreased 15.5% in Nov compared to Oct, water increased by 4.4% compared to Oct and gas increased by 125.5% compared to Oct due to using more heat in the building.
  - Operating Expenses was \$57,254, 4.3% increase from last year at this time.
- Total Expenses was \$152,271.
- Net Profit was \$128,020 for November 2021.

## REPORT 3 –OCTOBER 2021 YTD PROFIT & LOSS STATEMENT

➤ REVENUES

- Operating Revenue
  - Client Electrical Usage is \$35,279, an 85% increase from last year and only 4% away from our anticipated revenue.
  - Catering Commission is \$234,388 and is on track to obtain the revenue planned for FY 2022.
  - Equipment Rental is \$47,720 for the fiscal year.
  - Space Rental is \$529,717.
  - Operating Revenue for the Fiscal year is at \$880,077.
- Tax/Other Source Revenue
  - Beer/Alcohol Tax is \$283,651
  - Hotel/Motel tax is \$302,370
  - Total Tax/Other Revenue is \$595,359 for Fiscal Year 2022
- Total YTD Revenue is already \$1,475,435, which is almost half of our anticipated revenue for the year.

➤ EXPENSES

- Labor Cost
  - Total expense is \$454,204, 21.7% higher than last year.
- Operating Expenses
  - Promotion & Advertising is high due to the check that was written for United Way.
  - Education and Training is \$1,104 which is over 600% more than last year, training is important for employee growth.
  - Catering Services is still at \$0 due to not having to pay catering for their services this year.
  - Operations expenses is \$7,777, which is 50% less than we have planned to have spent by now.
  - Gas is 114% higher than last year due to having more events and needing to heat the rooms. We have already spent 66% of our water revenue but this also has to do with the broken water fountain in Sept and the Tattoo Expo. Electricity is on track to be what we have budgeted for the fiscal year.
  - Operating Expenses YTD is \$357,244, only 5.3% higher than last year.
- Total Expenses is \$855,348.
- Net Profit is \$620,088.

**REPORT 4 – FY 2022 YTD FIVE YEAR COMPARISON**

- Revenue
  - Total Revenue YTD is 22.5% higher than the average.
- Expenses
  - All are lower than the 5-year average, except for utilities.
  - Utilities are 12.1% higher than the average.
  - Total Expenses of \$855,347 is 10.9% lower than the average.
  - Net Profit is 152.8% higher than the average.





# COLUMBUS GEORGIA CONVENTION AND TRADE CENTER

## FY 22 - December 2021 FINANCIAL HIGHLIGHTS

R. Nichole Burkman

### REPORT 1 – REVENUE SUMMARY

- December 2021, there were 82 event days and 12,411 attendees.
- Church of the Highlands brought in \$37,543.33 in revenue
- Breakfast with Santa raised a total of \$27,676.62, of which, \$25,033.90 was donated to the Children's Miracle Network.
- December 2020, there were 49 event days and 26,801 attendees due to early voting.
- Top Events

| December 2021                                     |               | December 2020 (Last Year)         |               |
|---|---------------|-----------------------------------|---------------|
| Event   | Total Revenue | Event                             | Total Revenue |
| Columbus High School                              | \$51,127      | Early Voting                      | \$36,922      |
| COH Sunday Services                               | \$22,470      | COH Sunday Services               | \$22,245      |
| Delta Sigma Theta Sorority, Inc. Scholarship Gala | \$19,490      | Shirah/Arroyo Wedding & Reception | \$9,768       |

- F&B Revenue was \$192,691; Operations Revenue was \$103,338; Total revenue \$395,619.
- Total Revenue for December 2020 was \$131,656.

### REPORT 2 – December 2021 PROFIT & LOSS STATEMENT

#### ➤ REVENUES

- Operating Revenue
  - Catering Commission Revenue of \$35,422 for 11/25-12/29.
  - Space rental was \$86,926.
  - Client Electrical Usage was \$4,462. Convention Services were \$1,453.
  - Total Operating Revenue of \$142,981 is 85% more than last year.
- Tax/Other Source Revenue
  - Beer tax was \$54,726.
  - Investment Interest was \$1,482.
  - Hotel/Motel tax was \$57,943.
  - Total Tax/Other Source Revenue of \$114,151, which is a 36% increase from last year.
- Total Revenue of \$257,132 for December 2021, a 59% increase from this time last year.

#### ➤ EXPENSES

- Labor Cost
  - Total labor expenses were \$146,565, we had three pay periods in December and used temp employees.
- Operating Expenses
  - Promotions & Advertising was \$2,019 due to payments for items at Breakfast with Santa.
  - Contractual Services were \$17,144, the escalators, air walls, and elevators were all serviced in December.
  - Operations Expenses were \$2,000
  - Water was \$1,795, electricity was \$20,111 and gas was \$5,754 in December, a total of 15% less than last month.
  - Operating Expenses was \$88,382, 12.6% decrease from last year.
- Total Expenses was \$234,947.
- Net Profit was \$22,185 for December 2021.

### REPORT 3 –OCTOBER 2021 YTD PROFIT & LOSS STATEMENT

## ➤ REVENUES

- Operating Revenue
  - Client Electrical Usage was \$39,741, an 78% increase from last year.
  - Catering Commission is \$269,811.
  - Equipment Rental is \$55,523 for the fiscal year.
  - Space Rental is \$616,643.
  - Operating Revenue for the Fiscal year is at \$1,023,057.
- Tax/Other Source Revenue
  - Beer/Alcohol Tax is \$338,377.
  - Hotel/Motel tax is \$360,313.
  - Total Tax/Other Revenue is \$709,510 for Fiscal Year 2022
- Total YTD Revenue is already \$1,732,567, which is 80% more than last year.

## ➤ EXPENSES

- Labor Cost
  - Total expense is \$600,769, 6.8% higher than last year.
- Operating Expenses
  - Promotion & Advertising is \$10,779.
  - Convention services is \$8,190, which is 75% less than last year.
  - Catering Services is still at \$0 due to not having to pay catering for their services this year.
  - Repairs to the building and equipment is \$19,508, which is 21.6% less than last year.
  - Water is \$23,452, Gas is \$21,481, and Electricity is \$196,276. This is a total of 31% more than last year.
  - Operating Expenses YTD is \$445,626, only 1% higher than last year.
- Total Expenses is \$1,090,295.
- Net Profit is \$642,272.

**REPORT 4 – FY 2022 YTD FIVE YEAR COMPARISON**

- Revenue
  - Total Revenue YTD is 17.8% higher than the average.
- Expenses
  - Labor Costs are 5.8% higher than the 5-year average.
  - Utilities are 11% higher than the average.
  - All others are lower than the 5-year average.
  - Total Expenses of \$1,090,004 is 7.4% lower than the average.
  - Net Profit is 119.4% higher than the average.



## COLUMBUS GEORGIA CONVENTION & TRADE CENTER

### Overview of Recent Events

Date: January 27, 2022

#### Current Projects

- Trade Center Polices and Start Up Manual for each Department
- GBAC Star Accreditation for the facility
- FY23 Budget due February 11<sup>th</sup>
- Security System Install
- American Rescue Plan Update

#### Completed Projects/Updates

- Repair or replace (6) of (9) new bottle filler stations under warranty – in-house labor
- Repair faulty electromagnetic keypad door at Smokestack entrance – in-house labor
- Replace one of our surveillance system DVRs that crashed – in-house labor
- Repaired/replaced (4) shorted out exterior in-ground lights outside South Exhibit Hall – in-house labor
- Installed Hands-free foot-pull door openers in remaining public restrooms throughout the facility – in-house labor
- Completed annual backup generator inspections
- Completed semi-annual vent hood inspections
- Replaced CVC Screen on the large Chiller

#### Employee Updates

##### *Active Job Postings*

- Operations Part-Time – processing candidate pool (4) positions
- Operations Full-Time – processing candidate pool (1) position
- Operations Supervisor Full-Time – processing candidate (1) position
- Facilities Part-Time – processing candidate pool (1) position
- Facilities Full Time – processing candidate pool (1) position

#### Authority Meeting Agenda

- February 24<sup>th</sup> – Cover January
- March 24<sup>th</sup> – Cover February



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MONTHLY MEETING  
FEBRUARY 24, 2022**

**12:00 PM**

**BOARD ROOM  
(SECOND LEVEL)**

**A G E N D A**

- I. CALL TO ORDER – CHAIRMAN JONATHAN PAYNE**
- II. APPROVAL OF MINUTES**
  - A. REGULAR MEETING – JANUARY 27, 2022**
- III. FINANCIAL REPORT – NICHOLE BURKMAN**
  - A. JANUARY 2022**
- IV. SPECTRA UPDATES – HAYLEY TILLERY**
  - A. JANUARY 2022**
- V. SALES REPORT – HAYLEY TILLERY**
  - A. JANUARY 2022**
- VI. OLD BUSINESS**
  - A. AUTHORITY ENDORSEMENT FOR ORDINANCE AMENDMENT ALLOW  
THE SELL OR DISPOSAL OF TRADE CENTER PERSONAL PROPERTY**
- VII. FACILITY UPDATE – HAYLEY TILLERY**
- VIII. ADJOURNMENT**



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND  
TRADE CENTER AUTHORITY**

**MINUTES OF THE MONTHLY MEETING  
FEBRUARY 24, 2022  
12:00 PM**

The monthly meeting of the Columbus Iron Works Convention and Trade Center Authority was held Thursday, February 24, 2022, at 12:00 PM in the Boardroom of the facility.

**Authority Members Present:** Chairman Jonathan Payne, Vice Chairman Carson Cummings, and Craig Burgess  
**Via Tele-Conference:** Lauren Chambers

**Authority Members Absent:** Jessica Ferriter

**Administrative Members Present:** Executive Director Hayley Tillery, Assistant Director Skip Hansberger, Finance Manager R. Nichole Burkman and Secretary Chasity Hall Deppe.

**CALL TO ORDER**

Chairman Jonathan Payne welcomed the members and at 12:04 PM called the meeting to order.

**APPROVAL OF MINUTES**

**A. REGULAR MEETING – JANUARY 27, 2022**

All members were asked if they had received and read the minutes from the previous regular meeting dated January 27, 2022. With no additions or corrections to be made, Chairman Jonathan Payne made a motion to approve the minutes as written. Craig Burgess second the motion which was carried unopposed by all members present.

**FINANCIAL REPORT – NICHOLE BURKMAN**

**A. JANUARY 2022 – See attached report.**

Chairman Jonathan Payne made a motion to approve the January financial report as prepared and presented by Finance Manager R. Nichole Burkman. Craig Burgess second the motion that was carried unopposed by all members present.

## **SPECTRA UPDATES**

### **A. JANUARY**

Executive Director Hayley Tillery stated she had no catering report for the month of January.

## **SALES REPORT - HAYLEY TILLERY**

- A. JANUARY 2022** Executive Director Hayley Tillery gave the sales report for the month of January 2022. Hayley stated there were 163 client inquiries for the month; 101 call-in clients, 19 walk-in clients, 35 planning kit request and 8 request for proposals with 21 contracts issued. There were 71 events days during the month of January with an overall client survey score of 92, based on 2 surveys.

## **OLD BUSINESS**

- A. AUTHORITY ENDORSEMENT FOR ORDINANCE AMENDMENT TO ALLOW THE SELL OR DISPOSAL OF TRADE CENTER PERSONAL PROPERTY** As discussed at the previous meeting, Executive Director Hayley Tillery reported back to the Authority the language to be presented to the City Council asking for an amendment to the current ordinance regarding the sell and disposal of Trade Center Personal Property. The amendment if approved would give the facility with Authority approval the power to sell or dispose of personal property independently when warranted.

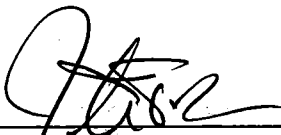
After a brief discussion, Chairman Jonathan Payne made the motion to approve the suggested wording for Executive Director Hayley Tillery to present to city council. Vice Chairman Carson Cummings second the motion that was carried unanimously by all members present.

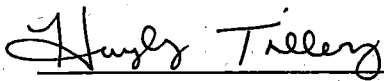
## **FACILITY UPDATE - HAYLEY TILLERY**

FACILITY UPDATE - See attached report.

## **ADJOURNMENT**

At 12:46 PM, Chairman Jonathan Payne adjourned the regular meeting, and the members immediately went into Executive Session. The session was exited at 1:20 PM, with one vote taken, see attached minutes. The next regular meeting, which is held the fourth Thursday of each month, will be held Thursday, February 24, 2022.

  
Jonathan Payne, Vice Chairman  
Columbus Iron Works Convention and  
Trade Center Authority

  
Hayley Tillery, Executive Director  
Columbus Georgia Convention and  
Trade Center



**COLUMBUS GEORGIA  
CONVENTION & TRADE CENTER**

**COLUMBUS IRON WORKS CONVENTION AND TRADE CENTER AUTHORITY  
EXECUTIVE SESSION MINUTES  
FEBRUARY 24, 2012**

The Columbus Iron Works Convention and Trade Center Authority entered Executive Session @12:46 PM on February 24, 2022, following the regular monthly meeting to discuss a salary increase for Executive Director, Hayley Tillery.

Authority Members Present: Chairman Jonathan Payne, Vice Chairman Carson Cummings, Craig Burgess and Lauren Chambers (virtual)

Authority Members Absent: Jessica Ferriter

After some discussion, Chairman Jonathan Payne made the motion, that was then second by Vice Chairman Carson Cummings and carried unanimously by all members present to increase the annual salary of Executive Director Hayley Tillery to \$118,000.00, effective immediately.

Following the vote, with no other business to discuss, the members exited the session at 1:20 PM.

Jonathan Payne, Chairman  
Trade Center Authority

Carson Cummings, Vice Chairman  
Trade Center Authority





# COLUMBUS GEORGIA CONVENTION AND TRADE CENTER

## FY 22 – January 2022 FINANCIAL HIGHLIGHTS

R. Nichole Burkman

### REPORT 1 – REVENUE SUMMARY

- January 2022, there were 72 event days and 8,956 attendees.
- Church of the Highlands brought in \$80,860 in revenue
- January 2021, there were 59 event days and 8,973 attendees due to early voting.
- Top Events

| January 2022             |               | January 2021 (Last Year) |               |
|--------------------------|---------------|--------------------------|---------------|
| Event                    | Total Revenue | Event                    | Total Revenue |
| COTH Sunday Services (5) | \$41,810      | COTH Sunday Service      | \$27,285      |
| COTH 21 Days of Prayer   | \$21,600      | COTH 21 Days of Prayer   | \$23,650      |
| Posey/Walters Wedding    | \$12,737      | Path-Tec Job Fair        | \$12,308      |

- F&B Revenue was \$37,401; Operations Revenue was \$118,152; Total revenue \$155,553.
- Total Revenue for January 2021 was \$115,647.

### REPORT 2 – January 2022 PROFIT & LOSS STATEMENT

#### ➤ REVENUES

- Operating Revenue
  - No Catering Commission for January 2022 for 12/30-1/26.
  - Conventions services is negative due to a double booking of a payment in October 2021.
  - Total Operating Revenue of \$102,631 is 1.4% more than last year.
- Tax/Other Source Revenue
  - Received \$29,873.00 for the October Pandemic Pay refund, will be moved to labor costs in Feb.
  - Total Tax/Other Source Revenue is \$133,002, 48.6% more than last year at this time.
- Total Revenue of \$235,633 for January 2022.

#### ➤ EXPENSES

- Labor Cost
  - Total labor expenses were \$90,987, 3.5% more than last year.
- Operating Expenses
  - Operating Expenses was \$57,916, a 46% decrease from this time last year.
- Other Expenses
  - Other Expenses were updated to appropriately reflect non-operating expenses, Cost Allocation, Bonded Debt, Risk Management/Workers Comp, Capital Outlay, American Rescue Plan.
  - Received \$309,605.52 from the American Rescue Plan. These funds will be moved to Capital Outlay to cover funding for different Trade Center projects.
- Total Expenses was \$196,650.
- Net Profit was \$38,983 for January 2022.

### REPORT 3 – January 2022 YTD PROFIT & LOSS STATEMENT

#### ➤ REVENUES

- Operating Revenue
  - Operating Revenue for the 2022 Fiscal year so far is \$1,125,689
- Tax/Other Source Revenue
  - Beer/Alcohol tax is \$399,907.
  - Hotel/Motel tax is \$385,331.
  - Total Tax/Other Revenue is \$828,102 for Fiscal Year 2022

- Total YTD Revenue for January 2022 is 1,953,790.

➤ EXPENSES

- Labor Cost
  - Total expense is \$691,756, 6% higher than last year.
- Operating Expenses
  - Promotion and advertising for the fiscal year so far is \$13,253 due to the Wedding Show and the Sip & Shop events that we have recently held.
  - Convention services is \$8,190, 74% more than this time last year.
  - Repairs to the building and equipment is \$33,374, which is 34.4% less than last year.
  - Water is \$24,928, Gas is \$29,933, and Electricity is \$213,664. This is a total of 29.7% more than last year.
  - Operating Expenses YTD is \$427,572, 11% less than last year.
- Total Expenses is \$1,282,665.
- Net Profit is \$671,125.

**REPORT 4 – FY 2022 YTD FIVE YEAR COMPARISON**

➤ Revenue

- Total Revenue YTD is 17.85% higher than the average.

➤ Expenses

- Labor Costs are 3.68% higher than the 5-year average.
- Utilities are 19.5% higher than the average.
- All others are lower than the 5-year average.
- Total Expenses of \$1,282,665 is 16.8% lower than the average.
- Net Profit is 479.5% higher than the average.



## COLUMBUS GEORGIA CONVENTION & TRADE CENTER

### Overview of Recent Events

Date: February 24, 2022

#### Current Projects

- Trade Center Polices and Start Up Manual for each Department
- GBAC Star Accreditation for the facility
- American Rescue Plan Projects
- FY22 Budget Purchases

#### Completed Projects/Updates

- Repaired deficiencies of sprinkler system discovered during annual inspection
- Repaired faulty Casing Relief Valve on our Fire Pump
- Repaired Admin Parking Lot Gate – in-house labor
- Replace (1) of our (9) house-sound amplifiers to rectify sound issues in MR 211
- Rearrange “Attic” workroom and to create a hybrid work/storage space – in-house labor

#### Employee Updates

##### *Active Job Postings*

- Operations Part-Time – processing candidate pool (4) positions
- Operations Full-Time – processing candidate pool (1) position
- Operations Supervisor Full-Time – processing candidate (1) position
- Facilities Part-Time – processing candidate pool (1) position
- Facilities Full Time – processing candidate pool (1) position

#### Authority Meeting Agenda

- March 24<sup>th</sup> – Cover February

**Columbus Consolidated Government  
Community Development Advisory Council  
(CDAC)  
Meeting Minutes  
December 9, 2021**

A virtual meeting via Microsoft Teams of the Community Development Advisory Council (CDAC) held on December 9, 2021 at 11:00 AM.

Members Present: Danny Arencibia, Rev. Joseph Baker, Chris Poirier, Tracy Belt, Johnson Trawick, Barbara Chambers, Tamika McKenzie, Sendreka Lakes, and Mary Garcia

Members Absent: Christy Lemieux, John Partin, and Virginia Dickerson

Also Present: Community Reinvestment Staff: Robert Scott, Marilyn Denson, Michael Baker, Amber Staples, and Emma McCabe

### **ORDER OF MEETING**

The meeting began at 11:11 am. With nine CDAC members being present the CDAC board was able to conduct official business.

- CDAC approved meeting minutes from June 10, 2021. The vote moved to motion by Mary Garcia and second by Barbara Chambers.

### **DISCUSSION**

#### **1. CDBG & HOME Grant Update**

Robert Scott, Community Reinvestment Director updated the board on the CDBG and HOME Grants. Robert shared about the Consolidated Annual Performance Evaluation Report (CAPER) and how it includes CDBG and HOME accomplishments from the prior fiscal year. Rev. Baker asked about how to share the accomplishments with the community and Robert answered by explaining that during National Community Development Week this will be done. Marilyn also explained that Community Reinvestment also shares their accomplishments during public meetings. Next, Robert shared about the process of the CDBG and HOME applications and that Community Reinvestment wants to include CDAC in the process of grading applications. Rev. Baker shared thoughts on the process last year and ways it could be improved. Robert talked about having a training session for all CDAC members to reintroduce them to the grading process for the CDBG and HOME applications. Next the 2022 schedule was discussed.

### **NEXT MEETING**

The next CDAC meeting March 17, 2022, time TBD.

### **ADJOURNMENT**

The meeting adjourned at 11:48 AM.



BOARD OF COMMISSIONERS MEETING  
Wednesday, February 16, 2022

**Commissioners Present;** Lauren Becker, Vice Chair; Jamie Waters, Secretary/Treasurer; Sherricka Day; Dan Gilbert; Miles Greathouse; Donna Hix;

**Commissioners Absent:** Mamie Pound, Mayor Skip Henderson

**Special Invitees:** Michael Denehy, National Infantry Museum; Merri Sherman, Columbus Sports Council; Ed Wolverton, Uptown Columbus

**Special Guest:** Shalise DeMott, Northstar Travel Group

**Staff Present:** Peter Bowden, Shelby Guest, Ashley Woitena

**Call to Order .....Lauren Becker**

- In the absence of Board Chair, Amish Das, Vice Chair Lauren Becker called the meeting to order at 3:30pm. The meeting was held at the VisitColumbusGA office.

**Approval of Minutes & Financials .....Jamie Waters**

- Mr. Waters reminded the Board approval of Minutes & Financials is by way of a consent agenda and asked if there were any questions or discussions on the minutes and financials and there being none, a motion was made by Miles Greathouse to approve the January Minutes & Financials and the motion was seconded by Donna Hix. A vote was taken, and the motion was approved.
- As part of the Secretary/Treasurer Report, Peter Bowden was asked to present details of the FY 2023 budget. Mr. Bowden explained that staff used the FY 2019 budget as a framework, or as a benchmark, in planning for FY 2023. He said that the pandemic had created a major disruption in revenue against expenses, making for a reduced operating budget for the past two years. He discussed specific line items to include Traditional Marketing; Digital Marketing-encompassing meetings & convention markets, mobile devices, Facebook, Instagram, Twitter, marketing the International Canoe Federation tournaments, refreshing the VisitColumbusGA website, etc; Mr. Bowden also reviewed the importance of travel writer tours (reminding the Board of the success VisitColumbus has had with this type of marketing with 141 published results, resulting in 11 million total impressions and more than \$101 billion total estimated value so far in FY '22), etc.

He also made note of a portion of the American Rescue Funds (ARF) being applied to the proposed budget, which would be used for social media manager fee; employee salaries; promotion and advertising; continuing the meetings and conventions campaign with Digital Edge; refreshing or rebuilding the VisitColumbusGA website; travel schools and conferences; visitors services (PopUp Visitors Center); and special & ongoing projects.

- Ms. Becker asked for questions concerning the budget and there being none, a vote was called to approve. A motion was made by Miles Greathouse to approve the budget as submitted and the motion was seconded by Jamie Waters. A vote was taken, and the budget was approved. The budget will be forwarded to the City Manager for inclusion in the City's budget.

**Chair's Report.....Lauren Becker**

- Ms. Becker gave a recap of the American Rescue Funds (ARF) received by VisitColumbusGA. A total of \$1.143 million was received from ARF through the Columbus Consolidated Government. Staff allocated restricted funds, in accordance with its contract with the City, to the Columbus Sports Council and the Columbus Cultural Arts Alliance, leaving a balance of \$749,140.56. As well as the money received from the Economic Development Fund (in FY '21 to support VisitColumbus during the pandemic) in the amount of \$95,282.21. On behalf of the Board, Ms. Becker thanked the Consolidated Government for its support through this program.

**President's Report.....Peter Bowden**

- This month's report featured a presentation (via Zoom) with Shalise DeMott with NorthStar Meeting Group, who discussed the co-op grant awarded through ExploreGeorgia. The campaign's success was measured with meeting planner engagement, increased search analytics, and Columbus hotels' occupancy up 20% from 2020 to 2021. She also did an overview and discussed success metrics for the Vision Video, Supplied Targeted Emails, and Partner Spotlight.

**Other Business..... Group**

- Ashely Woitena and Shelby Guest gave a recap of the recent GACVB Annual Meeting, sharing survey results of the event, and the unique twist on participant welcome gifts—VisitColumbus worked with local partners to purchase and plant 150 trees (Trees Columbus), plant 150 Spider Lilies (Chattahoochee Riverkeeper), and adding a bee hive to Columbus Botanical Garden; the intention to reduce the carbon footprint of the conference and "pay forward" on behalf of the conference attendees.

**Adjournment.....Lauren Becker**

With no further business, the meeting was adjourned at 4:20 p.m.

MINUTES OF MEETING  
OF THE  
HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA  
March 1, 2022

A regularly scheduled meeting of the Hospital Authority of Columbus, Georgia (HAC) was held at 11:00 a.m. on Tuesday, March 1, 2022. The Board previously agreed to meet on March 1, 2022 instead of February 22, 2022. This was the first in-person meeting since February of 2020. The meeting was held in the conference room at Orchard View on Whitesville Road, Columbus, Georgia and by Zoom call. A notice was emailed to each member. A copy of the notice was posted more than 24 hours before the meeting on the door of the building in which the meeting was held on Monday, February 28, 2022.

Present at the meeting were Chairman Ernie Smallman, Vice Chairman Sarah Lang, Betty Tatum and Dr. John Kingsbury. Participating via conference call were Mike Welch, Warner Kennon and Jennings Chester. Cynthia Jordan was excused.

Britt Hayes, Interim Acting CEO and Rick Alibozek, CFO and Kenneth M. Henson, Jr., Secretary/Attorney were present at the meeting.

INVOCATION AND WELCOME

Chairman Ernie Smallman called the meeting to order. He welcomed everyone to the meeting. Betty Tatum gave a silent invocation.

DETERMINATION OF QUORUM

It was determined during the meeting that there was a quorum.

MINUTES

The Board Minutes from the January 25, 2022 Board Meeting were reviewed and on motion made by Dr. John Kingsbury and seconded by Betty Tatum, the January 25, 2022 Minutes were unanimously approved by the Board.

BOARD BUSINESS

On motion made by Dr. John Kingsbury and seconded by Betty Tatum, Ernie Smallman was re-elected as Chairman of the Board, Sarah Lang was re-elected as Vice-Chairman of the Board, and Mike Welch was re-elected as Chairman of the Finance Committee and Treasurer.

On motion made by Dr. John Kingsbury and seconded by Betty Tatum, Kenneth M. Henson, Jr. was re-elected as Secretary of the HAC.

## PRESIDENT'S REPORT

Britt Hayes gave the President's report.

Britt Hayes announced that a Resolution had been prepared for the City Council to honor Frank Morast and his service to the community and the HAC. He anticipated this resolution would be presented and approved in March after Frank had retired.

**Surveys:** Ridgecrest had a previous survey with some deficiencies. These deficiencies were corrected. On a revisit inspection, Ridgecrest was found to be in compliance.

**Cobis:** Britt reported that Cobis Personal Care Home had lost money since it opened in 1989 and it had been vacant for some time. They had looked at several options for the reuse and repurpose of Cobis and had looked at trying to sell Cobis. The Plummer House, The House of Mercy and others had looked at trying to repurpose it. Most recently, Safe House Ministries, which is run by Neil Richardson, had looked at the facility and made a proposal to lease the building. Safe House would relocate all the men in the homeless program to Cobis. His current facility would have more than enough capacity to house all the women that were in their program. According to Britt, this would not be a location where residents would stay for just one night. They would enter the program. This location would be better for Safe House Ministries because the residents would leave in the morning to go to a job or treatment and then return in the evening. There would be no distractions and convenient stores at this location. Britt felt this was a wonderful opportunity for the HAC to better serve Muscogee County citizens. He proposed that the HAC enter into a lease with the right to terminate with Safe House Ministries. Safe House Ministries would be responsible for all expenses and maintenance and would pay a negotiated rent. The adoption of the lease would save HAC \$36,000 in costs and they would get lease payments. On motion made by Dr. John Kingsbury and seconded by Sarah Lang, the Board unanimously approved and authorized Britt to enter into a lease with Safe House Ministries.

**Vendors:** Britt announced that the HAC changed several vendors to improve service and reduce costs.

They changed to Orkin as the new pest control company because they had a less expensive product for bed bugs if that became a problem. They also agreed to comply with the vaccine mandate.



Mediacom had provided cable service at Orchard View since Orchard View opened. Their contract was up for renewal and Mediacom wanted to charge \$7,000 a month. Britt had used another satellite service Senior TV at Ridgecrest and it worked well. Retirement Home TV made an offer to provide cable at Orchard View and it would save \$65,000 a year. This Retirement Home TV was more flexible than Mediacom and less expensive, and Britt changed the cable service to Retirement Home TV.

Restorative healthcare was being provided in house. Britt signed a new contract with AEGIS Restorative Program. The costs will be approximately the same, however, they will not have any administration duties or expenses. It should increase the reimbursement rate to provide additional income.

**Employees:** Britt had started several new programs to encourage employees. He is writing personnel thank you notes. He has enacted a star point system. The employee of the month now participates in selecting the next employee of the month. He is hoping that keeping the employees involved and thanking them will improve the quality of service and help with retention.

**HAC News:** Britt reported that he had been appointed to the GHCA Legislative Committee and the DPH COVID-19 Steering Committee. He had also recently joined Rotary International. Finally, he had received his nursing home preceptor license so that he could now offer and certify new nursing home administrators. Britt reported that Rick had been appointed the GHCA Reimbursement Committees which is one of their most important committees. Faith Scott, who is the Clinical Reimbursement Coordinator had been appointed to the GHCA Quality Committee and had completed the Georgia Leadership Certification which is a one-year program offered by GHCA. Finally, Jennifer Kelley, the Ridgecrest Administrator, had been appointed as West Central Council Coordinator for the District, GHCA Emergency Preparedness Committee, and Region I Healthcare Coalition Executive Committee.

**Muscogee Home Health:** Britt gave a report on Muscogee Home Health. The Professional Advisory Board minutes will be attached to these minutes. The Muscogee Home Health has never made a profit. It has lost over \$1,000,000 since its inception and is currently losing approximately \$250,000 a year. Britt has looked at several options with the goal being to sell the home health agency and

The next meeting will be Tuesday, March 29, 2022.

There being no further business the meeting was adjourned.



KENNETH M. HENSON, JR.  
Secretary



ERNEST SMALLMAN, IV.  
Chairman

Professional Advisory Board – Quarterly Meeting  
(no actual meeting conducted due to Covid – data emailed with summary. Medical Director reviewed in  
face to face meeting with Administrator)  
Muscogee Home Health  
February 1, 2022

#### AGENDA

- I. Call to Order - Meeting data sent out via email with summary of data
- II. Update – Board Membership List
- III. Admission Review and Comparison of YTD data for FY 2021 and FY 2022
- IV. Visit Statistics Review – YTD FY 2022
- V. Home Health Quality Data Report – July 1, 2021 – December 31, 2021
- VI. Staffing Update
- VII. Covid Update
- IX. Adjournment

# Professional Advisory Committee Members 2022

|   |         |
|---|---------|
| Name: Woody O'Dell<br>Title: Administrator, Muscogee Home Health<br>Address: 1725 William s Rd<br>Columbus, Ga 31904<br><a href="mailto:wodell@hacga.com">wodell@hacga.com</a><br>(706)561-0855                               | Present |
| Dr. Joseph Lewis<br>Address: 6801 River Rd<br>Suite 301<br>Columbus, Ga 31904-3352<br>(706) 494-0694/(706) 494-0695   |         |
| Name: Mr. Charles K. Hecht, III<br>Title: Physical Therapist, Muscogee Home Health<br>Address: 1725 Williams Rd<br>Columbus, Ga. 31904<br>706-561-0588<br><a href="mailto:checht3@aol.com">checht3@aol.com</a>                |         |
| Name: Greg Allmendinger<br>Title: Sr. Vice President Wells Fargo<br>Address: 101 13 <sup>th</sup> St<br>Columbus, Ga. 31901<br>(706) 571-6556<br><a href="mailto:greg.allmendinger@gmail.com">greg.allmendinger@gmail.com</a> |         |
| Name: Mr. Ronald Mack<br>Title: Attorney<br>Address: PO Box 1525<br>Columbus, Ga. 31902<br>(706) 324-7171<br>Email address:<br><a href="mailto:ronaldmmack@yahoo.com">ronaldmmack@yahoo.com</a>                               |         |
| Name: Mr. Dan Doleman<br>Title: Physical Therapist<br>Address: PO Box 12094<br>Columbus, Ga. 31907-2094<br>(706) 321-0130<br>Email Address:<br><a href="mailto:Rivertownrehab@hotmail.com">Rivertownrehab@hotmail.com</a>     |         |
| Name: Pat Killough<br>Address: 5073 Sedona Court<br>Columbus, Ga. 31904<br>(706) 718-0990<br><a href="mailto:kilo827@aol.com">kilo827@aol.com</a>   |         |

|   |  |
|---|--|
| Name: Randy Bell<br>Address: PO Box<br>Waverly Hall , Ga. 31831<br>Cell (706) 332-5131<br>Email Address:<br><u><a href="mailto:Randyb5888@gmail.com">Randyb5888@gmail.com</a></u> |  |
| Name: Lee Brantley<br>Address: 8193 Chapel Lake<br>Midland, Ga. 31820<br>Email Address:<br><u><a href="mailto:CIBACHROME9@yahoo.com">CIBACHROME9@yahoo.com</a></u>                |  |
| Name: Shamekia Averett<br>Title: Thrive<br>706-562-5952<br><u><a href="mailto:s.averett@columbushospice.com">s.averett@columbushospice.com</a></u>                                |  |
| Name: Richard Saunders<br>Address: 9324 Comanche Rd<br>Columbus, Ga. 31904<br>(706) 322-6479<br><u><a href="mailto:Fr2magoo2@aol.com">Fr2magoo2@aol.com</a></u>                   |  |
| Name: Kristi Graw<br>Address: 7914 Shallowford Rd.<br>Upatoi , Ga. 31829<br><u><a href="mailto:kristen.graw@pw.utc.com">kristen.graw@pw.utc.com</a></u>                           |  |
| Name: Michael Greenblatt<br>Address: PO Box 6369<br>Columbus, Ga. 31917-6369<br>(706) 689-1361<br><u><a href="mailto:Mag18575@aol.com">Mag18575@aol.com</a></u>                   |  |
| Name: Max Brabson<br>1217 Munro Ave<br>Columbus Ga 31907<br>(706)561-9875<br><u><a href="mailto:max.brabson@gmail.com">max.brabson@gmail.com</a></u>                              |  |
| Name: Beverly Lewis<br>St Francis Hospital Case Management<br>706-325-9110<br><u><a href="mailto:Bell1691@att.net">Bell1691@att.net</a></u>                                       |  |

Bill Massey, LCSW  
Kbmassey1@gmail.com  
706-575-6599



Date : 01/26/2022

Time 8:11 AM

Group : Management

Name : Admission Statistics - Carry Over

Muscogee Home Health Agency

Primary Payor : ALL PAYOR

Date From : 07/01/2021 To : 12/31/2021

| Admission | Payer | Number of Admission | Number of P |
|-----------|-------|---------------------|-------------|
|-----------|-------|---------------------|-------------|

|  |  |  |           |
|--|--|--|-----------|
| <b>ALL PAYOR</b>                         |  |  |           |
| Clinic or Physicians Office              |  |  | 6         |
| Non-Health Care Facility Point of Origin |  |  | 12        |
| Transfer from an SNF                     |  |  | 11        |
| Transfer from hospital                   |  |  | 69        |
| <b>Payor Total :</b>                     |  |  | <b>98</b> |
| <b>Grand Total :</b>                     |  |  | <b>98</b> |

Date : 01/26/2022

Time 8:12 AM

Group : Management

Name : Admission Statistics - Carry Over

Muscogee Home Health Agency

Primary Payor :ALL PAYOR

Date From : 07/01/2020 To :12/31/2020

| Admission | Payer | Number of Admission | Number of P |
|-----------|-------|---------------------|-------------|
|-----------|-------|---------------------|-------------|

| ALL PAYOR                                  |  |  |     |
|--|--|--|-----|
| Clinic or Physicians Office                |  |  | 3   |
| Non-Health Care Facility Point of Origin   |  |  | 23  |
| Transfer from an SNF                       |  |  | 13  |
| Transfer from another health care facility |  |  | 1   |
| Transfer from hospital                     |  |  | 88  |
| Payor Total :                              |  |  | 128 |
| Grand Total :                              |  |  | 128 |



Date : 01/26/2022

Time 8:13 AM

Group : Management

Name : Admission Statistics - Carry Over

**Muscogee Home Health Agency**

Primary Payor : Medicare Part A

Date From : 07/01/2021 To : 12/31/2021

**Admission****Payer****Number of Admission Number of P**

| <b>Medicare Part A</b>                   |           |
|--|-----------|
| Clinic or Physicians Office              | 3         |
| Non-Health Care Facility Point of Origin | 4         |
| Transfer from an SNF                     | 10        |
| Transfer from hospital                   | 30        |
| <b>Payor Total :</b>                     | <b>47</b> |
| <b>Grand Total :</b>                     | <b>47</b> |

Date : 01/26/2022

Time 8:12 AM

Group : Management

Name : Admission Statistics - Carry Over

**Muscogee Home Health Agency**

Primary Payor : Medicare Part A

Date From : 07/01/2020 To : 12/31/2020

| Admission | Payer | Number of Admission | Number of P |
|-----------|-------|---------------------|-------------|
|-----------|-------|---------------------|-------------|

|  |  |  |           |
|--|--|--|-----------|
| <b>Medicare Part A</b>                   |  |  |           |
| Clinic or Physicians Office              |  |  | 3         |
| Non-Health Care Facility Point of Origin |  |  | 9         |
| Transfer from an SNF                     |  |  | 10        |
| Transfer from hospital                   |  |  | 38        |
| <b>Payor Total :</b>                     |  |  | <b>60</b> |
| <b>Grand Total :</b>                     |  |  | <b>60</b> |

Muscogee Home Health  
Orchard View, Ridgecrest and Muscogee Manor Admissions

|           | Orchard View |          |         | Muscogee Manor |          |         | Ridgecrest |          |       |
|-----------|--------------|----------|---------|----------------|----------|---------|------------|----------|-------|
|           | To MHH       | Total HH | %       | To MHH         | Total HH | %       | To MHH     | Total HH | %     |
| July      | -            | -        | #DIV/0! | 1              | 1        | 100.0%  | 2          | 7        | 28.6% |
| August    | -            | 2        | 0.0%    | -              | -        | #DIV/0! | 2          | 6        | 33.3% |
| September | -            | 3        | 0.0%    | -              | -        | #DIV/0! | 3          | 8        | 37.5% |
| October   | -            | 7        | 0.0%    | -              | -        | #DIV/0! | -          | 2        | 0.0%  |
| November  | 2            | 4        | 50.0%   | -              | -        | #DIV/0! | -          | 4        | 0.0%  |
| December  | 3            | 10       | 30.0%   | -              | 3        | 0.0%    | 1          | 6        | 16.7% |
| January   | 2            | 4        | 50.0%   |                |          |         |            |          |       |
| February  |              |          |         |                |          |         |            |          |       |
| March     |              |          |         |                |          |         |            |          |       |
| April     |              |          |         |                |          |         |            |          |       |
| May       |              |          |         |                |          |         |            |          |       |
| June      |              |          |         |                |          |         | -          | -        |       |
| Total     | 7            | 30       | 23.0%   | 1              | 4        | 25.0%   | 8          | 33       | 24.2% |
| Avg/month | 0.40         | 3.20     |         | 0.17           | 0.67     |         | 1.14       | 4.71     |       |

## Fogee Home Health

visits Tracking FY 2022

|                 | SN    | %       | PT    | %       | OT  | %       | ST  | %       | HHA   | %       | MSW | %       | Total | Census | Admissions |
|-----------------|-------|---------|-------|---------|-----|---------|-----|---------|-------|---------|-----|---------|-------|--------|------------|
| July            | 154   | 25.7%   | 238   | 39.7%   | 59  | 9.8%    | 26  | 4.3%    | 122   | 20.4%   | -   | 0.0%    | 599   | 44     | 16         |
| August          | 117   | 30.1%   | 150   | 38.6%   | 40  | 10.3%   | 9   | 2.3%    | 73    | 18.8%   | -   | 0.0%    | 389   | 36     | 12         |
| Sept            | 162   | 38.4%   | 137   | 32.5%   | 46  | 10.9%   | 12  | 2.8%    | 65    | 15.4%   | -   | 0.0%    | 422   | 44     | 20         |
| Oct             | 143   | 34.5%   | 145   | 35.0%   | 58  | 14.0%   | 12  | 2.9%    | 56    | 13.5%   | -   | 0.0%    | 414   | 40     | 11         |
| Nov             | 160   | 38.6%   | 156   | 37.7%   | 49  | 11.8%   | 8   | 1.9%    | 41    | 9.9%    | -   | 0.0%    | 414   | 44     | 20         |
| Dec             | 192   | 35.2%   | 230   | 42.1%   | 55  | 10.1%   | 5   | 0.9%    | 64    | 11.7%   | -   | 0.0%    | 546   | 46     | 19         |
| January         |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| Feb             |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| March           |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| April           |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| May             |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| June            |       | #DIV/0! |       | #DIV/0! |     | #DIV/0! |     | #DIV/0! |       | #DIV/0! |     | #DIV/0! |       |        |            |
| FY 2022 (total) | 928   | 33.3%   | 1,056 | 37.9%   | 307 | 11.0%   | 72  | 2.6%    | 421   | 15.1%   | -   | 0.0%    | 2,784 | 42     | 98         |
| avg/mo          | 155   |         | 176   |         | 51  |         | 12  |         | 70    |         |     |         | 464   |        |            |
| FY 2021 (total) | 2,716 | 35.4%   | 2,950 | 38.5%   | 674 | 8.8%    | 206 | 2.7%    | 1,119 | 14.6%   | 6   | 0.1%    | 7,671 | 54     | 270        |
| avg/mo          | 226   |         | 245   |         | 56  |         | 17  |         | 93    |         |     |         | 639   |        | 23         |
| FY 2020 (total) | 2,495 | 34.7%   | 2,467 | 34.4%   | 714 | 9.9%    | 210 | 2.9%    | 1,289 | 18.0%   | 5   | 0.1%    | 7,180 | 43     | 271        |
| avg/mo          | 208   |         | 206   |         | 60  |         | 18  |         | 107   |         | 0   |         | 598   |        | 23         |
| FY 2019 (total) | 3,319 | 38.0%   | 3,110 | 35.6%   | 939 | 10.7%   | 271 | 3.1%    | 1,079 | 12.3%   | 19  | 0.2%    | 8,737 | 52     | 345        |
| avg/mo          | 277   |         | 259   |         | 78  |         | 23  |         | 90    |         | 2   |         | 728   |        | 29         |



Muscogee Home Health – Staffing FY 2022

Kimberly Noel RN – resigned July 2022 – Has not been replaced

Melissa Moore CAN – resigned November 2022 – replace by part time CNA

Elizabeth Bloodgood PT – retired December 2022 – replaced with contract staff

Staffing as of January 2022

Full Time Staff – 1 RN Administrator, 2 RN, 1 PTA, 1 Office Manager

Part Time Staff – 1 PT, 1 ST, 1 CNA

Contract Staff – 3 PT, 1 OT, 2 COTA

HHCAHPS Analytics

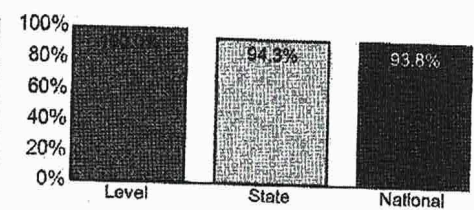
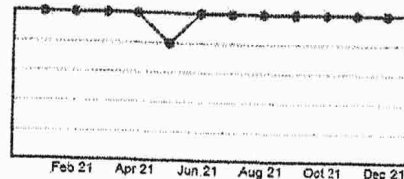
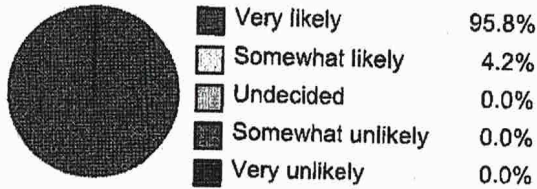
Muscogee Home Health  
Client: Muscogee Home Health  
Custom range (7/1/2021 - 12/31/2021)

Results based on all surveys reported by survey return date.

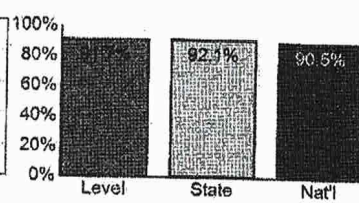
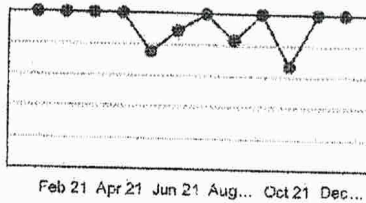
Interim results. Only CMS-published results are official.

CARE & SERVICE MEASURES

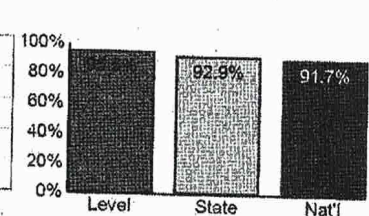
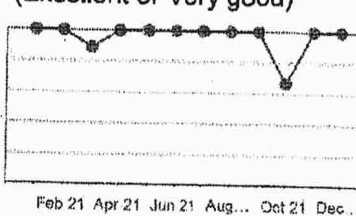
Likelihood to use services again  
(Very likely or Somewhat likely)



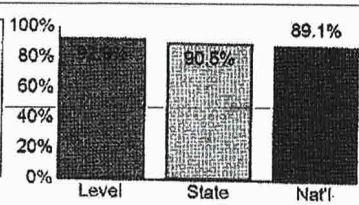
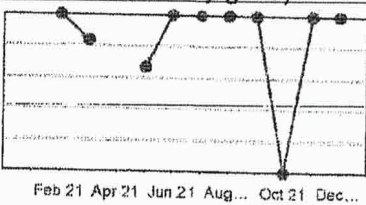
Service of person who scheduled care  
(Excellent or Very good)



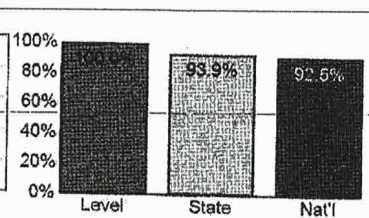
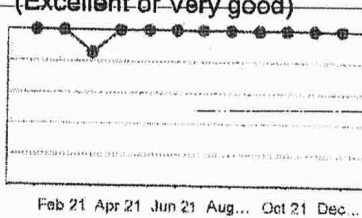
Concern shown by nurses  
(Excellent or Very good)



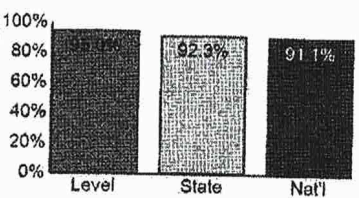
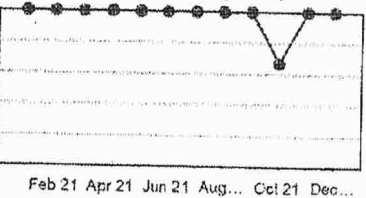
Concern shown by aides  
(Excellent or Very good)



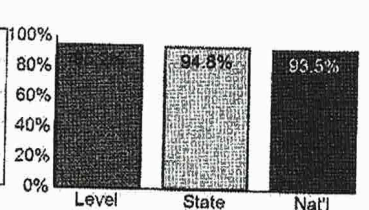
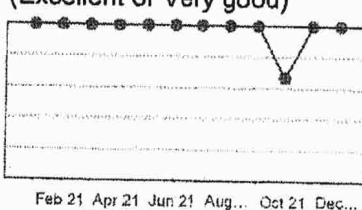
Concern shown by therapists  
(Excellent or Very good)



Respect shown for personal privacy  
(Excellent or Very good)



Respect shown for personal items  
(Excellent or Very good)



HHCAHPS Analytics

Muscogee Home Health  
Client: Muscogee Home Health  
Custom range (7/1/2021 - 12/31/2021)

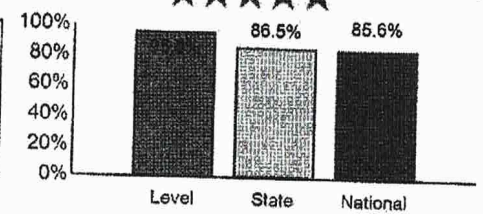
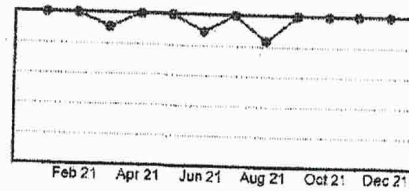
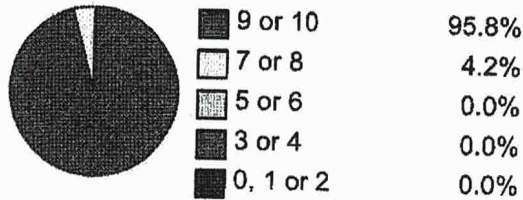
Results based on all surveys reported by survey return date.

Interim results. Only CMS-published results are official.

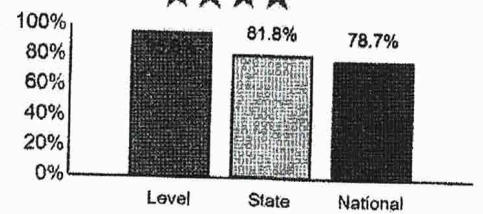
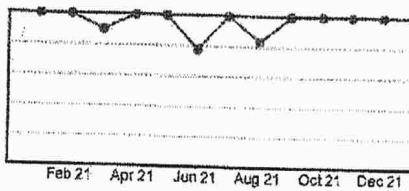
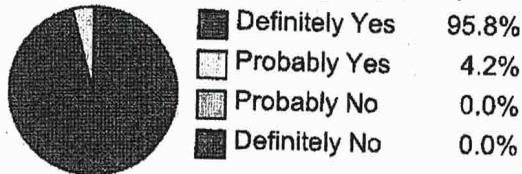
GLOBAL MEASURES

HCF Summary Star Rating: ★★★★★

Rating of patient care (# 20)

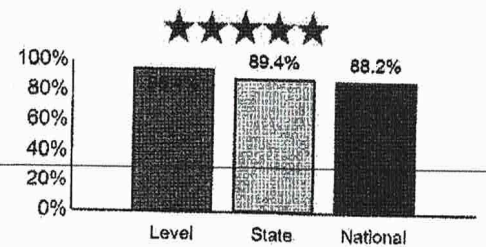
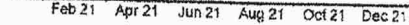
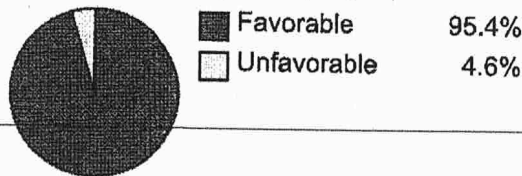


Would recommend this agency (# 25)

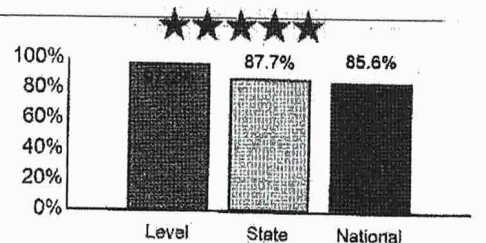
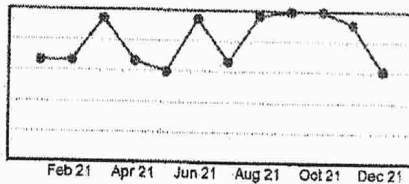
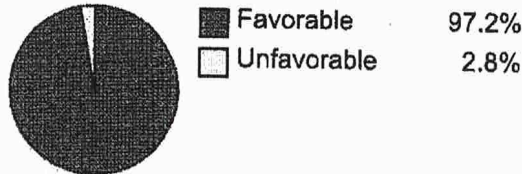


COMPOSITE MEASURES

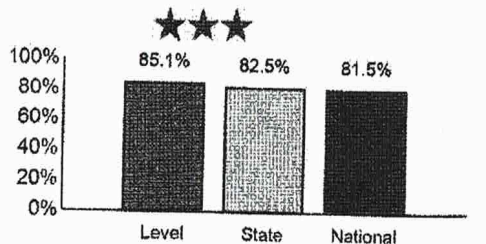
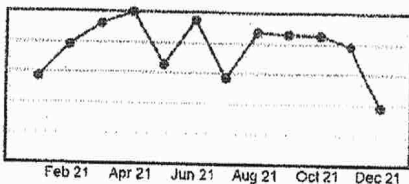
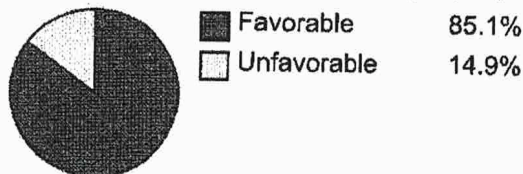
Care of patients (# 9, 16, 19, 24)



Communication between providers and patients (# 2, 15, 17, 18, 22, 23)



Specific care issues (# 3, 4, 5, 10, 12, 13, 14)



SURVEY PARTICIPATION

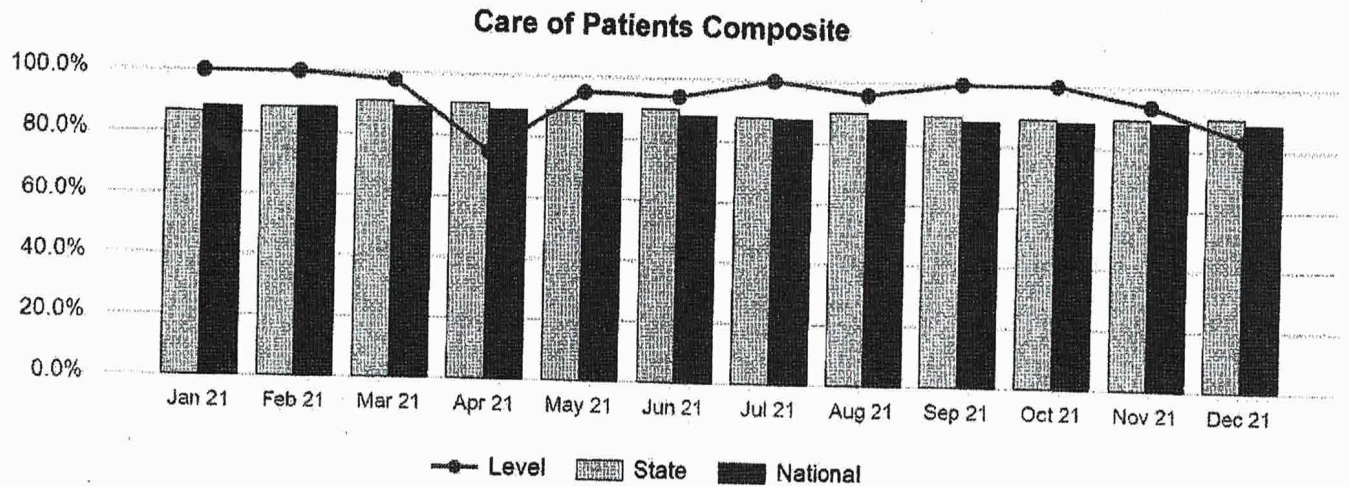
Survey volumes and return rate calculations require data to be reported by sample month.



Results based on all surveys reported by survey return date.

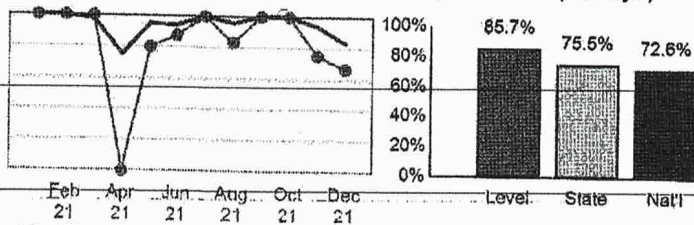
Interim results. Only CMS-published results are official.

COMPOSITE MEASURE TREND

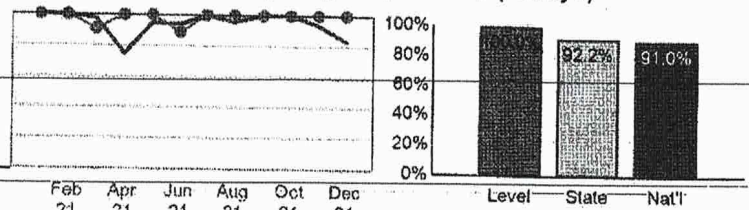


COMPONENT MEASURES

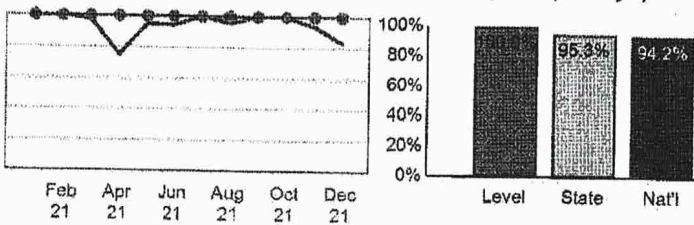
9. Providers were informed and up-to-date (Always)



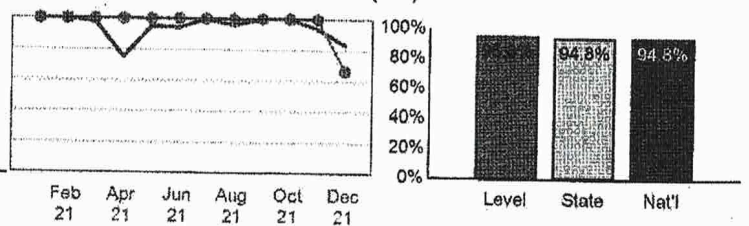
16. Treated you as gently as possible (Always)



19. Treated you with courtesy and respect (Always)



24. Had problems with care (No)

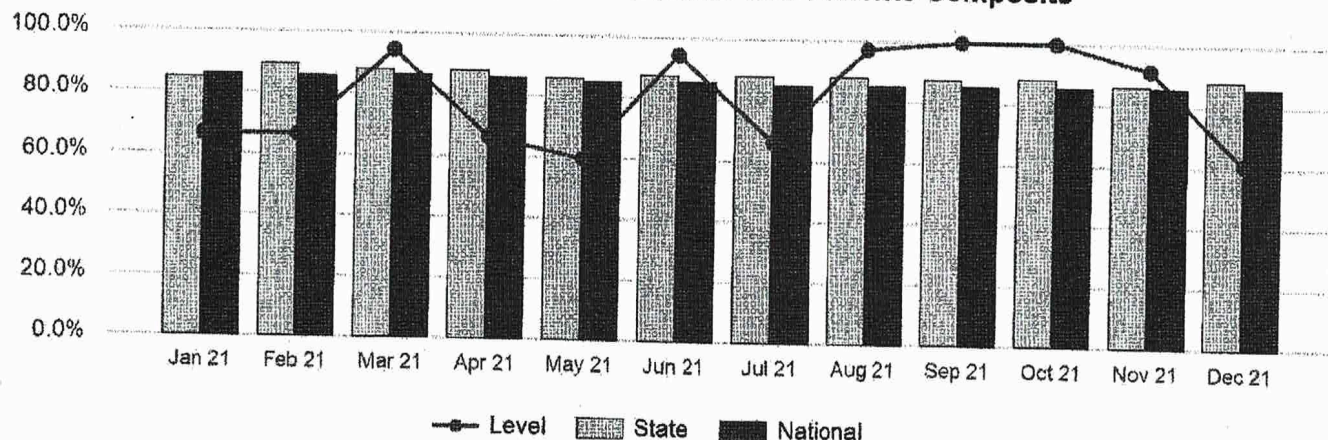


Results based on all surveys reported by survey return date.

Interim results. Only CMS-published results are official.

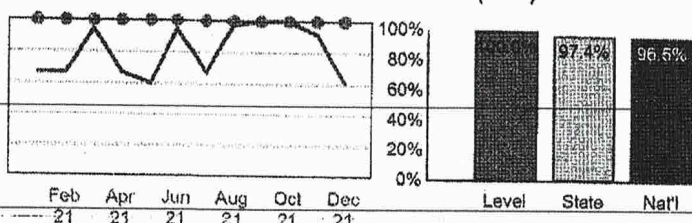
COMPOSITE MEASURE TREND

Communication Between Providers and Patients Composite

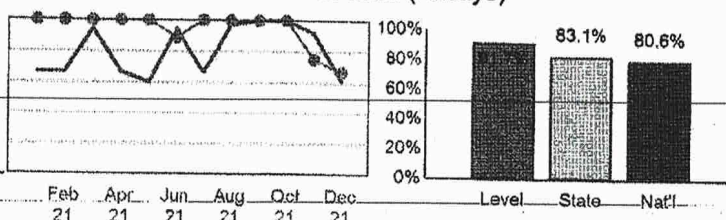


COMPONENT MEASURES

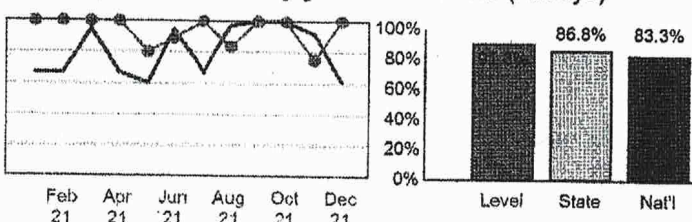
2. Told you about care and services (Yes)



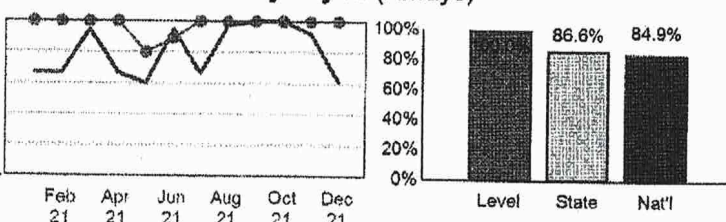
15. Informed about arrival time (Always)



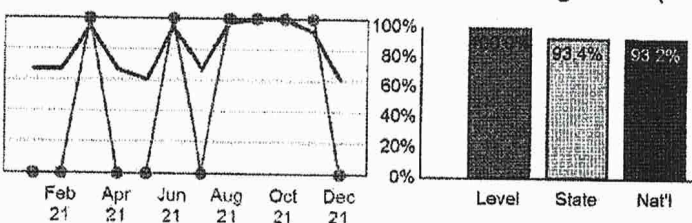
17. Explained in a way you understand (Always)



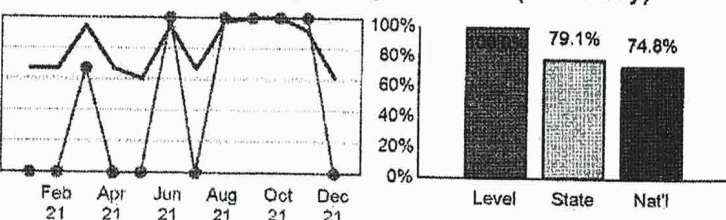
18. Listened carefully to you (Always)



22. Received help or advice when contacting office (Yes)



23. Amount of time to get help or advice (Same day)

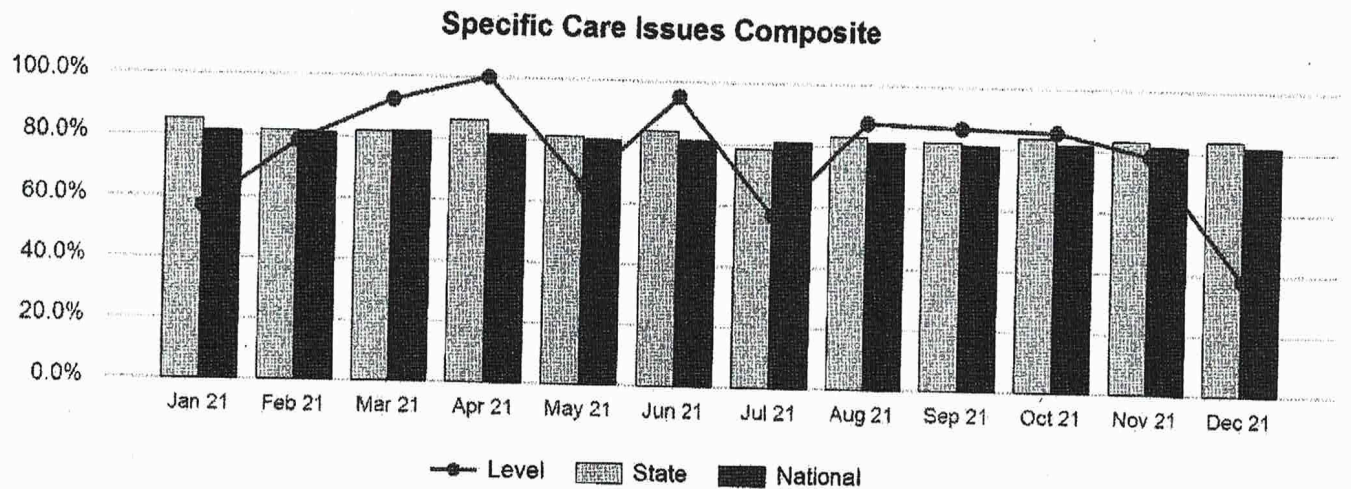




Results based on all surveys reported by survey return date.

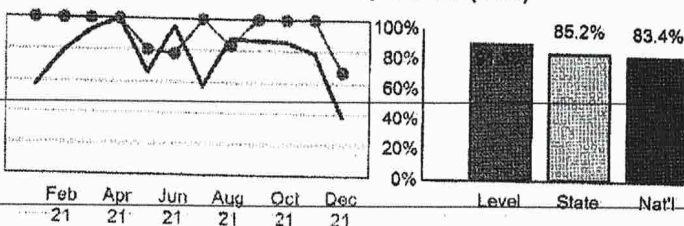
Interim results. Only CMS-published results are official.

COMPOSITE MEASURE TREND

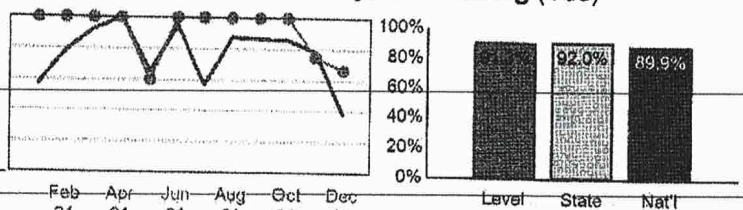


COMPONENT MEASURES

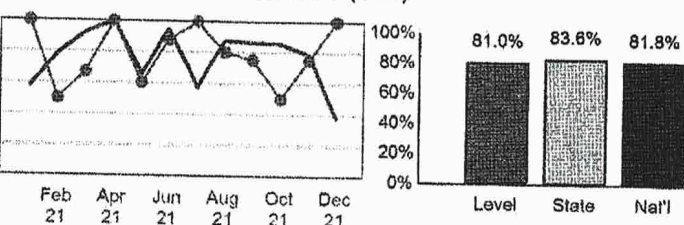
3. Talked about how to set up home (Yes)



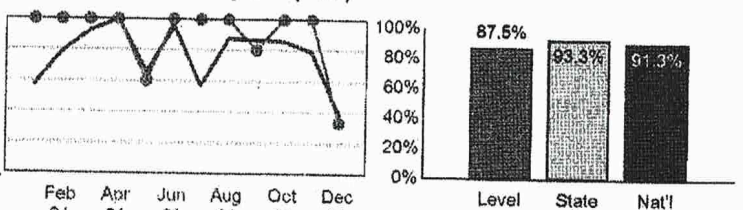
4. Talked about medicines you are taking (Yes)



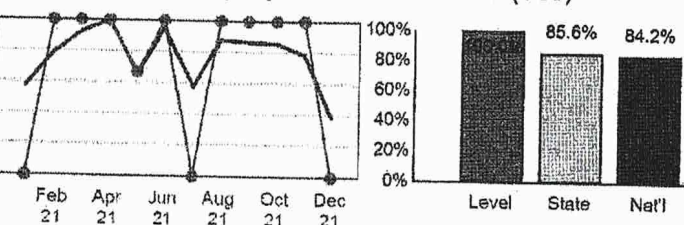
5. Asked to see medicines (Yes)



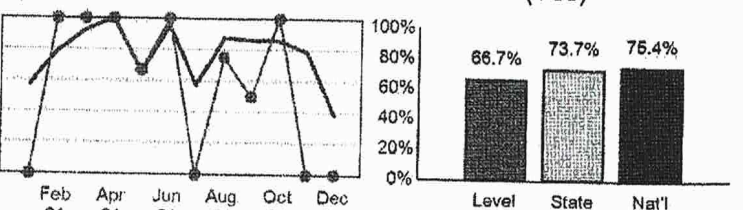
10. Talked about pain (Yes)



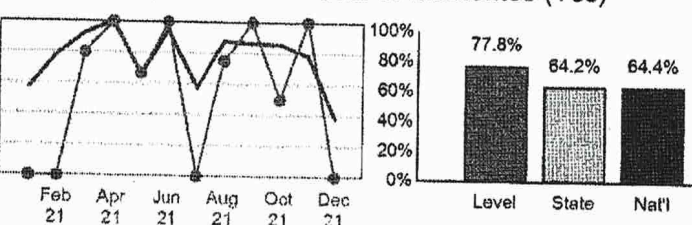
12. Talked about purpose for medicines (Yes)



13. Talked about when to take medicines (Yes)



14. Talked about side effects of medicines (Yes)



**HHCAHPS Analytics****Muscogee Home Health**  
Client: Muscogee Home Health  
Custom range (7/1/2021 - 12/31/2021)

Results based on all surveys reported by survey return date.

Interim results. Only CMS-published results are official.

**Survey ID:** 1710871422 **Patient Name:** **Mail Date:** 08/16/2021  
**Sample Month:** Jul 2021 **Patient ID:** 3361 **Return Date:** 09/24/2021  
**Location/Team:** Muscogee Home Health  
THANK CANDI AND MARIE.

**Survey ID:** 1710888422 **Patient Name:** **Mail Date:** 08/16/2021  
**Sample Month:** Jul 2021 **Patient ID:** 3437 **Return Date:** 08/30/2021  
**Location/Team:** Muscogee Home Health

LIZ DID AN EXCELLENT JOB WITH MY P.T. SHE PROVIDED ME WITH THE NECESSARY EXERCISES TO ALLOW ME TO REACH MY GOALS AND STRENGTHEN MY LEGS TO ENABLE ME TO WALK QUICKLY.

**Survey ID:** 1710911422 **Patient Name:** **Mail Date:** 08/16/2021  
**Sample Month:** Jul 2021 **Patient ID:** 3436 **Return Date:** 09/02/2021  
**Location/Team:** Muscogee Home Health

VERY PERSONABLE, NICE, CARING, VERY KNOWLEDGEABLE, AND CONCERNED!

**Survey ID:** 1835310422 **Patient Name:** **Mail Date:** 09/15/2021  
**Sample Month:** Aug 2021 **Patient ID:** 3445 **Return Date:** 09/30/2021  
**Location/Team:** Muscogee Home Health

I CAN NOT SAY ENOUGH ABOUT THE SUPERB QUALITY OF CARE AND THERAPY REHABILITATION RECIEVED FROM CHUCK HECHT, MARIE JUNRY. AND LIZ (?). TRULY SUPERIOR IN EVERY WAY.

**Survey ID:** 2154515422 **Patient Name:** **Mail Date:** 10/21/2021  
**Sample Month:** Sep 2021 **Patient ID:** 3471 **Return Date:** 11/01/2021  
**Location/Team:** Muscogee Home Health

USUALLY, WHEN I HAD AN APPOINTMENT WITH ANYONE, THEY NOT ONLY GAVE A TIME TO BE HERE, BUT WOULD CALL TO LET ME KNOW THEY WERE ON THEIR WAY: IMPORTANT TO ME. ALSO, ALL WERE FRIENDLY AND KIND.

**Survey ID:** 2154525422 **Patient Name:** **Mail Date:** 10/21/2021  
**Sample Month:** Sep 2021 **Patient ID:** 3476 **Return Date:** 11/01/2021  
**Location/Team:** Muscogee Home Health

NURSE NEKISHA BURT MADE ME FEEL COMFORTABLE WHEN I CALLED FOR HELP. PT LIZ BLOODGOOD WAS GREAT. SHE KEPT ENCOURAGING ME TO KEEP DOING BETTER EACH VISIT. MY THANKS TO BOTH OF THEM!

**Survey ID:** 2366024422 **Patient Name:** **Mail Date:** 11/17/2021  
**Sample Month:** Oct 2021 **Patient ID:** 3495 **Return Date:** 12/27/2021  
**Location/Team:** Muscogee Home Health  
MARIE, P.T. BEYOND EXCELLENT.




## HHCAHPS Analytics

Muscogee Home Health  
Client: Muscogee Home Health  
Custom range (7/1/2021 - 12/31/2021)


Results based on all surveys reported by survey return date.


Interim results. Only CMS-published results are official.


 Positive  Question or Suggestion  Negative  Serious  Call Back  Unassigned

 Survey ID: 1273436422 Patient Name: Mail Date: 06/18/2021  
Sample Month: May 2021 Patient ID: 3392 Return Date: 07/12/2021  
Location/Team: Muscogee Home Health

PLEASE THANK NEKISHA R.N.  
THANK CANDICE AND THANK MARIE  
THEY WERE ALL WONDERFUL.


 Survey ID: 1273546422 Patient Name: Mail Date: 06/18/2021  
Sample Month: May 2021 Patient ID: 3345 Return Date: 07/26/2021  
Location/Team: Muscogee Home Health  
ALL WHO CAME, THANKS.

 Survey ID: 1509059422 Patient Name: Mail Date: 07/20/2021  
Sample Month: Jun 2021 Patient ID: 3090 Return Date: 09/13/2021  
Location/Team: Muscogee Home Health  
THIS IS THE 6TH TIME I HAVE USED MUSCOGEE HOME HEALTH SO THEY ARE DOING SOMETHING RIGHT!


 Survey ID: 1509073422 Patient Name: Mail Date: 07/20/2021  
Sample Month: Jun 2021 MCKINNON Return Date: 07/29/2021  
Patient ID: 3408

Location/Team: Muscogee Home Health


I HAD A TOTAL KNEE REPLACEMENT, I CREDIT MY PHYSICAL THERAPIST LIZ, WITH MY EXPEDITED RECOVERY. I ONLY HOPE SHE WILL BE AVAILABLE FOR MY OTHER KNEE.

 Survey ID: 1710799422 Patient Name: Mail Date: 08/16/2021  
Sample Month: Jul 2021 Patient ID: 3440 Return Date: 08/27/2021  
Location/Team: Muscogee Home Health

EXCELLENT PHYSICAL THERAPIST. HELPS A LOT.

 Survey ID: 1710812422 Patient Name: Mail Date: 08/16/2021  
Sample Month: Jul 2021 Patient ID: 3432 Return Date: 10/25/2021  
Location/Team: Muscogee Home Health

ALL GOOD, THANKS JAKE.

 Survey ID: 1710857422 Patient Name: Not available Mail Date: 08/16/2021  
Sample Month: Jul 2021 Patient ID: Not available Return Date: 09/21/2021  
Location/Team: Muscogee Home Health

PERFECT IN EVERY WAY.

**HHAHPS Analytics**

Results based on all surveys reported by survey return date.

Interim results. Only CMS-published results are official.

**Survey ID:** 2366024422

**Patient Name:**

**Mail Date:** 11/17/2021

**Sample Month:** Oct 2021

**Patient ID:** 3495

**Return Date:** 12/27/2021

**Location/Team:** Muscogee Home Health

CHRISTINE, O.T. HAD A FULL TIME JOB AND TIMING (4:30-5:00) WAS NOT WORKABLE FOR ME. ONLY RECEIVED ONE SHOWER.

**Survey ID:** 2366079422

**Patient Name:**

**Mail Date:** 11/17/2021

**Sample Month:** Oct 2021

**Patient ID:** 3459

**Return Date:** 12/13/2021

**Location/Team:** Muscogee Home Health

RONDA REGISTER, OUR NURSE, HAS BEEN PROMPT, HELPFUL, CAIRNG, CONCERNED AND A PLEASURE TO HAVE LOOKING AFTER MY HUSBAND.

**Survey ID:** 2519769422

**Patient Name:**

**Mail Date:** 12/16/2021

**Sample Month:** Nov 2021

**Patient ID:** 3517

**Return Date:** 12/24/2021

**Location/Team:** Muscogee Home Health

MY HUSBAND WILL SOON HAVE KNEE SURGERY. WE HOPE THAT IF HE NEEDS HOME HEALTHCARE, HE WILL BE ABLE TO HAVE THE SAME PEOPLE TO HELP HIM.

MAR 23 2022

CITY OF COLUMBUS

3564

**THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA****Regular Meeting****February 16, 2022****9:00 AM****Columbus, Georgia****Meeting was Held by Both Telephone Conferencing and In-Person  
Due to the COVID-19 Virus**

**The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.**

**Chairman Cardin called the meeting to order, and the following Commissioners were present:**

**Ed Burdeshaw  
John Greenman  
Linda Hadley  
Jeanella Pendleton  
John Sheftall  
Tiffani Stacy**

**In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, Sabrina Richards, Chief of Property Management, John Casteel, Chief Assisted Housing Officer, Sheila Crisp, Chief Financial Officer, Carla Godwin, MTW Coordinator and Resident Services Administrator, Denise L. Thompson-Mosley, Executive Assistant, and Attorney Chandler Riley.**

**ADOPTION OF AGENDA:**

**Motion for approval of the agenda was made by Commissioner Burdeshaw, seconded by Commissioner Greenman. Motion carried.**



3565

**APPROVAL OF THE DECEMBER 15, 2021 BOARD MEETING MINUTES:**

Chairman Cardin called for a motion to approve the minutes of the December 15, 2021 Board meeting.

Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Pendleton. The motion carried.

**FINANCIAL REPORT:**

Sheila Crisp, CFO, provided a report of agency finances month-to-date and year-to-date actual to budget results and the explanation of the top factors of the variances. In summary, we are tracking ahead of budget by \$438K.

The top factors for both MTD and YTD variances for Net Profit before Capitalized Expenditures and Transfers:

- Expenses are lower because HUD REAC inspections continue to be delayed due to COVID-19.
- Turnover expenses are less because there have been fewer units turning over, attributable to the recent lifting of the eviction moratorium.
- Hiring for the second Community Resource Officer position is on hold.
- The warehouse project is on hold.

**CHARGE-OFF OF RESIDENT OR FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING JANUARY 31, 2022:**

The following Resolution was introduced and duly considered:

**RESOLUTION NO. 3405**

**A RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER  
RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR  
THE AUTHORITY'S HOUSING DEVELOPMENTS  
FOR THE MONTH ENDING JANUARY 31, 2022**

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Sheftall. Motion carried.

**APPROVAL OF THE HACG VALIC/AIG RETIREMENT PLAN:**

The Variable Annuity Life Insurance Company (VALIC) rebranded to AIG Life & Retirement Group in March 2019, which is a subsidiary of American International Group, Inc (AIG) provides the current retirement plan for HACG. In 2010, the CEO and Board of Commissioners determined that HACG should perform an annual review of VALIC's financial condition.

To perform due diligence on the HACG retirement plan, HACG staff reviewed A.M. Best's Credit Report (5-year). Also, independent financial ratings were obtained from three leading financial rating agencies.

The Group plan document has been amended and restated for the IRS requirement known as "Cycle 3 Restatement" IRS is now requiring all qualified plans to be restated to comply in form with the new laws. Restatement Effective date was January 1, 2021. Under the IRS pre-approved plan program, the IRS reviews and approves plan provisions approximately every six (6) years. This allows the IRS to ensure that the Plan reflects new laws and regulations that affect tax qualified plans. The new laws did not impact our current retirement plan; however, it did allow for any provisions into the plan, which we elected not to change.

Based on the financial information and ratings above, it is our opinion that AIG Life & Retirement Group can be relied upon to continue providing retirement plan services for HACG.

Motion for approval was made by Commissioner Greenman, seconded by Commissioner Pendleton. Motion carried.

**COLUMBUS AFFORDABLE HOUSING SERVICES PRESENTATION:**

Mr. Williams provided an overview of the finances of Columbus Affordable Housing Services (CAHS). He discussed other affordable housing projects CAHS is involved in, on behalf of The Housing Authority.

**REPORT FROM THE GOVERNANCE COMMITTEE:**

Commissioner Pendleton, Chair of the Governance Committee, announced the committee will meet in April, after the Senior Staff Retreat, to approve proposed changes to the HACG Mission Statement. The committee will also meet prior to the June board meeting to discuss the CEO's yearly review.

**REPORT FROM THE AUDIT AND FINANCE COMMITTEE:**

Commissioner Greenman, Chair of the Audit and Finance Committee, offered a summary of what was discussed at the February 1, 2022 meeting. At the meeting, Len Williams presented on a potential stock dilution issue and requested guidance from the committee about next steps. It was decided to align with the Atlanta Housing Authority and move forward from there.

3567

REPORT FROM THE REAL ESTATE COMMITTEE:

Commissioner Burdeshaw, Chair of the Real Estate Committee, stated Warm Springs Senior Village deal closed February 11, 2022. Construction at The Banks at Mill Village is running slightly behind schedule, but it is anticipated the project will still be completed on time.

PUBLIC SAFETY TASK FORCE:

Commissioner Stacy stated there is nothing new to report. The next Task Force Meeting is in March.

EXECUTIVE DIRECTOR'S REPORT:

Mrs. Walters reported that HACG has a 97% lease up rate for all developments including the remote properties. She also noted that Section 8 voucher utilization is 82% or 3,187 vouchers. HACG has 115 families with vouchers still searching for housing. An orientation took place February 15, 2022 for 36 families. One extension was granted to give a voucher holder more time to locate housing.

A Request for Qualification (RFQ) has been posted for architecture. The following firms have responded:

- 2WR + Partners
- Studio 8 Design Architecture
- Hecht Burdeshaw Architects, Inc.
- Neal, Kendust & Murray

Patriot Pointe recently received a REAC inspection score of 95%.

Reverend Flakes of Fourth Street Baptist Church asked HACG to provide a proposal for managing their Fourth Street Towers apartment buildings and a few single-family homes. After a physical assessment, we declined due to the condition of the properties. We did, however, provide him with a property evaluation, including recommendations for improvements.

ADJOURN:

There being no further business, Chairman Cardin asked for a motion to adjourn the meeting. Motion for adjournment was made by Commissioner Greenman, seconded by Commissioner Burdeshaw. The motion carried and the meeting was adjourned.



Larry Cardin  
Chairman



Lisa L. Walters, CPM  
Secretary-Treasurer

SIGN HERE

## MINUTES

A meeting of the Planning Advisory Commission was held Wednesday, February 02, 2022, in the Council Chambers of the Citizen Service Center.

### Commissioners Present:

#### Chairperson:

**Vice Chairperson:** James Dudley

**Commissioners:** Brad Baker, Ralph King, Gloria Thomas, Shelia Brown, Patricia Weekley

#### Virtually:

**Absent:** Larry Derby, Brad Baker, Xavier McCaskey, Raul Esteras-Palos

**Staff Members:** John Renfroe, Principal Planner

### Others Present:

**CALL TO ORDER:** Chairperson called the meeting to order at 9:00 a.m. All in attendance stood for the pledge of allegiance to the American Flag. He explained the rezoning process to the audience.

**APPROVAL OF MINUTES:** Chairperson asked for a motion on the minutes. Chairperson made a motion to submit the minutes as accepted. No changes or additions by other commissioners. Motion carries, minutes accepted.

- 1. REZN-01-22-0072:** A request to rezone 0.19 acres of land located at 2947 Mimosa Street. Current zoning is NC (Neighborhood Commercial). Proposed zoning is SFR3 (Single Family Residential 3). The proposed use is Single Family House. Danita Lloyd is the applicant. This property is located in Council District 3 (Huff).

John Renfroe reads the staff report:

|  |   |
|--|---|
| <b>General Land Use:</b>                   | Consistent<br>Planning Area D                     |
| <b>Current Land Use Designation:</b>       | General Commercial                                |
| <b>Future Land Use Designation:</b>        | Single Family Residential                         |
| <b>Compatible with Existing Land-Uses:</b> | Yes   |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and |

floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.

**City Services:**

Property is served by all city services.

**Traffic Impact:**

Average Annual Daily Trips (AADT) will be reduced to 10 trips from 24 trips if used for residential use. The Level of Service (LOS) will remain at level A.

**Traffic Engineering:**

This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.

**School Impact:**

N/A

**Buffer Requirement:**

N/A

**Fort Benning's Recommendation:**

N/A

**DRI Recommendation:**

N/A

**Surrounding Zoning:**

|              |                                    |
|--------------|------------------------------------|
| <b>North</b> | SFR3 (Single Family Residential 3) |
| <b>South</b> | SFR3 (Single Family Residential 3) |
| <b>East</b>  | NC (Neighborhood Commercial)       |
| <b>West</b>  | SFR3 (Single Family Residential 3) |

**Attitude of Property Owners:**

**Thirty-five (35)** property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.

|                   |                    |
|-------------------|--------------------|
| <b>Approval</b>   | <b>0 Responses</b> |
| <b>Opposition</b> | <b>0 Responses</b> |

**Additional Information:**

N/A

Chairperson asked if the Commissioners have any questions.

Danita Lloyd, 2947 Mimosa Street. Seeking to rezone the property from a commercial use to residential use. We plan to continue to own the property and rent the property.

Chairperson requested anyone in the audience to speak for against this case please come forward.

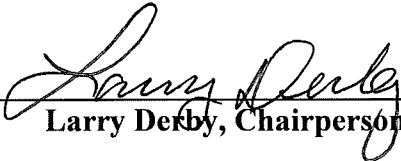
Commissioner King made a motion to approve the rezoning. Commissioner Thomas seconded. Case passes unanimously (5-0 Physical / 0-0 Virtual).

**NEW BUSINESS:** No cases scheduled for February 16, 2022.

**OLD BUSINESS:** None

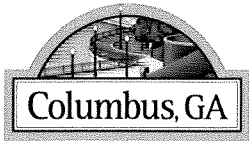
**ADJOURNMENT:** 9:10 AM

**RECORDING:**

  
Larry Derby, Chairperson

  
John Renfroe, Principal Planner

MAR 31 2022



CONSOLIDATED GOVERNMENT  
What progress has preserved.  
PLANNING DEPARTMENT

## Planning Advisory Commission

March 02, 2022

## MINUTES

A meeting of the Planning Advisory Commission was held Wednesday, March 02, 2022, in the Council Chambers of the Citizen Service Center.

**Commissioners Present:****Chairperson:****Vice Chairperson:** James Dudley**Commissioners:** Brad Baker, Ralph King, Gloria Thomas, Shelia Brown, Patricia Weekley, Xavier McCaskey, Raul Esteras-Palos**Virtually:****Absent:** Larry Derby**Staff Members:** John Renfroe, Principal Planner**Others Present:**

**CALL TO ORDER:** Chairperson called the meeting to order at 9:00 a.m. All in attendance stood for the pledge of allegiance to the American Flag. He explained the rezoning process to the audience.

**APPROVAL OF MINUTES:** Chairperson asked for a motion on the minutes. Chairperson made a motion to submit the minutes as accepted. No changes or additions by other commissioners. Motion carries, minutes accepted.

1. **REZN-08-21-1521:** A request to rezone 0.17 acres of land located at 519 12<sup>th</sup> Street. Current zoning is LMI (Light Manufacturing / Industrial). Proposed zoning is UPT (Uptown). The proposed use is Restaurant, General. Robert Battle is the applicant. This property is located in Council District 7 (Woodson).

Applicant not in attendance. Case tabled until March 16, 2022.

2. **REZN-02-22-0236:** A request to rezone 7.01 acres of land located at 4322 Rosemont Drive. Current zoning is SFR3 (Single Family Residential 3). Proposed zoning is SFR4 (Single Family Residential 4). The proposed use is Single Family House. Wright Wade is the applicant. This property is located in Council District 8 (Garrett).

Applicant not in attendance. Case tabled until March 16, 2022.



**3. REZN-02-22-0237:** A request to rezone 9.76 acres of land located at 1311 Warm Springs Road. Current zoning is GC (General Commercial) & MROD (Mill Restoration Overlay District). Proposed zoning is GC (General Commercial). The proposed use is Medical Office. SIDLYD Invesments, LLC is the applicant. This property is located in Council District 8 (Garrett).

John Renfroe reads the staff report:

|  |  |              |                         |              |                              |             |                                    |             |                         |
|--|--|--------------|-------------------------|--------------|------------------------------|-------------|------------------------------------|-------------|-------------------------|
| <b>General Land Use:</b>                   | Inconsistent<br>Planning Area B  |              |                         |              |                              |             |                                    |             |                         |
| <b>Current Land Use Designation:</b>       | Vacant / Undeveloped   |              |                         |              |                              |             |                                    |             |                         |
| <b>Future Land Use Designation:</b>        | Single Family Residential  |              |                         |              |                              |             |                                    |             |                         |
| <b>Compatible with Existing Land-Uses:</b> | Yes  |              |                         |              |                              |             |                                    |             |                         |
| <b>Environmental Impacts:</b>              | The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.  |              |                         |              |                              |             |                                    |             |                         |
| <b>City Services:</b>                      | Property is served by all city services.   |              |                         |              |                              |             |                                    |             |                         |
| <b>Traffic Impact:</b>                     | Average Annual Daily Trips (AADT) will increase to 587 trips from 239 trips if used for commercial use. The Level of Service (LOS) will remain at level D.   |              |                         |              |                              |             |                                    |             |                         |
| <b>Traffic Engineering:</b>                | This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial usage.   |              |                         |              |                              |             |                                    |             |                         |
| <b>School Impact:</b>                      | N/A  |              |                         |              |                              |             |                                    |             |                         |
| <b>Buffer Requirement:</b>                 | N/A  |              |                         |              |                              |             |                                    |             |                         |
| <b>Fort Benning's Recommendation:</b>      | N/A  |              |                         |              |                              |             |                                    |             |                         |
| <b>DRI Recommendation:</b>                 | N/A  |              |                         |              |                              |             |                                    |             |                         |
| <b>Surrounding Zoning:</b>                 | <table> <tr> <td><b>North</b></td><td>GC (General Commercial)</td></tr> <tr> <td><b>South</b></td><td>NC (Neighborhood Commercial)</td></tr> <tr> <td><b>East</b></td><td>SFR3 (Single Family Residential 3)</td></tr> <tr> <td><b>West</b></td><td>GC (General Commercial)</td></tr> </table> | <b>North</b> | GC (General Commercial) | <b>South</b> | NC (Neighborhood Commercial) | <b>East</b> | SFR3 (Single Family Residential 3) | <b>West</b> | GC (General Commercial) |
| <b>North</b>                               | GC (General Commercial)  |              |                         |              |                              |             |                                    |             |                         |
| <b>South</b>                               | NC (Neighborhood Commercial)   |              |                         |              |                              |             |                                    |             |                         |
| <b>East</b>                                | SFR3 (Single Family Residential 3)   |              |                         |              |                              |             |                                    |             |                         |
| <b>West</b>                                | GC (General Commercial)  |              |                         |              |                              |             |                                    |             |                         |
| <b>Attitude of Property Owners:</b>        | <b>Twenty-five (25)</b> property owners within 300 feet of the subject properties were notified of the   |              |                         |              |                              |             |                                    |             |                         |

rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.

**Approval** 0 Responses  
**Opposition** 0 Responses

**Additional Information:** N/A

Chairperson asked if the Commissioners have any questions.

Commissioner King, does this fall under MROD. John Renfroe, applicant is seeking to rezone the property due to the city no longer allowing parcels to have 2 separate zoning classifications. Once this rezoning is approved, the parcels will be replated to 1 parcel as GC.

Gram Stewart, representing the applicant. Medical Office building. Ambulatory surgery center. 60,000 ft2.

Chairperson requested anyone in the audience to speak for against this case please come forward.

Mike Johnson, 2814 Peaboy Avenue. Approval for this rezoning and this development. Concerned with the construction traffic.

John Renfroe, the Engineering Department will be responsible for construction traffic during the building phase of the project. Any damage done to the road during the construction process will need to be reported to the Engineering Department or call 311.

Mike Johnson, construction process should take 16-18 months to complete.

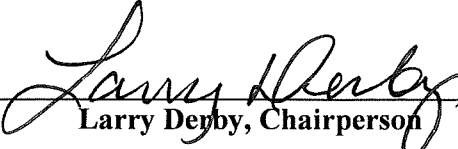
Commissioner King made a motion to approve the rezoning. Commissioner Baker seconded. Case passes unanimously (7-0 Physical / 0-0 Virtual).

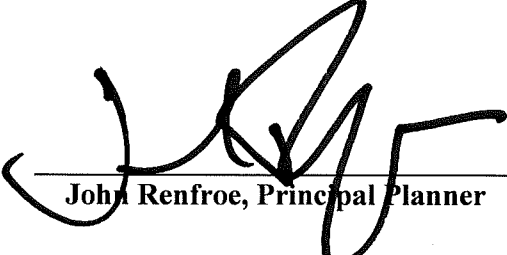
**NEW BUSINESS:** No cases scheduled for February 16, 2022.

**OLD BUSINESS:** None

**ADJOURNMENT:** 9:18 AM

**RECORDING:**

  
 Larry Derby, Chairperson

  
 John Renfroe, Principal Planner

**File Attachments for Item:**

**. BOARD APPOINTMENTS- ACTION REQUESTED:**

**MAYOR’S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

**PENSION FUND, EMPLOYEES’ BOARD OF TRUSTEES:**

**Audrey Hollingsworth**

*(Mayor’s Appointment)*

**(Business Community)**

*Eligible to succeed*

Term Expires: June 30, 2022

**Renee McAneny**

*(Mayor’s Appointment)*

**(Retired City Employee)**

*Eligible to succeed*

Term Expires: June 30, 2022

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

**COUNCIL’S APPOINTMENT- READY FOR CONFIRMATION:**

**ANIMAL CONTROL ADVISORY BOARD:** Ms. Patricia Montgomery was nominated to fill the unexpired term of Lindsay Ellis. *(Councilor Garrett’s nominee)* Term expires: October 15, 2023

**COUNCIL’S APPOINTMENT- NOMINATIONS FROM THE RESPECTIVE ORGANIZATIONS MAY BE CONFIRMED:**

**HISTORIC & ARCHITECTURAL REVIEW BOARD:**

**Cathy Williams**

**(Council’s Confirmation)**

**(Historic Columbus Foundation)**

*Not Eligible to succeed*

Term Expired: January 31, 2022

**The Historic Columbus Foundation is recommending Mr. Tyler Pritchard to succeed Ms. Cathy Williams.**

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

**Women: 6**

**Senatorial District 15: 10**

**Senatorial District 29: 1**

**B. UPTOWN FACADE BOARD:**

**Alan Udy**

**(Council’s Confirmation)**

*Does not desire reappointment*

**Uptown Business Improvement District**

Term Expired: October 31, 2021

**The Uptown Business Improvement District is recommending Niki Gedroic to replace Alan Udy.**

*The is a three-year term. Meets monthly.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

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

**457 DEFERRED COMPENSATION BOARD:**

**Tyler Townsend**

**(Plan Expert / Volunteer seat)**

*Not Eligible to succeed*

Term Expires: May 31, 2022

Open for Nominations

**(Council's Appointment)**

**The Human Resources Director is recommending Ms. Rhonda Davis to succeed Mr. Tyler Townsend.**

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

**BOARD OF FAMILY & CHILDREN SERVICES:**

**Pastor Johnny Flakes, III**- Interested in serving  
(Faith-Based Community Leader)

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

*This is a five-year term. Board meets monthly.*

**Women: 4**

**Senatorial District 15: 4**

**Senatorial District 29: 1**

**COLUMBUS GOLF COURSE AUTHORITY:**

**William Roundtree**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Ken Crumpler**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations  
(Council's Appointment)

**Kenneth Davis**- Interested in serving

*Eligible to succeed*

Open for Nominations  
(Council's Appointment)

Term Expires: June 30, 2022

**Alonzo E. Jones**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

**Stephanie Callahan**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

**Gerald Miley**

*Not Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

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

**Women: 1**

**Senatorial District 15: 4**

**Senatorial District 29: 5**

**D. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Thomas Barron**- Interested in serving

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**



**Esther Radcliff**

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

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

**Women: 4**

**Senatorial District 15: 1**

**Senatorial District 29: 5**

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

**Dr. Robert Wright**

*Resigned*

Term Expires: December 31, 2023

**(Council / Authority)**

**The following nominees are being recommended by Councilor Thomas for the seat of Dr. Robert Wright: John Bucholtz, Murray Solomon and Tracy L. Sayers.**

*This is a five-year term. Board meets quarterly- January, April, July and October.*

**Women: 3**

**Senatorial District 15: 2**

**Senatorial District 29: 7**

**F. VALLEY PARTNERSHIP JOINT DEVELOPMENT:**

**Councilor Walker Garrett**

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

**Monte Galbraith**

*Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)**

**Gary Jones**

*(passed away)*

Term Expires: June 30, 2023

Open for Nominations

**(Council's Appointment)**

*These are four-year terms. Board meets every other month beginning in January.*

**Women: 0**

**Senatorial District 15: 3**

**Senatorial District 29: 1**

**Columbus Consolidated Government  
Board Appointments – Action Requested**

**BOARD APPOINTMENTS- ACTION REQUESTED:**

**10. MAYOR'S APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:**

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

**Audrey Hollingsworth**

*(Mayor's Appointment)*

**(Business Community)**

*Eligible to succeed*

Term Expires: June 30, 2022

**Renee McAneny**

*(Mayor's Appointment)*

**(Retired City Employee)**

*Eligible to succeed*

Term Expires: June 30, 2022

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

**11. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:**

- A. ANIMAL CONTROL ADVISORY BOARD:** Ms. Patricia Montgomery was nominated to fill the unexpired term of Lindsay Ellis. *(Councilor Garrett's nominee)* Term expires: October 15, 2023

**12. COUNCIL'S APPOINTMENT- NOMINATIONS FROM THE RESPECTIVE ORGANIZATIONS MAY BE CONFIRMED:**

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

**Cathy Williams**

**(Council's Confirmation)**

**(Historic Columbus Foundation)**

*Not Eligible to succeed*

Term Expired: January 31, 2022

**The Historic Columbus Foundation is recommending Mr. Tyler Pritchard to succeed Ms. Cathy Williams.**

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

**Women: 6**

**Senatorial District 15: 10**

**Senatorial District 29: 1**

**B. UPTOWN FACADE BOARD:**

**Alan Udy**

**(Council's Confirmation)**

*Does not desire reappointment*

**Uptown Business Improvement District**

Term Expired: October 31, 2021

**The Uptown Business Improvement District is recommending Niki Gedroic to replace Alan Udy.**

*The is a three-year term. Meets monthly.*

**Women: 3**

**Senatorial District 15: 6**

**Senatorial District 29: 3**

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

**A. 457 DEFERRED COMPENSATION BOARD:**

**Tyler Townsend**

Open for Nominations

**(Plan Expert / Volunteer seat)**

**(Council's Appointment)**

*Not Eligible to succeed*

Term Expires: May 31, 2022

**The Human Resources Director is recommending Ms. Rhonda Davis to succeed Mr. Tyler Townsend.**

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

**B. BOARD OF FAMILY & CHILDREN SERVICES:**

**Pastor Johnny Flakes, III**- Interested in serving

Open for Nominations

**(Faith-Based Community Leader)**

**(Council's Appointment)**

*Eligible to succeed*

Term Expires: June 30, 2022

*This is a five-year term. Board meets monthly.*

**Women: 4**

**Senatorial District 15: 4**

**Senatorial District 29: 1**

**C. COLUMBUS GOLF COURSE AUTHORITY:**

**William Roundtree**- Interested in serving

Open for Nominations

*Eligible to succeed*

**(Council's Appointment)**

Term Expires: June 30, 2022

**Ken Crumpler**- Interested in serving

Open for Nominations

*Eligible to succeed*

**(Council's Appointment)**

Term Expires: June 30, 2022

**Kenneth Davis**- Interested in serving

Open for Nominations

*Eligible to succeed*

**(Council's Appointment)**

Term Expires: June 30, 2022

**Alonzo E. Jones**- Interested in serving

Open for Nominations

*Eligible to succeed*  
Term Expires: June 30, 2022

**(Council's Appointment)**

**Stephanie Callahan**- Interested in serving  
*Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

**Gerald Miley**  
*Not Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

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

**Women: 1**  
**Senatorial District 15: 4**  
**Senatorial District 29: 5**

#### **D. RETIREES' HEALTH BENEFITS COMMITTEE:**

**Thomas Barron**- Interested in serving  
*Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

**Esther Radcliff**  
*Eligible to succeed*  
Term Expires: June 30, 2022

Open for Nominations  
**(Council's Appointment)**

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

**Women: 4**  
**Senatorial District 15: 1**  
**Senatorial District 29: 5**

#### **E. THE MEDICAL CENTER HOSPITAL AUTHORITY:**

**Dr. Robert Wright****(Council / Authority)***Resigned*

Term Expires: December 31, 2023

**The following nominees are being recommended by Councilor Thomas for the seat of Dr. Robert Wright: John Bucholtz, Murray Solomon and Tracy L. Sayers.**

*This is a five-year term. Board meets quarterly- January, April, July and October.*

**Women: 3****Senatorial District 15: 2****Senatorial District 29: 7****F. VALLEY PARTNERSHIP JOINT DEVELOPMENT:****Councilor Walker Garrett***Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)****Monte Galbraith***Eligible to succeed*

Term Expires: June 30, 2022

Open for Nominations

**(Council's Appointment)****Gary Jones***(passed away)*

Term Expires: June 30, 2023

Open for Nominations

**(Council's Appointment)**

*These are four-year terms. Board meets every other month beginning in January.*

**Women: 0****Senatorial District 15: 3****Senatorial District 29: 1**



**File Attachments for Item:**

A. Keep Columbus Beautiful Commission

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**BOARDS, COMMISSIONS & AUTHORITIES**

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**Keep Columbus Beautiful Commission:** This board was established to work in conjunction with Keep America Beautiful, Inc. to achieve the goal of sustained reduction in litter as a first step towards improving the environment. It has 25 members, eight of which consists of one resident each of the eight new Council Districts. The eight Council District members are appointed exclusively by the Columbus Council. The remaining 17 members are nominated by the Chairperson of the Keep Columbus Beautiful Commission or other nominations made from the floor of the Columbus Council. The board Chairperson's nominees must be confirmed by the Columbus Council. Members shall be citizens of Columbus and qualified registered voters of Columbus, or owners of a business located in Columbus or a full-time employee of such business. (Columbus Code, Sec. 2-131 through 2-138 (e))

| <u>Board Members</u>                | <u>Term Expiration</u> | <u>Appointment</u>    |
|-------------------------------------|------------------------|-----------------------|
| Sheila Mitchell (SD-15)             | 06/30/2021             | Council (District 3)  |
| Susan Gallagher (SD-15)             | 06/30/2021             | Council (District 7)  |
| Arsburn "Oz" Roberts (SD-29)        | 06/30/2021             | Council               |
| Carlos Williams (SD-15)             | 06/30/2021             | Council               |
| Dr. William "Billy" Kendall (SD-15) | 06/30/2021             | Council               |
| Fran Fluker (SD-29)                 | 06/30/2021             | Council               |
| Orlean Baulkmon (SD-29)             | 06/30/2021             | Council               |
| David Goldberg (SD-29)              | 06/30/2021             | Council               |
| Vanessa Lewis (SD-15)               | 06/30/2022             | Council (District 1)  |
| Dominique Williamson (SD-29)        | 06/30/2022             | Council (District 9)  |
| Douglas McLeod, Jr. (SD-15)         | 06/30/2022             | Council (District 10) |
| VACANT                              | 06/30/2022             | Council               |
| Alyssa Williams (SD-15)             | 06/30/2022             | Council               |
| Kenneth Leuer (SD-15)               | 06/30/2022             | Council               |
| Sharon Baker (SD-29)                | 06/30/2022             | Council               |
| Tracy Walton-King (SD-15)           | 06/30/2022             | Council               |

|                                 |            |                      |          |
|---------------------------------|------------|----------------------|----------|
| Laurie Smithson (SD-29)         | 06/30/2023 | Council (Dis         | Item #A. |
| Eddie F. Florence (SD-15)       | 06/30/2023 | Council (District 4) |          |
| Lee E. Jordan (SD-29)           | 06/30/2023 | Council (District 5) |          |
| Courtney A. Johnson (SD-29)     | 06/30/2023 | Council (District 6) |          |
| William R. Bandy (SD-29)        | 06/30/2023 | Council (District 8) |          |
| Wanda Jenkins (SD-29)           | 06/30/2023 | Council              |          |
| Dr. Kar'retta Venable (SD-15)   | 06/30/2023 | Council              |          |
| Anuradha "Ann" Rewatkar (SD-29) | 06/30/2023 | Council              |          |
| Matt Horne (SD-15)              | 06/30/2023 | Council              |          |

Expiring Term(s):

The terms of office for Ms. Vanessa Lewis, Ms. Dominique Williamson, Mr. Douglas McLeod, Jr., Ms. Alyssa Williams, Mr. Kenneth Leuer, Ms. Sharon Baker, and Ms. Tracy Walton-King expire on June 30, 2022. These are two (2) year terms that would expire on June 30, 2024. These are Council's Appointments. Mr. McLeod, Ms. Williams and Ms. Walton-King are eligible to succeed themselves. Ms. Lewis, Ms. Williamson, Mr. Leuer and Ms. Baker are not eligible to succeed themselves.