

Council Members

R. Gary Allen
Charmaine Crabb

Jerry 'Pops' Barnes
Glenn Davis

Tyson Begly
Bruce Huff

R. Walker Garrett
Toyia Tucker

Judy W. Thomas
Joanne Cogle

Clerk of Council
Sandra T. Davis



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

November 14, 2023
9:00 AM
Regular Meeting

MAYOR'S AGENDA

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

INVOCATION: Offered by Pastor Wayne Anthony, Saint Peter United Methodist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the November 7, 2023 Council Meeting and Executive Session.

PROCLAMATIONS:

2. **Proclamation:** United Advanced Practice Registered Nurses (UAPRN) of West Georgia

Received: Chandler Padgett, Columbus State University

3. **Proclamation:** George Walton Chapter, National Society Daughters of The American Revolution American Indians Committee

Received: Malone Moore

CITY ATTORNEY'S AGENDA

ORDINANCES

- 1.** **2nd Reading** - An Ordinance amending Chapter 17 of the Columbus Code by repealing and replacing Section 17-25 to revise the criteria for promotion to the rank of Sergeant; and for other purposes. (Mayor Pro-Tem)
- 2.** **2nd Reading** - An Ordinance amending Section 3-12(b) of the Columbus Code to revise on premise alcohol licensing requirements for senior living facilities; and for other purposes. (Councilor Thomas)
- 3.** **1st Reading** - REZN-10-23-0171: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 301 42nd Street (parcel # 013-001-043) from Light Manufacturing/Industrial (LMI) Zoning District to Single Family Residential – 1 (SFR1) Zoning District. (Planning Department and PAC recommend approval) (Councilor Garrett)

CITY MANAGER'S AGENDA

- 1.** **FY 2024 Georgia Department of Transportation – Y410 Funds - Transportation Planning Contract**

Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Y410 Planning funds for Safe & Accessible Transportation Options - (H.R. 3684 - Sect, 11206), as outlined in the Infrastructure Investment and Jobs Act (IIJA). This funding is required to be included in the Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). The Y410 Transportation planning funds in the amount of \$9,153.81 is requested in the form of a contract with the Georgia Department of Transportation and to amend the Multi-Governmental Fund by the amount awarded. This will be an annual contract with the Georgia Department of Transportation and the Federal Highway Administration for next five years starting in FY 2023 and ending in FY 2027 as outlined in the IIJA. This will require a new budget to be created by the Finance Department. These funds will require a 1.68% match of \$154.10.

- 2.** **FY 2024 Georgia Department of Transportation – Transportation Planning Contract**

Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). Transportation planning funds in the amount of \$332,342.54 is requested in the form of a contract with the Georgia Department of Transportation. This is an annual contract with the Georgia Department of Transportation and the Federal Highway Administration, which will require a 20% match of \$83,085.64.

3. Dero Fixit Station Donation

Approval is requested to accept the donation of a Dero Fixit Station for bicycle repairs for the Dragonfly Trail from River Valley Regional Commission, Bicycle Columbus and Dragon Fly Trails, Inc.

4. Columbus Police Department: Donation Acceptance

Approval is requested to accept one financial donation totaling \$6,000 given in support of the Columbus Police Department.

5. 2023 Homeland Security GSAR (Georgia Search and Rescue) Grant

Approval is requested to apply for a grant in the amount of \$15,000.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Rescue equipment.

6. 2023 Homeland Security Hazmat Grant

Approval is requested to accept a grant in the amount of \$38,335.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Hazmat equipment.

7. PURCHASES

- A.** Key Control Management Cabinet System for Muscogee County Prison – Georgia State Contract Cooperative Purchase
- B.** Historic Bus Exterior Restoration and Re-Painting (Re-Bid) – RFB No. 24-0008
- C.** Ace-ID Hand-Held, Non-Contact Chemical Identifier with Accessories for Fire & EMS – New York State Cooperative Contract
- D.** One 2024 Ford F-250 Super Duty Pick-up Truck for Muscogee County Prison -Georgia State Contract Cooperative Purchase
- E.** Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036
- F.** Upgrade or Replacement of Existing Equipment for CCG-TV Operations – Sourcewell Cooperative Purchase

8. UPDATES AND PRESENTATIONS

A. Business License Lockbox Update - Angelica Alexander, Finance Director

BID ADVERTISEMENT

DATE: November 14, 2023

November 15, 2023

1. 1st Avenue Sidewalk Improvement Project – RFB No. 24-0014

Scope of Bid

The scope of work includes clearing, excavation and removal, earthwork and grading, pavement and miscellaneous site improvements, soil erosion control measures, landscaping and tree planting.

This is a U. S. Department of Housing and Urban Development (HUD) funded project, which utilizes Community Development Block Grant (CDBG) funding. The awarded contractor shall adhere to all HUD and CDBG project requirements, including Section 3. The requirements are listed on pages 15 - 35 of the Request for Bids (RFB) document.

November 17, 2023

1. Ambulance Billing and Collection Services for Columbus Fire & EMS Department (Annual Contract) – RFP No. 24-0004

Scope of RFP

Columbus Consolidated Government (the City) invites qualified vendors to provide billing and collection services for the Columbus Fire & EMS Department. The services are required to enhance and develop an internal revenue cycle and will be procured on an as-needed basis.

The initial term of the contract will 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.

December 6, 2023

1. Steel Signal Strain Poles (Annual Contract) – RFB No. 24-0017

Scope of RFB

It is the intent of the Columbus Consolidated Government (City) to establish an annual contract with a qualified vendor to provide steel signal strain poles on an “as needed” basis to be delivered to Traffic Engineering Division for the City of Columbus, GA. This bid includes unit costs for a variety of steel signal strain poles that the City may need for traffic signal

projects. As information to Vendors, the City averages three to four new/upgrade signal projects each year. The quantity of steel signal strain poles purchased thru this annual contract will vary from year to year, depending on the number of roadway and/or traffic signal projects that are funded.

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

December 8, 2023

1. General Contractor Services and Housing Inspection Services for the Community Reinvestment Department (Annual Contract) – RFP No. 24-0012

Scope of RFP

Columbus Consolidated Government (the City) invites qualified vendors to provide general contractor services (Option A) and housing inspection services (Option B) for rehabilitative single-family housing located throughout Columbus-Muscogee County. The Community Reinvestment Department will procure the services on an as-needed basis. **Vendors may submit proposals for one, both or all options.**

Some activities could be a U.S. Department of Housing and Urban Development (HUD) funded project which utilizes Community Development Block Grant (CDBG) funding. Contracts utilizing CDBG funding are subject to state and local laws, as well as federal regulations found in §2 CFR 200.317 through §2 CFR 300.327 and §24 CFR 570.611. Potential bidders must assure that all project activities will be administered in compliance with labor and civil rights laws and regulations for CDBG funded projects.

The initial term of the contract will 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.

ENCLOSURES - INFORMATION ONLY

- [1.](#) Lakebottom Park Trail Public Forum

REFERRALS:

[Referrals:](#) 11.7.23

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. RESOLUTION - A resolution excusing Councilor Joanne Cogle from the November 7, 2023 Council Meeting.
2. **Minutes of the following boards:**

Board of Elections & Registration, October 5, 2023

Board of Tax Assessors, #37-23

ENCLOSURES - ACTION REQUESTED

3. **COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:**
 - A. ANIMAL CONTROL ADVISORY BOARD:** Ms. Nancy A. Anderson was nominated to succeed Ms. Jayne Dunn. *(Councilor Garrett's nominee)* Term expires: October 15, 2025
 - B. BOARD OF HEALTH:** Dr. Bantwal Baliga was nominated to succeed Dr. James Lopez. *(Councilor Barnes' nominee)* Term expires: December 31, 2028

UPCOMING BOARD APPOINTMENT:

4. Historic & Architectural Review Board – (Council Appointments / Liberty Cultural Center, Inc. Recommendation)

COUNCIL HEARING:

5. Request for Refund of Property Tax as submitted by Mr. Will White, on behalf of Ms. Elizabeth Heard, for two properties located at: 7636 Schomburg Road and 7381 Blackmon Road.

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 November 7, 2023 Council Meeting and Executive Session.

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

November 7, 2023
9:00 AM
Regular Meeting

MAYOR'S A G E N D A

PRESENT: Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Jerry "Pops" Barnes, Tyson Begly, Charmaine Crabb, Glenn Davis, R. Walker Garrett, Bruce Huff (arrived at 9:35 a.m.), Judy W. Thomas and Toyia Tucker. 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 Joanne Cogle was absent from the meeting.

<p><u>The following documents have been included as a part of the electronic Agenda Packet:</u> (1) Judicial Center Design Update Presentation; (2) Judicial Center SPLOST Bonds & Budget Presentation; (3)</p>
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CALL TO ORDER: Mayor B. H. "Skip" Henderson, III, Presiding

INVOCATION: Offered by Chaplain (MAJ) Michael Johnson, Brigade Chaplain, 1st Security Force Assistance Brigade, Fort Moore, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the October 31, 2023 Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

CITY ATTORNEY'S A G E N D A

ORDINANCES

1. **Ordinance (23-056) - 2nd Reading-** An ordinance suspending the enforcement of penalties and interest on business and occupational tax due and owing for years 2023 and prior through December 31, 2023; and for other purposes. (Councilors Crabb, Davis and Garrett) Councilor Crabb made a motion to adopt the ordinance, seconded by Councilor Davis and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.
2. **1st Reading-** An Ordinance amending Chapter 17 of the Columbus Code by repealing and replacing Section 17-25 to revise the criteria for promotion to the rank of Sergeant; and for other purposes. (Mayor Pro-Tem)

Mayor B. H. “Skip” Henderson explained the purpose of this ordinance is to address a Sergeant position that is currently open in the Columbus Police Department and wanting to fill the position from the promotion list. He went on to explain there will be more ordinances in the future as a housekeeping measure for the Public Safety Departments.

3. **1st Reading-** An Ordinance amending Section 3-12(b) of the Columbus Code to revise on premise alcohol licensing requirements for senior living facilities; and for other purposes. (Councilor Thomas)

Councilor Judy W. Thomas explained this ordinance gives permission for the senior living facilities to decide on where their residents can bring their own alcoholic beverages.

PUBLIC AGENDA

1. Rev. Johnny Flakes, III, representing Fourth Street Missionary Baptist Church, Re: The purpose for the audit.
2. Mr. Wane Hailes, representing the Courier Eco Latino, Re: The treatment of the City Manager regarding the Executive Summary of the Finance Department and impending internal audit.
3. Mr. Nathan Smith, Re: Public Officials communication with citizens.
4. Mr. Jonathan Carroll, representing Primrose Walk Subdivision, Re: The road resurfacing project in the Primrose Walk Subdivision. ***Not Present***

CITY MANAGER'S AGENDA

1. Variance for Sidewalk Installation at 1760 Williams Road

Resolution (406-23): A resolution of the Council of Columbus, Georgia, granting a variance request to the Unified Development Ordinance (UDO), Section 7.10.1 – Required sidewalk, excusing the requirement to install sidewalk along 1760 Williams Road and for other purposes. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

2. Columbus Water Works License Agreement

Resolution (407-23): A resolution authorizing the City Manager to enter into a license agreement with Columbus Water Works. Councilor Tucker made a motion to approve the resolution, second by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

3. Annual Unused Sick Leave Payment

Resolution (408-23): A resolution authorizing payment to employees for unused sick leave in accordance with 16B-15-6(2) of the Columbus Code or Ordinances. Councilor Tucker made a motion to approve the resolution, second by Councilor Crabb and carried unanimously by the eight members

present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

4. Development Authority to Transfer Property located at 5 8th Street and 801 Broadway

Resolution (409-23): A resolution request the Development Authority to return property to the City located at 5 8th Street and 801 Broadway. Councilor Tucker made a motion to approve the resolution, second by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

5. Georgia Trauma Commission – Georgia Trauma Care Network

Resolution (410-23): A resolution authorizing the acceptance of a grant of \$7,452.05, or as otherwise awarded, from the Georgia Trauma Commission – Georgia Trauma Care Network Commission Grant, with no local match requirement and to amend the Multi-Governmental Fund by the amount awarded. Funds will be utilized for the purchase of trauma equipment to aid the citizens of Columbus and surrounding counties. Councilor Tucker made a motion to approve the resolution, second by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

6. PURCHASES

A. Mini Excavator for Public Works Department – Sourcewell Cooperative Purchase

Resolution (411-23): A resolution authorizing the purchase of one (1) mini excavator (Caterpillar 310) from Yancey Brothers (Fortson, GA) in the amount of \$169,826.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #032119-CAT. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

B. Crawler Pipe Inspection Camera for Public Works Department – Sourcewell Cooperative Purchase

Resolution (412-23): A resolution authorizing the purchase of one (1) crawler pipe inspection camera (Jet-Vac Crawler Camera) from Jet-Vac Equipment Company, LLC (Atlanta, GA) in the amount of \$74,748.00. The purchase will be accomplished by cooperative purchase via Sourcewell Contract #120721-RVL. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

C. Declaration of Surplus and Donation of One Crown Victoria Vehicle to Muscogee County School District

Resolution (413-23): A resolution authorizing the declaration of the following one (1) Crown Victoria vehicle, from the Police Department, as surplus, in accordance with Section 7-501 of the Charter of Columbus Consolidated Government:

VEHICLE NUMBER	YEAR	MAKE	MODEL	VIN #	MILEAGE
17504	2009	Ford	Crown Victoria	2FAHP71V09X110262	>100,000

And authorizing the donation of the vehicle to the Muscogee County School District to be utilized by the Shaw High School Law & Public Safety Program. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

D. Federal Reimbursement Recovery Services

Resolution (414-23): A resolution authorizing a contract with Justice Benefits, Inc. (Dallas, TX) for Federal Reimbursement Recovery Services. The Muscogee County Sheriff's Office will utilize the services to recover Federal Reimbursements regarding Special Circumstance Inmates. The reimbursements may include expenses for medical, mental health, translator, transportation, food and housing. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

E. Amendment 13 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002

Resolution (415-23): A resolution authorizing the execution of Amendment 13 in the amount of \$1,687,315.00 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc. for construction manager as general contractor services for the Government Center Complex. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

F. Amendment 14 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002

Resolution (416-23): A resolution authorizing the execution of Amendment 14 in the amount of \$1,835,294.00 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., for construction manager as general contractor services for the Government Center Complex. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

G. Cellular Connection Service for Emergency Phones Installed in Parking Garage Elevators at City Hall (Annual Contract) – GSA Cooperative Contract

Resolution (417-23): A resolution authorizing the execution of a contract with Kings, III of America, d/b/a Kings, III Emergency Communications (Coppel, TX) to provide cellular connection services for emergency phones installed in parking garage elevators at City Hall, as follows:

LOCATION	ONE TIME COST	MONTHLY COST	TOTAL YEAR 1 COST	FUTURE YEAR COST
1101 1 st Avenue	\$368.00	\$78.34	\$1,308.08	\$940.00
1111 1 st Avenue	\$736.00	\$156.68	\$2,616.16	\$1,880.16

The purchase will be accomplished via Federal GSA Contract # GS-07F-0420T. Contract execution will be contingent upon approval by the City Attorney's review after certain clauses are rectified by the vendor. Councilor Tucker made a motion to approve the resolution, second by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Cogle being absent from the meeting.

AMBULANCE BILLING AND COLLECTION SERVICES RFP:

Deputy City Manager Pam Hodge approached the rostrum to respond to a question from Councilor Davis regarding the RFP for ambulance billing and collection services. She explained that she is not familiar with the RFP and invited Fire Chief Scarpa to the podium to explain.

Fire & EMS Chief Sal Scarpa approached the rostrum to explain the RFP and stated the Fire Department has been working with the Finance Department to identify various ways to increase revenue. He stated when a patient is transported by ambulance, the Fire & EMS Department bills the patients for the service and revenue from that service has been stagnant. He explained the best practices around the country are to outsource billing and collection services for EMS transport. He then went on to explain the process in which a patient is currently billed and then how it would be handled with a vendor.

Finance Director Angelica Alexander approached the rostrum to explain when the vendor receives payment from the patient, they would take their fees out and cut a check to CCG, where the payment would then be processed. She went on to explain the Columbus Police Department processes the payments received from the False Alarm Program and she would expect the Fire & EMS Department to do the same for the services they provide.

Councilor Glenn Davis expressed his concerns for the Fire & EMS Department being responsible for processing these payments and recommends the Finance Department to manage the process since this is what they do each day. He also suggested that the collection company send all of the revenue to the city, and the city would verify and send the collection agency their fee.

Councilor Charmaine Crabb explained that it is standard operating procedure for the collection agency to collect the revenue, deduct their fee, and send the remainder to the city. This would be on a commission basis, which incentivizes a higher collection. She maintained the control should stay in the Fire & EMS Department and encouraged Council to approve an additional position to handle these payments if requested in the future. She stated the Fire & EMS Department is the only ones that can reconcile these payments properly.

REFERRAL(S):

FOR THE CITY MANAGER:

- Bring back the options/resources available to handle the EMS transport service payments. (*Request of Mayor Henderson*)
- See about having someone associated with the Fire & EMS Department handling these payments, but not an actual firefighter. (*Request of Councilor Thomas*)

EMERGENCY PURCHASE

Emergency Purchase – Information Only

POST-ACCIDENT DRUG SCREENING – AFTER HOURS, WEEKENDS AND HOLIDAYS:

On October 16, 2023, the City Manager was notified by Human Resources, that the vendor under contract to perform Employee Physicals will no longer be able to provide services for Post-Accident Drug and Alcohol Screening – After Hours, Weekends and Holidays due to staffing issues.

The City awarded a five (5) year contract to Occupational Medicine of Columbus on April 27, 2021, per Resolution No. 125-21. The original RFP for Employee Physicals was revised to include the services prior to being awarded.

Occupational Medicine of Columbus has worked with Human Resources to identify a vendor who can perform the post-accident screenings. Fastest Labs of Columbus is able to perform the screenings after-hours, as well as on weekends and holidays. The vendor has agreed to charge \$45.00 for the screen and \$50.00 per hour charge (one hour minimum). There may be an additional charge if a Medical Review Officer (MRO) is needed. The number of accidents that occur after-hours/weekends/holidays is minimal and estimated to be approximately twenty-five (25) occurrences or less per year.

For a period of sixty (60) days, ending on December 17, 2023, Occupational Medicine of Columbus will act as a pass-through for Fastest Labs of Columbus. After that date, the City will work directly with Fastest Labs of Columbus to perform the services for a period of ten (10) months, ending December 17, 2024. During this time, Purchasing will prepare an RFP for a contract.

The City Manager approved the emergency purchase on October 16, 2023.

Funds are budgeted each fiscal year for this on-going expense: Various Departments – Pre-employment Physicals.

7. UPDATES AND PRESENTATIONS

- A. Judicial Center Update - Pam Hodge, Deputy City Manager, Finance, Planning & Development, Ryan Pruett, Director, Inspections & Code

Inspections & Code Director Ryan Pruett approached the rostrum to introduce the speakers present from Barnes Gibson Partners Architects, LLC and Gilbane Construction.

Principal Architect Will Barnes, Barnes Gibson Partners Architects, LLC, approached the rostrum to provide a presentation on the new judicial center. He explained the design of the building while various images were shown on the overhead projector.

Senior Project Executive Henry Painter, Gilbane Building Company, approached the rostrum to provide information on the budget for the new judicial center project. He went through the design process from the beginning of the project and how changes were made to the design to stay within budget.

Deputy City Manager Pam Hodge approached the rostrum to provide a presentation on SPLOST bonds and the budget pertaining to the new judicial center. She explained an unusual occurrence is happening where bonds were issued at 1.5% and the City of Columbus is earning 5% in interest, but since these bonds were tax exempt bonds, CCG will be required to rebate some of the revenue back to the IRS.

Councilor Crabb made a motion to approve the expanded design option to include additional four shell courtrooms, with funding coming from the General Fund and/or OLOST Infrastructure Reserves, seconded by Councilor Barnes and carried unanimously by the nine members present, with Councilor Cogle being absent from the meeting.

- B. School Zone Camera Update – Pam Hodge, Deputy City Manager, Finance, Planning & Development

Deputy City Manager Pam Hodge approached the rostrum to provide an update on school zone cameras. She explained a school zone camera license agreement was received from the vendor RedSpeed to install school zone cameras on the city's right-of-way around St. Luke Private School and Brookstone Private School.

Major Jonnie Ellerbee, Muscogee County Sheriff's Office, approached the rostrum to respond to a question from Mayor Pro Tem Allen and explained where citation payments go after a ticket is issued. He explained the vendor would collect a fee and the remainder would go to the Muscogee County Sheriff's Office.

Councilor Tucker made a motion to approve the school zone camera license agreement for 11th Street between 2nd Avenue and 3rd Avenue, 3rd Avenue between 11th Street and 10th Street, and Bradley Park Drive between River Road and Bristol Boulevard.

Mr. Lynn Westmoreland, RedSpeed Representative and Former Congressman, approached the rostrum to address the power being terminated from existing cameras, which have been running on a generator. He explained this agreement is a partnership between the vendor and the Muscogee County Sheriff, and the funding received is required to be reserved for public safety by legislation.

REFERRAL(S):

FOR THE CITY MANAGER:

- Wants to hear from the Muscogee County Sheriff on where the money will be going once received and requests a commitment that the revenue will be shared with the other public safety departments.
(Request of Mayor Pro Tem Allen)

BID ADVERTISEMENT

DATE: November 7, 2023

November 8, 2023

1. 1st Avenue Sidewalk Improvement Project – RFB No. 24-0014 **Scope of Bid**

The scope of work includes clearing, excavation and removal, earthwork and grading, pavement and miscellaneous site improvements, soil erosion control measures, landscaping and tree planting.

This is a U. S. Department of Housing and Urban Development (HUD) funded project, which utilizes Community Development Block Grant (CDBG) funding. The awarded contractor shall adhere to all HUD and CDBG project requirements, including Section 3. The requirements are listed on pages 15 - 35 of the Request for Bids (RFB) document.

November 17, 2023

1. Ambulance Billing and Collection Services for Columbus Fire & EMS Department (Annual Contract) – RFP No. 24-0004 **Scope of RFP**

Columbus Consolidated Government (the City) invites qualified vendors to provide billing and collection services for the Columbus Fire & EMS Department. The services are required to enhance and develop an internal revenue cycle and will be procured on an as-needed basis.

The initial term of the contract will 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.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. **RESOLUTION (418-23)** - A resolution appointing Todd Hammons to the Board of Tax Assessors for a term of office to begin on January 1, 2024, and expires on December 31, 2029. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Cogle being absent from the meeting.

REFERRAL(S):

FOR THE CITY MANAGER:

- Get signs to show the speed of drivers put on Windsor Drive and Canterbury. (*Request of Councilor Crabb*)
 - Speed device by Dawson Elementary School is no longer working. (*Request of Councilor Tucker*)
2. Travel Authorization Request for Councilor Toyia Tucker to attend NACo 2024 Legislative Conference during the month of February 2024. Mayor Pro Tem Allen made a motion to approve the ravel request, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Cogle being absent from the meeting.
 3. **HOSPITAL AUTHORITY OF COLUMBUS:** Email Correspondence from Attorney Jack Schley, Board Secretary, advising of the selection of Wayne Joiner to succeed Jennings Chester and Warner Kennon, Jr. and Sarah Banks-Lang to serve another term of office. (*Council confirms the appointment.*) Councilor Crabb made a motion confirming the appointment of Wayne Joiner, Warner Kennon, Jr., and Sarah Banks-Lang to serve on the Hospital Authority of Columbus, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Cogle being absent from the meeting.
 4. **MEDICAL CENTER HOSPITAL AUTHORITY:** Letter from Tina Etheridge, Assistant Secretary, Board of Trustees, advising of the selection of Dr. John Bucholtz and Fredrick McKnight to serve another term of office. (*Council confirms the appointment.*) Councilor Crabb made a motion confirming the appointment of Dr. John Bucholtz and Fredrick McKnight to serve on the Medical Center Hospital Authority, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

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

457 Deferred Compensation Board, July 20, 2023

Airport Commission, June 21, August 3, and August 23, 2023

Board of Tax Assessors, #35-23 and #36-23

Board of Water Commissioners, September 11, and October 16, 2023

Columbus Golf Course Authority, July 18, 2023

Development Authority of Columbus, September 7, 2023

Hospital Authority of Columbus, September 26, 2023

Planning Advisory Commission, October 4, 2023

Public Safety Advisory Commission, September 21, 2023

Tree Board, October 5, 2023

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

BOARD APPOINTMENTS - ACTION REQUESTED

6. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

- A. BOARD OF ELECTIONS & REGISTRATION:** Mr. Edwin Roldan was nominated to serve another term of office. (*Councilor Crabb's nominee*) Term expires: December 31, 2027. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.
- B. BOARD OF ELECTIONS & REGISTRATION:** Ms. Diane Scrimshire was nominated to serve another term of office. (*Councilor Crabb's nominee*) Term expires: December 31, 2027. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.
- C. BOARD OF ELECTIONS & REGISTRATION:** Ms. Annette Williams was nominated to succeed Ms. Margaret Jenkins. (*Councilor Tucker's nominee*) Term expires: December 31, 2027. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.
- D. BOARD OF HEALTH:** Dr. Sylvester McRae was nominated to serve another term of office. (*Councilor Huff's nominee*) Term expires: December 31, 2028. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.
- E. BOARD OF WATER COMMISSIONERS:** Mr. Nick Smith was nominated to fill the unexpired term of Mr. Clint W. Cox (*Relocating outside of Muscogee County*). (*Councilor Thomas' nominee*) Term expires: December 31, 2026. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.
- F. LAND BANK AUTHORITY:** Mr. Carson Cummings, Jr. was nominated to fill the unexpired term of Mr. Chris Phillips (*Relocating outside of Muscogee County*). (*Councilor Begly's nominee*) Term expires: October 31, 2026. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members

present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

G. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Ms. Evelyn “Mimi” Woodson was nominated to serve as a member on the newly created board. (*Councilor Cogle’s nominee*) Term Expires: August 14, 2027. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

H. LIBERTY THEATRE & CULTURAL ARTS CENTER ADVISORY BOARD: Dr. Shikha Shah was nominated to serve as a member on the newly created board. (*Councilor Cogle’s nominee*) Term Expires: August 14, 2027. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

I. TREE BOARD: Ms. Farah Dewsbury was nominated to serve another term of office as the At-Large Member. (*Councilor Crabb’s nominee*) Term expires: December 31, 2026. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

J. TREE BOARD: Mr. Robert Hecht was nominated to serve another term of office as the Commercial or Industrial Development Representative. (*Councilor Crabb’s nominee*) Term expires: December 31, 2026. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

K. TREE BOARD: Ms. Amy J. Spencer was nominated to fill the expired term of Ms. Chris Henson as the Environmental Advocacy Representative. (*Councilor Cogle’s nominee*) Term expires: July 1, 2025. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilor Thomas being absent for the vote, and Councilor Cogle being absent from the meeting.

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

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Jayne Dunn (*Not Eligible to succeed*) for a term that expires on October 15, 2023, on the Animal Control Advisory Board (*Council’s Appointment*). Councilor Garrett nominated Nancy A. Anderson to succeed Jayne Dunn.

B. BOARD OF HEALTH:

A nominee for the seat of Dr. James Lopez (*Not Eligible to succeed*) for a term that expires on December 31, 2023, on the Board of Health (*Council's Appointment*). Councilor Barnes nominated Dr. Bantwal Baliga to succeed Dr. James Lopez.

C. COOPERATIVE EXTENSION ADVISORY BOARD:

A nominee for the seat of Lawanna Williams (*Does not desire reappointment*) for a term that expires on December 31, 2023, on the Cooperative Extension Advisory Board (*Council's Appointment*). There were none.

A nominee for a vacant seat for a term that expires on December 31, 2028, on the Cooperative Extension Advisory Board (*Council's Appointment*). There were none.

D. TREE BOARD:

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

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

REFERRAL(S):

FOR THE CITY MANAGER:

- Contact the property owner regarding the semitrucks parking at the corner of Woodruff Farm and Forrest Road. (*Request of Councilor Tucker*)

EXECUTIVE SESSION:

Mayor Henderson entertained a motion to go into executive session to discuss matters of potential litigation as requested by City Attorney Fay earlier in the meeting. Councilor Tucker made a motion to go into Executive Session, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Cogle being absent for the meeting, and the time being 11:07 a.m.

The Regular Meeting reconvened at 11:44 a.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss matters of potential litigation; however, there were no votes taken.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Tucker to adjourn the November 7, 2023 Regular Council Meeting, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Cogle being absent from the meeting, and the time being 11:44 a.m.

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

File Attachments for Item:

1. 2nd Reading-An Ordinance amending Chapter 17 of the Columbus Code by repealing and replacing Section 17-25 to revise the criteria for promotion to the rank of Sergeant; and for other purposes. (Mayor Pro-Tem)

AN ORDINANCE**NO.**

An Ordinance amending Chapter 17 of the Columbus Code by repealing and replacing Section 17-25 to revise the criteria for promotion to the rank of Sergeant; and for other purposes.

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

Chapter 17 of the Columbus Code is amended by repealing Section 17-25 pertaining to promotional procedures of the Columbus Police Department, and replacing with a new Section 17-25 to read as follows:

Sec. 17-25. - Eligibility for promotions.

- (a) *For promotion to police sergeant.* To be eligible to participate in the promotional procedure for police sergeant, the employee must hold the rank of police officer or its equivalent as determined by the chief of police and have a minimum of five years of sworn law enforcement service in a full-time status in any jurisdiction, to include service in the military police. For purposes of computation of service, all eligibles who will have completed the fifth year of such service on the date on which the written phase of the sergeant's promotional procedure is given, shall be deemed to have met the length of service requirement.
- (b) *For promotion to police lieutenant.* To be eligible to participate in the promotional procedure for police lieutenant, the employee must hold the rank of police sergeant and have a minimum of three years' continuous service, including the probationary period, as a police sergeant with the Police Department of the Consolidated Government of Columbus, Georgia. For purposes of computation of service, eligibles who will have completed the third year of such service on the date on which the written phase of the lieutenant's promotional procedure is given, shall be deemed to have met the length of service requirement.
- (c) *For promotion to police captain.* To be eligible to participate in the promotional procedure for police captain, the employee must hold the rank of police lieutenant and have a minimum of two years of continuous service, including the probationary period, as a police lieutenant with the Police Department of the Consolidated Government of Columbus, Georgia. All eligibles who have completed the second year of service on the first day of the captain's assessment center, shall be deemed to have met the length of service requirement.

- (d) To be eligible to participate in any promotional procedure for sergeant or higher rank , the officer must successfully complete an eighteen month probation period at the Columbus Police Department This probationary period may be credited toward the five year minimum service required by paragraph (a) above. To be eligible to participate in any future promotional procedure for lieutenant and captain, the employee must possess a minimum of a baccalaureate degree in any field within the educational guidelines set forth by this Columbus Police Department."

SECTION 2 .

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

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the ____ day of November, 2023; introduced a second time at a regular meeting held on the 14th day of November, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, III Mayor

File Attachments for Item:

2. 2nd Reading- An Ordinance amending Section 3-12(b) of the Columbus Code to revise on premise alcohol licensing requirements for senior living facilities; and for other purposes.
(Councilor Thomas)

AN ORDINANCE

NO.

An Ordinance amending Section 3-12(b) of the Columbus Code to revise on premise alcohol licensing requirements for senior living facilities; and for other purposes.

SECTION 1.

Paragraph (b) of Section 3-12 the Columbus Code is hereby amended by striking current paragraph (b) and inserting a new Section 3-12(b) which shall read as follows:

“(b)The sale of alcoholic beverages for consumption by persons in any back room or side room which is not open to general public use is prohibited, except that private parties or conventions which have been scheduled in advance may be served in public or private dining rooms or meeting rooms, and provided further that this prohibition shall not apply to private clubs or senior living facilities as defined hereunder nor to the sale of alcoholic beverages for consumption hereunder to the registered guests of any hotel or motel or residents of the senior living facilities in their designated rooms or apartments. provided further, that a resident of a senior living facility as defined under Section 3-1(nn) may transport alcoholic beverages from such residence to any part of such facility where alcoholic beverages are sold or consumed.”

SECTION 2.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 7th day of November, 2023; introduced a second time at a regular meeting of said Council held on the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

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

Sandra T Davis
 Clerk of Council

B. H. “Skip” Henderson, III
 Mayor

File Attachments for Item:

3. 1st Reading - REZN-10-23-0171: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 301 42nd Street (parcel # 013-001-043) from Light Manufacturing/Industrial (LMI) Zoning District to Single Family Residential – 1 (SFR1) 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 **301 42nd Street** (parcel # 013-001-043) from Light Manufacturing/Industrial (LMI) Zoning District to Single Family Residential – 1 (SFR1) Zoning District.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from the Light Manufacturing/Industrial (LMI) Zoning District to Single Family Residential -1 (SFR1) Zoning District.

“All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County, Georgia, and more particularly described as follows: Beginning at an iron stake at the Northeast corner of 42nd Street and Third Avenue; thence North 01 degree 36 minutes West a distance of 250.7 feet to a point; thence South 85 degrees 18 minutes East a distance of 70.6 feet to a point; thence South 01 degree 36 minutes East a distance of 243.82 feet to an iron stake located on the North margin of 42nd Street; thence South 89 degrees 03 minutes West a distance of 70 feet to the point of beginning; and, being all of the property conveyed to James D. Benefield and Virginia W. Benefield by deed recorded in in Deed Book 489, Page 13, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, except a five foot strip of the North end of said tract.

This is the same properly conveyed in that certain Warranty Deed from Cynthia Benefield Heath f/k/a Cynthia Benefield Goble to Ana Martinez, dated August 17, 2020 and recorded in Deed Book 13059, at Page 280 in the Office of the Clerk of Superior Court of Muscogee County, Georgia.”

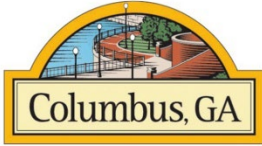
Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____, 2023; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen	voting _____
Councilor Barnes	voting _____
Councilor Begly	voting _____

Councilor Cogle	voting _____
Councilor Crabb	voting _____
Councilor Davis	voting _____
Councilor Garrett	voting _____
Councilor Huff	voting _____
Councilor Thomas	voting _____
Councilor Tucker	voting _____

Sandra T Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor



CONSOLIDATED GOVERNMENT
What progress has preserved.
 PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-09-23-0171

Applicant:	Amarjit Singh
Owner:	Amarjit Singh
Location:	301 42 nd Street
Parcel:	013-001-043
Acreage:	0.40 Acres
Current Zoning Classification:	Light Manufacturing/Industrial (LMI)
Proposed Zoning Classification:	Single Family Residential – 1 (SFR1)
Current Use of Property:	Single Family Residential
Proposed Use of Property:	Single Family Residential
Council District:	District 8 (Garrett)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area F
Current Land Use Designation:	Single Family Residential
Future Land Use Designation:	Single Family Residential

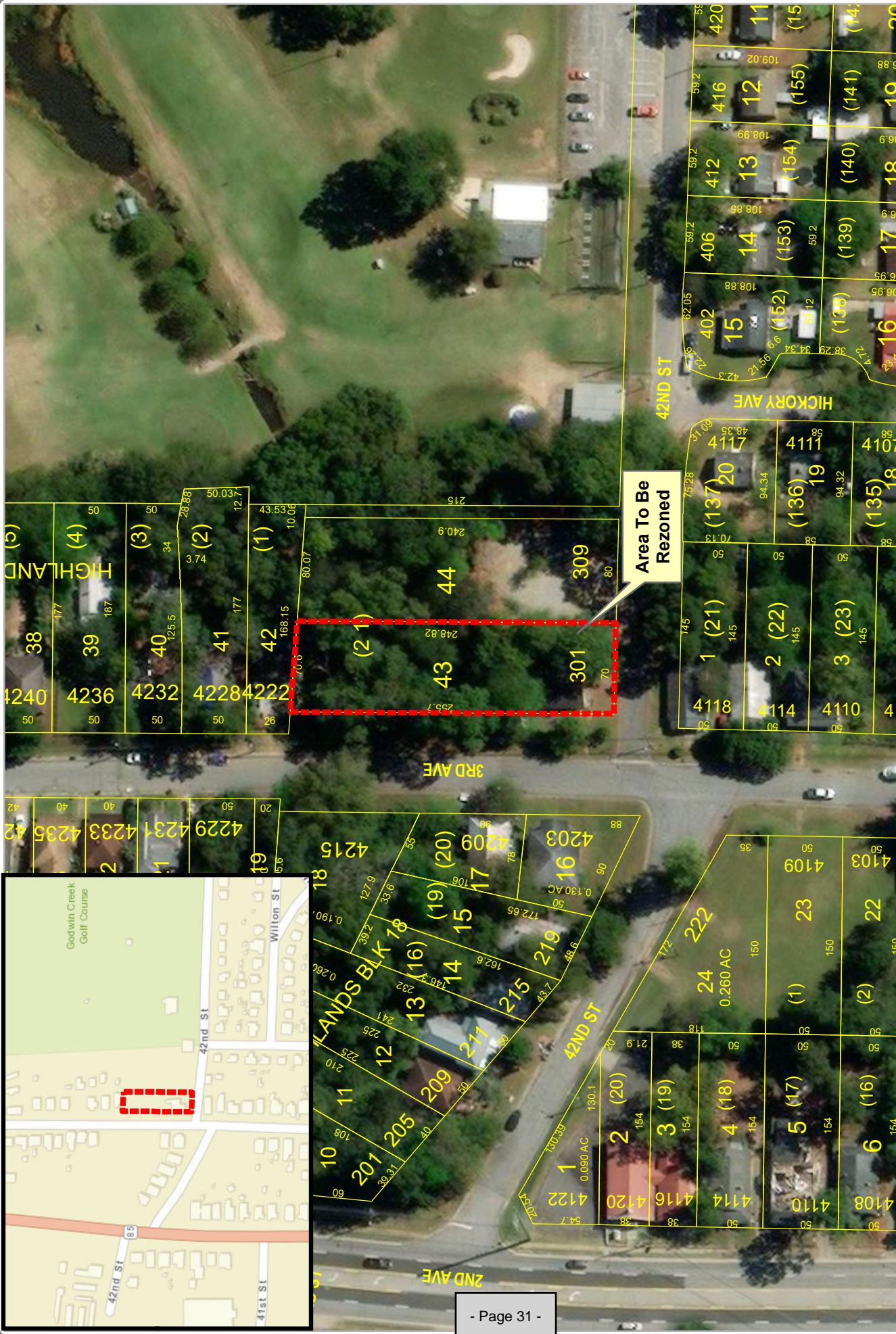
Compatible with Existing Land-Uses:	Yes								
Environmental Impacts:	The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.								
City Services:	Property is served by all city services.								
Traffic Impact:	Average Annual Daily Trips (AADT) will decrease by 2 trips if used for residential use. The Level of Service (LOS) will remain at level C.								
Traffic Engineering:	This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.								
Surrounding Zoning:	<table> <tr> <td>North</td><td>Light Manufacturing/Industrial (LMI)</td></tr> <tr> <td>South</td><td>Residential Multifamily – 1 (RMF1)</td></tr> <tr> <td>East</td><td>Light Manufacturing/Industrial (LMI)</td></tr> <tr> <td>West</td><td>Residential Multifamily – 1 (RMF1)</td></tr> </table>	North	Light Manufacturing/Industrial (LMI)	South	Residential Multifamily – 1 (RMF1)	East	Light Manufacturing/Industrial (LMI)	West	Residential Multifamily – 1 (RMF1)
North	Light Manufacturing/Industrial (LMI)								
South	Residential Multifamily – 1 (RMF1)								
East	Light Manufacturing/Industrial (LMI)								
West	Residential Multifamily – 1 (RMF1)								
Reasonableness of Request:	The request is compatible with existing land uses.								
School Impact:	N/A								
Buffer Requirement:	<p>The site shall include a Category A buffer along all property lines bordered by the LMI zoning district. The 3 options under Category A are:</p> <ol style="list-style-type: none"> 1) 5 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 2) 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 3) 20 feet undisturbed natural buffer. 								
Attitude of Property Owners:	Fifty-three (53) 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:

Property is currently legal, non-conforming for residential use.

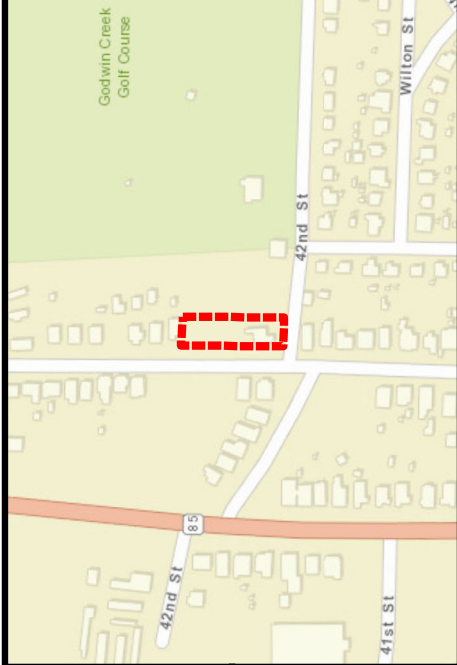
Attachments:

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



1240	38	(5)
4236	39	(4)
4232	40	(3)
4228	41	(2)
4222	42	(1)

4235	42
4233	40
4231	40
4229	50
4227	20



43	44	309
(21)		

4215	18	19	20
4213	17	16	15
4211	16	15	14
4209	15	14	13
4207	14	13	12
4205	13	12	11
4203	12	11	10
4201	11	10	9
4199	10	9	8
4197	9	8	7
4195	8	7	6
4193	7	6	5
4191	6	5	4
4189	5	4	3
4187	4	3	2
4185	3	2	1

**Area To Be
Rezoned**

4118	1	(21)
4114	2	(22)
4110	3	(23)
4106	4	(24)
4102	5	(25)
4098	6	(26)
4094	7	(27)
4090	8	(28)
4086	9	(29)
4082	10	(30)
4078	11	(31)
4074	12	(32)
4070	13	(33)
4066	14	(34)
4062	15	(35)
4058	16	(36)
4054	17	(37)
4050	18	(38)
4046	19	(39)
4042	20	(40)
4038	21	(41)
4034	22	(42)
4030	23	(43)
4026	24	(44)
4022	25	(45)
4018	26	(46)
4014	27	(47)
4010	28	(48)
4006	29	(49)
4002	30	(50)

4118	1	(21)
4114	2	(22)
4110	3	(23)
4106	4	(24)
4102	5	(25)
4098	6	(26)
4094	7	(27)
4090	8	(28)
4086	9	(29)
4082	10	(30)
4078	11	(31)
4074	12	(32)
4070	13	(33)
4066	14	(34)
4062	15	(35)
4058	16	(36)
4054	17	(37)
4050	18	(38)
4046	19	(39)
4042	20	(40)
4038	21	(41)
4034	22	(42)
4030	23	(43)
4026	24	(44)
4022	25	(45)
4018	26	(46)
4014	27	(47)
4010	28	(48)
4006	29	(49)
4002	30	(50)

2ND AVE

3RD AVE

42ND ST

HICKORY AVE



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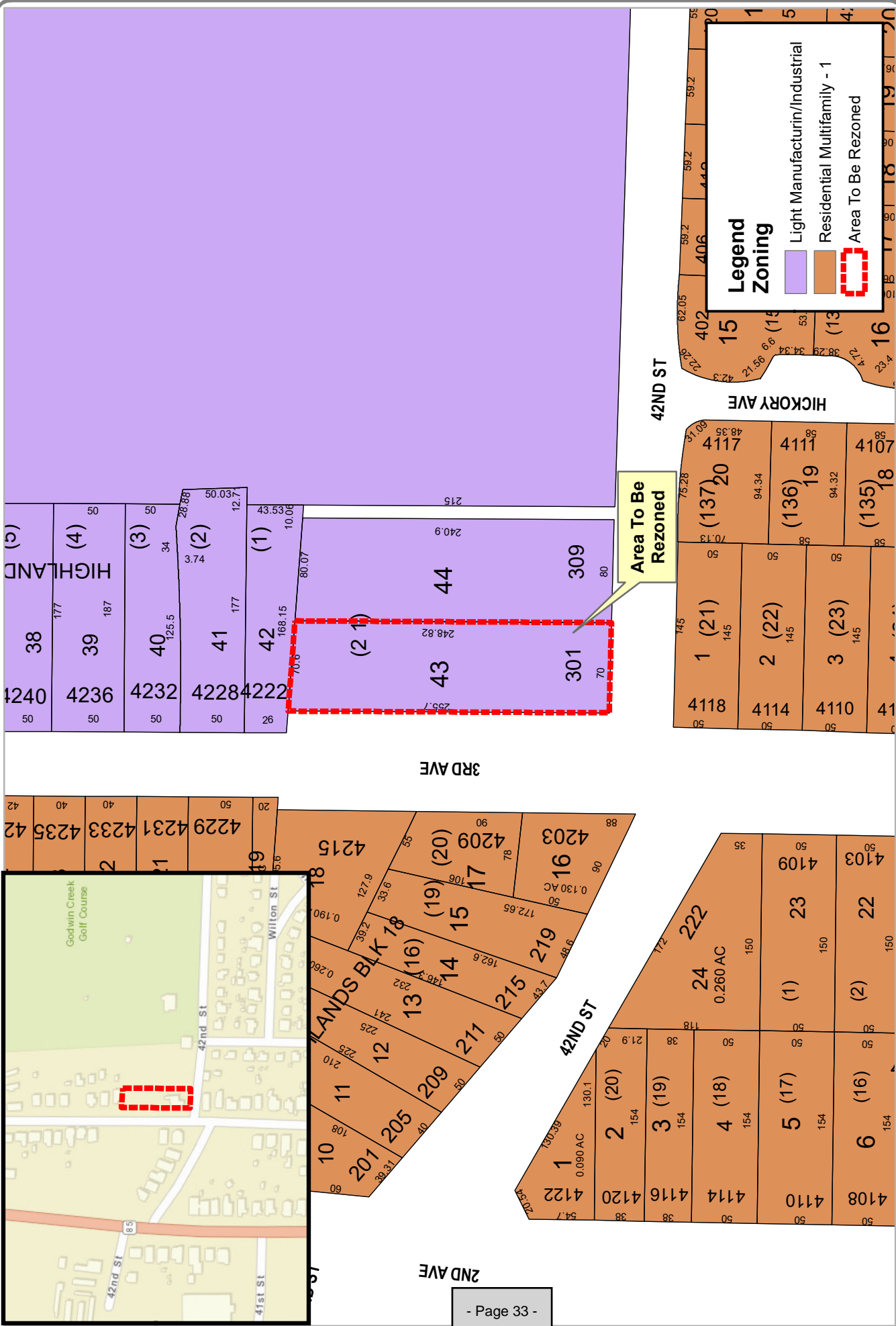
Date: 9/28/2023

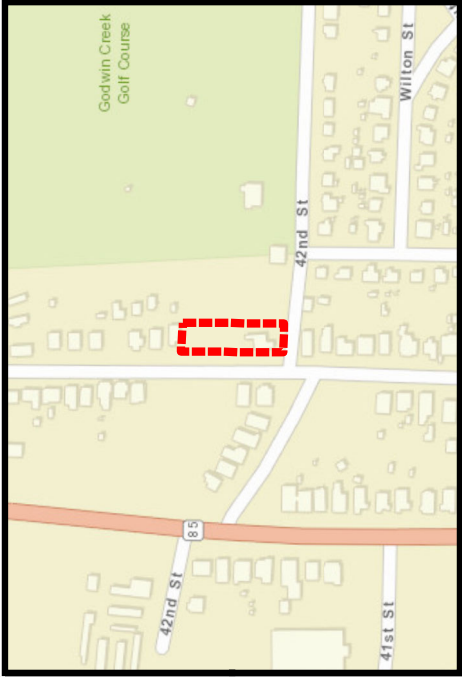
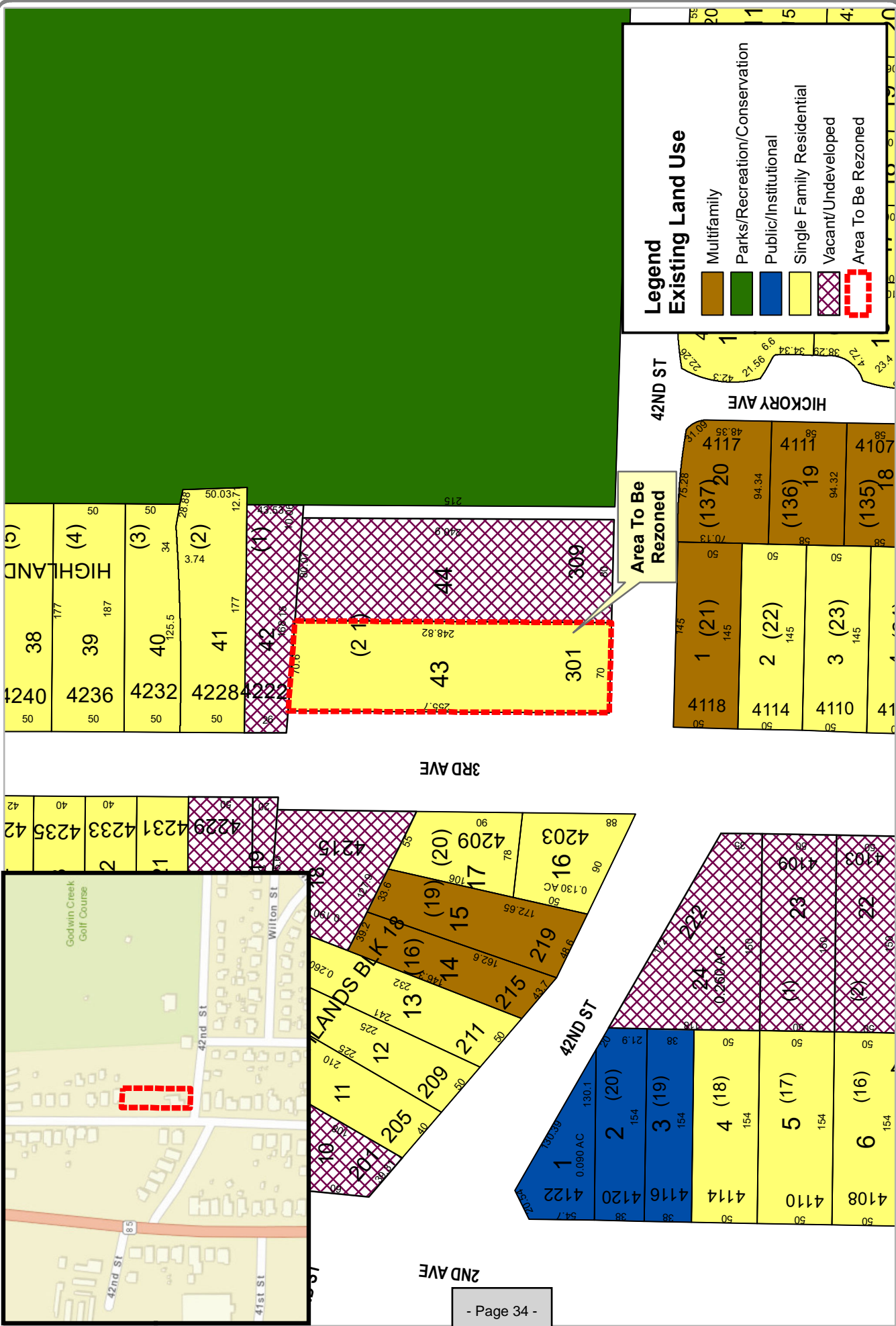
1 inch = 100 feet
Data Source: IT/GIS
Author: David Cooper

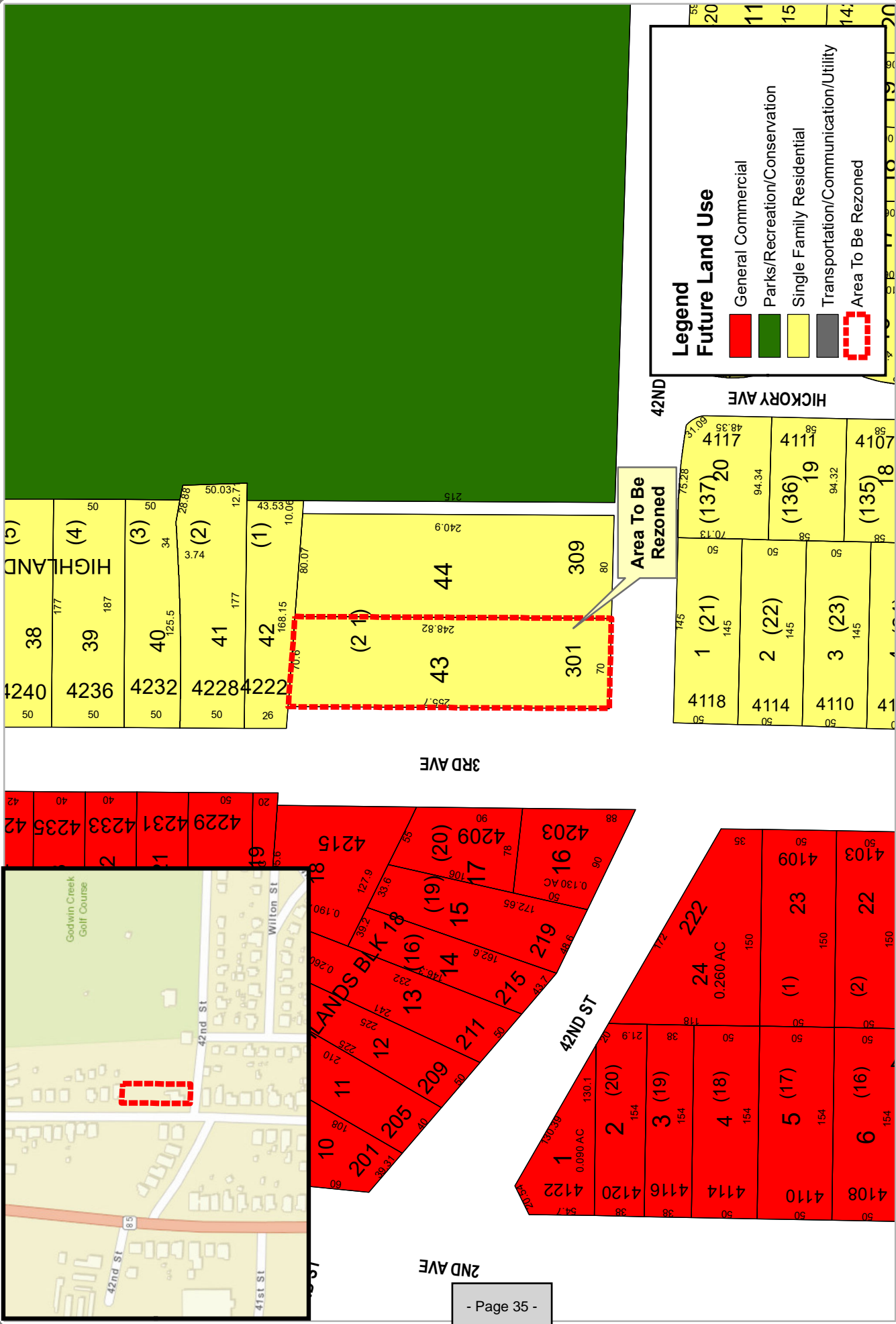
Location Map for REZN 09-23-0019
Map 013 Block 001 Lot 043
Planning Department-Planning Division
Prepared By Planning GIS Tech

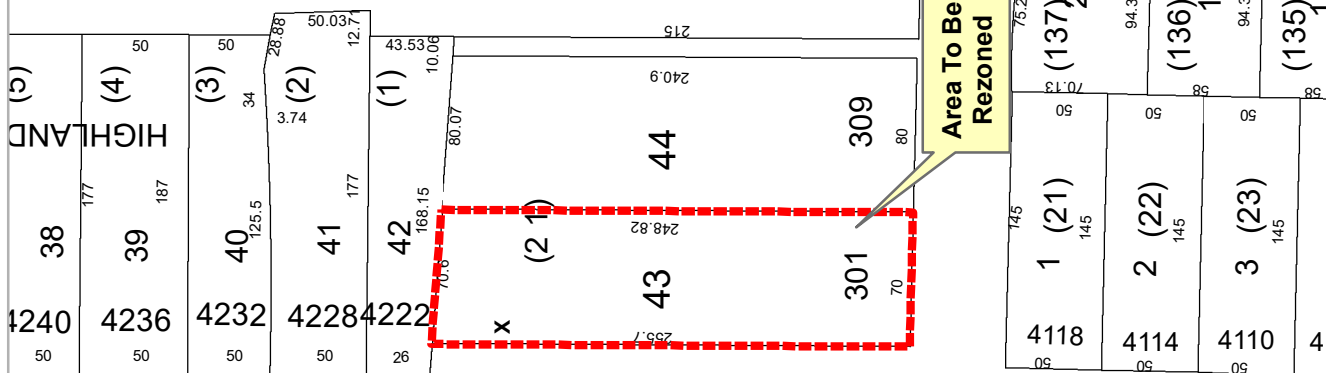


Item #3.









Data Source: IT/GIS
Author: David Cooper

Flood Hazard Map for REZN 09-23-0019

Map 013 Block 001 Lot 043

**Planning Department-Planning Division
Prepared By Planning GIS Tech**

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Date: 9/28/2023

REZONING CASE NO.
PROJECT
CLIENT
REZONING REQUEST

210 & 110
 Light-Manufacturing Industrial - (LMI)
 Single Family Residential 1 - (SFR1)
 LMI - Acreage converted to square footage.
 SFR1 - Acreage converted to square footage.

Land Use	ITE Code	Zone Code	Quantity	Trip Rate	Total Trips
Daily (<i>Existing Zoning</i>)					
General Light Industrial	110	LMI	0.3 Acres	4.87	8
				0.69	1
				0.69	1
					Total
					10
Daily (<i>Proposed Zoning</i>)					
Single Family Detached Housing	210	SFR1	0.3 Acres	9.43	8
					Total
					8

TRAFFIC PROJECTIONS

Name of Street	2nd Avenue
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2022)	18,300
Existing Level of Service (LOS)**	C
Additional Traffic due to Existing Zoning	10
Total Projected Traffic (2021)	18,310
Projected Level of Service (LOS)**	C

Name of Street	2nd Avenue
Street Classification	Undivided Arterial w/center In
No. of Lanes	4
City Traffic Count (2022)	18,300
Existing Level of Service (LOS)**	C
Additional Traffic due to Proposed	8
Total Projected Traffic (2021)	18,308
Projected Level of Service (LOS)**	C

Item #3.

File Attachments for Item:

1. FY 2024 Georgia Department of Transportation – Y410 Funds - Transportation Planning Contract

Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Y410 Planning funds for Safe & Accessible Transportation Options - (H.R. 3684 - Sect, 11206), as outlined in the Infrastructure Investment and Jobs Act (IIJA). This funding is required to be included in the Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). The Y410 Transportation planning funds in the amount of \$9,153.81 is requested in the form of a contract with the Georgia Department of Transportation and to amend the Multi-Governmental Fund by the amount awarded. This will be an annual contract with the Georgia Department of Transportation and the Federal Highway Administration for next five years starting in FY 2023 and ending in FY 2027 as outlined in the IIJA. This will require a new budget to be created by the Finance Department. These funds will require a 1.68% match of \$154.10.

Columbus Consolidated Government Council Meeting
Agenda Item

Item #1.

TO:	Mayor and Councilors
AGENDA SUBJECT:	FY 2024 Georgia Department of Transportation – Y410 Funds - Transportation Planning Contract
AGENDA SUMMARY:	Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Y410 Planning funds for Safe & Accessible Transportation Options - (H.R. 3684 - Sect, 11206), as outlined in the Infrastructure Investment and Jobs Act (IIJA). This funding is required to be included in the Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). The Y410 Transportation planning funds in the amount of \$9,153.81 is requested in the form of a contract with the Georgia Department of Transportation and to amend the Multi-Governmental Fund by the amount awarded. This will be an annual contract with the Georgia Department of Transportation and the Federal Highway Administration for next five years starting in FY 2023 and ending in FY 2027 as outlined in the IIJA. This will require a new budget to be created by the Finance Department. These funds will require a 1.68% match of \$154.10.
INITIATED BY:	Planning Department

Recommendation: Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Y410 Planning funds for Safe & Accessible Transportation Options - (H.R. 3684 - Sect, 11206), as outlined in the Infrastructure Investment and Jobs Act (IIJA) and amend the Multi- Governmental Fund by the amount awarded. The Finance Department will need to create a new budget for these funds.

This funding is required to be included in the Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS).

Background: On November 15, 2021, President Biden signed into law the Infrastructure Investment and Jobs Act (IIJA). The IIJA is the first major infrastructure law enacted since the Fixing America's Surface Transportation (FAST) Act of 2015. The IIJA requires each MPO to use at least 2.5% of its PL funds on specified planning activities to increase safe and accessible options for multiple travel modes for people of all ages and abilities under section 104(d) of title 23, United States Code. The Transportation Planning Division, which is housed within the Metropolitan Planning Organization (MPO) will perform the planning work as outlined in the IIJA. This work includes the adoption of Complete Streets standards or policies for the development of Complete Streets.

prioritization plan that identifies a specific list of Complete Streets projects to improve the safety, mobility, and accessibility of a street, to improve the safety of bicyclists and pedestrians. The City is required to provide the 1.68% local match for \$154.10 to receive the Federal Funds.

Analysis: The Columbus-Phenix City Transportation Study (C-PCTS) serves as the Metropolitan Planning Organization (MPO) for the urban area. The Transportation Planning Division is the designated MPO recipient and project administrator of H.R. 3684 – Section 11206 funds. The Y410 Transportation Planning Funds are designed for the Columbus-Phenix City MPO for the performance of the Safe & Accessible Transportation activities.

Financial Considerations: The Y410 Transportation planning funds in the amount of \$9,153.81 is requested in the form of a contract with the Georgia Department of Transportation. This will be an annual contract with the Georgia Department of Transportation and the Federal Highway Administration for next five years starting in FY 2023 and ending in FY 2027 as outlined in the IIJA. These funds will require a 1.68% match of \$154.10. The following is a breakdown of funding sources.

FHWA – H.R. 3684 – Section 11206 Funds		
FHWA	98.32%	\$9,153.81
Local Match	1.68%	\$154.10
Total GDOT Contract	100%	\$9,153.81
	TOTAL	\$9,153.81

The City's 1.68% match of \$154.10 is budgeted in the FY 2024 Budget, General Fund.

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: Approval is requested to authorize the City Manager to execute a contract to receive Federal Funding for the FY 2024 Y410 Transportation Planning Activities and amend the Multi-Governmental Fund by the amount awarded. The Finance Department will need to create a new budget for these funds.

A RESOLUTION

Item #1.

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE CITY MANAGER OF COLUMBUS, GEORGIA TO EXECUTE A CONTRACT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION ON BEHALF ON THE CITY FOR FINANCIAL ASSISTANCE TO CARRY OUT THE FY 2024 Y410 PLANNING FUNDS FOR SAFE & ACCESSIBLE TRANSPORTATION OPTIONS – (H.R. 3684 – SECT 11206), AS OUTLINED IN THE INFRASTRUCTURE INVESTMENT AND JOBS ACT (IIJA) AND AMEND THE MULTI- GOVERNMENTAL FUND BY THE AMOUNT OF THE AWARD. THIS FUNDING IS REQUIRED TO BE INCLUDED IN THE TRANSPORTATION PLANNING WORK ACTIVITIES OF THE COLUMBUS-PHENIX CITY TRANSPORTATION STUDY (C-PCTS).

WHEREAS, the FY 2024 Unified Planning Work Program (UPWP) of the Columbus-Phenix City Transportation Study has been reviewed and approved by the United States Department of Transportation (FHWA) and the Georgia Department of Transportation (GDOT); and,

WHEREAS, the FY 2024 UPWP indicates the amount of Section 11206 – Y410 Transportation Planning Funds to be provided by GDOT to be \$9,153.81; and,

WHEREAS, there is a local match of \$154.10 to receive the Section 11206 Funds.

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

- (1) That the Mayor, City Manager or designee is hereby authorized to execute said contract on behalf of the Consolidated Government of Columbus, Georgia and receive an amount up to \$9,153.81 as may be necessary to carry out said contract; and,
- (2) That the City gives assurance that, should said contract be executed, it is the intent of the Council to commit \$154.10 for the local match of planning expenses; and,
- (3) That the City Manager is authorized to execute (or to delegate to the Metropolitan Planning Organization) the execution of and file with such application and assurance, or, other documents required by GDOT in connection with the application, and to requisition state funds to reimburse the City for eligible expenses under any resulting grant contracts; and,
- (4) That the Finance Department will need to create a new budget for these funds.

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

Sandra Davis, Clerk of Council

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

SAFE & ACCESSIBLE TRANSPORTATION OPTIONS CONTRACT FY 2024

COLUMBUS-PHENIX CITY METROPOLITAN PLANNING ORGANIZATION

FHWA METROPOLITAN PLANNING PROGRAM

Planning Services (PL) Contract

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205

FEDERAL-AID PARTICIPATING PROJECT

PI Number: 0019749

Contract ID: 48400-415-IGDPL2400957

Federal Share 98.32%	\$ 9,153.81
<u>Local Match Share 1.68%</u>	<u>\$ 154.10</u>
Total Contract Cost	\$9,307.91

Agreement By and Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
Columbus-Phenix City Metropolitan Planning Organization

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the Augusta Regional Transportation Study, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Work Program, Fiscal Year 2024"**, (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled "**Fiscal Year 2024**", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D**, "**Work Program, Fiscal Year 2024**".

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D**, "**Work Program, Fiscal Year 2024**".

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV

AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on 07/01/2023. The work outlined therein shall be completed no later than 06/30/2024. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, attached hereto and incorporated by reference.

ARTICLE V

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent permitted by Georgia Law the DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI

COMPENSATION

A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, "Budget Estimate for Federal Fiscal Year 2024"**, attached hereto and incorporated herein by reference, for completion of the PROJECT is Nine-Thousand Three Hundred and Seventy-One Dollars and Ninety-One Cent (\$9,371.91). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Ninety-Eight point Thirty-Two percent (98.32%) of total cost which represents the Federal Share of the cost of the PROJECT up to Nine Thousand One Hundred Fifty Three Dollars and Eighty-One Cents (\$9,153.81). However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 98.32% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of (\$9,153.81). In no event shall the DEPARTMENT

be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay One Point Sixty-Eight (1.68%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to One Hundred and Fifty-Four Dollars and Ten Cents (\$154.10). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a .75% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$93.98).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office or laboratory, provided however that the cost of data processing equipment shall be an

allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Work Program, Fiscal Year 2024”** and **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”** of this Agreement. If at anytime during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of 24.64% of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of 4.6% of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY’S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY’S costs under this Agreement, or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE X

MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI

SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII

USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as: "Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

ARTICLE XV COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX

AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE XX

INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY *(complete the applicable statement)*:
 - ☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.
 - OR
 - ☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.
 - b) Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.
 - c) Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.
- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.
- B. The insurance certificate must provide the following:
- i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.
- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Commissioner

ATTEST:

Treasurer

**Columbus-Phenix City Metropolitan
Planning Organization**

Executive Director

IN THE PRESENCE OF:

Witness

Signed, Sealed and Delivered

This ____ day of ____, ____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

Federal Employee Tax No.

EXHIBIT A CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **Columbus-Phenix City Metropolitan Planning Organization**, whose address **P.O. Box 1340, Columbus Georgia, 31902 -1340**, and that neither I nor the entity I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Signature of Authorized Representative

Type or Print Name

EXHIBIT B
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Columbus-Phenix City Metropolitan Planning Organization in Exhibit A**, or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

 (Date)

 Commissioner

EXHIBIT C
Federal Award Identification
Required Elements

Federal Award Identification:

1. Sub-recipient Name: Columbus-Phenix City Metropolitan Planning Organization
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32):
3. Federal Award Identification Number: 0019749
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): 06/27/2023
5. Sub-award Period of Performance start and end date: 07/01/2023 to 06/30/2024
6. Amount of federal funds obligated by this action: \$9,153.81
7. Total amount of the federal funds obligated to sub-recipient: \$9,153.81
8. Total Amount of the federal award: \$9,153.81
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): METROPOLITAN TRANSPORTATION PLANNING SERVICES CONTACT for Columbus-Phenix City Metropolitan Planning Organization – FY 24
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: 20.205
12. Is this a Research and Development Project? No
13. Indirect cost rate if used (2C.F.R. § 200.414): 4.68%

EXHIBIT D

Work Program, Fiscal Year 2024

EXHIBIT E

BUDGET ESTIMATE

FISCAL YEAR 24

TASK - SAFE & ACCESSIBLE TRANSPORTATION OPTIONS (Y410)
Sub-element:

OBJECTIVE

Increase safe and accessible options for multiple travel modes for people of all ages and abilities.

PREVIOUS WORK

New Task

PROJECT DESCRIPTION

Incorporate standards or policies that ensure the safe and adequate accommodation of all users of the transportation system, including pedestrians, bicyclists, public transportation users, children, older individuals, individuals with disabilities, motorists, and freight vehicles.

PRODUCT

Complete Streets standards and policies.

TARGET START AND END DATES	July 1, 2023 – June 20, 2024	LEAD AGENCY	C-PCTS
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FUNDING SOURCE	AMOUNT
FHWA (GA)	\$ 9,153.81
FHWA (AL)	\$ 2,267.10
COLUMBUS CONSOLIDATED GOVT	\$ 154.10
PHENIX CITY	\$ 0.00
TOTAL	\$11,575.01

EXHIBIT F

SCHEDULE

FISCAL YEAR 24

TARGET START AND END DATES	July 1, 2023 – June 20, 2024	LEAD AGENCY	C-PCTS
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**APPENDIX A
NOTICE OF CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The **Columbus-Phenix City Metropolitan Planning Organization**, as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE **Columbus-Phenix City Metropolitan Planning Organization** CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Executive Director

Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **Columbus-Phenix City Metropolitan Planning Organization** whose address is **P.O. Box 1340, Columbus Georgia, 31902-1340** and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **Columbus-Phenix City Metropolitan Planning Organization** certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and
- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Executive Director

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVITName of Contracting Entity: **Columbus-Phenix City Metropolitan Planning Organization**Contract No. and Name: **METROPOLITAN TRANSPORTATION PLANNING SERVICES****CONTRACT**

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number_____
Signature of Authorized Officer or Agent_____
Date of Authorization_____
Printed Name of Authorized Officer or Agent_____
Title of Authorized Officer or Agent_____
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____



Action Summary Sheet

Suspense Date: 11/06/2023
Responsible Department: Planning
Responsible Officials: Lynda Temples, John Johnson
Date Completed: 11/08/2023
Subject: FY 2024 Georgia Department of Transportation - Y410 Funds - Transportation Planning Contract
Summary: Authorizing the City Manager to execute a contract with the Georgia Department of Transportation to receive Y410 Federal Funding for the 2024 Safe & Accessible Transportation Options - Transportation Planning Activities outlined in the 2024 Unified Planning Work Program (UPWP).
Action Required: Approval of Contract
Department Profiles: City Manager's Office, Finance / Grants, City Attorney's Office, Planning

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Alcohol Permitt

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For Council

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General (department to department)

City Manager's Office

Name	Status	Initials	Date	Comments
Valeseia Goodwin	Completed	PJH	10/30/2023	
Pamela Hodge				
Teasha Hollis				
Syfrenia Frazier				
Marci Norris				

Finance / Grants

Name	Status	Initials	Date	Comments
Douglas King	Completed	DRK	10/30/2023	
Angelica Alexander				
De'quan Martin				

City Attorney's Office

Name	Status	Initials	Date	Comments
Clifton Fay	Form Approved	LTS	11/08/2023	
Lucy Sheftall				

Planning

Name	Status	Initials	Date	Comments
John Johnson	Completed	WJ	10/30/2023	

John Renfroe				
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File Attachments for Item:

2. FY 2024 Georgia Department of Transportation – Transportation Planning Contract

Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). Transportation planning funds in the amount of \$332,342.54 is requested in the form of a contract with the Georgia Department of Transportation. This is an annual contract with the Georgia Department of Transportation and the Federal Highway Administration, which will require a 20% match of \$83,085.64.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	FY 2024 Georgia Department of Transportation – Transportation Planning Contract
AGENDA SUMMARY:	Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS). Transportation planning funds in the amount of \$332,342.54 is requested in the form of a contract with the Georgia Department of Transportation. This is an annual contract with the Georgia Department of Transportation and the Federal Highway Administration, which will require a 20% match of \$83,085.64.
INITIATED BY:	Planning Department

Recommendation: Approval is requested to execute a contract with the Georgia Department of Transportation for Financial Assistance to carry out the FY 2024 Transportation Planning Work Activities of the Columbus-Phenix City Transportation Study (C-PCTS) and to amend the Multi-Governmental Fund by the amount of the contract and local match.

Background: During the first quarter of the fiscal year, the Metropolitan Planning Organization (MPO) receives a contract on behalf of the City from the Georgia Department of Transportation (GDOT) for Federal Highway Administration (FHWA) Section 112 Funds to perform multi-modal transportation planning activities identified in the Columbus-Phenix City Unified Planning Work Program (UPWP). The Transportation Planning Division, which is housed within the MPO, performs the planning work that includes items such as the Metropolitan Transportation Plan (MTP), Transportation Improvement Program (TIP), Congestion Management Process (CMP), Site Impact Analysis, Traffic Modeling Networks, and additional planning activities. The City is required to provide the 20% local match for \$83,085.64 to receive the Federal Funds.

Analysis: The Columbus-Phenix City Transportation Study (C-PCTS) serves as the Metropolitan Planning Organization (MPO) for the urban area. The Transportation Planning Division is the designated MPO recipient and project administrator of Section 112 Transportation Planning Funds. The Transportation Planning Funds are designated for the Columbus-Phenix City MPO for the performance of multi-modal transportation activities.

Financial Considerations: Transportation planning funds in the amount of \$332,342.54 is requested in the form of a contract with the Georgia Department of Transportation. This is an annual contract with the Georgia Department of Transportation and the Federal Highway Administration, which will require a 20% match. The following is a breakdown of funding sources.

FHWA - Section 112 Funds		
FHWA	80%	\$332,342.54
Local Match	20%	\$83,085.64
Total GDOT Contract	100%	\$415,428.18
	TOTAL	\$415,428.18

The City's 20% match of \$83,085.64 is budgeted in the FY 2024 Budget, General Fund.

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: Approval is requested to execute a contract to receive Federal Funding for the FY 2024 Transportation Planning Activities and to amend the Multi-Governmental Fund by the amount of the contract and local match.

A RESOLUTION**NO.**

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE CITY MANAGER OF COLUMBUS, GEORGIA TO EXECUTE A CONTRACT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION ON BEHALF ON THE CITY FOR FINANCIAL ASSISTANCE TO CARRY OUT THE FY 2024 TRANSPORTATION PLANNING ACTIVITIES OF THE COLUMBUS-PHENIX CITY TRANSPORTATION STUDY (C-PCTS) METROPOLITAN PLANNING ORGANIZATION (MPO) AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AMOUNT OF THE CONTRACT AND LOCAL FUNDS.

WHEREAS, the FY 2024 Unified Planning Work Program (UPWP) of the Columbus-Phenix City Transportation Study has been reviewed and approved by the United States Department of Transportation (FHWA) and the Georgia Department of Transportation (GDOT); and,

WHEREAS, the FY 2024 UPWP indicates the amount of Section 112 Transportation Planning Funds to be provided by GDOT to be \$332,342.54; and,

WHEREAS, there is a local match of \$83,085.64 to receive the Section 112 Funds.

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

- (1) That the Mayor, City Manager or designee is hereby authorized to execute said contract on behalf of the Consolidated Government of Columbus, Georgia and receive an amount up to \$332,342.54 as may be necessary to carry out said contract; and,
- (2) That the City gives assurance that, should said contract be executed, it is the intent of the Council to commit \$83,085.64 for the local match of planning expenses; and,
- (3) That the City Manager is authorized to execute (or to delegate to the Metropolitan Planning Organization) the execution of and file with such application and assurance, or, other documents required by GDOT in connection with the application, and to requisition state funds to reimburse the City for eligible expenses under any resulting grant contracts.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the _____ day
of _____ 2023 and adopted at said meeting by the affirmative vote of ten members of said
Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor



Action Summary Sheet

Suspense Date: 10/11/2023
Responsible Department: Planning
Responsible Officials: Lynda Temples, John Johnson
Date Completed: 10/11/2023
Subject: FY 2024 GDOT PL Contract
Summary: Authorizing the City Manager to execute a contract with the Georgia Department of Transportation to receive Federal Funding for the 2024 Transportation Planning Activities outlined in the 2024 Unified Planning Work Program (UPWP).
Action Required: Approval of Contract
Department Profiles: City Manager's Office, Finance / Grants, City Attorney's Office, Planning

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Alcohol Permitt

☒

For Council

☐

General (department to department)

City Manager's Office

Name	Status	Initials	Date	Comments
Valeseia Goodwin	Completed	PJH	10/11/2023	correct spelling of Begly
Pamela Hodge				
Teasha Hollis				
Syfrenia Frazier				
Marci Norris				

Finance / Grants

Name	Status	Initials	Date	Comments
Douglas King	Completed	DRK	10/05/2023	
Angelica Alexander				
De'quan Martin				

City Attorney's Office

Name	Status	Initials	Date	Comments
Clifton Fay	Completed	LTS	10/05/2023	
Lucy Sheftall				

Planning

Name	Status	Initials	Date	Comments
John Johnson	Completed	WJ	10/04/2023	Approve
John Renfro				

**Planning Services Contract
FY 2024**

Columbus Phenix City Metropolitan Planning Organization (CPCMPO)

FHWA METROPOLITAN PLANNING PROGRAM

Planning Services (PL) Contract

CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER 20.205

FEDERAL-AID PARTICIPATING PROJECT

PI Number: 0019733

Contract ID: 48400-002-IGDPL2400522

Federal Share 80%	\$332,342.54
<u>Local Match Share 20%</u>	<u>\$83,085.64</u>
Total Contract Cost	\$415,428.18

**Agreement By and Between the
GEORGIA DEPARTMENT OF TRANSPORTATION
ONE GEORGIA CENTER, 600 WEST PEACHTREE STREET NW
ATLANTA, GEORGIA 30308
and the
Columbus Phenix City Metropolitan Planning Organization (CPCMPO)**

THIS AGREEMENT is made and entered into this _____ day of _____, 2023, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **Columbus Phenix City Metropolitan Planning Organization (CPCMPO)**, organized and existing under the laws of the State of Georgia, hereinafter called the "DESIGNATED AGENCY".

WHEREAS, the DEPARTMENT is recognized by the United States Department of Transportation as the agency responsible for cooperative, comprehensive, continuing transportation planning pursuant to the provisions of Fixing America's Surface Transportation Act (FAST Act) of 2015, 23 U. S. C. Section 134, the Federal Transit Act, 49 U.S.C. Section 5303; and relevant amendments and subsequent legislation pertaining thereto; and

WHEREAS, the DEPARTMENT is authorized under O.C.G.A. § 32-2-2(7) to "accept and use federal funds...; and to do all things necessary, proper, or expedient to achieve compliance with the provision and requirements of all applicable federal-aid acts and programs"; and

WHEREAS, the DESIGNATED AGENCY is an approved metropolitan planning organization responsible for carrying out the transportation planning process in its urbanized area in accordance with 23 U.S.C. § 134; and

WHEREAS, the DEPARTMENT desires to participate jointly with the DESIGNATED AGENCY to perform certain services which will consist of providing the DESIGNATED AGENCY with information for the continuing transportation planning process as set forth in **Exhibit D, "Work Program, Fiscal Year 2024"**, (hereinafter referred to as the "PROJECT").

NOW THEREFORE, for and in consideration of the mutual promises, covenants and contracts contained herein, and other good and valuable consideration as set out hereinafter, it is agreed by and between the DEPARTMENT and the DESIGNATED AGENCY that:

ARTICLE I

SCOPE AND PROCEDURES

The scope and procedure of the PROJECT shall be that stated in the Scope of Work, which is affixed to this Agreement under the label of **Exhibit D**, entitled "**Work Program, Fiscal Year 2024**", the same as if fully set forth herein.

The DESIGNATED AGENCY shall perform or cause to be performed the services to accomplish the PROJECT, the work for which is set forth in the aforementioned **Exhibit D, "Work Program, Fiscal Year 2024,"**.

The DESIGNATED AGENCY shall perform the PROJECT activities, and shall do so under such control and supervision by the DEPARTMENT as the DEPARTMENT may deem appropriate.

The DEPARTMENT shall perform the services incumbent upon it as stated in **Exhibit D, "Work Program, Fiscal Year 2024,"**.

ARTICLE II

EMPLOYMENT OF DEPARTMENT'S PERSONNEL

The DESIGNATED AGENCY shall not employ any person or persons in the employ of the DEPARTMENT for any work required by the terms of this Agreement, without the written permission of the DEPARTMENT except as may otherwise be provided for herein.

ARTICLE III

REVIEW OF WORK

Authorized representatives for the DEPARTMENT and Federal Government may at all reasonable times review and inspect the PROJECT activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps, and computations, prepared by or for the DESIGNATED AGENCY, shall be made available to authorized representatives of the DEPARTMENT and representatives of the Federal Government for inspection and review at all reasonable times. Acceptance shall not relieve the DESIGNATED AGENCY of its professional obligation to correct, at its own expense, any of its errors in the work.

ARTICLE IV

AUTHORIZATION AND APPROVAL

TIME IS OF THE ESSENCE TO THIS AGREEMENT. The DESIGNATED AGENCY shall initiate the work called for in the Scope of Work on 07/01/2023. The work outlined therein shall be completed no later than 06/30/2024. The work shall be carried on expeditiously and in accordance with the work schedule as set forth in **Exhibit F, "Schedule"**, attached hereto and incorporated by reference.

ARTICLE V

RESPONSIBILITY FOR CLAIMS AND LIABILITY

To the extent permitted by Georgia Law the DESIGNATED AGENCY shall be responsible for any and all damages to property or persons and shall save harmless the DEPARTMENT, its officers, agents and employees from all suits, claims, actions, or damages of any nature whatsoever resulting from the negligence of the DESIGNATED AGENCY in the performance of work under this Agreement.

ARTICLE VI

COMPENSATION

A. Total Cost

1. The DEPARTMENT and the DESIGNATED AGENCY agree that the total estimated allowable cost, as shown in **Exhibit E, "Budget Estimate for Federal Fiscal Year 2024"**, attached hereto and incorporated herein by reference, for completion of the PROJECT is Four-Hundred Fifteen Thousand Four Hundred Twenty-Eight Dollars and Eighteen Cents (\$415,428.18). It is agreed that the amount which the DEPARTMENT shall be obligated to pay is Eighty percent (80%) of total cost which represents the Federal Share of the cost of the PROJECT up to Three Hundred Thirty-Two Thousand Three Hundred Forty-Two Dollars and Fifty-Four Cents (\$332,342.54). However, if the sum total of the allowable cost for the PROJECT is less than the total estimated allowable cost, then it is further agreed that the DEPARTMENT shall be obligated to pay only the 80% Federal Share of the allowable cost incurred. In no event shall the DEPARTMENT be obligated to pay more than the maximum Federal Share of \$332,342.54. In no event shall the

DEPARTMENT be required to pay the Federal Share, if the Federal Share is not provided to the DEPARTMENT by the Federal Highway Administration.

2. The DESIGNATED AGENCY shall be obligated to pay Twenty percent (20%) of the total allowable cost, which represents the Local Match rate of the cost of the PROJECT up to Eighty-Three Thousand Eighty-Five Dollars and Sixty-Four Cents (\$83,085.64). However, if the sum total of the actual allowable cost for the PROJECT is less than the total estimated allowable cost, the DESIGNATED AGENCY shall pay a 0% Local Match rate of the actual allowable cost incurred. In no event shall the DESIGNATED AGENCY be obligated to pay more than the maximum Local Match of the Federal Share (\$83,085.64).

B. Allowable Costs

Allowable costs shall include both direct and indirect costs incurred by the DESIGNATED AGENCY, which is provided in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, and subject to the maximum limitation prescribed in Subsection A of Article VI and the limitations outlined below:

1. Direct Cost

The DEPARTMENT shall pay to the DESIGNATED AGENCY for the performance of this Agreement an amount equal to such direct costs as are incurred by the DESIGNATED AGENCY and are chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia, including salaries and wages, and the cost of travel, and other miscellaneous direct costs incurred by the DESIGNATED AGENCY. As specified in Article X, the validity of the direct costs may be verified from the cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses, and in any event, before final settlement of the DESIGNATED AGENCY’S costs under the terms of this Agreement or amendments hereto.

The cost of any nonexpendable tools, instruments, or equipment used in the execution and performance of the PROJECT shall not be an allowable direct cost when such items are of the nature and kind of tools, instruments or equipment normally and generally used in an office

or laboratory, provided however that the cost of data processing equipment shall be an allowable expense when such expenditure complies with the provisions of 2 C.F.R. § 200 (“Uniform Grant Guidance”) and is specifically detailed in **Exhibit D, “Work Program, Fiscal Year 2024”** and **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”** of this Agreement. If at anytime during the duration of the useful life of the PROJECT’s data processing equipment the DESIGNATED AGENCY fails to utilize such equipment for the purpose of accomplishing the PROJECT the DEPARTMENT at its discretion may require the DESIGNATED AGENCY to remit to the DEPARTMENT 100% of the DEPARTMENT’S Federal and State Share of the fair market value, if any, of such equipment. For the purpose of this Article, the fair market value shall be deemed to be the value of the equipment as determined by an appraisal conducted as soon as feasible after such withdrawal or misuse occurs or the actual proceeds from the public sale of such equipment, whichever is approved by the DEPARTMENT.

The rate of compensation for work performed on the PROJECT by a professional staff member or employee of the DESIGNATED AGENCY shall not exceed the salary rate that is applicable to said person's other activities for the DESIGNATED AGENCY. Charges for salaries and wages of the individuals will be supported by time and attendance and payroll distribution records. Premiums pay for overtime, extra-pay shifts, and multi-shift work are not reimbursable under this Agreement unless such costs are included in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, or unless such costs have been given prior written approval by the DEPARTMENT.

No expense for travel outside the State of Georgia shall be an allowable direct cost under this Agreement unless such travel is listed in the budget estimate in **Exhibit E, “Budget Estimate for Federal Fiscal Year 2024”**, or approved in advance by the DEPARTMENT. Staff from the DESIGNATED AGENCY seeking travel approval should submit the details for the requested travel expenses to the DEPARTMENT in advance and must include information on how the travel request will benefit the transportation planning process of the DESIGNATED AGENCY. In addition, all expenses for food, fuel, mileage, and lodging accommodations incurred from travel within or outside of the State of Georgia shall be limited to the currently approved amounts posted on the United States General Services Administration (GSA) website for the corresponding geographic location.

2. Indirect Costs

The DEPARTMENT shall reimburse the DESIGNATED AGENCY for such indirect costs as are properly chargeable to the PROJECT under generally accepted accounting principles and as allowed in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards”, and not prohibited by the laws of the State of Georgia. Fringe benefits shall be reimbursed at a provisional overhead rate of **24.64%** of the amount paid as direct salaries and wages to persons employed by the DESIGNATED AGENCY on the PROJECT. Indirect Personnel cost shall be reimbursed at a provisional overhead rate of **4.68%** of the amount paid as direct salaries, wages and fringe benefits to persons employed by the DESIGNATED AGENCY that are chargeable to the PROJECT. Upon completion of the PROJECT, the DEPARTMENT will determine final payment for indirect costs by audit of the DESIGNATED AGENCY’S accounts to establish the actual allowable overhead rate experienced during the period of performance of this Agreement. The DESIGNATED AGENCY understands and agrees that the DEPARTMENT may accept, in lieu of its own audit, a federal audit or an audit by an independent accountant or accounting firm. The audit of an independent accountant or accounting firm shall be made and reported in accordance with audit requirements, 2 CFR Part 200. The DESIGNATED AGENCY shall ensure that the independent accountant or accounting firm shall make available upon request to authorized representatives of the DEPARTMENT all audit work papers pertaining to this AGREEMENT to determine said final payment for indirect costs.

In the event the DESIGNATED AGENCY’S actual allowable overhead rate during the period of this Agreement is less than the provisional overhead rate established herein, the DESIGNATED AGENCY shall reimburse the DEPARTMENT the difference between the indirect cost actually paid and the actual allowable indirect cost as determined by the final audit in accordance with the provisions of this Article.

The DESIGNATED AGENCY further agrees that the decision of the DEPARTMENT in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect cost payments may be verified from the indirect cost records of the DESIGNATED AGENCY by authorized representatives of the DEPARTMENT and the Federal Government as the work progresses and in any event before final settlement of the DESIGNATED AGENCY’S costs under this Agreement, or amendments hereto.

ARTICLE VII

SUBSTANTIAL CHANGES

If, prior to the satisfactory completion of the services, under this Agreement, the DEPARTMENT materially changes the scope, character, complexity, or duration of the services from those required under the basic Agreement, a supplemental agreement may be executed between the parties. Minor changes that do not involve compensation in the Scope and Procedure, extension of the term, or changes in the goals and objectives of the PROJECT may be made by written notification of such change by either party with written approval of the other party.

ARTICLE VIII

PARTIAL PAYMENT

The DESIGNATED AGENCY shall submit to the DEPARTMENT itemized vouchers showing, in reasonable detail, the actual allowable costs per work element, incurred by the DESIGNATED AGENCY on the PROJECT for the voucher period. A summary of the cost breakdown and work progress for each work element shall accompany each voucher. Upon the basis of its review of such vouchers, the DEPARTMENT may, at the request of the DESIGNATED AGENCY, make payment to the DESIGNATED AGENCY as the work progresses but not more often than four times during the fiscal year. The vouchers shall be numbered consecutively and subsequent vouchers shall be submitted every three months, but no later than forty-five (45) days after the end of each quarter, until the PROJECT is completed. Payment shall be made in the amount of sums earned less previous partial payments.

ARTICLE IX

FINAL PAYMENT

IT IS FURTHER AGREED that upon satisfactory completion by the DESIGNATED AGENCY and acceptance by the DEPARTMENT of the work described in Article I of this Agreement, the DESIGNATED AGENCY shall submit to the DEPARTMENT a written submission for final payment not more than forty-five (45) days after the completion date of the project. Upon receipt of any final written submission by the DESIGNATED AGENCY, the DEPARTMENT shall pay the DESIGNATED AGENCY a sum equal to one hundred percent (100%) of the allowable cost set forth herein less the total of all previous partial payments, paid or in the process of payment.

The DESIGNATED AGENCY agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the DEPARTMENT for work done, materials furnished, costs incurred, or otherwise arising out of the Agreement and shall release the DEPARTMENT from any and all further claims of whatever nature, whether known or unknown for and on account of said Agreement, and for any and all work done, and labor and materials furnished, in connection with same.

ARTICLE X

MAINTENANCE OF CONTRACT COST RECORDS

The DESIGNATED AGENCY shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred on the PROJECT and shall make material available at all reasonable times during this period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by the DEPARTMENT, and the Federal Highway Administration and any reviewing agencies, and copies thereof shall be furnished upon request.

The DESIGNATED AGENCY shall certify that items of equipment included in direct costs have been excluded from the indirect costs.

The DESIGNATED AGENCY agrees that the provisions of this Article shall be included in any contracts it may make with any subcontractor, assignee, or transferee.

ARTICLE XI

SUBCONTRACTS, ASSIGNMENT, OR TRANSFER

It is understood by the parties to this Agreement that the work of the DESIGNATED AGENCY is considered personal by the DEPARTMENT. The DESIGNATED AGENCY agrees not to assign, sublet, or transfer any or all of its interest in the Agreement without prior written approval of the DEPARTMENT and the Federal Highway Administration. The DESIGNATED AGENCY also agrees that all subcontracts shall be subject to the provisions contained in this Agreement. The DESIGNATED AGENCY also agrees that any subcontracts exceeding \$10,000 in cost shall contain all the required provisions of this Agreement. All consultants hired by the DESIGNATED AGENCY shall be on the DEPARTMENT'S pre-qualified consultants list.

ARTICLE XII

USE OF DOCUMENTS

The DESIGNATED AGENCY agrees that all reports, drawings, studies, specifications, estimates, maps, computations, and other data, prepared by or for it under the terms of this Agreement shall be made available to the DEPARTMENT and the Federal Highway Administration at all reasonable times during the period of the Agreement and upon termination or completion of the work. The DEPARTMENT shall have the right to use same without restriction or limitation and without compensation to the DESIGNATED AGENCY other than that provided for in this Agreement.

ARTICLE XIII

TERMINATION

The DEPARTMENT reserves the right to terminate this Agreement at any time for just cause, or for any cause, upon 30 days written notice to the DESIGNATED AGENCY, notwithstanding any just claims by the DESIGNATED AGENCY for payment of services rendered prior to the date of termination.

Should the work under this Agreement be terminated by the DEPARTMENT pursuant to this Article, final payment to the DESIGNATED AGENCY shall be made in the amount of sums earned, less previous partial payments. Any work elements that are incomplete by the termination date shall be reimbursed based upon the percentage of work completed for said work element(s).

ARTICLE XIV

PUBLISHED REPORTS

It is agreed that articles, papers, bulletins, data, studies, statistics, interim or final reports, oral transmittals or any other materials reporting the plans, progress, analyses, results, or findings of work conducted under this Agreement shall not be presented publicly or published without prior written approval by the DEPARTMENT.

It is further agreed that all published reports shall include a disclaimer provision on the cover or title page in the following form:

"The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily reflect the official views or policies of those of the Department of Transportation, State of Georgia, or the Federal Highway Administration. This publication does not constitute a standard, specification, or regulation."

All reports published by the DESIGNATED AGENCY shall contain a credit reference to the Federal Highway Administration such as:

"Prepared in cooperation with the Department of Transportation, State of Georgia, and the Federal Highway Administration."

It is further agreed that any information concerning the PROJECT, its conduct, results or data gathered or processed shall not be released other than as required under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq. Any request directed to the DESIGNATED AGENCY pursuant to the Georgia Open Records Act, for documents or information that are either received or maintained by the DESIGNATED AGENCY in the performance of the work under this Contract, for or on behalf of the DEPARTMENT, shall be released pursuant to the provisions of the Act. Further, the DESIGNATED AGENCY agrees to consult with the DEPARTMENT prior to releasing the requested documents, where required by the DEPARTMENT.

ARTICLE XV COPYRIGHTING

The DESIGNATED AGENCY shall be free to copyright material developed under this Agreement with the provisions that the DEPARTMENT and the Federal Highway Administration reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, the work for government purposes.

ARTICLE XVI COVENANT AGAINST CONTINGENT FEES

The DESIGNATED AGENCY shall comply with all relevant federal, state and local laws. The DESIGNATED AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the DESIGNATED AGENCY, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the DEPARTMENT shall have the right to annul this Agreement without liability or, at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE XVII

CONTRACT DISPUTES

This Agreement shall be deemed to have been executed in Fulton County, Georgia, and all questions of interpretation and construction shall be governed by the laws of the State of Georgia.

ARTICLE XVIII

COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that the provisions of the Official Code of Georgia Annotated (“O.C.G.A.”), Sections 45-10-20 through 45-10-28, relating to conflict of interest, have been complied with in full.
- B. It is further agreed that the DESIGNATED AGENCY shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964 as amended, and 23 C.F.R. Part 200 as stated in **Appendix A, “Notice of Contractors, Compliance with Title VI of the Civil Rights Act of 1964”**, of this Agreement.
- C. It is further agreed that and certified by the DESIGNATED AGENCY that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency, and is eligible to receive the Federal funding assistance provided for in this Agreement, as provided for in **Appendix B, “Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters”**.
- D. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act", have been complied with in full as stated in **Appendix C, “Drug-Free Workplace Certificate”**.
- E. It is further agreed that and certified by the DESIGNATED AGENCY that the provisions of the O.C.G.A § 13-10-91, relating to the “Georgia Security and Immigration Compliance Act” have been complied with in full as stated in **Appendix D, “Georgia Security and Immigration Compliance Act Affidavit”**.
- F. It is further agreed and certified that, pursuant to O.C.G.A § 50-5-85, the DESIGNATED AGENCY is not currently engaged in and agrees that for the duration of this Agreement, it will not engage in a boycott of Israel.
- G. The covenants herein contained, shall except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX

AUDITS OF COST RECORDS

The DEPARTMENT shall have the right to perform an audit of all documents and records pertaining to costs incurred on this PROJECT for a period of three (3) years after the final payment under Article IX is made by the DEPARTMENT to the DESIGNATED AGENCY under this Agreement. If requested, the DESIGNATED AGENCY shall assist in making the result of the audit performed pursuant to 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” available to the DEPARTMENT. To the extent such audit is applicable, the DEPARTMENT, in its sole discretion, may agree to accept the Single Audit in lieu of its audit as herein allowed. Further, the DESIGNATED AGENCY agrees to reimburse the DEPARTMENT for the DEPARTMENT's share of any and all costs disallowed as a result of either the Single Audit or by the audit allowed hereunder by the DEPARTMENT.

ARTICLE XX

INSURANCE

The DESIGNATED AGENCY shall provide insurance under this Agreement as follows:

1. It is understood that the DESIGNATED AGENCY *(complete the applicable statement)*:

☐ shall, obtain coverage from DESIGNATED AGENCY's private insurance company or cause DESIGNATED AGENCY'S consultant/contractor to obtain coverage.

OR

☐ is self-insured.

Prior to beginning the work, DESIGNATED AGENCY shall furnish to the DEPARTMENT, a copy of the certificates and the endorsement page for the minimum amounts of insurance indicated below in this Article XX (Insurance) of the Agreement.

2. Minimum Amounts. The following minimum amount of insurance from insurers rated at least A– by A. M. Best's and registered to do business in the State of Georgia:

- a) Commercial General Liability Insurance of at least \$1,000,000 per occurrence \$3,000,000 aggregate, including Automobile Comprehensive Liability Coverage with bodily injury in the minimum amount of \$1,000,000 combined single limits each occurrence. DEPARTMENT shall be named as an additional insured and a copy of the policy endorsement shall be provided with the insurance certificate.

- b) Workmen's Compensation Insurance, in accordance with the laws of the State of Georgia.

- c) Professional Liability (Errors and Omissions) Insurance with limits of at least:
 - i. For Professionals – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - ii. For Sub-consultant Engineers and Architects – \$1,000,000 per claim and \$1,000,000 in aggregate coverage;
 - iii. For Other Consultants – \$1,000,000 per claim and \$1,000,000 in aggregate coverage.
 - iv. Professional liability insurance that shall be either a practice policy or project-specific coverage. Professional liability insurance shall contain prior acts coverage for services performed for this PROJECT. If project-specific coverage is used, these requirements shall be continued in effect for two years following final completion for the PROJECT.

- A. The above-listed insurance coverages shall be maintained in full force and effect for the entire term of the Agreement.

- B. The insurance certificate must provide the following:
 - i. Name, address, signature and telephone number of authorized agents.
 - ii. Name and address of insured.
 - iii. Name of Insurance Company.
 - iv. Description of coverage in standard terminology.
 - v. Policy number, policy period and limits of liability.
 - vi. Name and address of DEPARTMENT as certificate holder.
 - vii. Thirty (30) day notice of cancellation.
 - viii. Details of any special policy exclusions.

- C. Waiver of Subrogation: There is no waiver of subrogation rights by either party with respect to insurance.

D. If and to the extent such damage or loss (including costs and expenses) as covered by this indemnification set forth herein is paid by the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insured funds established and maintained by the State of Georgia Department of Administrative Services Risk Management Division or any successor agency (all such funds hereinafter collectively referred to as the “Funds”), in satisfaction of any liability, whether established by judgment or settlement, the DESIGNATED AGENCY and its consultant/contractor agrees to reimburse the Funds for such monies paid out by the Funds.

IN WITNESS WHEREOF, said parties have hereunto set their hands and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF
TRANSPORTATION**

Commissioner

ATTEST:

Treasurer

**Columbus Phenix City Metropolitan
Planning Organization (CPCMPO)**

Executive Director

IN THE PRESENCE OF:

Witness

Signed, Sealed and Delivered

This ____ day of _____, _____
in the presence of:

NOTARY PUBLIC

I attest that the corporate seal attached to this Document is in fact the seal of the Corporation executing this Document does in fact occupy the official position indicated and is duly authorized to execute such document on behalf of this Corporation.

ATTEST:

(Seal)

Federal Employee Tax No.

EXHIBIT A CERTIFICATION OF DESIGNATED AGENCY

I hereby certify that I am the _____ and duly authorized representative of the **Columbus Phenix City Metropolitan Planning Organization (CPCMPO)**, whose address is **420 10th Street - 2nd Floor, Columbus, GA 31902**, and that neither I nor the entity I here represent has:

- (a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above commission to solicit or secure the Agreement.
- (b) Agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above commission) any fee, contribution, donation, or consideration of any kind, or in connection with, procuring or carrying out the Agreement; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Georgia Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with the Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date)

Signature of Authorized Representative

Type or Print Name

EXHIBIT B
CERTIFICATION OF DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

I hereby certify that I am the COMMISSIONER of the Department of Transportation of the State of Georgia, and that the above **Columbus Phenix City Metropolitan Planning Organization (CPCMPO)** in **Exhibit A**, or its representative has not been required, directly, or indirectly, as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished the Federal Highway Administration, U. S. Department of Transportation, in connection with this Agreement involving participation of Federal-Aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

 (Date)

 Commissioner

EXHIBIT C
Federal Award Identification
Required Elements

Federal Award Identification:

1. Sub-recipient Name: Columbus Phenix City Metropolitan Planning Organization (CPCMPO)
2. Sub-recipient's DUNS Number (Data Universal Numbering System, required under 2 CFR § 200.32):
3. Federal Award Identification Number: 0019733
4. Federal Award Date (2 CFR 200.39, date when the federal award is signed by the federal awarding agency): 06/27/2023
5. Sub-award Period of Performance start and end date: 07/01/2023 to 06/30/2024
6. Amount of federal funds obligated by this action: \$332,342.54
7. Total amount of the federal funds obligated to sub-recipient: \$332,342.54
8. Total Amount of the federal award: \$332,342.54
9. Federal Award Project Description (as required under the Federal Funding Accountability and Transparency Act): Planning Services Contract for Columbus Phenix City Metropolitan Planning Organization (CPCMPO) – FY 2024
10. Name of Federal Awarding Agency: Federal Highway Administration, Pass through entity: Georgia Department of Transportation's Office of Planning, contact information for the awarding official: FHWA Georgia Division, 61 Forsyth Street, Suite 17T100., Atlanta, GA 30303
11. CFDA Number and Name: 20.205
12. Is this a Research and Development Project? No
13. Indirect cost rate if used (2C.F.R. § 200.414): 4.68%

EXHIBIT D

WORK PROGRAM

FISCAL YEAR 2024

EXHIBIT E

BUDGET ESTIMATE

FISCAL YEAR 2024

FISCAL YEAR 2024 SOURCE OF FUNDS

May 9, 2023

*The FHWA PL and FTA Planning funds have been consolidated into PL category for Alabama

WORK ELEMENTS	SPR (GADOT)		PL (MPO)			GEORGIA						ALABAMA				GRAND TOTAL
	FHWA	GADOT MATCH	FHWA	GADOT MATCH	COL MATCH	FTA	GADOT MATCH	COL MATCH	FTA	GADOT MATCH	COL MATCH	FHWA	ALDOT MATCH	*PL (MPO) FHWA P.C. MATCH		
ADMINISTRATION																
1.2 Operations and Administration	0.00	0.00	51,503.14	0.00	12,875.79							0.00	0.00	16,171.00	4,762.75	88,342.68
1.3 Training and Employee Education	0.00	0.00	10,851.20	0.00	2,712.80							0.00	0.00	3,055.00	763.75	17,382.75
1.6 Unified Planning Work Program	0.00	0.00	18,851.20	0.00	4,712.80							0.00	0.00	5,554.00	1,288.50	30,408.50
1.7 Quarterly and Annual Reports	0.00	0.00	6,507.50	0.00	1,626.88							0.00	0.00	1,527.00	381.75	10,043.13
Subtotal	0.00	0.00	87,713.04	0.00	21,928.27							0.00	0.00	29,307.00	7,226.75	146,175.06
PUBLIC INVOLVEMENT																
2.1 Community Outreach/Education	0.00	0.00	5,036.48	0.00	1,259.13							0.00	0.00	0.00	0.00	6,295.61
2.2 Environmental Justice/Title VI	0.00	0.00	3,036.48	0.00	759.12							0.00	0.00	0.00	0.00	3,795.60
2.3 Public Involvement Plan	0.00	0.00	9,116.16	0.00	2,279.04							0.00	0.00	1,550.00	387.50	13,332.70
Subtotal	0.00	0.00	17,189.12	0.00	4,297.29							0.00	0.00	1,550.00	387.50	23,423.91
DATA COLLECTION																
3.1 Socio-Economic Data	0.00	0.00	3,036.48	0.00	759.12							0.00	0.00	1,550.00	387.50	5,733.10
3.4 Trans. Analysis, Models & Surveys	0.00	0.00	20,367.09	0.00	5,069.27							0.00	0.00	3,055.20	763.80	29,315.36
Subtotal	0.00	0.00	23,433.57	0.00	5,858.39							0.00	0.00	4,605.20	1,151.30	35,048.46
SYSTEM PLANNING																
4.1 Congestion Management	0.00	0.00	16,168.96	0.00	4,542.24							0.00	0.00	1,528.00	382.00	24,621.20
4.2 Air Quality Technical Studies	0.00	0.00	0.00	0.00	0.00							0.00	0.00	0.00	0.00	0.00
4.5 Bicycle - Pedestrian Planning	0.00	0.00	32,432.17	0.00	8,108.04							0.00	0.00	6,865.20	1,666.30	48,871.71
4.7 GIS Development	0.00	0.00	22,973.50	0.00	5,718.48							0.00	0.00	4,865.20	1,168.30	34,423.88
4.11 Metropolitan Transportation Plan	0.00	0.00	41,527.60	0.00	10,381.90							0.00	0.00	2,384.55	571.13	54,785.18
4.12 Trans. Improvement Program	0.00	0.00	41,688.79	0.00	10,421.18							0.00	0.00	10,633.60	2,733.41	85,378.68
4.13 Special Trans. Studies & Projects	0.00	0.00	47,315.39	0.00	11,829.85							0.00	0.00	29,544.80	7,386.20	96,078.24
Subtotal	0.00	0.00	204,066.81	0.00	51,061.69							0.00	0.00	55,221.35	13,905.34	324,135.19
TRANSIT SERVICE PLANNING																
5.1 Prepare & Administer Grants									94,127.00	0.00	23,633.00					117,860.00
5.2 DBE									5,437.00	0.00	2,109.00					10,549.00
5.3 Transit MIS						0.00	158,324.00	17,592.00	57,402.00	0.00	14,351.00					247,699.00
5.4 Training & Conferences									5,458.00	0.00	1,395.00					6,853.00
5.5 Phenix City Transit Planning															\$24,281.49	30,351.88
Subtotal			0.00	0.00	0.00	0.00	158,324.00	17,592.00	165,424.00	0.00	41,358.00			24,281.49	6,070.37	413,049.85
GRAND TOTAL																
	0.00	0.00	332,342.54	0.00	83,085.64	0.00	158,324.00	17,592.00	165,424.00	0.00	41,358.00	0.00	0.00	114,965.04	28,741.26	941,832.48

[illegible]

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EXHIBIT F

SCHEDULE

FISCAL YEAR 2024

METROPOLITAN PLANNING FACTORS TO BE CONSIDERED IN THE 2024 UPWP											
TASK	WORK ELEMENT	METROPOLITAN PLANNING FACTORS									
		1	2	3	4	5	6	7	8	9	10
1.0	PROGRAM SUPPORT AND ADMINISTRATION										
1.1	Program Coordination										
1.2	Operations and Administration										
1.3	Employee Training and Development					X	X	X		X	X
1.4	Equipment and Supplies										
1.5	Contracts/Grants										
1.6	Unified Planning Work Program	X	X	X	X	X	X	X	X	X	X
2.0	PUBLIC INVOLVEMENT										
2.1	Community Outreach/Education	X	X	X	X	X	X	X	X		X
2.2	Environmental Justice/Title VI	X	X	X	X	X	X				X
2.3	Participation Plan	X	X	X	X	X	X	X	X		X
3.0	DATA COLLECTION										
3.1	Socio-Economic Data	X			X	X	X	X			
3.2	Land Use Monitoring	X				X	X	X		X	
3.3	Air Quality Management					X					
3.4	Transportation Surveys, Models, and Analysis	X	X	X	X	X	X	X	X		X
3.5	System Monitoring		X			X	X	X			
4.0	SYSTEM PLANNING										
4.1	Congestion Management		X			X	X	X	X		X
4.2	Transit/Paratransit										
4.3	Intermodal Planning										
4.4	Air Quality Planning										
4.5	Bike/Ped	X	X	X	X	X	X				X
4.6	Model Development and Applications										
4.7	GIS Development and Applications	X	X	X	X	X	X	X	X	X	X
4.8	Highway Planning										
4.9	ITS		X	X	X			X			
4.10	Freight Planning						X				
4.11	Long Range Plan	X	X	X	X	X	X	X	X	X	X
4.12	Transportation Improvement Program	X	X	X	X	X	X	X	X	X	X
4.13	Special Studies	X	X	X	X	X	X	X	X	X	X

**APPENDIX A
NOTICE OF CONTRACTORS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACTS OF 1964
AS AMENDED BY THE CIVIL RIGHTS RESTORATION ACT OF 1987
FOR FEDERAL-AID CONTRACTS**

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) **Compliance with Regulations:** The Contractor will comply with the Regulations of the U.S. Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The Contractor, with regard to the work performed by it after award and prior to completion of contract work, will not discriminate on the ground of race, color, national origin or sex in the selection and retention of subcontractors including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program, set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in the discrimination prohibited by 23 CFR 200 (b).

(3) **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.

(4) **Information and Reports:** The Contractor will provide all information and reports required by the Regulations, to permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the DEPARTMENT, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the DEPARTMENT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the Contractor under the contract until the Contractor complies, and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The Contractor will include the provision of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CERTIFICATION FOR STATE REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

The Columbus Phenix City Metropolitan Planning Organization (CPCMPO), as an Applicant for a Federal PL Fund grant or cooperative agreement, certifies to the best of its knowledge and belief, that its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- (2) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

Where the State is unable to certify to any of the statements in this certification with respect to its principals, the State shall attach an explanation to this proposal.

THE Columbus Phenix City Metropolitan Planning Organization (CPCMPO) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEC. ARE APPLICABLE THERETO.

Authorized Official

Executive Director

Date

APPENDIX C

CERTIFICATION OF CONSULTANT

DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of **Columbus Phenix City Metropolitan Planning Organization (CPCMPO)** whose address is **420 10th Street - 2nd Floor, Columbus, GA 31902** and it is also certified that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Work Place Act", have been complied with in full; and
- (2) A drug-free workplace will be provided for the consultant's employees during the performance of the contract; and
- (3) Each subcontractor, if any, hired by the DESIGNATED AGENCY shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The DESIGNATED AGENCY shall secure from that subcontractor the following written certification:

"As part of the subcontracting agreement with the **Columbus Phenix City Metropolitan Planning Organization (CPCMPO)** certifies that a drug free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3", and

- (4) It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

Date

Executive Director

APPENDIX D--GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT
--

Name of Contracting Entity: Columbus Phenix City Metropolitan Planning Organization (CPCMPO)

Contract No. and Name: Planning Services Contract

48400-002-IGDPL2400522

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

E-Verify / Company Identification Number

Signature of Authorized Officer or Agent

Date of Authorization

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

____ DAY OF _____, 20__

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

File Attachments for Item:

3. Dero Fixit Station Donation

Approval is requested to accept the donation of a Dero Fixit Station for bicycle repairs for the Dragonfly Trail from River Valley Regional Commission, Bicycle Columbus and Dragon Fly Trails, Inc.

**Columbus Consolidated Government
Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Dero Fixit Station Donation
AGENDA SUMMARY:	Approval is requested to accept the donation of a Dero Fixit Station for bicycle repairs for the Dragonfly Trail from River Valley Regional Commission, Bicycle Columbus and Dragon Fly Trails, Inc.
INITIATED BY:	Parks and Recreation Department

Recommendation: Approval is requested to accept the donation of a Dero Fixit Station for bicycle repairs for the Dragonfly Trail from River Valley Regional Commission, Bicycle Columbus and Dragon Fly Trails, Inc.

Background: River Valley Regional Commission, Bicycle Columbus and Dragonfly Trails, Inc. have requested to donate a second Dero Fixit Station for bikers' use on the Dragonfly Trail. This station includes all the tools necessary to perform basic bike repairs and maintenance that bikers would not otherwise be able to perform on the trails.

Analysis: These organizations donated a Fixit Station to the Dragonfly trail in 2021 (067-21) and have offered to donate a second station to improve the biking experience on the trails.

Financial Considerations: The value of the Dero Fixit Station is approximately \$1,925.00, but will be at no cost to the City as it is a donation.

Legal Considerations: Council is the approving authority for the acceptance of all donations.

Recommendation/Actions: Approval is requested to accept the donation of a Dero Fixit Station for bicycle repairs for the Dragonfly Trail from River Valley Regional Commission, Bicycle Columbus and Dragon Fly Trails, Inc.

A RESOLUTION

NO. _____

**A RESOLUTION AUTHORIZING THE CITY TO APPROVE AND ACCEPT
THE DONATION OF A DERO FIXIT IS STATION FROM RIVER VALLEY
REGIONAL COMMISSION, BICYCLE COLUMBUS AND DRAGONFLY TRAILS,
INC.**

WHEREAS, Having previously donated a Dero Fixit Station to the Dragonfly Trail, River Valley Regional Commission, Bicycle Columbus and Dragonfly Trails, Inc. have requested to donate a second Dero Fixit Station for the trail; and

WHEREAS, the Dero Fixit Stations improve the biking experience as it will provide the opportunity for bikers to perform minor repairs while on the trail; and

WHEREAS, this station is being donated and will be of no cost to the City.

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

That the City Manager or his designee is hereby authorized to accept the Dero Fixit Station from River Valley Regional Commission, Bicycle Columbus and Dragonfly Trails, Inc.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023, and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra Davis, Clerk of Council

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

File Attachments for Item:

4. Columbus Police Department: Donation Acceptance

Approval is requested to accept one financial donation totaling \$6,000 given in support of the Columbus Police Department.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Columbus Police Department: Donation Acceptance
AGENDA SUMMARY:	Approval is requested to accept one financial donation totaling \$6,000 given in support of the Columbus Police Department.
INITIATED BY:	Columbus Police Department

Recommendation: Approval is requested to accept one financial donation totaling \$6,000 given in support of the Columbus Police Department.

Background: Funds have been donated to the Columbus Police Department from an anonymous donor. The amount of \$6,000 was given to show their support of the entire Columbus Police Department. These funds are to be used for the good of the Columbus Police Department.

Analysis: The Columbus Police Department will deposit these funds in accordance with policy and maintain records and receipts accordingly.

Financial Considerations: The donated funds are for the Columbus Police Department and will be placed within the Department's designated Donation fund.

Legal Considerations: The Consolidated Government of Columbus is eligible to receive the funds.

Recommendation/Action: Approval is requested to accept one financial donation totaling \$6,000.00 given in support of the Columbus Police Department.

A RESOLUTION

NO.

**A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATED FUNDS
OF \$6,000.00 FROM ONE ANONYMOUS DONOR WITHIN THE CITY OF
COLUMBUS, GEORGIA, WITH NO ADDITIONAL FUNDS REQUIRED.**

Item #4.

WHEREAS, the Columbus Police Department is requesting the acceptance of these donated funds for use within the Department; and,

WHEREAS, this anonymous donor wishes to give \$6,000 to the Columbus Police Department, and,

WHEREAS, this generous donation expresses the involvement of our community with the Columbus Police Department; and

WHEREAS the Columbus Police Department wishes to express their sincere thanks and gratitude for this display of generosity.

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

That the City Manager is hereby authorized to accept donated funds for the Columbus Police Department's use as designated by the grantor.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day
of _____ 2023 and adopted at said meeting by the affirmative vote of ten members of said
Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

5. 2023 Homeland Security GSAR (Georgia Search and Rescue) Grant

Approval is requested to apply for a grant in the amount of \$15,000.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Rescue equipment.

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #5.

TO:	Mayor and Councilors
AGENDA SUBJECT:	2023 Homeland Security GSAR (Georgia Search and Rescue) Grant
AGENDA SUMMARY:	Approval is requested to apply for a grant in the amount of \$15,000.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Rescue equipment.
INITIATED BY:	Fire/EMS

Recommendation: Approval is requested to apply for a grant in the amount of \$15,000.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Rescue equipment.

Background: Funds have been allocated to the 2023 Homeland Security Grant Program for the purchase and maintenance of equipment received as part of the West Central Georgia Search and Rescue (GSAR) team. This team was formed to improve responses to heavy rescue emergencies to the citizens of Columbus and the surrounding counties. Heavy search and rescue involve the location, rescue extrication, and the initial medical stabilization of the victims trapped in the confined space. The GSAR team is able to respond to incidents across the state under mutual aid, and the goal of the GSAR team is to have a four-hour response capability anywhere in the state.

Analysis: The state is providing the funds for new rescue equipment for the Hazardous GSAR Team.

Financial Considerations: The grant is for equipment amounting to a total of 15,000.00 with no matching funds required.

Legal Considerations: The Consolidated Government of Columbus is eligible to receive these funds.

Recommendation/Action: Approval is requested to apply for a grant in the amount of \$15,000.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Rescue equipment.

**A RESOLUTION
NO.**

Item #5.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR EQUIPMENT IN THE AMOUNT OF \$15,000.00 OR AS OTHERWISE AWARDED, FROM THE HOMELAND SECURITY GEORGIA SEARCH AND RESCUE PROGRAM. THESE FUNDS WILL BE UTILIZED FOR THE PURCHASE OF NEW RESCUE EQUIPMENT. HEAVY SEARCH AND RESCUE INVOLVE THE LOCATION, RESCUE EXTRICATION, AND THE INITIAL MEDICAL STABILIZATION OF THE VICTIMS TRAPPED IN THE CONFINED SPACE. THE GSAR TEAM IS ABLE TO RESPOND TO INCIDENTS ACROSS THE STATE UNDER MUTUAL AID, AND THE GOAL OF THE GSAR TEAM IS TO HAVE A FOUR-HOUR RESPONSE CAPABILITY ANYWHERE IN THE STATE.

WHEREAS, the Columbus Fire and Emergency Medical Services has been approved by the Governor's office to fund the Columbus Fire and EMS GSAR Team: and,

WHEREAS the purchase of new equipment requested in the grant proposal will greatly enhance the current emergency response program; and,

WHEREAS the funds have been allocated through the 2023 Homeland Security GSAR Grant Program; and,

WHEREAS the equipment will be utilized to respond to Special Operations Rescue emergencies in Columbus and the surrounding counties; and,

WHEREAS, this grant proposal requires no matching funds.

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

- 1) That the City Manager is hereby authorized to accept a Homeland Security GSAR Grant of \$15,000.00 from the 2023 Homeland Security GSAR Grant Program.
- 2) Amend the Multi-Governmental Fund by the amount of the award.

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

Sandra Davis, Clerk of Council

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

File Attachments for Item:

6. 2023 Homeland Security Hazmat Grant

Approval is requested to accept a grant in the amount of \$38,335.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Hazmat equipment.

**Columbus Consolidated Government Council Meeting
Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	2023 Homeland Security Hazmat Grant
AGENDA SUMMARY:	Approval is requested to accept a grant in the amount of \$38,335.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Hazmat equipment.
INITIATED BY:	Fire/EMS

Recommendation Approval is requested to accept a grant in the amount of \$38,335.00 or as otherwise awarded, from the Homeland Security Grant Program with amendment made to the Multi-Government Fund by the like amount with no matching funds required. The state is providing for new Hazmat equipment.

Background: Funds have been allocated to the 2023 Homeland Security Grant Program for the purchase and maintenance of equipment used for the Columbus Fire and EMS regional hazmat team. The team responds to local hazardous materials incidents as well as provide mutual aid and hazardous material response capabilities to multiple jurisdictions outside of Muscogee county.

Analysis: The state is providing the funds for new equipment for the Hazardous Materials Team.

Financial Considerations: The grant is for equipment amounting to a total of \$38,335.00 with no matching funds required.

Legal Considerations: The Consolidated Government of Columbus is eligible to receive these funds.

Recommendation/Action: Authorize the City Manager to accept a grant of 38,335.00 from the 2023 Homeland Security Hazmat Grant Program.

**RESOLUTION
NO.**

Item #6.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT FOR EQUIPMENT IN THE AMOUNT OF \$38,335.00 OR AS OTHERWISE AWARDED, FROM THE HOMELAND SECURITY HAZMAT GRANT PROGRAM. THESE FUNDS WILL BE UTILIZED FOR THE PURCHASE OF NEW HAZARDOUS MATERIALS EQUIPMENT. THE TEAM RESPONDS TO HAZARDOUS MATERIALS EMERGENCIES IN MUSCOGEE COUNTY AS WELL AS SURROUNDING COMMUNITIES TO PROVIDE HAZARDOUS MATERIAL CONTAINMENT TO INCLUDE CHEMICAL, RADIOLOGICAL AND BIOLOGICAL INCIDENTS.

WHEREAS, the Columbus Fire and Emergency Medical Services has been approved by the Governor's office to fund the Columbus Fire and EMS Hazmat Team: and,

WHEREAS the purchase of new equipment requested in the grant proposal will greatly enhance the current emergency response program; and,

WHEREAS the funds have been allocated through the 2023 Homeland Security Hazmat Grant Program; and,

WHEREAS the equipment will be utilized to respond to hazardous material emergencies to Columbus and the surrounding counties; and,

WHEREAS, this grant proposal requires no matching funds

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

- 1) That the City Manager is hereby authorized to accept a Homeland Security Hazmat Grant of \$38,335.00 from the 2023 Homeland Security Hazmat Grant Program.
- 2) Amend the Multi-Governmental Fund by the amount of the award.

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

Sandra Davis, Clerk of Council

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

File Attachments for Item:

A. Key Control Management Cabinet System for Muscogee County Prison – Georgia State Contract
Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #A.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Key Control Management Cabinet System for Muscogee County Prison – Georgia State Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) Morse Watchman key control management cabinet system from Mobile Communications America (Tifton, GA) in the amount of \$34,394.90 for the Muscogee County Prison. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD0000175-005.

The key control management cabinet system will be used by correction officers and staff of the Muscogee County Prison to maintain security keys. This is a new key management system.

Georgia Statewide Contract #99999-SPD0000172-005 is a cooperative contract whereby CooperCraft Communications, Inc is one of the awarded vendors contracted to provide Integrated Security and Surveillance Products and Services. Mobile Communications America acquired CooperCraft Communications in 2021. The term of the contract is good through April 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget: LOST Public Safety – Muscogee County Prison – Public Safety Lost – Capital Expend over \$5,000; 0102-420-9900-LOST-7761.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) MORSE WATCHMAN KEY CONTROL MANAGEMENT CABINET SYSTEM FROM MOBILE COMMUNICATIONS AMERICA, INC (TIFTON, GA) IN THE AMOUNT OF \$34,394.90 FOR THE MUSCOGEE COUNTY PRISON. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD0000172-005.

WHEREAS, the key control management cabinet system will be used by correction officers and staff of the Muscogee County Prison to manage key security. This is a new key management system; and,

WHEREAS, Georgia Statewide Contract #99999-SPD0000172-005 is a cooperative contract whereby CooperCraft Communications, Inc is one of the awarded vendors contracted to provide Integrated Security and Surveillance Products and Services. Mobile Communications America acquired CooperCraft Communications in 2021. The term of the contract is good through April 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase one (1) key control management cabinet system from Mobile Communications America (Tifton, GA) in the amount of \$34,394.90 for the Muscogee County Prison. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD0000172-005. Funds are budgeted in the FY24 Budget: LOST Public Safety – Muscogee County Prison – Public Safety Lost – Capital Expend over \$5,000; 0102-420-9900-LOST-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ____ day of _____, 2023 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

B. Historic Bus Exterior Restoration and Re-Painting (Re-Bid) – RFB No. 24-0008

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #B.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Historic Bus Exterior Restoration and Re-Painting (Re-Bid) – RFB No. 24-0008
INITIATED BY:	Finance Department

It is requested that Council approve a contract with Muscogee Paint and Sandblasting, Inc. (Columbus, GA) for Historic Bus Exterior Restoration and Repainting at a total cost of \$39,700.00.

The vendor will provide restoration and repainting services for a vintage bus which is operated by METRA Transit System as the stationary “Freedom Express Bus Museum”.

Bid specifications were posted on DemandStar, the City’s website and Georgia Procurement Registry on September 14, 2023. Bid responses were received on October 11, 2023. This bid has been advertised, opened and reviewed. The bidders were:

Vendor Name:	Muscogee Paint and Sandblasting, Inc. (Columbus, GA)				Diverse Automotive LLC (Columbus, GA)			
	Parts/ Materials Cost	Labor Cost (Per Hour)	Total Hours	Total Cost	Parts/ Materials Cost	Labor Cost (Per Hour)	Total Hours	Total Cost
Repair Left Side Roof Panel	\$400.00	\$125.00	20	\$2,900.00	\$270.00	\$135.00	38	\$5,400.00
Repair Rear Right Side	\$400.00	\$125.00	20	\$2,900.00	\$135.00	\$135.00	34	\$4,725.00
Repair Rear Bumper Side Skirts	\$500.00	\$125.00	10	\$1,750.00	\$135.00	\$135.00	24	\$3,375.00
Replace Front and Rear Door Rubber Seals	\$1,400.00	\$125.00	10	\$2,650.00	\$200.00	\$135.00	5	\$875.00
Strip, Repaint & Refinish Bus Exterior	\$12,000.00	\$125.00	140	\$29,500.00	\$2,770.00	\$135.00	168	\$25,450.00
TOTAL BID:	\$ 39,700.00				\$ 39,825.00			

Funds are available in the FY24 Budget: Transportation Fund – Transportation – T-SPLOST – Capital Expend over \$5,000; 0751-610-2500-MTSP-7761.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CONTRACT WITH MUSCOGEE PAINT AND SANDBLASTING, INC. (COLUMBUS, GA) FOR HISTORIC BUS EXTERIOR RESTORATION AND REPAINTING AT A TOTAL COST OF \$39,700.00.

WHEREAS, the vendor will provide restoration and repainting services for a vintage bus which is operated by METRA Transit System as the stationary “Freedom Express Bus Museum”.

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

That the City Manager is hereby authorized to enter into contract with Muscogee Paint and Sandblasting, Inc. (Columbus, GA) for Historic Bus Exterior Restoration and Repainting at a total cost of \$39,700.00. Funds are available in the FY24 Budget: Transportation Fund – Transportation – T-SPLOST – Capital Expend over \$5,000; 0751-610-2500-MTSP-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. “Skip” Henderson III, Mayor

File Attachments for Item:

C. Ace-ID Hand-Held, Non-Contact Chemical Identifier with Accessories for Fire & EMS – New York State Cooperative Contract

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #C.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Ace-ID Hand-Held, Non-Contact Chemical Identifier with Accessories for Fire & EMS – New York State Cooperative Contract
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of an Ace-ID hand-held, non-contact chemical Identifier with accessories, for the Fire & EMS Department, from Smiths Detection (Edgewood, MD), in the amount of \$32,376.00. The purchase will be accomplished by cooperative purchase via New York State Office of General Services, Bid Number 23173/Contract #PC69033.

The Ace-ID analyzes solids, liquids and powders and has the capability to identify explosives and opioids after a few seconds of analysis. The Ace-ID is lightweight, designed for one hand use and built for use in harsh and rugged environments. The Ace-ID can detect chemicals through container walls, greatly reducing contact and exposure to potentially harmful products.

The Ace-ID will enhance the department's current Hazardous Materials team by adding opioid detection capabilities. The addition of this product will allow for early detection and identification of fentanyl and other opioids, which will enhance the safety for first responders and community. The ability to detect explosives and opioids will enhance the department's ability to support law enforcement partners.

The purchase will be accomplished by Cooperative Purchase via Bid No. 23173, initiated by the New York State Office of General Services, whereby Smiths Detection was one of the successful vendors contracted to provide Hazardous Incident Response Equipment (HIRE). The contract, which commenced January 1, 2020, is good through May 31, 2025. The contract available via New York State has been awarded by virtue of a public competitive procurement process, compliant with State and Federal statutes. The Bid process utilized by New York State meets the requirements of the City's Procurement Ordinance. Additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are available in the FY24 Budget: Local Government's Share of Opioid Settlement Payments Fund – Fire & EMS – Opioid Settlement Payments – Capital Expend over \$5,000; 0251-410-8900-OPIO-7761.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING PURCHASE OF AN ACE-ID HAND-HELD, NON-CONTACT CHEMICAL IDENTIFIER WITH ACCESSORIES FOR THE FIRE & EMS DEPARTMENT, FROM SMITHS DETECTION (EDGEWOOD, MD), IN THE AMOUNT OF \$32,376.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA NEW YORK STATE OFFICE OF GENERAL SERVICES, BID NUMBER 23173/CONTRACT #PC69033.

WHEREAS, the Ace-ID analyzes solids, liquids and powders and has the capability to identify explosives and opioids after a few seconds of analysis. The Ace-ID is lightweight, designed for one hand use and built for use in harsh and rugged environments. The Ace-ID can detect chemicals through container walls, greatly reducing contact and exposure to potentially harmful products; and,

WHEREAS, the Ace-ID will enhance the department's current Hazardous Materials team by adding opioid detection capabilities. The addition of this product will allow for early detection and identification of fentanyl and other opioids, which will enhance the safety for first responders and community. The ability to detect explosives and opioids will enhance the department's ability to support law enforcement partners; and,

WHEREAS, the purchase will be accomplished by Cooperative Purchase via Bid No. 23173, initiated by the New York State Office of General Services, whereby Smiths Detection was one of the successful vendors contracted to provide Hazardous Incident Response Equipment (HIRE). The contract, which commenced January 1, 2020, is good through May 31, 2025. The contract available via New York State has been awarded by virtue of a public competitive procurement process, compliant with State and Federal statutes. The Bid process utilized by New York State meets the requirements of the City's Procurement Ordinance. Additionally, the City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase an Ace-ID hand-held, non-contact chemical Identifier with accessories for the Fire & EMS Department, from Smiths Detection (Edgewood, MD), in the amount of \$32,376.00. The purchase will be accomplished by cooperative purchase via New York State Office of General Services, Bid Number 23173/Contract #PC69033. Funds are available in the FY24 Budget: Local Government's Share of Opioid Settlement Payments Fund – Fire & EMS – Opioid Settlement Payments – Capital Expend over \$5,000; 0251-410-8900-OPIO-7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting _____.

Councilor Barnes voting	_____.
Councilor Begly voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

D. One 2024 Ford F-250 Super Duty Pick-up Truck for Muscogee County Prison -Georgia State Contract Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #D.

TO:	Mayor and Councilors
AGENDA SUBJECT:	One 2024 Ford F-250 Super Duty Pick-up Truck for Muscogee County Prison -Georgia State Contract Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) 2024 Ford-F250 Super Duty Pick-up Truck for Muscogee County Prison, from Allan Vigil Ford-Lincoln (Morrow, GA), by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002, at a unit price of \$45,341.00.

The F-250 pick-up truck will be used by prison staff to haul supplies and pull equipment. The vehicle will also be used for travel when supplies need to be picked up from the State supply warehouse. This is a replacement vehicle.

Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract whereby Allan Vigil Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City's Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

Funds are budgeted in the FY24 Budget as follows: Funds in the amount of \$40,778.00 are budgeted in the LOST-Public Safety Fund – Muscogee County Prison – Public Safety-LOST – Light Trucks; 0102-420-9900-LOST-7722. Funds in the amount of \$4,563.00 are available in the General Fund – Muscogee County Prison – Warden – Light Trucks; 0101-420-1000-MCCI-7722.

A RESOLUTION

Item #D.

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) 2024 FORD F-250 SUPER DUTY PICK-UP TRUCK FOR MUSCOGEE COUNTY PRISON, FROM ALLAN VIGIL FORD-LINCOLN (MORROW, GA), BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-ES40199373-002, AT A UNIT PRICE OF \$45,341.00

WHEREAS, the F-250 pick-up truck will be used by prison staff to haul supplies and pull equipment. The vehicle will also be used for travel when supplies need to be picked up from the State supply warehouse. This is a replacement vehicle; and,

WHEREAS, Georgia Statewide Contract #99999-SPD-ES40199373-002 is a cooperative contract whereby Wade Ford is one of the awarded vendors contracted to provide Administrative Vehicles, Regular and Alternatively Fueled. The term of the contract is good through November 30, 2024. The contract is available for use by any Georgia governmental entity. The City’s Procurement Ordinance, Article 9-101, authorizes the use of cooperative purchasing.

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

That the City Manager is hereby authorized to purchase one (1) 2024 Ford-F250 Super Duty Pick-up Truck for Muscogee County Prison, from Allan Vigil Ford-Lincoln (Morrow, GA) in the amount of \$45,341.00. The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #99999-SPD-ES40199373-002. Funds are budgeted in the FY24 Budget as follows:

Funds in the amount of \$40,778.00 are budgeted in the LOST-Public Safety Fund – Muscogee County Prison – Public Safety-LOST – Light Trucks; 0102-420-9900-LOST-7722.

Funds in the amount of \$4,563.00 are available in the General Fund – Muscogee County Prison – Warden – Light Trucks; 0101-420-1000-MCCI-7722.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____.
- Councilor Barnes voting _____.
- Councilor Begley voting _____.
- Councilor Cogle voting _____.
- Councilor Crabb voting _____.
- Councilor Davis voting _____.
- Councilor Garrett voting _____.
- Councilor Huff voting _____.
- Councilor Thomas voting _____.
- Councilor Tucker voting _____.

File Attachments for Item:

E. Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #E.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) – RFP No. 23-0036
INITIATED BY:	Finance Department

It is requested that Council authorize the negotiation of an annual contract with RedSpeed® Georgia, LLC (Roswell, GA) for equipment and services required for automated speed detection for school zone safety enforcement. It is also requested that Council authorize the execution of the School Zone Camera License Agreements, which will be required for each school zone location. The vendor will share the revenue from payment of issued citations with the City and the Muscogee County School District.

RedSpeed® Georgia, LLC will provide and install automated school zone speed detection safety camera system equipment on designated roads/school zones within Muscogee County. RedSpeed® Georgia, LLC will work with the Columbus Police Department and Muscogee County School District, to evaluate, through traffic study(s), locations for deployment including those already identified by the department, as well as, the evaluation of future locations as requested.

The intent is to significantly increase safety through awareness and enforcement of speed limits within school zones through automated speed enforcement of those limits through the use of light detection and ranging (LiDAR) and automatic number plate recognition (ALPR) technology. In accordance with Georgia law, the system will monitor, detect, and record speed violations within designated school zones, thereby increasing vehicle and or pedestrian safety, while providing greater situational awareness and investigative capability through accessible ALPR data.

After initial locations for the program are deployed, additional locations may be determined by the Columbus Police Department and Muscogee County School District during the term of the contract. The aforementioned system, including any preliminary and or future traffic/location studies, certificate approvals, system training, camera and ALPR equipment and installation, proper signage and installation, back-office processing of citations, and any maintenance of the system, will be provided at no cost to the City with revenue sharing of collections.

Contract Term

The term of this contract 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.

Annual Contract History:

This is the first annual contract for these services.

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on April 7, 2023. This RFP has been advertised, opened and evaluated. Five proposals were received on September 22, 2023, from the following vendors:

RedSpeed® Georgia, LLC (Roswell, GA)

Altumint, Inc. (Lanham, MD)

Blue Line Solutions (Chattanooga, TN)

*Emergent Enforcement Solutions (Shreveport, LA)

NovoaGlobal (Orlando, FL)

**The proposal submitted by Emergent Enforcement Solutions did not include a notarized E-Verify Affidavit, as required by O. C. G. A §13-10-91. Consequently, the proposal from Emergent Enforcement Solutions did not receive further consideration.*

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation Committee Meeting	09/27/23	The designee of the Purchasing Manager advised evaluation committee members of the RFP rules and process, the project manager provided an overview of the contract requirements. Proposals were forwarded to each committee member to review.
1 st Evaluation Committee Meeting	10/11/23	The committee discussed each proposal and determined clarification was required from three of the four vendors.
Clarification Requested	10/17/23	Request for clarification forwarded to the vendors.
Clarification Received	10/20/23	Clarification responses received and forwarded to the evaluation committee. The committee did not require additional information.
Evaluation Forms Sent	10/26/23	Evaluation forms were forwarded to the voting committee members.
Evaluation Forms Returned	11/3/23	The Purchasing Division compiled the evaluation scores and comments, which were forwarded to the Evaluation Committee members for review.
2 nd Evaluation Committee Meeting	11/7/23	Evaluation Results forwarded to the committee and the Committee met to review and discuss.
Committee Recommendation	11/7/23	The Voting members unanimously recommended award to the highest-ranking vendor, RedSpeed® Georgia, LLC.

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee, which consisted of three voting members from the Columbus Police Department, one voting member from the Engineering Department and one voting member from the Emergency Management & Homeland Security Department.

Two additional representatives from the Columbus Police Department served as alternate voters.

A representative from the City Attorney's Office and another representative from the Columbus Police Department served as non-voting advisors.

An additional representative from the Public Works Department served as a non-voting advisor.

Award Recommendation:

The voting committee members deemed the proposal from RedSpeed® Georgia, LLC, most responsive to the RFP specifications, as reflected by the comments below:

- Georgia-based company. Georgia Sixteen (16) years in business. Over one hundred (100) clients. Compliant with Georgia laws.
- This company appears to have good qualifications and have experience in the State of Georgia with similar systems. The system is LIDAR and their products seem to be of good quality and performance.
- There is a clear defined schedule to aid in getting the system up and running.
- System is turnkey and offers a construction manager and project manager. Offers onsite training and will assist with Media kit.
- Deployed several systems in Georgia so they know the process with GDOT.

Vendor's Experience/Qualifications:

- RedSpeed® Georgia, LLC is a Georgia Limited Liability Company which designs, develops, manufactures and operates enforcement systems.
- RedSpeed® Georgia, LLC maintains a fully staffed office and technical center in Roswell, Georgia, with regular business hours from 9:00 AM to 5:00 PM and an automated call center that is live 24 hours a day.
- RedSpeed® Georgia, LLC is the sole preferred partner of DragonEye™.

Client Work History:

- ***Stockbridge Police Department (Stockbridge, GA)***
2023-2024 School Year – 2028-2029 School Year
Turnkey School Zone Speed Enforcement Program.
- ***Gwinnett County (Dacula, GA)***
2023-2024 School Year – 2028-2029 School Year
Turnkey School Zone Speed Enforcement Program.
- ***Clayton County (Jonesboro, GA)***
2023-2024 School Year – 2028-2029 School Year
Turnkey School Zone Speed Enforcement Program.

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

Revenue will be deposited in: General Fund – Government Wide Revenue – School Zone Speeding Fines;
0101-099-1999-REVN-4748

A RESOLUTION

Item #E.

NO. _____

A RESOLUTION AUTHORIZING THE NEGOTIATION OF AN ANNUAL CONTRACT WITH REDSPEED® GEORGIA, LLC (ROSWELL, GA) FOR EQUIPMENT AND SERVICES REQUIRED FOR AUTOMATED SPEED DETECTION FOR SCHOOL ZONE SAFETY ENFORCEMENT; AND ALSO AUTHORIZING THE EXECUTION OF SCHOOL ZONE CAMERA LICENSE AGREEMENTS, WHICH WILL BE REQUIRED FOR EACH SCHOOL ZONE LOCATION. THE VENDOR WILL SHARE THE REVENUE FROM PAYMENT OF ISSUED CITATIONS WITH THE CITY AND THE MUSCOGEE COUNTY SCHOOL DISTRICT.

WHEREAS, an RFP was administered (RFP No. 23-0036) and five proposals were received; and,

WHEREAS, the proposal submitted by RedSpeed® Georgia, LLC met all proposal requirements and was evaluated most responsive to the RFP; and,

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

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

That the City Manager is hereby authorized to negotiate an annual contract with RedSpeed® Georgia, LLC (Roswell, GA) for equipment and services required for automated speed detection for school zone safety enforcement. The City Manager is further authorized to execute School Zone Camera License Agreements, which will be required for each school zone location. The vendor will share the revenue from payment of issued citations with the City and the Muscogee County School District.

Revenue will be deposited in: General Fund – Government Wide Revenue – School Zone Speeding Fines; 0101-099-1999-REVN-4748

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting	_____.
Councilor Barnes voting	_____.
Councilor Begley voting	_____.
Councilor Cogle voting	_____.
Councilor Crabb voting	_____.
Councilor Davis voting	_____.
Councilor Garrett voting	_____.
Councilor Huff voting	_____.
Councilor Thomas voting	_____.
Councilor Tucker voting	_____.

File Attachments for Item:

F. Upgrade or Replacement of Existing Equipment for CCG-TV Operations – Sourcewell Cooperative Purchase

**Columbus Consolidated Government
Council Meeting Agenda Item**

Item #F.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Upgrade or Replacement of Existing Equipment for CCG-TV Operations – Sourcewell Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the upgrade and replacement of existing equipment for CCG-TV operations from CDW-G (Vernon Hills, IL) in the amount of \$745,927.18. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #081419-CDW.

The current CCG-TV equipment requires upgrade or replacement due to obsolescence and changing technology. The vendor will provide TV production equipment upgrade or replacement with compatible brand equipment, if needed, for the CCG-TV Studio, Control Room, Council Chambers, Council Conference Room, CSC Lobby and CSC Community Room.

This purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #081419, initiated by Sourcewell, whereby CDW Government LLC was one of the successful vendors contracted to provide Technology Catalog Solutions. The effective date of the contract began December 1, 2019, and will expire on October 30, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. The contract may be extended for an additional year at Sourcewell's discretion. Sourcewell is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. The RFP process utilized by Sourcewell meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 9-101 of the Procurement Ordinance.

Funds are budgeted in the FY24 Budget: America Rescue Plan-Fiscal Recovery Fund – Federal ARP – Federal Revenue Recovery – Capital Expenditures – Over \$5,000 – Revenue Recovery – CCGTV Upgrades; 0218-691-1300-ARRR-7761-40491-20230.

A RESOLUTION

Item #F.

NO. _____

A RESOLUTION AUTHORIZING THE UPGRADE AND REPLACEMENT OF EXISTING EQUIPMENT FOR CCG-TV OPERATIONS FROM CDW-G (VERNON HILLS, IL) IN THE AMOUNT OF \$745,927.18. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA SOURCEWELL CONTRACT #081419-CDW.

WHEREAS, the current CCG-TV equipment requires upgrade or replacement due to obsolescence and changing technology. The vendor will provide TV production equipment upgrade or replacement with compatible brand equipment, if needed, for the CCG-TV Studio, Control Room, Council Chambers, Council Conference Room, CSC Lobby and CSC Community Room; and,

WHEREAS, this purchase will be accomplished by Cooperative Purchase via Request for Proposal (RFP) #081419, initiated by Sourcewell, whereby CDW Government LLC was one of the successful vendors contracted to provide Technology Catalog Solutions. The effective date of the contract began December 1, 2019, and will expire on October 30, 2024. The contract available under Sourcewell has been awarded by virtue of a public competitive procurement process compliant with State and Federal statutes. The contract may be extended for an additional year at Sourcewell’s discretion. Sourcewell is a Service Cooperative created by Minnesota Statute 123A.21. This statute was created in 1978 and revised in 1995 to allow participating governmental and municipal agencies to reduce the cost of purchased goods by leveraging their combined purchasing power. The RFP process utilized by Sourcewell meets the requirements of the City’s Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 9-101 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase the upgrade and replacement of existing equipment for CCG-TV operations from CDW-G (Vernon Hills, IL) in the amount of \$745,927.18. The purchase will be accomplished by Cooperative Purchase via Sourcewell Contract #081419-CDW. Funds are budgeted in the FY24 Budget: America Rescue Plan-Fiscal Recovery Fund – Federal ARP – Federal Revenue Recovery – Capital Expenditures – Over \$5,000 – Revenue Recovery – CCGTV Upgrades; 0218-691-1300-ARRR-7761-40491-20230.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

- Councilor Allen voting _____.
- Councilor Barnes voting _____.
- Councilor Begley voting _____.
- Councilor Cogle voting _____.
- Councilor Crabb voting _____.
- Councilor Davis voting _____.
- Councilor Garrett voting _____.

Councilor Huff voting _____.

Councilor Thomas voting _____.

Councilor Tucker voting _____.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. Business License Lockbox Update - Angelica Alexander, Finance Director

BUSINESS LICENSE LOCKBOX UPDATE

November 14, 2023

What's happening?

Item #A.

- In June 2022, the bank notified us of a potential change to their lockbox operations but delayed implementation.
- In August 2023, the bank notified us will be closing their local lockbox operations in December 2023.
- CCG is the last customer to migrate to the new lockbox platform.

Effective November 20, 2023, the mailing address for business license renewals will be:

Columbus Consolidated Government

PO BOX 96568

CHARLOTTE NC 28296-0568



What's next?

Item #A.

- The bank will courier the mail to the new lockbox location for the first 3 months post go-live.
- Mail received at the old address will be forwarded by the USPS to the new lockbox address for an additional 12 months.
- Finance will incur a new cost to receive the paperwork due to this change.



QUESTIONS?

File Attachments for Item:

DATE: November 14, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

**Columbus Consolidated Government
Bid Advertisements**

DATE: November 14, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

November 15, 2023

1. 1st Avenue Sidewalk Improvement Project – RFB No. 24-0014

Scope of Bid

The scope of work includes clearing, excavation and removal, earthwork and grading, pavement and miscellaneous site improvements, soil erosion control measures, landscaping and tree planting.

This is a U. S. Department of Housing and Urban Development (HUD) funded project, which utilizes Community Development Block Grant (CDBG) funding. The awarded contractor shall adhere to all HUD and CDBG project requirements, including Section 3. The requirements are listed on pages 15 - 35 of the Request for Bids (RFB) document.

November 17, 2023

1. Ambulance Billing and Collection Services for Columbus Fire & EMS Department (Annual Contract) – RFP No. 24-0004

Scope of RFP

Columbus Consolidated Government (the City) invites qualified vendors to provide billing and collection services for the Columbus Fire & EMS Department. The services are required to enhance and develop an internal revenue cycle and will be procured on an as-needed basis.

The initial term of the contract will 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.

December 6, 2023

1. Steel Signal Strain Poles (Annual Contract) – RFB No. 24-0017

Scope of RFB

It is the intent of the Columbus Consolidated Government (City) to establish an annual contract with a qualified vendor to provide steel signal strain poles on an “as needed” basis to be delivered to Traffic Engineering Division for the City of Columbus, GA. This bid includes unit costs for a variety of steel signal strain poles that the City may need for traffic signal projects. As information to Vendors, the City averages three to four new/upgrade signal projects each year. The quantity of steel signal strain poles purchased thru this

annual contract will vary from year to year, depending on the number of roadway and/or traffic signal projects that are funded.

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

December 8, 2023

1. General Contractor Services and Housing Inspection Services for the Community Reinvestment Department (Annual Contract) – RFP No. 24-0012

Scope of RFP

Columbus Consolidated Government (the City) invites qualified vendors to provide general contractor services (Option A) and housing inspection services (Option B) for rehabilitative single-family housing located throughout Columbus-Muscogee County. The Community Reinvestment Department will procure the services on an as-needed basis. **Vendors may submit proposals for one, both or all options.**

Some activities could be a U.S. Department of Housing and Urban Development (HUD) funded project which utilizes Community Development Block Grant (CDBG) funding. Contracts utilizing CDBG funding are subject to state and local laws, as well as federal regulations found in §2 CFR 200.317 through §2 CFR 300.327 and §24 CFR 570.611. Potential bidders must assure that all project activities will be administered in compliance with labor and civil rights laws and regulations for CDBG funded projects.

The initial term of the contract will 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.

File Attachments for Item:

3. Lakebottom Park Trail Public Forum



LAKEBOTTOM PARK TRAIL PUBLIC FORUM

We encourage you to attend the public meeting to provide input on the future Lakebottom Park Trail. We hope to see you there!

WHEN: Tuesday, November 28th from 4-6pm
Thursday, November 30th from 4-6pm

WHERE: The Bandshell at Lakebottom Park
1505 Cherokee Ave, Columbus, GA 31901




Can't make it in person or need additional information?
Contact Dragonfly Trails at ca@dragonflytrails.org

File Attachments for Item:

Referrals: 11.7.23

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
1	8/8/2023	Tyson Begly	<p><u>Fire and EMS</u></p> <p>I had two follow-upsg from slide 7 of the Fire EMS PowerPoint in the last meeting:</p> <p>https://mccmeetingspublic.blob.core.usgovcloudapi.net/columga-meet-9989af2150264ee3a984571dda5c6614/ITEM-Attachment-001-97400da668ce4bf79d68029ba871e2ef.pdf:</p> <ul style="list-style-type: none"> - Numbers on the Medicare/Medicaid clearing house, to know how much to put in and the additional level of coverage received. <p>Numbers of how much a private billing service would cost, and the amount of money it would save, and the potential impact to our accounts receivable</p> <p><u>Response:</u></p> <p>Please see the attached response from the fire department.</p> <p></p> <p>CFEMS Memo on Referral - Begly Aug</p> <p>Fire/EMS Department is in the process of developing an RFP to privatize ambulance billing. Private billing services costs will be determined once the RFP process is complete.</p> <p>As of FY23, 9,668 ambulance claims were processed and billed. The billed breakdown for claims processed is as follows:</p>	Sal Scarpa Pam Hodge Angelica Alexander

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p>Medicare 18.92%</p> <p>Medicaid 17.90%</p> <p>Primary 23.46%</p> <p>Self-Pay 35.99%</p> <p>Write off 3.73%</p> <p>The claims paid breakdown is as follows:</p> <p>Medicare 53.86%</p> <p>Medicaid 20.71%</p> <p>Primary 19.91%</p> <p>Self-Pay 5.52%</p> <p>Update</p> <p><i>"As 75% of all claims go through Medicare or Medicaid, CCG should consider contributing to the Medicare/Medicaid clearing</i></p>	
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Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p><i>house which would then provide an additional level of coverage for our submitted claims.”</i></p> <p>The Fire-EMS Department does <i>not</i> do EMS billing. That is managed in the Finance Department. However, I can provide the following information:</p> <ul style="list-style-type: none"> Each year, the City is asked if they wish to participate in the Georgia Ground Ambulance UPL (upper payment limit) Supplemental Payment Program. As noted in the attached, the purpose of the supplemental payment is to provide additional Medicaid reimbursement to ensure access to ambulance services for Medicaid enrollees. The supplemental payment is in addition to the claim payment a provider receives when submitting FFS (fee for service) claims for ambulance services. The program was recently approved by the federal Centers for Medicare and Medicaid Services (CMS). The program has been effective for services provided on and after January 1, 2020. Participation in the program is voluntary and requires the city to provide information to Myers & Stauffer LC (certified public accountants) each year as the program administrator in the form of a survey instrument. Twice a year, the City would provide an intergovernmental transfer (IGT) to the state of Georgia based on the results of the survey data. Subsequently, the Georgia Department of Community Health will make a Medicaid payment to the City 	
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Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p>that includes both the transferred funds and the matching federal funds.</p> <ul style="list-style-type: none"> • Since its inception, the City has elected not to participate in the program (thus foregoing those dollars). The challenge, as I understand it, is that in order for the city to know how much money it needs to 'put up' in order to get the extra funds, the data survey must be completed annually. That <i>has to</i> be done in the Finance Department as Fire-EMS is not privy to the information requested. The dollar amount that would be required is not static and is dependent on Medicare/Medicaid billing for the year. Additionally, supplemental funding is only available when Medicare/Medicaid is the primary payor (and not the secondary). Thus, because of the ambiguity surrounding the funding component and the requisite work required to complete the survey instrument, <i>I believe</i> the City has been reluctant to commit to the program. As such, at this time, I do not think we know how much the contribution would be for our submitted claims. Finance would need to complete the survey instrument annually to be able to provide that information. • Notwithstanding this, the Fire-EMS Department has maintained that participation in the program would enhance revenue for the city and would help offset costs associated with the EMS program. In 2022, the Fire-EMS department engaged the Public Consulting Group (PCG) to evaluate potential revenues associated with implementation of a Ground Emergency Medical Transport (GEMT) program (quite similar to what the State of Georgia is offering). Based on the data we were able to provide, the PCG estimated we would receive a little over \$2.5 million annually. Those estimates were based off of FY21 data 	
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Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p>and the utilization of <u>6</u> CFEMS ambulances. As noted in the Fire Based EMS Report, that number could be <i>significantly</i> higher as Fire-EMS assumes more ambulance control in the City. As a result, this component is a strong recommendation for implementation in conjunction with an enterprise fund to offset costs associated with managing EMS services in the community – which was ranked at <u>the number #1 concern</u> of residents in the department's community based strategic planning initiative.</p> <p>To be clear, the Fire-EMS Department currently has nothing to do with EMS billing/collections other than to provide the patient care reports that allow for billing/collections services relative to EMS. We work hand-in-hand with Finance to provide the information they require (as outline in the auditor's report). However, all billing/collection functions are currently managed within that department. Please let me know if there is additional information I can provide or answer any questions. Thank you!</p> <div data-bbox="726 1089 779 1149" data-label="Image"> </div> <p>GA Ambulance UPL Cover Letter.pdf</p> <p>Mr. Begly –</p>	

Columbus Consolidated Government ~ Council Referrals


Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p>The Finance Director has provided some information for us to review as it pertains to the Medicare/Medicaid clearinghouse and potential IGT payments. Once my EMS Chief returns from vacation, I will sit down with him to review the information and follow-up with her on any questions we may have. As I understand it, we will need to create an account with the GA Department of Community Health's accounting firm to facilitate the uploading of documents and completion of forms associated with this program. At this point, I believe we can only upload data twice a year (January/July).</p> <p>Once the submittal is reviewed by the accounting firm and approved, they will indicate the amount of the IGT that we will need to post and what we can expect in terms of matching federal funds return. The following <u>example</u> (only) is provided based on the FFY21 Federal Medical Assistance Percentage of 73.23% [67.03% + 6.2% PHE] for GA and total payment \$100 :</p> <ul style="list-style-type: none"> • CCG transfers \$26.77 to DCH (state share). Transferred funds must be eligible for federal matching funds under 42 CFR §§433.50 thru 433.67. • DCH pays \$100 to CCG that includes \$73.23 in federal matching funds <p>Thus, I do not believe we will have a better understanding of how much we will need to contribute in order to get the federal funds <u>until the 1st</u></p>	
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Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p><u>(calendar) quarter of 2024</u>. Once that information is available, we will certainly pass it along. Any payments will likely require Council approval and have to meet the federal guidelines for timely submittal.</p> <p>The program currently in use by the State of GA is a 'fee for service' model. As this process moves forward, I believe we need to evaluate the implementation of a 'managed care' model which can be far more lucrative for the City. Moreover, I continue to strongly advocate for the evaluation of an enterprise fund to capture and divert some these funds to help offset costs for EMS service. If we are poised to receive funds <i>above and beyond</i> what we have traditionally received for EMS services, I would love to see those funds re-invested into the very program that has been identified as the highest priority by our internal, external and community stakeholders (CFEMS Strategic Plan, pp.17-18). Additionally, as the determination is made relative to funding for indigent care, I am hopeful there will be an avenue to explore off-setting some EMS care costs as the first provider of care for many of these individuals. I realize that is a discussion for another forum; but I think it would help alleviate pressure on the general fund moving forward.</p> <p>I have attached a data sheet that discusses the proposed supplemental payment program for your review. There are many fire agencies around the country recognizing millions of dollars in additional revenue with similar programs. I am hopeful we can begin to recognize this revenue stream with this program. I will follow-up with additional information once we have a better understanding of the program costs. In the</p>	

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p>interim, please do not hesitate to contact me with any additional questions you may have. Thank you kindly!</p> <p></p> <p>Supplemental_Payment_Programs_Data_</p> <p>Salvatore J. Scarpa Fire-EMS Chief <u>Columbus Fire & EMS</u> 510 10th Street Columbus, GA 31901 (706) 653-3500</p> <p>Update: 10/27/2023 An RFP to outsource EMS billing has been issued and is out for bid.</p> <p>Update: 11/8/2023</p> <ul style="list-style-type: none"> I will be meeting with the Finance Director to identify options we can provide to Council in December relative to EMS billing reconciliation 	

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<ul style="list-style-type: none"> The Fire-EMS Department does not expect any other updates on Medicaid clearinghouse information until late in Q1/Y24 <p>Salvatore J. Scarpa Fire-EMS Chief <i>Columbus Fire & EMS</i> 510 10th Street Columbus, GA 31901 (706) 653-3500</p>	
2	8/8/2023	Toyia Tucker	<p><u>Crime Prevention Grants</u> Request a breakdown and definition of the cost of personnel.</p> <p><u>Response:</u> This matter is currently under review. A response is expected soon.</p>	Seth Brown
3	8/8/2023	Tyson Begly	<p><u>Integrated Waste</u> How will we account for holidays where we will have large pick-ups, such as Christmas? Also, suggest a financial analysis of fees and why they will increase.</p> <p><u>Response:</u></p>	Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p>Residents will be able to obtain additional carts once approved by Council. Off Site Recycling trailers are available for our resident to use whenever they have excess cardboard, paper, etc. Financial Analysis on rates based on privatization or internal services is being done by our consultant. An RFP to advertise is being formulated to incorporate various options:</p> <p>Option A: Yard Waste Collection Only</p> <p>Option B: Household Waste Collection Only</p> <p>Option C: Recycling Collection Only</p> <p>Option D: Household and Recycling Waste Only</p> <p>Option E: Bulk Waste Only</p> <p>Option F: All Collection Services (Household, Recycling, Yard Waste and Bulk Waste)</p>	
4	8/29/23	Tyson Begly	<p><u>Inspections & Code</u></p> <p>Is there a possibility to hire a third party to issue in-person citations to out-of-state parcel owners?</p>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p>Response</p> <p>State law does allow citations to be mailed to out-of-state owners. However, if the owner fails to appear in court the only option is for the city to abate the nuisance. In my opinion, the cost to hire a third party far outweighs any benefit that would come from it</p> <p>Update</p> <p>Mayor</p> <p>Hi everyone,</p> <p>Let me know if we need to meet in person, but I want to make sure we chase down the cost to issue in-person citations to out-of-state owners. I just want to focus on the cost of issuing a citation to a single property owner.</p> <p>Thanks,</p> <p>Tyson</p>	
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Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
5	8/29/23	Judy Thomas	<p><u>Park Facilities Update Facilities Personnel</u></p> <p>Would like a program to pull trade graduates in from Columbus Tech and Jordan.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Drale Short Reather Hollowell
6	8/29/23	Toyia Tucker	<p><u>Parks and Recreation Update</u></p> <p>Requests that we see if Ft Moore is willing to donate exercise equipment to our rec centers since we are in need of updated equipment.</p> <p><u>Response:</u></p> <p>We have reached out to Ft. Moore on two separate occasions, and they have not responded as of 9-20-23.</p>	Isaiah Hugley Lisa Goodwin Holli Browder
7	8/29/23	Charmaine Crabb	<p><u>Parks and Recreation Update</u></p> <p>Requests that a day of work or weekend of work be coordinated for citizens in Heath Park</p> <p><u>Response:</u></p>	Lisa Goodwin Holli Browder

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p>Councilor Crabb sent Holli an email on 9-18-23 stating that she had reached out to the homeowners association and would get back with us. As of 9-20-23, we have not heard back from Councilor Crabb.</p> <p>Update 10/24/23</p> <p>Councilor Crabb is working on getting a grant from the Georgia Association of Realtors to fund the upgrades.</p>	
8	9/12/23	Tyson Begly	<p><u>Integrated Waste</u></p> <p>Requests a true financial analysis for the transition of leaving Amwaste.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response will be provided soon.</p>	Pam Hodge Angelica Alexander Drale Short
9	9/12/23	Glenn Davis	<p><u>Integrated Waste</u></p> <p>Would like to see a cost-benefit analysis on the integrated waste fees for automation.</p> <p><u>Response:</u></p>	Pam Hodge Angelica Alexander Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			The matter is still under review. A response will be provided soon.	
10	9/12/23	Bruce Huff	<p><u>Community Meeting</u></p> <p>Would like to have a follow-up community meeting with staff and the people in his district from the meeting that took place before COVID at M.L. Harris United Methodist Church</p> <p><u>Response:</u></p> <p>I have spoken with Councilor Huff and waiting for him to provide a date for the meeting.</p>	Lisa Goodwin
11	9/26/2023	Toyia Tucker	<p><u>Sidewalk in School Zones</u></p> <p>Requests that we look into ensuring that proper sidewalk coverage is in all school zones to provide for a safe walkway for children coming and going to and from school.</p> <p><u>Response:</u></p> <p>Working with the MCSD to determine which schools have walk zones in order to set priorities.</p>	Pam Hodge Donna Newman

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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12	9/26/2023	Bruce Huff	<p><u>Integrated Waste Community Meetings</u></p> <p>Would like to have several community meetings to educate citizens on new Integrated Waste Protocols.</p> <p><u>Response:</u></p> <p>Public Works is working to get meetings scheduled with HOA's, Community Organizations, Churches and other groups to educate the public on the new initiatives with waste collection.</p>	Lisa Goodwin Drale Short
13	9/26/2023	Walker Garrett	<p><u>Integrated Waste</u></p> <p>Requests that the Council receive a cost proposal for additional cans by the end of the year</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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14	9/26/2023	Tyson Begly	<p><u>Integrated Waste</u></p> <p>Requests to see revenue by Customer type (apartment types, schools, etc.)</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Drale Short
15	9/26/2023	Glenn Davis	<p><u>Integrated Waste</u></p> <p>Requests the following information:</p> <ol style="list-style-type: none"> 1. What is the total operational cost of the recycling center? 2. The annual Cost of what we have to do on maintenance, excluding heavy equipment (EPD maintenance of landfill). 3. What is the total cost to mitigate the closure of portions of the landfill? 	Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			<p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	
16	10/10/203	Joanne Cogle	<p><u>Rigdon Park</u></p> <p>Requests that we purchase a gate at Rigdon Park similar to the gate that we installed at Carver Park.</p> <p><u>Response:</u></p> <p>Staff have reached back out to Smith Metal Works to send us a current quote to do the same gate as Carver Park. We were told it would take a couple of days to get the pricing to be able to move forward.</p>	Lisa Goodwin Holli Browder
17	10/10/2023	Glenn Davis	<p><u>Judicial Building</u></p> <p>Would like to set up time with staff to ask questions about the Judicial Center that he would like addressed.</p>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<u>Response:</u> The matter is still under review. A response is expected soon.	
18	10/10/2023	Glenn Davis	<u>Judicial Building</u> Would like to look at expenditures currently and expenditures for expansions. He wants to look at the financial impact of the building and the financial impact of the construction. <div style="text-align: center; font-size: 2em; color: red; font-weight: bold;">COMPLETED</div> <u>Response:</u> Update provided at the 11/7/2023 Council meeting included information regarding current expenditures and expansion options.	Pam Hodge Ryan Pruett
19	10/24/2023	Toyia Tucker	<u>Demolitions</u> Would like to request a list of dates for upcoming demolitions that have been approved. She is specifically inquiring about when 1209 Carmel Court 31907 will be demolished. <u>Response:</u> Update on 1209 Carmel Court 11/6/2023	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
			The owner pulled a permit two years ago and completed some work on the home, which caused Code Enforcement to close the demolition case. We have since restarted the demolition process on the home in October 2023 due to no more progress being made in the repair process. This home will appear on the next demolition list that appears to Council.	
20	10/31/2023	Tyson Begly	<p><u>Street Paving</u></p> <p>Requests to see numbers of our average score for increasing mileage for our paving projects.</p> <p>COMPLETED</p> <p><u>Response:</u></p> <p>Provided presentation to Council at work session on 10/31. Handed Council District maps and current list of streets for paving as funding allows.</p>	Pam Hodge Donna Newman
21	10/31/2023	Bruce Huff	<p><u>Pools</u></p> <p>Requests that we work with Girls Inc and the Boys and Girls Club for access to their pools since Frank D Chester doesn't have a pool for kids to use.</p> <p><u>Response:</u></p>	Lisa Goodwin Holli Browder

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			The matter is still under review. A response is expected soon.	
22	10/31/2023	Toyia Tucker	<p><u>Trash</u></p> <p>Requests that we look into ways to reduce the amount of trash that the league leaves behind at Shirley B Winston</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Holli Browder
23	10/31/2023	Joanne Cogle	<p><u>Animal Control Audit</u></p> <p>Would like to request an update on how we have responded to the Animal Control Audit within the next few weeks. She would also like to discuss the euthanasia policy.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Drale Short

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
24	10/31/2023	Joanne Cogle	<p><u>Animal Control Audit</u></p> <p>Would like to request an update on how we have responded to the Animal Control Audit within the next few weeks. She would also like to discuss the euthanasia policy.</p> <p><u>Response:</u></p> <p>The matter is still under review. A response is expected soon.</p>	Lisa Goodwin Drale Short
25	11/8/23	Charmaine Crabb	<p><u>Judicial Building Update</u></p> <p>Would like to request a list of items that have been cut from the judicial building in order to accommodate the budget</p> <p>COMPLETED</p> <p><u>Response:</u></p> <p>The budget presented at the 11/7/2023 Council meeting includes all necessary components identified by the User Groups and Design Team. This includes appropriate levels of finish materials, all requested Audio-Visual Systems, appropriate electrical, mechanical, and plumbing systems, and exterior skin as shown in the renderings.</p>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
26	11/8/23	Charmaine Crabb	<p><u>Speed Detection Devices</u></p> <p>Requests speed detection devices on Windsor Drive and Canterbury Drive</p> <p>COMPLETED</p> <p><u>Response:</u></p> <p>Ordering additional radar feedback signs. Will consider this area along with other request received for prioritization.</p>	Pam Hodge Donna Newman
27	11/8/23	Toyia Tucker	<p><u>Speed Detection Devices</u></p> <p>Wants to report that he speed detection devices on North Star Drive is no longer working</p> <p>COMPLETED</p> <p><u>Response:</u></p> <p>A bulb was replaced in the school flasher. It is now functional.</p>	Pam Hodge Donna Newman
28	11/8/23	Toyia Tucker	<p><u>18 Wheelers</u></p> <p>Complained about 18-wheelers parking at the corner of Woodruff Farm Rd and Forrest Rd. She requests that we contact the landowner and explain that we want the property cleaned out.</p> <p>COMPLETED</p>	Pam Hodge Ryan Pruett

Columbus Consolidated Government ~ Council Referrals

Item #	Date of Request	Requested by:	Proposed Work Session Item and/or Referral	Assigned Depart.
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			<p><u>Response:</u></p> <p>The owner of the property is a corporation based in Rhode Island. Code Enforcement has contacted the owner in regards to the solid waste on the property and will advise them that citizens do not like the property being used as a parking lot.</p>	
29	11/8/23	Toyia Tucker	<p><u>18 Wheelers</u></p> <p>Requested that we contact the owner of the area at the corner of Farr Road to request that they help with our cleanup of 18-wheeler trucks.</p> <p><u>Response:</u></p> <p>Code Enforcement will contact the owner in regards to the solid waste on the property and will advise them that citizens do not like the property being used as a parking lot.</p>	Pam Hodge Ryan Pruett

File Attachments for Item:

1. RESOLUTION - A resolution excusing Councilor Joanne Cogle from the November 7, 2023 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 Joanne Cogle is hereby excused from attendance of the November 7, 2023 Council Meeting for the following reasons:

Personal Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 14th day of November 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis
Clerk of Council

B. H. "Skip" Henderson, III
Mayor

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

File Attachments for Item:

2. Minutes of the following boards:

Board of Elections & Registration, October 5, 2023

Board of Tax Assessors, #37-23



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

Item #2.

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 #37-23

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, October 30, 2023, at 9:00 A.M.

PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Todd Hammonds
Assessor Kathy Jones
Chief Appraiser/Secretary Suzanne Widenhouse
Recording Secretary Katrina Culpepper

APPROVAL OF AGENDA: Vice Chairman Carmack motions to accept agenda with noted change. Assessor Sandifer Hicks seconds and the motion carries.

APPROVAL OF MINUTES: Vice Chairman Carmack motions to accept minutes as presented. Assessor Hammonds seconds and the motion carries.

At 9:06, Taxpayer Mohamed El Alj enters the meeting. Board members inform taxpayer they will discuss his issue and will follow-up with the taxpayer once they reach a decision. Issue tabled while Deputy Chief Appraiser gathers requested information. Mr. El Alj leaves meeting.

At 9:26, Attorney Greg Ellington and Chief Appraiser Widenhouse discuss Bond Tax Abatement letter revisions. No revisions agreed to, still waiting for additional information from Development Authority.

At 9:44, Executive Session entered to discuss legal matters. Update only, no decision reached.

At 10:00, Board locates values from previous years concerning Taxpayer Mohamed El Alj. Vice Chairman Carmack motions to send him corrected notice and then he will have 45 days to appeal. Assessor Jones seconds and the motion carries.

"An Equal Opportunity / Affirmative Action Organization"

MEMBERS: Georgia Association of Assessors' National Association of Assessing Officials

At 10:02 , Administrative Division Manager Leilani Floyd presents to the Board:

- Appeal Certifications – Placed into record.
- Homestead – Signed & Approved.
- Homestead BOE Decision - # 144 006 003 Vice Chairman Carmack motions to authorize an appeal. Assessor Hammonds seconds and the motion carries.

At 10:16, Personal Property Manager Stacy Pollard presents to the Board:

- Motor Vehicle Appeal – Signed & Approved.
- Late Appeal – # P0934701 was presented and Board took no action.

At 10:22, Commercial Div. Property Manager Jeff Milam presents for Residential & Commercial Divisions to the Board:

- Waiver & Releases - Signed & Approved.
- BOE Results – #033 018 004 Vice Chairman Carmack motions to authorize an appeal. Assessor Sandifer Hicks seconds and the motion carries. All other results Signed & Approved.

At 10:37, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - #094 019 007 & 031; 109 001 001; 110 016 002 & 003; 188 035 021 & 026 – Signed & Approved.

At 10:44, Chief Appraiser Suzanne Widenhouse presents to the Board:

- DOR Digest Review – Review had no major findings and was overall very positive.
- Legislative Committee Presentation Update
- GAAO Conference Update
- Board Policy Revision – new public meeting policy adopted by the Board. In the near future, a new form pertaining to this will be posted online for Taxpayers to access, in the meantime form is available via email request or in person.

At 11:09, Chairman Govar adjourns the meeting without any objections.

Suzanne Widenhouse
Chief Appraiser/Secretary

APPROVED: _____



MIN# 38 - 23 NOV 06 2023

J. GOVAR
CHAIRMAN

L. SANDIFER HICKS
ASSESSOR

K. JONES
ASSESSOR

T.A. HAMMONDS
ASSESSOR

T. CARMACK
VICE CHAIRMAN



Board of Elections and Registrations

Post Office Box 1340
Columbus, Georgia 31902-1340
"Georgia's First Consolidated Government"
(706) 653-4392

Item #2.

Margaret S. Jenkins, Chair
Uhland "U. D." Roberts, Vice-Chair
Linda Parker
Edwin Roldan
Diane Scrimshire

Muscogee County Board of Elections and Registration October 5, 2023 Minutes

The monthly meeting for the Muscogee County Board of Elections and Registration was held Thursday, October 5th. Vice Chairperson Uhland Roberts called the meeting to order at 2p.m. Chair Margaret Jenkins available by phone for meeting due to medical excuse.

Board Comments: N/A

Agenda Request: N/A

Approval of Minutes:

- Edwin Roldan seconded Linda Parker notion to approve the July 6th and August 3rd board meeting minutes.

New Business:

- **Continuity of Operations Plan-** A plan will be developed and after approval from the board will be set in place to ensure the continued performance of essential functions during a range of emergencies.
- **Department of Homeland Security Assessment-** An on-site assessment of the Elections Office and the North Warehouse location was done on August 28th by Homeland Security. Recommendations to enhance safety features will follow.
- **Obituaries and Vital Report Totals-** Linda Parker seconded Edwin Roldan motion to accept the 33 obituary deaths for the month of September.
- **List Maintenance 2023-**
 1. NCOA- Out of County
 2. NCOA- Out of State

Old Business:

- **Precincts-2024-Discussion-** Mt. Pilgrim new address is 409 Ford Dr.; Elizabeth Bradley Turner is being moved to 3100 Gentian Blvd the Cunningham Center; and Holsey Monumental will no longer be a voting precinct. Voters will now vote at Gateway Church located at 6650 Buena Vista Rd. Wynnton has notified the elections office they no longer want to be a polling location. Director Nancy Boren and the Board will investigate possible relocation options. Our Lady of Lourdes precinct is looking to get the electrical outlets fixed to remain a voting precinct.

Public Comments Regarding Agenda Items: No public comments.

Correspondence: N/A



Board of Elections and Registrations

Post Office Box 1340
Columbus, Georgia 31902-1340
"Georgia's First Consolidated Government"
(706) 653-4392

Item #2.

Margaret S. Jenkins, Chair
Uhland "U. D." Roberts, Vice-Chair
Linda Parker
Edwin Roldan
Diane Scrimshire

No further business Vice-Chair, Uhland Roberts, adjourned the meeting at 2:30 p.m.

Respectfully Submitted,

Uhland Roberts
Vice-Chairperson

File Attachments for Item:

3. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

ANIMAL CONTROL ADVISORY BOARD: Ms. Nancy A. Anderson was nominated to succeed Ms. Jayne Dunn. (*Councilor Garrett's nominee*) Term expires: October 15, 2025

BOARD OF HEALTH: Dr. Bantwal Baliga was nominated to succeed Dr. James Lopez. (*Councilor Barnes' nominee*) Term expires: December 31, 2028

**Columbus Consolidated Government
Board Appointments – Action Requested**

3. **COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:**

- A. **ANIMAL CONTROL ADVISORY BOARD:** Ms. Nancy A. Anderson was nominated to succeed Ms. Jayne Dunn. (*Councilor Garrett's nominee*) Term expires: October 15, 2025
- B. **BOARD OF HEALTH:** Dr. Bantwal Baliga was nominated to succeed Dr. James Lopez. (*Councilor Barnes' nominee*) Term expires: December 31, 2028

File Attachments for Item:

4. Historic & Architectural Review Board - Council Appointments {Historic District Residents and Liberty Cultural Center, Inc. Recommendation}

BOARDS, COMMISSIONS & AUTHORITIES

Historic & Architectural Review Board (BHAR): This board encourages preservation, maintenance, and improvements of buildings of historic and/or architectural significance within the Historic Districts. It has eleven (11) members appointed by the Columbus Council, one architect registered in the State of Georgia, one member of the Columbus Homebuilders Association, one members of the Historic Columbus Foundation, one member of the Historic District Preservation Society, one member of the Columbus Board of Realtors, one member of the Uptown Business Association, one member of the Liberty Cultural Center, Inc., two members who are residents of historic districts created by the Columbus Council, and two members serving at-large. (Columbus Code, Sec. 9.3.1 through 9.3.16)

<u>Board Members</u>	<u>Term Expiration</u>	<u>Appointment</u>
Rev. Curtis West (SD-29)	01/31/2024	Council (Liberty Cultural Center, Inc.)
Libby Smith (SD-15)	01/31/2024	Council (Historic District Resident)
Marjorie “Mollie” Smith (SD-15)	01/31/2024	Council (Historic District Resident)
Jack Hayes (SD-29)	01/31/2025	Council (Columbus Homebuilders Association)
Alex Griggs (SD-15)	01/31/2025	Council (Architect)
Toney Johnson (SD-15)	01/31/2025	Council (Historic District Preservation Society)
Tyler J. Pritchard (SD-15)	01/31/2025	Council (Historic Columbus Foundation)
Shea E. Spencer (SD-15)	01/31/2026	Council
Fran Poole Carpenter (SD-15)	01/31/2026	Council
Jennifer Lamb (SD-15)	01/31/2026	Council (Board of Realtors)
Emily Flournoy (SD-15)	01/31/2026	Council (Uptown Business Association)

Expiring Term(s):

The terms of office for Reverend Curtis West, Libby Smith, and Marjorie “Mollie” Smith will expire on January 31, 2024. These are three (3) year terms that would expire on January 31, 2027. These are the Council’s Appointments; Majorie “Mollie” Smith and Rev. Curtis West are eligible to succeed themselves; Libby Smith is not eligible serve another term.

NOTE: *Nominations received from the respective organizations may be confirmed on meeting date presented.*

File Attachments for Item:

5. Request for Refund of Property Tax as submitted by Mr. Will White, on behalf of Ms. Elizabeth Heard, for two properties located at: 7636 Schomburg Road and 7381 Blackmon Road.



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center
3111 Citizens Way
Columbus, GA 31906

Mailing Address:
PO Box 1340
Columbus, GA 31902

Telephone (706) 653-4398, 4402
Fax (706) 225-3800

Board Members

Jayne Govar
Chairman

Lanitra Sandifer Hicks
Assessor

Kathy J. Jones
Assessor

Todd A. Hammonds
Assessor

Trey Carnack
Vice Chairman

Chief Appraiser
Suzanne Widenhouse

September 19, 2023

Will White
7206 Schomburg Road
Columbus, GA 31909

RE: Request for refund Elizabeth Heard 102 006 006 – 7636 Schomburg Road TY 2020, 2021, 2022
101 001 008 – 7381 Blackmon Road TY 2020, 2021, 2022

Dear Mr. White,

Your request, on behalf of Elizabeth Heard, for refund of taxes paid was submitted to the Board of Assessors, September 11, 2023.

After reviewing the facts of the request, the Board of Assessors has decided it is not within their authority to request the issuance of a refund for tax years 2020 and 2021, there being no basis under 48-5-311, both appeals were withdrawn and the burden fell to Ms. Heard to prove her qualifications for the Conservation Use Valuation Assessment (CUVA), which she failed to do.

The Board of Assessors also decided it would be inappropriate to issue a refund for tax year 2022, since there is an active Superior Court appeal on both properties for that year. Any refund would be issued at the conclusion of the appeal, should Ms. Heard prevail.

The Board of Assessors does not have the authority to request the issuance of any refunds under 48-5-380. Any such request would need to be made directly to Columbus City Council.

Please feel free to contact me with any further questions.

Sincerely,

Suzanne Widenhouse
Chief Appraiser

Cc: Lula Huff, Tax Commissioner
Sandra Davis, Clerk of Council
Clifton Fay, City Attorney

To: Columbus, Georgia, Board of Tax Assessors; Muscogee County City Council

From: Will White
7206 Schomburg Road
Columbus, Georgia 31909
wwhite@greystoneproperties.net

Copy: **Mitchell Graham**
G. Roger Land & Associates
(404) 237-2500 ext. 3349
mitchell@lawnet.org

Date: August 31, 2023

Re Request for Refund of Property Tax Difference Under Conservation Use Valuation (CUVA)
Elizabeth Heard Parcel 102 006 006 – 7636 Schomburg Road
Elizabeth Heard Parcel 101 001 008 – 7381 Blackmon Road

I represent my Mother (Elizabeth Heard) regarding a refund of Ad valorem taxes for the past three years on the above Parcels. Specifically, I am requesting a refund of the cost difference in property taxes that were charged on the above Parcels compared to the taxes that should have been assessed under a Conservation Use Valuation during the years 2020, 2021, 2022. Elizabeth Heard's Conservation Use Valuation application was inaccurately denied by the Tax Assessors during these years.

The reduction in assessed value under CUVA results in substantial cost savings for property owners. Unfortunately, despite meeting all the necessary criteria for the conservation use, the application was denied by the Tax Assessors in each of the mentioned years.

We have diligently followed all the guidelines and regulations outlined by the State of Georgia for obtaining conservation status. It is disheartening to learn that the applications were inaccurately denied without proper consideration of the facts and regulations governing such applications. The denial of our application has not only resulted in higher property tax payments for Elizabeth Heard but also undermines the commitment to environmental conservation that our community values.

We kindly request that the Board of Tax Assessors and/or the City Council conduct a thorough review of our case and initiate the process for a refund of the cost difference in property taxes that we should have been entitled to under the Conservation Use Valuation.

Thank you for your prompt attention to this matter. We look forward to a positive response from the City regarding the resolution of this issue. Should we need to provide additional information, please let us know in writing what you may specifically require.

Please feel free to contact us for any additional information.

