Council Members					
R. Gary Allen Charmaine Crabb	Jerry 'Pops' Barnes Glenn Davis	John M. House Bruce Huff	R. Walker Garrett Toyia Tucker	Judy W. Thomas Evelyn 'Mimi' Woodson	
Clerk of Council Sandra T. Davis					
MBUS, GA					



Council Chambers C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906 March 22, 2022 5:30 PM Regular Meeting

MAYOR'S AGENDA

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

<u>INVOCATION</u>: Offered by Rev. David L. Stallion, Sr. at Mount Pilgrim Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

<u>1.</u> Approval of minutes for the March 8, 2022 Council Meeting and Executive Session.

UPDATE:

2. An update on COVID-19

PROCLAMATIONS:

- 3. **<u>PROCLAMATION:</u>** Child Abuse Prevention Month
 - **<u>RECEIVING:</u>** Exchange Club of Columbus
- 4. **<u>PROCLAMATION:</u>** Ride the Wave Championship Day

RECEIVING:

Coaching Staff

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Spencer High School Varsity Boys Basketball Team &

RESOLUTION:

5. Resolution – A Resolution express our deep appreciation to Frank Morast, former President of the Hospital Authority of Columbus, Georgia, for his thirty years of service to the Columbus Consolidated Government.

CITY ATTORNEY'S AGENDA

ORDINANCES

- 2nd Reading- REZN-01-22-0072: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 2947 Mimosa Street (parcel # 067-046-010) from NC (Neighborhood Commercial) Zoning District to SFR3 (Single Family Residential 3) Zoning District. Planning Department and PAC recommend approval. (Councilor Huff)
- **2. 2nd Reading-** An Ordinance amending Chapter 13 of the Columbus Code to revise Section 13-109 to prohibit maintaining a swimming pool in a manner that causes a health hazard or noxious odors; and for other purposes. (Councilor Barnes)
- 3. 1st Reading- REZN-11-21-2154: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 0 Old Guard Road (parcel # 079-001-001) from RE1 (Residential Estate 1) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department recommends denial, and PAC recommends approval subject to school and traffic study.) (Councilor Davis)
- 4. 1st Reading- An ordinance providing for the demolition of various structures located at: 1000 Peachtree Drive (Working With Houses LLC, Owner); 2816 Baldwin Street (Joe & Lucinda Collier, C/O Charlie Collier, Owner); 600 8th Street (Phillip & Thomas Real Estate Holding LLC, Owner); 27 Munson Drive (Alpeshkumar Patel, Owner); 3822 3rd Avenue (Lange Realty LLC, Owner); 1502 Virginia Street (Ed M Wohlwender Jr, Owner); 2600 14th Avenue (Dennis R Deal, Owner); 167 Munson Drive (Geraldine Toler Owens, Owner); 3232 Urban Avenue (Isabelle Spence, Owner); 2315 Hamilton Avenue (Doug Mann, Owner); 909 Charleston Avenue (Josephine W Banks Life Estate, Owner)(Mayor Pro-Tem)
- 5. 1st Reading- An ordinance extending the business and occupation tax licensing deadline established by local law for the year 2022; and for other purposes. (Mayor Pro-Tem)



PUBLIC AGENDA

- 1. Mr. Ladarius Colbert, Re: A social complaint to bring forth an issue of occurrence within the Muscogee County criminal court system.
- 2. Ms. Jessica Palmer, Re: Citizen safety.
- <u>3.</u> Mr. Paul S. Olson, Re: 1) The Mayor's Biography on city website, 2) City's purchase of Synovus building and 3) Double roundabout intersection of Lynch Road and Highway 80 and intersection end of Macon Road and Highway 80.
- 4. Mr. Jerome Lawson, representing Twist Skillit LLC, Re: The ARP funding eligibility need for clarity.

CITY MANAGER'S AGENDA

<u>1.</u> Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus

Approval is requested to enter into a subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

<u>2.</u> Street Acceptance – That portion of Ripple Ridge located in Section Three, Creekrise

Approval is requested for the acceptance of that portion of Ripple Ridge located in Section Three, Creekrise. The Engineering Department has inspected said street and recommends the acceptance.

<u>3.</u> Street Acceptance – That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines

Approval is requested for the acceptance of that portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines. The Engineering Department has inspected said streets and recommends the acceptance.

4. Purchase of 5212 Ray Drive, Columbus, Georgia 31904

Approval is requested for the purchase of 5212 Ray Drive, Columbus, Georgia 31904 in the amount of \$140,000 for damage to the home after the collapse of a sewage and storm drainpipe.

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5. Risk Management Donations for Worker's Compensation Seminar for Public Entities

Approval is requested to accept financial donations from businesses and organizations to be used for the presentation of a full-day Worker's Compensation Seminar for Public Entities.

6. Acquisition of 19 land parcels from Snyder's-Lance located on 8th Ave., 9th Ave, and 9th St.

Approval is requested to enter into a purchase and sale agreement with Snyder's-Lance to purchase 19 properties for \$71,525 plus any applicable closing costs. The acquisition will allow the City of Columbus to expand development opportunities in this area.

7. Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant

Approval is requested to apply for a grant in the amount of \$12,642.75 or as otherwise awarded from the Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant with amendment made to the Multi-Government Fund by the award amount. The funds will be used for the purchase of 100 tear away safety vests, 200 personal warning safety lights and 25 LED safety batons.

8. PORCH (Providing Overdose Reversal to give Columbus Hope) Project Grant

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the PORCH Project from October 1, 2022 to September 30, 2026 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program.

9. Mott's Green Additional Funding

Approval is requested to utilize federal funding with a local 20 percent match estimated at \$103,400 to complete the Mott's Green project and execute a GDOT contract amendment and other documents to complete the project.

10. PURCHASES

- A. Traffic Safety Equipment (Annual Contract) RFB No. 22-0014
- B. Fiber Contractor Services (Re-Bid) (Annual Contract) RFB No. 22-0030
- <u>C.</u> Adoption of GDOT Procurement Policy for the Procurement Management and Administration of Engineering and Design-Related Consultant Services
- D. Payment for Dialysis Treatment for Muscogee County Jail Inmates



E. Avanan Harmony Email & Collaboration Advanced Software for Information Technology – Georgia Statewide Contract

11. UPDATES AND PRESENTATIONS

- A. Monthly Finance Update Angelica Alexander, Finance Director
- B. TSPLOST Update on Public Meetings Pam Hodge, Deputy City Manager

BID ADVERTISEMENT

March 23, 2022

1. <u>Stretcher Preventative Maintenance for Fire & EMS Dept (Annual Contract) – RFB No.</u> 22-0029

Scope of Bid

Upon notification by Columbus Fire and EMS, the successful vendor shall provide preventive maintenance service on an annual basis for the department stretchers, stair chairs and cot fastening systems, to include future implementation of the Stryker powerload system. Costs for labor for repairs outside of preventive maintenance shall include price listing of replacement parts related to the stretchers, stair chairs and cot fastening systems, both manual and powerload.

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

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

<u>1.</u> <u>Minutes of the following boards:</u>

Animal Control Advisory Board, January 12, 2022

Board of Tax Assessors, #07-22 and #08-22

Board of Water Commissioners, February 14, 2022

Board of Zoning Appeals, December 1, 2021 and February 2, 2022

Hospital Authority of Columbus, January 25, 2022

Housing Authority of Columbus, January 19, 2022

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Public Safety Advisory Commission, February 17, 2022

River Valley Regional Council, February 23, 2022

BOARD APPOINTMENTS- ACTION REQUESTED:

2. <u>MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR</u> <u>THIS MEETING:</u>

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Rev. Joseph Baker

(Mayor's Appointment)

<u>Not</u> Eligible to succeed Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

Women: 8 Senatorial District 15: 9 Senatorial District 29: 4

B. CONVENTION & VISITORS BOARD OF COMMISSIONERS:

<u>Amish Das</u> Hotel/Motel Industry *Resigned* Term Expires: December 31, 2023 (Mayor's Appointment)

Mayor Henderson is nominating Pace Halter for the seat of Amish Das.

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

Women: 4 Senatorial District 15: 5 Senatorial District 29: 4

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3. <u>COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:</u>

- A. <u>ANIMAL CONTROL ADVISORY BOARD</u>: Mr. Raymond Culpepper was nominated to serve another term of office. (*Councilor Huff's nominee*) Term expires: April 11, 2024
- **B.** <u>ANIMAL CONTROL ADVISORY BOARD:</u> Ms. Sabine Stull was nominated to serve another term of office as the Animal Rescue representative. (*Councilor Huff's nominee*) Term expires: April 11, 2024
- C. <u>ANIMAL CONTROL ADVISORY BOARD</u>: Ms. Courtney Pierce was nominated to serve another term of office as the PAWS Humane Society representative. (*Councilor Huff's nominee*) Term expires: April 11, 2024
- **D. <u>DEVELOPMENT AUTHORITY</u>:** Mr. Dallis Copeland was nominated to serve another term of office. (*Mayor Pro Tem Allen's nominee*) Term expires: April 30, 2026
- E. <u>DEVELOPMENT AUTHORITY</u>: Mr. Tyson Begley was nominated to succeed Mr. Alfred Blackmar. (*Councilor Garrett's nominee*) Term expires: April 30, 2026
- **F. <u>EMPLOYEE BENEFITS COMMITTEE:</u>** Ms. Holli Browder was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) Term expires: April 30, 2025
- G. <u>EMPLOYEE BENEFITS COMMITTEE:</u> Ms. Nancy Boren was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) Term expires: April 30, 2025

4. <u>COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE</u> <u>CONFIRMED FOR THIS MEETING:</u>

A. <u>CIVIC CENTER ADVISORY BOARD:</u>

<u>Roeaster Coles</u>- Nominating Rev. Gregory Blue <u>Not</u> Eligible to serve another term Term Expired: March 1, 2022

(District 3- Huff)

These are three-year terms. Board meets every other month.

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B. <u>COMMUNITY DEVELOPMENT ADVISORY COUNCIL:</u>

Tamika McKenzie- Nominating Michael Ernst (No longer resident of CD5) Term Expires: March 27, 2022

(District 5- Crabb)

Open for Nominations (Council's Appointment)

5. <u>COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR</u> <u>THE NEXT MEETING:</u>

A. ANIMAL CONTROL ADVISORY BOARD:

Lindsay Ellis

No longer a resident Term Expires: October 15, 2023 These are two-year terms. Board meets as needed.

Women: 7 Senatorial District 15: 3 Senatorial District 29: 5

B. HISTORIC & ARCHITECTURAL REVIEW BOARD:

<u>Cathy Williams</u> (Historic Columbus Foundation) <u>Not</u> Eligible to succeed Term Expired: January 31, 2022 Open for Nominations (Council's Appointment)

These are three-year terms. Board meets monthly.

Women: 6 Senatorial District 15: 10 Senatorial District 29: 1

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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.

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File Attachments for Item:

1. Approval of minutes for the March 8, 2022 Council Meeting and Executive Session.

COUNCIL OF COLUMBUS, GEORGIA

<u>CITY COUNCIL MEETING</u> <u>MINUTES</u>

Council Chambers C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906 March 8, 2022 9:00 AM Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor B. H. "Skip" Henderson, III, and Mayor Pro Tem R. Gary Allen and Councilors Jerry "Pops" Barnes (arrived at 9:12 a.m.), Charmaine Crabb, R. Walker Garrett, John M. House, Bruce Huff, 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: Councilors Glenn Davis and Evelyn "Mimi" Woodson were absent.

<u>The following documents were distributed to the members of Council:</u> (1) 2021 Columbus Consolidated Government Annual Report; (2) Muscogee County Sheriff's Office 2021 Annual Report; (3) Public Health Concerns at H.A.N.D.S. Daycare Information

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

<u>INVOCATION</u>: Offered by Rev. Joseph E. Baker at Saint James AME Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the February 22, 2022, Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

UPDATE:

2. An update on COVID-19

<u>Mayor B. H. "Skip" Henderson</u> gave a brief update on COVID-19. He explained that we have recently, within the CCG owned buildings, relaxed our face mask mandate to a recommendation. He stated there are N-95 masks available for visitors to the facilities that are concerned with the mask mandate being lifted. He thanked the members of the community for their efforts in preventing the spread of the virus.

CITY MANAGER'S AGENDA

5. <u>UPDATES AND PRESENTATIONS</u>

A. City Manager's FY21 Annual Report - Crystal Farley, Chief of Staff to City Manager

<u>City Manager Isaiah Hugley</u> introduced the Chief of Staff for his office, Crystal Farley. He explained the need for the millennials working in the background to be brought to the forefront as they are impact players and bring a lot of fresh ideas to the table. He also acknowledges the work contributed by another millennial in his office, Zoe Hightower, for her help on the report. (*NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item* 5 "A")

<u>Chief of Staff Crystal Farley</u> approached the rostrum to provide the City Manager's FY21 Annual Report. She went over the layout of the annual report, stating each department for public safety and general government have provided information on the impact they are having on the community. She explained the annual report would be made available on the CCG website and social media pages.

CITY ATTORNEY'S AGENDA

ORDINANCES

1. Ordinance (22-014) - 2nd Reading- REZN-08-21-1522: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 6500 / 6516 Lynch Road (parcel # 129-001-001 / 129-001-002) from SFR2 (Single Family Residential 2) Zoning District to GC (General Commercial) Zoning District with conditions. (Planning recommends conditional approval and PAC recommends approval.) (As amended 2-22-22) (Mayor Pro-Tem) Mayor Pro Tem Allen made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

Mayor Pro Tem Allen made a motion to allow Mr. Billy Sims to speak regarding the proposed rezoning, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

<u>Mr. Billy Sims</u> came forward expressing his concerns and asked a question regarding the conditions set in the proposed rezoning regarding liquor sales for future businesses.

2. 2nd Reading- REZN-10-21-1929: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 877 Farr Road (parcel # 089-011-004) from RMF2 (Residential Multifamily 2) Zoning District to GC (General Commercial) Zoning District. Planning Department and PAC recommend approval. (Councilor Huff) Councilor Huff made a motion to deny the ordinance, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

Councilor Bruce Huff explained that he has met and spoken with the residents in the area of Farr Road several times and they are opposed to any zoning changes at this time, so he made a motion to deny the proposed rezoning.

 1st Reading- REZN-01-22-0072: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 2947 Mimosa Street (parcel # 067-046-010) from NC (Neighborhood Commercial) Zoning District to SFR3 (Single Family Residential 3) Zoning District. Planning Department and PAC recommend approval. (Councilor Huff)

<u>Ms. Danita Gibson Lloyd</u> approached the rostrum to answer questions by the members of Council. There were none.



4. 1st Reading- An Ordinance amending Chapter 13 of the Columbus Code to revise Section 13-109 to prohibit maintaining a swimming pool in a manner that causes a health hazard or noxious odors; and for other purposes. (Continued on 1st Reading from 2-22-22) (Councilor Barnes)

<u>Councilor Jerry "Pops" Barnes</u> expressed concern for one of his constituents, who is in poor health and is not able to enjoy her backyard due to a neighborhood having stagnant water in their backyard. He stated the smell is horrendous and the bacteria that grows in the water is a health hazard.

BULK SOLID WASTE – EVICTIONS ORDINANCE

<u>Councilor Charmaine Crabb</u> stated she has been working on the bulk waste ordinance since she tabled it a few weeks prior, and she wishes to table it indefinitely to allow more time for research. She explained she believes there is a bigger problem when it comes to bulk waste other than just evictions and we should be focusing on the areas that are going to have the biggest impact.

<u>City Manager Isaiah Hugley</u> stated he knows what the staff of Public Works deals with and continuing to do things the way it has always been done is going to continue the problem. He explained the city does not have the resources to address all the debris on the properties and in the streets.

PUBLIC AGENDA

- 1. Ms. Shannon Rowe, representing Turman Realty Company, Inc., Re: The proposed ordinance to amend Code Section 13-172.2.
- 2. Mr. Brian Ribeiro, Re: The proposed ordinance to amend Code Section 13-172.2.
- 3. Mr. Marvin Broadwater, Sr., Re: Crime rate in Columbus and mistreatment of the Police Chief.
- 4. Mr. Paul S. Olson, Re: 1) Property tax relief 3 mills to legally reduce to 1 mills -indigent care,
 2) Non-renewal contract with Columbus Regional / Piedmont, 3) Mayor & Council and 4) \$25 million fine imposed on Columbus Regional / false claim/ Stark Act.
- Ms. Wylee Toms, representing Faith Home for Girls Inc/dba/HANDS Adult Daycare, Re: The Department of Engineering & Inspections and Code Enforcement relating to property at 1228 – 24<u>th</u> Street.
- 6. Mr. Wane Hailes, representing Columbus Branch NAACP, Re: The Fraternal Order of Police's vote of no confidence for the Chief of Police.
- 7. Mr. Adrian Chester, representing Interdenominational Ministerial Alliance, Re: Columbus Police Department.

CITY MANAGER'S AGENDA

1. 2022 Alumni Georgia Smart Communities Challenge Grant

Resolution (066-22): A resolution authorizing the Mayor, City Manager or designee to submit an application for, and if awarded, accept a 2022 Alumni Georgia Smart Communities Challenge Grant up to the amount of \$100,000, or as otherwise awarded, with 100% local match requirement of which 50% will be fulfilled as in-kind services from local partners and the Columbus Consolidated Government and 50% will be a cash match coming from the Information Technology Budget and to



amend the multi-governmental fund by the amount of the award. Councilor Huff made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

2. State Delinquency Prevention Grant Request

Resolution (067-22): A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant from the FY 2021 State Delinquency Prevention Grants Program to fund the Muscogee County Juvenile Court in the amount up to \$41,500.00, with no local match requirement, and if awarded, allow for payment of service providers, and amend the multi-governmental fund by the amount of the grant award. The grant period is from April 1, 2022 to September 30, 2022. Awardees will be eligible for continued funding through September 20, 2026 at up to \$50,000 per year. Councilor Huff made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

3. State of Georgia Homeland Security Program (SHSP) – Formulytics Software Platform

Resolution (068-22): A resolution authorizing the City Manager to accept a grant of \$50,000.00, or as otherwise awarded, from the State of Georgia Homeland Security Program, with no local match requirement and to amend the multi-governmental fund by the amount awarded. Funds will be utilized for the purchase of the Formulytics Software Platform to be used in the investigation and prosecution of criminal gang activity in accordance with the Georgia Street Gang Terrorism and Prevention Act. Councilor Tucker made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

4. PURCHASES

 A. Psychological Assessment Services for Muscogee County Sheriff's Office (Annual Contract) – RFP No. 22-0018

Resolution (069-22): A resolution authorizing the execution of an annual contract with Stephen J. Sampson, PH.D., P. C. (Loganville, GA) for psychological assessment services for the Muscogee County Sheriff's Office. The services will be procured on an as-needed basis. The recommended vendor's cost proposal is within budget. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

 B. Comprehensive Inmate Healthcare Services for Muscogee County Jail (Annual Contract) – RFP No. 22-0016

Resolution (070-22): A resolution authorizing the execution of an annual contract with Wellpath, LLC (Nashville, TN) for comprehensive healthcare services for offenders incarcerated at the Muscogee County Jail. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

Finance Director Angelica Alexander approached the rostrum to provide additional information on this purchase pursuant to Ordinance No. 13-39, stating the anticipated start date for this contract is April 1, 2022. She explained the cost associated with the selection of this vendor would be a slight budgetary increase in the amount of \$131,000 impacting the FY 2022 budget. In addition to that, there were two other items that were in queue for purchasing; a ballistic system- \$44,000 and the purchase



of the drone- \$25,000; therefore, the total request is for \$200,000 to cover all three items for the Sheriff's Office. She advised that the funding would come out of the reserves.

5. UPDATES AND PRESENTATIONS

H. Muscogee County Sheriff Update - Greg Countryman, Sheriff

<u>Finance Director Angelica Alexander</u> provided additional information on this item during her presentation for City Manager's Agenda Item #4(B). No additional action was taken.

4. <u>PURCHASES</u>

C. Recreation Management System – RFP No. 21-0025

Resolution (071-22): A resolution authorizing the purchase of a recreation management system from Vermont Systems (Essex Junction, VT). The recommended vendor's cost proposal is within budget. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

D. Radar / Speed Lasers Certification for Public Safety Departments (Annual Contract) – RFB No. 22-0023

Resolution (072-22): A resolution authorizing the execution of an annual contract with McLaggan Communications & Radar Services Inc. (Hahira, GA) to provide certification services for radars and speed lasers for the estimated annual contract value of \$12,512.50. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

E. Double Churches Pool Resurfacing – RFB No. 22-0028

Resolution (073-22): A resolution authorizing the execution of a contract with Aquatic Consulting and Equipment, Inc. (Alpharetta, GA) in the amount of \$56,880.00 to resurface the play pool at Double Churches Park. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

F. Training Taser Cartridges for Police Department

Resolution (074-22): A resolution authorizing the purchase of training taser cartridges from Axon Enterprise, Inc., (Scottdale, AZ) in the amount of \$38,350.00. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

G. Dishwasher and Gate Replacement for Muscogee County Prison

Resolution (075-22): A resolution authorizing the purchase of equipment for the Muscogee County Prison in the amount of \$88,612.95, for a dishwasher, from Mobile Fixture & Equipment Company, Inc. (Columbus, GA), and \$12,966.00, for the back gate replacement, from Integrated Security Systems (Columbus, GA). Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.



H. Gift Cards for Police Department Gun Buyback Program

Resolution (076-22): A resolution authorizing the purchase of one hundred (100) gift cards at \$250 each from Kinetic Credit Union, for a total of \$25,000.00, for the Police Department sponsored citywide Gun Buyback Program. Councilor Huff made a motion to approve the resolution, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Woodson being absent for the meeting.

Police Chief Freddie Blackmon came forward to explain the Gun BuyBack Program. He explained this is an initiative utilized by other law enforcement agencies, to provide a safety method to get guns off the streets. He stated citizens would be able to submit the firearms during various events in an anonymous manner and receive a \$250 gift card in return. He explained once received, CPD would check the firearms as the law requires with their disposal.

<u>Muscogee County Sheriff Greg Countryman</u> came forward to commend the Police Chief for his efforts in this program. He stated that he was part of the Gun BuyBack Program that was done a few years prior, and he believes the Police Chief will be extremely successful given the gift card amount that he is offering.

5. UPDATES AND PRESENTATIONS

A. City Manager's FY21 Annual Report - Crystal Farley, Chief of Staff to City Manager

(<u>NOTE:</u> This update, as provided by Chief of Staff Crystal Farley, was called upon earlier in the meeting after the Mayor's Agenda.)

B. Uptown Columbus Update/Kadie the Cow - Ed Wolverton, CEO Uptown Columbus

Uptown CEO Ed Wolverton approached the rostrum to provide information on a plan to relocate Kadie the Cow to Bay Avenue, to a more pedestrian friendly area and making her more accessible to members of the community. He explained this would be a public/private partnership, where Uptown Columbus would take the lead in raising the money to restore, repaint, and relocate her to city owned land. He explained this would also involve an endowment to maintain Kadie the Cow for ten years.

<u>Councilor Charmaine Crabb</u> expressed her concerns with the relocation of Kadie the Cow. She stated she likes the idea of the fundraising and endowment, but she does not like the idea of the money being raised only if she is relocated downtown. She explained she believes Kadie the Cow brings something special to an area that has been neglected, and she believes she should stay in this area of town.

<u>Mr. Bob Kinnett</u> came forward to express the Kinnett Family's support for the relocation of Kadie the Cow to Uptown Columbus. He stated it is the family's wish for the art icon to continue to bring happiness to families and visitors to Columbus.

C. 8th Street, 13th Street, & 17th Avenue Corridors - Donna Newman, Engineer Director and Mitchell Greenway, Stantec

Engineering Director Donna Newman came forward and introduced her Assistant Director, Vance Beck. She also introduced the update on the study conducted on the 8th Street, 13th Street and 17th Avenue corridors and the presenter, Mr. Mitchell Greenway.

<u>Mitchell Greenway</u> approached the rostrum to provide the update, giving the results of the analysis and the recommended improvements. He explained the improvements outlined in the presentation will improve parking and traffic flow.

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REFERRAL(S):

FOR THE ENGINEERING DIRECTOR:

- Provide an update on the corridor study on Steam Mill Road. (*Request of Councilor Tucker*)

I. Cure Violence Update - Reggie Lewis, Cure Violence Columbus

<u>Cure Violence Co-Founder Reggie Lewis</u> approached the rostrum to provide an update on the Cure Violence Program after the assessment done in September 2021. He stated Cure Violence will be coming under the Muscogee County Health Department during the beginning stages, under Dr. Asante as the Program Manager. He went on to provide additional information with the program focusing on the 31903 area to start, the funding needed for salaries and other expenses, and the mental health services that will be made available through the program. (*Note: This update was called up as listed on the City Manager's Agenda Item 5 "I" and presented as the next order of business.*)

<u>**City Manager Isaiah Hugley**</u> advised that we anticipate a MOU (Memorandum of Understanding) would be brought forward to use ARP (American Rescue Plan) funding up to \$500,000.

D. Columbus Parks and Recreation Pools Update - Holli Browder, Parks and Recreation Director

Parks and Recreation Director Holli Browder came forward to provide an update on the community pools and what to expect in the future. She explained the Shirley B. Winston and Psalmond Road outdoor pools will remain closed due to the same issues as the previous year. She stated the only outdoor pool that was open in 2021 was Rigdon Road Pool and provided images of the various maintenance issues that are being experienced at this pool. The recommendation was then made for the Rigdon Road pool to be closed for the upcoming summer for the health and safety of the community, with the Double Churches Pool and Aquatics Center being available for use.

<u>Finance Director Angelica Alexander</u> approached the rostrum to provide information on advancing SPLOST funded projects.

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

Public Works Director Drale Short approached the rostrum to provide an update on solid/yard waste. She stated they are still operating with five open daily routes in residential waste collection, with no backlog, and twenty-five vacant positions since February 21, 2021. She went over the use for the new trash cans being delivered to residents and provided information on the schedule to dispose of old waste cans with the implementation of automated trash pick-up.

REFERRAL(S):

FOR THE PUBLIC WORKS DIRECTOR:

- When picking up bulk waste, ask drivers to pick up all bulk waste on a street when answering a request. (*Request of Mayor Pro Tem Allen*)

- Think about the city picking up yard waste whether it is from a lawn service or not. (Mayor Pro Tem Allen)

- See about opening the landfill on the weekends so citizens who are working during the week can dispose of their bulk waste. (*Request of Councilor Crabb*)

F. Mott's Green Update - Rick Jones, Planning Director

<u>Planning Director Rick Jones</u> came forward to provide a brief update on Mott's Green Project. He explained the bid has been out on three different occasions, with the bids being rejected for various



reasons. He stated the third bid came in at approximately \$1.2 million. He also provided information on how these funds would be made up with \$733,000 in remaining funds, another \$517,000 is needed, with \$413,600 of these needed funds being available through federal sources, and the remaining \$130,400 would be made up of local funding.

G. Civic Center Update - Rob Landers, Civic Center Director

Finance Director Angelica Alexander approached the rostrum to provide information on a request for additional funding for the FY 2022 budget for the Civic Center pursuant to Ordinance No. 13-39. She explained there is a budget adjustment needed in the amount of \$2 million to pay promoters for scheduled events, which would be offset by the sale of tickets.

Councilor Tucker made a motion to make the budget adjustment of \$2 million to the FY 2022 budget for the Civic Center, seconded by Mayor Pro Tem Allen and carried unanimously by the six members present, with Councilors Barnes and Crabb being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

BID ADVERTISEMENT

March 9, 2022

1. <u>Removal, Recycling, Reuse or Disposal of Mattresses and Box Springs from Pine Grove</u> <u>Landfill (Annual Contract) – RFB No. 22-0032</u>

Scope of Bid

Provide services on an "as needed" basis for the removal, recycling, reuse or disposal of mattresses and box springs for the Columbus Consolidated Government Public Works Department.

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

2. <u>Stretcher Preventative Maintenance for Fire & EMS Dept (Annual Contract) – RFB No.</u> 22-0029

Scope of RFB

Upon notification by Columbus Fire and EMS, the successful vendor shall provide preventive maintenance service on an annual basis for the department stretchers, stair chairs and cot fastening systems, to include future implementation of the Stryker powerload system. Costs for labor for repairs outside of preventive maintenance shall include price listing of replacement parts related to the stretchers, stair chairs and cot fastening systems, both manual and powerload.

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

March 16, 2022

1. <u>Side Loader 31-Yard Refuse Trucks – RFB No. 22-0027</u> Scope of Bid

Provide a minimum of thirty (30), but not to exceed forty (40), side loader 31-yard refuse trucks with RFID Tag readers installed on the trucks.

March 18, 2022

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

The Columbus Consolidated Government is seeking to contract with qualified vendors to perform Lot Clearing and Solid Waste Removal, on an "as needed" basis, for the collection



of dumped bulky waste, the removal of solid and/or bulky waste on abandoned property as determined by the Inspections and Code Department, and for the purpose of collecting waste for court ordered evictions within Muscogee County.

The contract term shall be for two years with the option to renew for three additional twelvemonth 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. Resignation Letter of Amish Das to relinquish his seat on the Convention & Visitors, Board of Commissioners. Councilor Garrett made a motion to receive the resignation with regrets, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

2. <u>Minutes of the following boards:</u>

Board of Tax Assessors, #05-22 and #06-22

Convention & Visitors, Board of Commissioners, January 19, 2022

River Valley Regional Commission, January 26, 2022

Mayor Pro Tem Allen made a motion to receive the minutes of various boards, seconded by Councilor Garrett and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

ADD-ON RESOLUTION (077-22): A Resolution excusing the absence of Councilor Glenn Davis from the March 8, 2022, Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

<u>ADD-ON RESOLUTION (078-22)</u>: A Resolution excusing the absence of Councilor Evelyn "Mimi" Woodson from the March 8, 2022, Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

BOARD APPOINTMENTS - ACTION REQUESTED

3. <u>MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR</u> <u>THIS MEETING:</u>

A. HOUSING AUTHORITY OF COLUMBUS:

A nominee for the seat of Jeanella Pendleton (*Eligible to succeed*) for a term expiring on April 30, 2022, on the Housing Authority of Columbus (*Mayor's Appointment*). There were none. (*See Below for the final action.*)



4. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

- A. <u>DEVELOPMENT AUTHORITY:</u> Mr. Charles Sheffield was nominated to fill the unexpired term of the late Mr. Russ Carreker. *(Councilor Davis' nominee)* Term expires: April 30, 2024. Mayor Pro Tem Allen made a motion to confirm the appointment of Charles Sheffield to the Development Authority, seconded by Councilor Huff and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.
- B. <u>HISTORIC & ARCHITECTURAL REVIEW BOARD:</u> Mr. Jack Hayes was nominated to succeed Mr. William Bray (Columbus Homebuilders Association representative). (*Councilor Davis' nominee*) Term expires: January 31, 2025. Councilor Crabb made a motion to confirm the appointment of Jack Hayes on the Historic & Architectural Review Board, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.
- C. <u>PLANNING ADVISORY COMMISSION:</u> Dr. Xavier McCaskey was nominated to serve another term of office. (*Councilor Barnes' nominee*) Term expires: March 31, 2025. Councilor Tucker made a motion to confirm the appointment of Dr. Xavier McCaskey to the Planning Advisory Commission, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

5. <u>COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE</u> <u>CONFIRMED FOR THIS MEETING:</u>

A. <u>COMMUNITY DEVELOPMENT ADVISORY COUNCIL:</u>

A nominee for the seat of Barbara Chambers (<u>Not</u> eligible to succeed) for a term expiring on March 27, 2022, as the District 1 Representative on the Community Development Advisory Council (District 1 - Barnes). Clerk of Council Davis submitted Councilor Barnes' nomination of Charolette Ingram to succeed Barbara Chambers. Mayor Pro Tem Allen made a motion to confirm the appointment of Charolette Ingram on the Community Development Advisory Council, seconded by Councilor House and carried unanimously by the seven members present, with Councilor Barnes being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

6. <u>COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR</u> <u>THE NEXT MEETING:</u>

A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Raymond Culpepper (*Eligible to succeed*) for a term expiring on April 11, 2022, on the Animal Control Advisory Board (*Council's Appointment*). Councilor Huff nominated Raymond Culpepper to succeed himself on the Animal Control Advisory Board.

A nominee for the seat of Sabine Stull (*Eligible to succeed*) for a term expiring on April 11, 2022, as the Animal Rescue Representative on the Animal Control Advisory Board (*Council's Appointment*). Councilor Huff nominated Sabine Stull to succeed herself on the Animal Control Advisory Board.

A nominee for the seat of Courtney Pierce (*Eligible to succeed*) for a term expiring on April 11, 2022, as the PAWS Humane Representative on the Animal Control Advisory Board (*Council's Appointment*). Councilor Huff nominated Courtney Pierce to succeed herself on the Animal Control Advisory Board.

F	Page 10 of 12	2
	- Page 20 -	

A nominee for the seat of Lindsay Ellis (*No longer a resident*) for a term expiring on October 15, 2023, on the Animal Control Advisory Board (*Council's Appointment*). There were none.

B. <u>DEVELOPMENT AUTHORITY:</u>

A nominee for the seat of Dallis Copeland (*Eligible to succeed*) for a term expiring on April 30, 2022, on the Development Authority (*Council's Appointment*). Mayor Pro Tem Allen nominated Dallis Copeland to succeed himself on the Development Authority.

A nominee for the seat of Alfred Blackmar (*Does not desire reappointment*) for a term expiring on April 30, 2022, on the Development Authority (*Council's Appointment*). Councilor Garrett nominated Tyson Begly to succeed Alfred Blackmar on the Development Authority.

C. <u>EMPLOYEE BENEFITS COMMITTEE:</u>

A nominee for the seat of Director Holli Browder (*Eligible to succeed – Interested in serving another term*) as a Department Director/Assistant Director Representative for a term that expires on April 30, 2022, on the Employee Benefits Committee (*Council's Appointment*). Councilor Huff nominated Director Holli Browder to succeed herself as a Department Director/Assistant Director Representative on the Employee Benefits Committee.

A nominee for the seat of Director Nancy Boren (*Eligible to succeed – Interested in serving another term*) as a Department Director/Assistant Director Representative for a term that expires on April 30, 2022, on the Employee Benefits Committee (*Council's Appointment*). Councilor Huff nominated Director Nancy Boren to succeed herself as a Department Director/Assistant Director Representative on the Employee Benefits Committee.

D. HISTORIC & ARCHITECTURAL REVIEW BOARD:

A nominee for the seat of Cathy Williams (<u>Not</u> Eligible to succeed) as the Historic Columbus Foundation Representative for a term that expires on January 31, 2022, on the Historic & Architectural Review Board (*Council's Appointment*). There were none.

3. <u>MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR</u> <u>THIS MEETING:</u>

A. HOUSING AUTHORITY OF COLUMBUS:

A nominee for the seat of Jeanella Pendleton (*Eligible to succeed*) for a term expiring on April 30, 2022, on the Housing Authority of Columbus (*Mayor's Appointment*). At the request of Mayor Henderson, this nomination was called upon again at this time with Mayor Henderson nominating Jeanella Pendleton to succeed herself. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Huff and carried unanimously by the six members present, with Councilors Barnes and Tucker being absent for the vote, and Councilors Davis and Woodson being absent for the meeting.

EXECUTIVE SESSION:

Mayor Henderson entertained a motion to go into Executive Session to discuss matters of real estate acquisition and disposal as requested earlier in the meeting by City Attorney Fay. Mayor Pro Tem Allen made a motion to go into Executive Session, seconded by Councilor Huff and carried



unanimously by the seven members present, with Councilor Barnes being absent for the vote, Councilors Davis and Woodson being absent for the meeting, and the time being 1:37 p.m.

The regular meeting reconvened at 2:08 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss matters of real estate, as well as, 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 Mayor Pro Tem Allen to adjourn the March 8, 2022, Regular Council Meeting, seconded by Councilor Garrett and carried unanimously by the seven members present with Councilor Barnes being absent for the vote, Councilors Davis and Woodson being absent for the meeting, and the time being 2:09 p.m.

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

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- Page 22 -	

File Attachments for Item:

5. Resolution – A Resolution express our deep appreciation to Frank Morast, former President of the Hospital Authority of Columbus, Georgia, for his thirty years of service to the Columbus Consolidated Government.

A RESOLUTION NO.____

WHEREAS, Frank Morast, III, recently retired after over thirty-six years from service to the Columbus Consolidated Government and the citizens of Columbus, Georgia;

WHEREAS, Frank was a life-long resident of Columbus having been born on August 29, 1960 to Frank Morast, Jr. and Kathleen Morast. Early on Frank was called "Brother" and many of his old friends still call him "Brother". Frank grew up at 1422 Elmwood Drive in Overlook, attended Wynnton and Brookstone, and graduated from Columbus High in 1978. Frank attended both Columbus State University and Georgia Southwestern University and received a degree from Georgia Southwestern University in 1985.

WHEREAS, shortly after graduation, Frank began his career with the Columbus Consolidated Government in the Revenue Department on February 24, 1986.

WHEREAS, early in Frank's career, Frank Lambert recognized his skills managing people and finance. With his encouragement, Frank began working with the Hospital Authority of Columbus, Georgia and the Muscogee Manor Nursing Home on July 17, 1995.

WHEREAS, Frank saw a need to be a certified Nursing Home Administrator and he successfully received his Licensed Nursing Home Administrator certificate on April 9, 1998 becoming the first CEO to have a Nursing Home license. Later, Frank was certified to be an instructor;

WHEREAS, Frank has had the longest tenure as CEO having been CEO for over 26 years. When Frank started, the Hospital Authority of Columbus, Georgia had 242 beds at Muscogee Manor;

WHEREAS, Frank successfully acquired Azalea Trace Nursing Center in February, 2012 and successfully acquired Hamilton House Nursing Center in June, 2013;

WHEREAS, Frank recognized the need for new and better care for the elderly and disabled in our community and led the Hospital Authority of Columbus, Georgia in the construction and opening of Orchard View Rehabilitation and Skilled Nursing Center with 200 beds which was completed on February 28, 2015 and the construction and opening of Ridgecrest Rehabilitation and Skilled Nursing Center with 84 beds which was completed on February 8, 2021;

WHEREAS, during Frank's illustrious career as CEO of the Hospital of. Columbus, Georgia, it has grown to become the largest caregiver of the elderly in Muscogee County and one of the most profitable, best run nursing homes in the entire State. Currently, the Hospital Authority of Columbus, Georgia is certified to have 480 beds;

- Page 24 -

WHEREAS, Frank was sometime called the Leonardo da Vinci of fishing and hunting because of his skills as an avid fisherman, hunter and later becoming a master chef learning how to cook everything he caught and killed;

WHEREAS, Frank followed in his father's and grandfather's footsteps and became a local Indian archeologist and artifact collector his entire life; and

WHEREAS, Frank Morast has devoted almost his entire career to taking care of the elderly and disabled citizens of Columbus, Georgia, and his efforts are worthy of special recognition by this Council of this incredible service to our community.

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

We hereby express our deep appreciation to Frank Morast, former President of the Hospital Authority of Columbus, Georgia, for his service and dedication to the elderly and disabled citizens of Columbus, Georgia. His contributions to the Columbus community will long be remembered. Let a copy of this Resolution be forwarded to Frank Morast and the Board of the Hospital Authority of Columbus, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 22 day of February, 2022 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

> SANDRA T. DAVIS, CLERK OF COUNCIL

B.H. "SKIP" HENDERSON, III MAYOR

File Attachments for Item:

1. 2nd Reading- REZN-01-22-0072: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **2947 Mimosa Street** (parcel # 067-046-010) from NC (Neighborhood Commercial) Zoning District to SFR3 (Single Family Residential 3) Zoning District. Planning Department and PAC recommend approval. (Councilor Huff)

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 **2947 Mimosa Street** (parcel # 067-046-010) from NC (Neighborhood Commercial) Zoning District to SFR3 (Single Family Residential 3) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from NC (Neighborhood Commercial) Zoning District to SFR3 (Single Family Residential 3) Zoning District:

"All that real estate situated and being in Land Lot 93 of the Coweta Reserve of Muscogee County, Georgia and being known and designated as all of Lot Two (2), in Block "C", of Wynnton Terrace, a subdivision of Columbus, Muscogee County, Georgia, as said lot is shown on a map or plat of said Subdivision recorded in Plat Book 3, Page 227, in the office of the Clerk of the Superior Court of Muscogee County, Georgia, and reference is made to said plat for the particular dimensions and location of said lot.

Situated thereon is dwelling numbered 2947 Mimosa Street according to the present system of numbering dwellings in Columbus, Georgia

Said property is conveyed subject to all valid restrictive covenants of record applicable thereto and zoning regulations currently in effect in Columbus, Georgia."

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 8th day of March, 2022; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2022 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen	voting
Councilor Barnes	voting
Councilor Crabb	voting
Councilor Davis	voting
Councilor Garrett	voting
Councilor House	voting
Councilor Huff	voting
Councilor Thomas	voting
Councilor Tucker	voting
Councilor Woodson	voting
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Sandra T Davis Clerk of Council	- Page 27 -	B. H. "Skip" Henderson, III
CIEIR OI COUIICII	-	Mayor



CONSOLIDATED GOVERNMENT What progress has preserved. PLANNING DEPARTMENT

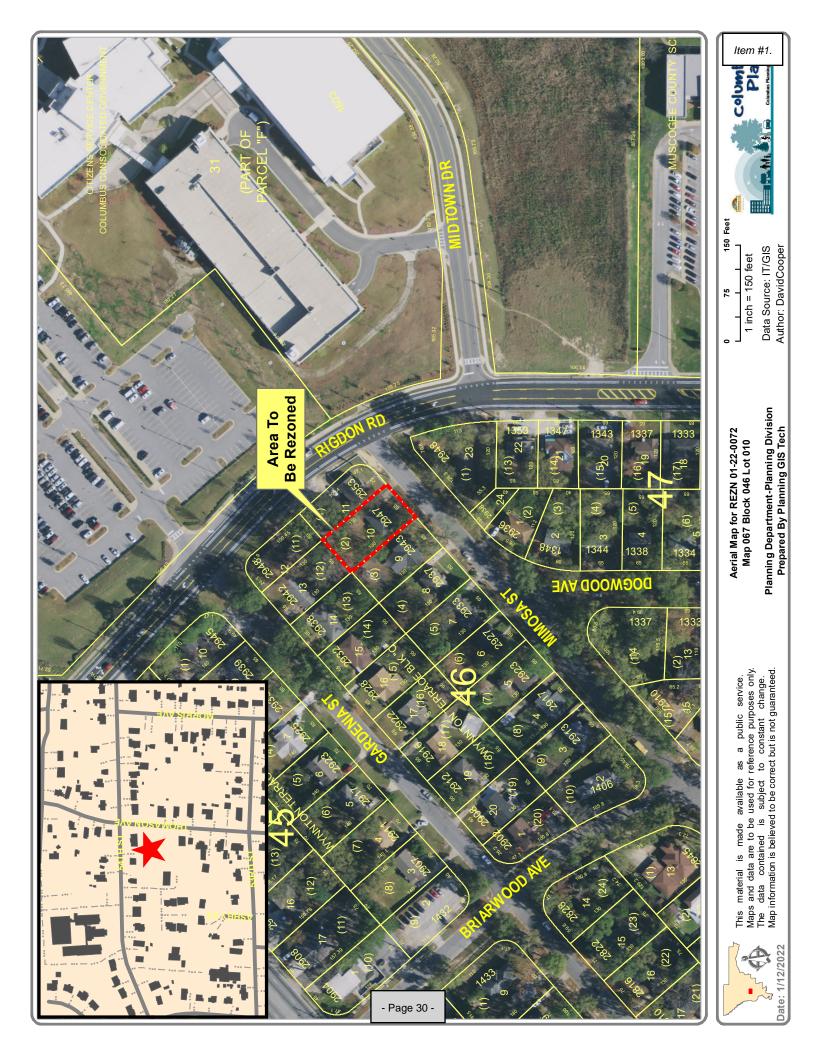
COUNCIL STAFF REPORT

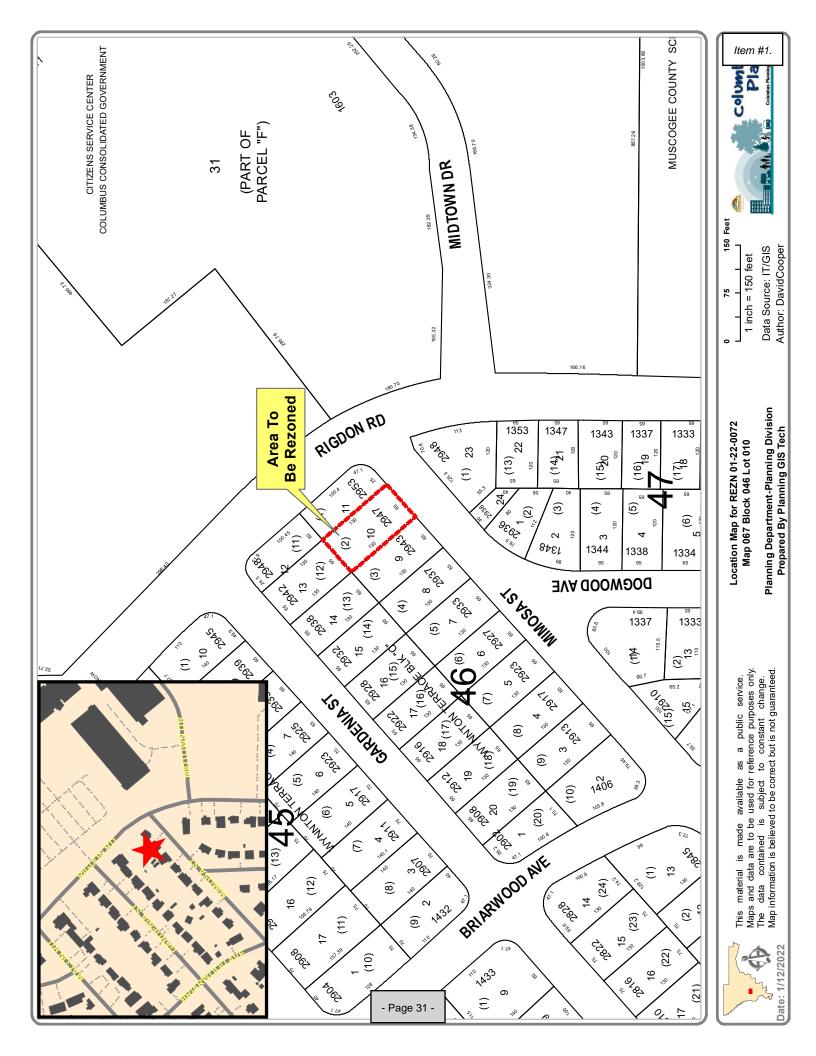
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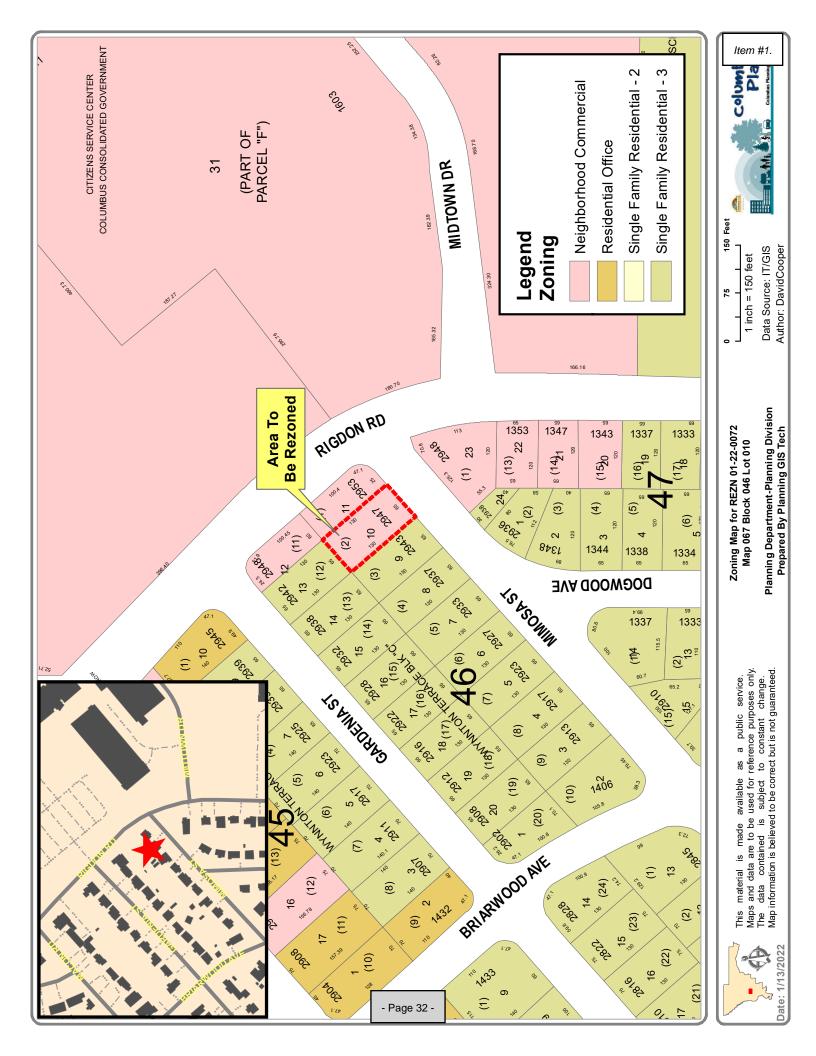
Applicant:	Danita Lloyd	
Owner:	Same	
Location:	2947 Mimosa Street	
Parcel:	067-046-010	
Acreage:	0.19 Acres	
Current Zoning Classification:	NC (Neighborhood Commercial)	
Proposed Zoning Classification:	SFR3 (Single Family Residential 3)	
Current Use of Property:	Single Family Residential	
Proposed Use of Property:	Single Family Residential	
Council District:	District 3 (Huff)	
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.	
Planning Department Recommendation:	Approval based on compatibility with existing land uses.	
Fort Benning's Recommendation:	N/A	
DRI Recommendation:	N/A	
General Land Use:	Consistent Planning Area D	
Current Land Use Designation:	General Commercial	
Future Land Use Designation:	Single Family Residential	

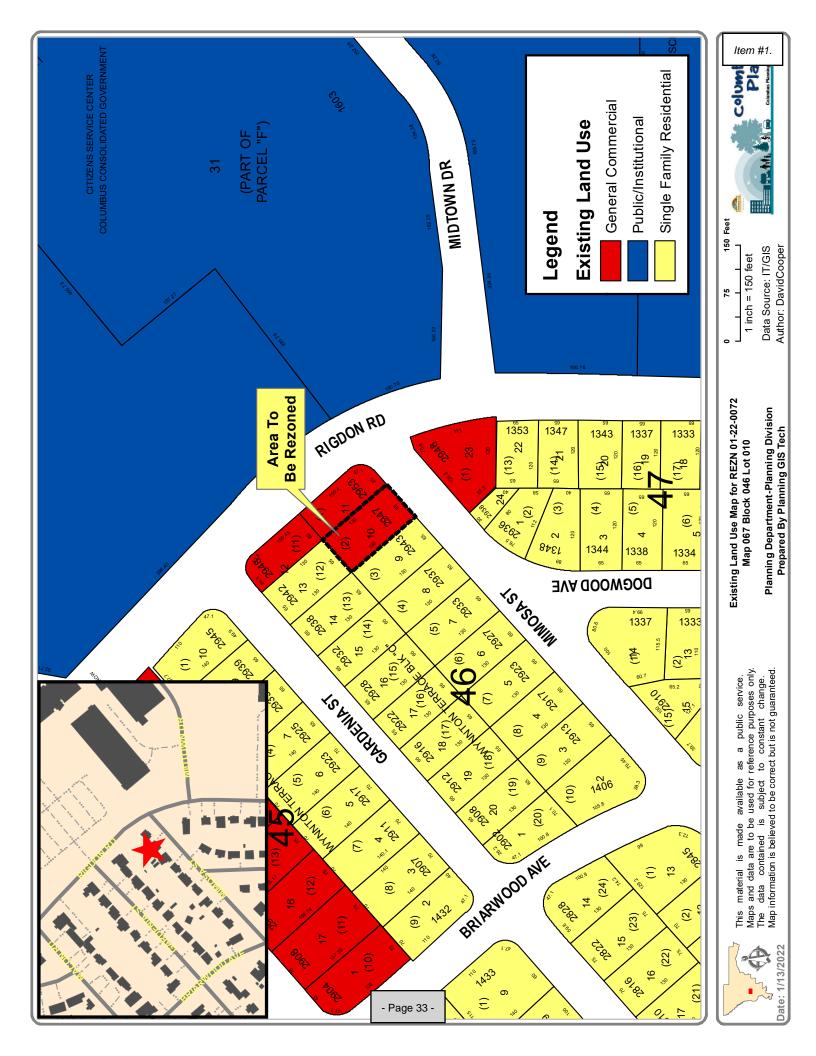
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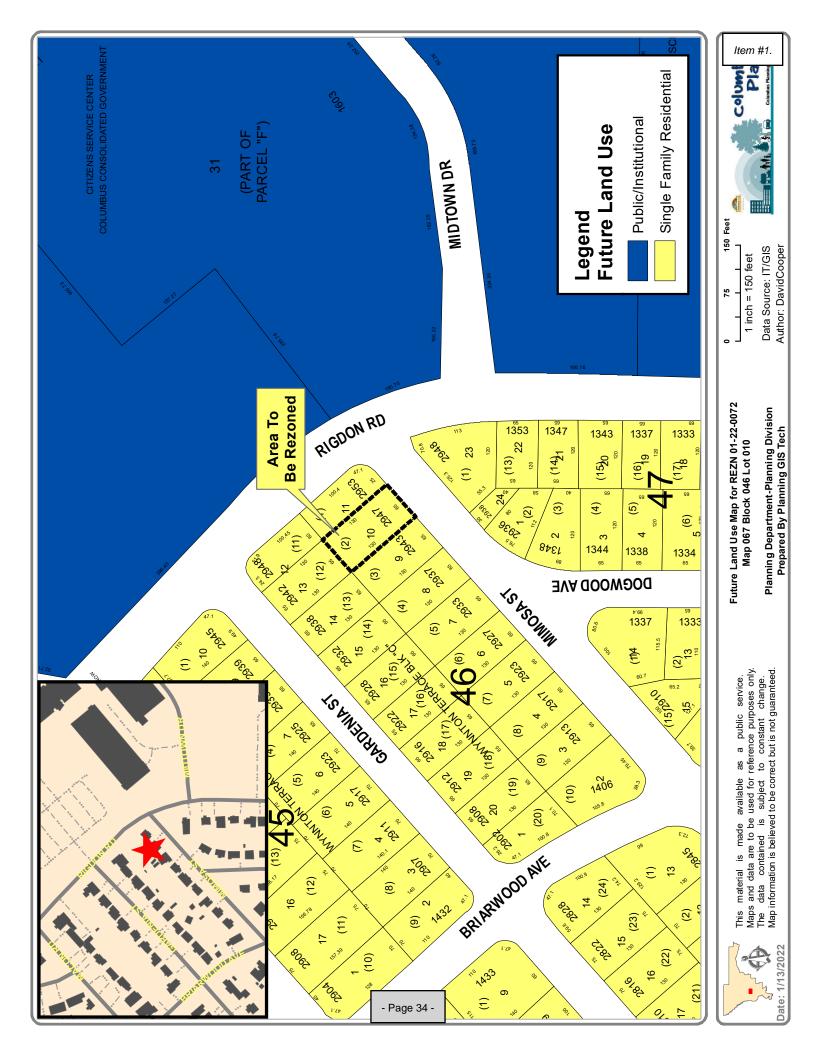
Compatible with Existing Land-Uses:		Yes	
Environmental Impacts:		The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.	
City Services:		Property is served by all city services.	
Traffic Impact:		Average Annual Daily Trips (AADT) will be reduced to 10 trips from 24 trips if used for residential use. The Level of Service (LOS) will remain at level A.	
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.	
Surrounding Zoning:	North South East West	SFR3 (Single Family Residential 3) SFR3 (Single Family Residential 3) NC (Neighborhood Commercial) SFR3 (Single Family Residential 3)	
Reasonableness of Request:	:	The request is compatible with existing land uses.	
School Impact:		N/A	
Buffer Requirement:		N/A	
Attitude of Property Owners:		Thirty-five (35) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.	
	Approval Opposition	0 Responses 0 Responses	
Additional Information:		N/A	
Attachments:		Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report	











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ZONING CASE NO.	PROJECT	CLIENT	REZONING REQUEST

REZN 01-22-0072 2947 Mimosa Street

NC to SFR3

LAND USE

210 & 715 Neighborhood Commercial (NC) Single Family Residential 3 - (SFR3) NC - Acreage converted to square footage. SFR3 - Number of lots

TRIP END CALCULATION*

	ITE	ITE Zone			
Land Use	Code	Code Code	Quantity	Trip Rate	Trip Rate Total Trips
Daily (Existing Zoning)					
Single Tenant Office Building	715	NC	0.19 Acres	11.57	24
				Total	24
Daily (Proposed Zoning)					
Single Family Detached Housing	210	210 SFR3	1 Lot	9.57	10
				Total	10

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

TRAFFIC PROJECTIONS

EXISTING ZONING (NC)

Name of Street	Rigdon Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	2
City Traffic Count (2020)	6,190
Existing Level of Service (LOS)**	A
Additional Traffic due to Existing Zoning	24
Total Projected Traffic (2021)	6,214
Projected Level of Service (LOS)**	A
Note: ** Denotes Loval of Sonias Bosod on National Standards for Different Eacility Tyne / TABL E4	Standards for Different Eacility Type (TABI

PROPOSED ZONING (SFR3)

Name of Street	Rigdon Road
Street Classification	Undivided Arterial w/center In
No. of Lanes	2
City Traffic Count (2020)	6,190
Existing Level of Service (LOS)**	A
Additional Traffic due to Proposed	10
Total Projected Traffic (2021)	6,200
Projected Level of Service (LOS)**	A

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

File Attachments for Item:

2. 2nd Reading- An Ordinance amending Chapter 13 of the Columbus Code to revise Section 13-109 to prohibit maintaining a swimming pool in a manner that causes a health hazard or noxious odors; and for other purposes. (Councilor Barnes)

AN ORDINANCE NO. _____

An Ordinance amending Chapter 13 of the Columbus Code to revise Section 13-109 to prohibit maintaining a swimming pool in a manner that causes a health hazard or noxious odors; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEARBY ORDAINS:

SECTION 1.

Section 13-109 of the Columbus code is hereby repealed and replaced with a new Section

13-172.2 to read as follows:

Sec. 13-109. - Water standing—Drainage required.

- (a) It shall be unlawful for the owner or occupant of any lot, yard, or premise in the city, or for any agent or representative of any such owner or occupant, to permit rain, drainage or stagnant water to stand or remain upon such lot, yard, or premises or in any cellar in a manner that may constitute a health hazard as determined by the commissioner of health. In a natural drainage situation from one lot to another, it shall be unlawful for the owner of the lower lot to restrict the flow of water willfully or by neglect or otherwise to cause water to stagnate on the upper lot or lots.
- (b) It shall be unlawful for the owner of any swimming pool to permit rain, drainage or stagnant water to stand or remain in such swimming pool in a manner that causes a health hazard or noxious odors which unreasonably prohibit enjoyment of adjacent property. Citations for violation of this subsection may be issued by any health department enforcement official, any sworn law enforcement officer, or any special enforcement officer of Columbus, Georgia.
- (c) Persons violating this Section shall be subject to the penalties provided in Section 1-8 of this Code.

SECTION 2.

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

First introduced at a regular meeting of the Council of Columbus, Georgia held on the 22nd day of February, 2022, and introduced on second reading at a regular meeting of said Council held on the _____ day of ______, 2022 and adopted at said meeting by the affirmative vote of ______ members of said Council.

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

Sandra T. Davis

Clerk of Council

B.H. "Skip" Henderson, III

Mayor

File Attachments for Item:

3. 1st Reading- REZN-11-21-2154: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 0 Old Guard Road (parcel # 079-001-001) from RE1 (Residential Estate 1) Zoning District to SFR4 (Single Family Residential 4) Zoning District. (Planning Department recommends denial, and PAC recommends approval subject to school and traffic study.) (Councilor Davis)

NO._____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **0 Old Guard Road** (parcel # 079-001-001) from RE1 (Residential Estate 1) Zoning District to SFR4 (Single Family Residential 4) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

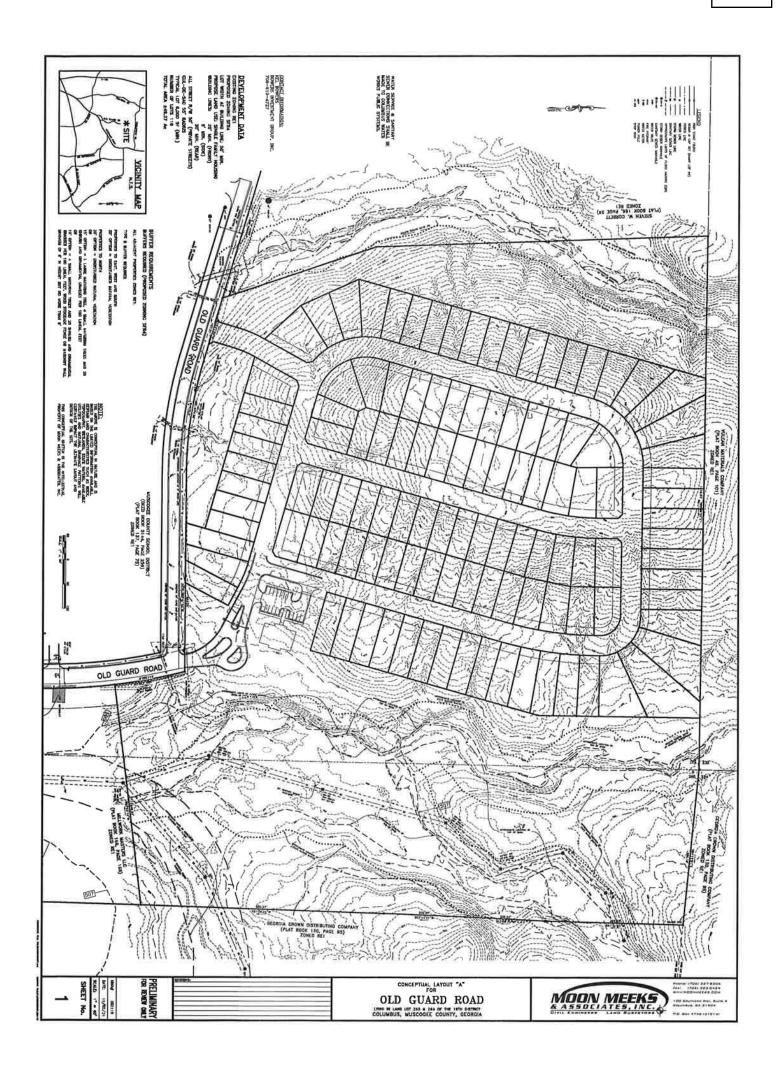
That the Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from RE1 (Residential Estate 1) Zoning District to SFR4 (Single Family Residential 4) Zoning District:

All that lot, tract or parcel of land situate, lying and being part of Land Lots 264 and 265, 19th District Columbus, Muscogee County, Georgia, and being known and designated as "PARCEL A-1, 49.27 Ac.", as said lot is shown upon that certain map or plat entitled "Replat of Part of Parcel A & Parcel B, Property of Steven W. Corbett, Part of Land Lots 264 & 265, 19th District, Columbus, Muscogee County, Georgia," prepared by Moon, Meeks & Associates, Inc., dated March 19, 2021, and recorded in Plat Book 166, Page 286, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia, to which map or plat reference is made for the more particular location and dimensions of said lot.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 22_day of March, 2022; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2022 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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





CONSOLIDATED GOVERNMENT What progress has preserved. PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-11-21-2154

Applicant:	Banana Bay, LLC
Owner:	Same
Location:	0 Old Guard Road
Parcel:	079-001-001
Acreage:	49.27 Acres
Current Zoning Classification:	RE1 (Residential Estate 1)
Proposed Zoning Classification:	SFR4 (Single Family Residential 4)
Current Use of Property:	Vacant / Raw Land
Proposed Use of Property:	Single Family Residential Subdivision
Council District:	District 2 (Davis)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Denial based on need for traffic and school impact study.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area A
Current Land Use Designation:	Vacant / Undeveloped
Future Land Use Designation:	Mixed Use

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Compatible with Existing La	nd-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 <u>increase</u> to 1,110 from 469 trips if used for residential use. The Level of Service (LOS) will remain at level B.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.
Surrounding Zoning:	North South East West	RE1 (Residential Estate 1) RE1 (Residential Estate 1) RE1 (Residential Estate 1) RE1 (Residential Estate 1)
Reasonableness of Request:	:	The request is compatible with existing land uses.
School Impact:		N/A
Buffer Requirement:		N/A
Attitude of Property Owner	s:	Thirty-five (35) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.
	Approval Opposition	0 Responses 0 Responses
Additional Information:		PAC tabled this case on December 15, 2021 requesting that the applicant provide a traffic study and school impact study. Applicant has declined to do this and has requested to move forward with PAC Hearing.
	Γ	Muscogee County School District is concerned with the increased traffic along Old Guard Road and at the intersection of Veterans Parkway. Both schools located along Old Guard Road are at or near

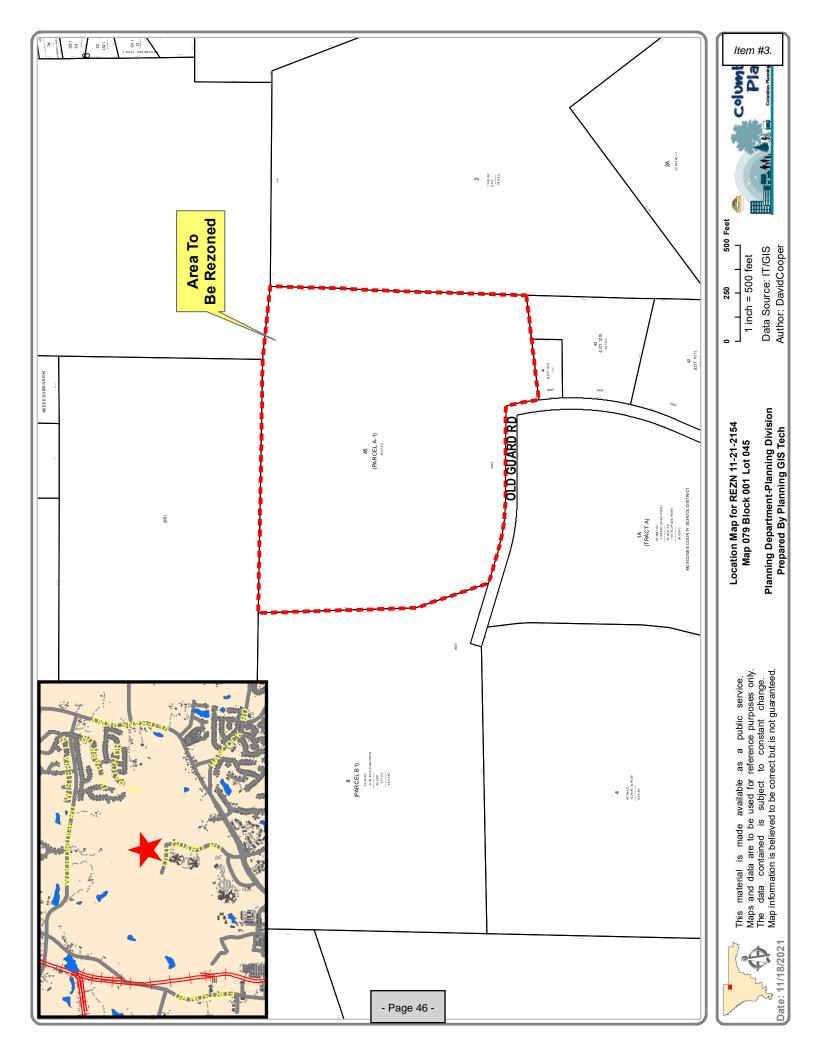
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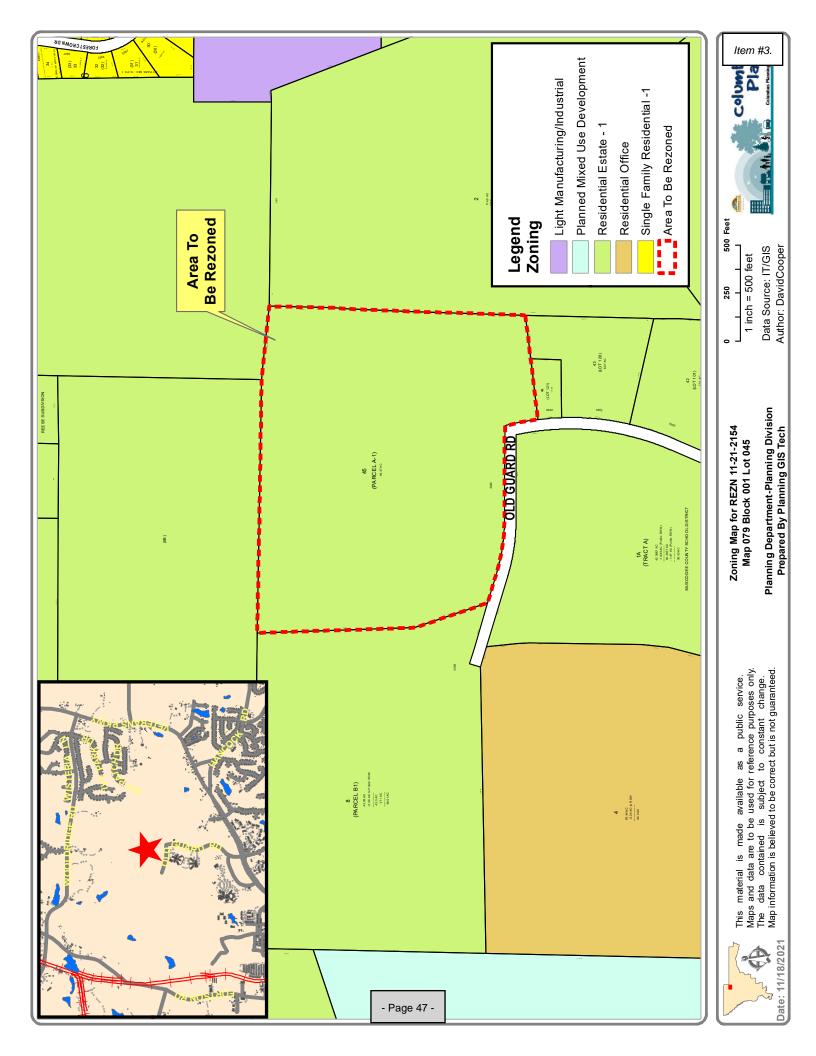
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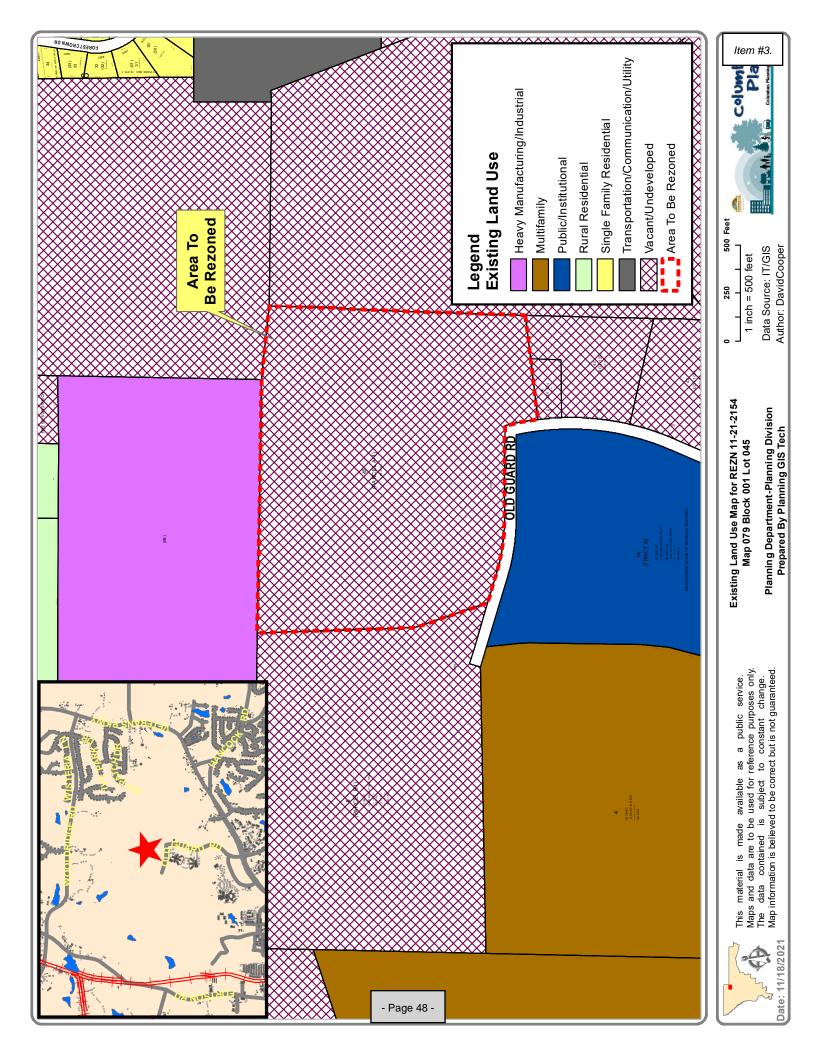
Attachments:

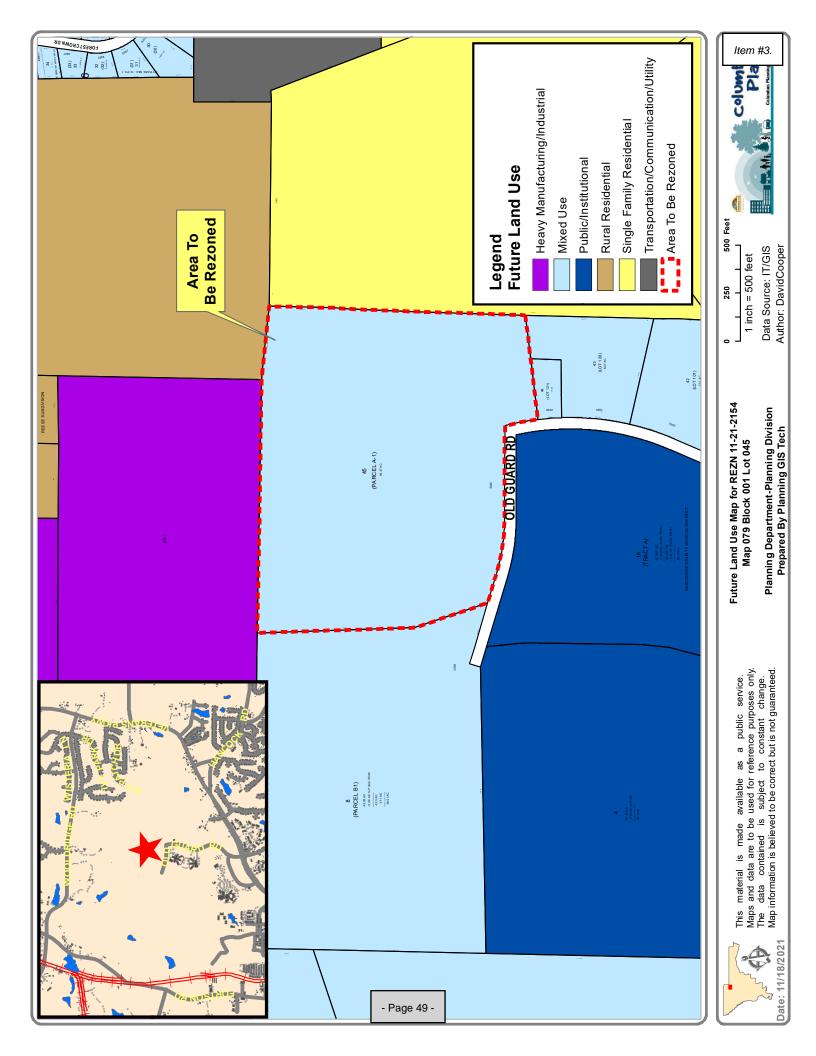
Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Site Plan











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REZN 11-21-2154 Old Guard Road

RE1 to SFR4

			ST
ZONING CASE NO.	PROJECT	CLIENT	REZONING REQUEST

LAND USE

Trip Generation Land Use Code* Existing Land Use Proposed Land Use
Existing Trip Rate Unit Proposed Trip Rate Unit

Residential-Estate 1 (RE1) Single Family Residential 4 - (SFR4) RE-1 - One Acre Lots SFR4 - Number of Lots 210

TRIP END CALCULATION*

1,110	Total				
1,110	9.57	116 Lots	210 SFR4	210	Single Family Detached Housing
					Daily (Proposed Zoning)
469	Total				
469	9.57	49.27 Acres	RE1	210 RE1	Single Family Detached Housing
					Daily (Existing Zoning)
Trip Rate Total Trips	Trip Rate	Quantity	Code Code	Code	Land Use
			ITE Zone	ITE	

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

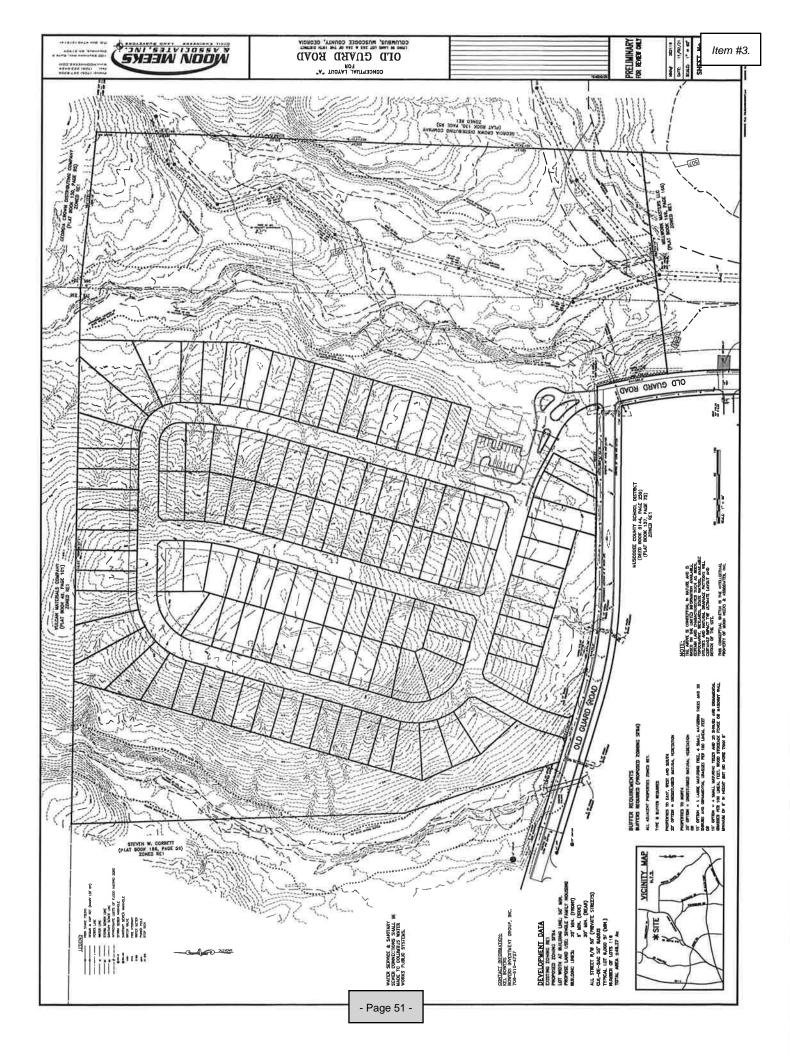
TRAFFIC PROJECTIONS

EXISTING ZONING (RE1)

•	
Name of Street	Veteran's Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2020)	14,400
Existing Level of Service (LOS)**	B
Additional Traffic due to Existing Zoning	469
Total Projected Traffic (2021)	14,869
Projected Level of Service (LOS)**	B
Note: ** Denotes Lavid of Service Besod on National Standards for Different Eacility Type (TAB) Er	tandards for Difformat Eacility Type (TAB)

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

PROPOSED ZONING (SFR4)	
Name of Street	Veteran's Parkway
Street Classification	Divided Arterial
No. of Lanes	4
City Traffic Count (2020)	14,400
Existing Level of Service (LOS)**	B
Additional Traffic due to Proposed	1,110
Total Projected Traffic (2021)	15,510
Projected Level of Service (LOS)**	B



0 OLD GUARD ROAD REZN - 11-21-2154

Item #3.

CURRENT ZONING – RE1

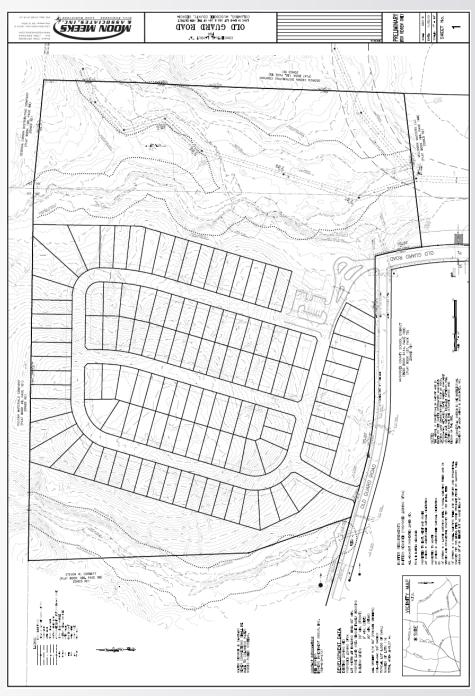


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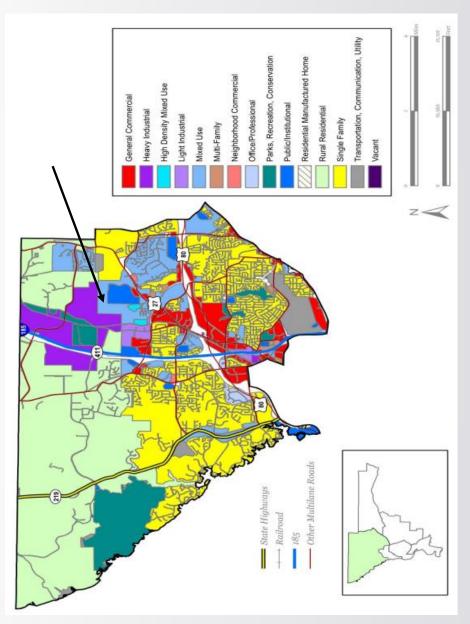
PROPOSED ZONING AND USE – SMFR-4



Item #3.

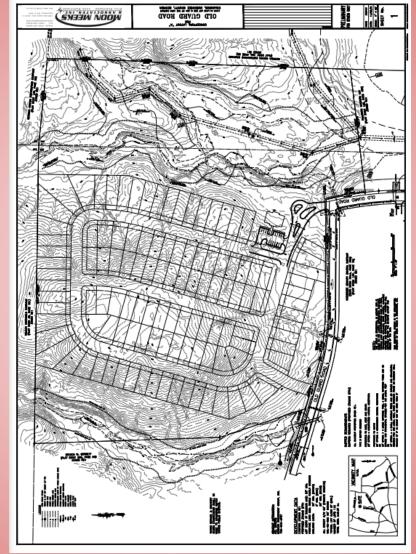
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FUTURE LAND USE – MIXED USE



ltem #3.

い ロ ±50 AC Proposed Development Old Guard Rd, Columbus, GA 31909



Contact

Frank "Kel" Bowers

706-221-6900

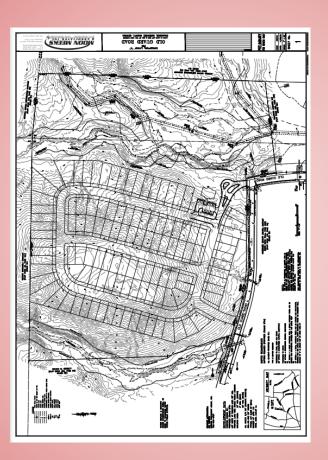
el@powersinvestmentgrp.com

6053 Veterans Pkwy Ste.200 Columbus, GA 31909

Table of Contents

pg.3	pg.4	pg.7
Development Summary	Market Overview	Property Overview

Item #3.



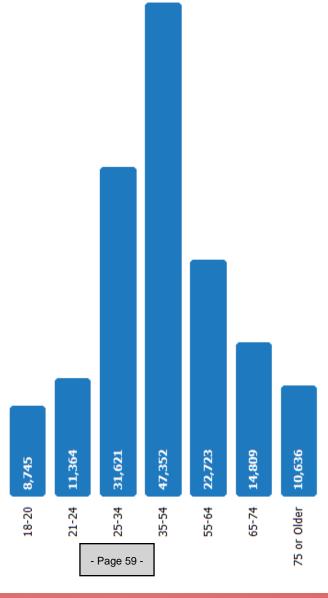
We are pleased to propose an age-focused single family housing opportunity in North Columbus located on Old Guard Rd.

DEVELOPMENT SUMMARY



Population of Adults by Age Group









TRAFFIC STATISTICS



±100 Trips per Day

AAA Foundation for Traffic Safety Survey findings show "Senior Drivers" drive 35% less than other age groups.





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6053 Veterans Pkwy. Ste.200, Columbus, GA 31909 P:706-221-6900

Frank "Kel" Bowers

kel@bowersinvestmentgrp.com

0 OLD GUARD ROAD REZN – 11-21-2154

by: Banana Bay, LLC

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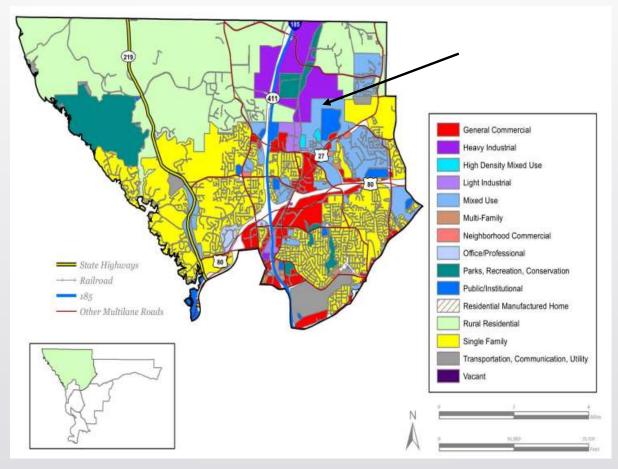


CURRENT ZONING – RE1





FUTURE LAND USE – MIXED USE



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PROPOSED ZONING AND USE – SMFR-4



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TRAFFIC CONCERNS

- No power to correct traffic concerns
- 55+ Residents less likely to drive during peak traffic times
- Unlikely to be involved in school drop-off/pick-up
- No change to traffic system classification



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RENDERING AND FLOOR PLANS







ltem #3.

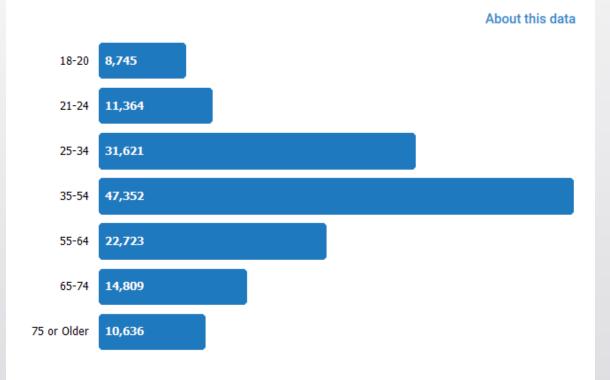
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55+ AGE FOCUSED DEVELOPMENT

- Fills important hole in Columbus housing market
- Single-family residences with dedicated yard space
- Amenities targeting seniors
- Limited school impact
- Major tax increase

Population of Adults by Age Group



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File Attachments for Item:

4. 1st Reading- An ordinance providing for the demolition of various structures located at: 1000
Peachtree Drive (Working With Houses LLC, Owner); 2816 Baldwin Street (Joe & Lucinda Collier, C/O Charlie Collier, Owner); 600 8th Street (Phillip & Thomas Real Estate Holding LLC, Owner); 27 Munson Drive (Alpeshkumar Patel, Owner); 3822 3rd Avenue (Lange Realty LLC, Owner); 1502 Virginia Street (Ed M Wohlwender Jr, Owner); 2600 14th Avenue (Dennis R Deal, Owner); 167 Munson Drive (Geraldine Toler Owens, Owner); 3232 Urban Avenue (Isabelle Spence, Owner); 2315 Hamilton Avenue (Doug Mann, Owner); 909 Charleston Avenue (Josephine W Banks Life Estate, Owner)(Mayor Pro-Tem)

AN ORDINANCE

NO.

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

- 1) 1000 Peachtree Drive (Working With Houses LLC, Owner)
- 2) <u>2816 Baldwin Street</u> (Joe & Lucinda Collier, C/O Charlie Collier, Owner)
- 3) <u>600 8th Street</u> (Phillip & Thomas Real Estate Holding LLC, Owner)
- 4) 27 Munson Drive (Alpeshkumar Patel, Owner)
- 5) 3822 3rd Avenue (Lange Realty LLC, Owner)
- 6) 1502 Virginia Street (Ed M Wohlwender Jr, Owner)
- 7) 2600 14th Avenue (Dennis R Deal, Owner)
- 8) **<u>167 Munson Drive</u>** (Geraldine Toler Owens, Owner)
- 9) 3232 Urban Avenue (Isabelle Spence, Owner)
- 10) 2315 Hamilton Avenue (Doug Mann, Owner)
- 11) 909 Charleston Avenue (Josephine W Banks Life Estate, Owner)

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

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

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

WHEREAS, administrative implementation instructions pertaining to this Ordinance are on file in the Finance Department, Accounting Division, the Inspections and Code Department, the Clerk of Council's Office, and the City Manager's Office; WHEREAS, W.T. Miller is the contractor for the demolition of all structures located at:

- 1) **<u>1000 Peachtree Drive</u>** (Working With Houses LLC, Owner)
- 2) <u>2816 Baldwin Street</u> (Joe & Lucinda Collier, C/O Charlie Collier, Owner)
- 3) <u>600 8th Street</u> (Phillip & Thomas Real Estate Holding LLC, Owner)
- 4) 27 Munson Drive (Alpeshkumar Patel, Owner)
- 5) **3822 3rd Avenue** (Lange Realty LLC, Owner)
- 6) 1502 Virginia Street (Ed M Wohlwender Jr, Owner)
- 7) 2600 14th Avenue (Dennis R Deal, Owner)
- 8) 167 Munson Drive (Geraldine Toler Owens, Owner)
- 9) 3232 Urban Avenue (Isabelle Spence, Owner)
- 10) 2315 Hamilton Avenue (Doug Mann, Owner)
- 11) 909 Charleston Avenue (Josephine W Banks Life Estate, Owner)

in the total amount of \$212,231.20 for demolition services; and

WHEREAS, funds are budgeted in the FY22 Budget, Community Development Block Grant-Neighborhood Redevelopment-Site Improvements. (Demolitions under City contracts are funded by the Community Development Block Grant Program (CDBG) and the General Fund (0101-240-2200-6381).

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

SECTION 1.

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

SECTION 2.

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

SECTION 3.

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

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the <u>22nd</u> day of <u>March</u>, <u>2022</u>; introduced a second time at a regular meeting of said council held on the 12th day of <u>April</u> 2022 and adopted at said meeting by the affirmation vote of members of Council.

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

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

March 2022 Demolition Bid Tabulation	Column1	
Property		Demolition Amount
1) 1000 Peachtree Drive (Working With Houses LLC, Owner)		\$19,206.80
2) 2816 Baldwin Street (Joe & Lucinda Collier, C/O Charlie Collier, Owner)		\$17,289.40
3) 600 8TH Street (Phillip & Thomas Real Estate Holdings LLC, Owner)		\$34,599.00
4) 27 Munson Drive (Patel Alpeshkumar, Owner)		\$6,341.50
5)3822 3rd Avenue (Lange Realty LLC, Owner)		\$19,094.90
6) 1502 Virginia Street (Ed M Wohlwender Jr, Owner)		\$22,442.50
7) 2600 14th Avenue (Dennis R Deal, Owner)		\$19,519.30
8) 167 Munson Drive (Geraldine Toler Owens, Owner)		\$4,892.00
9) 3232 Urban Avenue (Isabelle Spence, Owner)		\$29,179.80
10) 2315 Hamilton Road (Doug Mann, Owner)		\$27,429.50
11) 909 Charleston Avenue (Josephine W Banks Life Estate, Owner)		\$12,236.50
	TOTAL:	\$212,231.20

0 OLD GUARD ROAD REZN – 11-21-2154

by: Banana Bay, LLC

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CURRENT ZONING – RE1

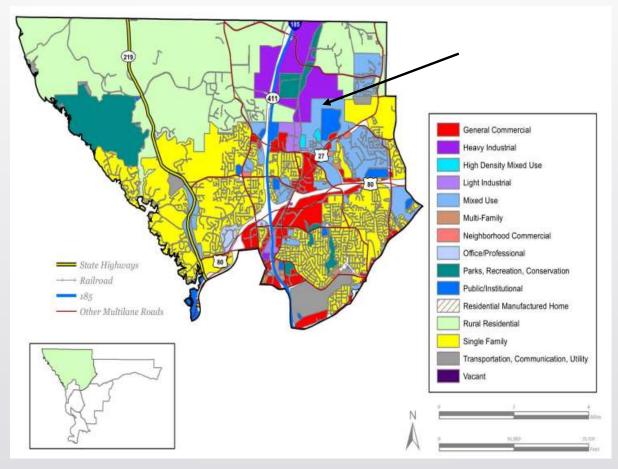
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FUTURE LAND USE – MIXED USE



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PROPOSED ZONING AND USE – SMFR-4



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RENDERING AND FLOOR PLANS







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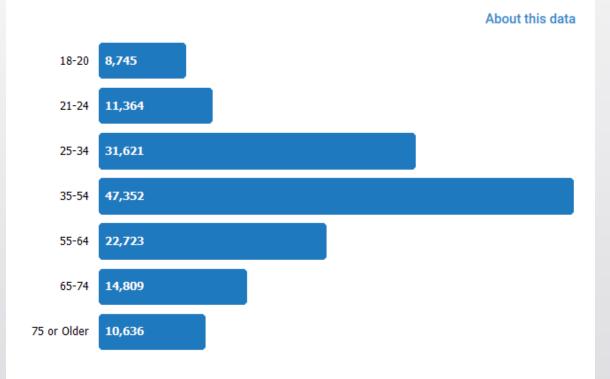
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55+ AGE FOCUSED DEVELOPMENT

- Fills important hole in Columbus housing market
- Single-family residences with dedicated yard space
- Amenities targeting seniors
- Limited school impact
- Major tax increase

Population of Adults by Age Group



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TRAFFIC CONCERNS

- Seniors drive 35% less on average
- Residents less likely to drive during peak traffic times
- Unlikely to be involved in school drop-off/pick-up
- No change to traffic system classification
- Minimal impact on left turn lane



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TRAFFIC VIDEO



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File Attachments for Item:

5. 1st Reading- An ordinance extending the business and occupation tax licensing deadline established by local law for the year 2022; and for other purposes. (Mayor Pro-Tem)

ORDINANCE

NO. _____

An ordinance extending the business and occupation tax licensing deadline established by local law for the year 2022; and for other purposes.

- WHEREAS, the United States and Columbus, Georgia, specifically have continued to feel the economic effects of the National Public Health Emergency created due to the COVID-19 virus and its subsequent variants; and
- WHEREAS, the Governor of the State of Georgia continues to declare monthly a Declaration of State of Emergency for Continued COVID-19 Economic Recovery in Georgia on June 30, 2021, and has continued to extend that State of Emergency through the present;
- WHEREAS, the Mayor and Council desire to extend the 2022 business license tax deadline to June 1, 2022, due to the continued COVID 19 pandemic and the resulting economic hardship.

NOW THEREFORE, the Council of Columbus, Georgia, hereby ordains as follows:

Section 1.

The Mayor and Council adopt and make the findings discussed in the "Whereas" paragraphs the factual findings of the Council.

Section 2.

The April 1 deadline for obtaining business licenses and paying any business occupational tax as required by Columbus Code Sections 19-47 and 19-53 for the year 2022 is hereby extended from April 1, 2022, to June 1, 2022.

Section 3.

Occupation taxes remaining due for any prior tax year are not affected by this extension and shall remain due and payable with penalties and interest from their due date.

Section 4.

This ordinance shall become effective as of April 1, 2022.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 22nd day of March, 2022, introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2022 and adopted at said meeting by the affirmative vote of ______

members of said Council.

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

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

File Attachments for Item:

3. Mr. Paul S. Olson, Re: 1) The Mayor's Biography on city website, 2) City's purchase of Synovus building and 3) Double roundabout intersection of Lynch Road and Highway 80 and intersection end of Macon Road and Highway 80.

PROPERTY ACQUISTION

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ltem #3.

City Council Meeting September 28, 2021

PROPERTY SEARCH PROCESS

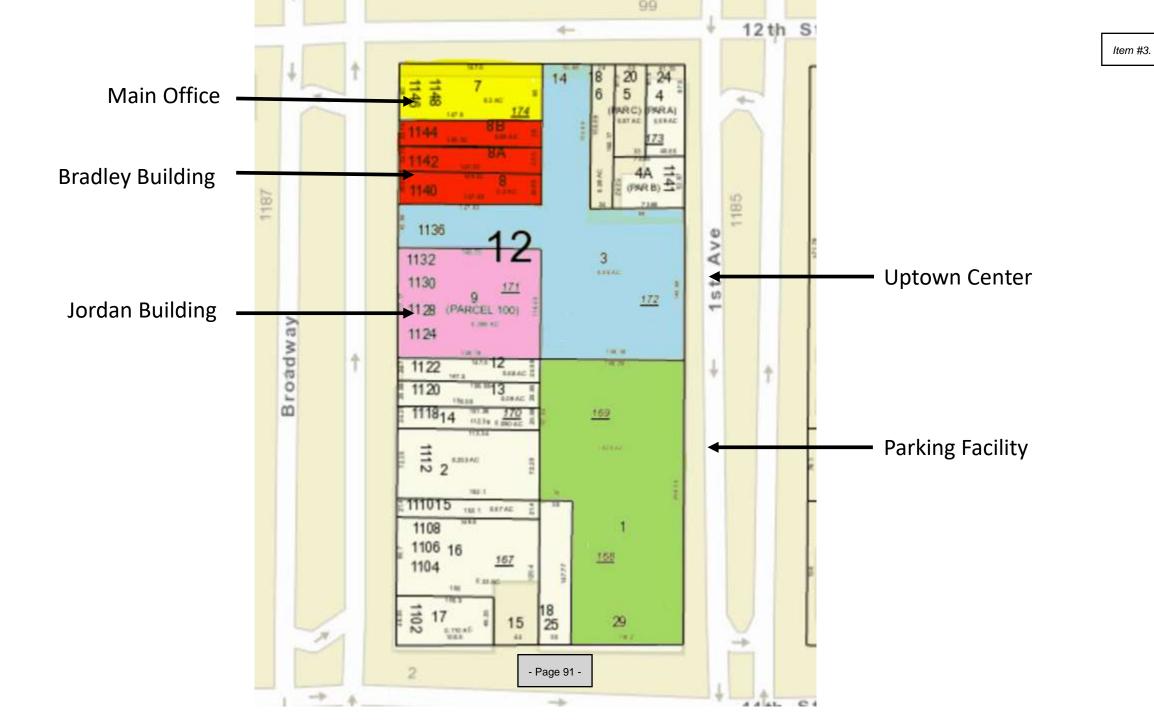
- During the evaluation of the Government Center Options, the possibility of separating Judicial and Administration was reviewed
- Alternative locations for Government Administration was studied to consider repurposing an existing facility
- Government Center Assessment Consultants performed a space and facility assessment of several properties
- Synovus buildings were recommended for several reasons: 634 Parking Deck 1 block from the Government Center, Ample Expansion Space and Flexibility, Potential Savings on Furniture, Quality of Construction and Renovations, and Facility Condition

PROPERTY ACQUISITION

- 3.5932 +/- acres
- 249,350 square feet of administrative space
- 634 space Parking Facility
- Main Office (1146 & 1148 Broadway) = 56,702 sf
- Uptown Center (14 12th Street/1137 1st Avenue) = 127,813 sf
- Bradley Building (1140-1144 Broadway) = 20,300 sf
- Jordan Building (1124-1132 Broadway) = 44,535 sf
- Parking Deck (29 11th Street) = 634 parking spaces

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Jordan Building

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Uptown Center

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Parking Facility

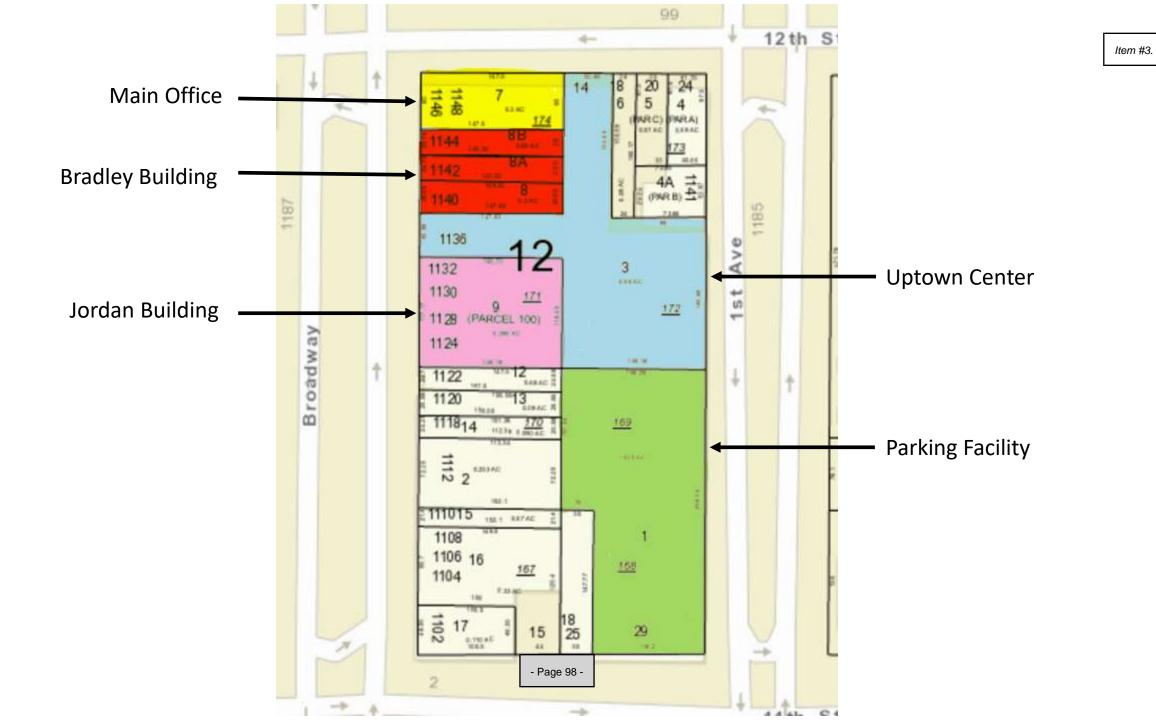
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ltem #3.

GENERAL TERMS

- Purchase Price: \$25 million
- Closing Date: No later than March 1, 2022
- Occupancy:
 - Synovus to vacate Uptown Center, Bradley and Jordan Buildings no later than July 31, 2022
 - Synovus to vacate Main Office no later than July 31, 2024
- Lease Agreement: \$500,000
- Net Purchase Price: \$24,500,000



FUNDING SOURCE

- Issuance of approximately \$50,000,000 in Columbus Building Authority Bonds for the acquisition and renovation of the buildings
- Debt Service is estimated at .50 mills, but no overall millage rate increase is anticipated beginning in FY23

ADMINISTRATIVE USE OF FACILITY

- Departments planned to relocate from the Government Center:
 - Mayor's Office, City Manager's Office, City Attorney's Office, Finance Department, Human Resources Department, Information Technology Department, Clerk of Council's Office
- Departments planned to relocate from the Annex:
 - Engineering Department, Inspections & Code Department, Planning Department, Community Reinvestment Department, Print Shop, Cooperative Extension, Workforce Investment
- Other Administrative Departments to be evaluated to include but not limited to:
 - Public Works Administration, Record Storage, Finance Department–Revenue Division

PRELIMINARY TIMELINE FOR ACQUISITION

- Oct 2021 Execute Purchase and Sales Agreement and Lease Agreement with Synovus
- Oct/Nov 2021 Preparation of Bond Documents
- Dec 2021 Credit Rating Presentations
- Jan 2022 Finalize Bond Documents
- Feb 2022 Bond Closing
- No later than Mar 1, 2022 Property Closing

QUESTIONS

Item #3.

File Attachments for Item:

1. Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus

Approval is requested to enter into a subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Subrecipient Agreement with the Columbus Department of Public Health for Cure Violence Columbus
AGENDA SUMMARY:	Approval is requested to enter into a subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.
INITIATED BY:	Finance Department

Recommendation: Approval is requested to enter into a subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

Background: The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021. The act funded \$1.9 trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local governments which CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) and its negative economic impacts. Since Columbus has experienced an increase in violent crimes during the COVID-19 pandemic, alternative initiatives are being considered to reduce violence throughout the community. Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus.

Analysis: Successful outcomes of the program will reduce community violence.

Financial Considerations: The award amount for this grant is \$500,000.

Legal Considerations: The City Attorney will review the agreement and approve as to form prior to execution.

<u>Recommendation/Action</u>: Approve the request to enter into a subrecipient agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative for an award amount up to \$500,000 to address community violence exacerbated by the pandemic.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE COLUMBUS DEPARTMENT OF PUBLIC HEALTH TO FUND THE CURE VIOLENCE COLUMBUS INITIATIVE FOR AN AWARD AMOUNT UP TO \$500,000.00 TO ADDRESS COMMUNITY VIOLENCE EXACERBATED BY THE COVID-19 PANDEMIC.

WHEREAS, the American Rescue Plan Act (ARPA) was signed into law on March 11,2021 which provided Fiscal Recovery Funds to both state and local governments; and,

WHEREAS, CCG was allocated \$78.4 million in direct funding to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) and its negative economic impacts; and,

WHEREAS, Columbus has experienced an increase in violent crimes during the COVID-19 pandemic; and,

WHEREAS, Cure Violence Columbus is a grassroots movement started by local community partners with a sole mission to address the violence epidemic afflicting the marginalized and low-income communities in Columbus.

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

That the City Manager or designee is hereby authorized to execute a memorandum of agreement with the Columbus Department of Public Health to fund the Cure Violence Columbus Initiative to address community violence exacerbated by the COVID-19 pandemic.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	·
Councilor Davis voting	·
Councilor Garrett voting	·
Councilor House voting	·
Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Tucker voting	·
Councilor Woodson voting	·

B.H. "Skip" Henderson, Mayor

SUBRECIPIENT AGREEMENT

BETWEEN

COLUMBUS, GEORGIA CONSOLIDATED GOVERNMENT

AND

WEST CENTRAL HEALTH DISTRICT - COLUMBUS DEPARTMENT OF PUBLIC HEALTH TO PROVIDE FUNDING FOR A COMMUNITY VIOLENCE INTERVENTION PROGRAM REFERRED TO AS "CURE VIOLENCE COLUMBUS" PAID FOR BY AMERICAN RESCUE PLAN ACT FISCAL RECOVERY FUNDS

This Agreement is made and entered into this _____ day of _____, ____, by and between Columbus, Georgia Consolidated Government, a political subdivision of the State of Georgia, its successors and assigns (hereinafter "CCG"),

AND

West Central Health District - Columbus Department of Public Health, a subdivision of the Georgia Department of Public Health, with a principal office address 5601 Veterans Parkway, Columbus, GA 31904, its successors and assigns (hereinafter "Subrecipient"), and together with CCG, "Parties."

ARTICLE I PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to manifest the objectives and the intentions of the respective Parties herein, the following statements, representations and explanations are set forth. Such statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions that follow and may be relied upon by the Parties as essential elements of the mutual considerations upon which this Agreement is based.

WHEREAS, on March 11, 2021, The American Rescue Plan Act (Public L. 117-2) was enacted, through which seventy-eight million, four hundred and eight-two thousand, and thirty-eight dollars and 00/100 cents (\$78,482,038.00) in funding (the "Prime Award") was allocated to CCG to respond to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19) or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; and

WHEREAS, CCG wishes to engage the Subrecipient to assist in utilizing such funds to carry out a part of CCG's federal award by committing up to \$500,000 of CCG's federal award, pursuant to this Subrecipient Agreement; and

WHEREAS, the funds made available for use by the Subrecipient under this Agreement constitute a subaward of CCG's federal award to Subrecipient for its performance of the work described below. This agreement is a fixed cost for performance agreement. For the purposes of this agreement, fixed cost for performance means structuring all aspects of the contract around compliance with Article IV, Performance Standards, Reporting Requirements and Payments. This contract includes, as reasonable, advanced payments that may be necessary to provide requisite operational funds that will only be used for actual and allowable costs toward the Subrecipient's project, as more specifically described in this Agreement as **Exhibit A** (Scope of Work) and

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Exhibit B (Budget), attached hereto and incorporated herein by reference. Subrecipient must use the funds provided hereunder in accordance with requirements imposed by Federal statutes, regulations, and the terms and conditions of CCG's federal award; and

WHEREAS, Subrecipient warrants, certifies and represents that it has the legal authority to apply for this subaward of Federal funds, and the institutional, managerial and financial capability (including securing funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described herein; and

WHEREAS, CCG desires to obtain the assurance from the Subrecipient, and Subrecipient so assures the CCG, that the Subrecipient will comply with all applicable statutes, rules and regulations of the United States, the State of Georgia, and/or the CCG relating to the project, as a condition precedent to the release of such funds to the Subrecipient.

NOW, THEREFORE, in consideration of the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

ARTICLE II GENERAL AWARD INFORMATION

Federal Award:

Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act CFDA #: 21.027

Subrecipient Name:

Columbus Department of Public Health

Subrecipient Unique Entity Identifier (UEI) Number:

[Agency UEI Number]

If not provide at the time of signing of contract, Subrecipient acknowledges that no funds shall be provided by CCG to Subrecipient until such time as Subrecipient provides a UEI number to CCG. Subrecipient acknowledges that failure to timely provide a UEI number as required for federal funding may result in a delay in its receipt of funds pursuant to this Agreement

Federal Award Identification Number (FAIN) Assigned by CCG:

40312-20220

Federal Award Date:

[Award Date]

Subaward period of performance & budget period start and end date:

April 1, 2022 through June 30, 2023

Federal Funds Obligated:

\$500,000.00

Project Description:

Cure Violence Columbus as further described in the Proposal, attached hereto as Exhibit C and incorporated herein by reference.

Federal Awarding Agency/Pass-Through Entity:

Department of the Treasury

Research and Development:

No

Fixed Amount Award:

Yes

ARTICLE III PROJECT, BUDGET, PAYMENT, AND FINAL ACCOUNTING

3.1 <u>Scope of Project</u>. CCG agrees to pay to the Subrecipient up to FIVE HUNDRED THOUSAND DOLLARS AND 00/100 CENTS (\$500,000.00) (the "Subaward") to reimburse allowable costs to implement the following project (s): Cure Violence. The Scope of Project funded under this Subaward is defined by the activities described within the Scope of Work attached as **Exhibit A** and the approved budget attached as **Exhibit B**, which are hereby incorporated by reference, and have a central role in determining allowability of costs to be reimbursed by CCG.

3.2 Proposed Changes to Scope of Project.

3.2.1. <u>Prior Approval Required</u>. In accordance with 2 C.F.R. § 200.308, Subrecipient shall request prior approval from CCG to deviate from the approved Scope of Project. Failure to obtain such prior approval may result in disallowance of costs associated with the deviation, and/or any out of scope activity, in accordance with 2 C.F.R. § 200.339.

3.2.2 <u>CCG Review and Approval</u>. CCG shall consider all requests for changes in the scope of the approved project in good faith. Subrecipient acknowledges that such changes, depending upon the specific facts and circumstances of the request, may require approval of the Federal Awarding Agency, in which case CCG's review and final action on the request may be delayed.

3.3 <u>Upper Limit</u>. In consideration for performing the activities described in Article III, CCG shall submit advance payments to Subrecipient pursuant to 2 C.F.R. §200.305(b) for allowable costs (as defined at 2 C.F.R. Part 200 (Subpart E) up to a total amount not to exceed the maximum (or "ceiling") amount listed in **Exhibit B**.

3.4 Budgets.

3.4.1 <u>Budgets</u>. Attached hereto and incorporated by reference herein at **Exhibit B**, is a line-item budget (the "Budget") for Subrecipient's Scope of Project. This Budget has a central role in defining Scope of Project and determining allowability of costs paid by CCG under this Agreement.

3.4.2 Expenditure of Grant Funds.

3.4.2.1 <u>Consistency with Budget</u>. Except as expressly provided herein, Subrecipient shall expend the funds awarded hereunder in a manner consistent with the approved Budget.

3.4.2.2 <u>Budget Revisions</u>. Funds may be shifted between line items of a single project with prior approval of the CCG Finance Department. Subrecipient must submit a Budget Revision Form and a written justification to the Finance Project Analyst within the CCG Finance Department. A budget revision must include a revised Program Budget that accurately displays

the necessary budget breakdown to carry out the project and a letter signed by the authorized official. Budget revisions must not significantly affect either the scope or objective of the project. (The "scope" of the project is the nature, location or magnitude of the work described in the Agreement. The "objectives" of the project are measurable performances involved in the Agreement including the impact and degree of benefit to the identified population and environment that the project is proposed to provide.) Budget revisions are considered "approved" upon written receipt of approval from CCG.

3.4.2.3 <u>Period of Availability of Funds</u>. Funds made available under this Agreement may only be used for obligations incurred during the project period for which the funds are awarded.

3.4.2.4 <u>Prior Approvals for Certain Deviations from Budget</u>. Deviations from the approved Budget, as well as transfers between direct and indirect budget categories require CCG prior approval regardless of amount, unless otherwise authorized, consistent with 2 C.F.R. § 200.308 or the terms and conditions of the Prime Award to CCG.

3.4.3 <u>Program Income</u>. Subrecipient shall report to CCG any program income (as defined at 2 C.F.R. §§ 200.1 and 200.307) generated in performance of this Agreement. Program income earned in performance of this Agreement shall be considered added to the total amount of this subaward and its expenditure is subject to all the terms and conditions applicable to the federal funds provided under this subaward Subrecipient agrees that all program income (if any) received will be expended for program expenses prior to use of the subaward funds.

ARTICLE IV PERFORMANCE STANDARDS, REPORTING REQUIREMENTS, AND PAYMENTS

4.1 Program Description.

4.1.1 <u>Program Description</u>. This subaward agreement is conditional on the Subrecipient meeting the performance standards and tasks as defined in Article IV, Performance Standards, Reporting Requirements, And Payments and Exhibit A - Proposal.

4.1.2 <u>Projected Outcomes.</u> The goal for this program is to reduce acts of violence throughout the City of Columbus with specific focus on low-income communities and communities of color while increasing expressions of pro-social and positive behavioral changes in these same targeted areas.

4.2 <u>Performance Standards</u>.

4.2.1 <u>Deliverable Requirements.</u> Subrecipient must report to CCG according to the reporting timeline provided by Article IV, Performance Report and Payment Request Schedule. Advanced payment requests may be submitted on a Payment Request Form for disbursement at the beginning of each period. However, for each period after the Initial Period, disbursements are conditional on CCG approval of the Subrecipient's satisfactory achievement as prescribed below for each subsequent period.

- 4.2.1.1 <u>PERIOD 1: Initial Period</u>: Provide benchmark performance reports for the reporting period to include the following:
 - 1) Submission of Timeline/Action Plan Per Final Assessment Report
 - 2) Executed Subrecipient grant award agreement
 - 3) Job descriptions for all grant funded personnel
 - 4) Copies of subcontracted service agreements

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- 4.2.1.2 <u>PERIOD 2: July 1, 2022 to September 30, 2022</u>: Provide benchmark performance reports for the reporting period to include the following:
 - 1) Summarize overall community outreach and mobilization efforts during the program period
 - 2) Provide the number of violence interruptions and/or detections handled by type
 - 3) Provide the number of participants served to include participant demographics
 - 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
 - 5) Provide financial reports and backup documentation for utilization of prior and current period funding
- 4.2.1.3 <u>PERIOD 3: October 1, 2022 to December 31, 2022</u>: Provide benchmark performance reports for the reporting period to include the following:
 - 1) Summarize overall community outreach and mobilization efforts during the program period
 - 2) Provide the number of violence interruptions and/or detections handled by type
 - 3) Provide the number of participants served to include participant demographics
 - 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
 - 5) Provide financial reports and backup documentation for utilization of current period funding
- 4.2.1.4 <u>PERIOD 4: January 1, 2023 to March 31, 2023</u>: Provide benchmark performance reports for the reporting period to include the following:
 - 1) Summarize overall community outreach and mobilization efforts during the program period
 - 2) Provide the number of violence interruptions and/or detections handled by type
 - 3) Provide the number of participants served to include participant demographics
 - 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics
 - 5) provide financial reports and backup documentation for utilization of current period funding.
- 4.2.1.5 <u>PERIOD 5: April 1, 2023 to June 30, 2023</u>: Provide benchmark performance reports for the reporting period to include the following:
 - 1) Summarize overall community outreach and mobilization efforts during the program period
 - 2) Provide the number of violence interruptions and/or detections handled by type
 - 3) Provide the number of participants served to include participant demographics
 - 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics

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5) Provide financial reports and backup documentation for utilization of current period funding

Performance Report and Payment Request Schedule

REPORTING PERIOD	PERFORMANCE PAYMENT	PERFORMANCE REPORTING REQUIREMENTS IN ADDITION TO SIGNED "PAYMENT REQUEST FORMS"	DUE ON OR BEFORE THE FOLLOWING DATES
PERIOD 1	\$100,000	 Performance report as prescribed below and Article IV: 1) Submission of Timeline/Action Plan Per Final Assessment Report 2) Executed Subrecipient grant award agreement 3) Job descriptions for all grant funded personnel 4) Copies of subcontracted service agreements 	Within two weeks of contract execution
PERIOD 2	\$100,000	 July 1, 2022 – September 30, 2022 performance report as prescribed below and Article IV: Summarize overall community outreach and mobilization efforts during the program period Provide the number of violence interruptions and/or detections handled by type Provide the number of participants served to include participant demographics Summarize progress towards meeting projected outcomes to include identifiable data metrics Provide financial reports and backup documentation for utilization of prior and current period funding 	Payment request may be made on the period start date Performance Report due 10/10/2022
PERIOD 3	\$100,000	 October 1, 2022 – December 31, 2022 performance report as prescribed below and Article IV: Summarize overall community outreach and mobilization efforts during the program period Provide the number of violence interruptions and/or detections handled by type Provide the number of participants served to include participant demographics Summarize progress towards meeting projected outcomes to include identifiable data metrics Provide financial reports and backup documentation for utilization of current period funding 	Payment request may be made on the period start date Performance Report due 1/10/23
PERIOD 4	\$100,000	 January 1, 2023 – March 31, 2023 performance report as prescribed below and Article IV: Summarize overall community outreach and mobilization efforts during the program period Provide the number of violence interruptions and/or detections handled by type Provide the number of participants served to include participant demographics Summarize progress towards meeting projected outcomes to include identifiable data metrics Provide financial reports and backup documentation for utilization of current period funding 	Payment request may be made on the period start date Performance Report due 4/10/23
PERIOD 5	\$100,000	 <u>April 1, 2023 – June 30, 2023 performance report as prescribed below and Article IV:</u> 1) Summarize overall community outreach and mobilization efforts during the program period 2) Provide the number of violence interruptions and/or detections handled by type 3) Provide the number of participants served to include participant demographics 4) Summarize progress towards meeting projected outcomes to include identifiable data metrics 5) Provide financial reports and backup documentation for utilization of current period funding 	Payment request may be made on the period start date Performance Report due 7/10/23

4.3 Payment.

4.3.1 <u>Advanced Payment</u>. Pursuant to 2 C.F.R. 200.305(b), CCG may, upon request by the Subrecipient, make advanced installment payments to Subrecipient, to assist with immediate cash requirements of the Subrecipient in carrying out the purpose of the approved program or project. In the event that CCG utilizes the advanced installment payment method to fund the Subrecipient's project, Subrecipient shall provide monthly detailed reports to CCG documenting and certifying actual expenditures of the advanced funds. CCG shall review those reports and confirm whether the expenditures were for allowed or disallowed costs. 4.3.1.1 <u>Reporting Requirements</u>. Subrecipient shall submit to CCG monthly detailed expenditure reports outlining actual operational and administrative expenditure as well as actual initial start-up purchases by the 5th of each month, as outlined in **Exhibit D**, attached hereto and incorporated herein, which shall be in the form, content and frequency as required by CCG. Such detailed reports shall include receipts; purchase orders; time sheets for each employee, agent, officer, director, or other individual doing work on behalf of Subrecipient pursuant to this Agreement; and any other documents reasonably requested by CCG. Said time-sheets shall be approved by a member of the Board of Subrecipient, or by an employee of Subrecipient who is not compensated pursuant to this Agreement. If Subrecipient fails to submit progress reports, CCG may withhold processing advance payments or reimbursement requests until Subrecipient submits such progress reports.

4.3.2 <u>Requests for Payment</u>. If CCG cannot, pursuant to 2 C.F.R. 200.305(b), make advanced payment to the Subrecipient, or at any point chooses not to provide advanced payments, then CCG shall make payments to Subrecipient on a reimbursement basis. In which case, no later than thirty (30) days after the end of each calendar month, Subrecipient shall submit to CCG a request for payment in a form reasonably prescribed by CCG, which details the specific costs Subrecipient incurred in the previous month to perform the work described in Article II, minus any program income available to cover any or all such costs. The payment request shall display an accounting of any program income received and expended during that calendar month.

4.3.3 <u>Payment by CCG.</u> In the event that CCG makes payments to the Subrecipient on a reimbursement basis, CCG will pay Subrecipient for properly documented costs within thirty (30) days of Subrecipient's submission of the request for payment, provided that such costs are allowable and allocable pursuant to 2 C.F.R. Part 200 and consistent with the approved Budget.

4.3.4 <u>Unallowable Costs</u>. Under no circumstances shall CCG be required to pay in advance or to reimburse unallowable costs.

4.3.4.1 <u>Questioning Costs</u>. If CCG questions the allowability of any costs reflected in a request for payment or costs shown on the detailed monthly reports if paid in advanced ,CCG shall promptly provide Subrecipient with written notice of those questions and their bases. Payment of questioned costs may be withheld by CCG until the questions are resolved; however, CCG shall promptly issue payment of all otherwise properly documented and otherwise unreimbursed costs not in question.

4.3.4.2 <u>CCG's Disallowance Right</u>. Notwithstanding any other term of this Agreement, all payments made under this Agreement shall be considered provisional. In the event that CCG determines that any cost for which reimbursement is sought, or has been previously paid, is unallowable, (i) CCG shall be entitled to recoup such amount from Subrecipient and (ii) Subrecipient shall promptly pay over such amount to CCG. Additionally, if CCG reasonably believes that Subrecipient is in noncompliance with any applicable rules or regulations, or any provisions of this Agreement, CCG may choose to withhold processing advance payments or reimbursement requests until such time as the Subrecipient is found to be in compliance by CCG, or is otherwise adjudicated to be in compliance.

4.3.4.3 <u>Liability for Unallowable Costs</u>. Subrecipient shall be liable for payment of any costs (including, but not limited to, interest and penalties) incurred by Subrecipient under this Agreement (whether charged to funds made available under this Agreement or program income generated hereunder) which may be disallowed by the Federal Awarding Agency, or other appropriate federal or state officials. CCG agrees that, in the event that the Federal Awarding Agency disallows any cost incurred by Subrecipient under this Agreement, CCG will, at Subrecipient's request, pursue appropriate administrative appeals to the Federal Awarding

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Agency (or such other agency), *provided that* Subrecipient agrees to pay all costs associated with any such appeal and that CCG agrees that Subrecipient's claim or defense is not frivolous.

4.3.4.4 <u>Cooperation Regarding Clarifications and Appeals</u>. In the event of a disallowed or questioned cost, Subrecipient may request that CCG (i) seek guidance from the Federal Awarding Agency, or, (ii) if necessary, pursue an appeal of a Federal Awarding Agency's determination that certain costs are unallowable in accordance with Section 3.5.3.3 (Liability for Unallowable Costs). If necessary to avoid interest or penalties, CCG may require Subrecipient to pay over the amount in dispute pending any such clarification or appeal.

4.3.4.5 <u>Survival</u>. CCG's right to question and disallow costs shall survive the termination or expiration of this Agreement.

4.4 <u>Availability of Funds Limitation</u>. The continuation of this Agreement and payments hereunder shall be subject to the availability of federal funds to CCG under the Prime Award. CCG shall promptly notify Subrecipient, in writing, of any modification or cancellation of said Prime Award that might impact this subaward. If CCG determines, in its sole discretion, notwithstanding reductions in grant funding, that funding remains available for some or all of Subrecipient's activities hereunder, the Parties will make reasonable efforts to amend this Agreement so as to reasonably achieve its objectives at a reduced level; *provided that* CCG retains the right to terminate the Agreement in accordance with Article X.

ARTICLE V NOTICES

Subrecipient and CCG agree that all notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

<u>If to CCG:</u> Columbus, Georgia Consolidated Government Attention: City Manager P.O. Box 1340 Columbus, GA 31901

With Copies to: Finance Director P.O. Box 1340 Columbus, GA 31901

> City Attorney P.O. Box 1340 Columbus, GA 31901

<u>If to Subrecipient</u>: West Central District Health – Columbus Department of Public Health Attention: Dr. Beverly Townsend 5601 Veterans Parkway Columbus GA, 31904

ARTICLE VI RESPONSIBILITIES OF CCG

CCG agrees to:

- Provide funding to Subrecipient in accordance with this Agreement and federal, state, and local laws;
- Monitor Subrecipient to ensure the funds subject to this Agreement are used in accordance with all applicable conditions, requirements, and restrictions;
- Provide information on current and any subsequent changes to the terms and conditions of the grant awards addressed by the funds subject to this Agreement;
- Take action to recover funds that are not used in accordance with the conditions, requirements, or restrictions applicable to this Agreement.

ARTICLE VII RESPONSIBILITIES OF SUBRECIPIENT

Subrecipient agrees to:

- Ensure the funds subject to this Agreement are used in accordance with conditions, requirements, budget, timetable and restrictions of federal, state, and local laws, as well as the federal terms and conditions of the Prime Award and this Subaward;
- Utilize funds subject to this Agreement to supplement rather than supplant funds otherwise available;
- Comply with all financial reporting requirements of CCG and federal government related to the use of funds subject to this Agreement;
- Promptly reimburse CCG for any funds CCG pays to any entity because of an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which CCG is responsible regarding American Rescue Plan Act funds;
- Take prompt corrective action, including paying amounts resulting from an adverse finding, sanction, or penalty, if CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law determines compliance with conditions, requirements, and restrictions applicable to the federal program from which this subgrant is awarded has not been achieved;
- Make records and personnel available to CCG, or any state or Federal auditor, agency or other entity authorized by federal, state, or local law to perform reviews, audits, or investigations in relation to the funds subject to this Agreement;
- Comply with all terms and conditions contained in this Agreement.

ARTICLE VIII ACKNOWLEDGEMENT AND ACCEPTANCE OF CCG's UNILATERAL RIGHT TO AMEND THIS AGREEMENT AND OTHER AMENDMENTS

8.1 Subrecipient acknowledges and accepts that this Agreement is entered into subject to both Subrecipient's and CCG's compliance with federal, state, and local law, conditions, requirements, and restrictions, as those may change over time. CCG reserves the right to unilaterally amend this Agreement 1) to include terms and conditions required by Federal, state, or local governmental guidelines or policies to be included in this Agreement or 2) upon the suggestion of counsel to amend this Agreement to conform with best practices for subgrant agreements. Subrecipient further understands that CCG, as Grantee, is responsible to the Department of Treasury for the administration of funds and may consider and act upon reprogramming recommendations as proposed. In the event that the CCG approves any

modification, amendment, or alteration to the funding allocation, the Subrecipient shall be notified and such notification shall constitute an official amendment to this Agreement. Subrecipient acknowledges and accepts that its retention and use of the funding subject to this Agreement is conditioned upon its consent to and compliance with any amendments to this Agreement made by CCG subject to this Article.

8.2 CCG or Subrecipient may amend this Agreement, for reasons other than those stated in subsection A of this Article, at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and are approved by CCG's governing body if such approval is required by law. Such amendments shall not invalidate this Agreement, nor relieve or release CCG or Subrecipient from its respective obligations under this Agreement.

ARTICLE IX ADMINISTRATIVE AND FINANCIAL MANAGEMENT REQUIREMENTS

9.1 <u>Administration and Financial Management</u>: Subrecipient acknowledges that this Agreement is a subaward of federal grant funds and that Subrecipient shall be responsible for proper use, management, and safeguarding of such funds. Subrecipient acknowledges as a general matter, that payments from Coronavirus State and Local Fiscal Recovery Funds will be subject to the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2CFR part 200, the Uniform Guidance). In particular, Subrecipient hereby represents that it is, and shall remain, in full compliance with the financial management requirements set forth at 2 C.F.R. § 200.302 and internal controls standards set forth at 2 C.F.R. § 200.303.

9.2 <u>Prior Approval for Contracting Out Substantive Work</u>. Subrecipient shall obtain CCG's prior written approval for contracting out any substantive programmatic work related to implementation of this Agreement, consistent with 2 C.F.R. § 200.308. Subrecipient shall follow all federal procurement guidelines as well as its own internal procurement policies for all subcontracting, prior to seeking written approval from CCG.

9.3 Insurance.

9.3.1 <u>Insurance Coverage</u>: Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage to comply with 2 C.F.R. 200.310 (Insurance coverage). Subrecipient shall at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance specified below. Subrecipient will provide CCG, a certificate of insurance evidencing the required kinds and amounts of insurance:

- a) Workers' Compensation As required by Georgia State workers' compensation statutes, with Statutory Limits, and Employer Liability of at least \$1,000,000 each accident for bodily injury or disease.
- b) General Liability \$3,000,000 aggregate and \$1,000,000 per occurrence.
- c) Umbrella or Excess Liability \$1,000,000 on a per occurrence basis or with minimum limits of \$3,000,000.

9.3.2 <u>Additional Insured, Subrogation, and Endorsements</u>: Subrecipient shall list CCG as additional insured for all coverages except Workers Compensation. A waiver of subrogation is to be provided in favor of CCG for all policies including Workers' Compensation. Subrecipient's carrier(s) shall provide an endorsement requiring carrier(s) to provide CCG thirty (30) – day written notice of any cancellation of insurance coverage prior to cancellation.

9.3.3 <u>Bonding Requirements</u>: If applicable, Subrecipient shall comply with the bonding requirements of 2 C.F.R. § 200.326 (Bonding requirements).

9.3.4 <u>Property Coverage</u>. Pursuant to 2 C.F.R. § 200.310, Subrecipient shall, at a minimum, maintain the equivalent insurance coverage for any real property and equipment acquired or improved with funds provided under this Agreement, or program income generated hereunder, as is maintained for other property owned by Subrecipient.

9.3.5 <u>Self-Insurance</u>. The requirement to maintain general liability, workers' compensation, and/or property coverage under this Section 9.3 (Insurance) may at CCG's discretion be satisfied by Subrecipient demonstrating that it maintains an adequate program of self-insurance.

9.3.6 <u>Evidence of Coverage and Notices</u>. Subrecipient shall, upon execution of this Agreement and upon any renewal of any of insurance coverage required by this Agreement, furnish certificates of insurance to CCG. Subrecipient shall give CCG ten (10) days' advance written notice of any material modification, termination, suspension, expiration or relinquishment of such coverage (except when suspension or termination is due to failure to pay a premium, in which case copies of all notices of pending or actual cancellation by the insurer shall be immediately forwarded to CCG).

9.3.7 <u>Survival</u>. The rights and obligations of this Section 9.3 (Insurance & Bonding) shall survive the expiration or termination of this Agreement.

9.4 Documentation, Reports and Recordkeeping

9.4.1 <u>Records to be Maintained</u>: Subrecipient shall maintain and furnish such financial and programmatic information and reports which pertain, directly or indirectly, to the services provided and costs incurred by Subrecipient pursuant to this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records required to determine the eligibility of activities;
- c. Financial records as required by 2 C.F.R. Part 200; and
- d. Other reports and records necessary to document compliance with federal regulations.
- e. Records documenting the number of individuals served;
- f. Financial records as required by 31 CFR Part 35, and 2 CFR Part 200
- g. Other programmatic data as determined by CCG and/or outlined in the Compliance and Reporting Guide issued by the Department of the Treasury.

9.4.2 <u>Retention</u>: Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period ending on July 31, 2031 or for a period of ten (10) years commencing on the date of execution of this Agreement, whichever occurs later. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of said period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of said period, whichever occurs later. Records for real property and equipment acquired with subaward funds shall be retained for three (3) years after final disposition of the property. Subrecipient shall, upon request, transfer identified records to the custody of CCG or the Federal Awarding Agency when CCG or the Federal Awarding Agency determines that such records possess long term retention value.

9.4.3 <u>Data and Reports</u>: Subrecipient shall maintain detailed data, sufficient to demonstrate its successes and failures relative to the goals set forth in this Agreement. Such information shall be made available to CCG or its authorized agents for review upon request. Moreover, Subrecipient shall provide to CCG reports reasonably requested by CCG in furtherance of CCG's reporting obligations under the Prime Award

9.4.4 <u>Disclosure</u>: Subrecipient understands that data collected under this Agreement is of a privileged nature and the use or disclosure of such information, when not directly connected with the administration of CCG's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited. Subrecipient also understands that CCG is subject to the Georgia Open Records Act and must comply with the requirements thereof. Additionally, Subrecipient shall not post information, photos, videos, or any other identifying material about or including program participants publicly, including on social media, without the express written permission of the participant(s).

9.4.5 Closeout:

9.4.5.1 The Parties' obligations under this Agreement shall not end until all closeout requirements are completed. The Parties shall perform the following activities during the closeout period: making final payment, if required, disposing of program assets (including the return of all unused materials, and equipment to CCG), and determining the custodianship of records. Notwithstanding the foregoing statement, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over the funds subject to this Agreement.

9.4.5.2 All closeout activities shall be conducted pursuant to 2 C.F.R. § 200.344 (Closeout), including, without limitation, that Subrecipient must submit to CCG, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required hereunder; Subrecipient shall file a Standard Form 429 (Real Property Status Report) upon completion of the activities hereunder and file the appropriate Notice of Federal Interest in the appropriate Land Records, with subsequent, periodic filings as may be required. Moreover, CCG shall have post-closeout authorities and rights as set forth in 2 C.F.R. § 200.345 (Post closeout adjustments and continuing responsibilities).

9.4.5.3 The closeout of this subaward shall not affect Subrecipient's liability to CCG for unallowable costs; audit requirements of 2 C.F.R. Part 200, Subpart F; property management, use, and disposition obligations; or record retention obligations. Additionally, in the event of an inquiry or disallowance by the Federal Awarding Agency affecting CCG after closeout of this subaward, Subrecipient agrees to make available to CCG, at CCG's request, all information, in any form, including, but not limited to, documents or employee personal knowledge, for CCG's use with respect to such inquiry or disallowance.

9.4.5.4 <u>Collection of Amounts Due</u>. With respect to any amounts due from Subrecipient to CCG upon or after closeout, CCG shall have collection rights commensurate with those of the Federal Awarding Agency under 2 C.F.R. § 200.346.

9.4.5.5 Survival. This Section 9.4.5 (Closeout) shall survive the expiration or



termination of this Agreement.

9.4.5.6 <u>Reversion/Transfer of Funds to CCG</u>: Subrecipient shall transfer to CCG any subaward funds remaining at the time of expiration, cancellation or termination of this Agreement, and CCG may in its discretion reprogram the funds to another eligible project.

9.4.6 Audits & Inspections: All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the CCG and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, copy, examine, and make excerpts or transcripts of all relevant data, books, records, reports, documents, and papers as they reasonably deem necessary for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient's personnel for the purpose of interview and discussion related to such documents. Subrecipient acknowledges that by virtue of this Agreement, it will be subject to audit, and more specifically, per 2 C.F.R. Part 200, Subpart F, may be subject to a Single Audit performed on non-federal entities expending federal grant funds of more than \$750,000.00 in a year. For audit purposes, Subrecipient shall consider and describe the funds provided pursuant to this Agreement as federal "subaward" funds. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by Subrecipient of a notice of deficiencies. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current CCG policy concerning Subrecipient audits and 2 C.F.R. Part 200, Subpart F, as applicable.

The rights and obligations of this Section 9.4 (Documentation, Reports and Recordkeeping) shall survive the termination or expiration of this Agreement.

9.4.7. <u>Open Records and Open Meetings</u>: Subrecipient acknowledges that if it receives 33 1/3% of its total funding from a direct allocation of tax funds from a government entity that it is subject to requirements of the Georgia Open Records Act (O.C.G.A. §§ 50-18-70 - 77) and the Georgia Open Meetings Act (O.C.G.A. §§ 50-14-1 - 6).

9.5 <u>Procurement</u>

9.5.1 <u>Compliance</u>: Subrecipient shall comply with current CCG policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds subject to this Agreement. Title, possession and use of all program assets (real property, equipment, etc.), with the exception of the real property and improvements thereon that are titled in the name of the Subrecipient and are contemplated by the Parties to this Agreement to remain titled in the name of and in the possession of the Subrecipient, shall revert to the CCG upon termination of the Agreement.

9.5.1.1 All procurement transactions funded with federal funds provided under this subaward or with program income generated hereunder ("covered procurements"), regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner so as to provide maximum open free competition consistent with the federal procurement standards set forth in 2 C.F.R. §§ 200.317 through 200.327, and §§ 200.215 and 200.216.

9.5.1.2 Subrecipient shall make positive efforts to utilize small business and



minority owned business sources, as well as women-owned businesses, for supplies and services.

9.5.2 <u>Required Contract Provisions</u>: Consistent with the federal procurement standards Subrecipient shall maintain a written procurement policy which it shall apply to covered procurements. Further, for covered procurements, Subrecipient shall comply with the competition requirements and conflict of interest restrictions of the federal procurement standards and shall include, to the extent required by 2 C.F.R. Part 200, Appendix II, certain required contract terms in its contracts.

9.5.3 <u>Security</u>: Subrecipient's obligations under this Agreement shall be secured by a valid first lien security interest in and to all tangible personal property purchased with the funds subject to this Agreement, as well as all proceeds, products, rents, royalties, issues and profits thereof.

9.6 Use and Reversion of Assets

9.6.1 <u>Compliance with 2 C.F.R. Part 200</u>: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 C.F.R. Part 200.

9.6.1.1 Expectations Regarding Acquisition or Improvement of Real Property and Equipment and Prior Approval Requirement. The Parties anticipate that Subrecipient will acquire or improve real property or equipment with funds made available under this subaward. Acquisition or improvement of real property or equipment may be accomplished with funds provided under this Agreement, or program income generated hereunder, only with the express prior approval of CCG. To the extent Subrecipient is authorized by CCG to acquire or improve real property or equipment with such funds, the requirements of this Section 8.6 (Use and Reversion of Assets) shall apply. Subrecipient will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from CCG. Subrecipient will record the Federal interest in the title of real property in accordance with CCG directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

9.6.1.2 <u>Definition of Equipment</u>. For purposes of this Agreement, "equipment" shall have the meaning set forth at 2 C.F.R. § 200.1.

9.6.1.3 <u>Ownership, Use, Sharing and Disposition</u>. The provisions of 2 C.F.R. § 200.310 *et seq.* (Property Standards), as applicable, shall apply to the ownership, use, sharing and disposition of tangible property (if any) acquired with federal funds made available under this Agreement and/or program income generated hereunder. CCG reserves its rights pursuant to 2 C.F.R. § 200.311 and 2 C.F.R. § 200.313 to require transfer of real property or equipment acquired with such funds. Subrecipient shall maintain an adequate, up-to-date inventory of all supplies and equipment throughout the term of this Agreement. Subrecipient agrees to transfer title in any used or unused supplies it may have acquired pursuant to 2 C.F.R. § 200.314 to CCG upon termination or expiration of this Agreement, free of compensation of any kind from CCG.

9.6.1.4 <u>Equipment Records</u>. Pursuant to 2 C.F.R. § 200.313(d)(1), Subrecipient shall maintain detailed property records for equipment (if any) purchased with funds made available under this Agreement and/or program income generated

hereunder.

9.6.2 <u>Equipment and Proceeds</u>: In all cases in which equipment acquired, in whole or in part, with funds subject to this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be, upon CCG's sole discretion: transferred to CCG, or retained after compensating CCG for an amount equal to the current fair market.

9.6.3 <u>Survival</u>. The rights and obligations of this Section 9.6 (Use and Reversion of Assets) shall survive the termination or expiration of this Agreement.

ARTICLE X SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS

10.1 <u>Suspension or Termination</u>

10.1.1 <u>General Termination</u>: CCG may suspend or terminate this Agreement immediately upon delivery of written notice to the Subrecipient if CCG loses funding or discovers any illegal conduct or allegation of illegal conduct on the part of Subrecipient. In the event of termination of this Agreement prior to the end of the term for any reason, Subrecipient shall immediately return all property, equipment, materials, and/or supplies purchased pursuant to this Agreement and any unexpended portion of the funds received by Subrecipient to CCG.

10.1.2 <u>Termination for Failure to Materially Comply</u>: In accordance with 2 C.F.R. §§ 200.339 and 200.340, CCG may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and federal guidelines, policies or directives as may become applicable at any time;
- b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- c. Ineffective or improper use of funds provided under this Agreement; or
- d. Submission by the Subrecipient to CCG reports that are incorrect or incomplete in any material respect.

10.1.3 <u>Termination for Convenience:</u> In accordance with 2 C.F.R. §200.340, this Agreement may also be terminated for convenience by either CCG or Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. If either Party wishes to terminate this Agreement for convenience, it must do so by providing thirty (30) days' Notice to the other Party.

10.2 <u>Other Remedies for Failure to Comply</u>: If Subrecipient materially fails to comply with a term of CCG's federal award, federal, state, or local law, an assurance, this Agreement, or any other applicable rule, CCG may take any or all of the following actions it deems appropriate in the circumstances:

- a. Demand repayment to CCG of all or part of the funds subject to this Agreement;
- b. Withhold further awards for the Program identified in this Agreement;

c. Take any other remedies that may be legally available, including any additional remedies listed elsewhere in this Agreement.

10.3 <u>Refund Provision</u>: If, at any point and for any reason, the Department of Treasury rescinds or seeks to recover from CCG American Rescue Plan Act funds, CCG may rescind the funds subject to this Agreement from Subrecipient. In the event or to the extent that Subrecipient has expended those funds pursuant to the terms of this Agreement, Subrecipient, at CCG or the Department of Treasury's discretion, may be required to refund those funds to CCG from another source.

ARTICLE XI PERSONNEL PROVISIONS

- 11.1 <u>Independent Contractor</u>: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. CCG shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor. Neither of the parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other party.
- 11.2 <u>Workers' Compensation</u>: Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- 11.3 <u>Civil Rights</u>

11.3.1 Compliance

11.3.1.1 The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and related executive orders.

11.3.1.2 Regarding Equal Employment Opportunity, Subrecipient agrees and understands that no person shall be discriminated against on the grounds of race, color, national origin, age, familial status, handicap or sex. Further assurance is also given that Subrecipient will immediately take any measures necessary to effectuate this policy. Notice of the policy will be placed in plain sight at the Project location, for the benefit of interested parties, and all subcontractors will be notified of the policy provisions.

11.3.2 <u>Nondiscrimination</u>: Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders.

11.3.3 <u>Section 504</u>: Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. CCG shall provide Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

11.4 <u>Affirmative Action</u>

11.4.1 <u>Approved Plan</u>: Subrecipient agrees that it shall be committed to carry out pursuant to CCG's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966.

11.4.2 <u>Women- and Minority-Owned Businesses (W/MBE)</u>: Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this agreement. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

11.4.3 <u>Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement</u>: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient; state that it is an Equal Opportunity or Affirmative Action employer.

11.5 <u>Employee Verification</u>: Compliance with O.C.G.A. Sec. 13-10-91 and Georgia Department of Labor Rule 300.10.1.02, regarding verification of new employee information, is a condition of this Agreement. Compliance with 8 U.S.C. § 1621, the Immigration and Nationality Act, and O.C.G.A. §50-36-1, is a condition of this Agreement.

11.6 <u>Conflict of Interest</u>: Subrecipient agrees to abide by the provisions of 2 C.F.R. §§ 317 and 318 which include (but are not limited to) the following:

11.6.1 Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

11.6.2 No employee, officer or agent of Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds made available under this Agreement, or program income generated hereunder, if a conflict of interest, real or apparent, would be involved.

ARTICLE XII RESTRICTIONS ON USE OF FUNDS AND CONDUCT

12.1 <u>Restrictions on Use of Funds – Generally</u>: Subrecipient is prohibited from using funds subject to this Agreement or personnel employed in the administration of the Program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

12.1.1 <u>Hatch Act</u>: Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C..

12.1.2 <u>Religious Activity</u>: Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction,

or proselytization.

12.2 Conduct

12.2.1 <u>Assignability</u>: Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of CCG; provided, however, that claims for money due or to become due to Subrecipient from CCG under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to CCG.

12.2.1 <u>Indemnity</u>: Subrecipient waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless CCG, its officers and employees, (collectively, "Releasees"), from any and all claims, demands, liabilities, losses, costs or expenses, including attorneys' fees, for any loss or damage for bodily injury, property damages and attorneys' fees related thereto, caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission on the part of Subrecipient, its agents, employees, subcontractors, or others working at the direction or on behalf of Subrecipient. Subrecipient's obligation to indemnify any Releasees shall survive the expiration or termination of this Agreement by either Party for any reason.

12.2.3 Subcontracts:

12.2.3.1 <u>Monitoring</u>: Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

12.2.3.2 <u>Content</u>: Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

11.2.3.3 <u>Selection Process</u>: Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.

12.2.4 Lobbying: Subrecipient hereby certifies that:

12.2.4.1No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

12.2.4.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

12.2.4.3 It will require that the language of paragraph (6) of this certification be

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included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12.3 <u>Copyright</u>: If this Agreement results in any copyrightable material or inventions, CCG and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

ARTICLE XIII OVERSIGHT AUTHORITIES

13.1 <u>Oversight</u>. CCG shall have authority to perform any and all necessary oversight functions to ensure Subrecipient's proper management and compliance with federal grant management requirements, including but not limited to the requirements of 2 C.F.R. Part 200 and Federal Awarding Agency requirements under the Prime Award.

13.1.1 Evaluation and Inspection. In furtherance of CCG's obligations under 2 C.F.R. §§ 200.329 and 200.332(d), Subrecipient agrees to permit CCG and the Federal Awarding Agency, or any of their duly authorized representatives, to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of work and activities performed under this Agreement, the proper expenditure of federal funds, as well as the proper allocation of funds awarded hereunder to the approved Scope of Project described in Article III. CCG's evaluation and inspection methods include, but are not limited to: (i) scheduled and unscheduled site visits and (ii) reviews and/or audits of records related to the performance of this Agreement. To the extent feasible, and when advance notice would not frustrate the purpose of the inspection, CCG shall provide advance notice to Subrecipient, usually seven (7) calendar days, of site visits or audits.

13.1.2 <u>Outside Audit or Monitoring Firm Support</u>. Subrecipient acknowledges and agrees that CCG may carry out its oversight functions directly or through engagement of an audit or monitoring firm or other appropriate contracted support. In the event a third party is engaged to assist with any audit or monitoring functions, CCG shall require such entity to sign a reasonable nondisclosure agreement preventing disclosure of Subrecipient's proprietary or otherwise sensitive information to the extent such nondisclosure agreement would not frustrate the purpose of the review.

13.2 <u>Remedies for Non-Compliance</u>. If Subrecipient fails to comply with the terms and conditions of this subaward, CCG may impose additional conditions on Subrecipient as described at 2 C.F.R. § 200.208 (Specific conditions). If, in its sole discretion, CCG determines that non-compliance cannot be remedied by imposing special conditions, in accordance with 2 C.F.R. § 200.339 (Remedies for noncompliance), CCG may: (i) temporarily withhold cash payment pending correction of the deficiency; (ii) disallow all or part of the cost of the activity or action not in compliance; (iii) wholly or partly suspend or terminate this subaward of federal funds; (iv) withhold further awards; or (v) take other remedies that may be legally available.

13.3 <u>Significant Developments</u>. Pursuant to 2 C.F.R. § 200.329(d), as soon as any such condition becomes known, Subrecipient shall report to CCG: (i) problems, delays, or adverse

conditions which may materially impair the ability of Subrecipient to meet the objectives of the subaward, and (ii) favorable developments which may enable Subrecipient to meet time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

13.4 <u>Good Faith Compliance Cooperation</u>. The Parties acknowledge that they share the goals of compliance with federal requirements and efficient performance of this Agreement in furtherance of carrying out the overall project under the Prime Award. Subrecipient hereby confirms that it will raise compliance questions in advance where feasible to avoid possible instances of noncompliance. CCG hereby confirms that it shall provide reasonable technical assistance and guidance relating to grant management requirements in response to specific questions posed by Subrecipient.

13.5 <u>Survival</u>. The rights and obligations of this Article XII (Oversight Authorities) shall survive the termination or expiration of this Agreement.

ARTICLE XIV GENERAL PROVISIONS

14.1 <u>Severability</u>: If any provision of this Agreement is held as a matter of law to be invalid, unenforceable, or illegal, the remainder of the Agreement shall be enforceable without such provision.

14.2 <u>Waiver</u>: CCG's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the CCG to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

14.3 <u>Section Headings and Subheadings</u>: The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14.4 <u>Entire Agreement</u>: This Agreement, including Exhibits hereto, constitutes the entire agreement between CCG and Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CCG and Subrecipient with respect to this Agreement.

14.5 <u>Choice of Law, Venue, Right to Jury Trial</u>: This Agreement shall be governed by the laws of the State of Georgia, and the Parties agree that exclusive venue for any dispute arising from this Agreement shall be in Muscogee County State or Superior Court, or the United States District Court for the Middle District of Georgia. CCG does not agree to arbitration nor waive its right to a jury trial. Nothing in this Agreement shall be construed as waiving any immunity held by CCG under the Eleventh Amendment of the United States Constitution.

14.6 <u>Counterparts</u>: This Agreement may *not* be executed in separate counterparts.

14.7 <u>Electronic Representations and Records</u>: Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

14.8 <u>Debarment and Suspension</u>. Subrecipient certifies that neither it, nor any of its principal

employees, has been debarred, excluded or suspended from participation in federal programs or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations.

14.9 <u>Clean Air Act and Federal Water Pollution Control Act</u>. Subrecipient agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 1857 *et. seq.*) and the Federal Water Pollution Control Act (33 U.S.C. §1251 *et seq.*), as amended.

14.10 On-line Searchable Databases.

14.10.1 <u>OIG Databases</u>. Subrecipient agrees that prior to adding a member to its Board of Directors, employing or contracting with any individual, or contracting with any other entity, Subrecipient will review on-line searchable databases available to determine exclusion, suspension and/or debarment status of such individual/entity, including, but not limited to, the List of Excluded Individuals and Entities ("LEIE") Database and the Exclusions Database operated by the HHS Office of Inspector General ("OIG"). Subrecipient agrees to check the LEIE and OIG databases on a monthly basis and shall notify CCG immediately if an employee or contractor is listed on either LEIE or the OIG database.

14.10.2 <u>System for Award Management</u>. Subrecipient agrees that, to the extent required by 2 C.F.R. Part 180, prior to engaging any contractor for supplies or services with funds furnished under this Agreement, it shall review the System for Award Management ("SAM") Excluded Parties List System ("EPLS") operated by the General Services Administration ("GSA") to determine whether the prospective contractor is suspended, debarred, or otherwise excluded.

14.11 Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights.

14.11.1 <u>Rights</u>. This subaward of federal funds and employees working on this Agreement will be subject to the whistleblower rights and remedies established at 41 U.S.C. § 4712.

<u>14.11.2</u> Inform Employees. Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in 48 C.F.R. § 3.908.

<u>14.11.3</u> Inclusion in Subcontracts. Subrecipient shall insert the substance of all of this Section K (Whistleblower Rights), including this paragraph, in all contracts over the simplified acquisition threshold as defined in 2 C.F.R. § 200.1 (currently, two hundred and fifty thousand dollars (\$250,000.00)).

14.12<u>Mandatory Disclosures</u>. In accordance with 2 C.F.R. § 200.113, Subrecipient shall disclose in a timely manner in writing to CCG all violations of federal criminal law involving fraud, bribery, or gratuities potentially affecting the Prime Award.

14.13 <u>FFATA Subaward Reporting System</u>. Subrecipient agrees to comply with the Federal Funding Accountability and Transparency Act ("FFATA") and, if applicable, to provide any information required by CCG thereunder to meet its reporting obligations.

14.14<u>No Intended Third Party Beneficiaries</u>. There are no intended third party beneficiaries of this Agreement. Neither the beneficiaries of the grant project nor any individuals who may have

a role in implementing the project (including, but not limited to, project directors or principal investigators) shall have, or be construed as having, any rights whatsoever to enforce the terms of this Agreement.

14.15 Assurances for Construction Subawards:

14.15.1 If applicable, Subrecipient will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications;

14.15.2 Subrecipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or CCG;

14.15.3 Subrecipient will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures;

14.15.4 Subrecipient will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;

14.15.5 Subrecipient will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327333) regarding labor standards for federally-assisted construction subagreements;

14.15.6 Subrecipient will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;

14.15.7 Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) if applicable, assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);

14.15.8 Subrecipient will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system;

14.15.9 Subrecipient will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

ARTICLE XV <u>TERM</u>

15.1 <u>Term</u>. This Agreement shall take effect upon execution by both Parties and shall remain in effect for a period of 24 months unless sooner terminated pursuant to Article X (SUSPENSION, TERMINATION, BREACH, DEFAULT, AND RECOVERY OF FUNDS).

15.2 <u>Renewal</u>. This Agreement shall not be renewed unless mutually agreed upon by both Parties (30) day's prior to the expiration of this Agreement.

(SIGNATURES ON FOLLOWING PAGE)

WHEREFORE, the Parties, having read and understood the terms of this agreement and having all required authority, do hereby agree to such terms by execution of their signatures below.

On Behalf of the Columbus, Georgia Consolidated Government:

By:	Isaiah Hugley, City Manager	Date:
Attes	t: Sandra T. Davis, Clerk of Council	Date:

(SEAL)

On Behalf of the West Central Health District - Columbus Department of Public Health

By:

Date: _

Dr. Beverly Townsend, District Health Director

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Attest:	Date:
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EXHIBIT A SCOPE OF WORK

The Cure Violence Epidemic Control (Health) Model is a data-driven, research-based, and communitycentric approach to violence prevention. Violence clusters, spreads, and transmits like a contagious disease which are the characteristics of an epidemic. By partnering with the Columbus Health Dept and taking the health approach we are re-understanding violence to reduce the inequities of marginalized communities and promote understanding of the contributing factors of violence. It has been shown that a person's risk of adopting violent behavior is increased based on their exposure to violence. It is time to view this untreated and misdiagnosed health problem through a new lens.

The Cure Violence program utilizes street and hospital level intervention techniques based on a public health perspective. The program would be implemented and managed under the Columbus Health Dept to provide accountability, develop intervention strategies, guide partnership direction, and manage funding distribution to successfully reduce violence exposure. The model has specificity that includes five total components that are required for it to be a successful Cure Violence program.

Three Core Components

- 1. Detect and interrupt potentially violent conflicts through trained credible workers
- 2. Provide ongoing behavior change and support to the high-risk individuals through trained credible workers
- Change community and group norms that allow, encourage, and exacerbate violence in chronically violent neighborhoods to healthy choices that reject the use of violence

Two Implementing Components

- 1. Continually analyze data to ensure proper implementation and changes in violent events
- Provide training and technical assistance to workers, program managers and implementing agency covering the necessary skills to implement the model correctly and successfully

Cure Violence works by interrupting the transmission of retaliatory violence, facilitating behavior change by individuals identified as high-risk for committing violence through connections to resources and ongoing support, and organizing community members to change community norms towards a non-violent culture.

Community workers are the credible messengers/workers known as 'Interrupters'. Along with support from local agencies and law enforcement, will enable the 3-tiered approach of Cure Violence to be effective. Interrupters are people with a credible and respected status in the impacted communities, that are influential with the individuals at highest risk of committing shootings or violent crimes. They can build trusting relationships with the drivers of violence in a community, due to their own past experiences on the street.

EXHIBIT B PROGRAM BUDGET

UNIT	Unit Cost	# of Units	Annual Total
Field Supervisor (AV2- GH)	\$27,248.00	2	\$54,597.50
Fringe Benefits (61.7%)	\$16,812.48	2	\$33,624.96
Community Advocate/Violence Interrupter(VI) / Outreach Worker	\$22,620.00	10	\$226.200.00
Implementation Technical Assistance, Hiring/Consultants and Program Monitoring	\$11,250	4	\$45,000.00
Community Advocate (VI) and Reduction Training (VIRT)	\$6250.00	4	\$25,000.00
Program Management / Supervision Training	\$6250.00	4	\$25,000.00
CV CommCare Database Training	\$6250.00	4	\$25,000.00
Printed Promotional	\$8800.00	4	\$30,097.54
TV/Digital Media	\$4000.00	4	\$16,000.00
Equipment: Computers/Laptop	\$1000.00	4	\$ 4,000.00
Equipment: Radios/Cellphone/Office Phone	\$1000.00	4	\$ 4,000.00
Equipment: Phone System (VoIP)	\$50.00	12	\$ 600.00
Postage and Shipping	\$165.00	12	\$ 1,980.00
Supplies	\$200.00	12	\$ 3,000.00
Information Technology	\$250.00	12	\$ 3,000.00
Automotive/Travel*	\$250.00	12	\$ 3,000.00
		Total	\$500,000.00



CURE VIOLENCE GLOBAL COLUMBUS, GA ASSESSMENT JANUARY 18, 2022 FINAL

OBJECTIVE OF ASSESSMENT VISIT

The Cure Violence Global (CVG) Training & Technical Assistance Team conducts assessment visits to determine if local political will and capacity exists to implement the CVG model. The assessment visits are conducted by engaging stakeholders, community organizations, and individuals to familiarize them with the CVG model, to review data to determine potential target areas, develop partnerships, meet with possible workers, and develop potential program structures for future implementation. Specifically, the assessment seeks to determine the following:

(1) Is there a governmental or non-governmental agency with the capacity and will to implement the CVG model with fidelity?

(2) Does official and unofficial data exist about violent incidents to focus, monitor, and measure the implementation of the model?

(3) Does official and unofficial data exist about the nature of violent incidents to determine if the CVG model is appropriate?

(4) Does official and unofficial data exist to create criteria to identify the highest risk target population for focusing implementation?

(5) Do community organizations exist who fit the CVG criteria to serve as partners to implement the model?

(6) Do individuals exist who could fulfill the role of Violence Interrupters and/or Outreach Workers?

(7) Is there enough information to determine initial program recommendations for program size, budget, recruitment strategies, and ongoing training and technical assistance plan from CVG?

Due to the COVID pandemic, CVG adapted the assessment process to include several virtual meetings to minimize the number of "in person" meetings.

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COLUMBUS ASSESSMENT SCHEDULE AND ACTIVITIES

CVG worked closely with Cure Violence Columbus over the course of seven months to complete the assessment through the four distinct phases which included (1) CVG 101 Informational meetings for a broad range of stakeholders including government agencies, hospitals, service providers, and community-based organizations (virtual), (2) Smaller stakeholder meetings with a subset of attendees of the CVG 101 presentations (virtual); (3) In person visit to Columbus which took place in September of 2021, and then the (4) Determination of next steps with the submission of the assessment report. The schedule of the "In person visit" included:

Tuesday September 28th Agenda:

i. 9:00am - Meet at Marriott Hotel on Front Avenue and head to Benning Park area with Brent and AT to survey the area

- ii. 11:00 Have AT back at hotel for meeting.
- iii. 12:30 1:30 CV Community Collaboration Zoom call with United Way Team
- iv. 5:30 Brent and Reggie will attend Council Meeting

v. 6:00 – 7:30- Cedric and AT will kick-off Community Meeting at Frank Chester Rec Center Wednesday September 29th Agenda

- i. 9:00-9:45 Community Foundation Meeting 1340 13th Street to meet with Betsy Covington
 - ii. 10:00-12:00 Oakland Park area visit
 - iii. 1:00- 3:00- East Carver Heights area visit
 - iv. 6:00 -7:30- Michael Fluellen Rec Center Community Meeting

Thursday September 30th Agenda

- I. 9:00-10:30 Goodwill of Southern Rivers Partner Meeting
- II. 10:30 Overflo Barbershop or First Baptist Center on Victory Drive
- III. 12:00 Debriefing

CURE VIOLENCE GLOBAL BACKGROUND

For more than 20 years, Cure Violence Global has successfully worked to reduce violence in some of the most violent communities in the United States and around the world, advancing a new health paradigm on violence and a scientific approach to preventing it. This approach is grounded in an understanding that violence exhibits hallmarks of an infectious disease. It behaves with a contagious nature; it is acquired and biologically processed, perpetuated through social norms and peer reinforcement, and can be prevented using disease control methodology.

Like an epidemic disease, violence clusters and spreads geographically (Slutkin, 2013; Zeoli, Pizarro, Grady, & Melde, 2012). Many types of violence are transmitted between individuals, including child abuse (Widom, 1999), community violence (Bingenheimer, 2005; Spano, Rivera, & Bolland, 2010), intimate partner violence (Ehrensaft, Cohen, & Brown, 2003), and suicide (Gould & Kramer, 2001; Gould & Lake, 2013). Furthermore, violence can transmute -- exposure to one form of violence increases not only the likelihood of engaging in that type of violence, but others as well. For instance, exposure to

community violence has been shown to increase one's risk of perpetrating domestic violence (Abramsky, et al., 2011) and exposure to war violence one's risk of engaging in community violence (MacManus, et al., 2013). Research further demonstrates a transactional relationship between suicide and other forms of violence, with a history of violence increasing one's risk of suicide and a history of suicidality increasing the propensity for engaging in other types of violence (Van Dulmen et al., 2013).

The Cure Violence Global model is based on the World Health Organization's epidemic control approach for stopping the spread of infectious diseases such as AIDS, cholera, and tuberculosis. The model advances a prevention methodology to identify and detect violent events; interrupt, intervene and reduce risk of their occurrence; and change the behaviors and norms that perpetuate violence. This method begins with epidemiological analysis of the clusters involved and transmission dynamics and uses several new categories of paraprofessional health workers to interrupt transmission to stop the spread and to change norms around the use of violence. Central to this approach is the use of workers viewed as trustworthy and credible by the population being served. This is best accomplished by hiring workers who are from the same community and have had similar life experiences (i.e., community health workers). Workers are trained as disease control workers, like tuberculosis workers, and receive extensive training in methods of mediation, behavior change, and norm change. Cure Violence Global has extensive experience bringing its health-based violence prevention model to scale in Chicago and working with implementation partners to bring the model to scale in other cities.

The model is currently being implemented in more than 50 sites in 25 cities in 10 countries (currently, Mexico, Honduras, El Salvador, Colombia, Argentina, Trinidad and Tobago, South Africa, Canada, Syria, the West Bank, and the United States). While many cities have multiple program sites, the largest scaling of the model to date has occurred in New York, which began as one program site in Brooklyn and has now expanded to more than 30 Cure Violence program sites in nine cities throughout the state. This expansion was made possible in part through the success of the initial seed program, which was found to be highly effective at reducing violence in an independent evaluation. The evaluation's findings provided policymakers with the evidence needed to support the program, which now receives more than \$20 million in annual funding from state and local governments.

For several reasons, model adaptation is eminently scalable. As it has evolved, the Cure Violence approach to model adaptation and diffusion lends itself to replication and scalability. Because Cure Violence has developed an approach rather than a program, per se, and does not typically implement the model directly, it develops extensive training materials and protocols to guide each implementation and adaptation and has a robust training and technical assistance initiative to oversee model implementation nationally. Cure Violence's replication approach calls for the identification of and collaboration with local partner organizations that have the capacity, credibility, and desire to operate a local program, with Cure Violence providing start- up training, ongoing technical assistance, a peer learning network, and process evaluation to ensure fidelity to the approach.

As noted, the Cure Violence Global model is derived from epidemiological disease control methods. Three main strategies are used in reversing infectious epidemic processes: (1) detecting and interrupting ongoing and potentially new infectious events; (2) determining who are most likely to cause further infectious events from the infected population and then reducing their likelihood of developing disease and/or subsequently transmitting; and (3) changing the underlying social and behavioral norms, or environmental conditions, that directly relate to the spread of the infection (Nelson and Williams, 2007; Heymann, 2008).

The Cure Violence Global method begins by examining the clusters involved and transmission dynamics and uses several new types of disease control workers -- including violence interrupters and outreach

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behavior change agents -- to interrupt transmission (or the contagion), to stop the spread of the violence disease, and to change underlying norms. Workers are trained similarly to tuberculosis or HIV/AIDS workers to help find cases and ensure that persons are sufficiently rendered noninfectious (albeit in the case of tuberculosis using antimicrobial agents) (Slutkin, et al., 2006). However, tuberculosis outreach workers also require the use of persuasion (e.g., for taking medications) to ensure that effective change is occurring. Cure Violence Global disease control workers are trained in modern methods of persuasion, behavior change, and community norm change — all of which are essential for limiting the spread of outbreaks of violence. The principles underpinning the approach derive from current knowledge of social psychology and brain research, just as the principles for controlling other infectious diseases stem from understanding their underlying mechanisms and patterns of flow.

One of these principles involves employing persons from the same "in-group" as change agents, which reduces defiance and engenders trust, credibility, and access. Several cognitive processes are sensitive to group membership and for assessing "us" or "them" (Mathur, Harada, Lipke, & Chiao, 2010; Bruneau, Dufour, & Saxe, 2012), and determining whether someone is working in your own interest or not. Behavior change is enhanced through the use of credible messengers, as well as ensuring that the new behaviors are acceptable, doable (i.e., potential barriers to engaging in the behaviors are mitigated) and feel right socially. Messages need to be constructed to include new information about the behavior and new skills to be practiced and to trigger positive rather than negative reactions from peers.

Changing norms is done most effectively by bringing some of these practices to scale, and by questioning existing norms and proscribing new norms at population levels. As thoughts, behavioral scripts, and norms are transmissible, new scripts and norms are developed and a new set of behaviors becomes the norm. Interruption is essential; however, brain processes, including preexisting emotional dysregulation as well as continued peer pressures to belong, remain problems if unattended to or untreated.

In community violence implementation sites, trained health workers called violence interrupters and outreach workers (in some adaptation these positions are combined) prevent violence by identifying and mediating potentially lethal conflicts in the community (violence detection and interruption) and following up to ensure that the conflict does not reignite.

Whenever a shooting happens, trained workers immediately mobilize in the community and at the hospital to cool down emotions and prevent retaliations – working with the victims, friends and family of the victim, and anyone else connected with the event. Workers also identify ongoing conflicts by talking to key people in the community about ongoing disputes, recent arrests, recent prison releases, and other situations and use mediation techniques to resolve them peacefully. Workers follow up with conflicts for as long as needed, sometimes for months, to ensure that the conflict does not become violent.

Outreach Workers also work intensively with a caseload (15 - 20) of the highest risk individuals to decrease the use of violence (behavior change of highest risk) by establishing contact, meeting them where they are at, developing trusting relationships, talking to them about the consequences of engaging in violence, teaching alternative responses to violence triggers, and helping them to obtain the social services and community resources they need such as job training, employment, and drug treatment, to shift their violent trajectory.

Finally, workers engage leaders in the community as well as community residents, local business owners, faith leaders, service providers, and at-risk individuals, promulgating the message that violence should not be viewed as normal but as a behavior that can be changed (norm change). Whenever a

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shooting occurs, workers organize a public response during which dozens of community members voice their objection to the shooting. Workers also coordinate with existing and establish new block clubs, tenant councils, and neighborhood associations to build social cohesion and promote community safety. And, they distribute materials and host events to convey the message that violence is not acceptable.

The Cure Violence Global model has undergone 11 independent evaluations to date, all of which have reported statistically significant reductions in violence. A John Jay College of Criminal Justice evaluation of two New York City neighborhoods operating Cure Violence programs from 2014 to 2016 found steeper declines in acts of gun violence and increases in the expression of pro-social norms compared with similar neighborhoods not operating Cure Violence programs. The study found reductions across all measures, including a 63% reduction in shootings in one community, a 50% reduction in gunshot wounds in the other, less support for the use of violence, and greater confidence in police. An evaluation in three Philadelphia Police Service Areas found that the Cure Violence program was associated with a 30% reduction in the rate of shootings. A 2014 evaluation of two Chicago Cure Violence program neighborhoods showed a 31% reduction in homicides and a 19% reduction in shootings in targeted districts. A 2009 Northwestern University evaluation found that the model was associated with 16-34% reductions in shootings and 46-100% reductions in retaliatory homicides. A 2012 Johns Hopkins University evaluation found that Safe Streets, Cure Violence's partner in Baltimore, reduced killings up to 56%, and shootings up to 44%. In a study which will be released by Arizona State University in 2018, the adaptation of the Cure Violence model in East Port of Spain, Trinidad found "Based on a series of quasi-experimental designs using three independent data sets maintained and updated by different entities...found that the Cure Violence intervention was associated with significant and substantial reductions in violence."

ASSESSMENT FINDINGS

Cure Violence Global was able to determine that the city of Columbus exceeds the necessary local political will and capacity to implement the model through the leadership of Cure Violence Columbus. Below are brief descriptions of the finding of the assessment for element which is required to implement the CVG model.

(1) Is there a governmental or non-governmental agency with the capacity and will to implement the CVG model with fidelity?

Yes, CVG was able to determine during the assessment process that the City of Columbus has extremely high levels capacity, will, and commitment to implementing the model. The cross-sector group Cure Violence Columbus (CVC) includes citizens representing the health, law enforcement, small business and faith-based sectors, has formed with "[t]he sole purpose of reducing violence and creating healthy equitable Communities." CVC has organized a broad and comprehensive group of stakeholders which includes:

(1) **Community-Based Partners:** Mothers Against Gun Violence, Columbus Got Game, Truth Springs Academy, Columbus Rotary, House of Heroes, Habitat for Humanity, Boys and Girls Club, Goodwill Southern Rivers (The Bridge 15 week program), Neighborworks, Block Huggers, Overflo Ministries, SAVE, Turn Around Columbus, Columbus Chamber, Community Foundation, Columbus Optimist Club, Columbus Parks and Rec, Community Warriors (Mimi Woodson), United Way, Georgia Center for Opportunity, Hope Harbor, The Salvation Army, Safe Kids Columbus, Boyz2Men

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(2) **Education Partners**: Troy University, Columbus Tech (re-entry), Hiring Well Doing Good, Muscogee County Schools, Columbus State University;

(3) Hospitals and Mental Health Services: Piedmont Columbus Regional Hospital, Pastoral Institute, Mercy Med, Valley Healthcare System, Bradley Center;

(4) **Department of Public Health and Schools of Public Health**: West Central Health District, University of Pittsburgh

(5) Law Enforcement and Criminal Justice: Columbus Police Department, Muscogee County Sherriff's Office; Phenix City Police Dept

(6) **Media**: WTVM (James Giles), J Love Media Production, Roy Hammer, WRBL (Michaela Leggett) Joseph Brennan, Urban Aesop Publications, David Hammond, Gregory Blue;

(7) **Faith-Based**: Community Chaplains, Howard Hooper, Dr. Flakes, Block Huggers, Dr. James Lewis, Dr. Sherman, Greater Peace (Pastor Neil), Pastor Adrian Chester, Metropolitan, Wyntonn Hill, Take the City, Young Life Columbus;

(8) **Community Leadership:** Mayor's Commission, City Council, Mayors Office, Greater Columbus Chamber of Commerce, State Representatives: Calvin Smyre, Carolyn Hugley, Ed Harbison, Debbie Buckner, Richard Smith, and Randy Robertson;

(9) **Social Service Providers**: Victim Advocacy, Hope Harbor, Safe Kids, Homeless Resource Network, Children's Tree House (Twin Cedars Youth and Family Services), United Way;

(10) **Local Business**: Daphne's Bridal Boutique, PTAP, Hybrid Fitness, Twisted Skillit, KOSMODIDIT, Media Mule, Morris Signs, Frank's Alley

(11) **Community Members**: Jacobee Love, Linda Robinson (Columbus Against Drugs), Doug McCloud, Sonny Rinker, Corey Black, Tacara Hemmingway (My Black has a Purpose), Dr. Kippins, Willy Phillips, Pauline Johnson, Sunny Rinker, Daisy Lynton (Black Nurses Association), Teddy Reese, Doug McLeod, Jerome Lawson, KD Dunnigan, Coach T Flowers, Norman Quarles, Tarhead, CJ Drinkard, David Daniels.

Through the leadership of CVC, the City Council allocated \$25,000 to conduct an assessment on the feasibility of Cure Violence in Columbus, GA. After the assessment, CVC can request up to \$500,000 to fund the first year of the program.

Health Department Oversight

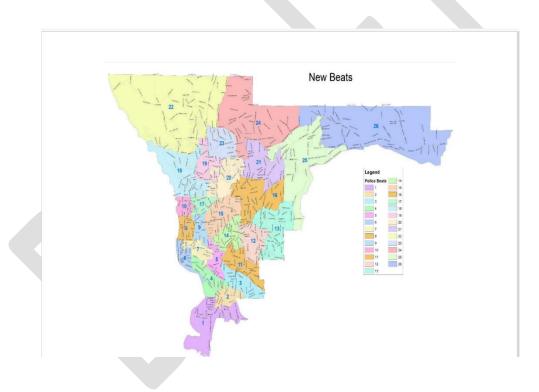
The West Central Health District of the Georgia Department of Public Health will provide primary oversight for implementation in Columbus, GA. The mission of the West Central Health District is to promote wellness and improve health outcomes through affordable services that inform the public, prevent disease and injury, protect life, and provide emergency preparedness with compassion, integrity and accountability. CVG's mission is uniquely aligned with the mission and vison of the West Central Health District, which has both capacity and experience in implementing interventions that are community engaged and transformative. **Dr. Asante Hilts**, program manager and epidemiologist with the West Central Health District, serves as an executive member of the Cure Violence Columbus team and will be the primary site contact with the West Central Health District. Hiring of program staff, staff and team support will operate through the West Central Health District, abiding by their equitable hiring

policies and procedures. Additionally, there are several existing programs that allow for the hiring and retention of employees with previous criminal history. As there is precedent for this through the district, hiring of all staff for Cure Violence Columbus will be conducted through the West Central Health District (https://westcentralhealthdistrict.com/programs-services/cure-violence/).

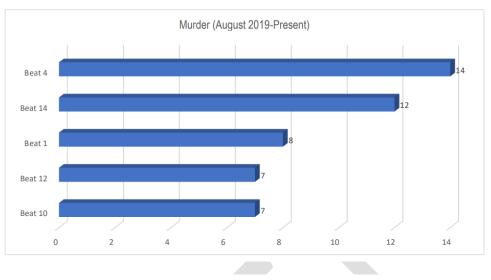
(2) Does official and unofficial data exist about violent incidents to focus, monitor, and measure the implementation of the model?

Yes, CVG was able to determine that The City of Columbus exceeds the data requirement for the CVG model to be successful. CVC has requested, organized, and analyzed data from the Columbus Police Department and the Piedmont Columbus Regional which can capture, focus, monitor measure, and ultimately report on the impact of the CVG model at the community level.

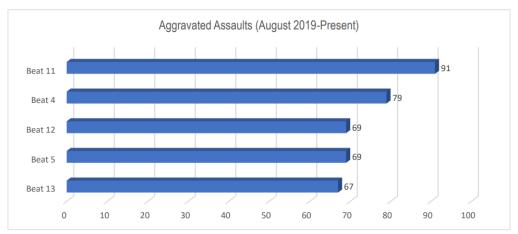
The available data identifies chronic "hot spots" to the level of beat and zip code where shootings and killings have persisted for several years to focus the intervention. Below are examples of the data for beat level, murder density for all of Columbus, and zip code hot spots from 2019 to present provided to CVC by Columbus Police Department. There are clear "hot spots" where the program can be implemented.



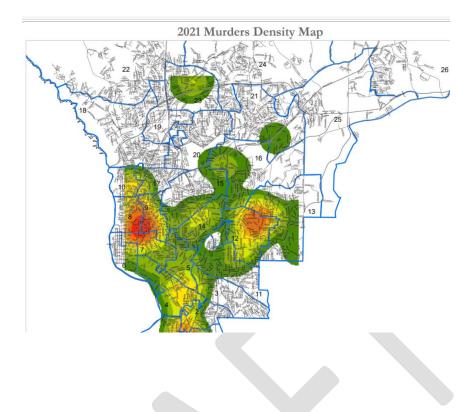
New Beats- 26 Beats



New Beats- 26 Beats





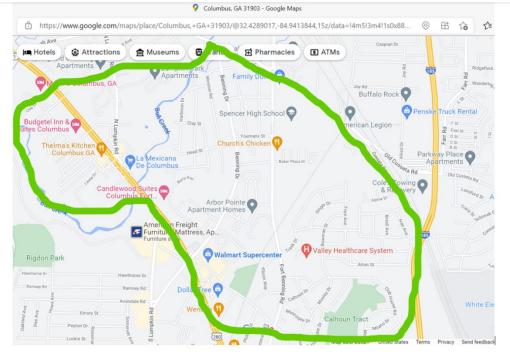


Most Violent Crime Zones by Zipcode (31903, 31906, 31907)						
Zone	Beat	Zipcode	Count			
18	4	31903	15			
25	3	31907	10			
23	4	31903	10			
56	5	31906	10			
58	14	31906	10			
14	2	31903	9			
6	1	31903	8			
40	11	31907	8			
45	7	31906	8			
17	4	31903	8			
75	12	31907	8			
48	11	31907	8			

Prepared by: D. Copeland, Crime Analyst, Criminal Intelligence Unit Date Prepared & Released: Thursday, October 14, 2021

Reviewed by: W. Norris, Sergeant, Criminal Intelligence Unit Authorized by: R. Graham, Deputy Chief, Office of Professional Standards

According to data reviewed, conversations held with stakeholders from the areas, and drive throughs in the target area during the assessment it has been determined that the dynamics of the "hot spots" are appropriate and consistent with other areas where the CVG model has been implemented. These dynamics included the existence of individuals and groups associated with violence (gangs, crews, clicks, etc.), high levels of social and economic inequity, illegal drug activity, high levels of robberies, and other crimes.



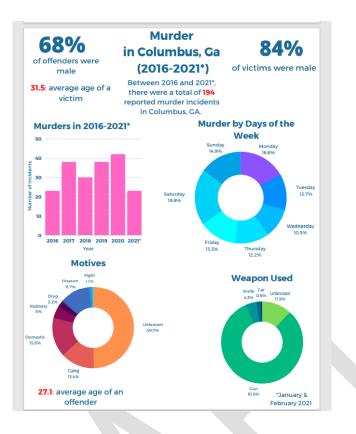
The specific target area is which are being recommended to implement the CVG model is below:

(3-4) Does official and unofficial data exist to determine if the CVG model is appropriate and identify the highest risk target population for focusing implementation?

Yes, the data CVG was able to review the data provided by CVC during the assessment process which demonstrated the nature of the violent incidents is consistent with other areas where the CVG model has been implemented. Meaning, that the shootings and homicides take place in mostly public spaces in the community between individuals and groups who are in conflict for various reasons ranging from sale of narcotics to interpersonal conflicts (often fueled by social media) to other "on the spot" transactional disputes.

As can be noted below there are also clear trends in the available data to identify who is at highest risk in Columbus to focus the implementation of the CVG model. Additionally, in speaking with many community stakeholders, the understanding of who is most likely to be involved in the shootings and homicides is consistent with other cities where the CVG model has been implemented successfully.

In the infographic designed by CVC with data provided by the Columbus Police Department we can see the ages, genders, motives, weapons used, and days of week murders from 2016 to 2021 (Jan-Feb):



In additional analysis done by CVC, we see that in Columbus, "[c]rimes in which black males were victims and offenders comprised of 17.02% of all robbery, rape, and aggravated assault incidents from 2016-2021*. Black victims (male, female, & unknown) comprised of 61.18% of all robbery, rape, and aggravated assault incidents from 2016-2021*. Black offenders (male, female, & unknown) comprised of 56.91% of all robbery, rape, and aggravated assault incidents from 2016-2021.*" For the Black males who are 35.07% of all victims; have the Mean age of 31.2, the median age of 24, and the most common age bracket of 18 to 23. The offenders which are 51.46% black men, with the mean age 25.2,* the median age of 28, and the most common age bracket of 16 to 22." (CVC Strategic Plan, Dorbu, 2021).

(5) Do community organizations exist who fit the CVG criteria to serve as partners to implement the model?

Yes, CVG was able to determine during the assessment process that community organizations do exist who fit the criteria to implement the model. Implementation at the community level requires a community-based organization capable of providing oversight of the day-to-day program operations. The criteria for community-based implementation partners are as follows:

- Mission in sync with Cure Violence model and health approach
- Strong ties to the target community
- Viewed as credible, trusted, and neutral by target community and highest risk individuals
- Able to participate in recruitment of potential workers for the target area
- Able and willing to hire and work with individuals with criminal histories/come from the groups in conflict in target area
- History of direct violence prevention or related work
- Experience of managing grants and contracts

- Experience producing detailed reports on regular basis
- Organizational capacity to support and supervise staff and to provide fiscal oversight

CVG was able to meet with several individuals and organizations that demonstrated great concern and commitment to the community throughout the course of the assessment process in Columbus. Many of which are partners and stakeholders of CVC. They have areas of work which included legal services, large and small activities for the community, provision of supportive services, mental health services, reentry work, life skills, sporting activities for youth, mentorship programs, food, and clothing distribution.

It is not uncommon that organizations with the best relationships with the highest risk in the target area do not have the full capacity to provide fiscal oversight. Additional support for administration may be needed to bolster existing candidate organizations. In CVG's experience that can be achieved through a fiscal agent or housing the program in larger organization. Other cities have decided to "house" the program in a health department or similar institution. In this instance, the managers, violence interrupters, and outreach workers are state/county employees and implement the model as such as part of an existing department or division. Hiring practices and other HR considerations must be mapped out clearly to ensure that no barriers are put in place which preclude hiring staff that meet the criteria. It is also important to consider how the health department is viewed by the community and is it accessible during the typical hours of operation of the CVG model (evenings, nights, and weekends).

During the assessment visit, it was determined that the West Central Health District of the Georgia Department of Public Health meets all criteria to implement the program. It appears to have good relationships with the community, as a health department has a mission which is in sync with CVG, is willing to hire and work with individuals with criminal histories/come from the groups in conflict in target area and meets all the fiscal and reporting requirements. The conversations with other community stakeholders confirmed that it could make sense for the health department to potentially serve as the partner for implementation.

(6) Do individuals exist who could fulfill the role of Violence Interrupters and/or Outreach Workers?

Yes, CVG was able to determine during the assessment process that individuals do exist who can fulfill the roles of violence interrupter and outreach worker. The best "change agents" for interrupting violence have in many cases lived the same type of life as those who are being affected by violence and are connected to the community where the initiative is being implemented. Characteristics include:

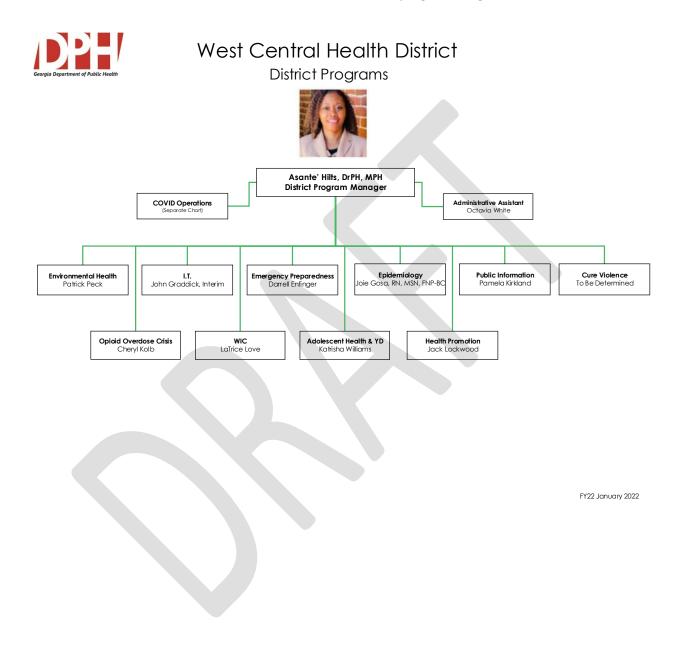
- Has credibility with the highest risk individuals and groups in the target area
- Has relationships (inroads) with the highest risk individuals and groups in the target area
- Has prior ties to gangs or crew, cliques, drug crews, etc., in the target area
- May have been incarcerated for a violent offense
- Resides in or is from the target area
- No longer active in violence, criminal activity, or substance abuse
- Can work as part of a team

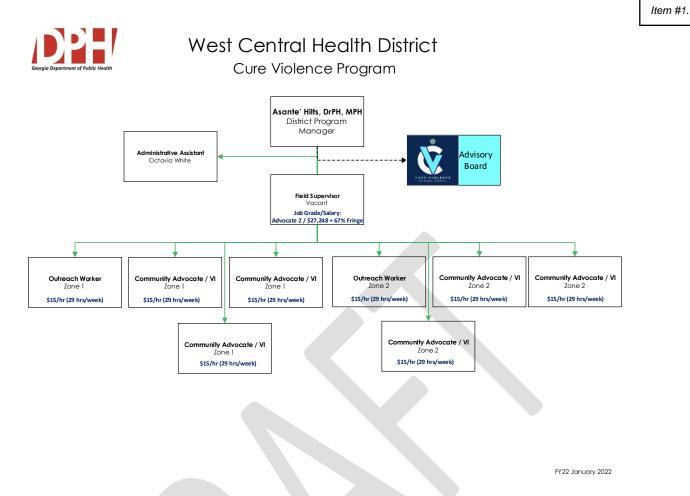
CVG was able to meet with individuals from the "hot spot" communities who clearly fit the profile to fulfill the role of violence interrupters and outreach workers during the in-person site visit in September of 2021. CVG is confident that CVC and the selected Community Based Partner will be able to recruit workers who fit the profile to serve as Violence Interrupters and Outreach Workers.

(7) Determine initial program recommendations for program size, budget, recruitment strategies, and ongoing training and technical assistance plan from CVG

Program Size and Organizational Structure

Based on the size and the scope of the violence in potential target area, CVG recommends a program 8-10-line staff to cover the area. This staffing pattern would include one program manager, one supervisor, three to six Community Advocate/Violence Interrupters and two Outreach Workers. The estimated budget for setting up a program of this size and scope is between \$550k - \$650K for one year. Local costs and factors will need be considered to finalize the program budgets.





Note: The Cure Violence Columbus founding members will play an in-kind advisory board role and not receive any compensation or salary from this program or the West Central Health District.

Cure Violence Technical Assistance

Cure Violence Global preposes the following training and technical assistance (TTA) to ensure the successful implementation of the model in Columbus. The TTA will include:

1. Assistance with Request for Proposal (RFP) Process

a) CVG will provide examples of RFPs used by other cities to select the Community Based Partner. The sample RFP can be adapted to local procurement laws and processes. The RFP review committee and eventually the hiring panel should include community members and leaders identified during the assessment.

2. On-Board Training

a) Two-day onboarding training for community-based partner and governmental oversight agency. The two-day Onboarding Training is designed to equip the governmental oversight and community-based partner with the necessary information and skill associated with the successful implementation of the CVG model. All critical implementation issues are addressed, and specific action plans are developed for the first three to six months of programming.

3. Recruitment and Hiring of Staff

- a) To ensure uniform recruitment and hiring practices. The CVG model uses hiring panels to hire all violence interrupters and outreach workers which include representatives from the implementing agency (i.e., CVC and representatives from health department), community-based partner organizations (CBO), local faith leaders, community residents, and law enforcement, to ensure that the best candidates are selected for each target area. These following are tools which are used to ensure the best candidates are recruited and selected:
 - i. The prescreening checklist to ensure that sufficient background work has been done with the potential candidate to determine that they are suitable to serve as a staff member and have a reliable personal support system.
 - ii. The panel briefing form to assist in educating all members of the panel on the goals and objectives of the hiring panel and their participation to ensure that the strongest candidates are selected (with the least likelihood of relapse).
 - iii. The implementation of uniform interview questions and scorecards for each staff position to ensure that the selection of a worker is predicated on their possessing the necessary skillset to implement the model successfully.
 - iv. The use of a panel tracking form designed to ensure the appropriate individuals and institutions are included in the hiring panels.

4. 40-hour Program Management Training

a) The Management Training is conducted to impart management-level staff with critical knowledge, skills, strategies, and insights specific to managing a health intervention, frontline staff (Violence Interrupters & Outreach workers), strategic recruitment and deployment of staff, building a strong team, creating a positive work environment, enforcing accountability, mobilizing the community and shifting community norms that perpetuate violence. This training is designed to prepare management for providing oversight of the day to day operations, including potential programmatic challenges, strategic planning and the use of data to guide the work and problem solving based

upon nearly 20 years of programmatic experience, current staff and community dynamics.

5. 40-hour Violence Interruption and Risk Reduction Training (VIRT)

- a) The Violence Interruption and Reduction Training (VIRT) has been developed for outreach workers, violence interrupters, and other administrative staff. It includes a mix of presentation of core concepts and skill development through demonstration and practice. The curriculum is focused on four core areas:
 - i. Introduction to interruption and outreach, including roles and responsibilities with an emphasis on boundaries and professional conduct;
 - ii. Identifying, engaging and building relationships with participants and prospective participants, assisting participants to change their thinking and behavior as it relates to reducing risk for injury/re-injury and/or involvement in violence;
 - iii. Preventing the initiation of violence or retaliatory acts when violence occurs through mediation and conflict resolution; and
 - iv. Working with key members of the community, including residents, faith leaders and service providers through public education, responses to violence and community building activities.

6. 16-hour Database Training

a) The database training is designed to equip the site with the necessary skills to use Cure Violence CommCare Database to document all program activities and guide implementation. As a data-driven model, Cure Violence has developed a comprehensive, web-based program database that is used by all implementation sites to track program implementation and participant data. This database provides a robust reporting system which allows for continuous, real-time monitoring of site progress and implementation fidelity. This data is used to monitor and evaluate program progress toward violence reduction and behavior change outcome targets.

7. Weekly Program Monitoring Meetings (with data reports)

a) Ongoing support will be provided through monthly conference calls with the site and representatives of the City of Charlotte. These calls will include analysis and review of the weekly data reports. Cure Violence Global TTA staff will also be available to provide immediate crisis response assistance in addition to the scheduled calls, as needed.

8. Quarterly Booster Training/Site Certification visits

a) Quarterly site visits will be conducted over the course of the contract period in conjunction with the booster trainings. These visits will allow CVG staff to ensure that the lessons from the TTA have been embedded into the local work. Site visits will include observation of daily operations and opportunities to provide onsite feedback as the sites work towards Cure Violence Global certification.

9. 24/7 Emergency Assistance

a) The cost of the Training and Technical Assistance (TTA) is estimated at \$120,000. A scope of work with associated costs of each item and a draft timeline will be provided to

the CVC. In January of 2022, CVG applied for a grant with the Georgia Power Foundation, through their Social Justice Funding Initiative, to fully support the TTA costs for implementation in Columbus to ensure as much of the allocated resources go to direct implementation locally.

10. Funding Opportunities

- a) There are some important opportunities to expand our Cure Violence program using federal funding that we wanted to bring to your attention. Each of these are opportunities for local program support and/or require MOUs or Letters of Support from local government entities.
 - i. **Congressional Earmarks** the Congress has brought back earmarks, meaning that each member can make requests for funding for specific projects within their districts, including Cure Violence
 - ii. Byrne JAG Grants are one of the delineated programs from which members can make a request and Cure Violence programs could be funded through this process. If you have a relationship with relevant House representatives, CVG recommends reaching out ASAP to see if you can submit a funding request for community-based violence reduction work (each member will get to make 10 requests for projects, so there will be many competing priorities). CVG can likely help with this if any introductions or connections to members/staff are needed.
 - 1. Members begin submitting earmark requests March 29
 - 2. Deadline for members to submit April 15
- b) CDC Funding supporting public health approach to violence prevention. Cities, nonprofits and others can apply to get between \$225k-\$250k/year for 5 years to support their programs. Cure Violence is listed as an example of the kind of program that they want to fund (page 11/12 of the funding opportunity announcement, Table 1). The grants are meant to support local programs and require a letter of support or MOU with the local health department. Cure Violence sites could use these funds to help fund technical assistance and training, program expansion, and evaluation support.
 - 1. There is an info session on April 8
 - 2. Applications are due May 1.

CONCLUSION

Cure Violence Global would like to acknowledge the tremendous support and assistance of Cure Violence Columbus in completing the assessment process. It would not have been possible without the group's tenacity and dedication. CVG strongly believes that there is an opportunity for the model to make a substantial contribution to the City of Columbus overall efforts to reduce violence. If any additional information is required, please inform Cure Violence Global and it will be provided.

Reference Material

- Cure Violence Global Evidence of Effectiveness Report 2021
 https://cvg.org/wp-content/uploads/2021/09/Cure-Violence-Evidence-Summary.pdf
- St. Louis Cure Violence NBC Nightly News Feature
 https://www.nbcnews.com/video/cure-violence-hopes-to-interrupt-crime-for-a-safer-st-louis-part-1-126366789861
- Annie E. Casey Foundation: Early Lessons Learned Cure Violence Report on Atlanta and Milwaukee 2021 <u>https://assets.aecf.org/m/resourcedoc/aecf-improvingcommunitysafety-2021.pdf</u>
- Evaluating Cure Violence in Trinidad and Tobago ASU Report 2017
 <u>https://lvp6u534z5kr2qmr0w11t7ub-wpengine.netdna-ssl.com/wp-content/uploads/2019/09/Evaluating-Cure-Violence-in-Trinidad-and-Tobago-1.pdf</u>
- American Public Health Association: Violence is a Public Health Issue 2018
 https://apha.org/policies-and-advocacy/public-health-policy-statements/policy-database/2019/01/28/violence-is-a-public-health-issue

Contact Information: Dr Asante Hilts – <u>asante.hilts@dph.ga.gov</u> Reggie Lewis – <u>reggie4.lewis@gmail.com</u> Cedric Hill - <u>hwpcedrichill@gmail.com</u>

File Attachments for Item:

2. Street Acceptance – That portion of Ripple Ridge located in Section Three, Creekrise

Approval is requested for the acceptance of that portion of Ripple Ridge located in Section Three, Creekrise. The Engineering Department has inspected said street and recommends the acceptance.

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors			
AGENDA SUBJECT:	Street Acceptance – That portion of Ripple Ridge located in Section Three, Creekrise			
AGENDA SUMMARY:	Approval is requested for the acceptance of that portion of Ripple Ridge located in Section Three, Creekrise. The Engineering Department has inspected said street and recommends the acceptance.			
INITIATED BY:	Engineering Department			

<u>Recommendation</u>: Approval is requested for the acceptance of that portion of Ripple Ridge located in Section Three, Creekrise.

Background. That portion of Ripple Ridge located in Section Three, Creekrise has (24) Thirty-four residential lots. The street has been improved and meet the required specifications for acceptance by the City.

<u>Analysis:</u> A deed has been conveyed to the City conveying Ripple Ridge located in Section Three, Creekrise. A description of property is as follows: The street located in Section Three, Creekrise, identified as "Ripple Ridge 50" on that certain plat or survey entitled "Section Three, Creekrise, Part of Land Lot 276, 19th Land District, Columbus, Muscogee County, Georgia, dated December 21, 2021, prepared Moon, Meeks & Associates, Inc., and recorded at Plat Book 167, Page 58, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

Financial Considerations: No City funds are involved until maintenance is assumed after the two-year warranty.

Legal Considerations: In accordance with Section 18-3 of the Columbus Code, all dedicated right-of-way must be accepted by Council.

<u>Recommendation/Action</u>: Approve the acceptance Ripple Ridge located in Section Three, Creekrise.

A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE ACCEPTANCE OF A DEED TO THAT PORTION OF RIPPLE RIDGE LOCATED IN SECTION THREE, CREEKRISE ON BEHALF OF COLUMBUS, GEORGIA.

WHEREAS, Columbus, Georgia has been submitted a deed Ripple Ridge located in Section Three, Creekrise, a full description of property on said deed; and,

WHEREAS, said street has been improved and meet the required specifications for acceptance by the City; and,

WHEREAS, the Engineering Department has inspected said street and recommends acceptance by same.

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

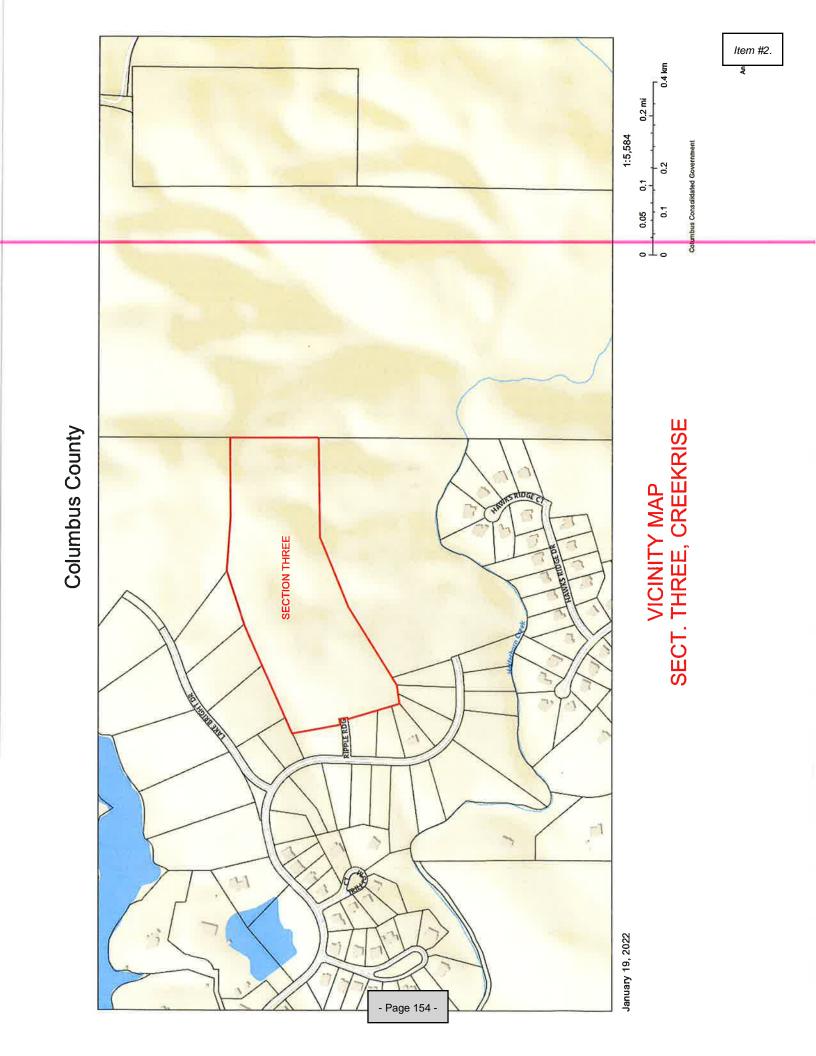
That certain deed dated March 7, 2022, conveying to Columbus, Georgia Ripple Ridge located in Section Three, Creekrise, and the same is hereby accepted. The Clerk of Council is hereby authorized to have said deed recorded in the Deed Records in the Office of the Clerk of Superior Court of Muscogee County. A copy of deed is hereto attached and by this reference mad a part of this resolution.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	•
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Tucker voting	•
Councilor Woodson voting	•
C	

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor



File Attachments for Item:

3. Street Acceptance – That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines

Approval is requested for the acceptance of that portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines. The Engineering Department has inspected said streets and recommends the acceptance.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors		
AGENDA SUBJECT:	Street Acceptance – That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines		
AGENDA SUMMARY:	Approval is requested for the acceptance of that portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines. The Engineering Department has inspected said streets and recommends the acceptance.		
INITIATED BY:	Engineering Department		

<u>Recommendation</u>: Approval is requested for the acceptance of that portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines.

Background. That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines has (38) Thirty-eight residential lots. The streets have been improved and meet the required specifications for acceptance by the City.

<u>Analysis:</u> A deed has been conveyed to the City conveying That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines. A description of property is as follows: All that lot, parcel or tract of land situate, lying and being in Columbus, Muscogee County, Georgia, designated as "Long Leaf Drive", "Pine Chase Drive" and "Pine Tar Drive", as shown on a map or plat entitled "Section Eighteen, Garrett Pines, Part of Land Lot 159, 19th Land District, Columbus, Muscogee County, Georgia, dated November 8, 2021, prepared Moon, Meeks & Associates, Inc., and recorded at Plat Book 167, Page 54, in the Office of the Clerk of the Superior Court of Muscogee County, Georgia.

Financial Considerations: No City funds are involved until maintenance is assumed after the two-year warranty.

Legal Considerations: In accordance with Section 18-3 of the Columbus Code, all dedicated right-of-way must be accepted by Council.

<u>Recommendation/Action</u>: Approve the acceptance that portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines.

Agenda - Page 156 - 1 of 3

A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE ACCEPTANCE OF A DEED TO THAT PORTION OF PINE CHASE DRIVE, THAT PORTION OF LONG LEAF DRIVE AND THAT PORTION OF PINE TAR DRIVE LOCATED IN SECTION EIGHTEEN, GARRETT PINES ON BEHALF OF COLUMBUS, GEORGIA.

WHEREAS, Columbus, Georgia has been submitted a deed That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines, a full description of property on said deed; and,

WHEREAS, said streets have been improved and meet the required specifications for acceptance by the City; and,

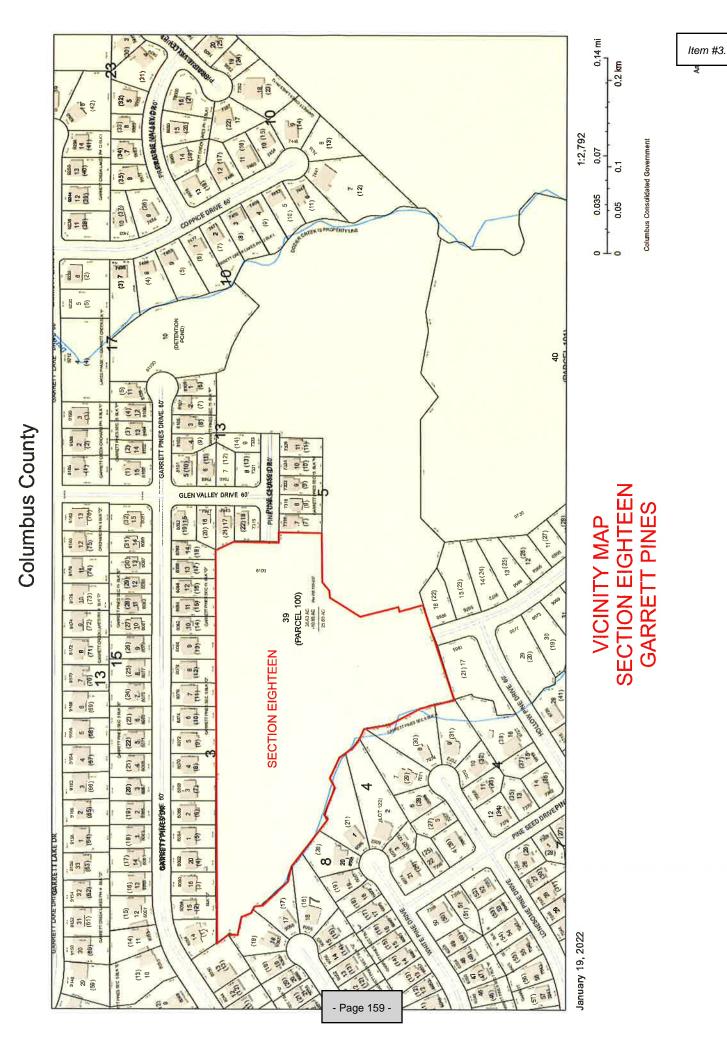
WHEREAS, the Engineering Department has inspected said streets and recommends acceptance by same.

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

That certain deed dated January 26, 2022, conveying to Columbus, Georgia That portion of Pine Chase Drive, that portion of Long Leaf Pine Drive and that portion of Pine Tar Drive located in Section Eighteen, Garrett Pines, and the same is hereby accepted. The Clerk of Council is hereby authorized to have said deed recorded in the Deed Records in the Office of the Clerk of Superior Court of Muscogee County. A copy of deed is hereto attached and by this reference mad a part of this resolution.

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

Councilor Allen voting	·
Councilor Barnes voting	•
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	·
Councilor Huff voting	•
Councilor Thomas voting	·
Councilor Tucker voting	
Councilor Woodson voting	·
C	



File Attachments for Item:

4. Purchase of 5212 Ray Drive, Columbus, Georgia 31904

Approval is requested for the purchase of 5212 Ray Drive, Columbus, Georgia 31904 in the amount of \$140,000 for damage to the home after the collapse of a sewage and storm drainpipe.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors		
AGENDA SUBJECT:	Purchase of 5212 Ray Drive, Columbus, Georgia 31904		
AGENDA SUMMARY:	Approval is requested for the purchase of 5212 Ray Drive, Columbus, Georgia 31904 in the amount of \$140,000 for damage to the home after the collapse of a sewage and storm drainpipe.		
INITIATED BY:	Risk Management		

<u>Recommendation</u>: Approval is requested for the purchase of 5212 Ray Drive, Columbus, Georgia 31904 for damage to the home after the collapse of a sewage and storm drainpipe.

Background: On August 24, 2021 Council approved authority of up to \$140,000 for the purchase of this address. After negotiations it was established that this purchase price represents the mid-range of comparable properties in the area. The settlement will also include a full and final release of all claims, and Ms. Norwood must immediately vacate the property.

<u>Analysis:</u> The home, which was built over 10 years after the installation of the collapsed pipes, was unknowingly built on top of those pipes. As the home settled, the sewage and storm drainpipes became crushed and collapsed causing drainage issues. The location of the collapsed pipes close to the property line makes it impossible to reroute the pipes without causing further damage to 5212 Ray Drive and potentially damage to the neighbor's property.

Financial Considerations: Purchase price for settlement is \$140,000. This is approximately mid-range for the purchase prices of comparable properties in the area.

Legal Considerations: Ms. Norwood is responsible for her own attorney fees. Purchase price is for the home only.

<u>Recommendation/Action</u>: Approval is requested to purchase the property in exchange for a full and final release of all claims.

A RESOLUTION

NO.____

A RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY LOCATED AT 5212 RAY DRIVE, COLUMBUS, GEORGIA 31904 TO INCLUDE ALL DAMAGE CLAIMS OF MARY LOU NORWOOD.

WHEREAS, Claimant Mary Lou Norwood has filed a claim for damages based on ongoing property damage to her home at 5212 Ray Drive, Columbus, GA 31904; and,

WHEREAS, Risk Management and the City Attorney's office have investigated this claim and recommend a settlement of \$140,000.00 in exchange for a full and final release of all claims.

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

We hereby authorize the City Manager, City Attorney, Risk Manager, Finance Director, and their representatives to make payment of \$140,000.00 to settle all damage claims of Mary Lou Norwood and to execute all appropriate settlement documents to this effect.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 22nd day of March 2022 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	·
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	•
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Tucker voting	
Councilor Woodson voting	
6	

Sandra T. Davis, Clerk of Council

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

File Attachments for Item:

5. Risk Management Donations for Worker's Compensation Seminar for Public Entities

Approval is requested to accept financial donations from businesses and organizations to be used for the presentation of a full-day Worker's Compensation Seminar for Public Entities.

Item #5.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA	Risk Management Donations for
SUBJECT:	Worker's Compensation Seminar for Public Entities
AGENDA SUMMARY:	Approval is requested to accept financial donations from businesses and organizations to be used for the presentation of a full-day
	Worker's Compensation Seminar for Public Entities.
INITIATED BY:	Risk Management

<u>Recommendation</u>: Approval is requested to accept financial donations from businesses and organizations to be used to offset the cost of presenting a full-day Worker's Compensation Seminar for Public Entities at the Trade Center.

Background: Public Workers' Compensation seminars do not address the unique issues often faced by public entities. Risk Management is proposing to put on a free one-day seminar for public entities in Georgia. Speakers will include Councilor Walker Garrett, medical professionals, and attorneys. A mock hearing, unique to our seminar, will be conducted in the afternoon, presided over by Judge Tasca Hagler. Participants are anticipated to include MCSD, CWW and other local public entities, as well as Risk Management staff from around the State. Several partners and organizations have expressed interest in sponsoring this event to enable Risk Management to cover the cost of the facility, meals, and all associated costs.

<u>Analysis</u>: The Columbus Consolidated Government is requesting approval to accept financial donations for this one-day event.

<u>Financial Considerations</u>: This will be at no cost to the City as they are private donations from various organizations.

Projected Annual Fiscal Impact Statement: None is expected.

Legal Considerations: Council must approve the acceptance of financial donations for this event.

<u>Recommendation</u>: Approval is requested to accept financial donations from businesses and organizations to offset the cost of presenting a Worker's Compensation Seminar for Public Entities.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE CITY TO APPROVE AND ACCEPT FINANCIAL DONATIONS FROM EXTERNAL ORGANIZATIONS AND BUSINESS TO OFFSET THE COSTS OF PRESENTING A WORKER'S COMPENSATION SEMINAR FOR PUBLIC ENTITIES.

WHEREAS, the Columbus Consolidated Government is requesting approval to receive financial donations from businesses and organizations to offset the costs of presenting a workers' compensation seminar;

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

We hereby authorize the City Manager, Risk Manager, Finance Director, and their representatives to accept financial donations from businesses and organizations for the purpose of offsetting the costs of presenting a workers' compensation seminar.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 22nd day of March 2022 and adopted at said meeting by the affirmative vote of ten members of said Council.

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	
Councilor Davis voting	
Councilor Garrett voting	
Councilor House voting	
Councilor Huff voting	
Councilor Thomas voting	
Councilor Thompson voting	
Councilor Woodson voting	
8	

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

File Attachments for Item:

6. Acquisition of 19 land parcels from Snyder's-Lance located on 8th Ave., 9th Ave, and 9th St.

Approval is requested to enter into a purchase and sale agreement with Snyder's-Lance to purchase 19 properties for \$71,525 plus any applicable closing costs. The acquisition will allow the City of Columbus to expand development opportunities in this area.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors		
AGENDA SUBJECT:	Acquisition of 19 land parcels from Snyder's-Lance located on 8 th Ave., 9 th Ave, and 9 th St.		
AGENDA SUMMARY:	Approval is requested to enter into a purchase and sale agreement with Snyder's-Lance to purchase 19 properties for \$71,525 plus any applicable closing costs. The acquisition will allow the City of Columbus to expand development opportunities in this area.		
INITIATED BY:	Community Reinvestment		

Recommendation: Approval is requested to enter into a purchase and sale agreement with Snyder's-Lance to purchase 19 properties for \$71,525 plus any applicable closing costs.

Background: The City of Columbus owns several properties in the Liberty District. The City of Columbus has identified 19 properties that will allow for additional development opportunities in this area. The properties to be acquired are:

	Street	City	State	Parcel ID#
1	836 8th Ave	Columbus	GA	019 021 003
2	834 8th Ave	Columbus	GA	019 021 004
3	826 8th Ave	Columbus	GA	019 021 005
4	824 8th Ave	Columbus	GA	019 021 006
5	820 8th Ave	Columbus	GA	019 021 007
6	808 8th Ave	Columbus	GA	019 021 008
7	801 9th Ave	Columbus	GA	019 021 012
8	813 9th Ave	Columbus	GA	019 021 013
9	815 9th Ave	Columbus	GA	019 021 014
10	819 9th Ave	Columbus	GA	019 021 015
11	821 9th Ave	Columbus	GA	019 021 016
12	823 9th Ave	Columbus	GA	019 021 017
13	825 9th Ave	Columbus	GA	019 021 018
14	827 9th Ave	Columbus	GA	019 021 019
15	829 9th Ave	Columbus	GA	019 021 020
16	831 9th Ave	Columbus	GA	019 021 021
17	833 9th Ave	Columbus	GA	019 021 022
18	837 9th Ave	Columbus	GA	019 021 023
19	820 9th St	Columbus	GA	019 021 028

Agenda - Page 167 **e 1** of **4**

A contingency offer of \$71,525 was made. The seller has accepted.

<u>Analysis:</u> These 19 properties are surrounded by City of Columbus owned properties. Acquiring these properties will allow the city to expand development opportunities in this area.

<u>Financial Considerations</u>: The cost of acquisition is \$71,525. The funding source for this acquisition will be SPLOST-Liberty District Funds.

Legal Considerations: Any entry into a purchase and sale agreement involving City of Columbus property acquisitions requires Council approval.

<u>Recommendation/Action</u>: Approval is requested to enter into a purchase and sale agreement with Snyder's-Lance to purchase 19 properties for \$71,525 plus any applicable closing costs.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH ANYDER'S-LANCE TO PURCHASE 19 PROPERTIES FOR THE EXPANSION OFD DEVELOPMENT OPPORTUNITIES.

WHEREAS, the City of Columbus is looking for properties to provide for the expansion of development opportunities in this area; and,

WHEREAS, the City has identified 19 properties that will allow for the expansion on 8th Ave., 9th Ave. and 9th St.; and,

WHEREAS, a contingency offer of \$71,525 was made and the seller has accepted; and,

WHEREAS, the funding source for this acquisition will be 1999 SPLOST – Liberty District Funds; and,

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

That the City Manager is hereby authorized to enter into a purchase and sale agreement Snyder's-Lance to purchase 19 properties, as identified on the Resolution Attachment, for \$71,525 plus any applicable closing costs from 1999 SPLOST designated for the Liberty District, and he or his designees may execute any further documentation necessary to complete the purchase transaction.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____day of March 2022 and adopted at said meeting by the affirmative vote of ____ members of said Council.

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	·
Councilor Davis voting	·
Councilor Garrett voting	•
Councilor House voting	·
Councilor Huff voting	•
Councilor Thomas voting	
Councilor Tucker voting	
Councilor Woodson voting	
U	

Sandra T. Davis, Clerk of Council

	Street	City	State	Parcel ID#
1	836 8th Ave	Columbus	GA	019 021 003
2	834 8th Ave	Columbus	GA	019 021 004
3	826 8th Ave	Columbus	GA	019 021 005
4	824 8th Ave	Columbus	GA	019 021 006
5	820 8th Ave	Columbus	GA	019 021 007
6	808 8th Ave	Columbus	GA	019 021 008
7	801 9th Ave	Columbus	GA	019 021 012
8	813 9th Ave	Columbus	GA	019 021 013
9	815 9th Ave	Columbus	GA	019 021 014
10	819 9th Ave	Columbus	GA	019 021 015
11	821 9th Ave	Columbus	GA	019 021 016
12	823 9th Ave	Columbus	GA	019 021 017
13	825 9th Ave	Columbus	GA	019 021 018
14	827 9th Ave	Columbus	GA	019 021 019
15	829 9th Ave	Columbus	GA	019 021 020
16	831 9th Ave	Columbus	GA	019 021 021
17	833 9th Ave	Columbus	GA	019 021 022
18	837 9th Ave	Columbus	GA	019 021 023

Resolution Attachment

AGREEMENT OF SALE

ARTICLE ONE: BASIC TERMS

This Article One contains the Basic Terms of this Agreement of Sale (this "Agreement") between the Buyer and Seller named below. Other Articles, Sections and Paragraphs of this Agreement referred to in this Article One explain and define the Basic Terms and are to be read in conjunction with the Basic Terms.

Effective Date:	The date this Agreement is executed by both parties	
Seller:	SNYDER'S-LANCE, INC., a North Carolina corporation	
Seller's Address:	13515 Ballantyne Corporate Place Charlotte, NC 28277	
Buyer:	COLUMBUS, GEORGIA, a consolidated city-county government	
Buyer's Address:	P.O. Box 1340 Columbus, GA 31902-1340	
Title Company/Escrow Agent: Stewart Title Guaranty Company		
Land:	The certain nineteen (19) land parcels located in the City of Columbus, County of Muscogee, State of Georgia, defined in <u>Exhibit A</u> , together with all rights and interests appurtenant thereto, including, without limitation, all right, title, and interest of Seller in and to adjacent streets, roads, alleys, and rights of way, any water and mineral rights, development rights, air rights, easements and rights-of-way, together with the building and other improvements and fixtures located on or affixed to the land.	
Purchase Price:	Seventy-One Thousand Five Hundred Twenty-Five Dollars (\$71,525).	
Deposit:	Ten Thousand Dollars (\$10,000).	
Closing Date:	Five (5) business days following the expiration or waiver of the Due Diligence Period (as defined in Article 14 herein).	
Seller's Attorney:	Morris, Manning & Martin, LLP 3343 Peachtree Road NE, Suite 1600 Atlanta, GA 30326	

Buyer's Attorney:	The Beil Law Firm, P.C. P.O. Box 1126 Columbus, GA 31902 Attn: Jacob Beil
Broker(s):	Cushman & Wakefield, Inc. ("Seller's Broker") 1180 Peachtree Street NE, Suite 3100 Atlanta, GA 30909 Attn: Chris Copenhaver

ARTICLE TWO: PURCHASE OF PROPERTY

Section 2.01. Subject to the terms and conditions set forth in this Agreement, Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, the following real and personal property (collectively, the "Property"):

- (a) The Land identified in Article 1;
- (b) All buildings, fixtures, systems, landscaping and other improvements situated on, in or under the Land, or attached or appurtenant thereto (collectively, the "Improvements"; the Improvements, together with the Land shall hereinafter be referred to as the "Real Property");
- (c) All rights, privileges and easements appurtenant to the Land owned by Seller, including, without limitation, any rights to any land lying in the bed of any existing dedicated street, road or alley adjoining the Land and to all strips and gores adjoining the Land, and any other easements, rights-of-way, or appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively referred to as the "Appurtenances");
- (d) All of Seller's right, title and interest, if any, in all intangible assets of any nature relating to the Real Property, including without limitation all of Seller's right, title and interest in all (i) all licenses, permits, and approvals, and (ii) all plans and specifications, in each case to the extent that they are in Seller's possession or control and Seller may legally transfer the same without cost to Seller (the "Intangible Personalty").

ARTICLE THREE: PAYMENT OF PURCHASE PRICE

Section 3.01. The Purchase Price for the Property shall be payable as follows:

(a) Within five (5) business days of the Effective Date, Buyer shall deposit with Buyer's Title Company, by check or by wire transfer, funds in the amount of the Deposit as a deposit on account of the Purchase Price. The Deposit shall be held by the Buyer's Title Company in accordance with the

terms and conditions of Article 11.

(b) On the Closing Date, Buyer shall pay to Seller the Purchase Price via wire transfer in immediately available funds, subject to closing adjustments as hereinafter provided, less a credit for the Deposit.

ARTICLE FOUR: TITLE TO PROPERTY

Section 4.01. At Closing, Seller shall convey to Buyer by Limited Warranty Deed, good and marketable title in fee simple to the Real Property, insurable without exception at regular rates by the Title Company subject only to (a) the Permitted Title Exceptions (hereinafter defined); and (b) the following (collectively referred to as the "Permitted Encumbrances"):

- (a) Any liens for such taxes for the then current year as are not due and payable on the Closing Date, and any liens for municipal betterments assessed after the Effective Date; and
- (b) The provisions of any building, zoning, subdivision, and similar laws applicable to the Property.

Section 4.02. Buyer shall promptly obtain a title insurance commitment (the "Title Commitment") to issue an owner's and mortgagee's policy of title insurance, including such affirmative insurance and endorsements as Buyer may desire, from the Title Company, and an ALTA/ACSM as-built survey of the Property (the "Survey"). At least five (5) days before the expiration of the Due Diligence Period, Buyer shall provide Seller with written notification of any objections to title or any objectionable exceptions to title disclosed in the Title Commitment and/or any objections relating to the Survey (other than for monetary liens which Buyer is deemed to have already objected to and which Seller is obligated to remove as provided in Section 4.03 below) (collectively "Title Objection Notice"). Buyer's Title Objection Notice shall be accompanied by a copy of the Title Commitment and/or the Survey not listed as an objection in Buyer's Title Objection Notice, except for matters first arising after the date of the Title Commitment, shall be deemed "Permitted Title Exceptions" accepted by Buyer for purposes of Closing, and matters identified in Buyer's Title Objection Notice or first arising after the date of the Title Commitment and subsequently objected to by Buyer are hereafter referred to as "Title Objections".

Section 4.03. If Buyer notifies Seller, as herein provided, of a Title Objection, Seller may elect, upon delivery of written notice to Buyer within three (3) business days after receipt of notification from Buyer of a Title Objection, whether or not to cure such Title Objection. If Seller does not respond to any Title Objection within such time period, Seller shall be deemed to have elected not to cure such Title Objection. If Seller elects to attempt to cure such Title Objections, then Seller shall have until the Closing Date to remove or otherwise cure such Title Objections and to submit reasonably satisfactory evidence to Buyer that such Title Objections have been removed or cured; provided, however, that nothing herein shall require Seller take any such actions other than with respect to those monetary liens encumbering the Property that Seller is required to remove pursuant to this paragraph below. For the purposes of this Agreement and notwithstanding anything

to the contrary contained herein, Seller shall be obligated to remove only those monetary liens arising from (i) any mortgage encumbering the Property that secures Seller's obligation to pay a monetary amount to the extent such mortgage was voluntarily created by Seller's affirmative grant, (ii) any monetary lien (including, without limitation, a mechanics lien or a judgment for a liquidated amount) that resulted from Seller's failure to pay any amount due and payable by Seller in connection with the Property, and (iii) any real estate tax or assessment liens affecting the Property. It is agreed that in the event Seller proposes to cure or otherwise address a Non-Permitted Exception either by obtaining the contract of the Title Company to omit such Non-Permitted Exception from the title insurance policy to be issued pursuant to the Title Commitment or the Agreement of the Title Company of a title matter for which a title insurance company is willing to issue so-called "affirmative coverage" over the Non-Permitted Exception or other known defect or problem, Buyer may elect to accept same but shall not be required to do so, and shall have the right, at the option of its counsel, to deem title to the Property unacceptable or unmarketable and to terminate this Agreement by written notice to Seller in which event the Deposit, together with all interest thereon, shall be immediately returned to Buyer and this Agreement shall terminate without further recourse to the parties except as explicitly set forth herein to survive termination. Seller shall have the right, at its sole election, to adjourn the Closing Date one or more times, for a period or periods not in excess of thirty (30) days, in the aggregate, from the originally scheduled Closing Date, to enable Seller to convey title to the Property without such Title Objections. If Seller does not so elect to cure such Title Objections, or if having elected to cure such Title Objections Seller is unable to convey title subject to and in accordance with the provisions of this Agreement, Buyer may either (i) terminate this Agreement by written notice to the Seller on or before the Closing Date, in which event this Agreement shall become void and of no further effect, the Deposit shall be immediately returned to Buyer, and thereupon neither party shall have any further obligations of any nature to the other hereunder or by reason hereof, except as explicitly set forth herein to survive termination, or (ii) upon notice to Seller, accept such title as Seller can convey without reduction of the Purchase Price or any credit or allowance on account thereof.

Whether or not Buyer shall have delivered to Seller a Buyer's Title Objection Notice pursuant to Section 4.02 above, if any amendment or supplement to the Title Commitment issued after the Due Diligence Period, or any updated review or Violation search, reveals any new defect or exception to title not disclosed by the original Title Commitment or the Survey or any new Violation, Buyer shall have the same rights to object to such amendment or supplement or new defect, exception or Violation as provided above with respect to the Title Commitment and the Survey and Seller shall use commercially reasonable efforts to cure such new objections

Section 4.04. If at the Closing Date there may be any monetary liens or mortgages which Seller is responsible to discharge, Buyer may require Seller to use all, or any portion, of the Purchase Price payable at the Closing to satisfy the same. Section 4.05. Anything in this Agreement, in general, or in this Section 4, in particular, to the contrary notwithstanding, in the event that the Survey cannot be completed during the Due Diligence Period, then Buyer may request an extension of the Due Diligence Period for thirty (30) additional days, or for such additional days as the Surveyor requires to complete such Survey of the Property t, provided that such additional days will not exceed ninety (90) cumulative days after the initial Due Diligence Period. If Buyer seeks to extend the Due Diligence Period pursuant to Section 4.05, then Buyer shall provide to Seller five (5) business days' written notice of such extension prior to the end of the Due Diligence Period.

ARTICLE FIVE: CLOSING

Section 5.01. On the Closing Date, all matters to be performed under this Agreement incident to the conveyance of the Property and the payment of the Purchase Price (collectively, the "Closing") shall be performed through the offices of the Title Company or at a mutually acceptable location. Unless otherwise agreed to by Seller and Buyer, the Closing shall commence on the Closing Date at 2:00 p.m. All documents shall be delivered on the Closing Date, provided that each party shall use best efforts to provide final execution forms of its respective closing documents to the other party for review at least seven (7) business days prior to Closing.

Section 5.02. On the Closing Date, Seller shall deliver at the Closing the following documents and materials:

- (a) a Limited Warranty Deed to the Real Property from the Seller, duly executed and acknowledged by Seller, in proper recordable form and otherwise in form satisfactory to the Title Company.
- (b) an appropriate sworn seller's affidavit of title, sufficient for the Title Company to delete any exceptions for parties in possession and construction, mechanic's and materialmen's liens from Buyer's title policy, duly executed and acknowledged by Seller;
- (c) such documentation reasonably satisfactory to Buyer's Counsel and the Title Company to confirm the authority of Seller to consummate the transaction contemplated hereunder;
- (d) a non-foreign certification pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended;

a 1099-S form questionnaire for filing by Buyer's counsel or Buyer's lender's counsel;

- (e) a Georgia affidavit of Residency;
- (f) a counterpart original of the Closing Statement setting forth the Purchase Price, the applicable closing adjustments, and the application of the Purchase Price as adjusted, duly executed by Seller;

- (g) a broker's lien waiver from Seller's broker, if applicable;
- (h) Any and all transfer tax returns, declarations of value or other documents required to be executed by Seller under any applicable law or necessary for the recording of the deed; and
- (i) Such other customary documents as may be reasonably required by Buyer or Buyer's Title Company to consummate the transactions contemplated by this Agreement.

At least five (5) days prior to Closing, Seller shall provide Buyer with copies of the proposed form of deed, affidavits and other closing documents as provided above, all of which shall be in form and substance reasonably satisfactory to Seller and Buyer and to their respective counsel.

Section 5.03. The obligations of Buyer to consummate the transaction contemplated by this Agreement are, in addition to the other terms and conditions of this Agreement, subject to the following (any one or more of which may be waived in whole or in part by Buyer at its discretion):

- (a) The representations and warranties made by Seller in this Agreement being true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made as of the Closing Date, and Seller shall deliver a certificate to such effect at Closing;
- (b) Seller having performed in all material respects all covenants and obligations required by this Agreement to be performed by Seller on or prior to the Closing Date;
- (c) Subject to Article 6 hereof and subject to any matters resulting from or arising in connection with any act or omission of Buyer, between the expiration of the Due Diligence Period and the Closing Date there shall have occurred no material adverse change in (a) the condition of the Property or (b) title to the Property; and
- (d) No new encumbrances or exceptions to title shall have been recorded pertaining to the Property between the date of the Title Commitment and the Closing that have not been approved by Buyer or that are not removed by Seller or agreed to be removed by Seller prior to or contemporaneously with the Closing, and the Escrow Agent is prepared to issue at the Closing an ALTA form of owner's policy of title insurance at commercially customary rates, subject only to the Permitted Encumbrances.

In the event Seller shall not be able to convey the Property on the Closing Date or any extended time for performance in accordance with the provisions of this Agreement including, without limitation, by failing to deliver to Buyer at Closing any of the Seller deliveries

contemplated in Section 5.02 above, then Buyer shall have the option, exercisable in Buyer's sole discretion by written notice to Seller at or prior to Closing, of (i) accepting at Closing the Property in such condition as Seller is able, waiving any unsatisfied condition precedent, with no deduction from or adjustment of the Purchase Price, (ii) extending the Closing Date for a period of time reasonably acceptable to Buyer (but not to exceed thirty (30) days in the aggregate), or (iii) terminating this Agreement, in which event the Deposit shall be returned promptly to Buyer and, except as expressly set forth herein, neither party shall have any further liability or obligation to the other hereunder. Buyer shall at all times have the right to waive any condition for Buyer's benefit. Any such waiver shall be expressly made in writing and delivered to Seller.

Section 5.04. On the Closing Date, Buyer shall deliver to Seller at the Closing the following:

- (a) the balance of the Purchase Price for the Property (plus any additional funds necessary to pay Buyer's share of closing costs and prorations, as hereinafter set forth) with immediately available funds;
- (b) such documentation as may be reasonably required by Buyer's title insurance company to confirm the authority of Buyer to consummate the transaction contemplated hereunder; and
- (c) a duly executed counterpart of the Closing Statement.

Section 5.05. At the Closing, closing costs shall be paid and prorations made as follows:

- (a) Buyer and Seller shall each pay their own attorneys' fees. Seller shall pay (1) any local or state realty transfer taxes (including all documentary stamps, excise taxes, sales and use taxes) in connection with the conveyance regardless of custom (exclusive of any intangible taxes or documentary stamps due and payable on any security deed given by Buyer in connection with Buyer's financing); (2) all recording charges incident to the recording of any instruments to discharge or remove encumbrances not approved (or deemed approved) by Buyer, and (3) one-half of the deposit holding/closing escrow fee of the Escrow Agent. Buyer will pay (1) the cost of recording the Deed and all expenses of the commitment and policy of owner's title insurance, all costs of Buyer's financing and of lender title insurance, and (2) one-half of the deposit holding/closing escrow fee of the Escrow Agent.
- (b) All prorations shall be made as of 12:01 a.m. on the Closing Date, so that for purposes of prorations, Buyer shall be deemed in ownership of the Property throughout such day. The following adjustments and payments shall be made at Closing (as applicable):

- (i) real property taxes;
- (ii) electricity charges;
- (iii) gas charges;
- (iv) water rates and charges; and
- (v) sewer taxes and rents.

Apportionment of real property taxes, electricity charges, gas charges, water rates and charges and sewer taxes and rents shall be made on the basis of the calendar year for which assessed. If the Closing Date shall occur before the real property tax rate is fixed, the apportionment of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Unless otherwise specified herein, all matters shall be prorated on an accrual basis. Seller shall pay in full all assessments affecting the Property, whether special or general made prior to the Effective Date.

The provisions of this Section 5.05 shall survive Closing as set forth above.

Section 5.06. On or before the date that is five (5) business days prior to the Closing Date, Seller shall prepare and submit for review and approval by Buyer (such approval not to be unreasonably withheld or delayed) a schedule of prorations and closing costs that is as complete and accurate as reasonably possible (as approved, the "Closing Statement"). Buyer and Seller shall cooperate in good faith to make any adjustments necessary to Seller's draft Closing Statement. If any of the prorations cannot be calculated accurately on the Closing Date, then they shall be estimated to the extent possible as of the Closing and calculated as soon after the Closing Date as is feasible. All adjustments to initial estimated prorations shall be made by the parties with due diligence and cooperation within 60 days following the Closing, or such later time as may be required to obtain necessary information for proration, by prompt cash payment to the party yielding a net credit from such prorations from the party; provided, however, that the provisions of this paragraph shall survive the Closing for a period of ninety (90) days following the Closing, and after such date neither Seller nor Buyer shall have any further rights or obligations under this Section 5.06.

ARTICLE SIX: RISK OF LOSS

Section 6.01. The risk of loss or damage to the Property by fire or otherwise until the delivery of the Deed is assumed by Seller. In case the Property shall suffer injury by fire or other casualty, this Agreement shall nevertheless remain in full force and effect without any abatement whatsoever allowed to Buyer with respect to the Purchase Price. In the event of such injury, Seller shall have the option to either (i) restore or repair such damage by the Closing Date hereunder (such Closing Date to be extended if necessary to accommodate such restoration or repair, which extension shall not exceed ninety (90) days), in which event Seller shall be entitled to receive the proceeds payable under the insurance policies, or (ii) refrain from repairing any such damage, in which event Buyer shall accept title in such damaged condition, and Seller shall assign and transfer to Buyer, without recourse or warranty, all of the right, title and interest of Seller in and to the insurance proceeds covering such damage or casualty which Seller may be entitled to receive thereunder.



ARTICLE SEVEN: CONDEMNATION

Section 7.01. If between the Effective Date and the Closing Date, all or any portion of the Property is taken by any governmental authority (or notice thereof is given of the intention to take the Property or any portion thereof), Seller, at its option, may terminate this Agreement within thirty (30) days of Seller's receipt of written notice thereof, by delivery to Buyer of its election to terminate. In the event of a termination of this Agreement in accordance with this Section 7.01, the Deposit shall be returned to Buyer by Seller's Attorney and this Agreement shall terminate and be null and void. If this Agreement is not terminated as aforesaid, at the Closing, Seller shall assign to Buyer, without recourse, all of its right, title and interest in and to the entire award to which it may otherwise be entitled in the condemnation proceedings and shall pay to Buyer at the Closing any portion of the award theretofore received by Seller.

ARTICLE EIGHT: TRANSFER AT CLOSING

Section 8.01. Seller shall convey to Buyer title to the Property, the Appurtenances and the Improvements by duly executed and acknowledged deed. Evidence of delivery of title shall be the Title Company's irrevocable commitment to issue to the Buyer, effective as of the date and time the Deed is recorded, an ALTA extended coverage Owner's Policy of Title Insurance with coverage in the amount of the Purchase Price, insuring that fee simple title to the Property and title to the Improvements and to the Appurtenances is vested in Buyer subject only to the Permitted Exceptions (the "Title Policy").

ARTICLE NINE: CONDITION OF PROPERTY

Section 9.01. THE ENTIRE AGREEMENT BETWEEN THE SELLER AND BUYER WITH RESPECT TO THE PROPERTY AND THE SALE THEREOF IS EXPRESSLY SET FORTH IN THIS AGREEMENT. THE PARTIES ARE NOT BOUND BY ANY AGREEMENTS, UNDERSTANDINGS, PROVISIONS, CONDITIONS, REPRESENTATIONS OR WARRANTIES (WHETHER WRITTEN OR ORAL AND WHETHER MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY) OTHER THAN AS ARE EXPRESSLY SET FORTH AND STIPULATED IN THIS AGREEMENT OR IN ANY CONVEYANCE DOCUMENTATION. WITHOUT IN ANY MANNER LIMITING THE GENERALITY OF THE FOREGOING OR BUYER'S RIGHT TO RELY UPON THE EXPRESS REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF SELLER CONTAINED HEREIN OR IN ANY CONVEYANCE DOCUMENTATION OR CERTIFICATION EXECUTED BY THE SELLER, UPON EXPIRATION OF THE DUE DILIGENCE PERIOD BUYER ACKNOWLEDGES THAT IT AND ITS REPRESENTATIVES WILL HAVE FULLY INSPECTED AND INVESTIGATED THE PROPERTY AND ALL MATTERS RELATED THERETO AND HAD AN ADEQUATE OPPORTUNITY TO DO SO, AND WILL BE FULLY FAMILIAR WITH THE FINANCIAL AND PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION THEREOF, AND THAT THE PROPERTY IS BEING PURCHASED BY BUYER IN AN "AS IS" AND "WHERE IS" CONDITION AND WITH ALL EXISTING DEFECTS (PATENT AND LATENT) PURSUANT TO SUCH INSPECTIONS AND INVESTIGATIONS AND NOT IN RELIANCE ON ANY AGREEMENT, UNDERSTANDING, CONDITION, WARRANTY (INCLUDING, WITHOUT

LIMITATION, WARRANTIES OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) OR REPRESENTATION MADE BY SELLER OR ANY AGENT, EMPLOYEE OR PRINCIPAL OF SELLER OR ANY OTHER PARTY (EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE DELIVERED BY SELLER AT CLOSING) AS TO THE FINANCIAL OR PHYSICAL (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL) CONDITION OF THE PROPERTY OR THE AREAS SURROUNDING THE PROPERTY, OR AS TO ANY OTHER MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO ANY PERMITTED USE THEREOF, THE ZONING CLASSIFICATION THEREOF OR COMPLIANCE THEREOF WITH FEDERAL, STATE OR LOCAL LAWS, AS TO THE INCOME OR EXPENSE IN CONNECTION THEREWITH, OR AS TO ANY OTHER MATTER IN CONNECTION THEREWITH. BUYER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY ELSEWHERE PROVIDED IN THIS AGREEMENT OR IN ANY DOCUMENT TO BE EXECUTED AND DELIVERED BY SELLER AT CLOSING, NEITHER SELLER, OR ANY AGENT OR EMPLOYEE OF SELLER NOR ANY OTHER PARTY ACTING ON BEHALF OF SELLER HAS MADE OR SHALL BE DEEMED TO HAVE MADE ANY SUCH AGREEMENT, CONDITION, REPRESENTATION OR WARRANTY EITHER EXPRESS OR IMPLIED. THIS PARAGRAPH SHALL SURVIVE CLOSING AND DELIVERY OF THE DEED, AND SHALL BE DEEMED INCORPORATED BY REFERENCE AND MADE A PART OF ALL DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER IN CONNECTION WITH THE SALE OF THE PROPERTY. IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. NOTHING HEREIN CONTAINED SHALL, IN ANY WAY, ABROGATE, MODIFY, OR DILUTE, IN WHOLE, OR IN PART, SELLER'S LIMITED WARRANTY OF TITLE GIVEN TO BUYER IN ACCORDANCE HEREWITH.

Section 9.02. WITHOUT LIMITING THE PROVISIONS OF SECTION 9.01 ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER HEREBY RELEASES, WAIVES AND COVENANTS NOT TO SUE SELLER WITH RESPECT TO ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTIONS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING ATTORNEY'S FEES WHETHER SUIT IS INSTITUTED OR NOT) WHETHER KNOWN OR UNKNOWN, LIOUIDATED OR CONTINGENT (HEREINAFTER COLLECTIVELY CALLED THE "CLAIMS") ARISING FROM OR RELATING TO (i) ANY DEFECTS (PATENT OR LATENT), ERRORS OR OMISSIONS IN THE DESIGN OR CONSTRUCTION OF THE PROPERTY WHETHER THE SAME ARE THE RESULT OF NEGLIGENCE OR OTHERWISE, (ii) ENVIRONMENTAL MATTERS OF ANY KIND OR NATURE WHATSOEVER RESPECTING THE PROPERTY OCCURRING OR EXISTING PRIOR TO THE CLOSING DATE, INCLUDING BUT NOT LIMITED TO ANY ENVIRONMENTAL CONDITIONS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR (iii) ANY OTHER CONDITIONS, INCLUDING ENVIRONMENTAL AND OTHER PHYSICAL CONDITIONS, AFFECTING THE PROPERTY WHETHER THE SAME ARE A RESULT OF NEGLIGENCE OR OTHERWISE. WITHOUT LIMITING THE PROVISIONS OF SECTION 9.01 ABOVE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, BUYER HEREBY RELEASES. WAIVES AND COVENANTS NOT TO SUE SELLER'S PARENT. AND THE OFFICERS, DIRECTORS, MEMBERS, SHAREHOLDERS, TRUSTEES, PARTNERS, EMPLOYEES, MANAGERS AND AGENTS OF SELLER OR SELLER'S PARENT (TOGETHER WITH SELLER THE "SELLER PARTIES") WITH RESPECT TO ANY CLAIMS. THE RELEASE SET FORTH IN THIS SECTION SPECIFICALLY INCLUDES, WITHOUT LIMITATION, ANY CLAIMS UNDER ANY ENVIRONMENTAL LAWS OF THE UNITED STATES, THE STATE IN WHICH THE PROPERTY IS LOCATED OR ANY POLITICAL SUBDIVISION THEREOF OR UNDER THE AMERICANS WITH DISABILITIES ACT OF 1990, AS ANY OF THOSE LAWS MAY BE AMENDED FROM TIME TO TIME AND ANY REGULATIONS, ORDERS, RULES OR PROCEDURES OR GUIDELINES PROMULGATED IN CONNECTION WITH SUCH LAWS, REGARDLESS OF WHETHER THEY ARE IN EXISTENCE ON THE DATE OF THIS AGREEMENT. BUYER ACKNOWLEDGES THAT BUYER HAS BEEN REPRESENTED BY INDEPENDENT LEGAL COUNSEL OF BUYER'S SELECTION AND BUYER IS GRANTING THIS RELEASE OF ITS OWN VOLITION AND AFTER CONSULTATION WITH BUYER'S COUNSEL. BUYER FURTHER AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND SUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION, PROVIDED, HOWEVER, THAT THE RELEASES AND WAIVERS SET FORTH IN THIS ARTICLE 9 ARE NOT INTENDED AND SHALL NOT BE CONSTRUED TO AFFECT OR IMPAIR ANY RIGHTS OR REMEDIES THAT BUYER MAY HAVE AGAINST SELLER, OR PARENT ENTITIES, MANAGERS, OR OWNERS, AS A RESULT OF A BREACH OF ANY REPRESENTATION BY SELLER OR OF ANY COVENANT OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY OF THE DOCUMENTS DELIVERED TO IMPLEMENT THE CLOSING OF THE TRANSACTION DESCRIBED HEREIN NOR SHALL THE RELEASE AND WAIVER SET FORTH IN THIS ARTICLE 9 CONSTITUTE A CONTRACT BY BUYER TO INDEMNIFY SELLER AGAINST ANY LIABILITY WHICH SELLER MAY HAVE TO THIRD PARTIES INCLUDING, WITHOUT LIMITATION, THE GEORGIA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR SELLER'S ACTS OR MATTERS THAT PREDATE THE CLOSING OR RELEASE OR WAIVE SELLER FOR CLAIMS BUYER MAY HAVE AGAINST SELLER ARISING OUT OF SELLER'S FRAUD. NOTHING HEREIN CONTAINED SHALL, IN ANY WAY, ABROGATE, MODIFY, OR DILUTE, IN WHOLE, OR IN PART, SELLER'S LIMITED WARRANTY OF TITLE GIVEN TO BUYER IN ACCORDANCE HEREWITH.

Section 9.03. Intentionally Omitted.

Section 9.04. Buyer acknowledges that Seller makes no warranties or representations regarding the adequacy, accuracy or completeness of any third party environmental or engineering reports relating to the Property made available to Buyer or other third-party prepared documents relating to the Property (collectively, the "Reports"), and Buyer shall have no claim against Seller based upon the Reports. Buyer acknowledges that Buyer will have had, during the Due Diligence Period, and by the Closing Date will have had full opportunity to perform such physical inspections, environmental and engineering investigations and appraisals as Buyer deems appropriate, and Buyer shall obtain its own physical inspections, environmental and engineering reports and appraisals of the Property.

Section 9.05. The provisions of this Article 9 shall survive Closing and delivery of the Deed for the Property.

ARTICLE TEN: BROKERS

Section 10.01. The parties hereto represent that the only brokers which have been engaged in this subject sale are the Brokers. No commission shall be deemed earned in connection with this transaction until the transfer of title and payment in full of the Purchase Price. Seller agrees to pay the Brokers a commission pursuant to a separate agreement between Seller and Seller's Broker.

Section 10.02. Buyer warrants and represents to the Seller that there are no brokerage commissions with respect to the sale of the Property due to any broker other than the Brokers by reason of Buyer's acts. This paragraph shall survive the closing of title and delivery of the Deed.

Section 10.03. Seller warrants and represents to the Buyer that there are no brokerage commissions with respect to the sale of the Property due to any broker other than the Brokers by reason of Seller's acts. This paragraph shall survive the closing of title and delivery of the Deed.

ARTICLE ELEVEN: ESCROW PROVISIONS

Section 11.01. Escrow Agent shall not be liable to any party for any act or omission except for bad faith or gross negligence, and the parties agree to indemnify Escrow Agent and hold Escrow Agent harmless from any claims, damages, losses or expenses arising in connection herewith. The parties acknowledge that Escrow Agent is acting solely as a stakeholder for their convenience. Escrow Agent shall not be required to defend any legal proceedings which may be instituted against it with respect to the escrowed funds, the Property or the subject matter of this Agreement unless requested to do so by Seller and Buyer and indemnified to its satisfaction against the cost and expense of such defense. Escrow Agent shall not be required to institute legal action or proceedings of any kind or nature and shall have no responsibility for the genuineness or validity of any document or other item deposited with it or the collectability of any check delivered in connection with this Agreement. Escrow Agent shall be fully protected in acting in accordance with any written instructions given to it hereunder and believed by it to be signed by the proper parties.

Section 11.02. All interest accruing on the Deposit shall follow the Deposit. The parties hereto shall provide Escrow Agent with their respective tax identification numbers at the time the Deposit is tendered to Escrow Agent.

Section 11.03. Upon receipt of a written notice from either party to disburse the Deposit, Escrow Agent shall give ten (10) days' notice to both parties before delivering the Deposit to any party (except at Closing) and shall release the Deposit upon the expiration of said ten (10) day period, provided neither party has delivered notice to Escrow Agent in accordance with this Section prior to expiration of said period.

Section 11.04. In the event Escrow Agent receives written notice of an objection to the release of the Deposit, Escrow Agent shall not release or deliver the Deposit to either party but shall either continue to hold the Deposit until otherwise directed in a writing signed by Buyer and Seller, or by



order of a court of competent jurisdiction or shall deposit the Deposit with the clerk of any court of competent jurisdiction in the State of Georgia. Upon such deposit, Escrow Agent will be released from all duties and responsibilities hereunder.

ARTICLE TWELVE: RECORDING

Section 12.01. Neither this Agreement, nor a memorandum thereof, shall be recorded in any place of public record by the Buyer, and any such recording shall be deemed a default by Buyer hereunder.

ARTICLE THIRTEEN: NOTICE

Section 13.01. All notices, requests, consents, approvals or other communications under this Agreement shall be in writing and mailed by U.S. registered or certified mail, return receipt requested, postage prepaid, sent by a recognized overnight delivery service with positive tracking of items, or by e-mail with confirmed receipt (provided that a copy of the e-mail transmission is sent to the other party by a recognized overnight delivery service with positive tracking of items on the same day as on which the e-mail transmission is sent) addressed as follows (or to such other person, or at such other address, designated by any party by written notice to the other party as provided herein):

If to Seller:	Snyder's-Lance, Inc. c/o Campbell Soup Company One Campbell Place Camden, NJ 08103-1799 Attn.: Real Estate Department Telephone Number: 856-342-5986 E-mail: <u>realestate@campbells.com</u>
with a copy to:	Snyder's-Lance, Inc. 13515 Ballantyne Corporate Place Charlotte, NC 28277 Attn: Legal Department (Real Estate) Phone: (704) 554-1421 Fax: (704) 557-8002 E-mail: <u>legalnotice@campbells.com</u>
If to Buyer:	City Of Columbus, GA P.O. Box 1340 Columbus, GA 31902-1340 Attn: Deputy City Manager Pam Hodge Telephone Number: (706) 225-4206 E-mail: <u>phodge@columbusga.org</u>
with a copy to:	The Beil Law Firm, P.C. P.O. Box 1126 Columbus, GA 31902

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Attn: Jacob Beil Phone: (706) 596-9912 Fax: (706) 576-5583 E-mail: Jacob@beillaw.com

ARTICLE FOURTEEN: DUE DILIGENCE BY BUYER

Section 14.01. Except, only, as may be extended in accordance with the provisions of Section 4.05 hereof, Buyer shall have thirty (30) days from the Effective Date to conduct, at its own cost and expense, a due diligence review of the Property, including examinations, inspections, studies and investigations of the Property in the manner and subject to the limitations contained herein, and a review of all applicable laws, regulations and ordinances (the "Due Diligence Period").

Section 14.02. On the Effective Date, except to the extent Seller has already done, Seller shall provide to Buyer or make available to Buyer (and in all events within seven (7) business days after the date this Agreement is executed by both Buyer and Seller) copies of the following (all to the extent any such items are in Seller's possession or control the documents described below herein referred to as the "Due Diligence Documents"):

- (a) Real estate tax bills with respect to the Property for the immediately prior and current tax fiscal years;
- (b) Existing reports and correspondence in Seller's possession relating to the environmental status and physical condition of the Property; and
- (c) Copies of any notices of violations of any legal requirement issued by any governmental authority with respect to the Property (individually, a "Violation" and collectively, "Violations").

The Due Diligence Documents are provided by Seller as an accommodation only to facilitate Buyer's due diligence with respect to the Property and without representation or warranty of any kind except that the Due Diligence Documents are complete and accurate copies of those documents and have not been altered or deleted in any way.

Section 14.03. Buyer, or Buyer's agents, contractors and consultants, shall carry the following insurance coverages protecting Buyer and Seller with an insurance carrier(s) acceptable to Seller and licensed to conduct business in the State of Georgia: (i) commercial general liability insurance coverage, or self-insurance, with minimum limits of liability in an amount of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate and the following coverage shall be include bodily injury, property damage, including but not limited to damage by fire, personal injury, and contractual liability (ii) worker's compensation insurance including occupational illness or disease coverage, at statutory rates having jurisdiction over Buyer's employees, and (iii) commercial automobile liability, or self-insurance, at Five Hundred Thousand Dollars (\$500,000) per claimant and Seven Hundred and Fifty Thousand Dollars (\$750,000) in the aggregate to be maintained for the Term of the Agreement and two (2) years following its termination. The policies shall (i) be maintained with insurers with a Best's rating of at least "A-",



Financial Class VII; (ii) include Seller and its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as additional insured under the liability policies; (iii) be primary and non-contributory to any insurance maintained by Seller; and (iv) grant a waiver of subrogation in favor of Seller, including its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as it relates to the liability policies. Prior to any entry by Buyer or its representatives, Buyer shall furnish to Seller certificates evidencing that Buyer or its agents, contractors and consultants are carrying all required coverages and naming Seller and its parents, subsidiaries, divisions, affiliates, and each of their respective directors, officers, employees, assigns and agents as additional insured under the liability policies listed above. Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with policy provisions. If any of the insurance policies are canceled by Buyer, Buyer shall be in default of this Agreement. Failure to provide certificate(s) of insurance does not nullify Buyer's obligations under this Section of the Agreement. Failure to deliver such certificates or failure of Seller to demand such certificates shall not be considered a waiver nor excuse performance under this provision. The liability of Buyer and its agents, contractors and consultants is not limited to the scope or limits of any insurance policy or policies. This obligation shall survive termination of this Agreement and the Closing.

Section 14.04. Buyer agrees that, in making any inspections of, or conducting any testing of, on or under the Property, Buyer or Buyer's agent, contractor or consultant will not reveal to any third party not approved by Seller the results of its inspections or tests, unless required by the Georgia Open Records Act, ordered by a court of competent jurisdiction or by subpoena, and will restore promptly any physical damage caused by the inspections or tests to the condition that existed prior to such inspections or tests. Buyer or its agents' contractors or consultants shall be responsible for any claims, loss, costs or liability that may arise in connection with Buyer's inspections or testing of the Property. Buyer shall give Seller reasonable prior written notice of its intention to conduct any inspections or tests and Seller reserves the right to have a representative present. Buyer is expressly prohibited from conducting invasive testing at the Property of any kind without first obtaining Seller's prior written consent, which consent may be given or withheld in Seller's sole discretion. The foregoing confidentiality obligation shall survive termination of this Agreement in the event Buyer does not acquire the Property but shall be void and of no further effect on and after the Closing Date.

Section 14.05. If Buyer is dissatisfied, in Buyer's sole discretion, with the results of such examinations, tests or studies, then in such event Buyer may elect to terminate this Agreement by giving notice of such election (the "Termination Notice") on or before the expiration of the Due Diligence Period, except as may be extended in accordance with Section 4.05 hereof. The results of all inspections and tests including, but not limited to environmental inspections, shall be deemed confidential in nature, and shall not be disclosed to any third parties by Buyer without Seller's express written authorization, unless ordered by a court of competent jurisdiction or by subpoena. In the event of such termination, the Deposit and all accrued interest shall be refunded to Buyer, and this Agreement shall be without any further force, effect or obligation of either party to the other, except for those provisions which expressly survive the termination of this Agreement. If Buyer has not delivered a Termination Notice within the required time period in accordance with this Section, then Buyer shall have no further right to terminate this Agreement pursuant to this Article, and this Agreement shall continue in full force and effect.



Section 14.06. Seller shall terminate all unrecorded contracts in Seller's possession relating to Seller's ownership or operation of the Property in effect on or before Closing, including but not limited to any property management agreements.

ARTICLE FIFTEEN: DEFAULT

Section 15.01. If Buyer or Seller defaults as to any of the provisions of this Agreement, and the non-defaulting party serves the defaulting party with written notice specifying the default, the defaulting party has thirty (30) days from receipt of such notice to cure such default. Failure of the defaulting party to cure the default within such time period shall automatically entitle the non-defaulting party to exercise its rights set forth below.

Section 15.02. In the event Buyer should default in its obligations under this Agreement, and such default shall continue beyond the notice and cure period as set forth in Section 15.01, Seller shall have the right at any time thereafter to terminate this Agreement by notice to Buyer and receive the Deposit from the Escrow Agent and retain same as liquidated damages. Seller's right to receive the Deposit as "liquidated damages" is agreed to by the parties due to the difficulty, inconvenience and uncertainty of ascertaining actual damages for such breach by Buyer and Buyer agrees that the same is a reasonable and fair estimate of damages.

Section 15.03. In the event Seller should willfully default in its obligations under this Agreement, and such default shall continue beyond the notice and cure period as set forth in Section 15.01, Buyer's exclusive remedies shall be to either (a) seek specific performance of Seller's obligations hereunder, (b) waive such default by Seller and proceed to Closing without any reduction of the Purchase Price, or (c) terminate this Agreement and receive the return of the Deposit.

ARTICLE SIXTEEN: SELLER'S COVENANTS REGARDING OPERATION OF PROPERTY

From and after the Effective Date until the Closing or earlier termination of this Agreement, Seller agrees as follows:

Section 16.01. Seller will promptly deliver to Buyer any material notice, including, without limitation:

- (a) any casualty affecting all or any portion of the Property,
- (b) any pending or threatened condemnation proceeding or litigation affecting the Real Property of which Seller receives written notice, and
- (c) any event or circumstance of which Seller has knowledge that makes any of Seller's representations under this Agreement untrue or incorrect in any material respect.

Section 16.02. Seller will not grant or purport to create in favor of any third party any interest in the Property or any part thereof or further encumber the Property or otherwise sell or change the status of title of all or any interest in the Property without the prior written approval of

Buyer, which approval shall not be unreasonably withheld, conditioned, or delayed prior to the end of the Due Diligence Period but which may be withheld in Buyer's sole and absolute discretion after the end of the Due Diligence Period.

Section 16.03. Seller will continue to maintain in full force and effect all insurance as presently carried by Seller, and, if not already maintained, shall cause the fire and extended coverage insurance relating to the Property to be maintained in an amount not less than full replacement cost of the Property.

Section 16.04. Seller will promptly notify Buyer in writing of any Violation of which Seller receives written notice.

ARTICLE SEVENTEEN: REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Buyer, as of the date hereof and as of the Closing, as follows:

Section 17.01. Seller is a corporation duly organized and validly existing under the laws of the State of North Carolina and has all requisite power and authority to enter into this Agreement and perform its obligations hereunder. The execution and delivery of this Agreement have been duly authorized. This Agreement, as executed by Seller, constitutes the valid and legally binding obligation of Seller, as applicable, enforceable against Seller, as applicable, in accordance with its respective terms.

Section 17.02. Seller has received no written notice that any portion of the Property is subject to any actual or proposed, pending or threatened litigation that would materially adversely affect Buyer or Buyer's intended use of the Property or involves a claim concerning title to the Property or any part thereof, or could prohibit or make unlawful the consummation of the transaction contemplated by this Agreement, or render Seller unable to consummate the same.

Section 17.03. Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Buyer, (2) any law or any order, writ, injunction or decree of any court or governmental authority, or (3) any contract or instrument to which Buyer is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon its property pursuant to any such contract or instrument; no authorization, consent, approval of any governmental authority (including courts) is required for the execution and delivery by Buyer of this Agreement or the performance of its obligations hereunder.

Section 17.04. Seller has not made any voluntary, nor has Seller received any written notice of any involuntary, petition in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or petition seeking reorganization or arrangement or other action under Federal or state bankruptcy or insolvency law that is pending against or contemplated by Seller.

Section 17.05. Seller has not received any written notice of any Violations or any breach or violation of any covenants or restrictions applicable to or encumbering the Real Property which has not been remedied to the extent required by applicable law or the applicable contract.

-17-- Page 187 - Section 17.9. Seller has not received any written notice of any condemnation or eminent domain proceedings pending or threatened against the Property.

Section 17.10. Except as set forth in any environmental reports or other written information delivered by Seller to Buyer or obtained by Buyer from another source, Seller has not received any written notice from any governmental authority demanding clean-up or other remedial action with respect to the Property or payment or contribution for any environmental contamination of the Property or any damages attributable thereto which have not been complied with or otherwise satisfied.

Section 17.12. The representations and warranties of Seller set forth in this Article 17 shall survive Closing for a period of one year (the "Survival Period") and shall not be merged with the execution and delivery of the Deed and other closing documents hereunder provided however that any action, suit or other claims arising from Seller's representation or warranties under this Agreement shall be commenced, if at all, on or before that date which is sixty (60) days after the expiration of the Survival Period and if not so commenced thereafter such representations and warranties shall be void and of no further force or effect.

ARTICLE EIGHTEEN: MISCELLANEOUS

Section 18.01. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the Property, and contains the sole and entire understanding between Seller and Buyer with respect to the Property. All promises, inducements, offers, letters of intent, solicitations, agreements, commitments, representations and warranties heretofore made between such parties are merged into this Agreement. This Agreement shall not be modified or amended in any respect except by a written instrument executed by or on behalf of each of the parties to this Agreement.

Section 18.02. All captions, headings, section, paragraph and subparagraph numbers and letters and other reference numbers or letters are solely for the purposes of facilitating reference to this Agreement and shall not supplement, limit or otherwise vary in any respect the text of this Agreement.

Section 18.03. All references to sections, paragraphs or subparagraphs shall be deemed to refer to the appropriate section, paragraph or subparagraph of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder" and other terms of like or similar import shall be deemed to refer to this Agreement as a whole and not to any particular section, paragraph or subparagraph hereof.

Section 18.04. Any condition or right of termination or cancellation granted by this Agreement to Buyer or Seller may be waived by such party.

Section 18.05. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those given by law.

Section 18.06. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

-18-- Page 188 - Section 18.07. Buyer may not assign or transfer all or any portion of its rights or obligations under this Agreement to any other individual or entity without the consent thereto by Seller, except that Buyer may assign or transfer such rights and obligations to an entity controlling, controlled by or under common control with Buyer or any principal of Buyer, directly or indirectly, without Seller's consent, but with prior notice to Seller. Notwithstanding any such assignment consented to by Seller or permitted hereunder, the Buyer named in this Agreement shall remain primarily liable for the obligations of Buyer set forth in this Agreement. No assignment or transfer by Buyer will be permitted if such assignment or transfer would, in Seller's opinion, cause this transaction to violate any provision of applicable law.

Section 18.08. If the time period by which any right, option or election provided under this Agreement must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next business day.

Section 18.09. Seller and Buyer shall each provide such tax information to Seller's and/or Buyer's respective counsel promptly upon request therefor as Seller's and/or Buyer's counsel may deem to be reasonably necessary in order to effect compliance with any reporting requirements of the Internal Revenue Code of 1986, as amended, which obligation shall survive the Closing.

Section 18.10. In the event that this Agreement is terminated for any reason, Buyer shall, on request, deliver to Seller (on a non-exclusive basis) copies of all studies, reports, test results, surveys, title examinations and plans prepared by or for Buyer with respect to the Property.

Section 18.11. Each party represents and warrants to the other that neither such representing party nor any of its partners, officers, directors, members or shareholders, has been, is, or hereafter will be, (i) listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") pursuant to Executive Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) ("Order") and all applicable provisions of Title III of the USA Patriot Act (Public Law No. 107-56 (October 26, 2001)); (ii) listed on the Denied Persons List and Entity List maintained by the United States Department of Commerce; (iii) listed on the List of Terrorists and List of Disbarred Parties maintained by the United States Department of State, (iv) listed on any list or qualification of "Designated Nationals" as defined in the Cuban Assets Control Regulations 31 C.F.R. Part 515; (v) listed on any other publicly available list of terrorists, terrorist organizations or narcotics traffickers maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to the Order, the rules and regulations of OFAC (including without limitation the Trading with the Enemy Act, 50 U.S.C. App. 1-44; the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06; the unrepealed provision of the Iraq Sanctions Act, Publ. L. No. 101-513; the United Nations Participation Act, 22 U.S.C. § 2349 aa-9; The Cuban Democracy Act, 22 U.S.C. §§ 60-01-10; The Cuban Liberty and Democratic Solidarity Act, 18 U.S.C. §§ 2332d and 233; and The Foreign Narcotic Kingpin Designation Act, Publ. L. No. 106-120 and 107-108, all as may be amended from time to time); or any other applicable requirements contained in any enabling legislation or other Executive Orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "Orders"); (vi) engaged in activities prohibited in the Orders; or (vii) convicted, pleaded nolo contendere, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with the Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.).

Section 18.12. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or e-mail shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile or e-mail also shall deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually executed counterpart of this Agreement.

Section 18.13. Governing Law; Bind and Inure. This Agreement shall be governed by the law of the State of Georgia and shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, assigns and personal representatives.

Section 18.14. All Exhibits which are referred to herein and which are attached hereto constitute a part of this Agreement.

Section 18.15. This Agreement and the Exhibits hereto set forth all of the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings, inducements or conditions, express or implied, oral or written, except as contained herein. This Agreement may not be changed orally but only by an agreement in writing, duly executed by or on behalf of the party or parties against whom enforcement of any waiver, change, modification, consent or discharge is sought.

Section 18.16. For purposes of this Agreement, "business day" means any day on which business is generally transacted by banks in the Atlanta, Georgia metropolitan area. If a date or the expiration date of any period that is set out in any paragraph of this Agreement falls upon a day that is not a business day, then, in such event, the date or expiration date of such period shall be extended to the next business day.

Section 18.17. This Agreement is for the sole benefit of the parties to this Agreement (and their respective successors and permitted assigns), and no other person or entity shall be deemed to be a third-party beneficiary of this Agreement.

Section 18.18. The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible

extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Blank – Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written below.

SELLER:

SNYDER'S-LANCE, INC., *a North Carolina corporation*

By:

Name: Ashok Madhavan Title: Vice President and Treasurer

Date: <u>March 12, 2022</u>

BUYER:

COLUMBUS, Georgia, *a consolidated city-county government*

By:	 		
Name:			
Title:			

Date: _____

(SEAL OF CITY)

Item #6.

EXHIBIT A

PARCELS

	Street	City	State	Parcel ID #
1	836 8th Ave	Columbus	GA	019 021 003
2	834 8th Ave	Columbus	GA	019 021 004
3	826 8th Ave	Columbus	GA	019 021 005
4	824 8th Ave	Columbus	GA	019 021 006
5	820 8th Ave	Columbus	GA	019 021 007
6	808 8th Ave	Columbus	GA	019 021 008
7	801 9th Ave	Columbus	GA	019 021 012
8	813 9th Ave	Columbus	GA	019 021 013
9	815 9th Ave	Columbus	GA	019 021 014
10	819 9th Ave	Columbus	GA	019 021 015
11	821 9th Ave	Columbus	GA	019 021 016
12	823 9th Ave	Columbus	GA	019 021 017
13	825 9th Ave	Columbus	GA	019 021 018
14	827 9th Ave	Columbus	GA	019 021 019
15	829 9th Ave	Columbus	GA	019 021 020
16	831 9th Ave	Columbus	GA	019 021 021
17	833 9th Ave	Columbus	GA	019 021 022
18	837 9th Ave	Columbus	GA	019 021 023
19	820 9th St	Columbus	GA	019 021 028

7. Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant

Approval is requested to apply for a grant in the amount of \$12,642.75 or as otherwise awarded from the Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant with amendment made to the Multi-Government Fund by the award amount. The funds will be used for the purchase of 100 tear away safety vests, 200 personal warning safety lights and 25 LED safety batons.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant
AGENDA SUMMARY:	Approval is requested to apply for a grant in the amount of \$12,642.75 or as otherwise awarded from the Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant with amendment made to the Multi-Government Fund by the award amount. The funds will be used for the purchase of 100 tear away safety vests, 200 personal warning safety lights, and 25 LED safety batons.
INITIATED BY:	Fire/EMS

<u>Recommendation</u>: Approval is requested to apply for a grant in the amount of \$12,642.75 or as otherwise awarded from the Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant with amendmentmade to the Multi-Government Fund by the award amount.

Background: Funds will be requested from TIME Task Force Grant for the purchase of traffic safety equipment to enhance personnel safety.

<u>Analysis:</u> Columbus Fire and Emergency Medical Services is requesting funds for the purchase of 100 tear away safety vests, 200 personal warning safety lights, and 25 LED safety batons.

Financial Considerations: The grant is for equipment amounting to a total of \$12,642.75 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 \$12,642.75or as otherwise awarded from the Georgia Traffic Incident Management Enhancement (TIME) Task Force Grant with amendmentmade to the Multi-Government Fund by the award amount.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE THE GRANT APPLICATION FOR EQUIPMENT IN THE AMOUNT OF \$12,642.75, OR AS OTHERWISE AWARDED, FROM GEORGIA TRAFFIC INCIDNET MANAGEMENT ENHANCEMENT (TIME) TASK FORCE GRANT. FUNDS REQUESTED IN THE AMOUNT OF \$12,642.75 DOES NOT REQUIRE ANY MATCHING FUNDING. THE MULTI-GOVERNMENTAL FUND WILL BE AMENDED BY THE AMOUNT OF THE AWARD. EQUIPMENT REQUERSTED WILL BE 100 TEAR AWAY SAFETY VESTS, 200 PERSONAL WARNING SAFETY LIGHTS, AND 25 LED SAFETY BATONS.

WHEREAS, the Columbus Fire and Emergency Medical Services is requesting approval to apply for equipment amounting to atotal of \$12,642.75; and,

WHEREAS, the equipment requested in the grant proposal will provide traffic safety equipment to field personnel; and,

WHEREAS, the equipment will be utilized by personnel to enhance their safety when working on or near roadwaysby enhancing their visibility; and,

WHEREAS, this grant proposal does not require matching funding.

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

- 1) That the City Manager is hereby authorized to approve the TIME Task Force Grant application for traffic safety equipment totaling \$12,642.75, or as otherwise awarded.
- 2) Amend the Multi-Governmental Fund by the amount of the award.

Introduced at a regular meeting of the Council of Columbus, Georgia held the _____day of _____, 2022 and adopted at said meeting by the affirmative vote of _____members of said Council.

Councilor Allen voting	·
Councilor Barnes voting	•
Councilor Crabb voting	·
Councilor Davis voting	·
Councilor Garrett voting	•
Councilor House voting	•
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Thompson voting	•
Councilor Woodson voting	
C	

- Page 196 -D.II. "Skip" Henderson, Mayor

8. PORCH (Providing Overdose Reversal to give Columbus Hope) Project Grant

Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the PORCH Project from October 1, 2022 to September 30, 2026 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program.

ТО:	Mayor and Councilors
AGENDA SUBJECT:	PORCH (Providing Overdose Reversal to give Columbus Hope) Project Grant
AGENDA SUMMARY:	Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Administration (SAMHSA) for the operation of the PORCH Project from October 1, 2022 to September 30, 2026 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded. There is NO MATCH requirement for this program.
INITIATED BY:	Superior Court

Recommendation: Approval is requested to submit an application, and if approved, accept \$2,000,000 or as otherwise awarded from the Substance Abuse and Mental Health Services Administration for the operation of the PORCH Project, from October 1, 2022 to September 30, 2026 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded.

Background: The Department of Health and Human Services has provided funds to provide Naloxone to first responders and those most vulnerable in our community to opioid overdose. The funds are being provided through the Substance Abuse and Mental Health Services Administration to be utilized to operate the PORCH project at the rate of \$500,000 annually for 4 years.

<u>Analysis:</u> The PORCH Project is requesting a grant of \$2,000,000 from SAMHSA to operate the PORCH Project for a period of 48 months.

Financial Considerations: There is NO match requirement for this funding.

Projected Annual Fiscal Impact Statement: The Columbus Consolidated Government will not be required to continue this program when the grant funds have been expended.

Legal Considerations: The Columbus Consolidated Government is eligible to apply for funds from the Substance Abuse and Mental Health Services Administration.

Recommendations/ Actions: Approve a resolution authorizing the City Manager to submit a grant application and if approved, accept funds from SAMHSA for the operation of the PORCH Project, from October 1, 2022 to September 30, 2026 and to amend the Multi-governmental Fund by \$2,000,000 or as otherwise awarded.

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT AND IF APPROVED, ACCEPT A GRANT OF \$2,000,000 OR AS OTHERWISE AWARDED FROM THE SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION TO FUND THE PORCH PROJECT FROM OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2026 WITH NO MATCH REQUIREMENT AND ALSO AUTHORIZING DR. ANDREW COX AS THE SOLE PROVIDER FOR EVALUATION OF THE PROGRAM AND TO AMEND THE MULTI-GOVERNMENTAL FUND BY THE AWARD AMOUNT.

WHEREAS, funds have been made available from the Substance Abuse and Mental Health Services Administration to the PORCH Project for a 48 month period beginning October1, 2022 through September 30, 2026; and,

WHEREAS, funds are being made available to provide support for the operation of the PORCH Project for FY22-26; and,

WHEREAS, funds have been made available from SAMHSA to fund the First Responders – Comprehensive Addiction and Recovery Support Services Act Grant is accepting grant requests from jurisdictions throughout the country; We are requesting to partner with New Horizons Behavioral Health on the expansion of this program and Emergent Devices Inc for the purchase of NARCAN, and Dr. Andrew Cox for our programmatic evaluations; and,

WHEREAS, there is no match requirement for this funding.

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

That the City Manager is hereby authorized to submit a grant application to the Substance Abuse and Mental Health Services Administration to fund the Porch Project and if awarded accept \$2,000,000 to provide funding from October 1, 2022 to September 30, 2026 and authorize a sole source contract to New Horizons Behavioral Health, Emergent Devices Inc and Dr. Andrew Cox and to amend the Multi-Governmental Fund by the amount of the grant award. Introduced at a regular meeting of the Council of Columbus, Georgia, held the ________, 2022 and adopted at said meeting by the affirmative vote of _________members of said Council.

Councilor Allen voting	·
Councilor House voting	·
Councilor Barnes voting	•
Councilor Davis voting	·
Councilor Crabb voting	·
Councilor Huff voting	·
Councilor Garrett voting	·
Councilor Tucker voting	•
Councilor Thomas voting	•
Councilor Woodson voting	·

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

9. Mott's Green Additional Funding

Approval is requested to utilize federal funding with a local 20 percent match estimated at \$103,400 to complete the Mott's Green project and execute a GDOT contract amendment and other documents to complete the project.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Mott's Green Additional Funding
AGENDA SUMMARY:	Approval is requested to utilize federal funding with a local 20 percent match estimated at \$103,400 to complete the Mott's Green project and execute a GDOT contract amendment and other documents to complete the project.
INITIATED BY:	Planning Department

Recommendation: Approval is requested to utilize federal funding with a 20 percent match estimated at \$103,4000 to reconstruct and refurbish the area known as Mott's Green located at the end of the 14th Street Pedestrian Bridge, between the Chattahoochee River and the Total System campus and execute a GDOT contract amendment and other documents to complete the project.

Background: The area known as Mott's Green is rich in historical significance. The plan is to enhance this area so as commemorate this history and to offer visitors a closer view and interaction with activities on the river itself.

<u>Analysis</u>: This project has been under consideration since 2016. Bids have been received to construct this project at approximately \$1.2 million, which exceeds the current budget for this project. The use of available federal funds (Z230) with a required 20 percent match is being requested for approval by Council to help complete this project. A contract with the Georgia Department of Transportation was executed and an amendment to the agreement will be required.

Financial Considerations: The current funding for this project is \$733,000, with another \$517,000 needed to meet the requirements of this budget. The proposal is to utilize federal transportation funds (Z230) in the amount of \$413,600, with a required local match of \$103,400 or 20 percent. The local match will come from TSPLOST Discretionary funds.

Projected Annual Fiscal Impact Statement: There will be no annual fiscal impact.

Legal Considerations: Council must approve the use of these federal funds.

Recommendation: Approval is requested to utilize federal funding with a 20 percent match estimated at \$103,400 to reconstruct and refurbish the area known as Mott's Green located at the end of the 14th Street Pedestrian Bridge, between the Chattahoochee River and the Total System campus and execute a GDOT contract amendment and other documents to complete the project.

Agenda Item - Page 1 of 2

ltem #9.

- Page 202 -

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE USE OF FEDERAL Z230 FUNDS TO RECONSTRUCT AND REFURBISH THE AREA KNOWN AS MOTT'S GREEN WITH AN ESTIMATED LOCAL MATCH OF \$103,400 AND EXECUTE A GDOT CONTRACT AMENDMENT AND OTHER DOCUMENTS TO COMPLETE THE PROJECT.

WHEREAS, the area known as Mott's Green located at the end of the 14th Street Pedestrian Bridge between the Chattahoochee River and the Total System campus has been under design to refurbish and redesign to capture the history of the area and to allow visitors a closer interaction with the river; and,

WHEREAS, to finalize the funding needed for this project, the use of federal Z230 transportation funds will be required along with a 20 percent local match estimate at \$103,400; and,

WHEREAS, to execute an amendment to the GDOT contract to utilize additional federal Z230 transportation funds.

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

That the City Manager is hereby authorized to request the use of these federal funds in the amount of \$517,000 from the Georgia Department of Transportation, while providing a 20 percent match of \$103,400 from the TSPLOST Discretionary funds, execute a GDOT contract and other documents to complete the project.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of______2022 and adopted at said meeting by the affirmative vote of ten members of said

Council.

Councilor Allen voting	•
Councilor Barnes voting	<u> </u>
Councilor Crabb voting	<u> </u>
Councilor Davis voting	<u> </u>
Councilor Garrett voting	<u> </u>
Councilor House voting	·
Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Tucker voting	
Councilor Woodson voting	
Ũ	

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson, Mayor

A. Traffic Safety Equipment (Annual Contract) – RFB No. 22-0014

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Traffic Safety Equipment (Annual Contract) – RFB No. 22-0014
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of traffic safety equipment from BullzEye Equipment and Supply, LLC (Moncks Corner, SC) for the estimated annual contract value of \$86,044.16. The equipment includes barricades, safety flags, traffic cones, drums, various signs, stands, etc. and will be purchased by the Public Works Department on an "as needed" basis.

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

Bid specifications were posted on DemandStar, the web pages of the Purchasing Division and the Georgia Procurement Registry on September 14, 2021. Four (4) bids were received on October 13, 2021 from the following vendors below. This bid has been advertised, opened, and reviewed. The bidders were:

Bidders	Estimated Annual Contract Value
BullzEye Equipment & Supply (Moncks Corner, SC)	\$86,044.16
AWP, Inc dba Area Wide Protective (N Canton, OH)	*\$85,396.25
Safety Zone Specialist (Lakeland, FL)	\$90,557.15
Narospect, LLC (Atlanta, GA)	\$150,996.93

*AWP, Inc was the low bidder for only 2 line-items of the bid and stated a delivery time frame up to 11 weeks. The second low bidder, BullzEye, was low on multiple other line-items and stated a delivery time frame of 5 days. The low bidder was notified in writing regarding the award recommendation and given the opportunity to respond.

Funds are budgeted each fiscal year for this on-going expense: Various Departments - Operating Materials; 6728.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF TRAFFIC SAFETY EQUIPMENT FROM BULLZEYE EQUIPMENT AND SUPPLY, LLC (MONCKS CORNER, SC) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$86,044.16.

WHEREAS, the traffic safety equipment which includes barricades, safety flags, traffic cones, drums, various signs, stands, etc., will be purchased by the Public Works Department on an "as needed" basis; and,

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

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

That the City Manager is hereby authorized to purchase traffic safety equipment from BullzEye Equipment and Supply, LLC (Moncks Corner, SC) for the estimated annual contract value of \$86,044.16. Funds are budgeted each fiscal year for this on-going expense: Various Departments - Operating Materials; 6728.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	•
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Tucker voting	•
Councilor Woodson voting	•

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

B. Fiber Contractor Services (Re-Bid) (Annual Contract) – RFB No. 22-0030

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Fiber Contractor Services (Re-Bid) (Annual Contract) – RFB No. 22- 0030
INITIATED BY:	Finance Department

It is requested that Council approve the execution of an annual contract with Bigham Cable Construction (Smiths Station, AL) to provide Fiber Contractor Services on an "as needed" basis. The Information Technology Department has been allocated \$2,000,000.00 from the American Rescue Plan (ARP) for the initial purchases from this contract to connect some city buildings to a new main distribution point at the Citizens Service Center.

The Contractor shall provide outdoor fiber runs, both overhead and underground, or a combination, to various City locations to enhance the City's telecommunication functions. These fiber connections represent critical CCG network infrastructure. The Contractor will be called upon to provide these connections to new or existing sites to ensure quality and reliable network connectivity. The Contractor shall also provide all tools, supplies, and labor required to perform the services.

The contract term shall be for five (5) years, with the option to renew for five (5) additional twelvemonth periods, contingent upon the mutual agreement of the City and Contractor.

Bid specifications were posted on the web pages of the Purchasing Division, DemandStar and Georgia Procurement Registry. Two (2) bids were received on March 2, 2022. This bid has been advertised, opened, and reviewed. The bidders were:

	Bigham Cable Construction (Smiths Station, AL)	Com-Tech (Stockbridge, GA)
LABOR		
Trench (per foot)	8.75	5.00
Bore (per foot)	14.00	25.00
Aerial (per foot)	1.75	2.00
Splice (per F.O. Cable)	40.00	30.00
Splice 12 (per F.O. Cable)	38.00	30.00
Splice 24 (per F.O. Cable)	38.00	30.00
Splice 36 (per F.O. Cable)	38.00	30.00

	_	
Splice 48 (per F.O. Cable)	38.00	30.00
Splice 72 (per F.O. Cable)	36.00	30.00
Splice 96 (per F.O. Cable)	36.00	30.00
Splice 144 (per F.O. Cable)	34.00	30.00
Splice 288 (per F.O. Cable)	34.00	30.00
N	IATERIALS	
12 F.O. Cable (per foot)	0.35	0.54
24 F.O. Cable (per foot)	0.48	0.53
36 F.O. Cable (per foot)	0.58	0.68
48 F.O. Cable (per foot)	0.70	0.86
72 F.O. Cable (per foot)	0.80	5.18
96 F.O. Cable (per foot)	0.94	1.52
144 F.O. Cable (per foot)	1.15	9.99
288 F.O. Cable (per foot)	3.00	3.96
Span Wire (per foot)	0.83	0.69
Pull Box (per each)	800.00	1,998.00
2" Conduit (per foot)	1.65	2.03
Add'l Materials (Cost +%)	25%	10%
Fiber Maint. Pricing, Reg. Bus. Hours (M-F, 8AM - 5PM)	275.00	95.00
Fiber Maintenance Pricing, After Business Hours/ Weekends	350.00	190.00

To determine the lowest bidder, the Information Technology Department created a sample project that would allow them to better compare the bid submissions. This project was a 4-mile fiber run that included a section of each boring, trenching, and aerial use. Additionally, they used the largest fiber strand offered by each vendor to represent a backbone infrastructure run. This type of project represents the work that the awarded vendor will be required to do. A cost comparison spreadsheet was created, and Bigham Cable Construction proved to be the lowest bidder.

The funding for the initial purchases of \$2,000,000.00 is available in the FY22 Budget: American Rescue Plan-Fiscal Recovery Funds – Federal ARP – Federal Infrastructure Broadband – Professional Services; 0218-691-1700-ARBB-6311-40550-20220. Funds will be budgeted each fiscal year for the ongoing expenses during the term of the contract.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH BIGHAM CABLE CONSTRUCTION (SMITHS STATION, AL), FOR THE PROVISION OF FIBER CONTRACTOR SERVICES ON AN "AS NEEDED" BASIS. THE INFORMATION TECHNOLOGY DEPARTMENT HAS BEEN ALLOCATED \$2,000,000.00 FROM THE AMERICAN RESCUE PLAN (ARP) FOR THE INITIAL PURCHASES FROM THIS CONTRACT TO CONNECT SOME CITY BUILDINGS TO A NEW MAIN DISTRIBUTION POINT AT THE CITIZENS SERVICE CENTER.

WHEREAS, the Contractor shall provide outdoor fiber runs, both overhead and underground, or a combination, to various City locations to enhance the City's telecommunication functions. These fiber connections represent critical CCG network infrastructure. The Contractor will be called upon to provide these connections to new or existing sites to ensure quality and reliable network connectivity; and,

WHEREAS, the Contractor shall provide all tools, supplies and labor required to perform the services; and,

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

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

That the City Manager is hereby authorized to execute and annual contract with Bigham Cable Construction (Smiths Station, AL), for the provision of Fiber Contractor Services. The funding for the initial purchases of \$2,000,000.00 is available in the FY22 Budget: American Rescue Plan-Fiscal Recovery Funds – Federal ARP – Federal Infrastructure Broadband – Professional Services; 0218-691-1700-ARBB-6311-40550-20220. Funds will be budgeted each fiscal year for the ongoing expenses during the term of the contract.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	
Councilor Davis voting	
Councilor Garrett voting	
Councilor House voting	

Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Tucker voting	·
Councilor Woodson voting	·

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

C. Adoption of GDOT Procurement Policy for the Procurement Management and Administration of Engineering and Design-Related Consultant Services

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Adoption of GDOT Procurement Policy for the Procurement Management and Administration of Engineering and Design-Related Consultant Services
INITIATED BY:	Finance Department

It is requested that Council authorize the City Manager to sign a letter of agreement to adopt the Georgia Department of Transportation (GDOT) policy for the procurement, management and administration of engineering and design-related consultant services that are federally funded and administered by GDOT.

GDOT assumes the responsibilities of the U.S. Secretary of Transportation for all projects not on the National Highway System for design, plans, specifications, estimates, contract awards, and inspection of projects. Title 23 U.S.C. does not recognize local entities as direct recipients of Federal funds and GDOT is not relieved of these responsibilities by authorizing performance of work by a Local Government (LG). A LG, viewed in Federal regulations as a sub-recipient of Federal funds, must be determined by GDOT to have adequate delivery systems for the project and sufficient accounting controls to properly manage Federal funds. In lieu of creating new policies and procedures to meet these requirements, the City will adopt the policy of GDOT.

Signing the letter of agreement signifies that applicable Engineering Department, Finance Department, and Planning Department personnel shall abide by the following:

- 1. All City personnel involved in the procurement, management and administration of engineering and design related consultant services must attend GDOT Manual training and pass the test administered. The procurement, management and administration services are inclusive of advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
- City Personnel listed in item 1 above must read, understand, and adhere to the Federal Laws and Regulations (23 CFR Part 172) along with any State of Georgia laws (O.C.G.A. 50-22-1 through 50- 22-9) that pertain to these services where FAHP funds will be utilized.
- 3. City Personnel listed in item 1 above must be certified to participate in in advertising the solicitation, facilitating evaluations, conducting negotiations and contract administration of Engineering and Design related procurements.
- 4. City Personnel shall be familiar with the requirements and understands 23 CFR Part 172 and the requirements of 40 U.S.C. 1101-1104 Selection of Architects and Engineers commonly referred to as "The Brooks Act" or Qualification Based Selection (QBS).

- 5. The City must acknowledge and agree to adhere to the Common Grant Rule 49 CFR Part 18; GDOT's Disadvantaged Business Enterprise (DBE) program; Suspension and Debarment; Compliance with Title VI; and compliance with E-Verify
- 6. The City must provide any exceptions to GDOT's Engineering and Design Procurement Policy in a separate document to be approved by the GDOT Office of Procurement.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A LETTER OF AGREEMENT TO ADOPT THE GEORGIA DEPARTMENT OF TRANSPORATION (GDOT) POLICY FOR THE PROCUREMENT, MANAGEMENT AND ADMINISTRATION OF ENGINEERING AND DESIGN-RELATED CONSULTANT SERVICES THAT ARE FEDERALLY FUNDED AND ADMINISTERED BY GDOT.

WHEREAS, GDOT assumes the responsibilities of the U.S. Secretary of Transportation for all projects not on the National Highway System for design, plans, specifications, estimates, contract awards, and inspection of projects. Title 23 U.S.C. does not recognize local entities as direct recipients of Federal funds and GDOT is not relieved of these responsibilities by authorizing performance of work by a Local Government (LG). A LG, viewed in Federal regulations as a sub-recipient of Federal funds, must be determined by GDOT to have adequate delivery systems for the project and sufficient accounting controls to properly manage Federal funds.; and,

WHEREAS, in In lieu of creating new policies and procedures to meet these requirements, the City will adopt the policy of GDOT.

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

That the City Manager is hereby authorized to sign a letter of agreement to adopt the Georgia Department of Transportation (GDOT) policy for the procurement, management and administration of engineering and design-related consultant services that are federally funded and administered by GDOT.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	·
Councilor House voting	·
Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Tucker voting	·
Councilor Woodson voting	·

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

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D. Payment for Dialysis Treatment for Muscogee County Jail Inmates

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Payment for Dialysis Treatment for Muscogee County Jail Inmates
INITIATED BY:	Finance Department

It is requested that Council approve payment to Dialysis Clinic, Inc. (Columbus, GA) in the amount of \$65,450.00, for inmates requiring dialysis treatment. Additionally, it is requested that Council approve future payments to the vendor for dialysis treatment.

Payment is necessary for inmates housed at Muscogee County Jail requiring dialysis treatment.

Funds are budgeted in FY22 Budget: General Fund – Sheriff - Medical Director – Medical Services/ Inmates; 0101-550-2650-MEDD-6320.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING PAYMENT TO DIALYSIS CLINIC, INC. (COLUMBUS, GA) IN THE AMOUNT OF \$65,450.00, FOR INMATES REQUIRING DIALYSIS TREATMENT; AND AUTHORIZING FUTURE PAYMENTS TO THE VENDOR FOR DIALYSIS TREATMENT.

WHEREAS, payment is necessary for inmates housed at Muscogee County Jail requiring dialysis treatment.

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

That the City Manager is hereby authorized to make payment to Dialysis Clinic, Inc. (Columbus, GA) in the amount of \$65,450.00, for inmates requiring dialysis treatment, and authorized to make future payments to the vendor for dialysis treatment. Funds are budgeted in FY22 Budget: General Fund – Sheriff - Medical Director – Medical Services/ Inmates; 0101-550-2650-MEDD-6320. Funds will be budgeted in subsequent fiscal years for future required payments for dialysis treatment.

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

Councilor Allen voting	•
Councilor Barnes voting	·
Councilor Crabb voting	·
Councilor Davis voting	·
Councilor Garrett voting	·
Councilor House voting	·
Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Tucker voting	•
Councilor Woodson voting	·
Councilor Garrett voting Councilor House 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:

E. Avanan Harmony Email & Collaboration Advanced Software for Information Technology – Georgia Statewide Contract

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Avanan Harmony Email & Collaboration Advanced Software for Information Technology – Georgia Statewide Contract
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of Avanan Email and Collaboration Advanced Software from SHI International Corporation (Somerset, NJ), in the amount of \$77,760.00 via Georgia Statewide Contract #99999-SPD-SPD0000060-0003. It is also requested that Council approve payment for the annual subscription and maintenance fees in subsequent years.

Avanan provides industry leading protection to the City's Office 365 environment. Avanan sits on top of the Office 365 environment providing an additional layer to the City's security posture. The software looks at incoming emails to attempt to catch phishing, spam, and malicious attachments and links. Additionally, it will look through OneDrive, Microsoft Teams, and SharePoint sites to detect and protect against malicious objects that may be residing within these areas. This software is critical to protecting the City's technological infrastructure due to an increase in the number of employees requiring VPN/remote access to the City's network during the COVID-19 pandemic.

Funding for the initial purchase of the software is available in the FY22 Budget: General Fund – Information Technology – COVID19/Equipment; 0101 - 210 - 1000 - ISS - 7764. Payment for the subsequent annual subscription and maintenance fees will be budgeted in subsequent fiscal years: General Fund – Information Technology – Software Lease; 0101 - 210 - 1000 - ISS - 6541.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF AVANAN EMAIL AND COLLABORATION ADVANCED SOFTWARE FROM SHI INTERNATIONAL CORPORATION (SOMERSET, NJ), IN THE AMOUNT OF \$77,760.00 VIA GEORGIA STATEWIDE CONTRACT #99999-SPD-SPD0000060-0003. IT IS ALSO REQUESTED THAT COUNCIL APPROVE PAYMENT FOR THE ANNUAL SUBSCRIPTION AND MAINTENANCE FEES IN SUBSEQUENT YEARS.

WHEREAS, Avanan provides industry leading protection to the City's Office 365 environment. Avanan sits on top of the Office 365 environment providing an additional layer to the City's security posture. The software looks at incoming emails to attempt to catch phishing, spam, and malicious attachments and links. Additionally, it will look through OneDrive, Microsoft Teams, and SharePoint sites to detect and protect against malicious objects that may be residing within these areas.

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

That the City Manager is hereby authorized to purchase Avanan Email and Collaboration Advanced Software from SHI International Corporation (Somerset, NJ), in the amount of \$77,760.00 via Georgia Statewide Contract #99999-SPD-SPD0000060-0003. It is also requested that Council approve payment for the annual subscription and maintenance fees in subsequent years. Funding for the initial purchase of the software, is available in the FY22 Budget: General Fund – Information Technology – COVID19/Equipment; 0101 – 210 – 1000 – ISS – 7764. Payment for the subsequent annual subscription and maintenance fees will be budgeted in subsequent fiscal years: General Fund – Information Technology – Software Lease; 0101 – 210 – 1000 – ISS – 6541.

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

Councilor Allen voting	·
Councilor Barnes voting	•
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	·
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Tucker voting	•
Councilor Woodson voting	·

Agenda	- Page 221 -	e 2 of 3

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Agenda	- Page 222 -	e 3 of 3
Agenua		5015

File Attachments for Item:

B. TSPLOST Update on Public Meetings - Pam Hodge, Deputy City Manager

Transportation Special Purpose Local Option Sales Tax Update

March 22, 2022 City Council Meeting

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TIA Regions



River Valley Project List

Total Projects: 23 Projects Under Construction: 8 Projects Completed: 12 Original Approved Budget (2011 Dollars): \$410,754,730.00 Total Expenditure to Date: \$189,957,669

Heart of Georgia

Total Projects: **764** Projects Under Construction: **81** Projects Completed: **582** Original Approved Budget (2011 Dollars): **\$366,631,175.00** Total Expenditure to Date: **\$132,415,714**

Central Savannah River Area

Total Projects: **84** Projects Under Construction: **18** Projects Completed: **52** Original Approved Budget (2011 Dollars): **\$713,019,813.00** Total Expenditure to Date: **\$254,878,848**

Southern Georgia

Total Projects: **151** Projects Under Construction: **24** Projects Completed: 42 Original Approved Budget (2017 Dollars): **\$408,763,452.19** Total Expenditure to Date: **\$32,296,655**

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RiverWalk: \$10.0 million



- Page 226 -

Follow Me Trail: \$3.5 million



- Page 227 -

US 27/Custer: \$20.0 million



- Page 228 -

METRA: \$22.4 million



- Page 229 -

Buena Vista Spiderweb: \$40.0 million



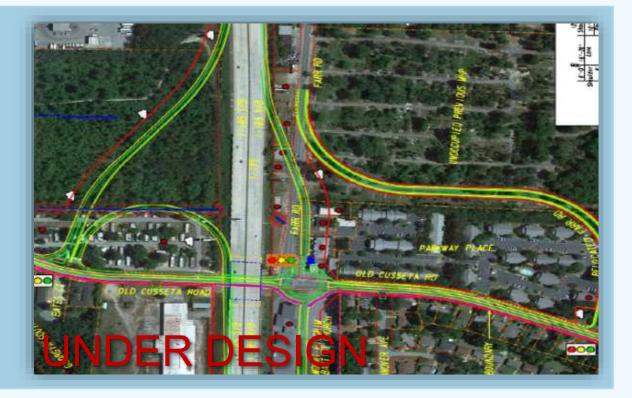
- Page 230 -

I-85/Buena Vista Road Interchange \$47.7 million



- Page 231 -

Cusseta Interchange: \$58 million



- Page 232 -

2012 TSPLOST Harris/Muscogee Joint Projects

SR 219: \$17.7 million



- Page 233 -

2012 TSPLOST Harris/Muscogee Joint Projects

SR1/US 27 Widening: \$40.0 million



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2012 TSPLOST Discretionary Funds Received FY14-FY21 = \$22.475 million

Project	Allocation	
Resurfacing (approximately 27 miles)	\$6.755 million	
Boxwood Blvd Bridge Replacement	\$1.26 million	
Benning Drive Bridge	\$1.4 million	
Claradon Bridge	\$700,000	
Morris Road Bridge	\$1,500,000	
Warm Springs Road Culvert *	\$867,000	
Victory Drive Improvements	\$409,000	
Traffic Calming	\$500,000	
Double Churches Park Parking	\$244,000	
Psalmond Road Signal *	\$144,000	
- Page 235 -		

2012 TSPLOST Discretionary Funds

Project	Allocation
River Road / J. R. Allen Signal	\$110,000
Victory Drive / 10 th Ave. Signal	\$40,000
Reese Road Bridge *	\$1.68 million
Dragonfly Trail Matching Funds	\$1.998 million
Sidewalks	\$500,000
Infantry Road and Trail Match	\$300,000
Mott's Green Match	\$200,000
Guardrails	\$400,000
Total TSPLOST Discretionary Funds Allocated	\$19,007,000

* = Partial funding

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PROPOSED TSPLOST 2023

- Final Investment List
 - 10 Year Forecast (2023-2032) \$664,868,521.70
 - 75% of Total Projections \$498,651,391.27
 - Local Discretionary 25% \$166,217,130.42
 - Administration of the Program 4%
 - Reduction due to Inflation 3% \$79,083,060.18
 - Present Value for Investment List \$399,860,962.50

\$19,707,368.60

2022 Proposed TSPLOST Projects

Band	Project	Cost Estimate
1	Riverwalk Repaving	\$12,500,000
1	Steam Mill Road Improvements	\$22,500,000
1	Whitesville Road Widening	\$12,800,000
1	Buena Vista Road Corridor Improvements	\$10,700,000
1	South Lumpkin Road Streetscapes	\$10,100,000
1	University Avenue Road Diet/Streetscapes	\$6,000,000
1	13th Ave/17th St/Linwood	\$6,650,000
1	Liberty Theater Block Enhancement (8 th Ave,)	\$4,000,000
1	5th Avenue Connector	\$690,000
1	Andrews Road	\$6,800,000
Δ		

2022 Proposed TSPLOST Projects

Band	Project	Cost Estimate
2	Second Avenue Streetscapes	\$18,200,000
2	JR Allen @ Schomburg and Blackmon*	\$11,300,000
2	Forrest Road Widening	\$15,400,000
2	Morris Road Improvements	\$12,000,000
3	Cusseta Road Widening	\$17,600,000
3	Williams Road Widening	\$18,700,000
3	Double Churches Road Improvements	\$12,200,000
3	County Line @ Mehaffey*	\$37,450,000
3	Bull Creek Dragonfly Trail Connector	\$8,400,000
Multi	Metra	\$25,000,000
2	Columbus Airport	\$25,000,000
*Partial funding by GDOT	TOTAL - Page 239 -	\$303,190,000

PROPOSED TSPLOST 2023

- Final Investment List for Muscogee County \$303,190,000*
- Estimated TSPLOST 2023 Discretionary \$36,532,554.71
- TOTAL \$339,722,554.71
- *Note: GDOT to contribute \$38.36 million
- Approval of TSPLOST rections the local match

TSPLOST SUMMARY

- 2012 TSPLOST Investment = \$201,600,000
- 2012 TSPLOST Joint Project Investment with Harris County = \$57,700,000
- 2012 TSPLOST Discretionary Estimate = \$27,470,000 (\$24,670,172.86 collected to date including interest)
- 2022 Proposed TSPLOST Investment = \$303,190,000 (GDOT to contribute \$38.36 million)
- 2022 Proposed Discretionary = \$36,532,554.71
- TOTAL if TSPLOST is approved = \$626,492,554.71
- Paving Fund, OLOST Infrastructure, Federal/State Grants, SPLOSTs and Private Contributions are also leveraged to fund Transportation related projects which are not included in Page 241- total.

PROPOSED 2023 TSPLOST Public Meetings

- Thursday, April 14th, 5:30 6:30 p.m. (on CCGTV)
 City Services Center, 3111 Citizens Way
- Monday, April 25th, 5:30 6:30 p.m.
 Shirley Winston Recreation Center, 5025 Steam Mill Road
- Thursday, April 28th, 5:30 6:30 p.m.
 Psalmond Road Recreation Center, 6550 Psalmond
 Road

QUESTIONS

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Item #B.



We do amazing.

Let's Talk about TSPLOST

2022 Proposed Transportation Special Purpose Local Option Sales Tax

Public Information Meeting

CITY OF COLUMBUS

^{Thursday} April 14

5:30PM to 6:30PM City Services Center 3111 Citizens Way, Columbus, GA 31906

Monday April 25

5:30PM to 6:30PM Shirley Winston Rec Center 5025 Steam Mill Road, Columbus, GA 31907

For More Information

- Page 244 -

^{Thursday} April 28

5:30PM to 6:30PM Psalmond Road Rec Center 6550 Psalmond Road Columbus, GA 31820

Deputy City N Email: PHodge@columbusga.org Pam Hodge

Phone Number: (706) 225-4206

File Attachments for Item:

DATE: March 22, 2022

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

March 23, 2022

<u>Stretcher Preventative Maintenance for Fire & EMS Dept (Annual Contract) – RFB No.</u> 22-0029

Scope of Bid

Upon notification by Columbus Fire and EMS, the successful vendor shall provide **preventive** maintenance service on an annual basis for the department stretchers, stair chairs and cot fastening systems, to include future implementation of the Stryker powerload system. Costs for labor for repairs outside of preventive maintenance shall include price listing of replacement parts related to the stretchers, stair chairs and cot fastening systems, both manual and powerload.

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

Columbus Consolidated Government Bid Advertisement - Agenda Item

DATE: March 22, 2022

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

March 23, 2022

1. <u>Stretcher Preventative Maintenance for Fire & EMS Dept (Annual Contract) – RFB</u> <u>No. 22-0029</u>

Scope of Bid

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

File Attachments for Item:

<u>1. Minutes of the following boards:</u>

Animal Control Advisory Board, January 12, 2022 Board of Tax Assessors, #07-22 and #08-22 Board of Water Commissioners, February 14, 2022 Board of Zoning Appeals, December 1, 2021 and February 2, 2022 Hospital Authority of Columbus, January 25, 2022 Housing Authority of Columbus, January 19, 2022 Public Safety Advisory Commission, February 17, 2022 River Valley Regional Council, February 23, 2022

Columbus Consolidated Government

Minutes of the Virtual Quarterly Meeting of the Animal Control Advisory Board

January 12, 2022

5:30 pm

Absent from Meeting:

PAWS Seat *vacant

Sabine Stull

Location of Meeting:

Virtual Teams Meeting via Animal Care & Control Division Facebook Page

Columbus, GA, 31907

Present at Meeting:

Contreana Pearson

Jayne Dunn

Julee Fryer

Raymond Culpepper

Kristi Ludy

Channon Emery

Lindsey Ellis

Drale Short

Dr. Jean Waguesack

The quarterly virtual meeting of the Animal Control Advisory Board of Columbus Consolidated Government was called to order at 6:23 pm on Wednesday, January 12, 2022, by Contreana Pearson, chairperson Sabine Stull was absent.

Approval for the minutes for the virtual board meeting on 09/14/2021; Jayne Dunn made a motion to approve the minutes and Julie Fryer second the motion. ***ACTION TAKEN: ALL **VOTING MEMBERS PRESENT APPROVAL MINUTES FROM BOARD MEETING 09.14.21**

Contreana Pearson welcomed the new board member Raymond Culpepper which is taking the seat of Christy Noullet unexpired term. Contreana Pearson asked Mr. Culpepper to briefly tell the board a little about himself.

Agenda Items

1. Animal Control - Monthly Report – Monthly Revenue Report August 2021 – November 2021 Contreana Pearson directed the Board Members to their Animal Control packets to go over the monthly and revenue reports. Jayne Dunn highlighted the revenue comparison from last

- Page 248 -

year's total. Julee Fryer stated, she hopes the Animal Advisory Board Members and the Animal Control will move to a more positive direction. She stated the rescues are doing a lot of rescuing and doesn't know if the rescues can continue saving so many dogs.

Jayne Dunn inquired about the Fiscal Year 23 Budget and stated the board members would like to preview before being submitted by the Director of Public Works. Drale Short stated, she would look at the recommendations from the board and Contreana Pearson would let them see a copy from last year which would reflect some of the same line items.

A Budget Sub Committee was selected to make recommendations and look over the previous budget. The members included Channon Emery, Jayne Dunn, and Julee Fryer. Contreana Pearson advised the subcommittee, a meeting would have to be next week to have recommendations submitted before the deadline to the Finance Department.

3. Questions Board Member

Reymond Culpepper inquired about rejoining the Animal Care and Control Center Facebook Page. Contreana Pearson stated no one is blocked from the Animal Care & Control Center Facebook page.

The meeting was adjourned at 7:08 pm. The next virtual quarterly meeting is Tuesday, March 8, 2022, 5:30pm via Animal Care & Control Center Facebook page.

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C: Clerk of Council, ACAB Members

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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

Kathy J. Jones Assessor Todd A. Hammonds Assessor Trey Carmack Vice Chairman

Jayne Govar Chairman Lanitra Sandifer Hicks Ka Assessor

Chief Appraiser Suzanne Widenhouse

MINUTES #07-22

<u>CALL TO ORDER</u>: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' virtual meeting to order on Monday, February 28, 2022, at 9:00 AM.

PRESENT ARE:

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

<u>APPROVAL OF AGENDA</u>: Vice Chairman Carmack motions to accept agenda. Assessor Sandifer Hicks seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Jones motions to accept Minutes #06-22. Assessor Sandifer Hicks seconds and the motion carries.

At 9:03, Administrative Manager Leilani Floyd presents to the Board:

- Discussion of Upcoming Events
- Veterans Homestead Exemption Vice Chairman Carmack motions to accept. Assessor Jones seconds and the motion carries.

At 9:09, Commercial Property Manager Jeff Milam presents to the Board:

- Tax Exempt Request # 090 020 006 Vice Chairman Carmack motions to deny. Assessor Jones seconds and the motion carries.
- Tax Exempt Request # 184 025 014 Vice Chairman Carmack motions to approve. Assessor Jones seconds and the motion carries.
- Tax Exempt Request # 193 001 029 Vice Chairman Carmack motions to deny. Assessor Sandifer Hicks seconds and the motion carries.
- Tax Exempt Request # 089 011 013E & 089 011 013B Vice Chairman Carmack motions to deny. Assessor Hammonds seconds and the motion carries.
- Tax Exempt Request # 062 055 015 Vice Chairman Carmack motions to deny. Assessor Hammonds seconds and the motion carries.

- Tax Exempt Request # 084 005 007 Vice Chairman Carmack motions to deny. Assessor Sandifer • Hicks seconds and the motion carries.
- Tax Exempt Request # 039 019 013 Vice Chairman Carmack motions to deny. Assessor • Hammonds seconds and the motion carries.

At 9:36, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits # 064 029 019 Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.
- Map Splits # 180 004 001C Vice Chairman Carmack motions to accept. Assessor Sandifer Hicks seconds and the motion carries.

At 9:39, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Update on Exide
- Settlement Offer for Superior Court Case Vice Chairman Carmack motions to decline offer. Assessor Hammonds seconds and the motion carries.
- Reminder that live BOA meetings will resume next week on March 7th.

At 10:01, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary

03/07/2022 APPROVED:

OVAR

AIRMAN

L. SANDIFER HICKS ASSESSOR

.IONES ASSESSOR

T.A. HAMMONDS

abser T. CARMACK VICE CHAIRMAN

MIN# 0.8 - 2 2 MAR 0 7 2022

ASSESSOR

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Columbus, Georgía, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906

Lanitra Sandifer Hicks

Assessor

Mailing Address: PO Box 1340 Columbus, GA 31902 Telephone (706) 653-4398, 4402 Fax (706) 225-3800

Jayne Govar Chairman Board Members

Kathy J. Jones Assessor Todd A. Hammonds Assessor Trey Carmack Vice Chairman

Chief Appraiser Suzanne Widenhouse

MINUTES #08-22

<u>CALL TO ORDER</u>: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, March 7, 2022, at 9:00 AM.

PRESENT ARE:

Chairman Jayne Govar Assessor Lanitra Sandifer Hicks Assessor Kathy Jones Assessor Todd Hammonds Deputy Chief Appraiser Glen Thomason Recording Secretary Katrina Culpepper

<u>APPROVAL OF AGENDA</u>: Assessor Hammonds motions to accept agenda with two noted changes. Assessor Sandifer Hicks seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Sandifer Hicks motions to accept Minutes #07-22. Assessor Hammonds seconds and the motion carries.

At 9:05, Executive Session with Legal Counsel – Assessor Hammonds motions to proceed with making offer as presented. Assessor Jones seconds and the motion carries.

At 9:38, Administrative Manager Leilani Floyd presents to the Board:

• CUVA Release – Signed & Approved.

At 9:41, Personal Property Manager Stacy Pollard presents to the Board:

• Data Correction – Signed & Approved.

At 9:43, Deputy Chief Appraiser Glen Thomason presents to the Board:

Map Splits - # 184 015 002; 184 015 010; 184 015 012; 084 015 013; 084 015 014 – Signed & Approved.

At 9:54, Chairman Jayne Govar adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary APPROVED: in Late T.A. HAMMONDS GOVAR L. SANDIFER HICKS K. JÓŃES T. CARMACK CHAIRMAN ASSESSOR ASSESSOR ASSESSOR VICE CHAIRMAN

MIN# 0 9 - 2 2 MAR 1 4 2022



Serving our Community Protecting the Environment

February 14, 2022

The regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia was held on Monday, February 14, 2022, at 1:30 p.m. at our Service Center Auditorium. Chairman Rodney Close took the roll call and the following Commissioners were present:

> Rodney Close, Chair Becky Rumer, Vice Chair Wes Kelley Clint Cox Mayor Skip Henderson

This being the first meeting of the New Year, election of Officers was in order. The following Officers were nominated:

<u>Current Officers</u> Reynolds Bickerstaff, Chair Sanders Griffith, Vice Chair Steve Davis, President Vic Burchfield, Interim Secretary <u>Proposed Officers 2022</u> Rodney Close, Chair Becky Rumer, Vice Chair Steve Davis, President Vic Burchfield, Interim Secretary

Motion was made by Wes Kelley and seconded by Becky Rumer to elect the above

Officers for the calendar year 2022. Motion carried.

Receipt of the Minutes from the regular meeting on December 13, 2021, were

presented to the Board. Motion was made by Becky Rumer and seconded by Clint Cox

to approve the Minutes as written. Motion carried.

John Peebles informed the Board that CWW had six employees that he wanted to recognize upon their retirement. They are as follows:

John T. King served in the capacity as a Process Control Specialist II at the North Columbus Water Treatment Facility with the Columbus Water Works for 10 years.

Oral R. Thomas served in the capacity of Mechanical Technician II in the Managed Maintenance Department with the Columbus Water Works for 35 years.

Harry P. Corbitt, Jr., served in the capacity as an Electrical/Instrumentation Technician II in the Managed Maintenance Department with the Columbus Water Works for 15 years.

Patricia L. Carswell served in the capacity as an Accounting Assistant in the Financial Services Department with the Columbus Water Works for 14 years.

Steven M. Fix served in the capacity as a Global Positioning System Technician in the Engineering Department for 32 years.

Louis T. Smith served in the capacity as the Assistant Superintendent of the Fort Benning Water Treatment Plant with the Columbus Water Works for 16 years.

Mr. Peebles introduced Mr. Louis Smith to the Board so that he could present the following Resolution:

A Resolution

Whereas, Louis T. Smith, has been an employee of the Columbus Board of Water Commissioners since April, 2005 is retiring; and,

Whereas, Louis T. Smith, has served in the capacity of Assistant Superintendent of the Fort Benning Water Treatment Plant with the Columbus Water Works; and,

Whereas, Louis T. Smith, has performed in an outstanding and productive manner throughout his sixteen years of service;

Now, Cherefore, Se St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Louis T. Smith for his diligent and faithful service on behalf of the Columbus Water Works; and,

Se St Surther Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Louis T. Smith, and to the Clerk of Council of Columbus, Georgia.

- Page 255 -

Luc D.	111
PRESIDENT, COLUMBUS WATER WORKS	CHAIR, BOARD OF WATER COMMISSIONERS
Mad Y. Bullifel SECRETARY.	Joh Realler SENIOR VICE PRESIDENT.
BOARD OF WATER COMMISSIONERS	WATER RESOURCE OPERATIONS

Chairman Close congratulated Mr. Smith on his many years of service and wished him well on his retirement.

A Resolution

Whereas, John T. King, has been an employee of the Columbus Board of Water Commissioners since February, 2011 is retiring; and,

Whereas, John T. King, has served in the capacity of Process Control Specialist II at the North Columbus Water Treatment Facility with the Columbus Water Works; and,

Whereas, John T. King, has performed in an outstanding and productive manner throughout his ten years of service;

Now, Cherefore, Se St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to John T. King for his diligent and faithful service on behalf of the Columbus Water Works; and,

Be St further Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said John T. King, and to the Clerk of Council of Columbus, Georgia.

PRESIDENT RWORKS

SECRETARY, BOARD OF WATER COMMISSIONERS

CHAIR, BOARD OF WATER COMMISSIONERS RESIDENT WATER RESOURCE OPERATIONS

A Resolution

Whereas, Oral R. Thomas has been an employee of the Columbus Board of Water Commissioners since March, 1986 is retiring; and,

Whereas, Oral R. Thomas, has served in the capacity of Mechanical II in the Managed Maintenance Department with the Columbus Water Works; and,

Whereas, Oral R. Thomas, has performed in an outstanding and productive manner throughout his thirty-five years of service;

Now, Cherefore, Se St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Oral R. Thomas for his diligent and faithful service on behalf of the Columbus Water Works; and,

Se St Surther Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Oral R. Thomas, and to the Clerk of Council of Columbus, Georgia.

PRESIDENT

PRESIDENT, COLUMBUS WATER WORKS

SECRETARY, BOARD OF WATER COMMISSIONERS dill-

CHAIR, BOARD OF WATER COMMISSIONERS

SENIOR VICE PRESIDENT,

WATER RESOURCE OPERATIONS

A Resolution

Whereas, Harry P. Corbitt, Jr., has been an employee of the Columbus Board of Water Commissioners since July, 2006 is retiring; and,

Whereas, Harry P. Corbitt, Jr., has served in the capacity of Electrical/Instrumentation Technician II in the Managed Maintenance Department with the Columbus Water Works; and,

Whereas, Harry P. Corbitt, Jr., has performed in an outstanding and productive manner throughout his fifteen years of service;

Now, Cherefore, Se St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Harry P. Corbitt, Jr., for his diligent and faithful service on behalf of the Columbus Water Works; and,

Ge St Surther Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Harry P. Corbitt, Jr. and to the Clerk of Council of Columbus, Georgia.

PRESIDENT, COLUMBUS WATER WORKS

March & Bulfield

BOARD OF WATER COMMISSIONERS

CHAIR. BOARD OF WATER COMMISSIONERS

WATER RESOURCE OPERATIONS

A Resolution

Whereas, Patricia L. Carswell, has been an employee of the Columbus Board of Water Commissioners since July, 2007 is retiring; and,

Whereas; Patricia L. Carswell, has served in the capacity of Accounting Assistant in the Financial Services Department with the Columbus Water Works; and,

Whereas, Patricia L. Carswell, has performed in an outstanding and productive manner throughout her fourteen years of service;

Now, Cherefore, Se St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Patricia L. Carswell for her diligent and faithful service on behalf of the Columbus Water Works; and,

OBe Ot Surther Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Patricia L. Carswell and to the Clerk of Council of Columbus, Georgia.

PRESIDENT, COLUMBUS WATER WORKS CHAIR BOARD OF WATER COMMISSIONERS

SECRETARY, BOARD OF WATER COMMISSIONERS

A Resolution

Whereas, Steven M. Fix, has been an employee of the Columbus Board of Water Commissioners since October, 1989 is retiring; and,

Whereas, Steven M. Fix, has served in the capacity of Global Positioning System Technician in the Engineering Department with the Columbus Water Works; and,

Whereas, Steven M. Fix, has performed in an outstanding and productive manner throughout his thirty-two years of service;

Now, Cherefore, Be St Resolved that the Board of Water Commissioners of the City of Columbus, Georgia, on behalf of all the people of the City, hereby publicly expresses appreciation and heartfelt thanks to Steven M. Fix for his diligent and faithful service on behalf of the Columbus Water Works; and,

Be St Suther Resolved that this resolution be spread upon the official minutes of this Board this fourteenth day of February 2022, and that the Secretary of this Board be directed to furnish copies of this resolution to the said Steven M. Fix and to the Clerk of Council of Columbus, Georgia.

WI PRESIDENT COLUMBUS WATER WORKS

SEORETARY, BOARD OF WATER COMMISSIONERS

CHAIR, BOARD OF WATER COMMISSIONERS

3 C. Celeb XECUTIVE VICE PRESIDENT COLUMBUS WATER WORKS

The Board congratulated the retirees on their many years of service with the

Columbus Water Works.

Vic Burchfield presented the Financial Reports for the months of December 2021

and January 2022 including Ft. Benning to the Board. Motion was made by Becky Rumer

and seconded by Clint Cox to approve the Financial Reports. Motion carried.

Kevin White presented the following projects to the Board for their approval:

NCWRF and SCWRF Structural Assessment and Repairs

Structural repairs to the Facilities include:

- Crack and leak repairs
- Corroded rebar and surface spalling repairs
- Resurfacing of degraded basins

On January 20, 2022, CWW received and publicly read bids from two companies to perform work in accordance with documents provided by Barge Design Solutions.

Contractor	Bid Amount
Blackwell's Inc.	\$767,501.00
Southern Preservations Systems	\$827,624.00

- The engineer's estimate was \$1,240,300.00.
- The engineer has reviewed and tabulated the bids and recommends contract award to Blackwell's, Inc. as the low responsive, responsible bidder, at the bid price of \$767,501.00 (Funded via Columbus R & E).
- Staff requests Board approval to award the NCWRF and SCWRF Structural Assessment and Repairs Project to Blackwell's Inc. at the bid price of \$767,501.00.

Following discussion, motion was made by Becky Rumer and seconded by Clint

Cox authorizing Management to award the NCWRF and SCWRF Structural Assessment

and Repairs Project to Blackwell's Inc., in the amount of \$767,501.00. (Funded via

Columbus R & E). Motion carried.

Garnsey Range Well Treatment Facilities

This project is to provide a treatment facility for a 40 GPM well to serve the Garnsey Range located on Fort Benning.

On September 23, 2021, CWW received and publicly read a single bid based on documents provided by Krebs.

	Contractor	Bid Amount
RDJE, Inc.		\$751,696.00

- The engineer's estimate was \$374,572.00. The engineer has reviewed and tabulated the bid and recommends contract award to RDJE, Inc. as the low responsive, responsible bidder, at the bid price of \$751,696.00 (Funded via Fort Benning Contract Mod).
- Staff requests Board approval to award Garnsey Range Well Treatment Facility Project to RDJE, Inc. at the bid price of \$751,696.00.

Following discussion, motion was made by Clint Cox and seconded by Becky

Rumer authorizing Management to award the Garnsey Range Well Treatment Facility

Project to RDJE, Inc., in the amount of \$751,696.00. (Funded via Fort Benning Contract

Mod). Motion carried.

Vic Burchfield advised the Board that the Columbus Water Works CSO NPDES permit requires instream surface water quality monitoring at six locations on the Chattahoochee River by using permanent automatic samplers at each location. One of these locations, 14th Street Bridge, will best be sampled from the Alabama side of the bridge. Additionally, CWW has determined that sampling at Mill Creek located in Alabama in conjunction with the permit locations would provide a better understanding of the water quality of the river. The City of Phenix City has agreed to enter into a Memorandum of Understanding to allow CWW to use these two sites. The following is an outline of responsibilities for Phenix City and Columbus Water Works:

City of Phenix city Responsibilities

- Provide the following locations for use as sampling sites:
 - Next to the 14th Street Bridge Alabama side (East of the sidewalk and fence and North of the bridge).
 - Back of lift station adjacent to Mill Creek (50 feet North of the lift station and house).
- Phenix City will allow access to the sampling stations.

CWW Responsibilities

- CWW will maintain adequate liability insurance coverage for the sampling stations, power access and property in conjunction with this project.
- CWW will acquire and pay for electrical power. CWW will have Alabama Power set them up with their own power supply for the duration of the project.
- CWW staff and contractors will maintain the sampling stations throughout the duration of this project. This project duration will be at a minimum of 5-year increments that coincide with the renewal of CWW's CSO NPDES Permit.
- CWW will provide for routine maintenance to the stations and foundations for the locations.

<u>Term</u>

The term shall be effective when fully executed by both Parties and shall continue for five years from that date, renewable in 5-year terms.

Following discussion, motion was made by Clint Cox and seconded by

Wes Kelley to proceed with the execution of the Memorandum of Understanding with the

City of Phenix City concerning river and creek sampling on the Alabama side. Motion

carried.

The following Departmental Reports for the months of December 2021 and

January 2022 were provided to the Board as information only:

- Customer Service Reports
- Customer Advocacy/Meter Maint/Water Accountability Reports
- Engineering Reports
- Field Services Reports
- Information Services/Security/Environmental Services Reports
- Corporate Relations Reports
- Employee Services Reports
- Water Resource Operations/Managed Maintenance Reports

Chairman Close asked for an update on the CSO permit. President Davis stated

it is on the docket for a hearing in Superior Court in late March.

President Davis provided the following item of information to the Board:

Fort Benning put out a media release about Columbus Water Works treatment plant located at Fort Benning. Since it began operation in September 2012, the CWW has provided clean, safe drinking water to the Benning population by employing tiny technology to produce huge capability and capacity. Vic Burchfield and Louis Smith were interviewed for this article.

There was no discussion.

There being no further business, motion was made by Becky Rumer and

seconded by Clint Cox to adjourn the meeting. Motion carried.

Vic Burchfield, Interim Secretary

BZA December 2021 December 1, 2021

Board Members Present Were: Al Hayes, Kathleen Mullins, Doug Jefcoat, Shaun Roberts Missing: Tomeika Farley (excused)

City Personnel Present Were: Fred Cobb, Micah Arnholt

Meeting Called to Order: 2:00pm

Mullins made a motion to approve the minutes. Seconded by Jefcoat. Minutes Approved.

BZA-09-21-001851

3508 KAY CIR

Mike Avery of Schuster Enterprises was present to request a variance to reduce the side setback of the lot from 8 ft. per UDO 2.2.8 to 1 ft. This is to replace an existing carport with a new carport and to add an addition to the house. No Opposition.

CASE DECISIONS: Jefcoat made a motion to approve based on the fact that the plan shows an acceptable use of the land and the changes to the setback will not negatively impact neighbors. Seconded by Mullins. Motion carries as approved.

BZA-10-21-002030

10261 GREENFIELD DR

Michael Laverne was present to request a variance to put a 12x16 accessory structure on property 5ft from property line so that the structure would not encroach on the house. No opposition.

CASE DECISIONS: Roberts made a motion to approve based on the fact that the property is zoned differently than the actual structure will allow and the structure will not affect neighbors. Seconded by Mullins. Motion carries as approved.

BZA-10-21-002099

5003 SEDONA CT

Jason Maxfield of Four Seasons of Columbus was present to request a variance to reduce rear setback to 21ft to install covered screened patio at rear of home. No Opposition.

CASE DECISIONS: Roberts made a motion to approve based on the fact that there are no complaints and there will be no impact to neighbors. Seconded by Jefcoat. Motion carries as approved.

BZA-11-21-002149

7805 VETERANS PKWY

Charles Ford was present to request a variance to subdivide parcel and create a lot without required street frontage. No opposition.

CASE DECISIONS: Jefcoat made a motion to approve based on the fact that the property has the proper easements. Seconded by Mullins. Motion carries as approved.

BZA-11-21-002150

2001 WYNNTON RD

Nixon Maxey of Elliott Family Properties LLC was present to request a variance to reduce rear yard setback from 15' required to 3' shown for the construction of a new convenience store. No opposition.

CASE DECISIONS: Mullins made a motion to approve based on the fact that it will be an improvement to the existing property and there were no complaints by neighbors. Seconded by Jefcoat. Motion carries as approved.

BZA-11-21-002153

8238 COOPER CREEK RD

Nixon Maxey of Elliott Family Properties LLC was present to request a variance to increase parking spaces from 4 required to 21 shown for overflow parking of Maple Village commercial area. No opposition.

CASE DECISIONS: Roberts made a motion to approve based on the fact that the overflow parking spaces will positively impact the area. Seconded by Mullins. Jefcoat recused himself as he was involved in the leasing of the property. Motion carries as approved.

Meeting Adjourned at 2:37pm

BZA February 2022 February 2, 2022

Board Members Present Were: Al Hayes, Kathleen Mullins, Doug Jefcoat, Tomeika Farley, Shaun Roberts

City Personnel Present Were: Fred Cobb, Eric Gansauer, Micah Arnholt

Meeting Called to Order: 2:00pm

Jefcoat made a motion to approve the minutes. Seconded by Roberts. Minutes Approved.

BZA-01-22-000108

6910 RIVER RD

Anthony Slaughter of Moon, Meeks, and Associates was present to request a variance to allow HVAC rooftop equipment to not be screened per UDO 4.2.23. This is because the elevation difference between the structure and the street leaves no effective way to screen the units. No Opposition.

CASE DECISIONS: Jefcoat made a motion to approve based on the fact that the applicant has demonstrated a practical way to deal with hardship. Seconded by Farley. Motion carries as approved.

BZA-01-22-000111

3351 N LUMPKIN RD

Eric Lipp of Lumpkin Park Apartments was present to request a variance to subdivide parcel and create a lot without required street frontage. This is to separate the floodway from the lot containing the apartments so as to obtain HUD financing. No opposition.

CASE DECISIONS: Roberts made a motion to approve based on the fact that the lot being carved off already has a detention pond and there is no use for the lot. Seconded by Mullins. Motion carries as approved.

Meeting Adjourned at 2:15pm

MINUTES OF MEETING OF THE HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA January 25, 2022

A regularly scheduled meeting of the Hospital Authority of Columbus, Georgia (HAC) was held at 11:00 a.m. on Tuesday, January 25, 2022. The meeting was held by conference Zoom call due to the COVID-19 Pandemic. A notice was emailed to each member. A copy of the notice was posted more than 24 hours before the meeting on the door of the building in which the meeting was held on Monday, January 24, 2022.

Participating in the conference call meeting were Chairman Ernie Smallman, Vice Chairman Sarah Lang, Warner Kennon, Betty Tatum, Jennings Chester, Dr. John Kingsbury and Mike Welch Cynthia Jordan was excused.

Britt Hayes, Interim Acting CEO and Rick Alibozek, CFO and Kenneth M. Henson, Jr., Secretary/Attorney participated in the conference call meeting.

INVOCATION AND WELCOME

Kenneth M. Henson, Jr. called the meeting to order as requested by Chairman Ernie Smallman who was delayed with Mike Welch. He welcomed everyone to the meeting. Britt Hayes gave an invocation.

DETERMINATION OF QUORUM

It was determined during the meeting that there was a quorum.

MINUTES

The Board Minutes from the October 26, 2021 Board Meeting were reviewed and on motion made by Mike Welch and seconded by Dr. John Kingsbury the October 26, 2021 Minutes were unanimously approved by the Board.

BOARD BUSINESS

Kenneth M. Henson, Jr. reported that after the October 26, 2021 meeting it was determined that Frank Morast would be unable to return work as CEO of the HAC. He reported that the Executive Committee met after determining that Frank could no longer serve as CEO and that the Executive Committee appointed Britt Hayes as acting and interim CEO.

930590.H1667-38167

1 - Page 267 -

KNH.S.

On motion by Dr. John Kingsbury and seconded by Mike Welch, the next meeting will be held on Tuesday, March 1, 2022 at 11:00 am instead of February 22, 2022 because Britt Hayes has a state nursing home association meeting to attend.

PRESIDENT'S REPORT

Britt Hayes gave the President's report.

Insurance Renewals: The worker's compensation claims last year were only \$8,500. As a result, there has been an 8% reduction in the worker's compensation premium. Last year, they had an extraordinary increase in healthcare claims. Anthem was proposing a 40% increase in premium. While Anthem ultimately agreed to a 35% reduction, Britt went out into the market to find better coverage. He was able to find a referenced-based pricing model plan offered by Next Impact that was a 15% increase over FY2021 and a plan with Cigna that would cost employees \$80-\$100 more than the Next Impact plan. Most employees have renewed their coverage and he has heard no complaints about the changes.

Surveys: On November 18, 2021, the surveyor showed up for an annual survey at Ridgecrest. There were only two minor violations. One involved an employee not wearing a hair net and another resulted from a chart which originally indicated "Full Code" which had been changed after admission and this change "Do Not Resuscitate" was not shown in one of the charts. A simple correction plan was filed in regard to both violations.

Respite Care Contract: Britt Hayes and Rick Alibozek solicitated additional proposals for respite care. Respite Care is short term care with a five-day maximum for Hospice patients. The new companies will pay 90% of the fee schedule reimbursement rate for these five days. Two companies have agreed to enter into respite care contract with the HAC.

New Administrators: With Britt Hayes moving into an Interim Acting CEO role, there was a need for an additional administrator. Recently, Dean Tovey, a current employee for 9 years, completed the administrator's course and obtained a certificate. He was formerly a respiratory therapist, and this background is different from Britt's background in finance. They are looking forward to working with Mr. Tovey as the new administrator of Orchard View.

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Kurts

Todd West has been the administrator of Muscogee Manor for several years. He has recently had several significant health issues and has not been able to work. Britt has hired David Askew who was the Administrator of a home in Dawson, GA to be the interim Administrator at Muscogee Manor. In the event of an emergency at any of the facilities, Britt will be able to be the administrator of record so that they can continue to offer care.

Administrator Preceptor License: Frank previously had an Administrator Preceptor License which allowed him to teach new administrators. Because he is no longer employed and unable to perform this function, Britt took the initiative to obtain an Administrator Preceptor License. He is now certified and can teach and train new administrators who can then be certified.

Bus Route Request: Some of the employees at Orchard View and Ridgecrest need public transportation. There are residents whose families need to take public transportation to get to visit their relatives. Britt has requested that the City of Columbus place at least one bus stop on Williams Road at the entrance to Orchard View and Ridgecrest. Unfortunately, the City is understaffed and currently only operating a weekend schedule. The City agreed that these stops need to be added. Britt will reconnect with the City when their staffing improves.

New Wound Care Physician: The wound care specialist for the HAC was advising employees not to take vaccine. He was undermining Britt's authority and request that all employees take the vaccine to protect not only themselves but to protect their residents with whom they are working. They were having other issues with the wound care specialist and Britt has hired a new would care specialist, Dr. Patrick Frost. He started December 1, 2021, and Britt has already noticed the improvement at wound care at the HAC facilities.

New Chemical Provider: The HAC has experienced a problem getting chemicals for the laundry machines. This has been a problem for others and Ecolab company had one of their employees remove product from Orchard View. This was product that was needed to operate the machines. As a result of this problem, Britt decided to reprice the chemicals used for cleaning at the HAC. Once he got pricing from Osceola Supply, he decided to use them to provide chemicals. Most of their products are 40% less and they are able to get them on a more regular basis.

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K WHISC

DPH COVID-19 Steering Committee Appointment: Britt Hayes reported that he had participated in a DPH COVID-19 meeting by conference call. As a result of his questions and interests, DPH has appointed him to their Steering Committee on issues affecting nursing homes. Rick Alibozek has been appointed to serve on the Georgia Healthcare Association Reimbursement Committee. Faith Scott, HAC's Director of Clinical Reimbursement has also been appointed to serve on the Georgia Healthcare Association Quality Committee. Ms. Scott has also been accepted into the Georgia Leader Program and will be delivering her Capstone presentation at this year's GHCA Winter Convention to over 1,000 professionals. Britt reported that it was important for the HAC staff to be involved on these state boards to become aware of issues and problems sometimes before they happen.

Orchard View Dementia Memory Care: Orchard View has only nine residents in their memory care wing that is locked down. Britt decided it was more efficient to consolidate these residents at Muscogee Manor. This will allow Orchard View to focus more on rehab. Rehab produces more income and profit than memory care and it is more efficient to operate the memory care at one facility when the census is low.

COVID-19 Report: The COVID-19 report was not as good as in October 2021. Delta came and did not present any new issues or many new cases. Omicron had a dramatic effect.

Covid activity within our facilities continues to materialize. Since Christmas, we have had 8 positive residents and 85 positive staff members, Company-wide.

DPH showed that Muscogee County's Positivity Rate has escalated the last month and stands at 39.0% for the last two weeks (9.2 at last Board meeting). Georgia's positivity rate is 30.6% for the last two weeks (5.7 at last Board meeting).

Per federal directives, we now use the County's <u>TRANSMISSION</u> rate from the CDC to assess the frequency that we must test our staff. Muscogee County currently is in the RED. The following chart shows routine testing protocols based on color.

High (Red) Twice a week

Substantial (Orange) Twice a week

Moderate (Yellow) Once a week

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Low (Blue) Not recommended

Note: Vaccinated staff still do not need to be routinely tested.

The Level of Community Transmission map is only shown in colors, there are no corresponding percentages/numbers shown. This map dictates that Orchard View, Ridgecrest and Muscogee Manor continue mass testing **TWICE** weekly at this time.

We have administered over 1,000 Covid-19 vaccine doses to staff and residents Company-wide. CDC and DPH directives still are allowing vaccinated staff to not participate in routine testing efforts in nursing homes nation-wide in effort to further incentivize staff to receive vaccines. We have received supplemental shipments of Moderna vaccines and are administering boosters weekly. We partnered with state DPH and have completed in-house clinics for Pfizer boosters for our residents and staff.

DHHS has continued supplying antigen 'quick swab' tests, but quantities have ebbed and flowed in relation to the number of cases that we are reporting through the National Safety Healthcare Network (NHSN). The organization estimates the number of staff for your facility and the corresponding County Positivity Rate. We have received supplemental PCR Molecular testing kits from our vendor and have them available if needed.

On Thursday, November 4th, President Biden in conjunction with CMS delivered a plan that would require all healthcare personnel to be vaccinated. On January 13th, the US Supreme Court decided to allow the CMS vaccine mandate to move forward for all states (except TX) for which there was an injunction. Those entities must strive to have staff fully vaccinated by March 15th. We are moving forward to meet this goal.

Britt reported they are now looking at ways to implement mandatory vaccination requirements. The medical exemptions are easy to identify. Unfortunately, the religious exemptions are not as easy, and he has consulted with another law firm to get additional information.

Britt reported that they are making extra efforts to ensure that all their employees feel valued and appreciated. He was sending thank you notes to employees on their anniversaries of service at HAC, birthdays and on other special occasions. He has also implemented gift cards as rewards for employees.

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KNHS.

Annual Holiday BBQ: Britt reported that the Annual Holiday. BBQ was not one big even this past year but was spread out over several days at several facilities. While it was not a one big event, it was successful, and all the employees and residents enjoyed themselves.

CFO REPORT

A copy of the Statistical Report and Financial Report was emailed to each Board Member. Retention of employees is really important. He and Britt are focused on trying to keep employees because it is so much less expensive. The census has not dropped but has increase slightly since the last meeting. He anticipates that the census in the future will very slowly increase as COVID-19 becomes more of an endemic as opposed to a pandemic. He is also focusing on Medicare because it produces 20% profit. Medicaid results in a 3% loss. The State of Georgia is doing a much better job at increasing the rate over the last two years. The rate increases the last two years have been the highest in the last 20 years. Hopefully, this will continue.

Overall, the HAC remains financially sound with \$28,000,000 in cash as of December 31, 2021. Finally, collections are doing better and this will help with revenue.

STATISCAL REPORT

Attached to these Minutes is the FY 2020 YTD Statistical Report Year Ended June 30, 2022.

FINANCIAL REPORT

Attached to these Minutes is the Hospital Authority of Columbus Consolidated Summary Report Month Ended December 31, 2021.

NEXT MEETING

The next meeting will be Tuesday, March 1, 2022.

There being no further business the meeting was adjourned.

KENNETH M. HENSON, JR.

Secretary

ERNEST SMALLMAN, IV. Chairman



HOSPITAL AUTHORITY OF COLUMBUS FY 2022 YTD Statistical Report Year Ended June 30, 2022

Sept August July Oct Nov Dec Jan June May Apr Mar Feb

Prior Year

Average

Orchard View					COLEVEN	7902 72	26 10%	To Trave	CA DOW	-
			K0 47%	61 73%	PUL DU Zo		070700	10/17/25	NUMPER	
	% Ocrispancy		0/74-00							
			75.83%	79.85%	79.37%	81.74%	77.75%	78.51%	75.65%	
	Wedical 07%		8.94%	6.22%	5.26%	5.49%	3.59%	6.11%	12.81%	
	Medicare%	JALL L	C 02%	28% P	S SFIR	5 04%	13.55%	6.93%	8.15%	
	Private %			O ACOL	1 000	1944	C 110	7 5400	aca c	
	Hornico %		1.12%	0.40%	acco-1	0174-1	WITC	NTC	N76-7	
			1.57%	1.29%	1.96%	0.31%	0.00%	846.0	0.87%	
	AUV 76		12.70	9.19	8.74	6.67	4.03	8.42	21.15	
	Daily Medicare and ADV Census				03 000	106 53	JUC DE	203 5.4	DA CFC	
	Employment (Full Time Equivalents)		\$13-14	72.001	00707	CCOCT	07:007	Lorenz	CHCT7	
Bidenerect										
Ingenesi	of American	26.08%	22.38%	23.27%	20.24%	24.04%	21.39%	%0677	27.70%	
	% Uccupancy	30.78%	31.03%	25.58%	20.78%	11.66%	11.13%	21.83%	42.66%	
	Medicald%	38.73%	35.46%	45.38%	43.93%	52.72%	66.61%	47.14%	33.67%	
	Medicare%	22.53%	26.60%	23.76%	18.04%	18.37%	12.39%	20.28%	2.56%	
	Private %	0.00%	0.00%	0.00%	0,00%	0.00%	0.00%	0.00%	0.24%	-
	Hospice %	7.96%	6.91%	5.28%	17.25%	17.25%	9.87%	10.75%	4.21%	-
	AUV %	10.22	7.97	9.90	10.40	14.13	13.74	11.06	6.55	-
	Daily Medicare and ADV Census	31.50	30.49	31.74	33.11	33.69	36.31	32.81	38.02	
	Employment (Full lime Equivalence)									-
Muscoree Manor				1000	CO DANK	La Cost	CA DOM	1000	1011 13	
	% Occupancy	04.40%	04/570	206-70	00.0476	e/00/70	8/05/10	00000	171-10	
	Merticaid%	85.05%	90.13%	%FT-76	38.30%	9/97-56	93.87%	969676	84.56%	
		7.95%	5.42%	3.62%	1.13%	2.15%	2.66%	3.82%	12.02%	
		2.77%	2.13%	1.12%	-1.22%	0.76%	2.22%	1.30%	1.05%	
	LI WALL YS	2.62%	1.79%	%26.0	1.68%	1.15%	0.91%	1.51%	2.00%	
	HOSPICE 76	1.61%	0.53%	2.20%	-0.48%	0.67%	0.35%	0.81%	1.37%	
	AUV A	10.48	6.34	6.22	0.67	3.00	3.33	5.01	14.87	
	Uary Medicare and AUV Census	128.58	121.20	112.24	118.85	108.29	109.71	116.48	133.23	
	Curptoprinent (Fun Turne Equivalence)									

Jan 25 Minutes

7.68

8.32

Employment (Full Time Equivalents)

Muscogee Home Health

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HOSPITAL AUTHORITY OF COLUMBUS CONSOLIDATED SUMIMARY REPORT MONTH ENDED DECEMBER 31, 2021

				MONTH ENDED	MONTH ENDED DELEMBER 31, 2021						
		Orchard View	Home Office	Ridgecrest	Muscogee Manor	Total Nursing Home	Cobis PCH	Muscogee Home Health	River Mill	Consolidated	
	<u>BALANCE SHEET</u> Cash Other Current Assets Intercompany Balances Noncurrent AssetS	\$ 6,657,636 2,128,720 21,567,879 35,624,261	· · · · ·	\$ 7,929,084 761,903 1,996,016 37,691,105	\$ 10,156,794 1,900,718 (13,844,498) 7,819,339	\$ 24,743,514 4,751,341 9,719,397 81,134,705	\$ 1,156 1,234 (6,368,342) 161,683	\$ 48,943 173,006 (1,980,736) 158,979	\$ 3,326,259 - (1,370,319) 564,920	\$ 28,119,872 4,965,581 - 82,020,287	
	Total Assets	\$ 65,978,496	5	\$ 48,378,108	\$ 6,032,353	\$ 120,388,957	\$ (6,204,269)	\$ (1,599,808)	\$ 2,520,860	\$ 115,105,740	
	Current Liabilitics Non-current Liabilities (excluding bonds) Bonds Payable	\$ 1,799,729 9,681,474 25,295,107	, , , ,	\$ 778,936 4,073,020 30,490,061	\$ 850,005 5,937,582	\$ 3,428,670 19,692,076 55,785,168	- 001/09E	\$ 64,448 624,516	s	\$ 3,494,256 20,676,692 55,785,168	
	Total Liabilities	36,776,310	·	35,342,017	6,787,587	78,905,914	361,238	688,964		79,956,116	
1	Fund Balance	29,202,186	•	13,036,091	(755,234)	41,483,043	(6,565,507)	(2,288,772)	2,520,860	35,149,624	-
	Total Liabilities and Fund Balance	\$ 65,978,496	- 5	\$ 48,378,108	\$ 6,032,353	\$ 120,388,957	\$ (6,204,269)	\$ (1,599,808)	\$ 2,520,860	\$ 115,105,740	
	INCOME STATEMENT										
	Revenue Operating Expenses	\$ 1,085,746 1,284,849	\$ 41,195 134,179	\$ 304,467 341,333	\$ 1,056,290 1,138,909	\$ 2,487,698 2,899,270	\$ 100 3,994	\$ 61,575 81,222	, 69 \$	\$ 2,549,373 2,984,555	
	Net Profit (Loss) before Noncash expense	(199,103)	(92,984)	(36,866)	(82,619)	(411,572)	(3,894)	(19,647)	(69)	(435,182)	Property lies
	Provision for Bad debts Interest expense Depreciation and Amortization	(5,272) (64,252) (86,081)		262 (82,826) (95,375)	(6,462) - (10,429)	(11,472) (147,078) (191,885)		• • •		(11,472) (147,078) (192,262)	an and star and star and star of the star
	Current Month Income (loss)	\$ (354,708)	\$ (92,984)	\$ (214,805)	\$ (99,510)	S (762,007)	\$ (4,271)	\$ (19,647)	(6 9) \$	\$ (785,994)	
	YTD income (loss)	\$ (1,230,606)	\$ (733,230)	\$ (1,221,402)	\$ (298,238)	\$ (3,483,476)	\$ (21,611)	\$ (158,042)	\$ 1,633,931	\$ (2,029,198)	-

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Item #1.

3557

THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

Regular Meeting

January 19, 2022 9:00 AM Columbus, Georgia

Meeting was Held by Both Telephone Conferencing and In-Person Due to the COVID-19 Virus

The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.

Chairman Cardin called the meeting to order, and the following Commissioners were present:

Ed Burdeshaw John Greenman Linda Hadley Jeanella Pendleton John Sheftall Tiffani Stacy

In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, Sabrina Richards, Chief of Property Management, John Casteel, Chief Assisted Housing Officer, Sheila Crisp, Chief Financial Officer, Laura Johnson, Chief Real Estate Officer, Rickey Miles, Modernization Manager, Carla Godwin, MTW Coordinator and Resident Services Administrator, Denise L. Thompson-Mosley, Executive Assistant, and Attorney Chandler Riley.

ADOPTION OF AGENDA:

Motion for approval of the agenda was made by Commissioner Burdeshaw, seconded by Commissioner Greenman. Motion carried.

3558

APPROVAL OF THE DECEMBER 15, 2021 BOARD MEETING MINUTES:

Chairman Cardin called for a motion to approve the minutes of the December 15, 2021 Board meeting.

Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Pendleton. The motion carried.

FINANCIAL REPORT:

Sheila Crisp, CFO, provided a report of agency finances month-to-date and year-to-date actual to budget results and the explanation of the top factors of the variances. In summary, we are tracking ahead of budget by \$438K.

The top factors for both MTD and YTD variances for Net Profit before Capitalized Expenditures and Transfers:

- Expenses are lower because HUD REAC inspections continue to be delayed due to COVID-19.
- Turnover expenses are less because there have been fewer units turning over, attributable to the recent lifting of the eviction moratorium.
- Hiring for the second Community Resource Officer position is on hold.
- The warehouse project is on hold.

CHARGE-OFF OF RESIDENT OR FORMER RESIDENT ACCOUNT BALANCES FOR MONTH ENDING DECEMBER 31, 2021:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3402

A RESOLUTION AUTHORIZING THE CHARGE-OFF OF FORMER RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S HOUSING DEVELOPMENTS FOR THE MONTH ENDING DECEMBER 31, 2021

Motion for approval was made by Commissioner Greenman, seconded by Commissioner Pendleton. Motion carried.

3559

RESOLUTION APPROVING THE SUBMISSION OF A DEMOLITION APPLICATION TO HUD'S SPECIAL APPLICATIONS CENTER (SAC) FOR RIVERS HOMES, BUILDING C301, UNITS 702G AND 702H:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3403

A RESOLUTION APPROVING THE SUBMISSION OF A DEMOLITION APPLICATION TO HUD'S SPECIAL APPLICATIONS CENTER (SAC) FOR RIVERS HOMES, BUILDING C301, UNITS 702G AND 702H

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Pendleton. Motion carried.

REPORT FROM THE GOVERNANCE COMMITTEE:

Commissioner Pendleton, Chair of the Governance Committee, announced there is no formal report.

REPORT FROM THE AUDIT AND FINANCE COMMITTEE:

Commissioner Greenman, Chair of the Audit and Finance Committee, gave the date for the next Audit and Finance Committee meeting, February 1, 2022. He also offered a summary of the sessions he attended at the 2022 Public Housing Authorities Directors Association (PHADA) Annual Conference.

REPORT FROM THE REAL ESTATE COMMITTEE:

Commissioner Burdeshaw, Chair of the Real Estate Committee, stated Warm Springs Senior Village deal has not closed yet and is still with the attorneys for details to be finalized. He is pleased with the progress at the Banks at Mills Village construction site.

PUBLIC SAFETY TASK FORCE:

Commissioner Stacy stated there were two drive-by shootings at Elizabeth Canty Homes in December. There were no injuries, and the Columbus Police Department is investigating the incidents. She said guns are a problem at HACG properties and the city. Commissioner Stacy asked her contact at Columbus Police Department if they plan to get the new gun pinpoint technology, ShotSpotter.

CPD hasn't purchased it yet but asked residents to report whenever they hear gunfire to help police narrow down high gun incident areas, in anticipation of acquiring the system.

Commissioner Stacy declared residents are committed to safety in their communities and are the greatest asset in the fight against crime.

EXECUTIVE DIRECTOR'S REPORT:

Mrs. Walters reported that HACG has a 96% lease up rate for all developments including the remote properties. She also noted that Section 8 voucher utilization is 82% or 3,192 vouchers. HACG has 109 families with vouchers still searching for housing. There is not an orientation scheduled due to the high number of COVID-19 cases. Ten extensions were granted to give voucher holders more time to locate housing.

The MTW program received a non-compliance letter from HUD for the fiscal year ending June 30, 2020, for not meeting the Serving Substantially the Same (STS) Number of Households Requirement. HACG submitted the Corrective Action Plan to the HUD MTW office on January 10, 2022.

HACG has had 26 employees test positive for COVID-19 since Christmas. All but 4 employees have returned to work. The offices are closed to the public, except by appointment, until further notice.

Sheila Crisp, CFO, arranged for Valley Healthcare Center to send a mobile testing unit to the COCC office, Friday, January 14, 2022. Several employees took advantage of this opportunity to get re-tested and return to work. Ms. Crisp has an ongoing agreement with Valley Healthcare Center, located on Ft. Benning Road, for any employees who need to get tested or re-tested in the future.

ADJOURN:

There being no further business, Chairman Cardin asked for a motion to adjourn the meeting. Motion for adjournment was made by Commissioner Greenman, seconded by Commissioner Burdeshaw. The motion carried and the meeting was adjourned.

Larry Cardin

Larry Cardin Chairman

Lisa L. Walters, CPM Secretary-Treasurer

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Public Safety Advisory Commission – Columbus, GA

Monthly Meeting Minutes

Date:	2/17/2022
Location:	Virtual Meeting
Start time:	4:00 PM
Adjournment time:	5:00 PM
Next meeting:	March 17, 2022
Meeting Recorder:	Annalisa Shelling

Members Present:

🗵 David Rohwedder, Chair	\Box Donald Watkins
🛛 Pete Temesgen, Vice-Chair	🖾 Stan Swiney
🗵 Byron Hickey	🛛 Lisa Branchcomb
🗵 Belvin Millner	🛛 Alexander King
⊠ Scott Taft	

Others Present/Visitors:

Guest Speaker – Lt. Ralph Dowe of the Columbus Police Department and Local FOP (Fraternal Order of Police) President.

Minutes

The February 2022 Meeting started at 4:00 PM. Mr. David Rohwedder welcomed everyone to the meeting. Mr. Byron Hickey made a motion to approve the January minutes and Mr. Belvin Millner seconded the motion. The January 2022 minutes were approved.

Lt. Ralph Dowe began a lengthy conversation with the commission members. Lt. Dowe stated that in his opinion the police department is not able to provide citizens with proper safety in the city. Mr. Rohwedder stated that it appears we are headed to a public safety crisis. Lt. Dowe, Mr. Byron Hickey, and Mr. Stanley Swiney stated that we are already in a public safety crisis. Lt. Dowe read several exit interviews from officers that resigned or retired to the commission. He then told the commission that the local Fraternal Order of Police launched a survey to local FOP members. He discussed a few of the questions asked, and then stated that the rest of the questions would be reviewed at a later time. Lt. Dowe mentioned that Chief Blackmon created a Retention Committee for the Columbus Police Department.

Mr. Byron Hickey stated that he worked for the Columbus Police Department for 30 years under the command of 4 different Police Chiefs. He stated during his tenure, he has never seen the retention issue as he sees now. He stated that his concern is the safety of

Page **1** of **2** - Page 279 -

the citizens and public safety officials in Columbus, Georgia. He stated that he does not care who is at the head of the agency, and the information that Lt. Dowe gave is alarming in his opinion. He stated that he feels no one wants to address the problem. He made the statement that he is not concerned about other parts of the country, he is concerned about Muscogee County. Mr. Hickey stated that as a citizen, he is hearing the following reasons as to why people are leaving: officers don't feel appreciated, micromanagement from supervisors, overworked, unsafe, and pay compression. He stated that he feels we are in a crisis, and he feels that the Mayor and City Manager need to know this. He stated that the information that Lt. Dowe presented the PSAC needs to be placed on the Mayor's Agenda at the City Council Meeting.

Mr. Stan Swiney stated that is important to find out how to get existing officers to stay.

Mr. Rohwedder mentioned the possibility of the Public Safety Advisory Commission creating an anonymous survey for the Columbus Police Department. It was suggested that that permission would need to be granted from Mayor Henderson and also Chief Blackmon.

Meeting adjourned at 5:10 PM.

Next Meeting will be held March 17, 2022, at 4:00 PM. This will be a virtual meeting.



www.rivervalleyrc.org

Columbus Office

710 Front Avenue, Suite A Columbus, GA 31901 Phone (706) 256-2910 Fax (706) 256-2908 TDY (706)256-2944

Americus Office

228 West Lamar Street Americus, GA 31709 Phone (706)256-2910 Fax (229) 931-2745 Fax (229) 931-2917

RIVER VALLEY REGIONAL COUNCIL MEETING Marion County Commission Office and On-line February 23, 2022 10:30 A.M. Minutes Summary

Council Members

(Counties Represented: 15)

Albert King, Vienna Bobby Jenkins, Cuthbert Carvel Lewis, Georgetown-Quitman, RVRC Secretary Charles Coffey, Chattahoochee Chip Jones, Stewart Darrell Holbrook, Webster Doug Ethridge, Harris Dr. Edward Lee, Chattahoochee Jayson Griffin, Macon Jerry "Pops" Barnes, Columbus, RVRC Chair Jimmy Babb, Lumpkin Joe Lee Williams, Stewart Kenneth Sumpter, Fort Gaines Kevin Brown, Buena Vista

Maggie McGruther, Sumter Melvin Crimes, Webster Pam Jordan, Talbot Randy Howard, Sumter Rebecca White, Randolph Richard Dowdy, Crisp Richard McCorkle, Marion Rob Grant, Harris Sher'Londa Walker, Talbot Tameka Harris, Taylor, RVRC Vice-Chair Tim Biddle, Chattahoochee Wesley Williams, Randolph

Members Not Attending

A.J. Rivers, Crisp Barry Whitley, Butler Bill McClellan, Schley Bruce Hill, Oglethorpe Bryon Hickey, Columbus Carl Oliver, Macon Danny Blackmon, Georgetown-Quitman Eddie Moore, Georgetown-Quitman Eugene Cason, Dooly Greg Dominy, Schley James Davenport, Clay James R. "Bump" Welch, Marion Joshua Deriso, Cordele Julie Brown, Hamilton Lee Kinnamon, Americus Mark Waddell, Sumter Matt Gunnels, Marion Patrick Shivers, Clay Terrell Hudson, Dooly Tom Queen, Taylor Tony Lamar, Talbotton Skip Henderson, Columbus

Others Attending

Jim Youngquist, SERDI	Will Johnson, Marion County Manager
Tim Ward, SERDI	Toyia Tucker, Columbus Consolidated
Mark Watson, GDOL	Government
Paul Farr, Southwest Georgia Technical College	Tammye Pettyjohn Jones, Sanford Bishop's
Natalie Bradley, DCA	Office
Joyce Barlow	Brenda Williams, Raphael Warnock's Office
Cal Myers, City Council Buena Vista	Susan Gallagher, New Horizons
Rayetta Volley, Sumter County Administrator	James Loyd, Columbus Technical College
Diadra Powell, Americus City Manager	Michelle Delaney, Austin Scott's Office
Staff	

Jim Livingston, Executive Director Katie Howard, AAA Director Emily Chambers, Finance Officer Tammy Collins, Finance Officer Rick Morris, Planning Janice West, WIOA Mariyana Kostov, GIS Planner John Morgan, Bike-Ped Planner Sarah Wall, Asst. Executive Director Merri Spence, Executive Secretary Gerald Mixon, Planning Kat Mournighan, Planning Scottie DeClure, Planning Camille Bielby, Planning

WELCOME AND RECOGNITION OF VISITORS

Jerry "Pops" Barnes, Chair, brought the River Valley Regional Commission council meeting to order at 10:30 A.M. Chair Barnes welcomed visitors Mark Watson with the Georgia Department of Labor and Jim Youngquist and Tim Ryan from Southeastern Regional Directors Institute (SERDI) to the meeting.

Carvel Lewis, RVRC Secretary, then gave the invocation and Tameka Harris, Vice-Chair led the council in the Pledge of Allegiance.

APPROVAL OF JANUARY 26, 2022 MINUTES*

Council reviewed the January 26, 2022 meeting minutes which were emailed to council members the previous week for their review. The minutes were also included in the council packets that were available at the meeting.

There being no additions or changes, Pops Barnes, Chair, requested a motion to approve the January 26, 2022 council minutes as presented.

Darrell Holbrook, Webster County made the motion to approve the January 26, 2022 minutes as presented; Charles Coffey, Chattahoochee County, seconded the motion. The motion passed with no opposition.

DOL UNEMPLOYMENT STATISTICS INFORMATION

Janice West, WIOA Director introduced Mark Watson, GDOL Director of Workforce Statistics Division. Mr. Watson started the presentation by explaining what the DOL Statistic Division does and the type of information available. He went on to explain how they compile their information and what they use it for. Darrell Holbrook, Webster County made a comment about the need for more Emergency Medical Service manpower. Jim Livingston noted that will be looked into further.

The slideshow will be sent via email to each council member.

SERDI STRATEGIC ASSESSMENT OF RVRC

Jim Youngquist and Tim Ware, Southeast Regional Directors Institute reported on the strategic assessment they performed in January. Mr. Youngquist reported that links for on-line surveys were sent to commission members and to local government managers and administrators. He also said they interviewed around 20 regional leaders to talk about the current and future hopes of the regional commission. They interviewed 9 focus groups in the River Valley Region.

Mr. Youngquist continued by going over some preliminary recommendations and said in the next 3 weeks they will submit a complete record report and appendix that will provide Mr. Livingston and the council with much insight based on the outcome of the interviews.

The complete presentation will be sent via email to each council member.

THE AARP NETWORK OF AGE-FRIENDLY STATES AND COMMUITIES

Katie Howard, AAA Director reported that the RVRC has been designated as an Age Friendly Region by AARP. This designation includes all of the cities and counties in the region. Each county was presented with a framed certificate with this designation to post in their offices.

AREA PLAN APPROVAL*

Katie Howard, AAA Director asked for approval of FY23 Area Plan which serves as the Area Agency on Aging budget and strategic plan.

Chairman Barnes asked for a motion to approve the FY23 Area Plan. Motion was made by Darrell Holbrook, Webster County and Seconded by Carvel Lewis, Quitman County. The motion was passed with no opposition.

ACL/DAS PUBLIC HEALTH WORKERS GRANT APPLICATION*

Katie Howard asked for approval for the RVRC to partner with the West Central Public Health District and the Georgia Department of Public Health to apply for funding to help with COVID efforts.

Chair Barnes requested a motion to approve the ACL/DAS Public Health Workers Grant Application. Motion was made by Melvin Crimes, Webster County to approve the grant and was seconded by Darrell Holbrook. Motion was passed with no opposition.

APPROVAL OF JOB DESCRIPTIONS – H.R. AND AAA ASSISTANT*

Jim Livingston, Executive Director asked council to approve two new job descriptions. One for a H.R./Communications Manager and the other for a AAA Assistant.

Chair Barnes requested a motion to approve the two job descriptions. Motion was made by Tim Biddle, Chattahoochee County and seconded by Tameka Harris, Taylor County. The motion was passed with no opposition.

FY 2022 BUDGET AMMENDMENT 2*

Emily Chambers, Finance Officer reported FY 2022 Budget Amendment 2 is the last budget amendment of the fiscal year and includes all new contracts/amendments that have materialized since the last budget amendment. This amendment provides for an increase in Change in Fund Balances and Net Position of approximately \$5,000 and reflects an overall projected increase of \$156,550.

Chair Barnes requested a motion to approve the FY 2022 Budget Amendment 2. Motion was made by Darrell Holbrook, Webster County to approve Budget Amendment 2 and seconded by Charles Coffey, Chattahoochee County. The motion was passed with no opposition.

STAFF UPDATES

Emily Chambers, Finance Officer reported, through the first half of the fiscal year, the Operating Funds are at 48% of budgeted revenues and 47% of budgeted expenditures, so we are right on track with our budgets. There has been a net increase in Fund Balance of about \$60k in the General Fund through December 31, leaving an overall Unassigned Fund Balance of \$970,543.

In the Enterprise Funds we had an increase in net position of approximately \$15k plus \$709k in loan money from the EDA Cares RLF award. We now have a Net Position Restricted for Loans of almost \$2 million and just over \$1 million of that is Cash on Hand.

Katie Howard, AAA Director shared information about the Wait List and those in attendance were encouraged to share the phone number for the ADRC with those persons who are interested in information and/or services.

Sarah Walls, Assistant Executive Director gave a brief report concerning the CEDS Meeting which took place prior to the full Council Meeting. The committee had requested at last month's meeting to receive information about the status of the TSPLOST Referendum that is scheduled for May 24th of this year. In that regard, Gerald Mixon, RVRC Planning Director, gave a very informative break-down how the progress of the list of projects had been derived at for presentation to GDOT for consideration of being attached to the list for funding should the TSPLOST be approved by the taxpayers.

Ms. Walls also reported that \$700,000 of the EDA COVID-19 RLF has already been committed and/or loaned and that we do have a project pending that will utilize the balance of the funds if approved by the Loan Committee. This project should be presented to them within the next month or two.

Janice West, WIOA Director reported the WIOA enrollment is currently serving 84 individuals in various WIOA services as of February 9, 2022. WIOA Service providers are conducting outreach and recruitment for new WIOA eligible who need educational or occupational skills training for employment. Unemployment Insurance (UI) claims in the region is continuing to see a decrease in the number of weekly UI claims being filed. Regional unemployment rate for November 2021 was 2.9%. Rates show a decrease over the past 12 months when the rate was 6.0% in November 2020.

Gerald Mixon reported, staff is deeply involved with the final stages of three comprehensive plans and six pre-disaster mitigation plans, assisted seven jurisdictions with their post-2020 Census redistricting obligations, and continued historic preservation and transportation assistance programs assistance.

Like all member governments the regional commission must prepare a comprehensive, or regional, plan. Unlike the local governments the regional document requires an annual report. A copy of the staff's preliminary draft of that annual report was included in the February council packet Input will be solicited in March with the final draft presented at the Council's March meeting for approval and authorization for submission for state level review before formal adoption in June.

TIA-2 UPDATE

Carvel Lewis, TIA Roundtable Chair spoke briefly about the upcoming TSPOST Referendum on the May ballot. All election officials have been notified and publications in local newspapers have already begun. The Columbus Chamber is leading this charge on the ballot initiative.

ADJOURN

As there was no further business, Chair Barnes requested a motion for the meeting to be adjourned. Motion was made by Darrell Holbrook, Webster County and seconded by Charles Coffey, Chattahoochee County. Meeting was adjourned.

March 23, 2022

Jerry "Pops" Barnes, Chair

Carvel Lewis, Secretary

File Attachments for Item:

<u>. MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:</u>

COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Rev. Joseph Baker

(Mayor's Appointment)

Not Eligible to succeed

Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

Women: 8

Senatorial District 15: 9

Senatorial District 29: 4

CONVENTION & VISITORS BOARD OF COMMISSIONERS:

Amish Das

(Mayor's Appointment)

Hotel/Motel Industry

Resigned

Term Expires: December 31, 2023

Mayor Henderson is nominating Pace Halter for the seat of Amish Das.

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

Women: 4

Senatorial District 15: 5

Senatorial District 29: 4

COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

ANIMAL CONTROL ADVISORY BOARD: Mr. Raymond Culpepper was nominated to serve another term of office. (*Councilor Huff's nominee*) Term expires: April 11, 2024

ANIMAL CONTROL ADVISORY BOARD: Ms. Sabine Stull was nominated to serve another term of office as the Animal Rescue representative. *(Councilor Huff's nominee)* Term expires: April 11, 2024

ANIMAL CONTROL ADVISORY BOARD: Ms. Courtney Pierce was nominated to serve another term of office as the PAWS Humane Society representative. (*Councilor Huff's nominee*) **Term expires: April 11, 2024**

DEVELOPMENT AUTHORITY: Mr. Dallis Copeland was nominated to serve another term of office. (*Mayor Pro Tem Allen's nominee*) Term expires: April 30, 2026

DEVELOPMENT AUTHORITY: Mr. Tyson Begley was nominated to succeed Mr. Alfred Blackmar. (*Councilor Garrett's nominee*) Term expires: April 30, 2026

EMPLOYEE BENEFITS COMMITTEE: Ms. Holli Browder was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) **Term expires: April 30, 2025**

EMPLOYEE BENEFITS COMMITTEE: Ms. Nancy Boren was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) **Term expires: April 30, 2025**

COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

CIVIC CENTER ADVISORY BOARD:

<u>Roeaster Coles</u>- Nominating Rev. Gregory Blue <u>Not</u> Eligible to serve another term

Term Expired: March 1, 2022

These are three-year terms. Board meets every other month.

COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Tamika McKenzie- Nominating Michael Ernst

(District 5- Crabb)

(District 3- Huff)

(No longer resident of CD5)

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Term Expires: March 27, 2022

<u>COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR</u> <u>THE NEXT MEETING:</u>

ANIMAL CONTROL ADVISORY BOARD:

Lindsay Ellis

No longer a resident

Open for Nominations (Council's Appointment)

Term Expires: October 15, 2023

These are two-year terms. Board meets as needed.

Women: 7

Senatorial District 15: 3 Senatorial District 29: 5

HISTORIC & ARCHITECTURAL REVIEW BOARD:

Cathy Williams

Open for Nominations

(Historic Columbus Foundation)

(Council's Appointment)

Not Eligible to succeed

Term Expired: January 31, 2022

These are three-year terms. Board meets monthly.

Women: 6

Senatorial District 15: 10

Senatorial District 29: 1

Columbus Consolidated Government Board Appointments – Action Requested

2. <u>MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR</u> <u>THIS MEETING:</u>

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Rev. Joseph Baker

(Mayor's Appointment)

<u>Not</u> Eligible to succeed Term Expired: March 27, 2022

These are three-year terms. Board meets the months of February, May, September and December.

Women: 8 Senatorial District 15: 9 Senatorial District 29: 4

B. CONVENTION & VISITORS BOARD OF COMMISSIONERS:

<u>Amish Das</u> Hotel/Motel Industry *Resigned* Term Expires: December 31, 2023

(Mayor's Appointment)

Mayor Henderson is nominating Pace Halter for the seat of Amish Das.

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

Women: 4 Senatorial District 15: 5 Senatorial District 29: 4

3. COUNCIL'S APPOINTMENT- READY FOR CONFIRMATION:

- A. <u>ANIMAL CONTROL ADVISORY BOARD</u>: Mr. Raymond Culpepper was nominated to serve another term of office. (*Councilor Huff's nominee*) Term expires: April 11, 2024
- **B.** <u>ANIMAL CONTROL ADVISORY BOARD</u>: Ms. Sabine Stull was nominated to serve another term of office as the Animal Rescue representative. (*Councilor Huff's nominee*) Term expires: April 11, 2024
- C. <u>ANIMAL CONTROL ADVISORY BOARD</u>: Ms. Courtney Pierce was nominated to serve another term of office as the PAWS Humane Society representative. *(Councilor Huff's nominee)* Term expires: April 11, 2024
- **D. DEVELOPMENT AUTHORITY:** Mr. Dallis Copeland was nominated to serve another term of office. (*Mayor Pro Tem Allen's nominee*) Term expires: April 30, 2026
- E. <u>DEVELOPMENT AUTHORITY</u>: Mr. Tyson Begley was nominated to succeed Mr. Alfred Blackmar. (*Councilor Garrett's nominee*) Term expires: April 30, 2026
- F. <u>EMPLOYEE BENEFITS COMMITTEE:</u> Ms. Holli Browder was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) Term expires: April 30, 2025
- G. <u>EMPLOYEE BENEFITS COMMITTEE:</u> Ms. Nancy Boren was nominated to serve another term of office in the Department Director / Assistant Director seat. (*Councilor Huff's nominee*) Term expires: April 30, 2025

4. <u>COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE</u> <u>CONFIRMED FOR THIS MEETING:</u>

A. CIVIC CENTER ADVISORY BOARD:

<u>**Roeaster Coles</u>**- Nominating Rev. Gregory Blue <u>Not</u> Eligible to serve another term</u> (District 3- Huff)

Term Expired: March 1, 2022

These are three-year terms. Board meets every other month.

Item #.

B. <u>COMMUNITY DEVELOPMENT ADVISORY COUNCIL:</u>

Tamika McKenzie- Nominating Michael Ernst (No longer resident of CD5) Term Expires: March 27, 2022

(District 5- Crabb)

5. <u>COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR</u> <u>THE NEXT MEETING:</u>

A. ANIMAL CONTROL ADVISORY BOARD:

Lindsay Ellis

No longer a resident Term Expires: October 15, 2023 These are two-year terms. Board meets as needed. Open for Nominations (Council's Appointment)

Women: 7 Senatorial District 15: 3 Senatorial District 29: 5

B. HISTORIC & ARCHITECTURAL REVIEW BOARD:

Cathy Williams

Open for Nominations

(Historic Columbus Foundation) <u>Not</u> Eligible to succeed Term Expired: January 31, 2022 (Council's Appointment)

These are three-year terms. Board meets monthly.

Women: 6 Senatorial District 15: 10 Senatorial District 29: 1