## Council Members

R. Gary Allen Charmaine Crabb

Jerry 'Pops' Barnes

John M. House R. Walker Garrett Bruce Huff Toyia Tucker

Judy W. Thomas Evelyn 'Mimi' Woodson

## Clerk of Council

Sandra T. Davis


Council Chambers
December 13, 2022
C. E. "Red" McDaniel City Services Center- Second Floor

9:00 AM
3111 Citizens Way, Columbus, GA 31906
Regular Meeting

## MAYOR'S AGENDA

CALL TO ORDER: Mayor B. H. "Skip" Henderson, III, Presiding
INVOCATION: Offered by Pastor John Burnett, Hilton Terrace Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

## MINUTES

1. Approval of minutes for the December 6, 2022 Council Meeting and Executive Session.

## PRESENTATIONS:

2. Reese Road Leadership Academy (Presented by Reese Road Elementary School Students)
3. Feeding the Valley (Presented by Olivia Amos and Rob Scott)

## RESOLUTION

4. A Resolution expressing appreciation of the Columbus Council for meritorious service rendered Columbus by Councilor Evelyn "Mimi" Woodson. (Columbus Council)

## CITY ATTORNEY'S AGENDA

## ORDINANCES

1. 2nd Reading- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to insert a new code section creating entertainment district(s) in which open containers of alcoholic beverages are permitted in certain circumstances; and for other purposes. (as amended) (Councilors Woodson and Garrett)
2. 2nd Reading- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to define Tour Service Alcohol Permits; to provide conditions for their operation and establish exceptions to the code sections pertaining to open containers and brown bagging of alcoholic beverages, and for other purposes. (as amended)(Councilor Woodson)
3. 2nd Reading- FY22 FINAL BUDGET AMENDMENT: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities. (Budget Review Committee)
4. 1st Reading- An ordinance amending Ordinance No. 22-045 which adopted a new Classification and Compensation Plan for The Consolidated Government to revise Section 13 pertaining to education incentive pay; and for other purposes. (Mayor Pro-Tem)

## RESOLUTION

5. A Resolution authorizing the appointment of a Senior Recorder and two Recorders. (Recorder's Court Oversight Committee)

## PUBLIC AGENDA

1. Mr. Timothy Veals, Re: The litter and trash in the neighborhood and homeowners not keeping their property clean.
2. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: Record Expungement and Reparations.

## CITY MANAGER'S AGENDA

## 1. Public Art - Riverwalk ( $\mathbf{1 1}^{\text {th }}$ Street to $\mathbf{1 2}^{\text {th }}$ Street)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

## 2. Public Art $-11^{\text {th }}$ Street Viaduct (East End)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

## 3. Cooper Creek Tennis Center and Park Improvements - Memorandum of Understanding with CORTA

Approval is requested to execute a Memorandum of Understanding with CORTA for certain Cooper Creek Tennis Center and Park Improvements to be funded by CORTA. CORTA has estimated the improvements at $\$ 2$ million to be raised by CORTA. The city has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for other improvements at Cooper Creek Park to occur over the next 10 year.

## 4. American Rescue Plan - Phase 2 Funding Priorities

Approval is requested to authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan of $\$ 39,241,019$.

## 5. River Crest VIII Subdivision-Variance for Street Widths, Right of Way Widths, Cul-deSac Length and Sidewalk

Approval is requested for granting a variance to Section 7.8.3(C) and Section 7.8.1 of the Unified Development Ordinance (UDO) excusing the requirements for Design Standards for Streets, Minimum Right-of-Way Width, Local Residential Streets 60 feet and Street Improvements Minimum Width of Roadway for Curb and Gutter Streets Local Residential Street 31 feet back-to-back of curb, 7.8.3.H.1 Cul-de-Sac length to be 750 ft . and 7.10 .1 requiring sidewalk installation. The City would accept the new public streets and infrastructure for maintenance.

## 6. 2023 Legislative Agenda - Add Ons:

Advanced Practice Registered Nurses (APRN) - Disability Parking Permits
Advanced Practice Registered Nurses (APRN) - Nurse Practice License
Approval is requested of the add on resolutions for the 2023 Legislative Session of the Georgia General Assembly, which the Mayor and Council deem appropriate.

## 7. Public Works Reaccreditation with the American Public Works Association

Approval is requested to formally acknowledge the Department of Public Works for their efforts of maintaining a high level of professionalism and industry approved best management practices through and by achieving their international accreditation with the American Public Works Association (APWA)

## 8. State Criminal Alien Assistance Program grant application

Approval is requested to apply for and accept the State Criminal Alien Assistance Program (SCAAP) Fiscal Year 2021 U.S. Department of Justice grant award, in the amount of \$30,295, or as otherwise awarded, for our Fiscal Year 2023, with no local match required, and amend the SCAAP project budget by the amount of the award.

## 9. 2015 HUD Entitlement Funds Reimbursement

Approval is requested to reimburse HUD Entitlement funding for a 2015 homebuyer activity. $\$ 25,879.42$ will need to be reimbursed to HUD from a nonfederal source.

## 10. 2021 State of Georgia Department of Community Affairs CDBG-CV Award (Feeding the Valley) - Project Specific Language Access Plan Revision

Approval is requested to revise the language access plan specifically related to the 2021 State of Georgia Department of Community Affairs CDBG-CV grant award (Feeding the Valley Facility Expansion). There will be no financial impact. There are no match requirements for this grant by the city. The match funds will be provided by Feeding the Valley.

## 11. Standing Boy Preserve Intergovernmental Agreement and Management Agreement

Approval is requested to authorize the City Manager to execute an Intergovernmental Agreement with Georgia Department of Natural Resources and a Management Agreement with Standing Boy, Inc. for the use and operation of the Standing Boy Preserve. SBI will provide all financial resources for the construction and maintenance of the trail network. No funding is required by the city.

## 12. $\$ 10,000$ Donation from Flint Energies Foundation Grant for Columbus Police Department - (Add-On)

Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for tools and equipment.

## 13. $\mathbf{\$ 1 0 , 0 0 0}$ Donation from Flint Energies Foundation Grant for Columbus Fire Department - (Add-On)

Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for tools and equipment.

## 14. PURCHASES

A. Drug Testing Supplies and Equipment for Accountability Courts
B. Backhoe Loader Rental (Annual Contract) - RFP No. 23-0021
C. Contract Extension for Pursuit Vehicle Build Out (Annual Contract) - RFP No. 13-0017
D. Contract Extension for Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and Its Board (Annual Contract) - RFP No. 16-0016

## 15. UPDATES AND PRESENTATIONS

A. Indigent Care Update - Pam Hodge, Deputy City Manager of Finance, Planning \& Development

## BID ADVERTISEMENT

December 16, 2022

1. Grounds Maintenance Services (Annual Contract) - RFP No. 23-0013

## Scope of RFP

Provide routine grounds maintenance services on a weekly, monthly, and yearly basis, to include fertilizing, weekly mowing, edging, weed control, irrigation, pruning, mulching, disease and insect control, etc. The Public Works Department manages one hundred and eleven (111) grounds maintenance sites within nine contract areas in Muscogee County. These areas enhance the appearance of major road arteries and high visibility areas and improve the quality of life for citizens.

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

December 21, 2022

1. Pressure Washing Services for Civic Center Roof (Annual Contract) - RFB No. 23-0026 Scope of Bid
It is the intent of the Columbus Consolidated Government (the City) to secure an annual contract with a vendor to provide pressure washing services on a semi-annual basis for the Columbus Civic Center ultraply 78+ membrane roof.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods. Vendors are responsible to attend the site visit for viewing the Civic Center roof to determine the work required.

## December 28, 2022

## 1. Masonry Products (Annual Contract) - RFB No. 23-0024

Scope of Bid
Columbus Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide masonry products, all on an "as needed" basis, to be utilized by the Public Works Department and Parks and Recreation Services. These masonry products will include: portland cement (Type 1), Sakrete cement mix, concrete ready-mix w/ gravel, brick sand, concrete sand, brick, 3 hole (Grade SW), brick, 8 " (Grade SW), concrete building brick (Grade A), concrete blocks (Type 1, Grande N), mound mix (Top Dressing) and fire brick 8 ". Bidder(s) must be licensed to do business in the State of Georgia.

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

## December 30, 2022

1. Retail Space for Park \& Ride on Manchester Expressway (Annual Contract) - RFP No. 23-0017
Scope of RFP
The Consolidated Government of Columbus, Georgia (the City) is seeking a retail/service business to occupy space within the (Rails-to-Trails) Park and Ride site located at 3690 Manchester Expressway, Columbus, GA (see attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses, suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas or alcohol sales), newsstand or other similar service.

The contract period shall be for one (1) year with the option to renew for four (4) additional twelve-month periods.
2. Space Planning and Programming \& Schematic Design Services for Muscogee County Jail - RFP No. 23-0003
Scope of RFQ
Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing space planning and programming and schematic design services for the expansion and/or renovation of the Muscogee County Jail.

This Request for Qualifications (RFQ) seeks to identify potential providers of the abovementioned services. Some firms that respond to this RFQ, who are determined by the Owner to be sufficiently qualified, may be deemed eligible to offer proposals for these services and may be invited for interviews.
3. Construction Manager as General Contractor Services for Muscogee County Jail - RFP No. 23-0004
Scope of RFQ
Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing construction manager services for the Muscogee County Jail expansion and renovation

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

## CLERK OF COUNCIL'S AGENDA

## ENCLOSURES - ACTION REQUESTED

1. Minutes of the following board:

Board of Tax Assessors, \#36-22

## BOARD APPOINTMENTS - ACTION REQUESTED

2. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:
A. ANIMAL CONTROL ADVISORY COMMISSION: Mr. Alexander Caldwell was nominated to fill the unexpired term of Ms. Patricia Montgomery (resigned). (Councilor Crabb's nominee) New Term expires: October 15, 2023
B. BUILDING AUTHORITY OF COLUMBUS: Mr. Gerald Miley was nominated to fill the unexpired term of Mr. Vincent Allen (resigned). (Councilor Huff's nominee) New Term expires: March 24, 2023
C. COLUMBUS AQUATICS COMMISSION: Mr. Don Hoffman was nominated to succeed Ms. Barbara Cummings. (Councilor Crabb's nominee) New Term expires: June 30, 2024
3. COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:

## A. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

Fred Greene
Resigned
(Historic District Resident)
Term Expires: January 31, 2024

Councilor House is nominating Ms. Marjorie "Mollie" Smith to fill the unexpired term of Mr. Fred Greene.

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

Women: 4
Senatorial District 15: 9
Senatorial District 29: 2
B. UPTOWN FACADE BOARD:

Jud Richardson
Resigned
Open for Nominations
(Uptown Columbus Representative)
Term Expires: October 31, 2024

Uptown Columbus is recommending Ms. Libba Dillon to fill the unexpired term of Mr. Jud Richardson.

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

Women: 4
Senatorial District 15: 6
Senatorial District 29: 3

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

## File Attachments for Item:

1. Approval of minutes for the December 6, 2022 Council Meeting and Executive Session.

# COUNCIL OF COLUMBUS, GEORGIA <br> CITY COUNCIL MEETING <br> MINUTES 

## MAYOR'S AGENDA

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

ABSENT: Councilor Barnes was absent.

> The following documents have been included as a part of the electronic Agenda Packet: (1) Highside Market Entertainment District Presentation; (2) Tour Service Vehicles Presentation; (3) IIMC Region III Conference 2024 Presentation; (4) Metra: Linwood Park \& Ride Project Presentation; (5) Comprehensive Camera Project Presentation; (6)

CALL TO ORDER: Mayor B. H. "Skip" Henderson, III, Presiding
INVOCATION: Offered by Pastor Mario Ray, Salt Church of Columbus, Georgia
PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

## MINUTES

1. Approval of minutes for the November 29, 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 nine members present, with Councilor Barnes being absent from the meeting.

## PRESENTATION:

2. Reese Road Elementary School (Presented by Reese Road Elementary School Staff Member). Not Present

## CITY MANAGER'S AGENDA

## 12. UPDATES AND PRESENTATIONS

## A. Columbus Airport City Staff Appreciation - Amber Clark, Airport Director

Airport Director Amber Clark approached the rostrum to recognize and express gratitude to employees of the Public Works Department in removing trees what were deemed obstacles of the main runway at the Columbus Airport. (NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item 12"A")

## 1. Restoring Locks and Dams on the Apalachicola Chattahoochee Flint (ACF) Rivers System

Resolution (386-22): A resolution requesting Georgia Congressional Delegations to work with neighboring state delegations and collectively direct the U.S. Army Corps of Engineers to obligate Infrastructure Investment and Jobs Act Funds to make necessary repairs on the Apalachicola Chattahoochee Flint Rivers Systems locks and dams. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting. (NOTE: This item was called up as the next order of business as listed on the City Manager's Agenda Item 1)

## CITY ATTORNEY'S AGENDA

## ORDINANCES

1. 1st Reading- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to insert a new code section creating entertainment district(s) in which open containers of alcoholic beverages are permitted in certain circumstances; and for other purposes. (Councilors Woodson and Garrett) Councilor Woodson made a motion to amend the ordinance adding to Section 2 any ownership change would require a new designation of a responsible party approved by Council, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

Deputy City Manager Pam Hodge approached the rostrum to provide information on the requirements of entertainment districts and the creation of the Highside Market Entertainment District as proposed in the ordinance. She explained there would be a responsible party for each entertainment district to designate the containers allowed for alcoholic beverages outside of the businesses within the specified entertainment district.

Assistant City Attorney Lucy Sheftall approached the rostrum to respond to questions regarding who would be designated as the responsible parties for entertainment districts.
2. 1st Reading- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to define Tour Service Alcohol Permits; to provide conditions for their operation and establish exceptions to the code sections pertaining to open containers and brown bagging of alcoholic beverages, and for other purposes. (Councilor Woodson) Councilor Thomas made a motion to amend the ordinance to change the number of allowed offenses from five to three, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

Deputy City Manager Pam Hodge approached the rostrum to provide a presentation on the proposed Tour Service Alcohol Permits. She explained the ordinance was changed to include the definition of a tour service vehicle, which is to include the purpose of such a vehicle is not for transportation, but for touring and sight-seeing. She provided a map identifying the route within the Uptown Zoning District that Pedal Pub would be allowed to operate with alcohol.

Assistant City Attorney Lucy Sheftall approached the rostrum to explain in the State of Georgia passengers of chauffeured vehicles are allowed to consume alcoholic beverages while in operation.

## REFERRAL(S):

FOR THE CITY MANAGER:

- Include a probationary period and come back with an update. (Request of Councilor Davis)

3. 1st Reading- FY22 FINAL BUDGET AMENDMENT: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities. (Budget Review Committee)

Finance Director Angelica Alexander approached the rostrum to briefly explain this is an annual process that is done to reconcile the proceeding fiscal year. She explained they were able to cover all the overages in the FY 2022 departmental budgets with reallocations.

## PUBLIC AGENDA

1. Mrs. Veronica Hardman, Re: The unsanitary conditions of the neighbor's property in the Northwind community.

## REFERRAL(S):

## FOR THE CITY MANAGER:

- Have the Code Enforcement check to see if the neighbor is piling up grass clippings and tree cuttings on the city's right-of-way. (Request of Councilor Davis)


## CITY MANAGER'S AGENDA

## 1. Restoring Locks and Dams on the Apalachicola Chattahoochee Flint (ACF) Rivers System

Approval is requested for a resolution encouraging the Congressional Delegations to request the US Army Corps of Engineers dedicate Infrastructure Investment and Jobs Act (IIJA) funds to make necessary repairs to the ACF System. (NOTE: This item was called upon earlier in the meeting during the Mayor's Agenda.)

## 2. Uptown Decorative Lighting Upgrade

Resolution (387-22): A resolution authorizing the City Manager to execute a lighting service agreement with Georgia Power for the replacement of the Uptown Decorative Lighting Upgrade. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 3. Request to purchase the property at 1116 Brown Ave. Columbus, Georgia 31906

Resolution (388-22): A resolution authorizing the City Manager to enter into a sale agreement with Mr. and Mrs. Meadows for the acquisition of the property at 1116 Brown Avenue for the expansion and upgrade of Fire Station 6. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 4. National Park Service, Save America's Treasures Grant - Liberty Theatre Cultural Center

Resolution (389-22): A resolution authorizing the City Manager or his designee to apply for, and if awarded, accept a Save America's Treasures Grant from the National Park Service for improvements to the Liberty Theatre, and to amend the Multi-Governmental Fund by the amount of the award. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 5. National Park Service, Save America's Treasures Grant - Ma Rainey House

Resolution (390-22): A resolution authorizing the City Manager or his designee to apply for, and if awarded, accept a Save America's Treasures Grant from the National Park Service for improvements to the MA Rainey House, and to amend the Multi-Governmental Fund by the amount of the award. Councilor Woodson made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 6. National Trust for Historic Places, African American Cultural Heritage Action Fund Grant - Liberty Theatre Cultural Center

Resolution (391-22): A resolution authorizing the City Manager or his designee to apply for, and if awarded, accept an African American Cultural Heritage Action Fund Grant from the National Trust for Historic Preservation for improvements to the Liberty Theatre, and to amend the MultiGovernmental Fund by the amount of the award. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 7. National Trust for Historic Places, African American Cultural Heritage Action Fund Grant - Ma Rainey House

Resolution (392-22): A resolution authorizing the City Manager or his designee to apply for, and if awarded, accept an African American Cultural Heritage Action Fund Grant from the National Trust for historic preservation improvement of the Ma Rainey House, and to amend the MultiGovernmental Fund by the amount of the award. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 8. Homeland Security GSAR (Georgia Search and Rescue) Grant

Resolution (393-22): A resolution authorizing the City Manager to accept a grant for equipment in the amount of $\$ 39,000.00$ or as otherwise awarded, from the Homeland Security Georgia Search and Rescue (GSAR) Grant Program. These funds will be utilized for the purpose of new rescue equipment. This team was formed to improve responses to heavy rescue emergencies to the citizens of Columbus and surrounding counties. Heavy search and rescue involves the location, rescue, and initial medical stabilization of victims. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 9. 2022 Homeland Security Hazmat Grant

Resolution (394-22): A resolution authorizing the City Manager to accept a grant for equipment in the amount of $\$ 20,000.00$ or as otherwise awarded, from the Homeland Security Hazmat Grant

Program. These funds will be utilized for the purchase of new hazardous materials equipment. The team responds to hazardous material emergencies in Muscogee County as well as surrounding communities to provide hazardous material containment to include chemical, radiological and biological incidents. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 10. Lease of Equipment for City Golf Courses - Add On

Resolution (395-22): A resolution authorizing two lease agreements and two lease/purchase agreements with Yamaha Motor Finance Corporation over a 48-month lease period in a total amount of $\$ 267,570.72$ and $\$ 2,800$ respectively, to obtain equipment to be utilized at Bull Creek Golf Course. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 11. PURCHASES

A. Drill Field Maintenance and Inspections for Fire \& EMS Department (Annual Contract) RFB No. 23-0014

Resolution (396-22): A resolution authorizing the execution of an annual contract with KFT Fire Trainer, LLC (Allendale, NJ) to provide annual drill field maintenance, inspection services and the purchase of replacement parts and related accessories as needed for the Columbus Fire \& EMS Department for the estimated annual contract value of $\$ 17,554.00$. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## B. Firefighter Cancer Insurance Policy Renewal

Resolution (397-22): A resolution authorizing payment to Apex Insurance Agency, LLC (Atlanta, GA), with ACE American Insurance Company as the carrier, for legislatively required cancer insurance for firefighters, in the amount of $\$ 69,375.00$. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## C. Fourteen (14) Zero-Turn Mowers for Parks and Recreation - Georgia State Contract Cooperative Purchase

Resolution (398-22): A resolution authorizing the purchase of fourteen (14) Zero-Turn Mowers (John Deere Z930M), at a unit price of $\$ 9,016.16$, and a total price of $\$ 126,226.24$, from Deere \& Company (Cary, NC). The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract \#99999-001-SPD0000177-0026. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## D. 30' Low Floor Trolley Heavy Duty Bus (Annual Contract) - RFB No. 23-0017

Resolution (399-22): A resolution authorizing the annual contract to purchase 30' low floor trolley heavy duty buses from Gillig, LLC. (Livermore, CA). The unit price, per contract year, is as follows: Year 1: $\$ 631,335.00$; Year 2: $\$ 671,633.00$; Year 3: $\$ 714,503.00$. Metra anticipates purchasing approximately3-4 buses during the contract term, as needed, to replace older buses. Councilor House
made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## E. John Deere Sprayer for Oxbow Creek Golf Course

Resolution (400-22): A resolution authorizing the purchase of a used John Deere Sprayer in the amount of $\$ 18,500.00$ from Greenville Turf \& Tractor (Piedmont, SC). Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## F. Confiscated Firearms for Credit or Swap for Police Department - RFB No. 23-0003

Resolution (401-22): A resolution authorizing the swap of five hundred (500) confiscated firearms from the Columbus Police Department for sixty-one (61) Rock River LE2020M Rifles provided by King's Firearms (Columbia, TN). There will be no cost to the city for the swap of firearms. Councilor House made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## CLERK OF COUNCIL'S AGENDA

## ENCLOSURES - ACTION REQUESTED

1. RESOLUTION (402-99) - A resolution changing the meeting dates in January 2023 and cancelling the February 7, 2023 Proclamation Session. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.
2. Email Correspondence from Mr. Jud Richardson resigning from his seat on the Uptown Facade Board. Mayor Pro Tem Allen made a motion to receive the resignation with regrets, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## 3. Minutes of the following boards:

Board of Tax Assessors, \#35-22
Mayor Pro Tem Allen made a motion to receive the board minutes, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.
4. ADD-ON RESOLUTION (403-22) - A resolution excusing Councilor Jerry "Pops" Barnes from the December 6, 2022, Council Meeting. Councilor Woodson made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Barnes being absent from the meeting.

## BOARD APPOINTMENTS - ACTION REQUESTED

## 5. MAYOR'S APPOINTMENTS- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

## A. PUBLIC SAFETY ADVISORY COMMISSION:

A nominee for the seat of Pete Temesgen (Vacant seat) for a term that expires on October 31, 2023, on the Public Safety Advisory Commission (Mayor's Appointment). There were none.

## 6. COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:

## A. PUBLIC SAFETY ADVISORY COMMISSION:

A nominee for the seat of Stan Swiney (Passed away) for a term that expires on October 31, 2023, on the Public Safety Advisory Commission (Council District 6- Allen). There were none.

## B. RECREATION ADVISORY BOARD:

A nominee for the seat of Carl Brown (Not Eligible to succeed) for a term that expires on December 31, 2022, on the Recreation Advisory Board (Council District 9- Thomas). There were none.

A nominee for the seat of James "Jay" Wilkoff (Does not desire reappointment) for a term that expired on December 31, 2021, on the Recreation Advisory Board (Council District 2- Davis). There were none.

A nominee for vacant seat of the District 3 Representative for a term that expires on December 31, 2023 (Council District 3-Huff). There were none.

A nominee for vacant seat of the District 1 Representative for a term that expires on December 31, 2025 (Council District 1-Barnes). There were none.

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

## A. ANIMAL CONTROL ADVISORY BOARD:

A nominee for the seat of Patricia Montgomery (Resigned) for a term that expires on October 15, 2023, on the Animal Control Advisory Board (Council's Appointment). Councilor Crabb nominated Alexander Caldwell to fill the unexpired term of Patricia Montgomery on the Animal Control Advisory Board.

## B. BUILDING AUTHORITY OF COLUMBUS:

A nominee for the seat of Vincent Allen (Resigned) for a term that expires on March 24, 2023, on the Building Authority of Columbus (Council's Appointment). Clerk of Council Davis stated Councilor Huff is nominating Gerald Miley to fill the unexpired term of Vincent Allen on the Building Authority of Columbus.

## C. COLUMBUS AQUATICS COMMISSION:

A nominee for the seat of Barbara Cummings (Not eligible to succeed) for a term that expired on June 30, 2022, on the Columbus Aquatics Commission (Council's Appointment). Clerk of Council Davis stated Councilor Crabb is nominating Don Hoffman to succeed Barbara Cummings on the Columbus Aquatics Commission.

A nominee for the seat of David Helmick (Not eligible to succeed) for term a that expired on June 30, 2022, on the Columbus Aquatics Commission (Council's Appointment). There were none.

A nominee for the seat of Bruce Samuels (Not eligible to succeed) for a term that expired on June 30, 2022, on the Columbus Aquatics Commission (Council's Appointment). There were none.

A nominee for a vacant seat with a term that expired on June 30, 2022, on the Columbus Aquatics Commission (Council's Appointment). There were none.

## D. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

A nominee for the seat of Fred Greene (Resigned) for a term that expires on January 31, 2024, as the Historic District Resident on the Historic \& Architectural Review Board (Council's Appointment). There were none.

## REFERRAL(S):

## FOR THE CLERK OF COUNCIL:

- Check with the Historic \& Architectural Review Board to see if they have a recommendation for the Historic District Resident Seat formerly held by Fred Greene. (Request of Councilor Woodson)


## E. LAND BANK AUTHORITY:

A nominee for the seat of Tyler Pritchard (Does not desire reappointment) for a term that expired on October 31, 2022, on the Land Bank Authority (Council's Appointment). There were none.

## F. PERSONNEL REVIEW BOARD:

A nominee for the seat of Dr. Shanita Pettaway (Resigned) as Alternate Member 5 for a term that expires on December 31, 2022, on the Personnel Review Board (Council's Appointment). There were none.

## G. TREE BOARD:

A nominee for the seat of Chris Henson (Does not desire reappointment) for a term that expired on July 1, 2022, as the Environmental Advocacy Representative on the Tree Board (Council's Appointment). There were none.

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

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

## CITY MANAGER'S AGENDA (continued)

## 12. UPDATES AND PRESENTATIONS

A. Columbus Airport City Staff Appreciation - Amber Clerk, Airport Director.
(NOTE: This update, as provided by Airport Director Amber Clark, was called upon earlier in the meeting during the Mayor's Agenda.)

## B. IIMC Region III Conference Update - Sandra Davis, Clerk of Council

Clerk of Council Sandra T. Davis approached the rostrum to provide a presentation on the 2024 IIMC Conference. She stated the City of Columbus has been chosen for the first time ever to host the International Institute of Municipal Clerks (IIMC) Region III Conference for 2024.

Convention \& Visitors Bureau Director Peter Bowden came forward to share that the CVB has been working for multiple years to get this conference to be held in Columbus and we are thankful for this opportunity.
C. Linwood Park and Ride Project - Rosa Evans, METRA Transit Director and Robert Sheridan, METRA Transit Compliance Officer

METRA Transit Director Rosa Evans approached the rostrum to introduce Mr. Sheridan, who would be making the presentation.

METRA Transit Compliance Officer Robert Sheridan approached the rostrum to provide the presentation on the Linwood Park and Ride Project. He explained they were able to purchase property located at $16469^{\text {th }}$ Avenue for a park and ride, which would be beneficial to the community and increase the METRA ridership. He stated the park and ride would include two electric vehicle charging stations, bicycle amenities, and direct access to a METRA bus stop and the Dragonfly Trail.

## D. Comprehensive Camera Update - Lisa Goodwin, Deputy City Manager of Operations

Deputy City Manager Lisa Goodwin approached the rostrum to provide a brief update on the comprehensive camera system. She explained the project is progressing and provided a list of the locations where cameras would be installed. She stated the mobile cameras would be focused on high crime areas, to be determined by the Police Chief, and areas where illegal dumping is taking place, which would be determined by the Public Works Director.

## E. Honorary Street Naming Update - Lisa Goodwin, Deputy City Manager of Operations

Deputy City Manager Lisa Goodwin approached the rostrum to provide an update on the honorary street naming process. She explained the current process for honorary street designations and provided the recommended changes to that process. She stated it is recommended that those honored should have provided creditable service to the community and there be a period of five years, with a renewal option for two five-year periods, for all honorary street designations.

## BID ADVERTISEMENT

## December 7, 2022

1. Watershed Fertilization (Annual Contract) - RFB No. 23-0023

Scope of Bid
The Columbus Consolidated Government is seeking bids from vendors to provide erosion control at various watershed lakes.

The initial term of the contract will be for two years, with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
2. Metal Storage Shed for METRA - PQ No. 23-0007

Scope of Quote
The Columbus Consolidated Government (the City) is seeking quotes from qualified vendors to provide one (1) metal storage shed (complete set) of commercial grade metal, for outdoor use at the Department of Transportation/METRA Transfer Center.
3. Protective Driver Door Shields for Mass Transit Buses - RFB No. 23-0022

Scope of Bid
The Consolidated Government of Columbus, Georgia, is seeking bids from qualified vendors to provide and install twenty-two (22) protective driver door shields for mass transit buses operated by the METRA Transit System.
4. Dumpster/Roll Off Container Rental and Servicing (Annual Contract) - RFB No. 230016
Scope of Bid
The Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide dumpsters/roll-off containers on a rental basis, to include servicing the equipment on an "as needed" basis. Services will be procured both during the week and on weekends.

The contract term will be for two (2) years, with the option to renew for three (3) additional twelve-month periods.
5. PI 0011435 - Metra Park and Ride Facility - RFB No. 23-0019

Scope of Bid
Provide a park and ride facility for METRA Transit System. The project consists of grading a vacant lot and installing a parking lot and features for METRA Transit System. The project location is $16469^{\text {th }}$ Avenue in Columbus, GA.

## December 9, 2022

1. Grounds Maintenance Services (Annual Contract) - RFP No. 23-0013

Scope of RFP
Provide routine grounds maintenance services on a weekly, monthly and yearly basis, to include fertilizing, weekly mowing, edging, weed control, irrigation, pruning, mulching, disease and insect control, etc. The Public Works Department manages one hundred and eleven (111) grounds maintenance sites within nine contract areas in Muscogee County. These areas enhance the appearance of major road arteries and high visibility areas and improve the quality of life for citizens.

The initial term of the contract will be for two years, with the option to renew for three additional twelve-month periods. Contract renewal shall be contingent upon the mutual agreement of the City and the Contractor.
2. Court Reporter Services for Recorder's Court (Annual Contract) - RFP No. 23-0014

## Scope of RFP

Columbus Consolidated Government (the City) is requesting proposals for court reporter services for all preliminary felony hearings at Recorder's Court. The court reporter shall also provide services for Advisement of Rights sessions that are held at 8 A.M. on Saturdays and some holidays. The services will be procured on an as-needed basis, and the contract shall commence on February 1, 2023 (date subject to change). Existing City employees are prohibited from providing court reporting services for Recorder's Court.

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

## EXECUTIVE SESSION:

Mayor Henderson entertained a motion to go into Executive Session to discuss matters of litigation and personnel 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 House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting, and the time being 11:46 a.m.

There were no votes taken during the Executive Session.

With there no longer being a physical quorum present, the meeting was declared adjourned at 12:46 p.m. with Councilor Davis having left the meeting and Councilor Barnes being absent for the meeting.

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## File Attachments for Item:

4. A Resolution expressing appreciation of the Columbus Council for meritorious service rendered Columbus by Councilor Evelyn "Mimi" Woodson. (Columbus Council)

## RESOLUTION

NO.

A Resolution expressing appreciation of the Columbus Council for meritorious service rendered Columbus by Councilor Evelyn "Mimi" Woodson.

WHEREAS, Evelyn "Mimi" Woodson was born in Manati, Puerto Rico and spent her early childhood with her family in New York, Chicago and eventually settling in Milwaukee, Wisconsin; and

WHEREAS, while continuing with her higher education, she joined the Wisconsin National Guard and after serving as a part-time soldier, she entered the United States Army and faithfully served her country for fifteen years; and

WHEREAS, she realized successes in her military career and was recognized for her contributions. Among her military decorations, she received the Good Conduct Medal with two Oak Leaf Clusters and the Army Commendation Medal; and

WHEREAS, Councilor Woodson was the successful business owner of Kids-N-Things, which became the community central point for the youth and emphasized the importance of civic connection; and

WHEREAS, the loyalty to her community led to Councilor Woodson's aspiration to become a member of Council after living in Columbus, Georgia for two years. Councilor Woodson believed this was the most effective way to make a difference in her community and the voters in District Seven agreed that she would be the best candidate for the job; thereby, electing her to this post; and

WHEREAS, on January 3, 1995, Councilor Evelyn "Mimi" Woodson took her Oath of Office and assumed her official duties as a member of Council. With this accomplishment, she made her mark on history by becoming the first Latino to be elected as a City Councilor for the City of Columbus and would thereafter be re-elected six more times; and

WHEREAS, after completing the required Newly Elected Officials training, she continued to increase her knowledge of governmental affairs by completing three levels of Certification, which included; Certificate of Recognition, Certificate of Achievement and Certificate of Excellence through The Harold F. Holz Municipal Training Institute for Elected Officials on April 2, 2004; and,

WHEREAS, Councilor Evelyn "Mimi" Woodson used the experience gained and platform available to her to be an active and productive member of organizations; such as, CAD or Columbus Against Drugs, Winterfield on the Move, American Red Cross, South Columbus Revitalization, Georgia Municipal Association, National League of Cities, Community Advancement and past president of HELO or Hispanic Elected Officials, GALEO or Georgia Association of Latino Elected Officials Executive Board of Directors, Community Warriors, American Legion, Tri-City Latino Association and Columbus Steam Center; and

WHEREAS, she has been recognized for her hard work and dedication during her years as a public servant by receiving the Keep Columbus Beautiful "Litter Prevention Award", PERTY Favorite City Leader Award, Ernestine Aurelia Mack Service to Mankind Award (AKA), the Rainbow Push Coalition Woman on the Rise Award, Women of Action, The Courier Community Service Award, the Harold "Lefty" Encarnacion Community Service Award, the Dr. Ophelia DeVore Unsung Hero Honors, Mundo Hispanic Atlanta Distinguish Person of the Year, the Panamanian Association of Columbus, Georgia Mother of the Year, William H. Spencer High School Generosity in Service, Spencerian Service Award, Davis Broadcasting Women of Excellence Award, Columbus, Georgia Chapter of J.U.G.S Women of Action Honoree and, more recently, Councilor Woodson was selected as an inductee to the 2022 Class of the Illustrious Georgia Hispanic Chamber of Commerce Hall of Fame;

WHEREAS, with this political framework, Councilor Woodson has represented District 7 with her beliefs that there should be an equal voice for all and is deserving of the gratitude for fulfilling her commitment and promise to the community. She has empowered the citizens to strive for community progress through economic development and positive change. Therefore, her devoted efforts to making Columbus, Georgia a better place to live, work and play is worthy of special recognition by this Council.

## NOW THE COUNCIL OF COLUMBUS GEORGIA HEREBY RESOLVES:

We hereby commend and congratulate Councilor Evelyn "Mimi" Woodson upon her retirement and express our deep appreciation to her for 28 years of dedicated service to the constituency of District 7, the City of Columbus, the State of Georgia and our nation. We wish her all the best as she embarks on the next chapter in her life and for lifelong happiness and serenity in her retirement.

Let a copy of this Resolution be forwarded to Councilor Evelyn "Mimi" Woodson.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 13th day of December 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to insert a new code section creating entertainment district(s) in which open containers of alcoholic beverages are permitted in certain circumstances; and for other purposes. (as amended) (Councilors Woodson and Garrett)
NO.

An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to specify the conditions governing entertainment district(s) in which open containers of alcoholic beverages are permitted in certain circumstances; to establish such an entertainment district at Highside Market; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:
SECTION 1.
Chapter 3 of the Columbus Code is hereby amended by adding a new code section 3-15.1 which reads as follows:
"Outdoor consumption of alcoholic beverages permittedEntertainment District. Notwithstanding the provisions of Columbus Code Section 14-5.1 of this Code, the consumption of alcoholic beverages on the streets, sidewalks, and certain other outdoor areas to which the public has access will be allowed in an entertainment district in accordance with the provisions set forth below:
(1) For the purposes of this chapter only, an entertainment district is defined as follows: A specifically authorized and pedestrian oriented area of the city established by this Ordinance, as it may from time to time be amended, that allows those establishments with valid alcohol licenses within such area to dispense and/or serve an alcoholic beverage for "carry out" purposes provided all other laws, rules and ordinances as well as the requirements of this code section are followed.
(2) Sales for carry out. Within the entertainment district, any establishment licensed to sell alcoholic beverages is authorized to dispense an alcoholic beverage for removal from the licensed premises, "carry out", so long as the beverage is in a shatter proof container that bears the commercially printed sticker or other method of identification required by the party designated as the responsible party for the entertainment district. No person shall remove more than one (1) such open container per person from the licensed premises at a time. This limitation shall not apply to sales of sealed containers by an establishment holding and off premises license.
(3) Limited to one open container with maximum of 16 fluid ounces. Within the entertainment district, no container in which an alcoholic beverage is dispensed and removed from the licensed premises and opened shall exceed 16 fluid ounces in size. No person shall hold in possession on the streets and sidewalks, rights-ofway, parking lots or in other public places within an entertainment district any open alcoholic beverage container which exceeds this size limit, nor shall any person be in possession of more than one open container at any time.
(4) Drinking from shatter proof container. It shall be unlawful within the entertainment district for any person to drink or attempt to drink any alcoholic beverage from a container that may shatter and/or create hazardous by breaking, or to possess or to possess such containers on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private. Patrons, guests or members of a licensee may not exit the licensed premises with open glass containers of alcoholic beverages. All alcoholic beverages sold for consumption outside the licensed premises shall be contained in shatter resistant containers
(5) Purchase from licensed premises within the entertainment district only. Alcoholic beverages consumed pursuant to this code section must be purchased from a licensed alcoholic beverage establishment within the entertainment district. Patrons, guests or members of a licensee in the district may exit the licensed premises with open containers of alcoholic beverages and consume alcoholic beverages anywhere within the confines of the district, but may not enter the interior of any business or other establishment open to the public in the district except a licensed on-premise establishment that sold the customer that "carry out" beverage. No alcoholic beverages purchased or brought from outside of the entertainment district shall be allowed in open containers in the entertainment district.
(6) Consumption limited to certain areas in the entertainment district. No alcoholic beverage purchased pursuant to this code section and opened within the entertainment district may be consumed outside of the entertainment district, and no alcohol may be taken into the interior of any private business establishment which is open to the public for business or recreational purposes within the entertainment district except those "carry out beverages" which were purchased at the same licensed establishment. Nothing in this ordinance or any resolution enacting a entertainment district shall be construed as to allow the possession or consumption of alcoholic beverages upon any sidewalk adjacent to a church or school or in city parks or
recreation buildings unless such areas are the subject of a special event permit approved by the Columbus Consolidated Government.
(7) Lawful hours for open containers. Unless authorized by a special event permit approved by the Columbus Consolidated Government, no alcoholic beverage purchased within the entertainment district pursuant to this provision shall be consumed within the entertainment district on the streets, sidewalks, rights-of-way, and/or parking lots, whether public or private, prior to 11:00 a.m. or later than 11:00 p.m., Sunday through Saturday.
(8) Consumption of Alcoholic Beverages in a Motor Vehicle Prohibited. Unless specifically permitted by Columbus Code Section 3-15, it shall be unlawful for any person to consume any alcoholic beverages while in the confines of a motor vehicle while the motor vehicle is located upon any public street, parking lot or other place to which the public has or is permitted to have access within an entertainment district.
(9) Boundaries and Responsible Parties of Established Entertainment Districts: Any ordinance creating an entertainment district in accordance with this code section shall contain specifically defined boundaries of the entertainment district and designate the responsible party to carry out the duties identified in this code section. Any change in the designated responsible party will be approved by ordinance of Council.

SECTION 2.

Chapter 3 of the Columbus Code is amended by adding a new section 3-15.2 which reads as follows:

The following entertainment district(s) are here by created:
(1) Highside Market Entertainment District- inside the boundaries of Parcel ID 004004001,211 13th Street all as more particularly shown on the map attached below. Highside Cotton, LLC will be the responsible party for the distribution of commercial printed stickers or other means for identifying qualified open containers in this District. Any change in the designated responsible party shall be subject to the approval of Council.


SECTION 3.
All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 6th day of December, 2022; introduced a second time at a regular meeting of said council held on the $\qquad$ day of __, 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of Council.

Councilor Allen
Councilor Baker
Councilor Barnes
voting $\qquad$
voting
voting $\qquad$

| Councilor Davis | voting |
| :--- | :--- |
| Councilor Garrett | voting |
| Councilor Huff | voting |
| Councilor Thomas | voting |
| Councilor Tucker | voting |
| Councilor Woodson | voting |

Sandra T. Davis<br>Clerk of Council

## File Attachments for Item:

2. 2nd Reading- An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to define Tour Service Alcohol Permits; to provide conditions for their operation and establish exceptions to the code sections pertaining to open containers and brown bagging of alcoholic beverages, and for other purposes. (as amended)(Councilor Woodson)

## AMENDED

## AN ORDINANCE

NO.

An Ordinance amending Chapter 3 of the Columbus Code pertaining to alcoholic beverages to define Tour Service Alcohol Permits; to provide conditions for their operation and establish exceptions to the code sections pertaining to open containers and brown bagging of alcoholic beverages, and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

## SECTION 1.

Chapter 3 of the Columbus Code is hereby amended by adding a new code section $3-1(\mathrm{pp})$ which reads as follows:
"Section 3-1 Definitions
(pp) Tour Service Vehicle is a vehicle owned by a business licensed in Columbus, Georgia which is in the business of carrying passengers for hire or offering to carry passengers for hire through the streets in the Uptown Zoning District designated on the map below, when the primary purpose of such vehicle is not transportation but touring and sight-seeing, whether such vehicle is motorized or not.


The owner of any Tour Service Vehicle may apply for a Tour Service Alcohol Permit which will allow passengers to open and consume sealed alcoholic beverage containers of less that 16 oz . in size while on the Tour Service Vehicle as long as the following conditions are met:

1) The owner of the Tour Service Vehicle must obtain a permit through the business license office of the Columbus Finance Department paying a regulatory fee of $\$ 1,000$ for each calendar year beginning January 1, 2023. The fee will cover all vehicles owned by the licensed business that are operated within the routes specified above.
2) At the time of obtaining the permit, the Owner will provide proof of liability insurance in an amount of at least $\$ 500,000$ per occurrence.
3) The operator of the Tour Service Vehicle will check the identification of all passengers boarding the Tour Service Vehicle with alcohol to ascertain that they are twenty-one years of age if the consumption of alcohol is to be permitted on the trip. When alcohol is to be permitted on a tour, the operator will display an indicator as specified by the Finance Department on the vehicle showing that the tour is one on which alcohol is permitted.
4) The operator of the Tour Service Vehicle will be responsible for ensuring that no passenger exits the Tour Service Vehicle with an open container of alcohol unless they are exiting into an area where open containers are permitted.
5) The operator of the Tour Service Vehicle will be responsible for ensuring that no passenger exits the vehicle in a drunk and disorderly manner.
6) In addition to any immediate action taken for violation for any other ordinance of the consolidated government, if it is established that there are more than three (3) violations of the standards set forth above have occurred in a calendar year, then the Tour Service Alcohol Permit will not be available for renewal for the following calendar year."

## SECTION 2.

Columbus Code Section 3-15 is hereby deleted in its entirety and replaced with a new Section 3-15 to read as follows:

## "Sec. 3-15. Open containers of alcoholic beverages, consuming alcoholic beverages in motor vehicles.

It shall be unlawful for any person to consume alcoholic beverages or to have in his or her possession any open container or package of alcoholic beverages while aboard any motor vehicle operated or parked on any public street or public property or on any private property open to public access or vehicular traffic unless (i) such person is a passenger in a motor vehicle driven by a hired chauffeur or other driver which is licensed by the city to operate a motor vehicle for hire or is a passenger aboard a chartered carrier or a carrier wherein the possession or consumption of alcoholic beverages is allowed by law, (ii) a person is

[^1]
## AMENDED

bringing a sealed container onto a Tour Service Vehicle as defined by Section 3-1 (pp) when permitted by the driver of that vehicle, or (iii) such open container or package is in the trunk of the motor vehicle or kept in a locked glove compartment or in some other area of the vehicle not normally occupied by the driver or passengers; a container or package shall be deemed open when the original seal is broken, and any receptacle with an open top or with a straw shall be classified as an open container or package. Provided; however, nothing herein shall be construed to prevent the sale of mixed drinks by an on-premises licensee in an approved container for carryout in compliance with the requirements of O.C.G.A. § 3-3-11."

## SECTION 3.

Columbus Code Section 3-16 is hereby deleted in its entirety and replaced with a new Section 3-16 to read as follows:
"Sec. 3-16. "Brown-bagging" prohibited.
(a) No business shall permit persons, other than alcoholic beverage wholesalers or licensed caterers, to carry or bring alcoholic beverages onto its premises. This shall not include alcoholic beverages which are brought in sealed containers onto a Tour Service Vehicle as defined in Columbus Code Section 3-1 (pp)
(b) Notwithstanding subsection (a), licensees holding a valid brown-bagging permit as of November 1, 2003 shall be entitled to renew such permit by April 1 of each year, but such permits shall not be transferable to any other licensee, person, or business."

## SECTION 4.

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

## SECTION 5.

This Ordinance shall become effective upon signature by the Mayor; however, the $\$ 1,000$ license fee for a Tour Service Alcohol Permit will not take effect until January 1, 2023.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 6th day of December, 2022; introduced a second time at a regular meeting of said council held on the $\qquad$ day of $\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ members of Council.

| Councilor Allen | voting |
| :--- | :--- |
| Councilor Baker | voting |
| Councilor Barnes | voting |
| Councilor Davis | voting |
| Councilor Garrett | voting |
| Councilor Huff | voting |

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## AMENDED

| 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. 2nd Reading- FY22 FINAL BUDGET AMENDMENT: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities. (Budget Review Committee)

## AN ORDINANCE

## NO.

AN ORDINANCE AMENDING THE BUDGETS FOR THE FISCAL YEAR 2022 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, FOR CERTAIN FUNDS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA, APPROPRIATING AMOUNTS SHOWN IN EACH FUND FOR VARIOUS ACTIVITIES; AND FOR OTHER PURPOSES.

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

## SECTION 1.

1. The General Fund expenditure budget in the amount of $\$ 169,274,037$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 0$ to remain as $\$ 169,274,037$ and the revenue budget in amount of $\$ 161,082,401$ is hereby increased by $\$ 17,683,000$ to $\$ 178,807,966$ for the departments listed on the attached chart.
2. The Medical Center Fund expenditure and revenue budget in the amount of $\$ 14,808,633$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 1,116,367$ to $\$ 15,925,000$ for the departments listed on the attached chart.
3. The Community Development Block Grant expenditure budget in the amount of $\$ 2,500,082$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 1,191,029$ to $\$ 3,691,111$ for the departments listed on the attached chart.
4. The UDAG Fund expenditure budget in the amount of $\$ 15,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby decreased by $\$ 9,000$ to $\$ 6,000$ and the revenue budget in the amount of $\$ 0$ is hereby increased by $\$ 6,000$ to $\$ 6,000$ for the departments listed on the attached chart.
5. The Multi-Governmental Fund expenditure and revenue budget in the amount of $\$ 7,485,945$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby decreased by $\$ 666,326$ to $\$ 6,819,619$ for the departments listed on the attached chart.
6. The American Rescue Plan Fiscal Recovery Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 39,241,019$ to $\$ 39,241,019$ for the departments listed on the attached chart.
7. The Hotel/Motel Tax Fund expenditure and revenue budget in the amount of $\$ 2,800,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 3,220,735$ to $\$ 6,020,735$ for the departments listed on the attached chart.
8. The County Drug Abuse Treatment Fund expenditure budget in the amount of $\$ 68,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 15,865$ to $\$ 83,865$ for the departments listed on the attached chart for the departments listed on the attached chart.
9. The VICE/Special Operations Forfeiture Fund expenditure and revenue budget in the amount of $\$ 150,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 150,000$ to $\$ 300,000$ for the departments listed on the attached chart.
10. The Recorder's Court Technology Fee Fund expenditure budget in the amount of $\$ 2,866$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 1,143$ to $\$ 4,000$ and the revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 4,000$ to $\$ 4,000$ for the departments listed on the attached chart.
11. The TAD\#2 $6^{\text {th }}$ Avenue/Liberty District Fund expenditure and revenue budget in the amount of $\$ 120,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 30,000$ to $\$ 150,000$ for the departments listed on the attached chart.
12. The TAD\#3 Uptown District Fund expenditure and revenue budget in the amount of $\$ 1,200,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 300,000$ to $\$ 1,500,000$ for the departments listed on the attached chart.
13. The TAD\#5 Midtown West District Fund expenditure and revenue budget in the amount of $\$ 175,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 15,000$ to $\$ 190,000$ for the departments listed on the attached chart.
14. The TAD\#8 South Columbus River District Fund expenditure and revenue budget in the amount of $\$ 1,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 1,000$ to $\$ 2,000$ for the departments listed on the attached chart.
15. The 2021 Sales Tax Proceeds Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 11,613,390$ to $\$ 11,613,390$ for the departments listed on the attached chart.
16. The TSPLOST Discretionary Fund revenue budget in the amount of $\$ 2,900,000$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 600,000$ to $\$ 3,500,000$ for the departments listed on the attached chart.
17. The Columbus Building Authority Lease Revenue Bonds, Series 2022A Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022, is hereby increased by $\$ 46,436,710$ to $\$ 46,436,710$ for the departments listed on the attached chart.
18. The Columbus Building Authority Lease Revenue Bonds, Series 2022B Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30,2022 , is hereby increased by $\$ 5,552,648$ to $\$ 5,552,648$ for the departments listed on the attached chart.
19. The General Obligation Sales Tax Bonds, Series 2022 Fund expenditure and revenue budget in the amount of $\$ 0$ for the fiscal year beginning July 1, 2021 and ending June 30, 2022 , is hereby increased by $\$ 150,863,001$ to $\$ 150,863,001$ for the departments listed on the attached chart.
20. Each budget increase provided herein is to be funded with fund balances and various revenue sources of the accounting fund for those funds that are being affected by stated actions.
21. Within the overall budget limitations, authority is hereby delegated to the City Manager, or the Finance Director when acting on the authority delegated by the City Manager, to effect such intra-fund transfers of appropriation and revenue anticipation as may be deemed necessary to the effective performance and delivery of services approved herein.
22. The minimum budget requirements set forth in O.C.G.A. Title 36, Chapter 81, are hereby adopted.

## SECTION 2.

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

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 6th day of December, 2022; introduced a second time at a regular meeting held on the 13th day of December, 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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
$\qquad$
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| Fund | Original Expenditure Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Revenue Offset | FY22 <br> Amendment | Pay Plan | Mid Year <br> Amended Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| OPERATING FUNDS |  |  |  |  |  |  |  |  |  |
| 0101 General Fund | \$164,490,530 | \$2,001,723 | \$581,644 | \$42,585 | \$2,157,555 | \$0 | \$169,274,037 | \$0 | \$169,274,037 |
| 01022009 Other LOST Public Safety Fund | 30,805,603 | 1,917,564 | 0 | 0 | 5,613,467 | 0 | 38,336,634 | 0 | 38,336,634 |
| 01092009 Other LOST Infrastructure Fund | 11,175,000 | 1,944,376 | 0 | 0 | 72,642 | 0 | 13,192,017 | 0 | 13,192,017 |
| 0202 Stormwater (Sewer) Fund | 7,482,843 | 103,178 | 0 | 0 | 78,332 | 0 | 7,664,353 | 0 | 7,664,353 |
| 0203 Paving Fund | 16,117,840 | 85,044 | 0 | 0 | 232,079 | 0 | 16,434,963 | 0 | 16,434,963 |
| 0204 Medical Center Fund | 14,808,633 | 0 | 0 | 0 | 0 | 0 | 14,808,633 | 1,116,367 | 15,925,000 |
| 0207 Integrated Waste Fund | 13,191,200 | 550,718 | 0 | 0 | 34,075 | 0 | 13,775,993 | 0 | 13,775,993 |
| 0209 E911 | 4,121,365 | 53,747 | 0 | 0 | 0 | 0 | 4,175,112 | 0 | 4,175,112 |
| 0230 Economic Development Authority | 2,609,053 | 0 | 0 | 0 | 0 | 0 | 2,609,053 | 0 | 2,609,053 |
| 0405 Debt Service | 11,928,758 | 0 | 0 | 0 | 0 | 0 | 11,928,758 | 0 | 11,928,758 |
| 0751 MEIRA | 10,727,588 | 4,872,924 | 0 | 0 | 33,316 | 0 | 15,633,828 | 0 | 15,633,828 |
| 0753 Trade Center | 2,978,592 | 0 | 0 | 0 | 339,479 | 0 | 3,318,071 | 0 | 3,318,071 |
| 0755 Bull Creek Golf Course | 1,505,000 | 0 | 0 | 0 | 26,311 | 0 | 1,531,311 | 0 | 1,531,311 |
| 0756 Oxbow Creek Golf Course | 521,850 | 0 | 0 | 0 | 6,551 | 0 | 528,401 | 0 | 528,401 |
| 0757 Civic Center | 4,089,138 | 326,388 | 0 | 0 | 1,976,416 | 0 | 6,391,942 | 0 | 6,391,942 |

OTHER NON-OPERATING FUNDS
0210 CDBG Fund
0211 UDAG Fund
0213 HOME Fund
0216 Multi-Government Project Fund
0218 American Rescue Plan Act Fund
0222 Hotel/Motel Tax Fund
0223 Police Forfeiture Fund
0224 County Drug Abuse Treatment Fund
0225 VICE Special Operations Forfeiture Fund 0235 Recorder's Court Technology Fee Fund 0236 TAD \#1 Benning Technology Park Fund 0237 TAD \#2 6th Ave/Liberty District Fund 0238 TAD \#3 Uptown District Fund
0240 TAD \#5 MidTown West District Fund 0243 TAD \#8 South Columbus River District Fund 04402021 SPLOST Proceeds
0510 Transportation SPLOST
0542 Lease Purchase Pools Fund
0565 CBA Bond Series 2022A Fund
0566 CBA Bond Series 2022B Fund 0568 GO Bond Series 2022 Fund 0860 Risk Management Fund

$\$ 57,529,979 \quad \$ 5,015,321$
$\$ 5,015,321 \quad \$ 0 \quad \$ 0$

| \$2,500,082 |
| ---: |
| 15,000 |
| $1,236,629$ |
| $7,485,945$ |
| 0 |
| $2,800,000$ |
| 180,587 |
| 68,000 |
| 150,000 |
| 2,866 |
| 8,000 |
| 120,000 |
| $1,200,000$ |
| 175,000 |
| 1,000 |
| 0 |
| $37,550,000$ |
| $3,710,264$ |
| 0 |
| 0 |
| 0 |
| $, 341,926$ |


| $\$ 1,191,029$ |  |
| ---: | ---: |
| $-9,000$ |  |
| 0 | $\$ 3,691,111$ |
| $-666,326$ | 1,000 |
| $39,241,019$ | $6,819,629$ |
| $3,220,735$ | $39,241,019$ |
| 0 | $6,020,735$ |
| 15,865 | 180,587 |
| 150,000 | 83,865 |
| 1,134 | 300,000 |
| 0 | 4,000 |
| 30,000 | 150,000 |
| 300,000 | $1,500,000$ |
| 15,000 | 190,000 |
| 1,000 | 2,000 |
| $11,613,390$ | $11,613,390$ |
| 0 | $37,550,000$ |
| 0 | $3,710,264$ |
| $46,436,710$ | $46,436,710$ |
| $5,552,648$ | $5,552,648$ |
| $150,863,001$ | $150,863,001$ |
| 0 | $5,341,926$ |


|  | Department | Original Adopted Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 Revenue Offsets | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 100 | council | \$595,238 |  |  |  | 5,272 | 13,825 | \$614,335 |  | \$614,335.00 |
| 110 | MAYOR | \$610,505 |  | 25,000 |  | 7,029 | 15,673 | \$658,207 |  | \$658,207.00 |
| 120 | CITY ATTORNEY | \$1,707,401 |  |  |  | 6,443 | 50,730 | \$1,764,574 | 607,964 | \$2,372,538.00 |
| 130 | CITY MANAGER | \$1,577,890 | 1,383 |  | 3,008 | 32,216 | 104,469 | \$1,718,966 |  | \$1,718,966.19 |
| 200 | FINANCE | \$2,585,215 | 1,454 |  |  | 49,203 | 43,043 | \$2,678,915 | $(27,621)$ | \$2,651,294.00 |
| 210 | INFORMATION TECHNOLOGY | \$6,077,510 | 291,074 | 25,411 |  | 61,077 | 40,157 | \$6,495,229 | $(400,000)$ | \$6,095,229.00 |
| 220 | HUMAN RESOURCES | \$2,424,760 |  |  |  | 19,330 | 23,101 | \$2,467,191 |  | \$2,467,191.00 |
| 240 | INSPECTION \& CODES | \$2,300,517 | 27,963 |  |  | 46,414 | 36,288 | \$2,411,182 |  | \$2,411,182.00 |
| 242 | PLANNING | \$305,818 |  |  |  | 7,029 | 4,247 | \$317,094 |  | \$317,094.00 |
| 245 | COMMUNITY RENVESTMENT | \$154,183 |  |  |  |  | 9,108 | \$163,291 | 7,362 | \$170,653.00 |
| 250 | ENGIN\#RING | \$1,975,480 | 58,589 |  |  | 21,673 | 15,862 | \$2,071,604 |  | \$2,071,604.00 |
| 260 | PUBLIC WORKS | \$8,951,534 | 395,149 |  |  | 203,872 | 85,934 | \$9,636,489 | $(300,000)$ | \$9,336,489.00 |
| 270 | PARKS AND RECREATION | \$11,639,397 | 374,335 |  |  | 123,008 | 97,778 | \$12,234,518 | $(700,000)$ | \$11,534,518.00 |
| 280 | COOPERATIVE EXTENSION | \$137,865 |  |  |  |  |  | \$137,865 |  | \$137,865.00 |
| 290 | BOARDS AND COMMISSIONS | \$3,024,573 | 20,892 |  |  | 43,495 | 48,567 | \$3,137,527 |  | \$3,137,527.00 |
| 400 | POLICE | \$27,482,865 | 366,920 |  |  | 103,280 | 412,289 | \$28,365,354 | $(1,907,964)$ | \$26,457,390.00 |
| 410 | FIRE \& EMS | \$25,750,948 | 88,521 |  |  | 51,949 | 358,428 | \$26,249,846 | 1,300,000 | \$27,549,846.00 |
| 420 | MCP | \$8,314,734 | 205,835 |  | 30,000 | 4,100 | 99,614 | \$8,654,283 | $(130,000)$ | \$8,524,283.00 |
| 450 | HOMEAND SECURITY | \$18,322 |  |  |  |  |  | \$18,322 |  | \$18,322.00 |
| 500 | SUPERIOR COURT | \$7,658,462 | 8,071 |  |  | 130,168 | 109,702 | \$7,906,403 | $(270,000)$ | \$7,636,403.00 |
| 510 | STATE COURT | \$1,827,812 |  |  |  | 26,359 | 29,908 | \$1,884,079 |  | \$1,884,079.00 |
| 520 | public defender | \$2,113,156 |  |  |  | 14,058 | 7,919 | \$2,135,133 |  | \$2,135,133.00 |
| 530 | MUNICIPAL COURT | \$1,162,041 |  |  |  | 24,602 | 17,999 | \$1,204,642 |  | \$1,204,642.00 |
| 540 | PROBATE COURT | \$558,820 |  |  |  | 9,958 | 8,474 | \$577,252 |  | \$577,252.00 |
| 550 | SHERIFF | \$28,328,516 | 140,308 |  | 9,577 | 44,426 | 309,922 | \$28,832,749 | 100,000 | \$28,932,749.00 |
| 560 | TAX COMMISSIONER | \$1,848,480 |  |  |  | 41,951 | 24,895 | \$1,915,326 |  | \$1,915,326.00 |
| 570 | CORONER | \$366,599 |  |  |  | 1,757 | 5,261 | \$373,617 | 20,259 | \$393,876.00 |
| 580 | RECORDER'S COURT | \$1,135,124 |  |  |  | 23,430 | 16,089 | \$1,174,643 |  | \$1,174,643.00 |
| 590 | MISCELANEOUS | \$13,674,226 | 16,129 | 531,233 |  | 1,055,456 | $(1,990,275)$ | \$13,286,769 | 1,700,000 | \$14,986,768.60 |
| 610 | PARKING MANAGEMENT | \$182,539 | 5,100 |  |  |  | 993 | \$188,632 |  | \$188,632.00 |
| TOTA | L GENERAL FUND | \$164,490,530 | \$2,001,723 | \$581,644 | \$42,585 | \$2,157,555 | \$0 | \$169,274,037 | \$0 | \$169,274,037 |
|  | REVENUE** <br> USE OF FUND BALANCE | $\begin{array}{r} \$ 161,082,401 \\ \$ 3,408,129 \end{array}$ |  |  | 42,585 |  |  | \$161,124,986 $\$ 3,408,129$ | $17,683,000$ $-\$ 3,408,129$ | \$178,807,986 |
| TOTA | L REVENUE | \$164,490,530 | \$0 | \$0 | \$42,585 | \$0 | \$0 | \$164,533,115 | \$14,274,871 | \$178,807,986 |

FY22 Carryovers (Reserved from FY21)
\$25,000 - Mayor - Martin Luther King Event Donations
\$25,411 - Information Technology - Final lasWorld Software Implementation Payment
$\$ 531,233$ - Miscellaneous - Demolitions/Lot Clearings For Blight Reduction Initative and Whitewater Reserve
usage per Resolution\# 338-21
FY22 Revenue Offsets
\$3,008 - City Manager - HUB Cities Conference Donations
\$30,000 - MCP - Equipment Purchase using Prison Commissary Funds
$\$ 9,577$ - Sheriff - Equipment Purchase using Jail Commissary Funds
FY22 Amendments
\$229,315 - Various Departments - COVID Expenditure Reimbursements From CARES Reserves
$\$ 909,200$ - Various Departments - Pandemic Pay Bonus Reimbursements from CARES Reserves
$\$ 444,401$ - Miscellaneous - Transfer To Various Funds for Pandemic Pay Bonus Reimbursements from CARES Reserve
\$574,639 - Miscellaneous - Software Licensing for Security Cameras from CARES Reserves
Final Changes - Departments over budget
City Attorney - Litigation expenses
Real Estate - Various expenses related to the maintenance of Legacy Terrance - Offset with Revenue
Fire \& EMS - Utilities, Auto Parts \& Supplies, Fuel and Public Safety Bonuses
Probate Court - Various expenses
Sheriff - Inmate medical expense
Coroner - Various expense
Non-Departmental - Allowance for Bad Debt

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## 2009 Other Local Option Sales Tax Public Safety Fund 0102



FY22 Amendments
\$12,886 - Various Departments - Pandemic Pay Bonus Reimbursements
$\$ 344,654.50$ - Police - Use of Fund Balance for Vesta 7 E-911 System Upgrade per Res\# 040-21
\$3,886,543 - Fire/EMS - Use of Fund Balance for 5 Fire Trucks \& Emergency Operation Center Upgrade
$\$ 1,044,028$ - Sheriff - Use of Fund Balance for 10 Pursuit Vehicles, Jail Wedge Locks, \& Jail Access Control
\$123,425.48 - Non-Categorical - Land/Building Purchase for Fire Station\# 8 Expansion per Res\# 305-21
\$52,651.25 - Non-Categorical - Land/Building Purchase for Fire Station\# 4 Expansion per Res\# 388-21
\$51,700 - Non-Categorical - Jail Site Master Plan per Res\# 350-21
\$97,578.36 - Non-Categorical - Jail Shower Wall Repairs per Res\# 299-21

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
2009 Other Local Option Sales Tax Infrastructure Fund 0109


FY22 Amendments
\$72,642 - Public Works - Government Center Life Safety Improvements Change Orders

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT STORMWATER (SEWER) FUND 0202


FY22 Amendments
\$78,332 - Various Departments - Pandemic Pay Bonus Reimbursements

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## PAVING FUND 0203

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 250 ENGINERING <br> 260 PUBLIC WORKS <br> 590 MISCELANEOUS | \$1,283,181 $\$ 12,363,779$ $\$ 2,470,880$ | 1,388 83,656 |  | 26,606 | 14,484 | $\$ 1,325,659$ $\$ 12,765,490$ $\$ 2,343,814$ |  | \$1,325,659 $\$ 12,765,490$ $\$ 2,343,814$ |
| EXPENDITURE TOTAL | \$16,117,840 | \$85,044 | \$0 | \$232,079 | \$0 | \$16,434,963 | \$0 | \$16,434,963 |
| REVENUE | \$16,117,840 |  |  | \$232,079 |  | \$16,349,919 |  | \$16,349,919 |
| REVENUE TOTAL | \$16,117,840 | \$0 | \$0 | \$232,079 | \$0 | \$16,349,919 | \$0 | \$16,349,919 |

FY22 Amendments
\$222,460 - Various Departments - Pandemic Pay Bonus Reimbursements
\$9,619 - Engineering - Executive Pay Adjustment

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT MEDICAL CENTER FUND 0204


FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## INTEGRATED WASTE FUND 0207

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 260 PUBLIC WORKS <br> 270 PARKS \& RECREATION <br> 590 MISCELANEOUS | \$10,266,676 $\$ 97,096$ $\$ 2,827,428$ | 550,718 |  | 34,075 | 85,507 703 $(86,210)$ | \$10,936,976 $\$ 97,799$ $\$ 2,741,218$ |  | \$10,936,976 $\$ 97,799$ $\$ 2,741,218$ |
| EXPENDITURE TOTAL | \$13,191,200 | \$550,718 | \$0 | \$34,075 | \$0 | \$13,775,993 | \$0 | \$13,775,993 |
| REVENUE USE OF FUND BALANCE | \$13,191,200 |  |  | - $\$ 968,525$ $\$ 1,002,600$ |  | \$12,222,675 $\$ 1,002,600$ |  | \$12,222,675 |
| REVENUE TOTAL | \$13,191,200 | \$0 | \$0 | \$34,075 | \$0 | \$13,225,275 | \$0 | \$12,222,675 |

FY22 Amendments
\$34,075 - Various Departments - Pandemic Pay Bonus Reimbursements
\$1,002,600 - Public Works - Use of Fund Reserves for Fee Waiver per Ord\# 21-048

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## E911 FUND 0209



FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT ECONOMIC DEVELOPMENT FUND 0230

|  | (Reserved |  | (Reserved |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Department | Original <br> Adopted <br> Budget | Fund Balance from FY21) PO Roll | Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| 590 MISCELANEOUS | \$2,609,053 |  |  |  |  | \$2,609,053 |  | \$2,609,053\| |
| EXPENDITURE TOTAL | \$2,609,053 | \$0 | \$0 | \$0 | 0 \$0 | \$2,609,053 | \$0 | \$2,609,053 |
| REVENUE <br> USE OF FUND BALANCE | $\begin{gathered} \$ 2,368,106 \mid \\ \$ 240,947 \end{gathered}$ |  |  |  |  | $\begin{gathered} \$ 2,368,106 \mid \\ \$ 240,947 \end{gathered}$ |  | \$2,368,106 |
| REVENUE TOTAL | \$2,609,053 | \$0 | \$0 | \$0 | 0 \$0 | \$2,609,053 | \$0 | \$2,368,106 |

Funding for Economic Development is based on the collection of 0.50 mills, 0.25 mills allocated to the Development Authority.

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT DEBT SERVICE FUND 0405


FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT METRA TRANSPORTATION FUND 0751

| Department | Original <br> Adopted <br> Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED <br> BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 260 PUBLIC WORKS <br> 590 MISCELANEOUS <br> 610 METRA | $\$ 15,000$ $\$ 476,075$ $\$ 10,236,513$ | 4,872,924 |  | 33,316 | $(73,502)$ 73,502 | \$15,000 $\$ 402,573$ $\$ 15,216,255$ |  | $\begin{array}{r} \$ 15,000 \\ \$ 402,573 \\ \$ 15,216,255 \end{array}$ |
| EXPENDITURE TOTAL | \$10,727,588 | \$4,872,924 | \$0 | \$33,316 | \$0 | \$15,633,828 | \$0 | \$15,633,828 |
| REVENUE <br> USE OF FUND BALANCE | $\begin{array}{r} \$ 10,570,289 \\ \$ 157,299 \end{array}$ |  |  | 4,906,240\| |  | $\begin{gathered} \$ 15,476,529 \\ \$ 157,299 \end{gathered}$ |  | $\begin{gathered} \$ 15,476,529 \\ \$ 157,299 \end{gathered}$ |
| REVENUE TOTAL | \$10,727,588 | \$0 | \$0 | \$4,906,240 | \$0 | \$15,633,828 | \$0 | \$15,633,828 |

FY22 Amendments
\$24,602 - Metra - Pandemic Pay Bonus Reimbursements
\$8,714 - Metra - Executive Pay Adjustment

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## TRADE CENTER FUND 0753



FY22 Amendments
\$29,873 - Trade Center - Pandemic Pay Bonus Reimbursements
\$309,605.52 - Trade Center - American Rescue Plan Revenue Recovery

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT BULL CREEK GOLF COURSE FUND 0755

| Department | Original Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 590 MISCELANEOUS 630 BULL CREPK | \$66,961 $\$ 1,438,039$ |  |  | 26,311 | $(9,634)$ 9,634 | \$57,327 |  | \$57,327 |
| EXPENDITURE TOTAL | \$1,505,000 | \$0 | \$0 | \$26,311 | \$0 | \$1,531,311 | \$0 | \$1,531,311 |
| REVENUE | \$1,505,000 |  |  | \$26,311 |  | \$1,531,311 |  | \$1,531,311 |
| (REVENUE TOTAL | \$1,505,000 | \$0 | \$0 | \$26,311 | \$0 | \$1,531,311 | \$0 | \$1,531,311 |

[^2]FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT OXBOW CREEK GOLF COURSE FUND 0756

| Department | Original <br> Adopted <br> Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 590 MISCELANEOUS 640 OXBOW CRE円K | \$20,475 |  |  | 6,551 | $(3,370)$ 3,370 | \$17,105 |  | \$17,105 |
| EXPENDITURE TOTAL | \$521,850 | \$0 | \$0 | \$6,551 | \$0 | \$528,401 | \$0 | \$528,401 |
| REVENUE | \$521,850 |  |  | \$6,551 |  | \$528,401 |  | \$528,401 |
| REVENUE TOTAL | \$521,850 | \$0 | \$0 | \$6,551 | \$0 | \$528,401 | \$0 | \$528,401 |

[^3]FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## CIVIC CENTER FUND 0757



[^4]FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT CDBG FUND 0210

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 245 COMMUNITY RENVESTM 590 MISCELANEOUS | \$1,631,860 | 863,362 |  |  | 4,860 $(4,860)$ | \$2,500,082 | \$1,191,029 | \$3,691,111 |
| EXPENDITURE TOTAL | \$1,636,720 | \$863,362 | \$0 | \$0 | \$0 | \$2,500,082 | \$1,191,029 | \$3,691,111 |
| REVENUE | \$1,636,720\| |  |  | 863,362 |  | \$2,500,082 | \| | \$2,500,082 |
| REVENUE TOTAL | \$1,636,720 | \$0 | \$0 | \$863,362 | \$0 | \$2,500,082 | \$0 | \$2,500,082 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT UDAG FUND 0211

| Department | Original <br> Adopted <br> Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved <br> Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED <br> BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| VARIOUS | \$15,000 |  |  |  |  | \$15,000\| | -\$9,000 | \$6,000 |
| EXPENDITURE TOTAL | \$15,000 | \$0 | \$0 | \$0 | \$0 | \$15,000 | -\$9,000 | \$6,000 |
| REVENUE | 1 |  |  |  |  | \$0\| | \$6,000 | \$6,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$6,000 | \$6,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT HOME PROGRAM FUND 0213

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED <br> BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 245 COMMUNITY RENVESTMENT 590 MISCELANEOUS | \| ${ }_{\text {\$1,015,647 }} \mathbf{\$ 1 , 6 7 8}$ | 219,304 |  |  | 1,678 $(1,678)$ | \$1,236,629 |  | \$1,236,629 |
| EXPENDITURE TOTAL | \$1,017,325 | \$219,304 | \$0 | \$0 | \$0 | \$1,236,629 | \$0 | \$1,236,629 |
| REVENUE | \$1,017,325 |  |  | \$219,304 |  | \$1,236,629 |  | \$1,236,629 |
| REVENUE TOTAL | \$1,017,325 | \$0 | \$0 | \$219,304 | \$0 | \$1,236,629 | \$0 | \$1,236,629 |

## FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## MULTI-GOVERNMENTAL FUND 0216

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| VARIOUS | \$7,297,008 | 188,937 |  |  |  | \$7,485,945\| | -\$666,326\| | \$6,819,619 |
| EXPENDITURE TOTAL | \$7,297,008 | \$188,937 | \$0 | \$0 | \$0 | \$7,485,945 | -\$666,326 | \$6,819,619 |
| REVENUE | \$7,297,008\| | \$0\| |  | \$188,937 |  | \$7,485,945 | -\$666,326\| | \$6,819,619 |
| (REVENUE TOTAL | \$7,297,008 | \$0 | \$0 | \$188,937 | \$0 | \$7,485,945 | -\$666,326 | \$6,819,619 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT AMERICAN RESCUE PLAN - FISCAL RECOVERY FUND 0218

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| VARIOUS | \$0\| |  |  |  | \$0\| | \$0 | \$39,241,019 | \$39,241,019 |
| EXPENDITURE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$39,241,019 | \$39,241,019 |
| REVENUE | \$0\| |  |  |  |  | \$0\| | \$39,241,019 | \$39,241,019 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$39,241,019 | \$39,241,019 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT HOTEL/MOTEL TAX FUND 0222

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Various | \$2,800,000 |  |  |  |  | \$2,800,000 | 3,220,735\| | \$6,020,735 |
| EXPENDITURE TOTAL | \$2,800,000 | \$0 | \$0 | \$0 | \$0 | \$2,800,000 | \$3,220,735 | \$6,020,735 |
| REVENUE | \$2,800,000 |  |  |  |  | \$2,800,000 | 3,220,735 | \$6,020,735 |
| REVENUE TOTAL | \$2,800,000 | \$0 | \$0 | \$0 | \$0 | \$2,800,000 | \$3,220,735 | \$6,020,735 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
POLICE FORFEITURE FUND 0223

| Department | Original <br> Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED <br> BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| POLICE FORFETURE | \$150,000 | 30,587 |  |  |  | \$180,587 |  | \$180,587 |
| EXPENDITURE TOTAL | \$150,000 | \$30,587 | \$0 | \$0 | \$0 | \$180,587 | \$0 | \$180,587 |
| REVENUE | \$150,000 | 1 |  |  |  | \$150,000 |  | \$150,000 |
| REVENUE TOTAL | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 | \$0 | \$150,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT COUNTY DRUG ABUSE TREATMENT FUND 0224

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Various | \$68,000\| |  |  |  |  | \$68,000 | 15,865 | \$83,865 |
| EXPENDITURE TOTAL | \$68,000 | \$0 | \$0 | \$0 | \$0 | \$68,000 | \$15,865 | \$83,865 |
| REVENUE | \$68,000 |  |  |  |  | \$68,000 |  | \$68,000 |
| REVENUE TOTAL | \$68,000 | \$0 | \$0 | \$0 | \$0 | \$68,000 | \$0 | \$68,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
VICE/SPECIAL OPERATIONS FORTFEITURE FUND 0225

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| METRO | \$150,000 |  |  |  |  | \$150,000 | 150,000\| | \$300,000 |
| EXPENDITURE TOTAL | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 | \$150,000 | \$300,000 |
| REVENUE | \$150,000 |  |  |  |  | \$150,000 | 150,000\| | \$300,000 |
| REVENUE TOTAL | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 | \$150,000 | \$300,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT RECORDER'S COURT TECHNOLOGY FEE FUND 0235

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RECORDERS COURT | \$0\| | 2,866 |  |  |  | \$2,866 | 1,134 | \$4,000 |
| EXPENDITURE TOTAL | \$0 | \$2,866 | \$0 | \$0 | \$0 | \$2,866 | \$1,134 | \$4,000 |
| REVENUE | \$0\| |  |  |  |  | \$0\| | 4,000 | \$4,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$4,000 | \$4,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
TAD \#1 - BENNING TECHNOLOGY PARK FUND 0236

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved <br> Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NONDEPARTMENTAL | \$8,000\| |  |  |  |  | \$8,000 |  | \$8,000 |
| EXPENDITURE TOTAL | \$8,000 | \$0 | \$0 | \$0 | \$0 | \$8,000 | \$0 | \$8,000 |
| REVENUE | \$0\| |  |  |  |  | \$0 | 8,000 | \$8,000 |
| (REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$8,000 | \$8,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
TAD \#2-6TH AVE/LIBERTY DISTRICT FUND 0237

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NONDEPARTMENTAL | \$120,000 |  |  |  |  | \$120,000 | 30,000 | \$150,000 |
| EXPENDITURE TOTAL | \$120,000 | \$0 | \$0 | \$0 | \$0 | \$120,000 | \$30,000 | \$150,000 |
| REVENUE | \$01 |  |  |  |  | \$0\| | 150,000 | \$150,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | \$150,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
TAD \#3 - UPTOWN DISTRICT FUND 0238

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NONDEPARTMENTAL | \$1,200,000\| |  |  |  |  | \$1,200,000 | 300,000 | \$1,500,000 |
| EXPENDITURE TOTAL | \$1,200,000 | \$0 | \$0 | \$0 | \$0 | \$1,200,000 | \$300,000 | \$1,500,000 |
| REVENUE | \$0\| |  |  |  |  | \$0\| | 1,500,000 | \$1,500,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,500,000 | \$1,500,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
TAD \#5 - MIDTOWN WEST DISTRICT FUND 0240

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NONDEPARTMENTAL | \$175,000 |  |  |  |  | \$175,000 | 15,000 | \$190,000 |
| EXPENDITURE TOTAL | \$175,000 | \$0 | \$0 | \$0 | \$0 | \$175,000 | \$15,000 | \$190,000 |
| REVENUE | \$0 |  |  |  |  | \$0 | 190,000 | \$190,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$190,000 | \$190,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
TAD \#8 - SOUTH COLUMBUS RIVER DISTRICT FUND 0242

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| NONDEPARTMENTAL | \$1,000\| |  |  |  |  | \$1,000 | 1,000 | \$2,000 |
| EXPENDITURE TOTAL | \$1,000 | \$0 | \$0 | \$0 | \$0 | \$1,000 | \$1,000 | \$2,000 |
| REVENUE | \$0 |  |  |  |  | \$0 | 2,000 | \$2,000 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,000 | \$2,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
2021 SALES TAX PROCEEDS FUND 0440

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| SPLOST PROCEPDS | \$0\| |  |  |  |  | \$0 | 11,613,390 | \$11,613,390 |
| EXPENDITURE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,613,390 | \$11,613,390 |
| REVENUE | 01 |  |  |  |  | \$0\| | 11,613,390 | \$11,613,390 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,613,390 | \$11,613,390 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT TSPLOST PROJECT (0510) and DISCRETIONARY FUND (0234)

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| TSPLOST Project <br> TSPLOST - Discretionary | \$34,650,000 \$2,900,000 |  |  |  |  | \$34,650,000 \$2,900,000 |  | \$34,650,000 \$2,900,000 |
| EXPENDITURE TOTAL | \$37,550,000 | \$0 | \$0 | \$0 | \$0 | \$37,550,000 | \$0 | \$37,550,000 |
| REVENUE | \$37,550,000 |  |  |  |  | \$37,550,000\| | \$600,000 | \$38,150,000 |
| REVENUE TOTAL | \$37,550,000 | \$0 | \$0 | \$0 | \$0 | \$37,550,000 |  | \$38,150,000 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT BOND AND LEASE PURCHASE POOLS FUND 0542

| Department | Original <br> Adopted Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| LEASE PURCHASE POOL | \$0\| | 3,710,264 |  |  |  | \$3,710,264 |  | \$3,710,264 |
| EXPENDITURE TOTAL | \$0 | \$3,710,264 | \$0 | \$0 | \$0 | \$3,710,264 | \$0 | \$3,710,264 |
| REVENUE | 0 | 1 |  | 3,710,264 |  | \$3,710,264 |  | \$3,710,264 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$3,710,264 | \$0 | \$3,710,264 | \$0 | \$3,710,264 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2022A FUND 0565

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| PROJECTS | \$0\| |  |  |  |  | \$0 | 46,436,710 | \$46,436,710 |
| EXPENDITURE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$46,436,710 | \$46,436,710 |
| REVENUE | 0 |  |  |  |  | \$0 | 46,436,710 | \$46,436,710\| |
| 人 REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$46,436,710 | \$46,436,710 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT
COLUMBUS BUILDING AUTHORITY LEASE REVENUE BOND, SERIES 2022B FUND 0566

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| PROJECTS | \$0\| |  |  |  |  | \$0\| | 5,552,648 | \$5,552,648 |
| EXPENDITURE TOTAL | \$0 | \$0 | \$0 | \$0 | \$ | \$0 | \$5,552,648 | \$5,552,648 |
| REVENUE | 01 |  |  |  |  | \$0\| | 5,552,648 | \$5,552,648 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$ | \$0 | \$5,552,648 | \$5,552,648 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT GENERAL OBLIGATION SALES TAX BONDS, SERIES 2022 FUND 0568

| Department | Original <br> Adopted <br> Budget | (Reserved Fund Balance from FY21) PO Roll | (Reserved Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year Amended Budget | Final Changes | FINAL <br> AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| PROJECTS | \$0\| |  |  |  |  | \$0\| | 150,863,001 \| | \$150,863,001 |
| EXPENDITURE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,863,001 | \$150,863,001 |
| REVENUE | 0 |  |  |  |  | \$0 | 150,863,001 | \$150,863,001 |
| REVENUE TOTAL | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,863,001 | \$150,863,001 |

FY22 (July 1, 2021 - June 30, 2022) BUDGET AMENDMENT

## RISK MANAGEMENT FUND 0860

| Department | Original <br> Adopted <br> Budget | (Reserved <br> Fund Balance from FY21) PO Roll | (Reserved <br> Fund Balance from FY21) Carryovers | FY22 <br> Amendments | Pay Plan Adjustments | Mid Year <br> Amended <br> Budget | Final Changes | FINAL AMENDED BUDGET |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| 220 HUMAN RESOURCES | \$5,341,926 |  |  |  | \$0\| | \$5,341,926 |  | \$5,341,926\| |
| EXPENDITURE TOTAL | \$5,341,926 | \$0 | \$0 | \$0 | \$0 | \$5,341,926 | \$0 | \$5,341,926 |
| REVENUE | 5,341,926 |  |  |  |  | \$5,341,926 |  | \$5,341,926 |
| USE OF FUND BALANCE | \$0 |  |  |  |  | \$0 |  | \$0 |
| REVENUE TOTAL | \$5,341,926 | \$0 | \$0 | \$0 | \$0 | \$5,341,926 | \$0 | \$5,341,926 |

# Columbus Consolidated Government Council Meeting Agenda Item 

| TO: | Mayor and Councilors |
| :---: | :---: |
| AGENDA | FY22 FINAL BUDGET AMENDMENT |
| SUBJECT: |  |
| AGENDA | Approve an Ordinance amending the budgets for the Fiscal Year 2022 by |
| SUMMARY: | appropriating amounts in each fund for various operational activities. |
| INITIATED BY: | Finance Department |

Recommendation: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.

Background: The Council has adopted the City's Annual Operating budget and in special actions has adopted various special purpose budgets. All of these budgets appropriate funding for planned operations. During the course of the year, adjustments become necessary to increase or redistribute funding based on actions of Council, changes in departmental activities and changes in funding sources.

Staff is requesting a budget amendment to appropriate monies needed for various operational activities. As provided in the charter and state law, only Council has the authority to change spending levels. Adjustments are included in this Ordinance to reflect changes needed to complete organizational objectives. These adjustments are necessary to modify budgets to change the legal level of control at the department level as per O.C.G.A. Chapter 36. Staff is requesting adjustments for operational expenditures like administrative and operating costs for the following funds. In order to keep an accurate record of authorized spending levels and positions, this budget amendment is submitted for Council consideration.

Analysis: The recommended budget adjustments are outlined on the attached summary table immediately following the memorandum identifying the amount to be appropriated in each accounting fund. The appropriation will change the total approved budget of each fund as indicated in the accompanying chart.

Financial Considerations: None, other than as noted in the analysis.
Legal Considerations: Council approval is required to modify spending levels.
Recommendations/Actions: Approve an Ordinance amending the budgets for the Fiscal Year 2022 by appropriating amounts in each fund for various operational activities.

## File Attachments for Item:

4. 1st Reading- An ordinance amending Ordinance No. 22-045 which adopted a new Classification and Compensation Plan for The Consolidated Government to revise Section 13 pertaining to education incentive pay; and for other purposes. (Mayor Pro-Tem)

ORDINANCE
No. $\qquad$
An ordinance amending Ordinance No. 22-045 which adopted a new Classification and Compensation Plan for the Consolidated Government to revise Section 13 pertaining to education incentive pay; and for other purposes.

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

## SECTION 1.

Section 14 of Ordinance No. 22-045 which addressees Public Safety educational incentives is hereby repealed and replaced by a new Section 14 to read as follows:

## "SECTION 14

Educational Incentive Pay for Public Safety shall be subject to the following provisions:
(a) As of November 12, 2022, all sworn employees of a Public Safety Department who have received or do receive their first associate's or bachelor's degree shall receive an educational incentive of $\$ 625.00$ for an associate degree and $\$ 1,250$ for a bachelor's degree provided that the combined incentive for both degrees shall not exceed $\$ 1,250$. The incentive shall be paid as a separate line item and not be included in the employee base compensation.
(b) As of November 12, 2022, all sworn employees of a Public Safety Department who have received their first master's degree, will continue to receive an educational incentive in the amount of $\$ 1,250$. Public safety employees currently employed and enrolled in a master's degree program on November 12, 2022, receiving their first master's degree on or before November 12, 2024, may receive the educational incentive of $\$ 1,250$ authorized prior to November 12, 2022, pursuant to this paragraph. In no event shall the employee's combined educational incentive for all degrees exceed $\$ 2,500$. The incentive shall be paid as a separate line item and not be included in the employee base compensation. No education incentive will be offered for receiving a master's degree after November 12, 2024.
(c) For purposes of this section, the following definitions and requirements shall apply:

Accredited College or University: An institution accredited by the Council for Higher Education Accreditation, or National Student Clearinghouse.
Associate's Degree: An associate's degree or the educational equivalent of an associate's degree which for the purpose of applying subsection (a) above is defined as a minimum of 96 quarter hours or 63 semester hours of post-secondary education at an accredited college or university. provided said course work is above the developmental level and contains, at least: two English; one math; two science or technology; one social studies; and one humanity. This definition shall not be construed as waiving the associate or higher degree requirement for promotional qualification or any other process.
Proof of enrollment and degree requirements: For each educational supplement, Human Resources will verify all transcripts for proof of enrollment, receipt of the degree, and the
accreditation of the institution through the Council for Higher Education Accreditation, the National Student Clearinghouse, or an equivalent, except when an official transcript is supplied directly to Human Resources by the institution granting the degree, and Human Resources otherwise has proof of the institution's accreditation.."

## SECTION 2.

Ordinance No.22-045 together with this amendment shall be effective as of the Pay Plan Implementation Date which was established as November 12, 2022, by Resolution No. 350-22.

## SECTION 3.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $13^{\text {th }}$ day of December, 2022; and introduced for $2^{\text {nd }}$ Reading at a regular meeting of said Council held on the $\qquad$ day of $\qquad$ 2023, and adopted at said meeting by the affirmative vote of
$\qquad$ members of said Council.

| Councilor Allen | voting | - |
| :--- | :--- | :--- |
| Councilor Barnes | voting |  |
| Councilor Crabb | voting | - |
| Councilor Davis | voting | - |
| Councilor Garrett | voting | $\square$ |
| 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:

5. A Resolution authorizing the appointment of a Senior Recorder and two Recorders. (Recorder's Court Oversight Committee)

## A RESOLUTION

NO.

## A RESOLUTION AUTHORIZING THE APPOINTMENT OF A SENIOR RECORDER AND TWO RECORDERS.

WHEREAS, the Columbus Council is charged with appointment of Recorders and the Recorders Pro-Tem for efficient operations of the Recorder's Court of Columbus, Georgia; and

WHEREAS, this Council desires to appoint a full-time Senor Recorder and two Recorders of Recorder's Court based on the recommendation of the Council's Recorder's Court Oversight Committee.

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

1. This Council hereby appoints David Ranieri as the full- time Senior Recorder for the Recorder's Court of Columbus, Georgia. This appointment is for a four-year term beginning January 1,2023. He will assume the responsibility of administrative oversight for the Court in addition to judicial responsibilities. The annual salary of the full-time Senior Recorder shall be $\$ 120,000$, plus benefits.
2. This Council appoints two additional full-time Recorders, Susan Henderson and Alonza Whitaker, as full-time judges in the Recorder's Court. These appointments are for a fouryear term beginning February 26, 2023. The annual salary of each of the full-time Recorders shall be $\$ 114,000$ plus benefits.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $13^{\text {th }}$ day of December, 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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, Mayor

## File Attachments for Item:

## 1. Public Art - Riverwalk ( $11^{\text {th }}$ Street to $\mathbf{1 2}^{\text {th }}$ Street)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

# MEMORANDUM OF <br> UNDERSTANDING BETWEEN <br> CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA AND <br> DRAGONFLY TRAILS, INC. 

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this ___day of December, 2022, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and the DRAGONFLY TRAILS, INC. ("DFI") for a Public Art Project ("Project").

WHEREAS, DFI is a nonprofit organization that promotes recreation, transportation, and connectivity of the greenway trails in Columbus;

WHEREAS, DFI desires to improve the Riverwalk between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street by adding public art in accordance with the Public Art Policy adopted by Council on October 27, 2020, Resolution No. 335-20.

NOW THEREFORE, in order to carry out the public purposes as set forth above, the City and DFI hereby agrees as follows:

1. City's Obligations.
(a) The City agrees to allow DFI to utilize the Riverwalk between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street, to add public art.
(b) The City shall approve the plans and design of the proposed artwork prior to the start of the Project.
(c) The City agrees to maintain the Riverwalk wall excluding the painted mural.

## 2. DFI's Obligations.

(a) DFI will be fully responsible for the financial requirements of this Project.
(b) DFI will be required to provide a traffic plan to the City Manager and the Engineering Department and get all necessary permits needed if any lane closure(s), closure/obstruction of the sidewalk area, and/or use of the right of way are required.
(c) Should the Project not be executed in accordance with the approved concept and plans, DFI will agree to remove the non-compliant artistic material at its own expense within three business days.
(d) DFI is responsible for all maintenance of the artwork during the period this

Agreement is in effect.
(e) DFI will be required to coordinate with adjoining property owners/businesses in the immediate area.
(f) DFI will obtain waiver(s) from any participant(s) working on the artwork releasing the City and DFI from any and all claims that may accrue due to personal injury or due to loss, destruction, or vandalism to the artwork, and such waivers shall be filed with the City Manager.
(g) DFI will hold the City harmless and indemnify it for any claims dues to loss, destruction or vandalism to the art or the viaduct during the term of the Agreement.
(h) DFI or its contractors will obtain liability and property and casualty insurance acceptable to the Finance Director.
3. Cooperation. The parties will cooperate with each other in good faith m pursuing the completion of the undertakings of the parties hereunder.
4. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.
5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.
6. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
8. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.
9. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if'mailed, by certified mail, return receipt requested, postage prepaid, to the City or DFI, at the addresses shown below or at such other addresses as may be furnished by the City or DFI in writing from time to time:

City: Consolidated Government of Columbus, Georgia 100 Tenth Street (Zip 31901)
P.O. Box 1340

Columbus, Georgia 31902
Attention: City Manager
With a copy to: City Attorney
P.O. Box 1340

Columbus, Georgia 31902

## DFI: DRAGONFLY TRAILS,

INC.
$14452^{\text {nd }}$ Ave.
Columbus, Georgia 31901
10. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.
11. Term of the Agreement. This Agreement will remain in effect for 1 year from the date first written above and can be renewed for four (4) additional one-year periods with the written approval of both parties. The City reserves the right to terminate this Agreement upon sixty (60) days written notice.

COLUMBUS, GEORGIA

Date Signed: $\qquad$
Isaiah Hugley, City Manager
Attest
Sandra T. Davis, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

Dragonfly Trails, Inc.
Date Signed: $\qquad$ By $\qquad$
Becca Zajac, Executive Director

Attest


Columbus Consolidated Government
Council Meeting Agenda Item

AGENDA SUBJECT:

AGENDA SUMMARY:

## Public Art - Riverwalk (11 ${ }^{\text {th }}$ Street to $\mathbf{1 2}^{\text {th }}$ Street)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

## INITIATED BY: City Manager's Office

Recommendation: Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural to be located at the on the Riverwalk between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street.

Background: The city has partnered with Dragonfly Trails, Inc. for public art at various locations. Improvements to the gabion basket section on the Riverwalk between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street have been completed. This was over a $\$ 3$ million project to shore up the river bank from further erosion. This protects the combined sewer pipe under the riverwalk in this section that was failing. The Dragonfly Trails, Inc. desires to add public to this new amenity along the riverwalk.

Analysis: Dragonfly Trails, Inc. will be financially responsible for all aspects of this project. They will be required to provide a traffic plan of the sidewalk area and use of the right of way and any applicable permits. They are also responsible for all maintenance of the mural on the wall during the period this contract is in effect and the city will be responsible for any general maintenance of the structure. They will be required to coordinate with adjoining property owners/businesses in the immediate area. They will obtain waiver(s) from any participant(s) working on the wall releasing the City from any and all claims during the term of the Agreement.

Financial Considerations: There are no financial obligations.
Legal Considerations: The City Attorney will approve as to form.
Recommendation/Action: Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural to be located at the on the Riverwalk between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street.

A RESOLUTION


NO.
A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, REQUESTING APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE COLUMBUS CONSOLIDATED GOVERNMENT (THE "CITY") AND DRAGONFLY TRAILS, INC. ("DFI") FOR A PUBLIC ARTS PROJECT AND APPROVE THE FINAL DESIGN OF THE MURAL.

WHEREAS, Dragonfly Trails, Inc. promote recreation, transportation, and connectivity of the greenway trail network in Columbus; and

WHEREAS, Dragonfly Trails, Inc. desires to enhance the area of the Riverwalk with public art; and

WHEREAS, the City agrees to allow DFI to install public art on the wall located between $11^{\text {th }}$ Street and $12^{\text {th }}$ Street along the Riverwall; and

WHEREAS, the City shall approve the art plans and design prior to the start of the project; and

WHEREAS, DFI will be fully responsible for the financial requirements of this project; and

WHEREAS, DFI will be required to provide a traffic plan and get all necessary permits needed if any lane closure(s) are required, closure/obstruction of the sidewalk area, and use of the right of way; and

WHEREAS, DFI is responsible for all maintenance of the artwork during the period this contract is in effect, and

WHEREAS, DFI will be required to coordinate with adjoining property owners/businesses in the immediate area; and

WHEREAS, DFI will obtain liability waiver(s) from any participant(s) working on the wall releasing the City and DFI from any and all claims during the term of the Memorandum of Understanding.

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

The City Manager or his designee is hereby authorized to execute a Memorandum of Understanding between Dragonfly Trails, Inc. and the City in accordance with the terms set forth in the form attached and approve the final design.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of $\qquad$ 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
$\qquad$ .

Councilor Tucker voting
Councilor Woodson voting

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

File Attachments for Item:

## 2. Public Art - 11 $^{\text {th }}$ Street Viaduct (East End)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

## AGENDA

 SUBJECT:AGENDA SUMMARY:

Public Art $\mathbf{- 1 1}^{\text {th }}$ Street Viaduct (East End)

Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural. There are no financial obligations.

## INITIATED BY: City Manager's Office

Recommendation: Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural to be located at the east end of the $11^{\text {th }}$ Street Viaduct.

Background: The city has partnered with Dragonfly Trails, Inc. for public art at the west end of the $11^{\text {th }}$ Street Viaduct. The Dragonfly Trails, Inc. desires to add public art on the east end of the viaduct..

Analysis: Dragonfly Trails, Inc. will be financially responsible for all aspects of this project. They will be required to provide a traffic plan of the sidewalk area and use of the right of way and any applicable permits. They are also responsible for all maintenance of the wall during the period this contract is in effect. They will be required to coordinate with adjoining property owners/businesses in the immediate area. They will obtain waiver(s) from any participant(s) working on the wall releasing the City from any and all claims during the term of the Agreement.

Financial Considerations: There are no financial obligations.
Legal Considerations: The City Attorney will approve as to form.
Recommendation/Action: Approval is requested to execute a Memorandum of Understanding with Dragonfly Trails, Inc. and approve the final design of the mural to be located at the east end of the $11^{\text {th }}$ Street Viaduct.

## A RESOLUTION



NO.
A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, REQUESTING APPROVAL TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN

Item \#2. THE COLUMBUS CONSOLIDATED GOVERNMENT (THE "CITY") AND DRAGONFLY TRAILS, INC. ("DFI") FOR A PUBLIC ARTS PROJECT AND APPROVE THE FINAL DESIGN OF THE MURAL.

WHEREAS, Dragonfly Trails, Inc. promote recreation, transportation, and connectivity of the greenway trail network in Columbus; and

WHEREAS, the City agrees to allow DFI to install public art on the east end of the $11^{\text {th }}$ Street Viaduct; and

WHEREAS, the City shall approve the art plans and design prior to the start of the project; and

WHEREAS, DFI will be fully responsible for the financial requirements of this project; and

WHEREAS, DFI will be required to provide a traffic plan and get all necessary permits needed if any lane closure(s) are required, closure/obstruction of the sidewalk area, and use of the right of way; and

WHEREAS, DFI is responsible for all maintenance of the artwork during the period this contract is in effect, and

WHEREAS, DFI will be required to coordinate with adjoining property owners/businesses in the immediate area; and

WHEREAS, DFI will obtain liability waiver(s) from any participant(s) working on the wall releasing the City and DFI from any and all claims during the term of the Memorandum of Understanding.

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

The City Manager or his designee is hereby authorized to execute a Memorandum of Understanding between Dragonfly Trails, Inc. and the City in accordance with the terms set forth in the form attached and approve the final design.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of $\qquad$ 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
$\qquad$
_.
-


Councilor Huff voting
Councilor Thomas voting
Councilor Tucker voting
Councilor Woodson voting

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

# MEMORANDUM OF <br> UNDERSTANDING BETWEEN <br> CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA AND <br> DRAGONFLY TRAILS, INC. 

This MEMORANDUM OF UNDERSTANDING (the "Agreement"), made and entered into this ___day of December, 2022, by and between the CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA (the "City") and the DRAGONFLY TRAILS, INC. ("DFI") for a Public Art Project ("Project").

WHEREAS, DFI is a nonprofit organization that promotes recreation, transportation, and connectivity of the greenway trails in Columbus;

WHEREAS, DFI desires to enhance the Martin Luther King Jr. Blvd.'s trail connection to the River; and

WHEREAS, DFI desires to improve the $11^{\text {th }}$ Street Viaduct by adding public art in accordance with the Public Art Policy adopted by Council on October 27, 2020, Resolution No. 335-20.

NOW THEREFORE, in order to carry out the public purposes as set forth above, the City and DFI hereby agrees as follows:

1. City's Obligations.
(a) The City agrees to allow DFI to utilize the $11^{\text {th }}$ Street Viaduct, East end, to add public art.
(b) The City shall approve the plans and design of the proposed artwork prior to the start of the Project.

## 2. DFI's Obligations.

(a) DFI will be fully responsible for the financial requirements of this Project.
(b) DFI will be required to provide a traffic plan to the City Manager and the Engineering Department and get all necessary permits needed if any lane closure(s), closure/obstruction of the sidewalk area, and/or use of the right of way are required.
(c) Should the Project not be executed in accordance with the approved concept and plans, DFI will agree to remove the non-compliant artistic material at its own expense within three business days.
(d) DFI is responsible for all maintenance of the artwork during the period this

Agreement is in effect.
(e) DFI will be required to coordinate with adjoining property owners/businesses in the immediate area.
(f) DFI will obtain waiver(s) from any participant(s) working on the artwork releasing the City and DFI from any and all claims that may accrue due to personal injury or due to loss, destruction, or vandalism to the artwork, and such waivers shall be filed with the City Manager.
(g) DFI will hold the City harmless and indemnify it for any claims dues to loss, destruction or vandalism to the art or the viaduct during the term of the Agreement.
(h) DFI or its contractors will obtain liability and property and casualty insurance acceptable to the Finance Director.
3. Cooperation. The parties will cooperate with each other in good faith $m$ pursuing the completion of the undertakings of the parties hereunder.
4. Governing Law. This Agreement and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.
5. Entire Agreement. This Agreement expresses the entire understanding and agreement between the parties hereto.
6. Severability. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof.
7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
8. Amendments in Writing. No waiver, amendment, release, or modification of this Agreement shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing executed by the parties hereto.
9. Notices. Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or three (3) days after being mailed, if'mailed, by certified mail, return receipt requested, postage prepaid, to the City or DFI, at the addresses shown below or at such other addresses as may be furnished by the City or DFI in writing from time to time:

City: Consolidated Government of Columbus,

# Georgia 100 Tenth Street (Zip 31901) <br> P.O. Box 1340 <br> Columbus, Georgia 31902 <br> Attention: City Manager 

With a copy to: City Attorney
P.O. Box 1340

Columbus, Georgia 31902

DFI: DRAGONFLY TRAILS,
INC.
$14452^{\text {nd }}$ Ave.
Columbus, Georgia 31901
10. Limitation of Rights. Nothing in this Agreement express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Agreement.
11. Term of the Agreement. This Agreement will remain in effect for 1 year from the date first written above and can be renewed for four (4) additional one-year periods with the written approval of both parties. The City reserves the right to terminate this Agreement upon sixty (60) days written notice.

COLUMBUS, GEORGIA

Date Signed: $\qquad$
Attest
Sandra T. Davis, Clerk of Council

Approval as to Form:

Clifton C. Fay, City Attorney

Dragonfly Trails, Inc.
Date Signed: $\qquad$ By $\qquad$
Becca Zajac, Executive Director

Attest


## File Attachments for Item:

3. Cooper Creek Tennis Center and Park Improvements - Memorandum of Understanding with CORTA

Approval is requested to execute a M emorandum of Understanding with CORTA for certain Cooper Creek Tennis Center and Park Improvements to be funded by CORTA. CORTA has estimated the improvements at $\$ 2$ million to be raised by CORTA. The city has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for other improvements at Cooper Creek Park to occur over the next 10 year.

Columbus Consolidated Government
Council Meeting Agenda Item

AGENDA SUBJECT:

AGENDA SUMMARY:

Cooper Creek Tennis Center and Park Improvements Memorandum of Understanding with CORTA

Approval is requested to execute a Memorandum of Understanding with CORTA for certain Cooper Creek Tennis Center and Park Improvements to be funded by CORTA. CORTA has estimated the improvements at $\$ 2$ million to be raised by CORTA. The city has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for other improvements at Cooper Creek Park to occur over the next 10 year.

## INITIATED BY: City Manager's Office

Recommendation: Approval is requested to execute a Memorandum of Understanding (MOU) with CORTA for Cooper Creek Tennis Center and Park Improvements.

Background: Columbus Regional Tennis Association, Inc. (CORTA) is a 501(c)(3) tax exempt organization that promotes and develops the growth of tennis. CORTA has made numerous contributions dating back to 1993 for the development of the Cooper Creek Tennis Center located at 4816 Milgen Road. These improvements include the addition of courts, acquisition of land for expansion, refurbishment of the clay courts, construction of a clubhouse, annual support to address needs of the facility, and many more.

Analysis: CORTA desires to make additional improvements at Cooper Creek to include gateway signage into the park, landscaping, LED lighting system for the courts, pedestrian lighting, enhance the spectator experience with terrace viewing stadium, digital scoreboard, increased parking, updated technology, etc.

Financial Considerations: CORTA has estimated the improvements at $\$ 2$ million to be raised by CORTA. The city has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for other improvements at Cooper Creek Park to occur over the next 10 years.

Legal Considerations: The City Attorney's Office has reviewed the MOU and approved as to form. City Council must approve the MOU between the City and CORTA.

Recommendation/Action: Approval is requested to execute a Memorandum of Understanding (MOU) with CORTA for certain Cooper Creek Tennis Center and Park Improvements to be funded by CORTA.


# EXECUTION OF A MEMORANDUM OF UNDERSTANDING (MOU) WITH COLUMBUS REGIONAL TENNIS ASSOCIATION, INC. (CORTA) FOR COOPER CREEK TENNIS CENTER AND PARK IMPROVEMENTS WHICH ARE TO BE FUNDED BY CORTA. 

WHEREAS, the City owns Cooper Creek Park and Tennis Center located at 4816 Milgen Road off of Cooper Creek Parkway; and

WHEREAS, CORTA and the City have an interest in collaborating to jointly make improvements to the Cooper Creek Tennis Center and Park; and

WHEREAS, the City has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for improvements at Cooper Creek Park over the next 10 years; and,

WHEREAS, CORTA desires to raise approximately $\$ 2$ million to make improvements to the Cooper Creek Tennis Center.

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

That the City Manager is hereby authorized to execute a Memorandum of Understanding with CORTA for certain improvements at Cooper Creek Tennis Center and Park which are to be funded by CORTA.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day
of $\qquad$ December 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 $\qquad$
$\qquad$ --.
$\qquad$
$\qquad$ -.
$\qquad$ $-$

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

## AGREEMENT

This Agreement ("Agreement"), made by and among the Columbus Regional Tennis Association Inc. ("CORTA") and Columbus, Georgia ("City").

## WITNESSETH THAT:

WHEREAS, the City owns Cooper Creek Park and Tennis Center located on Cooper Creek Parkway; and,

WHEREAS, CORTA and the City have an interest in collaborating to jointly make improvements to the Cooper Creek Tennis Center.

WHEREAS, the City has allocated approximately $\$ 5$ million from the Special Purpose Local Option Sales Tax (SPLOST) for improvements at Cooper Creek Park during the next 10 years.

NOW, THEREFORE, FOR AND IN CONSIDERATION of One and 00/100 Dollars (\$1.00), the mutual terms and conditions set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, CORTA and the City agree as follows:

1. CORTA will make the following improvements estimated at $\$ 2,000,000$, provided that sufficient funds are raised in accordance with Section 2 below, (collectively the "Cooper Creek Improvements"):
a. Improve the gateway to Cooper Creek Park with a professionally designed entrance and signs
b. Upgrade the experience for players and spectators by outfitting the courts, including the junior courts, with an LED lighting system
c. Provide a better sense of security with additional pedestrian lighting throughout the facility
d. Enhance the spectator experience by creating a terrace viewing stadium on a raised walkway overlooking courts 5-16 and adding five (5) shade structures in the hard-court area
e. Provide a digital scoreboard to connect players and spectators to live scoring at CSU matches
f. Add landscape beautification and hardscape feature for the facility and park area
g. Increase the parking capacity
h. Reduce the cost of facility operations through updated and more efficient technology
2. Source of Funds for Construction: The funds to construct the Cooper Creek Improvements will be raised by CORTA. CORTA has the right to create naming rights for the purpose of raising necessary funds for all the costs attributed toward this project. This can include but is not limited to: court naming rights, scoreboard
naming rights, and others to be determined. CORTA shall not be required or obligated to make the Cooper Creek Improvements unless and until sufficient funds are raised.
3. Plan Approval: The City will review and approve all plans prior to construction of the improvements.
4. Project Oversight and Insurance: CORTA will oversee and direct the Cooper Creek Improvements in coordination with the City. CORTA will require that all of its contractors and sub-contractors participating in the design and construction of the Improvements will be properly bonded and will meet the insurance requirements as required by the City with the City named as an additional insured on such policies.
5. Ownership/Maintenance of Cooper Creek Improvements: All improvements made on City properties will be owned and maintained by the City. Any improvements made on the CORTA property will be owned and maintained by CORTA.
6. Entire Agreement: This Agreement, including the attached Exhibit(s), represents the entire agreement and understanding between the parties hereto regarding the subject matter hereof. Any prior or contemporaneous written or oral communications between or among the parties hereto are superseded hereby, and no amendment, modification or waiver of this Agreement shall be valid unless in writing and signed by all parties hereto. Each party specifically represents and warrants that this Agreement is executed without reliance on any statement or representation of fact or opinion by any party hereto, except as otherwise expressly set forth herein.
7. Notices: All notices required or permitted to be given pursuant to this Agreement shall be in writing, shall be addressed to the parties in the manner set forth below, and shall be conclusively deemed to have been properly delivered: (a) upon receipt when hand delivered during normal business hours; (b) upon receipt when sent by facsimile or e-mail to the number and/or e-mail address set forth below (provided that the sender of notices given by facsimile or e-mail shall receive a written confirmation of a successful facsimile transmission or a written receipt that the e-mail has been opened); (c) three (3) business days after the notice has been deposited in an authorized receptacle of the United States Postal Service as first-class, registered or certified mail, postage prepaid, with a return receipt requested; or (d) one (1) business day after the notice has been deposited with FedEx, United Parcel Service or similar overnight carrier to be delivered by overnight delivery. The addresses of the parties to receive notices are as follows:

## TO CORTA:



E-mail: $\qquad$

## WITH A COPY TO:

TO THE CITY:


Any party may change its address for purposes of this section by giving the other party written notice of the new address in the manner set forth above. If any notice is refused, the notice shall be deemed to have been delivered upon such refusal. Any notice delivered after 5:00 p.m. (recipient's time) or on a non-business day shall be deemed delivered on the next business day.

## 8. Additional Provisions:

a. Assignment. This Agreement and any rights and obligations hereunder may not be assigned or transferred by any party hereto without the prior written consent of the other parties. Any purported assignment or transfer in contravention of this section shall be null and void.
b. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Georgia.
c. Headings. The titles or headings of the sections or paragraphs of this Agreement are for reference only and shall not be considered to be part of this Agreement for the purpose of its construction or interpretation.
d. Full Knowledge. The parties hereby acknowledge and agree that this Agreement is the product of arms-length negotiations between the parties hereto, that they have read the terms of this Agreement, that they have been assisted by counsel of their choosing with respect to this Agreement, that they fully understand the terms of this Agreement and that they have entered into this Agreement voluntarily and with full knowledge of the effects hereof.
e. Mutual Drafting. In the interpretation and construction of this Agreement, no account shall be taken of which, among the parties, is the originator or drafter of this Agreement or any of its specific provisions.

WHEREFORE, the parties have caused this Agreement to be executed under seal and delivered as of the date indicated above.

By: $\qquad$

By:
City Manager - Columbus, GA

## File Attachments for Item:

## 4. American Rescue Plan - Phase 2 Funding Priorities

Approval is requested to authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan of \$39,241,019.

Columbus Consolidated Government
Council Meeting Agenda Item

AGENDA SUBJECT:

AGENDA
SUMMARY:

## American Rescue Plan - Phase 2 Funding Priorities

$\qquad$<br>

Approval is requested to authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan of \$39,241,019.

## INITIATED BY: City Manager's Office

Recommendation: Approval is requested to authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan of $\$ 39,241,019$.

Background: The American Rescue Plan Act of 2021 was signed into law on March 11, 2021. It was $\$ 1.9$ trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic. Funding was provided directly to states and local government. The amount allocated to the City of Columbus/Muscogee County was $\$ 78,482,038$. The initial allocation is $50 \%$ or $\$ 39,241,019$. This amount includes the city allocation of $\$ 20,228,102.50$ received on June 7,2021 and the county allocation of $\$ 19,012,916.50$ received on June 14,2021 . The second allocation is $\$ 39,241.019$. The amount includes the city allocation of $\$ 20,228,102.50$ received on June 9, 2022 and the county allocation of \$19,012,916.50 received on June 16, 2022.

Analysis: The U. S. Treasury has issued a Final Rule (IFR) on January 6, 2022 which outlines how the eligible uses of the funds under the Coronavirus State and Local Recovery Funds (SLFRF). Eligible costs must be incurred between March 3, 2021 and December 31, 2024 and expended by December 31, 2026. The eligible uses include responding to the public health emergency with respect to COVID-19 or its negative economic impacts, responding to working performing essential work, revenue replacement for the government, and investments in water, sewer, or broadband infrastructure. The funding priorities include the following:

- Community Assistance Programs focused in Qualified Census Tracts (QCTs) = \$12 million
- Affordable Housing = $\$ 3$ million
- Homeowner Occupied Rehab Program $=\$ 2$ million
- Utility Assistance Program = $\$ 2$ million
- Handicap Access Program = $\$ 1$ million
- Job Training/Workforce Development/Youth Work Program $=\$ 1.5$ million
- Mental Health Training/Intervention $=\$ 500 \mathrm{k}$
- Mental Health/Substance Abuse Treatment Services $=\$ 1$ million
- Community Safeguard Program $=\$ 500 \mathrm{k}$
- *Family Connection $=\$ 500 \mathrm{k}$ (Funded thru Revenue Recovery Allocation)
- Public Safety = $\$ 3.1$ million
- Gun Buy-back Program $=\$ 300 \mathrm{k}$
- Mobile Command Vehicle $=\$ 850 \mathrm{k}$
- Police Department IBIS $=\$ 350 \mathrm{k}$


Ambulances $=\$ 1.6$ million

- Judicial Backlog Program $=\$ 1$ million
- Facility Improvements $=\$ 4.85$ million
- Civic Center HVAC
- Civic Center Outdoor Stage/Enhanced Courtyard
- Trade Center HVAC
- Liberty Theatre HVAC
- Land Acquisition Cemetery = \$200k
- Administration $=\$ 478,655.87$
- Revenue Recovery $=\$ 10,115,312.88$
- CCGTV Upgrades $=\$ 500 \mathrm{k}$
- Cyber Security $=\$ 1.5$ million
- Family Connection = \$500k (Community Assistance Program)
- Public Safety Capital (Pursuit Vehicles, Fire Apparatus) = \$7,615,312.88
- Camera Program Phase 2 and $3=\$ 6,758,752.55$
- Balance of Garbage Trucks Automation = \$1,238,297.70

The temporary full-time employee, Project Financial Analyst, at an estimated salary of $\$ 65,000$ plus eligible benefits (excludes Pension benefits) will oversee the coordination of all ARP Funding expenditures and Federal and State Reporting requirements to be funded thru the ARP allocation for Administration.

Financial Considerations: The funding is available in the ARP Phase 2 allocation for all of the priorities.

Legal Considerations: The City Attorney will review all agreements prior to obtaining the City Manager's signature.

Recommendation/Action: Approval is requested to authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan of $\$ 39,241,019$.

NO.
A RESOLUTION AUTHORIZING THE ALLOCATION OF THE PHASE 2 OF THE AMERICAN RESCUE PLAN FUNDS OF \$39,241,019.

WHEREAS, the American Rescue Plan (ARP) was signed into law on March 11, 2021; and,

WHEREAS, $\$ 1.9$ trillion for economic relief from the devastating economic and health effects of the COVID-19 pandemic was funded; and,

WHEREAS, local and state governments were allocated funding through the ARP; and,
WHEREAS, the Columbus Consolidated Government was allocation \$78,482,038 of which $\$ 40,456,205$ is the city allocation and $\$ 38,025,833$ is the county; and,

WHEREAS, the CCG has received the second phase of funding totaling \$39,241,019; and,
WHEREAS, the CCG has identified the following funding priorities:

- Community Assistance Programs focused in Qualified Census Tracts (QCTs) = \$12
million
- Affordable Housing = $\$ 3$ million
- Homeowner Occupied Rehab Program $=\$ 2$ million
- Utility Assistance Program = $\$ 2$ million
- Handicap Access Program = $\$ 1$ million
- Job Training/Workforce Development/Youth Work Program $=\$ 1.5$ million
- Mental Health Training/Intervention $=\$ 500 \mathrm{k}$
- Mental Health/Substance Abuse Treatment Services $=\$ 1$ million
- Community Safeguard Program $=\$ 500 \mathrm{k}$
- *Family Connection $=\$ 500 \mathrm{k}$ (Funded thru Revenue Recovery Allocation)
- Public Safety $=\$ 3.1$ million
- Gun Buy-back Program $=\$ 300 \mathrm{k}$
- Mobile Command Vehicle $=\$ 850 \mathrm{k}$
- Police Department IBIS $=\$ 350 \mathrm{k}$
- Ambulances $=\$ 1.6$ million
- Judicial Backlog Program $=\$ 1$ million
- Facility Improvements $=\$ 4.85$ million
- Civic Center HVAC
- Civic Center Outdoor Stage/Enhanced Courtyard
- Trade Center HVAC
- Liberty Theatre HVAC
- Land Acquisition Cemetery $=\$ 200 \mathrm{k}$
- Administration $=\$ 478,655.87$
- Revenue Recovery = $\$ 10,115,312.88$
- CCGTV Upgrades $=\$ 500 \mathrm{k}$
- Cyber Security $=\$ 1.5$ million
- Family Connection $=\$ 500 \mathrm{k}$ (Community Assistance Program)
- Public Safety Capital (Pursuit Vehicles, Fire Apparatus) $=\$ 7,615,312.88$
- Camera Program Phase 2 and $3=\$ 6,758,752.55$
- Balance of Garbage Trucks Automation = \$1,238,297.70.

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

To authorize the funding priorities for the Phase 2 allocation of the American Rescue Plan commitments.

- Page 115 -

Introduced at a regular meeting of the Council of Columbus, Georgia, held the day of $\qquad$ , 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
B.H. "Skip" Henderson, Mayor

## File Attachments for Item:

## 5. River Crest VIII Subdivision-Variance for Street Widths, Right of Way Widths, Cul-de-Sac Length and Sidewalk

Approval is requested for granting a variance to Section 7.8.3(C) and Section 7.8.1 of the Unified Development Ordinance (UDO) excusing the requirements for Design Standards for Streets, M inimum Right-of-Way Width, Local Residential Streets 60 feet and Street Improvements M inimum Width of Roadway for Curb and Gutter Streets Local Residential Street 31 feet back-to-back of curb, 7.8.3.H.1 Cul-de-Sac length to be 750 ft . and 7.10 .1 requiring sidewalk installation. The City would accept the new public streets and infrastructure for maintenance.

Columbus Consolidated Government
Council Meeting Agenda Item

TO:
Mayor and Councilors

AGENDA SUBJECT:

AGENDA
SUMMARY:

River Crest VIII Subdivision-Variance for Street Widths, Right of Way Widths, Cul-de-Sac Length and Sidewalk Section 7.8.1 of the Unified Development Ordinance (UDO) excusing the requirements for Design Standards for Streets, Minimum Right-ofWay Width, Local Residential Streets 60 feet and Street Improvements Minimum Width of Roadway for Curb and Gutter Streets Local Residential Street 31 feet back-to-back of curb, 7.8.3.H. 1 Cul-de-Sac length to be 750 ft and 7.10 .1 requiring sidewalk installation. The City would accept the new public streets and infrastructure for maintenance.

INITIATED BY: Department of Engineering

Recommendation: Approval is requested for granting a variance to Section 7.8.3 (C) and Section 7.8.1 of the Unified Development Ordinance (UDO) excusing the requirements for Design Standards for Streets, Minimum Right-of-Way Width Local Residential Streets 60 feet and Street Improvements Minimum Width of Roadway for Curb and Gutter Streets Local Residential Street 31 feet back to back of curb in order to extend existing streets with a 50 feet Right of Way and minimum width of 24 feet face to face of curb. Also, granting variances TO 7.8.3.H.1 to allow the construction of a Cul-de-Sac Street of 900 linear feet and 7.10.1 to eliminate the construction of sidewalk.

Background: The design of River Crest Section One began in 1990 before the adoption of the UDO and the developer was allowed to construct streets widths and right-of way that do not meet the current standards. Since the development was started over ten years ago and has changed developers, the development should meet current standards as required in the Unified Development Ordinance.

Analysis: The new Developer is requesting a variance to extend the proposed streets matching the existing streets and right-of ways. The concern of staff is, with only one entrance/exit and a narrower street, it will make it even more difficult for Public Safety and residents to negotiate the streets in the event of an emergency. It is recommended if the 50 feet right of way is approved that a 5 ft . utility easement be provided in the front building set back area for utility installation. The slopes on the proposed right-of-way and lots limits the ability to construct sidewalk that meet ADA standards.

Financial Considerations: The City would accept the new public streets and infrastructure for maintenance.

Legal Considerations: Council has the authority to grant variances to Design Standards.


Recommendation/Action: Approval is requested for granting a variance to Section 7.8.3(C) and Section 7.8.1 of the Unified Development Ordinance (UDO) excusing the requirements for Design Standards for Streets Minimum Right-of-Way Width Local Residential Streets 60 feet and Street Improvements Minimum Width of Roadway for Curb and Gutter Streets, Local Residential, Street 31 feet back to back of curb in order to extend existing streets with a 50 feet Right of Way and minimum width of 24 feet face to face of curb. Also, granting variances to 7.8.3.H.1 to allow the construction of a Cul-de-Sac Street of 900 linear feet and 7.10.1 to eliminate the construction of sidewalk.

## 236 NO.

## A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, GRANTING A VARIANCE REQUEST FOR RIVER CREST VIII SUBDIVISION MADE PURSUANT TO SECTIONS 7.8.3.C, 7.8.3.H.1, 7.8.1 AND 7.10.1 OF THE UNIFIED DEVELOPMENT ORDINANCES (UDO) OF COLUMBUS, GEORGIA.

WHEREAS, the existing streets in the River Crest Subdivision were constructed with a 50 ft right of way and 24 ft street width measured face-to-face of curb; and,

WHEREAS, the new owners/developers of the subdivision have submitted a variance request for Sections 7.8.3 (C) and 7.8.H.1, 7.8.1 and 7.10.1 of the UDO which requires new streets to have 60 feet right of ways and 31 feet street widths measured back-to-back of curb, cul-de-sac length not to exceed 750 ft ., sidewalk; and,

WHEREAS, the developers/owners have agreed to offset the difference in right of way with an additional 5 ft utility easement in the front building setback area.

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

The request for variances to the UDO are hereby authorized to reduce the street width from 31 ft to 24 ft face-to-face of curb, the right of way width from 60 ft to 50 ft with a 5' utility easement provided in the front building setback, the cul-de-sac length to be 900 linear ft . and elimination of the requirement to construct sidewalk.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of $\qquad$ December 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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
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## File Attachments for Item:

## 6. 2023 Legislative Agenda - Add Ons:

Advanced Practice Registered Nurses (APRN) - Disability Parking Permits
Advanced Practice Registered Nurses (APRN) - Nurse Practice License
Approval is requested of the add on resolutions for the 2023 Legislative Session of the Georgia General Assembly, which the Mayor and Council deem appropriate.

# Columbus Consolidated Government Council Meeting Agenda Item 

| TO: | Mayor and Councilors |
| :---: | :---: |
| AGENDA SUBJECT: | 2023 Legislative Agenda - Add Ons: <br> - Advanced Practice Registered Nurses (APRN) - Disability Parking Permits <br> - Advanced Practice Registered Nurses (APRN) - Nurse Practice License |
| AGENDA SUMMARY: | Approval is requested of the add on resolutions for the 2023 Legislative Session of the Georgia General Assembly, which the Mayor and Council deem appropriate. |
| INITIATED BY: | Isaiah, Hugley, City Manager |

Recommendation: Approval is requested of the add on resolutions for the 2023 Legislative Session of the Georgia General Assembly, which the Mayor and Council deem appropriate.

Background: Each year elected and appointed officials of the Columbus Consolidated Government develop a list of issues important to the citizens of Columbus that requires action by the Local Legislative Delegation. Once approved, a meeting will be held with the Delegation to explain the rationale behind these issues and to solicit their support. The Hometown Connection and Legislative Agenda meeting was held on October 19, 2022.

Analysis: Staff, elected and appointed officials were asked to present issues they felt were important to the operation of city government. Research and justification for these issues were presented to the City Manager and a list was prepared for presentation to the Mayor/Council.

Financial Considerations: The City is expected to receive additional revenues if many of the issues are passed by the Georgia General Assembly.

Recommendations/Actions: Approve those resolution, which the Mayor and Council deem appropriate.

## A RESOLUTION

NO.

## A RESOLUTION AUTHORIZING ADVANCED PRACTICE REGISTERED NURSES (APRN) PRACTICE BARRIER TO SIGN DISABILITY PARKING PERMITS.

WHEREAS, APRN's are currently able to complete physical exams, assess, diagnose and write prescriptions for conditions that warrant a disability/handicap permit within their scope of practice; and,

WHEREAS, APRN'S are currently unable to sign handicap/disability forms for disabled individuals; and,

WHEREAS, The UAPRN of West Georgia Columbus chapter and this Council deem it appropriate to request that the local legislative delegation to the General Assembly support legislation to authorize APRN'S to sign handicap/disability forms.

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

That the local delegation to the Georgia General Assembly support legislation to authorize APRN'S to sign handicap/disability forms. Let a copy of this resolution be forwarded to each member of the local delegation to the Georgia General Assembly.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of $\qquad$ 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
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## A RESOLUTION

NO.

## A RESOLUTION REQUESTING ADVANCED PRACTICE REGISTERED NURSES (APRN) TO PRACTICE UNDER A SEPARATE LICENSE SIMILAR TO PHYSICIAN ASSISTANTS.

WHEREAS, APRN's are currently issued an authorization to practice under an RN license and not a separate license to practice as a Nurse Practitioner; and,

WHEREAS, The UAPRN of West Georgia Columbus chapter and this Council deem it appropriate to request that the local legislative delegation to the General Assembly support legislation to authorize issuance of a separate license to practice as a Nurse Practitioner, similar to licensing of Physician Assistants.

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

This Council requests that the local delegation to the Georgia General Assembly support legislation to authorize issuance of a separate license to practice as a Nurse Practitioner, similar to licensing of Physician Assistants.

Let a copy of this resolution be forwarded to each member of the local delegation to the Georgia General Assembly.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of $\qquad$ 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
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Sandra T. Davis, Clerk of Council
B.H. "Skip" Henderson, Mayor

## REMOVAL OF ADVANCED PRACTICE REGISTERED NURSES (APRN) PRACTICE BARRIER TO REQUEST A SEPERATE LICENSE NUMBER

The UAPRN of West Georgia Columbus chapter is requesting the legislative delegation to the General Assembly to support Legislation to authorize you APRN'S to practice with an individual license number separate from the RN license number.

1. APRN's are issued an authorization to practice under our RN's license and not a license to practice as a Nurse Practitioner.
2. APRN's license will bring into parity with physician assistants who already receive a license to practice in Georgia
3. Georgia is one out of 11 states without a separate APRN license
4. APRN's individual license will help us to identify who we are with entities such as insurance companies and reimbursement and promote,

## REMOVAL OF ADVANCED PRACTICE REGISTERED NURSES (APRN) PRACTICE BARRIER TO SIGN THE DISABILITY PARKING PERMITS

The UAPRN of West Georgia Columbus chapter is requesting the legislative delegation to the General Assembly to support Legislation to authorize you APRN'S to sign handicap/disability forms.

1. APRN's are currently able to complete physical exams, assess, diagnose and write prescriptions for conditions that warrant a disability/handicap permit within their scope of practice
2. APRN's will be added to the list of Department of Revenue's approved list to order disability permit

EXPLANATIONS \& FACTS
-Approval of these legislative items will affect patient care by removing a delay in treatment, increasing access of patients care, improving outcomes and decreasing cost, which are outlined in the Georgia Healthcare Workforce Commission authorized by Gov Kemp. NP's are included in the Workforce Commission as we are a apart of the mainstay in urban and medically underserved counties in Georgia. We can reduce the cost of healthcare, reduce the morbidity and mortality for many Georgians.
-There are approximately 13,000 APRN/Nurse Practitioners in the state of Georgia. We undergo a rigorous 610 year education background with both didactic and clinical hours and we have to pass RN and Nurse Practitioners Boards for certifications. The NP certification is renewed every 5 years with required clinical hours and continuing \& pharmacy educational hours.

## File Attachments for Item:

## 7. PUBLIC WORKS REACCREDITATION WITH THE AMERICAN PUBLIC WORKS ASSOCIATION

Approval is requested to formally acknowledge the Department of Public Works for their efforts of maintaining a high level of professionalism and industry approved best management practices through and by achieving their international accreditation with the American Public Works Association (APWA)

AGENDA SUBJECT:

AGENDA SUMMARY:

## PUBLIC WORKS REACCREDITATION WITH THE

 AMERICAN PUBLIC WORKS ASSOCIATIONApproval is requested to formally acknowledge the Department of Public Works for their efforts of maintaining a high level of professionalism and industry approved best management practices through and by achieving their international accreditation with the American Public Works Association (APWA)

INITIATED BY: Public Works

Recommendation: Approval is requested to formally acknowledge the Department of Public Works for their efforts of maintaining a high level of professionalism and industry approved best management practices through and by achieving their international accreditation with the American Public Works Association (APWA).

Background: The American Public Works Association (APWA) has developed a national accreditation program that provides a means of formally verifying and recognizing Public Works agencies for compliance with the best business practices set forth by the APWA Council.

Analysis: The ability to obtain APWA Accreditation is one that many try to obtain but have not achieved. Obtaining this accreditation enables the Department of Public Work the ability to ensure the best practices are enforced, policies and procedures are current, and liabilities are reduced.

## Financial Considerations: None

Legal Considerations: None - having the opportunity to apply for and achieve this accreditation is provided to those members of the APWA.

Recommendation/Action: Acknowledgement of the re-accreditation of the Department of Public Works and the untiring efforts of staff to go through this arduous process to ensure reaccreditation was achieved.


# A RESOLUTION RECOGNIZING THE COLUMBUS DEPARTMENT OF PUBLIC WORKS IN THEIR EFFORTS OF MAINTAINING A HIGH LEVEL OF PROFESSIONALISM AND INDUSTRY APPROVED BEST MANAGEMENT PRACTICES THROUGH ACCREDITATION WITH THE AMERICAN PUBLIC WORKS ASSOCIATION (APWA). 

WHEREAS, Public Works agencies continually strive to be efficient and effective by providing the highest quality of services to the City and its residents; and

WHEREAS, The American Public Works Association (APWA) has developed a national accreditation program that provides a means of formally verifying and recognizing Public Works agencies for compliance with the best business practices set forth by the APWA Council; and

WHEREAS, The purpose of this program is to create impetus for organizational selfimprovement and stimulate a general raising of standards; offer a voluntary evaluation and educational program rather than government-regulated activity; improve public works performance and the provision of services; increase professionalism; and to instill pride among agency staff, elected officials, and the local community; and

WHEREAS, The process for a public works agency to reach full accreditation is very arduous, intrusive, and time-consuming; this tremendous undertaking has only seen three other agencies in Georgia become accredited in more than 20 years; and

WHEREAS, On August 20, 2018, the Columbus Consolidated Government's Department of Public Works was recognized as the $146^{\text {th }}$ International Public Works agency to be accredited and on August 20, 2022, the department was able to achieve reaccreditation; and

WHEREAS, The committed efforts and diligent work of all it's employees and senior staff has proven that the Department of Public Works is recognized as being in the top $1 \%$ of all public works agencies within North America.

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

We commend and recognize the Department of Public Works on its International Accreditation and acknowledge that the Columbus, Georgia's Department of Public Works was Accredited on August 20, 2018, making it the $146^{\text {th }}$ agency in the United States and only 1 of 4 cities in the State of Georgia to achieve this accreditation, and on August 20, 2022, it achieved its reaccreditation and will continue to go through this process every four years to maintain accreditation.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 13th day of December 2022, and adopted at said meeting by the affirmative vote of
$\qquad$ members of Council.

Councilor Allen voting
Councilor Barnes voting


Councilor Crabb voting

Councilor Davis voting
Councilor Garrett voting
Councilor House voting
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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:

## 8. State Criminal Alien Assistance Program grant application

Approval is requested to apply for and accept the State Criminal Alien Assistance Program (SCAAP) Fiscal Year 2021 U.S. Department of Justice grant award, in the amount of \$30,295, or as otherwise awarded, for our Fiscal Year 2023, with no local match required, and amend the SCAAP project budget by the amount of the award.

| TO: | Mayor and Councilors |
| :--- | :--- |
| AGENDA | State Criminal Alien Assistance Program grant application |
| SUBJECT: | Approval is requested to apply for and accept the State Criminal Alien <br> Assistance Program (SCAAP) Fiscal Year 2021 U.S. Department of |
| SUMMDARY: | Justice grant award, in the amount of \$30,295, or as otherwise awarded, <br> for our Fiscal Year 2023, with no local match required, and amend the <br> SCAAP project budget by the amount of the award. |
| INITIATED BY: | Finance Department |

Recommendation: Approval is requested to apply for and accept the State Criminal Alien Assistance Program (SCAAP) Fiscal Year 2021 U.S. Department of Justice grant award, in the amount of $\$ 30,295$, or as otherwise awarded, for our Fiscal Year 2023, with no local match required, and amend the SCAAP project budget by the amount of the award.

Background: the Muscogee County Sheriff's Office receives SCAAP funding every year to assist with the cost of incarcerating undocumented criminal aliens who are being held as a result of state and/or local convictions.

Analysis: These funds are available annually through the U.S. Department of Justice.
Financial Considerations: There are no financial obligations. These funds help with the costs of operating the Muscogee County Jail.

Legal Considerations: The Muscogee County Sheriff's Office is eligible to receive these funds.
Recommendation/Action: Approval is requested for the application for and acceptance, if awarded, of the SCAAP funds from the Federal Fiscal Year 2021 grant program and amend the SCAAP budget by the amount awarded.


NO.
A RESOLUTION AUTHORIZING THE CITY MANAGER, THE MAYOR, OR THEIR DESIGNEE TO SUBMIT AND ACCEPT, IF AWARDED, THE FISCAL YEAR 2021 STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP) FUNDING FROM THE U.S. DEPARTMENT OF JUSTICE, IN THE AMOUNT OF \$30,295, OR AS OTHERWISWE AWARDED, FOR FISCAL YEAR 2023, WITH NO LOCAL MATCH REQUIRED, AND AMEND THE SCAAP BUDGET BY THE AMOUNT AWARDED.

WHEREAS, the Muscogee County Sheriff's Office receives SCAAP funding every year to assist with the cost of incarcerating undocumented criminal aliens who are being held as a result of state and/or local convictions; and,

WHEREAS, the U.S. Department of Justice has made $\$ 30,295$ available to assist the Muscogee County Sheriff's Office from their Fiscal Year 2021 grant program, with these expenses for Fiscal Year 2023.; and,

WHEREAS, no local matching funds are required.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:

That the City Manager, the Mayor, or their designee is authorized to apply for and accept, if awarded, SCAAP funding from the U.S. Department of Justice in the amount of $\mathbf{\$ 3 0 , 2 9 5}$, or as otherwise awarded, with no local match required, and amend the SCAAP project budget by the amount awarded.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the $\qquad$ day of $\qquad$ , 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

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

## File Attachments for Item:

## 9. 2015 HUD Entitlement Funds Reimbursement

Approval is requested to reimburse HUD Entitlement funding for a 2015 homebuyer activity. $\$ 25,879.42$ will need to be reimbursed to HUD from a nonfederal source.

AGENDA SUBJECT:

AGENDA SUMMARY:

## 2015 HUD Entitlement Funds Reimbursement

Approval is requested to reimburse HUD Entitlement funding for a 2015 homebuyer activity. $\$ 25,879.42$ will need to be reimbursed to HUD from a nonfederal source.

## INITIATED BY: Community Reinvestment Department

Recommendation: Approval is requested to reimburse the U.S. Department of Housing and Urban Development's (HUD) Entitlement funding for a 2015 homebuyer activity.

Background: In 2015 the Community Reinvestment Department conducted a homebuyer activity through its down payment assistance program which targets low-income households and provides a direct financial subsidy to increase the accessibility aspect of connecting to affordable housing in the amount of $\$ 25,879.42$.

This activity was originally drawn from 2016 HOME entitlement funds through the U.S. Department of Housing and Urban Development's (HUD), Integrated Disbursement Information System (IDIS) in error. During a recent monitoring, it was determined documents were not included in the file and therefore, the funds are required to be reimbursed.

Analysis: This overdrawn payment needs to be repaid to reconcile the city's financial system to HUD's system (IDIS) due to missing documentation,

Financial Considerations: $\$ 25,879.42$ will need to be reimbursed to HUD from a nonfederal source.

Legal Considerations: There are no legal considerations to consider.
Recommendation/Action: Approve the attached Resolution authorizing the reimbursement of $\$ 25,879.42$ to the U.S. Department of Housing and Urban Development (HUD)

## RESOLUTION



A RESOLUTION AUTHORIZING THE REPAYMENT OF $\$ 25,879.42$ TO REIMBURSE THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR A 2015 HOMEBUYER ACTIVITY.

WHEREAS, Columbus Consolidated Government annually receives entitlement program funding through the U.S. department of Housing and Urban Development (HUD); and,

WHEREAS, in 2015 the Community Reinvestment Department conducted a homebuyer activity through its down payment assistance program in the amount of $\$ 25,879.42$; and

WHEREAS, this activity was originally drawn from 2016 HOME entitlement funds through the U.S. Department of Housing and Urban Development's (HUD), Integrated Disbursement Information System (IDIS) in error; and,

WHEREAS, during a recent monitoring, documents were not included in the file.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF COLUMBUS, GEORGIA, AS FOLLOWS:

It is hereby resolved that the Columbus Consolidated Government recognizes and approves the repayment of $\$ 25,879.42$ to reimburse the U.S. Department of Housing and Urban Development (HUD) for a 2015 homebuyer activity.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day 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
B.H. "Skip" Henderson, Mayor

## File Attachments for Item:

10. 2021 State of Georgia Department of Community Affairs CDBG-CV Award (Feeding the Valley) Project Specific Language Access Plan Revision

Approval is requested to revise the language access plan specifically related to the 2021 State of Georgia Department of Community Affairs CDBG-CV grant award (Feeding the Valley Facility Expansion). There will be no financial impact. There are no match requirements for this grant by the city. The match funds will be provided by Feeding the Valley.

AGENDA SUBJECT:

## 2021 State of Georgia Department of Community Affairs CDBG-

 CV Award (Feeding the Valley) - Project Specific Language Access Plan RevisionAGENDA SUMMARY:

Approval is requested to revise the language access plan specifically related to the 2021 State of Georgia Department of Community Affairs CDBG-CV grant award (Feeding the Valley Facility Expansion). There will be no financial impact. There are no match requirements for this grant by the city. The match funds will be provided by Feeding the Valley.

## INITIATED BY: Community Reinvestment Department

Recommendation: Approval is requested to revise the project specific language access plan specifically related to the 2021 State of Georgia Department of Community Affairs CDBG-CV grant award (Feeding the Valley Facility Expansion).

Background: The city of Columbus has applied for and has been awarded State of Georgia Department of Community Affairs (DCA) Community Development Block Grant - Corona Virus (CDBG-CV), in the amount of $\$ 3,142,500$. The award is for facility expansion at Feeding The Valley Food Bank located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities.

On February 22, 200, City Council passed resolution 049-22 to adopt the language access plan specifically related to the 2021 State of Georgia Department of Community Affairs CDBG-CV grant award (Feeding the Valley Facility Expansion).

The DCA CDBG-CV funding has a requirement that requires awarded projects to have a specific Language Access Plan (LAP) that is tailored to the specific project being awarded. The LAP is a document that spells out how to provide services to individuals who are non-English speaking or have limited English proficiency.

DCA is requesting revision to the original project specific LAP.
Analysis: The DCA CDBG-CV Grant provides up to $\$ 3,142,500$ to expand the facilities of Feeding the Valley located at 6744 Flat Rock Road in Midland, Georgia. The expansion will include new construction of warehouse space that will allow for an expected increase in service provision across the city and surrounding communities. The Community Reinvestment Department will be responsible for adherence to the project specific language access plan and its revisions.

Financial Considerations: There will be no financial impact. There are no match requirements for this grant by the city. The match funds will be provided by Feeding the Valley.


Legal Considerations: The City Attorney will review all grant agreements prior to obtaining the mayor or city manager's signature.

Recommendation/Action: Approve the attached Resolution recognizing the revisions of the Cit of Columbus project specific language access plan requirements of the 2021 State of Georgia Department of Community Affairs Application (Feeding the Valley Facility Expansion) CDBGCV grant. The grant funding will be utilized for Feeding the Valley facility expansion. The match funds are being provided by Feeding the Valley.

## RESOLUTION

NO.

WHEREAS, Columbus Consolidated Government has applied for and received a FY 2021

WHEREAS, Columbus Consolidate Government is serving as the grant's applicant/recipient for the CDBG-CV application to modify the building located at 6744 Flat Rock Rd, Midland, GA 31820 and Feeding the Valley Food Bank will serve as the subrecipient. The facility will be expanded and used as a food bank for at least ten (10) years; and,

WHEREAS, Columbus Consolidated Government is aware that all CDBG-CV awarded projects that propose to renovate a building for the purpose of serving a limited clientele population must also adhere to DCA's project specific Language Access Plan requirements; and.

WHEREAS, Columbus Consolidated Government has revised its project specific Language Access Plan; and

WHEREAS, the Community Reinvestment Department will be responsible for adherence to the revised project specific language access plan

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

 FOLLOWS:It is hereby resolved that the Columbus Consolidated Government recognizes and approves the revisions to the DCA's project specific language access plan for the Feeding the Valley Facility Expansion project, and authorizes its submission.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the $\qquad$ day of
$\qquad$ , 2022 and adopted at said meeting by the affirmative vote of $\qquad$ 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 $\qquad$ . $\stackrel{.}{\square}$

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

## File Attachments for Item:

11. Standing Boy Preserve Intergovernmental Agreement and Management Agreement

Approval is requested to authorize the City Manager to execute an Intergovernmental Agreement with Georgia Department of Natural Resources and a Management Agreement with Standing Boy, Inc. for the use and operation of the Standing Boy Preserve. SBI will provide all financial resources for the construction and maintenance of the trail network. No funding is required by the city.

# Columbus Consolidated Government 

Council Meeting Agenda Item

AGENDA SUBJECT:

AGENDA SUMMARY:

## Standing Boy Preserve Intergovernmental Agreement and Management Agreement

Approval is requested to authorize the City Manager to execute an Intergovernmental Agreement with Georgia Department of Natural Resources and a Management Agreement with Standing Boy, Inc. for the use and operation of the Standing Boy Preserve. SBI will provide all financial resources for the construction and maintenance of the trail network. No funding is required by the city.

## INITIATED BY: City Manager's Office

Recommendation: Approval is requested to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the Georgia Department of Natural Resources (DNR) and a Management Agreement (MA) with Standing Boy, Inc. (SBI) for the use and operation of the Standing Boy Preserve.

Background: The Standing Boy Preserve located along the river in northwest Columbus is 1600 acres of relatively unused property owned by the State of Georgia since 2000. It has operated as a Wildlife Management Area. The mission is to keep the preserve in its natural state. SBI is a nonprofit organization that desires to construct a trail network on the preserve and has been under construction.

Analysis: SBI has raised private funding totaling almost $\$ 2.5$ million to construct 25 miles of multi-use trails, 5 miles of biking only trails and 6 miles of hiking only trails. The City of Columbus will provide public safety support as done in all areas of the city and support SBI with any grant opportunities that are available.

Financial Considerations: SBI will provide all financial resources for the construction and maintenance of the trail network. No funding is required by the city.

Legal Considerations: Council originally approved this transaction on September 27, 2022 by Resolution No. 297-22. Since that time DNR has asked for a revision of the legal description of the property to include a tract of property on which a park ranger's residence was situated. DNR has now agreed to demolish the structure at its own cost and include that piece of property in its IGA with the city.

Recommendation/Action: Approval is requested to authorize the City Manager to execute an Intergovernmental Agreement (IGA) with the Georgia Department of Natural Resources (DNR) and a Management Agreement (MA) with Standing Boy, Inc. (SBI) for the use and operation of the Standing Boy Preserve contingent upon the demolition of the structure and the clearing of any liens for the demolition work from the property.


NO.
A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND A MANAGEMENT AGREEMENT WITH STANDING BOY, INC. FOR THE USE AND OPERATION OF THE STANDING BOY PRESERVE.

WHEREAS, the State of Georgia owns 1600 on the river in northwest Columbus under the oversight of the Georgia Department of Natural Resources (DNR); and,

WHEREAS, Standing Boy, Inc. (SBI), a nonprofit organization, desires to construct a biking and hiking trail network and utilize the property in its natural state; and,

WHEREAS, the City of Columbus desires to partner with SBI for the operation of the preserve; and,

WHEREAS, no financial resources are requested from the City of Columbus to provide this quality of life amenity to the community;

WHEREAS, Resolution No. 297-22 was approved prior to certain revisions of the proposed Intergovernmental Agreement by DNR and needs to be rescinded.

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

To authorize the City Manager to enter into an Intergovernmental Agreement with the Georgia Department of Natural Resources, a Management Agreement with Standing Boy, Inc. for the use and operation of the Standing Boy Preserve, and the execution of any other related documents contingent on the State completing the demolition and of the structure on the property and removing any liens incurred from such demolition.

Resolution No.297-22 is hereby rescinded.

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

Councilor Allen voting

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Councilor Barnes voting
Councilor Crabb voting

Councilor Davis voting
Councilor Garrett voting
Councilor House voting $\qquad$ -

Councilor Huff voting
Councilor Thomas voting
_.
Councilor Tucker voting
Councilor Woodson voting
$\qquad$ .
$\qquad$ .

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

## INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN <br> THE GEORGIA DEPARTMENT OF NATURAL RESOURCES AND THE COLUMBUS, GEORGIA, A CONSOLIDATED CITY-COUNTY GOVERNMENT LOCATED IN MUSCOGEE COUNTY, GEORGIA (USE AGREEMENT)

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") by and between the GEORGIA DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Georgia (hereinafter referred to as the "Department") and the COLUMBUS, GEORGIA, a consolidated City-County Government located in MUSCOGEE COUNTY, GEORGIA (hereinafter referred to as the "City").

## WITNESSETH:

WHEREAS, the State of Georgia holds title to and the Department is the custodian of that certain real property located in Muscogee County, Georgia, currently known as Standing Boy Creek State Park and formerly known as Standing Creek Wildlife Management Area, together with all the improvements, tenements and appurtenances thereunto belonging or in any wise appertaining thereto, including the right of ingress and egress thereto and therefrom at all times and any improvements and other properties located thereon and used in connection therewith (hereinafter referred to as the "Premises"), as more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

WHEREAS, an Executive Order issued on January 21, 2004 dedicated the Premises as a Heritage Preserve under the Heritage Trust Act of 1957 O.C.G.A. § 12-3-70 et. seq. (the "Executive Order");

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the Department and the City may contract for any period not exceeding 50 years with each other for the provision of services, or for the joint or separate use of facilities or equipment;

WHEREAS, the International Mountain Bike Association ("IMBA") has developed principles and methods for building and managing sustainable multiuse trails, which are set forth in the works entitled Trail Solutions: IMBA's Guide to Building Sweet Singletrack (ISBN 0-9755023-0-1), Managing Mountain Biking: IMBA's Guide to Providing Great Riding (ISBN 978-0-9755023-1-X) and Guidelines for a Quality Trail Experience (https://www.blm.gov/sites/blm.gov/files/ Guidelines-for-a-Quality-Trail-Experience-2017.pdf); and these principles and
methods, including future refinements and advancements, collectively constitute the "IMBA Methods."

WHEREAS, the Department has approved a master plan based on the IMBA Methods for natural surface trails on the Premises as more particularly described in Exhibit B attached hereto and incorporated herein by this reference (the "Trail System Master Plan");

WHEREAS, the Department, the City, and Columbus Water Works have or may entered into one or more intergovernmental agreements or arrangements regarding the access road traveling across the Premises from Old River Road to the northern end of the Green Island Hills neighborhood (the "Access Road IGAs");

WHEREAS, Standing Boy, Inc. ("SBI") is a Georgia nonprofit corporation that exists to:

First, protect and preserve the natural beauty and abundant resources of the Premises for the benefit of present and future generations;

Second, create, maintain, and manage a spectacular natural-surface trail system that is consistent with the natural state of the Premises; and
Third, leverage the natural beauty of the Premises and the trail system to: (i) support sound forestry management and ecological practices on the Premises, (ii) foster healthier, happier lives through physical activity in a natural environment, and (iii) promote appreciation, understanding, and stewardship of nature.

WHEREAS, IMBA has prepared for SBI a plan for parking and trailhead facilities as more particularly described in Exhibit C attached hereto and incorporated herein by this reference (the "Trailhead Master Plan").

WHEREAS, the City and SBI have executed concurrently with this Agreement a management agreement regarding the Premises as more particularly described in Exhibit D attached hereto (the "Management Agreement"), and all references to the City shall SBI as its designee pursuant to the Management Agreement.

NOW, THEREFORE, for and in consideration of the mutual public benefit and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1.

## EFFECTIVE DATES

For and in consideration of the terms and conditions hereinafter set forth, and except as otherwise provided herein, the Department does grant to the City and the City hereby accepts possession of and permission to use the Premises
beginning at 11:59 PM on the first day on which this Agreement has been executed by both Parties (the "Effective Date"). Except for the rights retained by the Department under this Agreement, the City's possession and permission to use the Premises shall be exclusive.

## 2.

## USE OF THE PREMISES

2.1 The Premises shall be used for public outdoor recreational uses in accordance with and to the extent authorized by the Executive Order. The Premises shall not be used for any illegal or unauthorized purpose. Without limitation, the following uses shall not be permitted on the Premises:
(a) Horseback riding, and
(b) All-terrain vehicle or other off-road vehicle use, except as used by the City or the Department for operations and maintenance purposes, emergency vehicles or other purposes authorized under this Agreement, and
(c) Hunting, except as permitted pursuant to the terms of Paragraph 2.3 below.
2.2 Without limitation, the City, or SBI, in accordance with the Management Agreement, may
(a) construct and maintain the trails and trailhead facilities depicted in the Trail System Master Plan and the Trailhead Master Plan;
(b) install educational and wayfinding signage and construct rest areas along the trails that consist of amenities such as bike racks, benches, and picnic tables, with the trails depicted in the Trail System Master Plan and all such signage and rest areas collectively constituting the "Trail System;"
(c) construct and install parking areas, kiosks and other signage, water fountains, restrooms, benches, picnic tables, pavilions, and other similar infrastructure and amenities (the "Trailhead");
(d) store and stage materials such as rock or dirt; construct and install containers or sheds for tools and other materials (with any such locations or structures constituting the "Maintenance Facilities"); maintain and improve access roads; and take all other similar actions necessary to construct and maintain the Trail System and Trailhead; and
(e) remove materials or structures that do not support the permitted uses and interfere with the natural state of the property (e.g., piles of trash and old sheds in poor repair).
All construction and maintenance activities shall respect the natural state of the Premises and satisfy all applicable archeological, environmental, and similar
requirements. Additionally, all construction and maintenance activities related to the trails shall be in accordance with the IMBA Methods.
2.3 The Department reserves the right to permit hunting on the property as follows:
(a) During each annual hunting season, the Department will conduct 8 three-day quota hunts.
(i) two archery-only deer hunts the FIRST Friday, Saturday, and Sunday in October and December.;
(ii) two archery-only deer hunts the FIRST and SECOND Friday, Saturday, and Sunday in November;
(iii) two youth turkey hunts the SECOND and THIRD Friday, Saturday, and Sunday of state season;
(iv)two archery-only turkey hunts the FOURTH and FIFTH Friday, Saturday, and Sunday of state season.
(b) On days hunting is permitted on the Premises,
(i) the City shall have absolutely no responsibility whatsoever to manage or regulate the conduct of users that have accessed the property for the purpose of hunting, and the City shall have no liability whatsoever for any claims or damages directly or indirectly related to the injury of any persons present on the property or their vehicles as a result of the hunting use or any other joint use;
(ii) the Trail System and Trailhead shall have normal operating hours except during the youth turkey hunts, when shall be closed until 10AM; and
(iii) the Department may allow vehicular traffic on all roads on the Premises other than the road that is the subject of the Access Road IGAs.
2.4 The parties agree that, when possible, the Premises shall be primarily presented and marketed to the public as "Standing Boy Trails" or, when it is necessary to more specifically refer to the Premises as real property or the context otherwise requires, as the "Standing Boy Preserve."
2.5 This Agreement shall be subject to the Access Road IGAs.

## HOURS OF OPERATION

The City shall make the Premises available to the public, at a minimum, during daylight hours; provided, however, that Trail System shall be closed to all trail users when the trails are in a condition such that use of the Trail System would damage the trails. In addition, the City Manager shall have the ability to close the
trails or limit the hours of operation where he and/or the Police Chief determine that public safety or public health concerns warrant such action.

> 4.
> FEES

The City may charge a reasonable parking fee to members of the public who wish to park their vehicles on the Premises but shall not charge the general public an admission fee of any kind for access to the Premises itself. Additionally, the City may charge a reasonable fee to persons holding events on the Premises. The Department understands that the parking and event fees may be collected by SBI pursuant to the Management Agreement, subject to all requirements imposed by this Agreement and the Management Agreement.

## 5.

CONSIDERATION FROM CITY
5.1 For and as partial consideration for the use of the Premises, the City agrees to keep each and every term and condition of this Agreement required to be kept by the City. It is understood that the obligations set out in paragraphs 5.2 and 5.3 below will be carried out by SBI in accordance with the Management Agreement.
5.2 For and as partial consideration for the use of the Premises, the City shall
(a) maintain the Trail System, Trailhead, and Maintenance Facilities, and
(b) operate, at no cost to the Department, the Premises as a public outdoor recreation area.
5.3 For and as partial consideration of the use of the Premises, the City shall cause to be furnished and shall pay for all utilities including but not limited to water, power, sanitation (sewage or otherwise), garbage pickup and disposal, and other utilities or services required for the City's use of the Premises.
5.4 For and as partial consideration of the use of the Premises, the City agrees that all revenue from the Premises shall be reinvested into the Premises, used to encourage utilization of the Premises, used to fund educational activities on the Premises, or put to other similar uses, including, without limitation, any administrative costs associated with the foregoing.
5.5 For and as partial consideration of the use of the Premises, the City shall, upon termination of this Agreement, return the Premises to the Department in as good a condition as when the City took possession, natural wear and tear only excepted.
6.

## CONSIDERATION FROM DEPARTMENT

6.1 For and as partial consideration of the City's obligations under this Agreement, the Department shall maintain the Hunter Access Roads to a standard consistent with similar roads on Wildlife Management Areas.
6.2 For and as partial consideration of the City's obligations under this Agreement, the Department shall, upon request by the City, assist the City in addressing any unauthorized hunting on the Premises.
6.3 For and as partial consideration of the City's obligations under this Agreement, the Department shall, upon request by the City, make reasonable efforts to assist the City in applying for grants and other similar sources of funding by indicating assent to or support for such application or taking other similar actions as the holder of legal title to the Premises; provided, however that the Department shall have no additional obligations to assist in the preparation of such application or financially obligate itself with respect to such applications.

## 7.

## TERM

This Agreement shall be for a term of fifty (50) years beginning on the Effective Date and ending at 11:59 P.M., prevailing legal time in Atlanta, Georgia, on the day immediately preceding the fiftieth $\left(50^{\text {th }}\right.$ ) anniversary of the Effective Date, unless sooner terminated as hereinafter provided. The right of the use of the Premises is herein granted to the City effective upon the execution of this Agreement. The term may be extended if both the Department and the City desire, by executing a new Agreement at any time prior to the expiration of this Agreement.

## 8.

## LIABILITY AND INSURANCE

### 8.1 General Liability Agreement

(a) To the extent permitted by Georgia law, the City shall be responsible to the Department from the Effective Date for all injury to persons or damage of any kind to property, real or personal, resulting from any grossly negligent act or omission or breach, failure or other default regarding the use of the Premises by the City, or any of its subtenants, its contractors, its agents, employees or others working at the direction of the City or on the City's behalf to the extent that Department suffers any loss therefrom.
(b) Notwithstanding the foregoing subparagraph regarding injury to persons or damage of any kind to property, real or personal, directly or indirectly resulting from hunting, the City shall have no responsibility or liability whatsoever for such injuries or damages.

### 8.2 Insurance Requirements

8.2.1 Insurance Certificates. The City shall, prior to taking possession, procure the insurance coverages identified below through commercial insurance or approved self-insurance at the City's own expense and shall furnish the Department an insurance certificate listing the Department as the certificate holder. The insurance certificate must provide the following:
(a) Name and address of authorized agent
(b) Name and address of insured
(c) Name of insurance company(ies)
(d) Description of policies
(e) Policy Number(s)
(f) Policy Period(s)
(g) Limits of liability
(h) Name and address of Department as certificate holder
(i) Contract Name
(j) Signature of authorized agent
(k) Telephone number of authorized agent
(I) Mandatory thirty (30) days notice of cancellation/non-renewal (See 8.2.2(a) below).
8.2.2 Policy Provisions. Each of the insurance coverages required below, procured through commercial insurance, (i) shall be issued by a company licensed by the Insurance Commissioner to transact the business of insurance in the State of Georgia for the applicable line of insurance, and (ii) shall be an insurer (or, for qualified self-insureds or group self-insureds, a specific excess insurer providing statutory limits) with a Best Policyholders Rating of "A" or better and with a financial size rating of Class $V$ or larger. Each such policy shall contain the following provisions:
(a) The insurance company agrees that the policy shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after the Department has received written notice thereof as evidenced by return receipt of registered letter or until such time as other insurance coverage providing protection equal to protection called for in this contract shall have been received, accepted, and acknowledged by the Department.
(b) The policy shall not be subject to invalidation as to any insured by reason of any act or omission of another insured or any of its officers, employees, agents or other representatives ("Separation of Insureds").
(c) Each Insurer is hereby notified that the statutory requirement that the Attorney General of Georgia shall represent and defend Department, State of Georgia, their employees and officers remains in full force and effect and is not waived by any policy of insurance. The Attorney General of Georgia shall represent and defend the Department, State of Georgia, their employees and officers. In the event of litigation, any settlement on behalf of the Department, State of Georgia, their employees and officers must be expressly approved by the Attorney General. The City and its insurance carrier may retain, but are not obligated to retain, counsel to assist with the defense of the Department, State of Georgia, their employees and officers, in which case there will be mutual cooperation between the Attorney General and such counsel.
(d) Self-insured retention, except for qualified self-insurers or group self-insurers, in any policy shall not exceed Ten Thousand Dollars (\$10,000.00).
8.2.3 Insurance Coverages. The City agrees to purchase through commercial insurance or approved self-insurance and have the authorized agent state on the insurance certificate that the following types of insurance coverages, not inconsistent with the policies and requirements of O.C.G.A § 50-21-37 have been procured by the City. The minimum required coverages and liability limits are as follows:
(a) Workers' Compensation. The City shall provide Workers' Compensation coverage for its own employees in accordance with the statutory limits as established by the General Assembly of the State of Georgia. A groupinsurer must submit a certificate of authority from the Insurance Commissioner approving the group insurance plan. A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating that the City qualifies to pay its own workers' compensation claims. The City shall require all subtenants or contractors using the property or performing work under this agreement to obtain an insurance certificate showing proof of Workers' Compensation.
(b) Commercial General Liability Insurance. Commercial General Liability Insurance (2004 ISO Occurrence Form or equivalent), which shall include, but need not be limited to, coverage for bodily injury and property damage arising from premises and personal injury liability. The Commercial General Liability Insurance shall provide at minimum the following limits:

Coverage

1. Premises and Operations

Limit
\$1,000,000 per occurrence
2. Damage to Premises
\$1,000,000 per occurrence
3. Personal injury \$1,000,000 per occurrence
4. General Aggregate \$1,000,000 per project

All requirements for Commercial and General liability insurance shall be satisfied by the naming of the Department and the City each as an additional insured under the policy provided by the Southern Off-Road Bicycle Association (the "SORBA Policy"), of which the Department is already named an additional insured with respect to the Premises and other Department properties containing trails developed in conjunction with SORBA. In the event that the SORBA Policy is cancelled or not renewed, then the City may propose a replacement insurance policy for the Department's approval which shall not be unreasonably withheld. In the event that an alternative insurance policy is not agreed upon, then the IGA shall terminate effective as of the date the required insurance is no longer of full force and effect.
8.2.4 Termination of Obligation to Insure. Unless otherwise expressly provided to the contrary, the obligation to insure as provided herein shall not terminate until the end of the Term of this Agreement, as such Term may be renewed, modified or extended, or the City shall have vacated the Premises, whichever is the later.

## 9.

## WARRANTY AND REPRESENTATION

The City hereby acknowledges that the Department is making no representation or warranty whatsoever as to the title, the condition of or any other matter relating to the Premises. The City will accept the Premises "as is" "whereas" and acknowledges that the Premises are suited for the uses intended by the City or may be made so by the City at no cost to the Department. Notwithstanding this waiver contained in this Section, the City does not waive any beneficial rights arising out of, or from, construction or design defects.
10.

## NATURAL CATASTROPHE

If at least fifty percent (50\%) of the Trail System is destroyed by storm, fire, lightning, earthquake or other casualty, this Agreement may terminate as of the date of such destruction if the City chooses. Damage to the Trail System, or any part thereof, resulting in the destruction of at less than fifty percent (50\%) of the Trail System, shall in no way relieve the City from its duties and obligations herein made and agreed to be kept by the City except to the extent those obligations are made impossible to perform, nor shall it otherwise relieve the City of the provisions of this Agreement.
11.

## ASSIGNMENT AND SUBLETTING

11.1 The City will enter into the Management Agreement which subleases and delegates the management of the Premises to SBI. In the event that the Management Agreement between the City and SBI is terminated, the City will have the option of taking on the responsibilities of this agreement without a local partner or it may contract with a new entity for a management agreement subject to the Department's approval of the new management agreement. Other entities may be authorized by the City or SBI to carry out certain events provided such operation is with the purposes for which the Premises shall be used. Except as provided in the preceding sentence, the City shall not, without prior written consent of the Department, assign this Agreement or any interest hereunder, or sublet the Premises or any part thereof.
11.2 The Department may, without consent of the City, transfer or assign this Agreement or any of the Department's rights or duties hereunder to another agency, department or authority of the State of Georgia. Except as set forth above, no other assignment may be made by the Department without the prior written consent of the City.

## 12.

## TERMINATION

12.1 Either party may terminate this Agreement with forty-five (45) days written notice to the other, if the other party defaults by failing to perform any of its obligations or duties hereunder and such default remains continuing thirty (30) days after such notice. If this Agreement is terminated by the Department pursuant to this provision, the City shall be deemed to have abandoned and surrendered the Premises, and the Department may, without legal process, enter upon and take immediate possession and control of the Premises to the complete exclusion of the City. The failure of either party to exercise such rights after one or more defaults shall not be a waiver of the rights of the party upon any subsequent default.
12.2 In the event that the Management Agreement with SBI terminates and the City does not exercise either of the options spelled out in Section 11.1 above then it may terminate this agreement with forty-five (45) days written notice to the Department.
12.2 The City or the Department may terminate this Agreement for convenience with three hundred sixty-five (365) days written notice to the other.
13.

NOTICES

Notices, requests, demands and other communications provided for hereunder shall be in writing or sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United Stated certified mail, return receipt request; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated:

In case of City, to: City Manager
P.O. Box 1340

Columbus, Georgia 31902-1340

In case of Department, to: Director, State Parks \& Historic Sites
Division
Ga Department of Natural Resources
2610 Hwy 155 SW
Stockbridge, Ga 30281
Facsimile: (770) 389-7878
Confirmation: (770) 389-7277

Or at such other address, facsimile or telephone number as time to time is designated by party receiving the notice.

## 14.

GENERAL PROVISIONS OF THIS AGREEMENT
14.1 The brief headings or titles preceding each section herein are merely for the purpose of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.
14.2 All time limits stated herein are of the essence of this Agreement.
14.3 Each of the provisions of this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of the Department and the City, to the successors and assigns of the Department, and to the extent that the Department has consented to an assignment of this Agreement, to the successors and assigns of the City, and shall be deemed and treated as real covenants running with the land during the term of this Agreement.
14.4 No failure of either party to exercise any right or power given to the other party under this Agreement, or to insist upon strict compliance by the other party with the provisions of this Agreement, and no custom or practice of the Department or the City at variance with provisions of this Agreement shall
constitute a waiver of the City or the Department's right to demand exact and strict compliance by the other with the terms and conditions of this Agreement.
14.5 All rights, powers and privileges conferred by this Agreement upon the Department and the City shall be cumulative, and not restrictive, of those given by law.
14.6 Excepting only causes beyond the City's control and for causes and at times permitted hereunder, the City shall not abandon or vacate the Premises during the term of this Agreement. If the City abandons or vacates the Premises for a continuous period of 180 days or more, the City shall be in default of this Agreement.
14.7 The City shall vacate the Premises promptly upon the termination of this Agreement. Any holding over or continued use or occupancy of the Premises by the City after termination of this Agreement without express written consent of Department shall not constitute a Tenancy-At-Will in the City, but the City shall be a Tenant-At-Sufferance and may be required to vacate the Premises immediately without notice.
14.8 If any provisions in this Agreement or any portion thereof should be ruled void, invalid, or unenforceable or contrary to public policy by any court of competent jurisdiction then any remaining portions of such provisions and all other provisions of this Agreement shall survive and be applied, and any invalid portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.
14.9 Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.
14.10 In the enjoyment of the use herein granted by the Department to the City and of the rights and privileges incident thereto, the City shall at all times comply with all applicable laws, rules and regulations of the State of Georgia and of the United States, and all applicable local codes, ordinances, rules and regulations. The City shall not in its use and occupancy of the Premises discriminate on the basis of race, gender, color, national origin, religion, age or disability. This provision may be enforced by termination of the Agreement, by injunction, and by any other remedy available at law to the Department.
14.11 No estate in land shall pass out of the Department by virtue of this Agreement.
14.12 Nothing in this agreement shall be construed as waiving any immunity or privilege of any kind enjoyed by the State or State authorities or any immunity or privilege of any kind enjoyed by any County, Municipality or other local governing authority.
14.13 The parties certify that this Agreement does not and will not violate the provisions of O.C.G.A. § 45-10-20 et seq. in any respect.
14.14 The parties represent that they have the right, power and authority to enter into this Agreement and that no further approvals, permissions, or consents of any sort from any persons or entities are necessary for them to enter into this Agreement.
15.

MODIFICATIONS AND AMENDMENTS
No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be in writing and signed by authorized representatives of both the Department and the City.
16.

IMPROVEMENTS AND GRANTS
16.1 Upon commencing use of the Premises, the City may install and operate, at no cost to the Department, in and on the Premises such additional fixtures, trade fixtures, equipment, machinery and appliances as the City shall consider necessary for the permitted purposes hereof; provided that the City complies with all laws, rules and regulations regarding the installation and operation thereof. Except as may otherwise be provided in this Agreement; the City may remove any of its personal property from the Premises without the prior consent of the Department. Upon the expiration or earlier termination of this Agreement, the City shall have one hundred and twenty (120) days within which to remove the City's personal property from the Premises. The City shall repair any damage to the Premises caused by the installation or removal, at any time, of personal property. Any equipment or personal property of the City remaining in the Premises beyond such one hundred twenty (120) day period after the expiration or early termination of the Agreement shall be deemed the property of the Department and may be retained or disposed of by the Department at the Department's discretion without accounting to the City for the proceeds of any sale thereof. The City acknowledges that all equipment and personal property located at or on the Premises will be at the City's risk and the Department shall not be liable for any damage thereto or loss thereof.
16.2 All buildings and other items placed upon the property by the City that are customarily considered to be real property shall remain upon the property at the expiration or earlier termination of the Agreement, and the ownership of such buildings and items shall be vested in the State at that time.
16.3 Other than installing equipment and other personal property as set forth in Section 16.1, the City agrees that no improvements to the Premises, whether new construction, modification, alteration or renovation, either interior or exterior in nature, shall be commenced until plans and specifications for the improvements have been reviewed and approved in writing by the Department and any necessary building permits have been obtained by the City.
16.4 The Department understands that the City or SBI may seek various grants in connection with its use of the Premises pursuant to this Agreement, and the Department agrees to assist the City or SBI as the Department deems necessary in such endeavors.
18.

## RIGHT TO INSPECT AND USE PREMISES

The Department reserves the right and the City agrees to permit representatives of the Department to enter the Premises at all reasonable times for the purposes of inspecting the Premises and determining compliance with this Agreement.

IN WITNESS WHEREOF, the Department and the City, acting by and through their duly authorized hereinafter named officers, have caused these presents to be signed, sealed and delivered all as of the date hereof.

## GEORGIA DEPARTMENT OF NATURAL RESOURCES

$B y:$ $\qquad$ (Seal)
Mark Williams, Commissioner
Date: $\qquad$
(Department Seal Affixed Here)

## COLUMBUS CONSOLIDATED GOVERNMENT

$B y:$

Date: $\qquad$
(Commission Seal Affixed Here)

Insert Exhibit A. Map detailing Premises


## EXHIBIT B:

## TRAIL SYSTEM MASTER PLAN



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## 9. SUMMARY

10. APPENDIXES
Appendix A: Maps
Appendix B: Tables
Appendix C: Benefits of Mountain Bicycling Trails Appendix D: Present Day Mountain Bicycling
Appendix E: Trail Facility Planning and Design Guidelines Appendix F: Signage

 specialists ride similar trails in the region and understand the area's outdoor culture. Lastly, interviews with local stakeholders help to IMBA TS learn from their expertise, balancing the interests of community members and land managers in designing the system.

## About IMBA

The International Mountain Bicycling Association (IMBA) is a 501 (c)(3) nonprofit educational association whose mission is to create, enhance, and protect great places to ride mountain bikes. Since 1988, IMBA has been bringing out the best in mountain bicyclists by encouraging conservation-minded riding, volunteer trail work, cooperation among different trail user groups, and grassroots advocacy. We join forces with land managers, trail advocates, and community members to implement innovative trail management solutions. Based in Boulder, Colorado, and with staff distributed across the country and the world, IMBA meets its goal to create great mountain bike experiences through its Trail Solutions program. Trail Solutions is the international leader in singletrack development. Our wealth of expertise has allowed us to develop guidelines for the creation of sustainable, enjoyable trails and bike parks that have influenced land management agencies around the world and have frequently been adopted as best practices.

## Approach

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1.

In 2014, CVA-SORBA and SORBA leadership began conversations with State Parks about trail development at Standing

## Project Background

 Boy, which at that time was under a temporary designation as a Wildlife Management Area. CVA-SORBA recognized the lack of large trail systems in the greater Columbus area and wished to assist in creating one. As the third largest city in Georgia, Columbus has a lack of natural surface trails for pedestrians and mountain bikers which is an important gap to fill in order to provide a wide range of social, economic, and conservation benefits for residents and visitors. Conversations with State Parks indicated an interest in possible development of a state park at Standing Boy. During this time IMBA TS was enlisted as consultant to provide recommendation on the implantation of a trails plan. In 2017, IMBA TS developed a concept plan for trails around a proposed state park. In 2016 IMBA TS was asked to return to Standing Boy to provide a new master plan for trails outside the state park context. During 2018, CVA-SORBA worked with DNR to develop a Land Use Agreement (LUA) that would allow CVA-SORBA to develop a 25 -mile trail network on the property as well as assist with maintenance after construction. In late 2018 and early 2019, IMBA TS visited the Standing Boy site twice to update planning concepts and design flag the proposed trail corridors for resource specialist review.
Since 2019, IMBA TS and their partners have built around 19 miles of trails at Standing Boy. These range from

 nd approved trails.
This master plan is a result of the entirety of IMBA TS site visits, with greater importance placed on those 2018 and 2019 planning and design site visits. The master plan represents industry best practices, professional expertise and experience, modern trail theory, and insights gained from numerous conversations with SBI, CVA-SORBA, DNR, and many others.
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## About Columbus, Georgia

The city of Columbus is home to almost 200,000 residents. The community is located on the banks of the Chattahoochee River, where it becomes the state border between Georgia and Alabama. Columbus is the seat of Muscogee County and the third largest city in Georgia. It is under two hours southeast of Atlanta by I-85 and I-185, the state capital and largest city with a metropolitan population of 5,880,000. Columbus is located on the geographic boundary between the piedmont and the sandhills, along the fall line. This unique position creates varied terrain, as well as flora and fauna.
Columbus is home to Fort Benning, a 110-year old military base, the long standing home of the US Army Infantry. Fort Benning supports over 120,00 active duty personnel, their families, veterans, and civilians every year. An active mountain bike trail can be accessed on the property with proper identification and authorization. Additionally, the
trails at Flat Rock Park in the city of Columbus is actively maintained and updated by CVA-SORBA. In recent years Columbus has made waves with the addition of an urban whitewater run, developed by a group of community leaders and fundraisers, with the removal of the Eagle and Phenix Dam in 2012. The resulting natural rapids from the exposed bedrock of the geologic change and the man-made wave features have spurred new outdoor recreation experiences and their resulting impacts. The RiverWalk is a 22-mile linear pathway stretching from Fort Benning, along the Chattahoochee River, north to Lake Oliver. The 11-mile Fall Line Trace path runs from Columbus out past Flat Rock Park. These combined with connector trails and other planned paths form the Dragonfly Trails program, hoping to total over 60 miles of pathways throughout area. Columbus is actively creating an outdoor recreation community.

## 2. Goals and Objectives

The goal of the following plan is to develop a progressive trail network that offers beginner to advanced level mountain biking as well as pedestrian opportunities, including multiuse trails, and bike skills features. The majority of new trails will be designed and constructed with mountain bikes as the primary visitor, with careful consideration for hikers and runners to be sure their needs and wants will also be met. A few trails will be highly developed for mountain bike use. As trails are developed and mileage increases, visitation from residents, visitors, and regional trail users will increase.

This master plan is crafted to ensure trails and features will be designed and built in a sustainable manner and meet conservation, recreation, and education objectives. The trail system will provide a progression of experiences and challenges as trail users explore the network in more depth with each visit. Individual segments will provide consistent and expected experiences. For example, easiest trails will consist of gentle grades with few obstacles, while difficult trails may include steeper grades, jumps, and drops. The design of the system will have similar skills progression to that of a well-planned ski trail system, with a collection of easiest/green, more challenging/blue, and most challenging/black trails, appealing to a broad cross section of off-road bicyclists, from family-oriented entry-level riders to highly skilled enthusiasts. Providing progressive riding opportunities will help showcase modern trail design and construction, provide a wider variety of trail types within the region, and allow for responsible recreational use with minimal impacts to natural and historical resources. The network will be enhanced by efficient way-finding signage and associated trailhead amenities. Increase the availability of natural surface trails to the large metropolitan Columbus community Provide high quality mountain bike-optimized trails in the region. Ensure a wide variety of difficulty levels are represented (easiest/green, more difficult/blue, Lay the groundwork of a successful trail system that appeals to a wide spectrum of visitors.

Develop amenities that help riders build mountain bike skills and provide opportunities for progressive challenge and growth. Provide quality and quantity experiences in the system to create a regionally significant trail destination.

Create a trail system that is environmentally and socially sustainable, and that best highlights the natural beauty of the wildlife management area. Add to the growing recreation opportunities in the Columbus area and support healthy and active community connection.
Standing Boy Inc.
SBI was formed in 2019 to address the growing logistics and opportunities of the Standing Boy trails. SBI's board is comprised of a number of local stakeholders and community leaders who have been instrumental in the project to date. SBI's mission is:

> First, protect and preserve the natural beauty and abundant resources of the property for the benefit of present and future generations;
Second, create, maintain, and manage a spectacular natural-surface trail system that is consistent with the natural state of the property; and Third, leverage the natural beauty of the property and the trail system to

1. support sound forestry management and ecological practices on the property,
2. foster healthier, happier lives through physical activity in a natural environment, and 3. promote understanding, appreciation, and stewardship of nature.
SBI board members have been key project partners since day one and continue to work with IMBA TS, State Parks, and DNR to develop a high quality trail system for the region while minimizing negative impacts to the unique and important habitats at Standing Boy.

DNR
CVA-SORBA's primary goal is the development of high quality bike optimized and multiuse trails for the recreating public. They hope to increase the difficulty and style of
 riding opportunities. Furthermore, CVA-SORBA realizes the opportunity to provide greater Atlanta, especially south of the city, residents with more trail opportunities for daily and weekend riding. Lastly, they hope the trail development at Standing Boy will attract regional riders, including those from Florida, southern Alabama, and visiting the region from elsewhere.

## CVA-SORBA

 as Take a Kid Mountain Biking Day, group riding trips, and skills clinics.State Parks was a partner early on when the Standing Boy tract first came into state ownership. Now, State Parks is again the land manager and a key stakeholder for trail development. Their mission is "To protect our state's natural beauty and historic integrity while providing opportunities for public enjoyment and education." This mission completely fits within the larger project goals and SBI's mission. Together, State Parks and SBI are working with the Columbus municipal government to develop an intergovernmental agreement (IGA) which will allow for better and more efficient management of the property and trail system.
Active Forestry and Trails

## 3. Actively Managed Land and Mountain Bike Trails

 Great riding happens all over the world in a multitude of landscapes. Some of those lands are actively managed forests that use fire and timber harvest to meet goals for wildlife, ecology, and resource management. Well planned and managed trails can happily coexist and complement actively managed forestland. A key to developing trail systems on actively managed forestland is to understand the objectives of the land use. Aligning your trail system with the land managers' objectives is a proven way to ensure a successful project.We encourage the following practices to attenuate trail building and use on timber harvesting lands:
Identify active timber management plots and avoid those until post management.
When possible, build trails after timber is harvested.
If harvested areas will be burned or be subjected to other kinds of vegetation management, when possible, arrange the trail network so that some segments can be temporarily closed, and alternate routes will circumvent active burn plots. Possible burn plots can be identified by analyzing existing roads since the roads often work as firebreaks for sections of forest.
Forest roads often serve vital purposes as firebreaks and service routes. While locating a trail on a road may be desirable for connectivity through expensive trail building terrain, consider that the road may be closed to recreational use during active forestry activities. Troads (trails on roads) are first and foremost roads and shouldn't be converted into trails if the road is required for vehicle access.
Protect the trail tread and corridor by providing a 50 -foot to 100 -foot corridor on each side, except at designated equipment crossings. This maintains the canopy cover over the trail to increase shade, reduce erosion, and limit the growth of early successional species that require more frequent mowing or brushing.
Equipment crossings should mimic stream or wet terrain crossings, cross on the perpendicular in only a few locations. For timber harvest one crossing per 2,500 linear feet of trail is typical.
Provide signage at trailheads explaining safety guidelines and informing trail users that active forestry takes place on the land.
Trailside interpretive signage can be highly effective in educating the public about the forestry techniques, challenges, and benefits.

## Fire Management and Trails

 We encourage the following practices to attenuate trail building and use on lands affected by controlled fire or wildfire:

- Identify active fire plots and avoid those until after the fire is out, obviously.
- When possible, design and build trails soon after a fire.
- Fires burn up flagging tape. Consider burn schedules when scheduling flagging and resource review.
- As with timber harvesting, when possible, arrange the trail network so that some segments can be temporarily closed, and alternate routes will circumvent active
burn plots. Possible burn plots can be identified by analyzing existing roads, since the roads often work as firebreaks for sections of forest.
$\begin{aligned} & \text { - Troads (trails on roads) can be useful as firebreaks and service routes. Troads are first and foremost roads and shouldn't be converted into trails if the road is } \\ & \stackrel{\text { - }}{ } \\ & \text { - needed. Do not convert existing fire safety roads into trails but keep them as roads allowing access for emergency vehicles. }\end{aligned}$
- Singletrack trails may be useful as access routes or for a back-burn line. They generally do not provide ideal fire breaks.
- Avoid using plastic (HDPE) culverts because they can burn even in low temperature fires from the pipe acting as a chimney.
- Provide signage at trailheads explaining safety guidelines and informing trail users that controlled fires take place on the land.
- Trail signage should be able to withstand controlled burns.
Controlled fires can be used to improve the health of natural environments by clearing invasive species, reducing the risk of wildfires, restoring plant diversity, and
Overgrowth is cleared out, while large trees remain, making designing, building, and maintaining trails easier. In thick, dense forests that may be green nearly all year, the best time everto do planning and design is right after a burn. For trail construction, the first month after the burn is best. If not completed after a burn, it could be another decade until conditions are optimal.


 WRD and HPD divisions are preparing their findings and recommendations as they review the designed trail corridors. Corridor review has been established at 100 -feet, or 50 -feet from center line on each side. This allows the construction team to work with the review team to ensure minimal impacts to the site's important resources. Pending the final review, the trails described within this document are the February designed trails.

Recent conversations with the review team do not indicate any large re-alignment needs. The design and construction of the trails should incorporate the review team's recommendations per DNR guidance as trail development continues.

## Parking and Trailhead

DNR constructed a 30-car parking lot off of the Jordan Company Pond access road in early 2019. This is separate from the main hunting access road and sign-in kiosk. The site sits at the top of a small rise, after leaving Old River Road and prior to arriving at Jordan Company Pond. SBI replaced the existing gate at Old River Road with an automated gate to ease trail closures and openings. A second gate was installed just after the parking lot to prevent vehicles from driving the fire protection road out onto the Jordan Company Pond dam.

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The trailhead should contain easily identifiable signage and trail entrances and exits. If trails are directional, signage should be clear and concise to indicate so. Restroom facilities should be provided; portable toilets are acceptable but shading structures may be necessary to create better summer conditions. Potable water is often a benefit, and may be considered in the long term. A bike repair stand is a useful amenity and often something a club or local company can provide funding for


## Trail Management Objectives

 Trail management objectives (TMOs) are provided for all designed trails below. TMOs are specific to trails and help guide the construction, maintenance, and management of the trails throughout development and post-development. During construction the TMOs, trail difficulty guidelines, and trail type guidelines will be used together to ensure the built trail meets the design goals. Post-implementation during maintenance and management of the trails, TMOs should be revisited regularly to guarantee the trail continues to provide the intended experience for visitors.
## Segment 1 "Lil' Bit" (Easiest, cross-country, built)

 This segment connects from the trailhead to Hub H, near Jordan Company Pond, and back to the trailhead, forming a short loop. Trail width should be slightly more than typical easiest, cross-country trails within the system. The intended experience for Segment 1 is mountain bike skill development and short, gentle experiences. A wider tread and mellower grade will allow easier passing, more room to wander, chances for adults to use strollers or similar, and a reduced risk of new riders going off trail. Mountain bike skills stations are proposed along the trail, with clearly visible and signed optional entrances and exits. The skills features should be constructed out of native rock material, to mimic the more challenging features found in the Standing Boy trails and throughout many mountain biking trails. These low-risk, high-reward skills features should help riders develop balance, timing, power, and confidence. Features may include rough tread texture, short drops, skinnies, tight corridors, and more.
ideal conditions for easiest, cross-country trail development. Segment 2 will connect the
trailhead to Hub I. Hub I is a major intersection, with Segments $2,3,5$, and 6 coming
together there. Due to the nature of Segment 6 being a climb, Segment 2 may see
increased two-way traffic, and care should be taken to ensure good sightines and
plenty of speed slowing tactics are integrated and maintained. Segment 2 should be
gently rolling contour trail, optimized enough to provide an enjoyable modern mountain biking experience but still retain a traditional singletrack feel for hikers. Drainage
crossings should be mellow and rock armored if necessary. Trail texture should be low and meet the above guidelines. Optional, more-difficult lines should be incorporated as the terrain allows. These opportunities will help develop skill progression amongst riders. Together with Segments 3, 4, and 5 this segment should form a continuous trail experience.



## Segment 8 "Ironclad North" (More-difficult, cross-country, built)

## Segment 9 "Ironclad West" (More-difficult, cross-country, built)

A connector trail along the top of the Jordan Valley rim, this segment joins Hub B to Hub C and onto Hub D on the improved ridge road. This trail should be continuous in experience with Segments 8 and 10. It is intended for two-way traffic and should have adequate sightlines and speed checks as necessary. Rolling grade dips along the contour should be utilized as with every benchcut trail. The trail should incorporate optional trail obstacles as the terrain permits. Where the trail goes between Hub C and
Hub D care should be taken to not overly impact the open savanna and ensure the trail is moderately protected from precipitation. The viewpoint should be incorporated as desired.

## Segment 6 "Doughboy" (Easiest, cross-country, built)

Segment 7 exits Hub B and descends to the trailhead. It is intended to be the easiest gravity trail within the system. This trail should be highly optimized for bicycle traffic downhill. Management and maintenance should reflect this priority in visitor type and directionality as it will create a unique experience both locally and regionally as of this Master Plan. Increased grade per the skill and trail type guidelines may be incorporated where relevant to experience. Additionally, trail features should be more developed, including rollers and turns. Greater insloping and sclutping of trail tread to create a roller-coaster type feeling is required. This experience should be maintained, to ensure proper trail visitor dispersion, trail use, and consistent visitor experiences.
Segment 6 leaves Hub I and climbs steadily to Hub B. Segment 6 should be bike optimized for the ascending direction. Turns should be flat, platform turns, and provide gentle grades for beginner riders. The trail should incorporate rolling contour experiences while climbing. Sightlines should be adequate to account for possible downhill traffic, but downhill traffic is not intended for this segment. Turns should be constructed and maintained to prevent obvious shortcutting, especially by hikers.

## Segment 7 "The Bug" (Easiest, gravity, built)

created to challenge riders and create a variety of opportunities
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## Segment 13 "Lonely Hunter" (More-difficult,

## cross-country, built)

 loops down to Lake Oliver along two ridges, avoiding streams and wetlands and their associated buffers, through Hub 0 to Hub P. The segment should be a very traditional singletrack experience. Tread texture should be in the form of native rocks and roots, the corridor should be maintained tight enough to feel natural but still meeting the difficulty and type guidelines. Views of Lake Oliver should be incorporated tastefully, with attention to creating too many shortcuts or paths to the water's edge. Where crossing drainages, exposed bedrock is preferred as it is stable and will not impact stream bottom habitat or cause erosion. If bedrock is not present rock armoring may be required. Attention to the surrounding homes is needed to ensure the trail
remains visually and audibly hidden from the neighboring development. The trail should be rolling contour in nature, never trending up or down for very long.

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## Segment 25 "Istipapa" (Most-difficult, cross-country)

> Segment 25 would be the longest continuous segment at Standing Boy. This advanced singletrack is intended to provide a remote and challenging experience for riders, runners, and hikers. At almost three miles, this trail branches off of the existing Lonely Hunter loop, specifically Segment 15, and takes visitors out to Standing Boy Creek itself. Care should be taken to develop a narrow and rugged trail; this might mean much of Segment 25 is built by hand. Hand building by its nature leaves a bumpy and irregular trail surface. While exposed rocks are limited, any and all rock found during excavation should be replaced in the trail tread to provide appropriate rough texture. Segment 25 connects Hub R, where Segments 14 and 15 meet, to Hub S on the existing fire access road.

## Segment 26 "Cattywampus" (Most-difficult, cross-country)

Segment 26 will be similar to Segment 17. It will connect Hub E on Segment 10 to Hub 0 on Segment 13 . The terrain is not especially advanced, so care should be taken to
develop a most-difficult trail experience for riders and hikers. Any rocks found during excavation should be replaced in the trail tread to create a rough surface. Similar to
Segment 25 , hand building Segment 26 would help ensure an advanced experience and offer up a different trail style at Standing Boy. Providing multiple trail types at the
network will ensure a more diverse visitor population. Segment 26 , like Segments 17,25 , and 27 , should incorporate short steep pitches and awkward, tough, turns. These trail features will help mitigate visitor speed and create a more technical trail experience that focuses on bike movement and handling versus pure speed.

## Segment 27 "Chufi" (Most-difficult, cross-country)

 s, and with the steeper sideslopes on the northern slope of the ridge, a narrow bench will help create a feeling of exposure. Similar to Segments 17,26 and 27 ; this trail could be hand built to add to the rugged nature and provide a different trail type within the network.
## Segment 28 "Ridge Trail North" (hiking-only, existing road)

$$
\text { An existing old extraction route, Segment } 28 \text { is a double track that should see improvements for pedestrian use. Trimming and vegetation management, along with light }
$$ tread work in problem areas, will help create a hiking trail experience. Segment 28 connects the existing and future trailheads all the way to the high ridge in the center of the property at Hub D. On the way it also connects to Segment 29, another old road. Together with Segment 30 a short hiking-only loop is created. By having hiking-only trails, runners and walkers can self-select and help reduce visitor numbers on the shared-use cross-country trails.

## Segment 29 "Main Stage" (hiking-only, existing road)

Like Segment 28, Segment 27 is an existing old extraction route, mostly double track, that connects Segment 28 down to Hub I. Near Hub I a proposed hiker's parking lot could help disperse visitors even more. Segment 29 should see basic improvements for pedestrian use such as trimming and vegetation management, along with light tread work in problem areas.

## Segment 30 "Clovis" (hiking-only, existing road)

## Segment 32 "Viberations" (hiking-only)

Segment 32 is one of three hiking-only trails to be newly constructed. These singletrack trails will offer more intimate experiences than the existing double track roads of Segments 28-31, while connecting to them for longer distance adventures. Segment 32 would climb from Hub I, accessing a small hilltop where hikers and runners will have a view all to themselves during fall and winter, and on to Hubs $L$ and $M$. Segment 32 should be built narrow and rugged, to help reduce mountain biker interest. Stairs or corrals where Segment 32 ties into Segment 5 at both ends can help set the stage as a hiking-only trail.
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## Segment 33 "Kinard's" (hiking-only)

Similar to Segment 32, this trail will offer a lollipop style loop out to Lake Oliver. Segment 33 will connect Hub M to Hub N, where the loop of the lollipop will enter/exit. Segment 33 should be built with hikers in mind, creating a corral at the intersection with Segment 13 will help ensure riders don't accidently try this trail. The focus of hiking-only singletrack should be drainage. Runner and walkers do not need a highly manicured or sculpted trail tread, but ensuring minimal puddling and erosion damage is key to ensuring longevity.

## Segment 34 "Chief" (hiking-only)

Segment 34 provides a hiking only option on the north ridge. Departing Hub J and reconnecting at Hub K, this trail offers a similar opportunity to the shared-use advance Segment 27, but for hikers only. This will help disperse visitors. Because Hub J is adjacent to Hub I, a future hiking trailhead could easily access this trail, and together with Bimini could tie pedestrians back to Segments 32 and 33, creating variable loops for walkers and runners. As with Segments 32 and 33, stairs or corrals at intersections helps set the tone for the trail as hiking-only.

## Segment 31 "Ridge Trail South" (hiking-only, existing road)

An existing old extraction route, Segment 31 is a double track that should see improvements for pedestrian use. It is the counterpart to Segment 28, traveling up the ridge south of Jordan Company Pond to the high ridge in the central part of the trail system. It effectively connects Hub G with Hub D, by way of the improved access road on the high ridge. With Segment 28 these create a longer loop for hikers, allowing them to access many of the same places as the singletrack trails but offering an opportunity to have a quitter experience without interacting with mountain bikers. Improvements such as addressing puddles, vegetation, and drainage are important before opening to pedestrian use.
Segment 30 is another existing old extraction route/double track; it connects Segment 29 back to Segment 28 near the future trailhead. Improvements for hiking should include trimming and vegetation management, along with light tread work in problem areas. Rock armoring may be required in especially problematic wet areas.

## General Trail Maintenance and Management Recommendations

Trails should be managed by the recommended difficulty guidelines, trail type guidelines, and respective TMOs. Maintenance is an on-going cost and should be adequately
planned for. As noted in the trail type guidelines, typical annual maintenance budgets are $10 \%$ of install cost for cross-country trails and up to $20 \%$ of the construction cost
for gravity trails. At least $50-80 \%$ of the annual maintenance needs for all trails can be performed by adequately managed and trained volunteers. These tasks will include:
Corridor trimming.

- Downed tree removal.
- General clean up (branches, leaf litter, etc.).
- Minor drainage work (i.e. knicking out drains).
Professional assistance will be required, the frequency will depend upon on-going maintenance as well as weather patterns and use. Typically for cross-country trails professional maintenance will be required every 10-20 years, and will involve reroutes, major drainage work, or other large tasks. Gravity trails can expect needing professional help every 5-10 years. This will typically come in the form of feature rebuilding and upgrades.
 time-consuming. CVA-SORBA has the ability to provide much needed assistance in day-to-day upkeep of the trails, however as major work is required (especially on the gravity trails), professional help will be needed. Increasingly destination mountain bike trail systems are funding and hiring part- or full-time staff to provide maintenance to trail systems. Ensuring a quality, consistent, riding experience is key to attracting visitors and keeping a local riding community satisfied and growing.


## 8. Next Steps

## General Construction Notes

Creating the proposed trail network of traditional singletrack, mountain bike-optimized trails, and skills features will guarantee a unique destination drawing riders from afar while giving local residents an exhilarating outdoor activity close to home. Construction should be provided by a combination of professionals and volunteers. A qualified mountain bike trail builder is required to manage the work and ensure a high-quality riding experience. Skilled mountain bike trail builders should work on the mountain bike-optimized trails. A good rule of thumb is: A builder can only build to their riding ability; if you can't ride it, you shouldn't build it.

Volunteers can provide much of the preparation and finishing work between machine operators on the traditional singletrack trails, though volunteer involvement should occur during all construction. A phased plan of action will ensure continued enthusiasm for the Standing Boy trails.
Recommended Construction Phasing

To allow for long-term financial health, as well as match the community's growing mountain bike needs, the Standing Boy trails construction should be phased. Phasing әsечд моןәq әЧц Би! descriptions reflect built and proposed trails, cost opinions are provided for new planned trails only.

## Phase 1: Spring 2019

Phase 1 set the stage for the continued development of a robust mountain bike community at Standing Boy. The first phase included all beginner shared-use trails designed at that time, Segments 1, 2, 3, and 5. Segment 4 sustained significant tornado damaged and required a complete redesign. Existing gravel roads allowed for connectivity
Phase 2 built upon the success of Phase 1 with the addition of Segments $6,7,13,14,15$, and 16 . These created the beginner climb Doughboy and bike-only gravity descent The Bug, as well as adding the most of the large intermediate loop, Lonely Hunter. Together these new trails helped introduce a new style of mountain biking flowing, smooth, bike-only downhills and upped the progression of the park with blue shared-use singletrack.

## Phase 3: Spring 2020

Phase 3 added Segments 8, 9, and 12. In addition, more design flagging (resulting in this revised Master Plan) was completed around this time. These three segments completed the Lonely Hunter loop.

## Phase 4: Spring 2021

Phase 4 was completed in late 2020 and included newly designed and permitted trails. Segment 18, the first intermediate bike-only gravity, was completed during Phase 4. This trail provides a step up from The Bug, offering more progression and diversity in the trails. Segment 23, an extension of Primary Goods and redesigned Segment 4, the missing piece of Bimini, were also built in Phase 4. These two trails help disperse visitors and provide better loop connectivity and options for novice riders.

## Phase 5: Spring 2022

Phase 5 is the next planned phase of development at Standing Boy. Completing the inner blue loop, Segments 10 and 11, and adding a newly permitted trail, Segment 22 should be added as well, to provide a bypass for riders and runners wanting to skip the very rocky sections of Segments 14 and 15 . These trails will help with more dispersion, getting visitors spread out better based upon the experiences they seek. Additionally, Segment 22 will help relieve pressure on Segments 14 and 15, keeping these more technical and challenging.


## Use of Volunteers

Volunteers are the bedrock of any trail community. The very nature of trail use typically creates and supports volunteerism. Volunteers can be excellent sources of assistance during construction, and afterwards in regards to maintenance. While volunteers are an excellent way to help support trails in times of diminishing public lands budgets, it is important to remember they are only volunteers and that to create high quality trails professionals offer many added benefits and land managers are ultimately responsible for managing their lands and trails.
During construction it is important to involve volunteers to ensure community buy-in and knowledge transfer. Volunteer days help grow excitement in the community and give people a first glimpse of the property and trails. In addition, this is a great way for trail users to learn about what it takes to develop high quality trails and learn some of the skills that will be useful during maintenance efforts. Keys to success while using volunteers during construction include:
After implementation and as the trail system is used maintenance will be vital. Volunteers can be an excellent way for land managers to help keep trails running well. CVASORBA and DNR have a previously signed LUA which outlines maintenance assistance. As noted above volunteers can help provide some of the basic trail maintenance needs, but larger needs may require professionals. Some good points for successful volunteer maintenance assistance include: Volunteers assist land managers with maintenance, therefore they should always relay to land managers trail needs and solutions prior to implementing them Volunteers should only undertake the maintenance delegated to them by the land manager

- Land managers should empower volunteers and their organizations through trainings, education, and open communication

10. Appendixes
Appendix A: Maps


| Standing Boy Total Construction Opinion |  |  |  |  |  |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Segment | Difficulty Level | Type | Unit | Tread 1 (LF) | Tread 2 (LF) | Tread 3 (LF) | Rock Armor (SF) | Turn 1 (EA) | Turn 2 (EA) | Stabilization (SF) | Subtotals |  |
|  |  |  | Unit Rate | \$6.50 | \$9.50 | \$1.50 | \$20.00 | \$1,200.00 | \$2,000.00 | \$0.10 |  |  |
| 1 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 2 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 3 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 4 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 5 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 6 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 7 | Green | Gravity |  | COMPLETE |  |  |  |  |  |  |  |  |
| 8 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 9 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 10 | Blue | Shared-use |  | 5735 |  |  | 860 | 4 |  | 57350 | \$ | 65,017.50 |
| 11 | Blue | Shared-use |  | 6075 |  |  | 1367 | 10 |  | 60750 | \$ | 84,900.00 |
| 12 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 13 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 14 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 15 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 16 | Blue | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 17 | Black | Shared-use |  | 3050 |  |  | 305 | 0 |  | 30500 | \$ | 28,975.00 |
| 18 | Blue | Gravity |  | COMPLETE |  |  |  |  |  |  |  |  |
| 19 | Blue | Gravity |  |  | 7325 |  | 3296 |  | 6 | 73250 | \$ | 154,837.50 |
| 20 | Black | Gravity |  |  | 2035 |  | 1221 |  | 5 | 20350 | \$ | 55,787.50 |
| 21 | Black | Gravity |  |  | 1740 |  | 1044 |  | 2 | 17400 | \$ | 43,150.00 |
| 22 | Blue | Shared-use |  | 4990 |  |  | 749 | 1 |  | 49900 | \$ | 53,595.00 |
| 23 | Green | Shared-use |  | COMPLETE |  |  |  |  |  |  |  |  |
| 24 | Blue | Gravity |  |  | 1715 |  | 1029 |  | 4 | 17150 | \$ | 46,587.50 |
| 25 | Black | Shared-use |  | 14160 |  |  | 2832 | 1 |  | 141600 | \$ | 164,040.00 |
| 26 | Black | Shared-use |  | 3000 |  |  | 600 |  |  | 30000 | \$ | 34,500.00 |
| 27 | Black | Shared-use |  | 6445 |  |  | 1289 | 7 |  | 64450 | \$ | 82,517.50 |
| 28 | Black | Hiking |  |  |  | 3775 | 189 |  |  | 18875 | \$ | 11,325.00 |
| 29 | Black | Hiking |  |  |  | 3320 | 166 |  |  | 16600 | \$ | 9,960.00 |
| 30 | Black | Hiking |  |  |  | 4390 | 220 |  |  | 21950 | \$ | 13,170.00 |
| 31 | Black | Hiking |  |  |  | 3350 | 168 |  |  | 16750 | \$ | 10,050.00 |
| 32 | Black | Hiking |  |  |  | 5950 | 298 |  |  | 29750 | \$ | 17,850.00 |
| 33 | Black | Hiking |  |  |  | 6320 | 316 |  |  | 31600 | \$ | 18,960.00 |
| 34 | Black | Hiking |  |  |  | 5725 | 286 |  |  | 28625 | \$ | 17,175.00 |
|  |  |  | Totals | 43455 | 12815 | 32830 | 16233 | 23 | 17 | 726850 |  |  |
| Construction Subtotal |  |  |  |  |  |  |  |  |  |  |  | \$912,397.50 |
| Mobilization |  |  |  |  |  |  |  |  |  |  |  | \$20,000.00 |
| Signage |  |  |  |  |  |  |  |  |  |  |  | \$20,000.00 |
| SubTotal |  |  |  |  |  |  |  |  |  |  |  |  |
| 10\% Contingency |  |  |  |  |  |  |  |  |  |  |  | \$91,239.75 |
| Grand Total |  |  |  |  |  |  |  |  |  |  | \$1 | ,043,637.25 |




Trails and parks also provide informal opportunities for people to meet and interact with others in a natural setting. Connection to nature is paramount to maintaining the health of the environment and making the outdoors relevant and accessible to all. Trails serve a diverse population and cultivate unity and stewardship in the community. Trails can even revitalize blighted areas, for example, turning landfills into bike parks or gravel pits into trailheads.
Trails make communities better places to live by preserving and creating open spaces for recreation. Greenways function as hands-on environmental classrooms for people of all ages, providing opportunities to enjoy nature close up. With its abundant plant life, open spaces can decrease pollution, protect water quality, and reduce soil erosion. Economic growth and property values are also tied to open space as buyers are generally willing to pay more for property located close to parks and open space. The recreation, health, economic, and environmental benefits of trails can contribute to an overall enhanced quality of life in nearby communities.

## Preserving Open Space


recreation contributes $\$ 27.3$ billion annually to the
state economy. The Georgia outdoor recreation
state economy. The Georgia outdoor recreation
economy also:

- Supports more than 238,000 direct jobs across the state.
and salaries.
- Generates more than $\$ 8.1$ billion in wages
Generates $\$ 1.8$ billion in state and local taxes.
Appendix D: Present Day Mountain Bicycling
The sport of mountain biking has evolved radically since its recognized birth in the mid-1980s. Bicyclists began tinkering with fat tires to hybridize bicycles so that they could leave the paved roads to explore dirt roads and singletrack trails. Lower gearing, powerful brakes, and lightweight frames allowed riders to get further in a single backcountry outing than hikers or runners. accommodate any skill level from beginner to expert. Today's riders are sophisticated, desiring every possible choice, from taking young children on gently groomed trails to
seeking intense experiences with higher consequences. Not only has the pastime grown in popularity to meet the needs of enthusiast riders, it has widened in diversity to
accommodate a wide variety of trail experiences. When the sport began, there was a strong emphasis on advanced riding. Trails were very difficult, and bikes were not kid
friendly. Both issues have now been solved with the development of progressive, modern trail systems and bike park facilities.
Mountain bikes and riders continue to evolve, with dozens of types of mountain bicycling alternatives. Purpose-built trails, bike parks, and amenities have improved to (

A 2018 economic impact study released by the Walton Family Foundation describes in detail the $\$ 137$ million benefit from trails in Northwest Arkansas to the Arkansas economy in 2017, of which $\mathbf{\$ 2 7}$ million came from tourism dollars.



## Singletrack Trails

Singletrack trails are the bedrock of mountain biking. Singletrack differs from dirt roads and doubletrack mostly by trail width. Whereas the latter two routes allow users to travel side by side, singletrack is narrow enough that users must travel only in single file. Singletrack takes on a wide variety of flavors from smooth and rolling to rough and rowdy. Trails are designed and constructed to meet certain experience goals, with some of the most important factors being intended user groups, directionality, and difficulty level.

## Traditional Singletrack

These natural surface trails are most often multiuse and typify what most people envision when they hear the word trail. Traditional singletrack trails should be constructed and maintained using techniques that minimize user conflict and maximize a natural surface texture and trail corridor, the area above and to the sides of the trail. This type of trail should be narrower than a flow trail, to reduce speed. These trails will see both bike and foot traffic, so care should be taken to avoid obstacles or features such as jumps, rollers, or water bars that might exclude some user types. Turns will be constructed sustainably but will not be cambered or bermed to optimize cornering traction for bikes.

## Mountain Bike Trails

Flow Trails

$$
\begin{aligned}
& \text { Flow trails are purpose-built or modified singletrack trails, the majority of which contain a high density of specific features to enhance the riding experience and provide } \\
& \text { challenge. They harness gravity so that riders feel as though they are flowing through a succession of exhilarating features from top to bottom. These trails are directional, in } \\
& \text { order to promote optimal circulation patterns, maximize the visitor experience, and minimize user conflict. Flow trails do not have to compromise their downhill design in } \\
& \text { consideration of riders traveling in both directions. } \\
& \text { These descending trails are designed to provide a "roller coaster" sensation to users by maximizing the efficiencies afforded by a bicycle and by counteracting forces that } \\
& \text { direct a user off of the trail. Berms and cambered tread surfaces, for example, promote traction, safety, sustainability, and enjoyment. These trails are never extreme, } \\
& \text { dangerous, or steep; challenge is provided by rewarding progressive skill development and incorporating features that can always be rolled but may be jumped. While a flow } \\
& \text { trail is singletrack, the tread surface itself should be wider in areas where it is anticipated that less-experienced visitors may need a greater margin of error. } \\
& \text { The climbing trails that access flow trails are designed to provide a variety of optional technical climbing challenges while maximizing elevation gain and minimizing user } \\
& \text { exertion to allow riders to conserve energy for the descent. Typically, the maximum density of bike-optimized singletrack is } 1 \text { mile per } 10 \text { acres of suitable terrain. }
\end{aligned}
$$



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## Tot Track

 A tot track is designed for smaller bicycles and users. It features reduced-sized rollers as well as low-angle bermed turns. It has features that can accommodate balance bicycles as well as regular bikes with short wheelbases. The tot track is designed for the least skilled of riders. These facilities are recommended near existing recreational facilities, such as playgrounds. Tot tracks are essentially smaller versions of pump parks, and like pump parks can be dirt or a hardened surface. Asphalt is the recommended surface material for tot tracks. Asphalt is more expensive to install but greatly reduces maintenance costs and importantly, provides a consistent high-quality experience for the users.> well managed manner. Bike parks are typically located in an existing park or similar area.


## Pump Park

A pump park (also known as a pump track) is designed to help cyclists of all skill
levels to improve their riding skills. Pump parks are multidirectional and allow
users to create their own routes through the rollers, berms, and jump features. A pump park will foster more organic and creative riding that stimulates both novice and skilled riders. Riding a pump park is an extremely anaerobic activity, so it is recommended that suitable seating and shade structures be installed for users to rest between sessions.

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Skills Area

Dirt jumps consist of tabletops ranging in height from 3 to 6 feet, spaced to maximize a rider's ability to flow from one jump to the next without having to pedal. Dirt jump areas are designed so that the start hill is the highest elevation point and provides sufficient gravity to propel riders into the jump lines. Dirt jumps are incredibly fun, a great workout, and an excellent practice area for building solid bike jumping skills. These areas are designed to be ridden in one direction, eliminating potential conflicts. Dirt jumps require soil with a high percentage of clay ( $60-70 \%$ ) that compacts very hard, minimizing rolling resistance and standing up to heavy use and high shearing forces.
Installing engineered structures for the jump takeoffs substantially minimizes maintenance and improves the consistency of the user experience. Structures, such as ramps with lips, can be fabricated with steel and wood or hardened with asphalt and at times with concrete.

for drainage and frequent trail use may
pe for drainage, and frequent trail use may
A new trail construction method, "lift and tilt," is a way of raising the tread above the existing grade while simultaneously lowering the grade of areas off the trail that act as natural drains. This enhances tread drainage while increasing the fun factor for mountain bikers. Borrow basins are dug to harvest suitable mineral soil to lift and tilt the tread. Woody debris is used to replace the soil taken from the borrow basins, which are then masked and blended with organics to create natural-looking low points for drainage. This technique holds the rider on the trail while directing water off the tread into the basins. This method can be implemented on any scale, using smaller machines to provide a singletrack feel or larger machines to create wide trails with a true bike park flow. Visitor numbers, rainfall, and soil type may require the use of culverts and sumps to keep trails ridable while providing drainage. The trail can have an increased emphasis on fun, flow, and airtime depending on the designated trail user.

## Lifted and Tilted Tread Type eradicate an outslope within a short time

Traditional rolling contour trails run along the side of a slope, perpendicular to the fall line. They are constructed with an outsloped tread to allow cross-slope drainage of runoff. However, not all proposed trail locations have enough sides

## Technical Challenge Loop

 Users looking to practice intermediate to advanced level technical riding skills in a low-consequence environment can utilize the technical challenge loop. This type of trail can feature numerous optional skill stations such as drops, jumps, rock gardens, and rollovers that directly challenge technical riding skills. Users can practice on natural and man-made features designed to teach advanced mountain bicycling skills. Typically, these features mimic the skills areas features but to a higher degree of difficulty. Aesthetics can be important, as is matching natural trail conditions, therefore dirt, wood, and rocks are the most commonly used materials.lope for drainage, and frequent trail use may


This practice spreads out visitors and helps reduce trail user conflict. Signage includes difficulty levels at every hub and wherever necessary in the trail system to help users choose trails based on their skill levels and desired experience. A cluster is a concentration of trails with all levels of difficulty.
rity In most cases, the trails contour gently up or down for consistent lengths to maximize climbs and
descents This is known as rolling contour desig. All shared-use trails should be of rolling contour design to minimize impact and sedimentation in the watershed. the most challenging trails and terrain will be further away from the parking hubs, rewarding those willing to travel longer distances. This is also a proven risk management Putting the difficult segments further out of reach of beginners, and giving riders time and distance to warm up before reaching those technical segments, provides a level of safety in the system.

## Trailheads

Well-placed trailheads and parking lots contribute to a successful trail system. Trailheads should be located in areas of lower elevation, as most trail users prefer outbound climbs with inbound descents back to the parking area. This also helps mitigate risk by allowing fatigued riders an easier route back to their starting point. This is especially true for mountain bikers, and necessary for families and beginners. Trailheads should offer information useful for the trail users, including trail maps, location information, emergency contact details, and volunteer information.
Trail Design and Construction
It is optimal to flag corridors just before the permitting review team is available to physically tour the flag line, so as not to lose flags from sunlight, wind, animals, humans, and other elements. Design and flagging costs will depend on conditions, accessibility, terrain, time of year, and other factors. It is recommended a professional mountain bike trail designer be contracted to provide design as needed. Flagging should not outpace anticipated construction. Design should include design development documents to ensure the construction team creates the experience intended and does not ruin future opportunities.
Creating the proposed trail network of traditional singletrack trails and mountain bike-optimized trails will guarantee a unique destination drawing riders from afar while giving local residents an exhilarating outdoor activity close to home. Construction should be provided by a combination of professionals and volunteers. Skilled mountain
bike trail builders should perform most work, especially the mountain bike-optimized trails. Volunteers can provide much of the preparation and finishing work between machine operators on the traditional singletrack trails, though volunteer involvement should occur during all construction. A phased plan of action will ensure continued enthusiasm for the Standing Boy trails. Machines applicable to the landscape and style of trails include: mini-excavators, mini-skid steers, tracked haulers, and plate
 build to their riding ability; if you can't ride it, you shouldn't build it.

## Sustainability

 the surrounding natural area. A sustainable trail also appeals to and serves a variety of users. It is designed to provide enjoyable and challenging experiences for visitors by
 protecting the land's sensitive resources. For additional trail design, construction, and maintenance techniques, refer to Trail Solutions: IMBA's Guide to Building Sweet Singletrack. These guidelines are appropriate for any hike, bike, or equestrian trail.

## Trail Flow

With good flow, the speed at which a rider travels on the trail should be fairly consistent, and the rider will not have to brake and accelerate frequently. Transitions between faster and slower speeds need to be gradual, with progressively increasing and decreasing turn radii and frequent uphill segments to reduce speed where needed. Steep downhill grades should not come right before tight turns. Adjusting the cross slope of the trail tread to match the flow also helps riders stay on the trail and allows higher speeds. Designing trails with flow in mind not only provides a high quality trail experience, it helps mitigate erosion issues from runoff and use.

## Appendix F: Signage

The development of a mountain bike trail network requires the development of a comprehensive system of signs. Signs are the most important communication tool between land managers and trail users. A well-implemented and maintained signage system enhances the user experience by helping visitors navigate the trail network and providing information about the area. Signage also plays a critical role in managing risk and deploying emergency services.
Recommended signage for the trails should be simple, uncluttered, and obvious; with a sign at every major intersection to help users stay on track. Signs should meet the needs of all users, from the daily trail user to someone who is experiencing the trails for the first time. In order to serve the variety of visitors, sign placement should be
strategic and frequent. Because signs can intrude on the natural outdoor experience, balancing competing interests is key to developing a successful signage program.
A variety of signs can be created to help users identify trails and their location, select routes, remain confident in their trail choices, guide users to destinations and key points of interest, and provide information on regulations and allowed uses. Signage can also be interpretative; helping visitors learn about responsible recreation and trail etiquette, learn about resource protection, and reduce risk and hazards.
Informational signs: Usually positioned at the trailhead and major intersections. Provide details such as trail length and difficulty. These include trailhead identification signs (from a road); signs at a trailhead kiosk with a complete map and description of all the nearby trails and facilities, local regulations, emergency contact information, and educational messages; trail intersection signs; waymarks; difficulty rating signs; and trail length or elevation gain and loss signs.

## Sign Types

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Regulatory signs: Delineate rules, such as prohibited activities, direction of travel, or other restrictions. Directional signs: Provide navigational information.

[^5]
## EXHIBIT C:

## TRAILHEAD MASTER PLAN



## Introduction

## Project Goals

$$
\begin{aligned}
& \text { The Standing Boy Preserve will teature nearly } 30 \text {-miles of mountain bike trails } \\
& \text { that will attract many local and regional visitors to the park. The next step in the } \\
& \text { project's development is the design and implementation of the trailhead. A } \\
& \text { trailhead should be easy to access from the main entry, facilitate circulation to } \\
& \text { and from the trail system, and provide visitors with necessary amenities when } \\
& \text { visiting the park. Common amenities include restrooms, water fountain, bike } \\
& \text { repair stand, seating, shade structures, signage, and wayfinding. These } \\
& \text { supporting features will add to the enjoyable experience of the park and will help } \\
& \text { the park grow into a regional destination. This report explains the design of the } \\
& \text { trailhead and considerations for next steps. }
\end{aligned}
$$

## Site conditions

 The proposed trailhead and parking lot are located near the existing entrance to the preserve at the intersection of Old River Road and the existing dirt access road. This location provides quick and convenient access to the trail system. The site provides suitable terrain for the construction of a parking lot and trailhead amenities. Most of the vegetation consists of small trees with a few large pine trees. The parking lot is currently proposed on the west side of the existing dirt access road. With the parking lot on the west side, users can easily connect to the trail system via the Primary Goods trail and will not have to cross the dirt access road.Seating areas and shade structures are recommended to provide comfortable resting and meeting areas. Many times, users will come to the park for a good part of the day and will be looking for a place to picnic, rest, or meet with other riders. Other users will visit the park with family members who choose not to ride but would like to sit and enjoy the outdoors. Riders will commonly take breaks at shelters to refuel in between rides and at the end of a visit. The shelters serve as meeting locations to wait for other riders to arrive at the park. Picnic tables and/or benches are recommended within the shelters. Trash receptacles are recommended to be located nearby and clearly visible. Along with serving riders, the shade structures help protect site furniture from the outdoor elements and extend their usable lifetime. Considering the humid climate, a metal roof is recommended to withstand the elements.

## Parking lot

[^6] The parking is lot is designed for two-way circulation that will provide flexible circulation. The spaces are laid out 90 -degrees to the drive aisles and should be provided with a wheel stop to delineate spaces. A gravel path is recommended along the perimeter of the parking lot to provide access to the restrooms, shelters, and entrance to the trail system.

Before construction, the limit of work should be clearly marked, and all tree protection and erosion/sediment control measures should be in place. A silt fence is commonly used around the perimeter to prevent the dispersal of sediment from the limit of work. Mulch can be applied in addition to the silt fence. The site will require clearing, grubbing, and removal of debris. Some slight grading of the site is expected. The parking lot should be relatively flat with slopes in the range of $2 \%$. The parking lot should be sloped to drain to the existing swale along the access road. Once the site has been cleared, $4-6 "$ of the top soil shall be removed and relocated from the parking lot area. The subgrade will need to be properly compacted before adding the surfacing material. The proposed parking lot surfacing is gravel. Typically, 4-6" of gravel is recommended for parking areas. Mixing in smaller particles, sometimes referred to as fines, into the gravel mix can improve compaction. Over time, the soil may settle in areas, and additional gravel may be required in some areas. Maintenance is expected to be minimal and should only require removal of weeds and occasional addition of gravel.

Item \#11.


## Restrooms and related facilities

Restrooms should be easily accessible, visible, and well maintained. It is best to locate the restrooms away from kiosks or other gathering areas to allow for some privacy. The proposed restroom area is located at the southern end of the proposed parking lot. This location is close to the entry to the trail system while being slightly removed to allow for some separation. For immediate development, a pit or composting toilet is recommended. One or two facilities or stalls would be appropriate for the site, and additional facilities can be added as needed. Once a water line connection can be made to the site, a larger bathroom facility can be constructed along with a water fountain. The water fountain should be located near the restroom facility. Bike racks should be provided for users to place their bikes and keep them out of congested areas and walkways. Many times, riders will frequent trails before, during, or after work or other outings. Users will often need a space to change into riding clothes. Riders who

 ease of access.


## Bike repair station

## Signage and Wayfinding

Signage that is easily identifiable should be provided to guide users through the trailhead and lead them to the trail system. The parking area should be clearly marked, and a sign should be placed at the entrance to the parking lot to direct users. Directional signs should be located throughout the trailhead area to direct

 help visitors learn about responsible recreation, trail etiquette, and resource protection, as well as how to reduce risk and hazards.

A kiosk should be provided and contain a map of the trail system, hours of operation, and emergency contact information. The kiosk is proposed at an intersection hub that can be enhanced with seating, shade structures, overhead
 As shown on the following page, overhead structures with trail signage and/or park branding serve as clear indicators of the start of the trail and act as unique design elements of the park.

The path that borders the parking lot crosses the drive aisles in two locations. Trail crossing signage should be immediately visible to drivers. Sight triangles are provided on the plan to delineate areas to remain clear to provide visibility between pedestrians/cyclists and motorists. Signage of the speed limit should be provided at the entry to the park and parking lot to manage speed.



## EXHIBIT D:

## MANAGEMENT AGREEMENT

# MANAGEMENT AGREEMENT FOR <br> THE STANDING BOY PRESERVE 

The Columbus Consolidated Government of Muscogee County, Georgia (the "City") and Standing Boy, Inc., a Georgia nonprofit corporation ("SBI"), enter into this Agreement regarding the property located in Muscogee County commonly known as Standing Boy Trails or the Standing Boy Preserve (the "Preserve") effective as of the date provided below.

## BACKGROUND

1. Intergovernmental Agreement. The City and The Georgia Department of Natural Resources (the "Department") have executed concurrently with this Agreement an intergovernmental agreement with an effective date of $\qquad$ (the "IGA") that grants the City control of the Preserve for the time period and under the conditions provided therein.
2. Standing Boy, Inc. Standing Boy, Inc. ("SBI") is a Georgia nonprofit corporation that exists to:

First, protect and preserve the natural beauty and abundant resources of the Preserve for the benefit of present and future generations;
Second, create, maintain, and manage a spectacular natural-surface trail system that is consistent with the natural state of the Preserve; and
Third, leverage the natural beauty of the Preserve and the trail system to:
(i) support sound forestry management and ecological practices on the Preserve,
(ii) foster healthier, happier lives through physical activity in a natural environment, and
(iii) promote appreciation, understanding, and stewardship of nature.
3. The Benefits of the Preserve to the Parties. The City and SBI both wish to see the Preserve maintained in its natural state and utilized by residents and visitors for outdoor recreation. In addition to the often-recognized benefits of natural-surface trails, such as increasing appreciation for and stewardship of nature and improving overall wellness, the City and SBI believe a high-quality, well-maintained trail system on the Preserve will aid ongoing efforts to attract and retain desirable businesses and workers as well as confer a meaningful economic impact from tourism.

## AGREEMENT

The parties agree as follows for valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. INCORPORATION OF IGA. The IGA is incorporated into this Agreement and all terms in this Agreement shall have the meanings assigned to them in the IGA.
2. EFFECTIVE DATE. This Agreement shall become effective on the Effective Date of the IGA.
3. OBLIGATIONS AND RIGHTS OF SBI.
3.1. Construction of Trail System and Trailhead. SBI shall construct the Trail System and a Trailhead sufficient for the Trail System and may construct Maintenance Facilities as needed, provided that construction of new parking areas or permanent structures (e.g., a shed for tools and equipment) shall require prior approval from the City.
3.2. Events. SBI may permit organized hikes, runs, rides, or other similar gatherings for which participants must pay an entry or other similar fee ("Events") on the Trail System and may close all or a portion of the Trail System to the general public during such events, provided that
(a) All Events shall be subject to trail closures due to poor trail conditions (i.e., the trails are too wet) or otherwise present a danger to public health or safety;
(b) All promotional, registration, and other similar materials for an Event must inform participants of the possibility the Event will be cancelled or rescheduled because the Trail System is closed due to trail conditions; and
(c) As a condition for the approval of any Event, SBI shall require the event organizer to submit an adequate event plan for the Event, which must demonstrate, as appropriate, adequate provisions for liability issues (including but not limited to insurance) as well as parking, restroom facilities, and removal of all marking tape and litter from all areas of the Preserve, including but not limited to the portion of the Trail System used for the Event.
3.3. Hours of Operation. SBI shall open and close the Trail System and gate allowing access to the Trailhead so that the Preserve is open and available to the general public in accordance with the IGA. In doing so, SBI shall
(a) Set regular hours of operation, post such hours at www.standingboy.org, and install signage at the Trailhead directing users to the website for hours of operation; and
(b) Determine when use of the Trail System would damage the Trail System to an extent that the Trail System and Trailhead should be closed during regular hours of operation and post notice of such closures are www.standingboy.org;
provided, however, that the Trail System shall be subject to closure by the City if necessary for public health or safety or other similar reasons.
3.4. Hunting Days. On days when the Department exercises its authority under the IGA to conduct hunts, SBI, and not the City, shall be responsible for coordinating with the Department to make any adjustments to the management of the Trail System and Trailhead or take any other actions that are necessary to accommodate the joint use of the property on those days.
3.5. Fees and Revenue. SBI shall impose, collect, and enforce the parking fee contemplated under the IGA and expend the resulting revenue in accordance with the IGA, provided that:
(a) The parking fee shall be $\$ 5$ per day or $\$ 100$ per year, with such amounts being subject to change via a separate agreement between the parties;
(b) In enforcing the parking fee, SBI shall make reasonable efforts to encourage voluntary compliance and issue warnings to persons who do not pay the parking fee; however, SBI shall have the unqualified right to tow any vehicles for which the parking fee has not been paid assuming that all legally required signage for such towing from private property has been posted; and
(c) To prevent safety issues and support the collection of the parking fee, the City shall prohibit parking in the right-of-way along the portion of Old River Road that is adjacent to the Preserve.
3.6. Maintenance of Trail System, Trailhead, and Maintenance Facilities. SBI shall have total responsibility for maintaining and managing the Trail System, Trailhead, and Maintenance Facilities in accordance with the IGA. SBI shall pay all utilities incurred in doing so, including but not limited to power for the automated gate and water for the Trailhead.
3.7. Rights of SBI are Exclusive. SBI's rights and responsibilities under Sections 3.1 through 3.6 shall be exclusive.
3.8. Insurance. SBI shall
(a) provide for its own employees and require all contractors to provide liability insurance and Worker's Compensation coverage as required under the IGA, and
(b) cause the Department and the City to be named as additional insureds under the SORBA Policy or other general liability insurance policy satisfying the requirements of the IGA.
3.9. Maintenance of Reserves. Beginning in 2025, SBI shall make reasonable efforts to establish and maintain a reserve fund of $\$ 50,000$.
3.10. Adherence to IGA; Cooperation with the City. In the performance of its obligations and duties, SBI shall satisfy all requirements of the IGA and provide to the City any information requested by the City for the purpose of ensuring such compliance.

## 4. OBLIGATIONS OF THE CITY.

4.1. Law Enforcement and Emergency Response. The City shall provide all law enforcement and emergency response services for the Preserve, and nothing in this Agreement shall be construed as an assumption by SBI of any responsibilities to retain private security or provide private emergency response.
4.2. Grants. Upon request from SBI, the City shall make reasonable efforts to assist SBI in applying for grants and other similar sources of funding by indicating assent to or support for such application, allowing SBI to prepare an application on behalf of the City (with such application being subject to approval by the City), or taking other similar actions; provided, however that the City shall have no additional obligations to assist in the preparation of such application or financially obligate itself with respect to such applications.

## 5. LIABILITY, WAIVERS, AND INDEMNIFICATION.

5.1. Liability and Indemnification. SBI hereby releases and indemnifies the City and its representatives, officials, and employees from any and all injuries and damages, to include reasonable attorneys' fees and costs of litigation, suffered by persons using the Trail System and all employees, contractors, volunteers, and other similar persons acting on the Preserve and under SBI's direction.
5.2. Conditions for Use of Trail System. SBI shall make use of the Trail System and all volunteer activities contingent upon the assumption of certain duties and risks as well as the release of certain claims as provided in "Exhibit A." These rules and terms of use shall be imposed on users and volunteers by posting them on www.standingboy.org and at the Trailhead.

Additionally, SBI shall require volunteers to sign a release and indemnification similar to "Exhibit B," provided that the signing of such release shall not imply that volunteers do not effectively accept the trail rules and terms of use by engaging in volunteer activities. The trail rules, terms of use, and release may be modified by the parties via a separate agreement.

## 6. MISCELLANEOUS PROVISIONS.

6.1. Communications. All communications to SBI shall be directed to the Chairperson of Standing Boy, Inc. at trails@standingboy.org. All communications to the City shall be directed to $\qquad$ .
6.2. Duration. This Agreement shall continue for the duration of the IGA.

### 6.3. Termination.

6.3.1. For Cause. The City may terminate this Agreement upon 45 days written notice to SBI if SBI defaults by failing to perform any of its obligations or duties hereunder and such continues for 30 days after such notice. The failure of the City to exercise such rights after one or more defaults shall not be a waiver of the rights of the City upon any subsequent default.
6.3.2. At Will. Any party may terminate this Agreement at-will upon 365 days written notice to the other party.
6.4. Jurisdiction. This Agreement will be governed in accordance with the laws of the State of Georgia. Both parties submit to jurisdiction and venue in Muscogee County, Georgia. Both parties also agree to acknowledge service upon receipt of process by mail.
6.5. No Waiver. No waiver by either party of any default waives any prior or subsequent default of the same or other provisions of this Agreement.
6.6. Severability. If any term, clause, or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, its invalidity does not affect the validity or operation of any other term, clause, or provision. The invalid term, clause, or provision is severed from the Agreement.
6.7. Integration and Amendment. This Agreement constitutes the entire understanding of the Parties. It revokes and supersedes all prior agreements between the Parties and is a final expression of their Agreement. Unless expressly provided otherwise, it cannot be modified or amended except by a writing signed by the Parties and specifically referring to this Agreement.
6.8. Headings. The headings in this Agreement are for convenience only and do not limit, add to, or alter in any manner the substance of any provision.
[ signatures on following page ]

The parties hereby execute this Agreement as of $\qquad$ , 2022.

## COLUMBUS CONSOLIDATED GOVERNMENT OF MUSCOGEE COUNTY, GEORGIA

## STANDING BOY, INC.

By: $\qquad$
Its: $\qquad$


Blake Melton, Chair

## EXHIBIT A: <br> RULES AND TERMS OF USE

## RULES OF THE TRAIL FOR ALL USERS

1. Respect Trail Closures. Visit www.standingboy.org for more information.
2. Leave No Trace. Don't litter and don't cut corners.
3. Do Not Alter the Trails. Instead, volunteer at the next trail workday.
4. Take Complete Responsibly for Your Safety. The trails are not an amusement park or fitness facility.
5. Maintain Control of Your Dog. For everyone's safety, including your dog's.
6. Only One Earbud. You can't be considerate of others if you can't hear them.
7. Be Nice, Say "Hi." When you encounter others, be courteous and use common sense.

## ADDITIONAL <br> RULES OF THE TRAIL FOR RIDERS

1. Wear Appropriate Protective Gear. Always wear a modern, mountain-bike-specific helmet suitable for the riding you are doing. Depending on your skill level and the riding you are doing, consider knee pads, elbow pads, a full-face helmet, and other body armor. If in doubt, put it on.
2. Use an Appropriate Bike in Good Repair. Use a bike appropriate for your skill level and the riding you are doing. Make sure it is in good repair.
3. Ride Under Control at All Times. Some trails require advanced skills. Never attempt to ride beyond your current abilities and equipment.
4. Scout Before You Send. The trails are natural-surface trails that change daily and are not inspected regularly.

## TERMS OF USE

By entering this property, you voluntarily and willingly affirm and make the following understandings, representations, and agreements, for which your use of this property constitutes adequate consideration.

## You understand that

1. This property is a natural environment that entails numerous inherent risks, including but not limited to steep slopes, holes, roots, rocks, unstable or slippery surfaces, falling objects such as branches and trees, poisonous plants, dangerous wildlife, and adverse weather conditions.
2. Many of the trails are designed, constructed, and maintained to difficult physical and technical challenges, which involve high levels of risk, including serious injury or death.
3. Trail characteristics and conditions change regularly as the result usage, erosion, trail work, and other similar factors, the trails are not regularly inspected, and it may be some time before volunteers identify and are able to address damaged sections of trail.
4. Since this property is open to the public, you or your property may be injured by the negligent or intentional actions of other persons.
5. If you have induced a legally incompetent person (including but not limited to a minor) to be upon this property, you are wholly responsible for their conduct and safety.

## You represent and agree that

6. You have reviewed and fully comprehend this agreement and the rules of the trail, and you will abide by the rules of the trail at all times.
7. This agreement applies to all activities undertaken on this property, including but not limited trail construction and maintenance or other similar volunteer activities;
8. You are in good health and have the requisite physical fitness, outdoor knowledge, and (if applicable) bike riding experience and skills to enjoy this property in a safe manner.
9. You release and indemnify the Owners from any and all liability or responsibility, including but not limited to attorney's fees and costs, for all injuries or damages directly or indirectly related to use of this property by yourself or legally incompetent persons you have induced to be on this property.
10. The term "Owners" includes the Georgia Department of Natural Resources, Columbus Consolidated Government of Muscogee County, Georgia, Standing Boy, Inc., the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association, and all partners, affiliates, officers, members, employees, volunteers of any of the foregoing.
11. You consent to jurisdiction and venue in Muscogee County, Georgia.

EXHIBIT B:

## VOLUNTEER RELEASE AND INDEMNIFICATION

## VOLUNTEER RELEASE AND INDEMNIFICATION

The undersigned affirms and makes the following understandings, representations, and agreements as a condition of participation in the volunteer activities, with the opportunity to participate in such activities constituting adequate consideration.

1. Volunteer activities include any and all activities directly or indirectly related to the exempt purposes of the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association or Standing Boy, Inc., regardless of whether such activities occur under the direct supervision either entity or on a property managed or controlled by either entity.
2. Volunteer activities will, without limitation, (i) involve the use of the use and maintenance of dangerous tools or equipment, (ii) be conducted in a natural environment that entails numerous inherent risks, including but not limited to steep slopes, holes, roots, rocks, unstable or slippery surfaces, falling objects such as branches and trees, poisonous plants, dangerous wildlife, and adverse weather conditions, (iii) be undertaken in conjunction with other volunteers, which means you could be injured by the negligent or intentional actions of other volunteers, and (iv) involve risks that include, without limitation, serious bodily injury and death.
3. You will abide at all times by the parameters and safety guidelines for a volunteer activity and will not undertake any activity for which you do not have the requisite fitness, knowledge, or skill.
4. You assume full responsibility for evaluating the safety of and using any tools or equipment provided by you, another volunteer, or a Sponsor.
5. On behalf of yourself and any minors you have induced to engage in any volunteer activity, you release and indemnify the Sponsors from any and all liability or responsibility, including but not limited to attorney's fees and costs, for all injuries or damages directly or indirectly related to the volunteer activity.
6. The term "Sponsor" includes the Chattahoochee Valley Area chapter of the Southern Off-Road Bicycle Association, Standing Boy, Inc., the Georgia Department of Natural Resources, Columbus, Georgia Consolidated Government, and all partners, affiliates, officers, members, employees, volunteers of any of the foregoing.
7. This agreement shall bind your heirs, administrators, successors, and assigns.
8. You consent to jurisdiction and venue in Muscogee County, Georgia.
9. This agreement shall remain in effect until revoked by you in a writing delivered to trail@standingboy.org.

## [ sign ]

[print name]

Date: $\qquad$

## File Attachments for Item:

12. $\mathbf{\$ 1 0 , 0 0 0}$ Donation from Flint Energies Foundation Grant for Columbus Police Department - (Add-On)

Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for tools and equipment.

TO: Mayor and Councilors

AGENDA SUBJECT:

AGENDA
SUMMARY:
INITIATED BY: City Manager's Office

Recommendation: Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for the Columbus Police Department for tools and equipment.

Background: Flint Energies desires the donate $\$ 10,000$ to the Columbus Police Department for tools and equipment.

Analysis: Columbus Police Department can utilize the funds for tools and equipment.
Financial Considerations: There are no financial obligations for the City.
Legal Considerations: The City Attorney will approve as to form.
Recommendation/Action: Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for the Columbus Police Department for tools and equipment.

## A RESOLUTION

NO.


A RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE \$10,000
DONATION FROM FLINT ENERGIES FOUNDATION GRANT FOR THE COLUMBUS POLICE DEPARTMENT FOR TOOLS AND EQUIPMENT.

WHEREAS, Flint Energies desires to make a donation to the Columbus Police Department for tools and equipment; and

WHEREAS, the donation will allow the Columbus Police Department to acquire needed tools and equipment.

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

The City Manager or his designee is hereby authorized to accept the $\$ 10,000$ donation from Flint Energies Foundation Grant for the Columbus Police Department for tools and equipment.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of $\qquad$ 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
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Sandra T. Davis, Clerk of Council
B.H. "Skip" Henderson, Mayor

## File Attachments for Item:

13. $\mathbf{\$ 1 0 , 0 0 0}$ Donation from Flint Energies Foundation Grant for Columbus Fire Department - (Add-On)

Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for tools and equipment.

AGENDA SUBJECT:

AGENDA
SUMMARY:
INITIATED BY: City Manager's Office

Recommendation: Approval is requested to accept the donation of $\$ 10,000$ from Flint Energies Foundation Grant for the Columbus Fire Department for tools and equipment.

Background: Flint Energies desires the donate $\$ 10,000$ to the Columbus Fire Department for tools and equipment.

Analysis: Columbus Fire Department can utilize the funds for tools and equipment.
Financial Considerations: There are no financial obligations for the City.
Legal Considerations: The City Attorney will approve as to form.
Recommendation/Action: Approval is requested to accept the donation of \$10,000 from Flint Energies Foundation Grant for the Columbus Fire Department for tools and equipment.

## A RESOLUTION



WHEREAS, Flint Energies desires to make a donation to the Columbus Fire Department for tools and equipment; and

WHEREAS, the donation will allow the Columbus Fire Department to acquire needed tools and equipment.

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

The City Manager or his designee is hereby authorized to accept the $\$ 10,000$ donation from Flint Energies Foundation Grant for the Columbus Fire Department for tools and equipment.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the day of $\qquad$ 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

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

File Attachments for Item:
A. Drug Testing Supplies and Equipment for Accountability Courts

# Columbus Consolidated Government Council Meeting Agenda Item 

AGENDA SUBJECT:

INITIATED BY: Finance Department

It is requested that Council approve payments to Microgenics Corporation, a part of Thermo Fisher Scientific (Waltham, MA), for recurring costs for drug testing supplies and equipment, in the approximate amount of $\$ 65,000.00$ per year, based on prior year's expenditures. The periodic costs cover, as needed, purchases of drug testing supplies and equipment, required by Accountability Courts such as: Adult Felony Drug Court, Juvenile Court, Mental Health Court, and Veterans Court.

Thermo Fisher Scientific is the vendor contracted by and with the Criminal Justice Coordinating Council of the State of Georgia to provide drug testing supplies and equipment for Accountability Courts in Georgia. The current contract, 47100-650-GBI0000165-0001, began October 13, 2022, for one (1) year with four (4) additional one-year renewal periods and ending on June 30, 2027. The City's Accountability Courts will participate in future renewals awarded to Microgenics Corporation, a part of Thermo Fisher Scientific, as directed by the Criminal Justice Coordinating Council.

Funds are budgeted, as needed, for this ongoing expenses as follows: Multi-Govt. Project Fund - Superior Court - Adult Felony Drug Court - Drug Testing, 0216-500-3191 - ADRG - 6325; Multi-Govt. Project Fund - Superior Court - Juvenile Court - Drug Testing, 0216-500-3124 JUVE - 6325; Multi-Govt. Project Fund - Superior Court - Veteran Court - Contractual Services, 0216 - 500 - 3140 - MCVC - 6319; Multi-Govt. Project Fund - Superior Court - Veterans Treatment SAMHSA Grant - Contractual Services, 0216 - 500 - 3196 - VTCG - 6319.


## A RESOLUTION

NO. $\qquad$
A RESOLUTION AUTHORIZING PAYMENTS TO MICROGENICS CORPORATION, A PART OF THERMO FISHER SCIENTIFIC (WALTHAM, MA), FOR RECURRING COSTS FOR DRUG TESTING SUPPLIES AND EQUIPMENT, IN THE APPROXIMATE AMOUNT OF $\$ 65,000.00$ PER YEAR. THE PERIODIC COSTS COVER, AS NEEDED PURCHASES, OF DRUG TESTING SUPPLIES AND EQUIPMENT, REQUIRED BY ACCOUNTABILITY COURTS SUCH AS: ADULT FELONY DRUG COURT, JUVENILE COURT, MENTAL HEALTH COURT, AND VETERANS COURT.

WHEREAS, Microgenics Corporation, a part of Thermo Fisher Scientific is the vendor contracted by and with the Criminal Justice Coordinating Council of the State of Georgia to provide drug testing supplies and equipment for Accountability Courts in Georgia. The contract began October 13, 2022, with four (4) additional one-year renewal periods and ending on June 30, 2027. The City's Accountability Courts will participate in future renewals awarded to the vendor, as directed by the Criminal Justice Coordinating Council.

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

That the City Manager is hereby authorized to make payments to Microgenics Corporation, a part of Thermo Fisher Scientific (Waltham, MA), for recurring costs for drug testing supplies and equipment, in the approximate amount of $\$ 65,000.00$ per year. The periodic costs cover, as needed purchases, of drug testing supplies and equipment, required by Accountability Courts such as: Adult Drug Court, Juvenile Court, Mental Health Court, and Veterans Court. Funds are budgeted, as needed, for this ongoing expenses as follows: MultiGovt. Project Fund - Superior Court - Adult Felony Drug Court - Drug Testing, 0216 - 500 3191 - ADRG - 6325; Multi-Govt. Project Fund - Superior Court - Juvenile Court - Drug Testing, 0216 - 500-3124-JUVE - 6325; Multi-Govt. Project Fund - Superior Court Veteran Court - Contractual Services, 0216-500-3140-MCVC - 6319; Multi-Govt. Project Fund - Superior Court - Veterans Treatment SAMHSA Grant - Contractual Services, 0216 500 - 3196 - VTCG - 6319.

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

Councilor Allen voting
Councilor Barnes voting
Councilor Crabb voting
Councilor Davis voting
Councilor Garrett voting
Councilor House voting $\qquad$ -.
.

Councilor Huff voting
Councilor Thomas voting
Councilor Tucker voting
Councilor Woodson voting
$\qquad$ -.
$\qquad$ .

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

File Attachments for Item:
B. Backhoe Loader Rental (Annual Contract) - RFP No. 23-0021

## Columbus Consolidated Government Council Meeting Agenda Item

TO:
Mayor and Councilors

AGENDA
Backhoe Loader Rental (Annual Contract) - RFP No. 23-0021
SUBJECT:
INITIATED BY: Finance Department

It is requested that Council approve the annual contract for the rental of a backhoe loader from Sunbelt Rentals, Inc. (Fort Mill, South Carolina). Public Works budgets $\$ 15,000$ per fiscal year, for the rental of a backhoe loader, based on prior usage.

The rental will be provided on an "as needed" basis to the Public Works Department for various projects to include: tree planting, storm cleanup, and laying storm drain pipes. The department anticipates renting the backhoe loader for three (3) to six (6) months per year.

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

Bid specifications were posted on the web page of DemandStar, the Purchasing Division, and the Georgia Procurement Registry. Three bids were received on November 30, 2022. This bid has been advertised, opened, and reviewed. The bidders were:

| Description | Sunbelt Rentals, Inc. <br> (Columbus, GA) | Herc Rentals, Inc. <br> (LaGrange, GA) | Tidewater <br> Equipment Company <br> (Byron, GA) |
| :--- | :---: | :---: | :---: |
| Manufacturer/Make/Model | John Deere 310SL | John Deere 310L | Case 580N |
| Rental Cost Per Month/Per Unit | $\mathbf{\$ 2 , 1 5 0 . 0 0}$ | $\$ 2,956.00$ | $\$ 5,500.00$ |

Funds are budgeted each fiscal year for this ongoing expense: General Fund - Public Works Various Divisions - Equipment Rental/Lease; 0101-260-Various Divisions-6543.


NO.
A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR BACKHOE LOADER RENTAL SERVICES FROM SUNBELT RENTALS, INC. (FORT MILL, SC). PUBLIC WORKS BUDGETS \$15,000 PER FISCAL YEAR, FOR THE RENTAL OF A BACKHOE LOADER, BASED ON PRIOR USAGE.

WHEREAS, the rental will be provided on an "as needed" basis to be used by the Public Works Department for various projects to include: tree planting, storm cleanup, and laying storm drain pipes; and,

WHEREAS, the Public Works Department anticipates renting the backhoe loader for three (3) to six (6) months per year; and,

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

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

That the City Manager is hereby authorized to enter into an annual contract for backhoe loader rental services with Sunbelt Rentals, Inc. Public Works budgets $\$ 15,000$ per fiscal year, for the rental of a backhoe loader, based on prior usage. Funds are budgeted each fiscal year for this ongoing expense: General Fund Public Works - Various Divisions - Equipment Rental/Lease; 0101-260 - Various Divisions - 6543.

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

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

File Attachments for Item:
C. Contract Extension for Pursuit Vehicle Build Out (Annual Contract) - RFP No. 13-0017

# Columbus Consolidated Government Council Meeting Agenda Item 

TO:
Mayor and Councilors
$\begin{array}{ll}\text { AGENDA } & \text { Contract Extension for Pursuit Vehicle Build Out (Annual Contract) - } \\ \text { SUBJECT: } & \text { RFP No. 13-0017 }\end{array}$
INITIATED BY: Finance Department

It is requested that Council authorize the extension of the Pursuit Vehicle Build Out contract with Mobile Communications America, Inc., (Columbus, GA), (formally Columbus Communications, Inc., Columbus, GA), for an additional six-month period.

Mobile Communications America, is contracted to provide and install various ancillary equipment in pursuit vehicles, such as: Light Bars, Sirens, Prisoner Restraint Seats, Radars, Car Video, Laptops, etc. Finalization of the revised specifications is underway. The contract extension is necessary to allow time for the staff in various positions in the Sheriff's Office and Police Department to complete the revisions to the specifications and advertisement of a new RFP.

Per Resolution No. 14-13, Council authorized a five-year contract with Columbus Communications, Inc. The contract expired on January 7, 2018. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. Council approved a 2 -year extension per Resolution No. 019-19; a 6-month extension per Resolution No. 014-21; a one-year extension per Resolution No. 154-21; and a 6-month extension per Resolution No. 105-22. Each extension was due to extenuating circumstances such as completing the build out installation of newly delivered vehicles or COVID. An RFP was advertised but had to be cancelled due to issues with the specifications. An additional six-month extension is necessary to allow for an RFP to be advertised and awarded.

Funds will be budgeted in the appropriate public safety departmental expense budget as Automobiles or Light Trucks/SUVs.


## A RESOLUTION

NO.
A RESOLUTION AUTHORIZING THE EXTENSION OF THE PURSUIT VEHICLE BUILD OUT CONTRACT WITH MOBILE COMMUNICATIONS AMERICA, INC., (COLUMBUS, GA) (FORMALLY COLUMBUS COMMUNICATIONS, INC., COLUMBUS, GA) FOR AN ADDITIONAL 6-MONTH PERIOD.

WHEREAS, Mobile Communications America, is contracted to provide and install various ancillary equipment in pursuit vehicles, such as: Light Bars, Sirens, Prisoner Restraint Seats, Radars, Car Video, Laptops, etc. The contract extension is necessary to allow time for the finalization of the revised specifications and advertisement of a new RFP; and,

WHEREAS, per Resolution No. 14-13, Council authorized a five-year contract with Columbus Communications, Inc. The contract expired on January 7, 2018. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. Council approved a 2-year extension per Resolution No. 019-19; a 6-month extension per Resolution No. 014-21; a one-year extension per Resolution No. 154-21; and a 6-month extension per Resolution No. 105-22. Each extension was due to extenuating circumstances such as completing the build out installation of newly delivered vehicles or COVID. An RFP was advertised but had to be cancelled due to issues with the specifications. An additional six-month extension is necessary to allow for an RFP to be advertised and awarded.

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

That the City Manager is hereby authorized to extend the contract for Pursuit Vehicle Build Out with Mobile Communications America, Inc., (Columbus, GA), (formally Columbus Communications, Inc., Columbus, GA) for an additional 6-month period. Funds will be budgeted in the appropriate public safety departmental expense budget as Automobiles or Light Trucks/SUVs.

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

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


## File Attachments for Item:

D. Contract Extension for Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and Its Board (Annual Contract) - RFP No. 16-0016

# Columbus Consolidated Government Council Meeting Agenda Item 

| TO: | Mayor and Councilors |
| :--- | :--- |
| AGENDA | Contract Extension for Advisory and Consulting Services for the <br> Columbus Consolidated Government 457 Deferred Compensation Plan <br> and Its Board (Annual Contract) - RFP No. 16-0016 |
| SUBJECT: |  |

INITIATED BY: Finance Department

It is requested that Council authorize the extension of the Advisory and Consulting Services contract with AndCo Consulting LLC, (Winter Park, FL), (formally The Bogdahn Group, Orlando, FL), for an additional six-month period.

AndCo Consulting LLC is contracted to provide professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan. Finalization of the revised specifications is underway. The contract extension is necessary to allow time to complete the revisions to the specifications and advertisement of a new RFP.

Per Resolution No. 400-16, Council authorized a five-year contract with AndCo Consulting LLC. The contract expired on December 31, 2021. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The current contract will expire on December 31, 2022, and Council approval is required for any additional extensions. An additional six-month extension is necessary to allow for an RFP to be advertised and awarded.

Funds are budgeted in the FY23 Budget: General Fund -Human Resources - Employee Benefits - Consulting; 0101-220-2100-BENE-6315.


## A RESOLUTION

NO.
A RESOLUTION AUTHORIZING THE EXTENSION OF THE ADVISORY AND CONSULTING SERVICES CONTRACT WITH ANDCO CONSULTING LLC, (WINTER PARK, FL), (FORMALLY THE BOGDAHN GROUP, ORLANDO, FL), FOR AN ADDITIONAL SIXMONTH PERIOD.

WHEREAS, AndCo Consulting LLC is contracted to provide professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan. The contract extension is necessary to allow time to complete the revisions to the specifications and advertisement of a new RFP; and,

WHEREAS, per Resolution No. 400-16, Council authorized a five-year contract with AndCo Consulting LLC. The contract expired on December 31, 2021. However, in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended for one year. The current contract will expire on December 31, 2022, and Council approval is required for any additional extensions. An additional six-month extension is necessary to allow for an RFP to be advertised and awarded.

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

That the City Manager is hereby authorized to extend the contract for Advisory and Consulting Services contract with AndCo Consulting LLC, (Winter Park, FL) for an additional six-month period. Funds are budgeted in the FY23 Budget: General Fund -Human Resources - Employee Benefits - Consulting; 0101-220-2100-BENE-6315.

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

## File Attachments for Item:

A. Indigent Care Update - Pam Hodge, Deputy City Manager of Finance, Planning \& Development

## Indigent Health Care Update

December 13, 2022

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## Indigent Health Care Update

Existing 30-year Contract with the Medical Center Hospital Authority expired on June 30, 2022
Section 7-102 of the Columbus Charter required an amendment for a change to the 3 mills for Indigent Care per the 1949 Act

10/12/2021 - City Council passed Resolution \#354-21 to request the local legislative delegation to introduce a local act that will update and redefine healthcare purposed for the health care levy of up to three mills of ad valorem tax

04/18/2022 - House Date-Signed by Governor (Act 639)
04/26/2022 - FY23 Recommended Budget includes 2.5 mills for Indigent Health Care, $\$ 12,542,459$ which was approved in the budget.
05/31/2022 - Resolution 135-22 for Indigent Care Support passed by


## Indigent Health Care Update

October 3, 2022 - RFP 23-0009 issued for Health Care Services for medically indigent persons in Muscogee County to include certain services for inpatient and outpatient care for incarcerated persons at the Muscogee County Jail. The requested services consist of medical, pharmaceutical, and mental health services.

Medical services include but not are limited to acute inpatient and outpatient hospital care, x-ray, laboratory, and primary medical care.

## Indigent Health Care Update

## Medically Indigent Person

Resident of Muscogee County
Not covered by commercial insurance or any other government health plan
Income eligibility

Successful bidders of the RFP will have the opportunity to seek reimbursement for cost of services beginning July 1, 2022 in accordance with the provisions of the contract once approved by City Council

Responses to the RFP were received and are under committee review.

## QUESTIONS



5

## File Attachments for Item:

DATE: December 13, 2022
TO: Mayor and Councilors
FROM: Finance Department
SUBJECT: Advertised Bids/RFPs/RFQs

## December 16, 2022

Grounds Maintenance Services (Annual Contract) - RFP No. 23-0013

## Scope of RFP

Provide routine grounds maintenance services on a weekly, monthly, and yearly basis, to include fertilizing, weekly mowing, edging, weed control, irrigation, pruning, mulching, disease and insect control, etc. The Public Works Department manages one hundred and eleven (111) grounds maintenance sites within nine contract areas in Muscogee County. These areas enhance the appearance of major road arteries and high visibility areas and improve the quality of life for citizens.

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

## December 21, 2022

Pressure Washing Services for Civic Center Roof (Annual Contract) - RFB No. 23-0026

## Scope of Bid

It is the intent of the Columbus Consolidated Government (the City) to secure an annual contract with a vendor to provide pressure washing services on a semi-annual basis for the Columbus Civic Center ultraply 78+ membrane roof.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods. Vendors are responsible to attend the site visit for viewing the Civic Center roof to determine the work required.

## December 28, 2022

## 1. Masonry Products (Annual Contract) - RFB No. 23-0024

## Scope of Bid

Columbus Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide masonry products, all on an "as needed" basis, to be utilized by the Public Works Department and Parks and Recreation Services. These masonry products will include: portland cement (Type 1), Sakrete cement mix, concrete ready-mix w/ gravel, brick sand, concrete sand, brick, 3 hole (Grade SW), brick, $8^{\prime \prime}$ (Grade SW), concrete building brick (Grade A), concrete blocks (Type 1, Grande N), mound mix (Top Dressing) and fire brick 8". Bidder(s) must be licensed to do business in the State of Georgia.

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

## December 30, 2022

## 1. Retail Space for Park \& Ride on Manchester Expressway (Annual Contract) - RFP No.

 23-0017
## Scope of RFP

The Consolidated Government of Columbus, Georgia (the City) is seeking a retail/service business to occupy space within the (Rails-to-Trails) Park and Ride site located at 3690 Manchester Expressway, Columbus, GA (see attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses, suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas or alcohol sales), newsstand or other similar service.

The contract period shall be for one (1) year with the option to renew for four (4) additional twelve-month periods.

## Space Planning and Programming \& Schematic Design Services for Muscogee County Jail

 - RFP No. 23-0003Scope of RFQ
Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing space planning and programming and schematic design services for the expansion and/or renovation of the Muscogee County Jail.

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

## Construction Manager as General Contractor Services for Muscogee County Jail - RFP

 No. 23-0004
## Scope of RFQ

Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing construction manager services for the Muscogee County Jail expansion and renovation

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

DATE: December 13, 2022
TO: Mayor and Councilors
FROM: Finance Department

## SUBJECT: Advertised Bids/RFPs/RFQs

## December 16, 2022

1. Grounds Maintenance Services (Annual Contract) - RFP No. 23-0013

## Scope of RFP

Provide routine grounds maintenance services on a weekly, monthly, and yearly basis, to include fertilizing, weekly mowing, edging, weed control, irrigation, pruning, mulching, disease and insect control, etc. The Public Works Department manages one hundred and eleven (111) grounds maintenance sites within nine contract areas in Muscogee County. These areas enhance the appearance of major road arteries and high visibility areas and improve the quality of life for citizens.

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

## December 21, 2022

1. Pressure Washing Services for Civic Center Roof (Annual Contract) - RFB No. 230026

## Scope of Bid

It is the intent of the Columbus Consolidated Government (the City) to secure an annual contract with a vendor to provide pressure washing services on a semi-annual basis for the Columbus Civic Center ultraply 78+ membrane roof.

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Scope of RFP
The Consolidated Government of Columbus, Georgia (the City) is seeking a retail/service business to occupy space within the (Rails-to-Trails) Park and Ride site located at 3690 Manchester Expressway, Columbus, GA (see attached site plan). Successful respondents will provide a service or combination of services that meet the needs of the City and surrounding market area. While the City would prefer that the retail services be oriented around trail uses, suggested retail services could include but are not limited to; bike rental and retail, convenience store (no gas or alcohol sales), newsstand or other similar service.

The contract period shall be for one (1) year with the option to renew for four (4) additional twelve-month periods.

## 2. Space Planning and Programming \& Schematic Design Services for Muscogee

 County Jail - RFP No. 23-0003Scope of RFQ
Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing space planning and programming and schematic design services for the expansion and/or renovation of the Muscogee County Jail.

This Request for Qualifications (RFQ) seeks to identify potential providers of the abovementioned services. Some firms that respond to this RFQ, who are determined by the Owner to be sufficiently qualified, may be deemed eligible to offer proposals for these services and may be invited for interviews.
3. Construction Manager as General Contractor Services for Muscogee County Jail RFP No. 23-0004
Scope of RFQ
Columbus Consolidated Government is soliciting statements of qualifications from firms interested in providing construction manager services for the Muscogee County Jail expansion and renovation
This Request for Qualifications (RFQ) seeks to identify the most qualified potential providers of the above-mentioned services. Some firms which respond to this RFQ, and who are determined by the Owner to be especially qualified, may be deemed eligible and may be invited to offer proposals for these services.

File Attachments for Item:

1. Minutes of the following board:

Board of Tax Assessors, \#36-22

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906

Mailing Address:
PO Box 1340 Columbus, GA 31902

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

## Board Members

Jayne Govar Lanitra Sandifer Hicks Chairman

Assessor Assessor Vice Chairman

Chief Appraiser Suzanne Widenhouse

## MINUTES \#36-22

CALL TO ORDER: Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, November 28, 2022, at 9:00 A.M.

## PRESENT ARE:

Chairman Jayne Govar
Vice Chairman Trey Carmack
Assessor Lanitra Sandifer Hicks
Assessor Todd Hammonds
Assessor Kathy Jones
Chief Appraiser Suzanne Widenhouse
Recording Secretary Katrina Culpepper
APPROVAL OF AGENDA: Vice Chairman Carmack motions to accept agenda with noted change. Assessor Sandifer Hicks seconds and the motion carries.

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

## MISCELLANEOUS:

- Discussion of plans for departmental Christmas gathering, etc.
- Assessor Sandifer Hicks motions to excuse Assessor Hammonds from BOA meeting on Dec $5^{\text {th }}$. Vice Chairman Carmack seconds and the motion carries.
- Assessor Hammonds motions to excuse Assessor Sandifer Hicks and Assessor Jones from BOA meeting on Dec $19^{\text {th }}$. Vice Chairman Carmack seconds and the motion carries.

At 9:17, Administrative Manager Leilani Floyd presents to the Board:

- Discussion of upcoming events

At 9:28, Personal Property Manager Stacy Pollard presents to the Board:

- Audit Results - Signed \& Approved.

At 9:44, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Map Splits - \#113 014 020; 113014 021; 185036 002; 185036003 - Signed \& Approved.

At 9:51, Chief Appraiser Suzanne Widenhouse presents to the Board:

- 2023 Veterans Exemption - added to minutes, no vote needed.
- QPublic Update - Implementation is tentatively set to be in place by Dec $30^{\text {th }}$.
- CUVA Update

At 10:05, Chairman Jayne Govar adjourns the meeting without any objections.




## File Attachments for Item:

## : COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

ANIMAL CONTROL ADVISORY COMMISSION: Mr. Alexander Caldwell was nominated to fill the unexpired term of Ms. Patricia Montgomery (resigned). (Councilor Crabb's nominee) New Term expires: October 15, 2023

BUILDING AUTHORITY OF COLUMBUS: Mr. Gerald Miley was nominated to fill the unexpired term of Mr. Vincent Allen (resigned). (Councilor Huff's nominee) New Term expires: March 24, 2023

COLUMBUS AQUATICS COMMISSION: Mr. Don Hoffman was nominated to succeed Ms. Barbara Cummings. (Councilor Crabb's nominee) New Term expires: June 30, 2024

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

## HISTORIC \& ARCHITECTURAL REVIEW BOARD:

Fred Greene<br>Open for Nominations<br>Resigned<br>(Council's Appointment)

## (Historic District Resident)

Term Expires: January 31, 2024

Councilor House is nominating Ms. Marjorie "Mollie" Smith to fill the unexpired term of Mr. Fred Greene.

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

## Women: 4

Senatorial District 15: 9

## Senatorial District 29: 2

## UPTOWN FACADE BOARD:

Jud Richardson
Resigned

Open for Nominations
(Council's Appointment)

## (Uptown Columbus Representative)

Term Expires: October 31, 2024

Uptown Columbus is recommending Ms. Libba Dillon to fill the unexpired term of Mr. Jud Richardson.

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

Women: 4
Senatorial District 15: 6
Senatorial District 29: 3

## Columbus Consolidated Government Board Appointments - Action Requested

## 2. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

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B. BUILDING AUTHORITY OF COLUMBUS: Mr. Gerald Miley was nominated to fill the unexpired term of Mr. Vincent Allen (resigned). (Councilor Huff's nominee) New Term expires: March 24, 2023
C. COLUMBUS AQUATICS COMMISSION: Mr. Don Hoffman was nominated to succeed Ms. Barbara Cummings. (Councilor Crabb's nominee) New Term expires: June 30, 2024
3. COUNCIL APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR THE NEXT MEETING:
A. HISTORIC \& ARCHITECTURAL REVIEW BOARD:

Fred Greene
Resigned
(Historic District Resident)
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This is a three-year term. Board meets monthly.

Women: 4
Senatorial District 15: 9
Senatorial District 29: 2
A. UPTOWN FACADE BOARD:


Jud Richardson
Resigned

Open for Nominations (Council's Appointment)

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Women: 4
Senatorial District 15: 6
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[^0]:    Sandra T. Davis, CMC
    Clerk of Council
    Council of Columbus, Georgia

[^1]:    - Page 35 -

[^2]:    FY22 Amendments
    \$16,987 - Bull Creek - Pandemic Pay Bonus Reimbursements
    \$7,459 - Bull Creek - Executive Pay Adjustment

[^3]:    FY22 Amendments
    $\$ 4,686$ - Oxbow Creek - Pandemic Pay Bonus Reimbursements
    \$1,865-Oxbow Creek - Executive Pay Adjustment

[^4]:    FY22 Amendments
    \$33,388 - Civic Center - Pandemic Pay Bonus Reimbursements
    \$8,499 - Civic Center - Executive Pay Adjustment
    $\$ 1,315,318.04$ - Civic Center - SBA Shuttered Venue Grant
    \$619,210.96 - Civic Center - American Rescue Plan Revenue Recovery

[^5]:    Warning signs: Warn trail users of upcoming hazards or risks. These include visitor rules and regulations signs, allowed activities, road and trail intersections, and emergency
    Educational signs: Provide guidelines for responsible recreation and trail etiquette.
    Interpretive signs: Describe natural or cultural resources. These include educational and responsible use signs.

[^6]:    'spuә犭әәм ио К||е! ! A peak weekend with good riding conditions could attract many users at the
     high demand. As such, $60-80$ spaces are recommended. As the park's programming continues to develop and events are scheduled, an expanded parking area may be required. Shuttling from nearby locations may be a possibility if shared-use parking agreements can be coordinated with local landowners. Otherwise, space is available adjacent to the proposed parking lot and/or east of the dirt access road to serve as overflow or event parking.

