#### **Council Members**

R. Gary Allen Charmaine Crabb Jerry 'Pops' Barnes Glenn Davis John M. House Bruce Huff R. Walker Garrett Toyia Tucker Judy W. Thomas Evelyn 'Mimi' Woodson

Clerk of Council Sandra T. Davis



Council Chambers C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906 September 14, 2021 9:00 AM Regular Meeting

### MAYOR'S AGENDA

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

<u>INVOCATION</u>: Offered by Rev. Dr. Adriane McGee Burgess at St. Mary's Road UMC of Columbus, Georgia

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

#### **MINUTES**

1. Approval of minutes for the August 31, 2021 Council Meeting.

#### **UPDATES:**

- 2. An update on COVID-19
- 3. Update on Construction Ready Program

#### **RECOGNITION:**

- 4. To recognize the Therapeutic Division of Parks and Recreation Department as the recipient of the 2021 NACPRO (National Association of County Park and Recreation Officials) Removing Barriers Award for their Extra Ordinary News Show.
- 5. To recognize Holli Browder, Parks and Recreation Department Director, being selected as the NACPRO (National Association of County Park and Recreation Officials) Professional Fellow Award Winner of the Year for 2021.

- 6. To recognize Holli Browder, Parks and Recreation Department Director, as the President of the NACPRO (National Association of County Park and Recreation Officials) for 2021-2022.
- 7. To recognize Holli Browder, Parks and Recreation Department Director, as the incoming President of GRPA (Georgia Park and Recreation Association) for 2021-2022.
- 8. To recognize Holli Browder, Parks and Recreation Director, as being selected as 1 of only 40 Parks and Recreation Directors chosen nationally to attend the 2021 Parks Summit.

### **CITY ATTORNEY'S AGENDA**

#### **ORDINANCES**

- **1. 2nd Reading-** REZN-06-21-1200: An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1, amend Section 3.2.76, and amend Chapter 13 Definitions; and for other purposes. Solid waste Substitute) (Mayor Pro Tem)
- 2. 1st Reading: An ordinance amending Ordinance No.21-032, the budget for the fiscal year ending June 30, 2022, to reclassify certain positions of the Consolidated Government of Columbus, Georgia; and for other purposes. (Mayor Pro-Tem)

#### **RESOLUTIONS**

- 3. A resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government. (Grant No. 48) (Request of the Airport Commission)
- 4. A resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government. (Grant No. 51) (Request of the Airport Commission)

### **PUBLIC AGENDA**

- 1. Mr. Paul Olson, Re: The City Contract with Piedmont Columbus Regional (2) 3 Mills in Property Taxes/Indigent Care (3) Contract ends in 2022 and (4) Embezzlement of Superior Court Funds.
- 2. Ms. Arreasha Lawrence, representing Music & Entertainment Council, Re: Introduction of the Music & Entertainment Council bringing together local government, tourism, and music stakeholders building an even stronger music ecosystem.

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

#### **1.** American Rescue Plan – Funding Priorities

Approval is requested to authorize the funding priorities for the first allocation of the American Rescue Plan of \$39,241,019 which includes a temporary Project Financial Analyst as well as Premium and Pandemic Pay for eligible Essential Workers.

#### 2. GMA Hub Cities Conference Donations

Approval is requested to accept donations in support of the Georgia Municipal Association's Hub Cities Conference that Columbus, in partnership with Georgia Power, will host beginning September 29 - 30, 2021. Mayors and City Managers from 13 participating metropolitan areas meet regularly to discuss various topics and/or challenges impacting their communities.

#### 3. Retiree Health Insurance Plan

Approval is requested authorizing renewal of the Medicare eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan. The retiree's monthly premium rate will be \$99.23 a month for the City subsidized retiree group (hired prior to July 1, 2001) and \$132.30 for the unsubsidized retiree group (hired on or after July 1, 2001). The out of pocket maximum will remain at \$1,000 annually.

#### 4. Street Acceptance – Property Formally Known as 1st Avenue

Approval is requested for the acceptance of that portion of property formally known as 1<sup>st</sup> Avenue that runs from south right of way line for 18<sup>th</sup> Street south to the north right of way line for Norfolk Southern Railroad. It is desired to restore the right of way for 1<sup>st</sup> Avenue as a public street for operation and maintenance. The City will be responsible for the cost of operation and maintenance to include public improvements and installation of official street name signs.

#### **5.** Acquisition of 5824 Whitesville Road

Approval is requested to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960. The acquisition will allow the Columbus Fire department to expand its dormitory and operational space.

#### **6.** Liberty Utilities License Agreement

Approval is requested to enter into a License Agreement with Liberty Utilities and the Development Authority to utilize Parcel 9 in the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure.

#### **7.** Mayor's Commission on Health Donations (Add-On)

Approval is requested to accept donations in support of the Mayor's Commission on Health, and to expend such monies to cover said expenses relative to the efforts of the Commission.

#### 8. PURCHASES

- A. Six Ambulances with Loose Equipment for Fire & EMS (Cooperative Purchase)
- B. Emergency Operations Center Technology Upgrade for Fire & EMS RFP No. 21-0030
- C. Safety Apparel (Annual Contract) RFB No. 21-0033
- D. Janitorial Supplies for the Columbus Civic Center and Ice Rink (Annual Contract) RFB No. 22-0004
- E. Storing, Transporting and Recycling Waste Tires (Annual Contract) RFB No. 21-0036
- F. Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract) RFP No. 21-0021
- G. Heavy-Duty Truck Lift for Public Works Cooperative Purchase
- H. Intercept High Security Contraband Scanning System for Muscogee County Prison (Cooperative Contract)
- I. Repair of Cherry Picker Boom Lift Crane for Public Works
- J. Wildlife Trapping Services for Public Works (Annual Contract)
- K. Direct Payments to Employee Benefit Carriers
- L. Mobile Assessor Software for Tax Assessors Office (Cooperative Purchase)
- M. Add-On Pursuit Utility Vehicles (Cooperative Purchase)

#### 9. UPDATES AND PRESENTATIONS

- A. Exide Update Ken Hewlett, Exide Environmental Response Trust, PathForward Consulting Inc.
- B. American Rescue Plan Update/Public Safety Operations Support Package Pam Hodge, Deputy City Manager
- C. SPLOST Update Pam Hodge, Deputy City Manager
- D. TSPLOST Update Pam Hodge, Deputy City Manager
- E. Victim Witness Update Shelly Hall, Director of Victim Services
- F. Metra Transit Update Rosa Evans, Metra Director
- G. City Resource Center Update Reather Hollowell, Human Resource Director

- H. Comprehensive Camera Update Lisa Goodwin, Deputy City Manager
- I. Yard Waste/Bulk Waste Update Mike Criddle, Public Works Director

#### **BID ADVERTISEMENT**

#### **September 15, 2021**

## 1. <u>Service Contract for Various Types of Engines for METRA (Annual Contract) – RFB No. 22-0001</u>

Scope of Bid

The Consolidated Government of Columbus, Georgia is requesting bids to repair/rebuild various types of engines for METRA Transit System. The services will be procured on an asneeded basis.

The contract term shall be for three years.

#### 2. Forklift - RFB No. 22-0008

Scope of RFB

The Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) forklift.

#### **September 17, 2021**

## 1. <u>Inmate Telephone System/Muscogee County Prison (Annual Contract) – RFP No. 22-0003</u>

Scope of RFP

The Columbus Consolidated Government (the City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.

#### **September 22, 2021**

## 1. Pharmaceutical Supply Services (Annual Contract) – RFB No. 22-0011 Scope of RFB

The City of Columbus, Georgia is seeking bids from area hospitals interested in providing Pharmaceutical Supply Services for the Columbus Fire and Emergency Medical Services. The City reserves the right to add additional related items during the term of the contract.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods, if agreeable to both parties.

#### <u>September 24, 2021</u>

#### 1. <u>Juvenile Drug Court Treatment Providers (Annual Contract) – RFP No. 22-0009</u> Scope of RFP

Columbus Consolidated Government, on behalf of Juvenile Drug Court, is seeking proposals to provide crisis intervention, individual and family counseling, psychological evaluations and in-home counseling services for Drug Court participants. *Offerors may submit proposals to provide either or all areas of treatment.* 

The contract term shall be for two years with the option to renew for three additional twelvemonth periods.

#### October 4, 2021

## 1. <u>Architectural Services for Feeding the Valley Facility Expansion – RFP No. 22-0004 Scope of RFP</u>

Columbus Consolidated Government is requesting proposals from qualified offerors to provide architectural plans and drawings for Feeding the Valley Facility Enhancement. Feeding the Valley is a food bank serving several counties and communities in the River Valley region. The organization is looking to expand by adding an additional facility at its Columbus location in order to meet the growing needs of the food insecure in the area.

This is a Section 3 Covered Contract and Section 3 Business Concerns are encouraged to apply.

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

#### **ENCLOSURES - ACTION REQUESTED**

- 1. RESOLUTION A Resolution cancelling the November 2, 2021 Proclamation Session.
- 2. RESOLUTION A Resolution excusing Councilor Judy Thomas from the August 24, 2021 Council Meeting.
- 3. RESOLUTION A Resolution excusing Councilor Jerry "Pops" Barnes from the August 31, 2021 Council Meeting.

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

Board of Elections & Registration, September 2, 2021

Board of Tax Assessors, #28-21 and #29-21

Commission on International Relations & Cultural Liaison Encounters (CIRCLE), April 20, June 15 and July 20, 2021

Community Development Advisory Council, December 10, 2020

Development Authority, June 3 and July 1, 2021

Housing Authority of Columbus, June 16, 2021

#### **ADD-ON RESOLUTION:**

<u>RESOLUTION</u> - A Resolution excusing Councilor R. Walker Garrett from the September 14, 2021 Council Meeting.

#### **BOARD APPOINTMENTS - ACTION REQUESTED**

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

#### A. CONVENTION & VISITORS BOARD OF COMMISSIONERS:

**Marianne Richter** 

(Mayor's Appointment)

**Restaurant / Retail Industry** 

**Not** Eligible to succeed

Term Expires: December 31, 2021

These are four-year terms. Board meets monthly.

Women: 5

**Senatorial District 15:** 3 **Senatorial District 29:** 8

#### **B. HOUSING AUTHORITY OF COLUMBUS:**

**Tiffani Stacy** 

(Mayor's Appointment)

(Resident Member)

Eligible to succeed

Term Expires: November 16, 2021

**late Charles Alexander** 

(Mayor's Appointment)

Term Expires: April 30, 2023

These are five-year terms. Board meets monthly.

Women: 2

Senatorial District 15: 4 Senatorial District 29: 2

Mayor Henderson is nominating Linda Hadley to fill the unexpired term of the late Charles Alexander.

#### 6. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

- **A. BOARD OF FAMILY & CHILDREN SERVICES:** Pastor Johnny Flakes, III was nominated to fill the unexpired term of Mrs. Charonda Huff to serve in the "Leaders within the faith-based community (active or retired)" category. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2022
- **B.** BOARD OF WATER COMMISSIONERS: Ret. Colonel Clint W. Cox was nominated to fill the unexpired term of Mr. Sanders Griffith, III. (Councilor Thomas' nominee) Term expires: December 31, 2022 Note: (Ms. Sharon Bunn withdrew from consideration to serve on this board.)

## 7. <u>COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE</u> CONFIRMED FOR THIS MEETING:

#### A. YOUTH ADVISORY COUNCIL:

District 6 Nominee: Zachariah Bowman

District 10 Nominee: Emily Rice

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

#### A. <u>HISTORIC & ARCHITECTURAL REVIEW BOARD:</u>

**Shannon Smallman** 

Open for Nominations

Resigned

(Council's Appointment)

Term Expires: January 31, 2023

The board Chairperson Cathy Williams is recommending Fran Carpenter.

This is a three-year term. Meets monthly.

Women: 5

**Senatorial District 15:** 10 **Senatorial District 29:** 1

#### **B. HOSPITAL AUTHORITY OF COLUMBUS:**

**Ernest Smallman** 

Open for Nominations

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2021

Mike Welch

Open for Nominations

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2021

**Dr. John Kingsbury** 

Open for Nominations

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2020

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

The terms are three years. Board meets monthly.

Women: 4

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

#### C. KEEP COLUMBUS BEAUTIFUL COMMISSION:

**David Goldberg** 

Moving out of county

**At-Large Member** 

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

**Arsburn "Oz" Roberts** 

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment

Dr. William Kendall

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

Fran Fluker

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

Orlean Baulkmon

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

**Larry Derby** 

**At-Large Member** 

Did not desire reappointment Term Expired: June 30, 2020 Open for Nominations

(Council's Appointment)

Councilor Thomas is nominating Mr. William R. Bandy to succeed Mr. Larry Derby.

The terms are two-years. Meets every even month.

#### D. MEDICAL CENTER HOSPITAL AUTHORITY OF COLUMBUS:

**Brenda DeRamus** Open for Nominations Eligible to succeed (Council's Nomination)

Term Expires: December 31, 2021

Susan McWhirterOpen for NominationsEligible to succeed(Council's Nomination)

Term Expires: December 31, 2021

John HargroveOpen for NominationsEligible to succeed(Council's Nomination)

Term Expires: December 31, 2021

James CrosseOpen for NominationsDoes not desire reappointment(Council's Nomination)

Term Expires: December 31, 2021

\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.

Councilor Thomas is nominating for the seat of Brenda DeRamus: Ms. Brenda DeRamus, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of Susan McWhirter: Ms. Susan McWhirter, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of John Hargrove: Mr. John Hargrove, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of James Crosse: Ms. Alpna Arora, Mr. Murray Solomon and Mr. Tracy L. Sayers.

The terms are five years. Board meets quarterly.

Women: 2

Senatorial District 15: 7 Senatorial District 29: 2

#### E. TREE BOARD:

**Frank Tommey** 

Not Eligible to succeed

Residential Development Member Term Expired: December 31, 2020 Open for Nominations (Council's Appointment)

Open for Nominations

(Council's Appointment)

**Troy Keller** 

Not Eligible to succeed

Term Expired: December 31, 2020

**Educator Member** 

This is a four-year term. Meets as needed.

Women: 6

Senatorial District 15: 4 Senatorial District 29: 7

## **PUBLIC AGENDA (Event):**

1. Mr. Kelvin Brewton, representing Salvation Thru Enlightenment, Re: Invitation to the Council to attend Salvation Thru Enlightenment's weekly networking event starting September 18, 2021.

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 August 31, 2021 Council Meeting.

## **COUNCIL OF COLUMBUS, GEORGIA**

# CITY COUNCIL MEETING MINUTES

Council Chambers C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906 August 31, 2021 9:00 AM Regular Meeting / Work Session

#### 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, John M. House, Bruce Huff (arrived at 9:10 a.m.), Judy W. Thomas, Toyia Tucker, and Evelyn "Mimi" Woodson (arrived at 9:04 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

**ABSENT:** Councilor Jerry "Pops" Barnes was absent.

The following documents were distributed around the Council table: (1) Columbus Transportation Survey Presentation; (2) CFEMS Fleet Update Presentation; (3) Columbus Police Department Mid-Year Update Presentation; (4) Traffic Calming Requests Presentation.

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

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

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

### **MINUTES**

1. Approval of minutes for the August 24, 2021 Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Tucker and carried unanimously by the seven members present, with Councilors Davis and Huff being absent for the vote, and Councilor Barnes being absent for the meeting.

### **UPDATE:**

2. An update on COVID-19

Mayor B. H. "Skip" Henderson gave a brief update on the impact the COVID-19 Pandemic is having on the community. He explained the number of positive cases continues to go up, as well as the hospitalizations. The age group being impacted is younger with more severe symptoms. Our hospitals have requested more personnel with the challenge being not just those that have COVID-19 but those with non-related medical needs who need to get into the hospitals safely. He continued to urge the unvaccinated citizens to reach out to their physicians to determine if the vaccine would be beneficial to them.

### **CITY ATTORNEY'S AGENDA**

#### **ORDINANCES**

**1. Ordinance: 2nd Reading-** REZN-06-21-1200: An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1, amend Section 3.2.76, amend Section 12.5.3, amend Section 1.2.7 and amend Chapter 13 – Definitions; and for other purposes. Planning Department and PAC recommend approval. (Mayor Pro Tem)

After City Manager Hugley requested a delay of this ordinance, Councilor Tucker made a motion to delay, seconded by Councilor Woodson. Mayor Pro Tem Allen suggested separating the ordinance by removing Sections 1-3 and that the Council move forward with Sections 4 and 5.

City Attorney Fay then restated the motion, as requested by Mayor Pro Tem Allen, to substitute a new ordinance which removes Sections 1 - 3 relating to a solid waste transfer station and to approve the new substitute ordinance that amends Sections 12.5.3 and 12.5.4, and to amend Section 1.2.7. Motion by Councilor Tucker, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

**Ordinance** (21-050): 2nd Reading - An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to amend Sections 12.5.3 and 12.5.4, and to amend Section 1.2.7; and for other purposes: (Substitute Ordinance)

Mayor Pro Tem Allen made a motion to substitute a new ordinance to amend Table 3.1.1, amend Section 3.2.76 and amend Chapter 13- Definitions relating to a solid waste transfer station, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

Mayor Pro Tem Allen then made a motion to delay the new substitute ordinance relating to the solid waste transfer station until the September 14, 2021 Meeting, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

2. Ordinance (21-051): 2nd Reading- REZN-06-21-1222: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; to change certain boundaries of a district located at 4006 / 4018 / 4026 Buena Vista Road & 3913 / 3923 / 3925 North Linden Drive (parcel # 87-028-004 / 002 / 001 / 016 / 017 / 018) from NC (Neighborhood Commercial) Zoning District to GC (General Commercial) Zoning District. Planning Department and PAC recommend approval. (Councilor Barnes) Mayor Pro Tem Allen made a motion to adopt the ordinance, seconded by Councilor House and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

#### **RESOLUTIONS**

3. **Resolution** (301-21): A resolution re-imposing a Public Health State of Emergency in Columbus, Georgia; providing for public meetings to be held using telephonic or video participation; confirming the mayor's current directive that facemasks be worn in all Columbus Consolidated Government indoor facilities; providing authorization for the mayor to respond to ongoing COVID-19 developments by Executive Order; and for other purposes. (Mayor Pro-Tem) Councilor Tucker made a motion to approve the resolution, seconded by

Page 2 of 7 Council Meeting / Work Session Minutes August 31, 2021 Councilor Woodson and carried by an eight-to-one vote, with Mayor Pro Tem Allen and Councilors Davis, Garrett, House, Huff, Thomas, Tucker and Woodson voting in favor and Councilor Crabb voting no.

#### **ADD-ON RESOLUTION:**

**Resolution** (302-21): A resolution authorizing the City Manager to provide for the closing of Carver Park except during the hours of 7:00 a.m. through 7:00 p.m. on Monday through Friday for the next thirty (30) days. Councilor Woodson made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

<u>Councilor Toyia Tucker</u> explained the resolution allowing the City Manager to close Carver Park on Saturdays and Sundays in order to study and evaluate some public safety concerns. She stated there have been multiple shootings and murders in the park, and these are the reasons the park hours were changed in the past and the reason for the resolution being proposed today.

<u>City Manager Isaiah Hugley</u> assured the members of Council that Parks and Recreation Director Holli Browder will continue to work with law enforcement to ensure the gates are locked and unlocked at the appropriate times.

<u>Police Chief Freddie Blackmon</u> approached the rostrum stating he has been working with Parks and Recreation Director Browder since the beginning of the year. He explained police officers currently lock the gates at night and a member of the Parks and Recreation Staff unlocks the gates in the morning. He stated they will review the reports made over the past few years to decide on the best option to improve the safety in the park going forward.

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

#### FOR THE CITY MANAGER:

- Permanently close the back entrance of Carver Park. (Request of Councilor Tucker)
- Look into connecting cameras in the park to the Buena Vista Road Precinct and the cost of the software needed. (*Request of Councilor Tucker*)
- Timeline on camera project. (Request of Councilor Tucker)
- Periodic updates and estimated timelines on the completion of the camera project. (Request of Councilor Woodson)

### **PUBLIC AGENDA**

- 1. Mr. Jerome Lawson, Re: To address some matters on public record and voice the concern that the community has on a few topics that needs to be addressed. *Not Present*
- 2. Ms. Katherine Dillard, Re: Non-Discrimination Ordinance. Not Present
- 3. Mr. Jeremy Hobbs, representing Colgay Pride, Re: Non-Discrimination Ordinance.
- 4. Ms. Royce J. Morris, Re: Request for the City of Columbus to increase tourism by creating a Blues museum and music hall downtown to capitalize on being the hometown of Ma Rainey. *Not Present*

Page **3** of **7** Council Meeting / Work Session Minutes August 31, 2021

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

#### 1. Housing Authority - Request for Release of Funding (RROF)

**Resolution (303-21):** A resolution authorizing the City Manager to execute a request for Release of Funding (RROF) with the Housing Authority of Columbus, Georgia, and the U.S. Department of Housing and Urban Development (HUD) to gain access to \$100,000 for the demolition of two (2) apartment units at Rivers Homes located at 1050 Adair Avenue. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Barnes being absent for the meeting.

#### WORK SESSION AGENDA

A. Columbus Public Transportation Survey Update - Kristin Barker, Program Manager for Better Work Columbus

<u>Program Manager Kristin Barker</u> approached the rostrum to give an update on a survey conducted on the public transportation needs in Columbus, Georgia. She explained the employers and employees throughout the City of Columbus took part in the survey to address the public transportation needs of citizens.

<u>City Manager Isaiah Hugley</u> recalled there was a comprehensive review conducted years ago to address the ridership in Columbus. He then advised that he would have Deputy City Manager Lisa Goodwin and METRA to follow-up with Ms. Barker on the survey results.

B. Columbus Fire & Emergency Services Fleet Status - Sal Scarpa, Fire Chief

Fire & EMS Chief Sal Scarpa came forward to give an update on the status of the fleet for the Columbus Fire and EMS Department. He went over the various types of equipment that makes up their fleet, explaining the number of primary equipment and reserve equipment that is available. He stated the fleet challenges they have recognized is with an aging stock of equipment, no perceptible preventative maintenance, repair challenges, and replacement hurdles. Chief Scarpa went over the strides being taken to assist in meeting the needs of the citizens while working through the fleet challenges.

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

#### **FOR THE FIRE CHIEF:**

- Provide a detailed report on the revenue and expenses associated with the ambulance services. (*Request of Councilor Davis*)
- D. Columbus Police Department Update Freddie Blackmon, Police Chief

Police Chief Freddie Blackmon came forward to provide an update on the Columbus Police Department and address the latest violent crimes in the community. He explained the various struggles faced by the Columbus Police Department, to include the issue of hiring new officers. He outlined the statistical data for recruitment and retention since 2008 and spoke of some recruitment strategies, as well as, expanding the Cadet Program.

C. Traffic Calming Request Update - Donna Newman, Engineering Director

**Engineering Director Donna Newman** approached the rostrum to give an update on traffic calming requests. She explained the process of citizens and councilors requesting traffic calming studies and the reasons some requests are submitted. She went over the various solutions to calming traffic in neighborhoods and the participation of the community in the surveys during the studies that are conducted.

E. QAlert/Columbus311 Update - Teasha Johnson, Assistant to City Manager/311 CSC Manager

<u>311 CSC Manager Teasha Johnson</u> approached the rostrum to provide an update on the QAlert App that is linked to the 311 Center to provide services to the community. She explained citizens are able to submit work requests through the application, phone or email.

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

#### **FOR THE FIRE CHIEF:**

- Look into providing icons on the app to narrow down the long list of services. (*Request of Councilor Crabb*)

### **BID ADVERTISEMENT**

#### **September 1, 2021**

## 1. <u>Service Contract for Various Types of Engines for METRA (Annual Contract) – RFB No. 22-0001</u>

Scope of Bid

The Consolidated Government of Columbus, Georgia is requesting bids to repair/rebuild various types of engines for METRA Transit System. The services will be procured on an as-needed basis.

The contract term shall be for three years.

#### September 3, 2021

1. Engineering Services for Military Drive P. I. #0017138 – RFP No. 22-0005 Scope of RFP

The Columbus Consolidated Government is accepting proposals from qualified firms to provide professional engineering plans and drawings to be used in the construction of the new Military Drive, which will begin at Infantry Road (this road is not yet built) and end at the Hampton Inn located on South Lumpkin Road in Columbus, Georgia.

## 2. <u>Treatment Providers for Mental Health Court and Veterans Treatment Court</u> (Annual Contract) – RFP No. 21-0031

Scope of RFP

Columbus Consolidated Government, on behalf of the Mental Health Court and Veterans Treatment Court, is soliciting proposals to provide treatment to participants in PTSD Counseling and Psychological Assessment. Offerors may submit proposals to provide either or both areas of treatment. The services will be procured on an as-needed basis.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

#### **September 10, 2021**

## 1. <u>Property Damage Recovery Services (Annual Contract) – RFP No. 22-0008 Scope of RFP</u>

Columbus Consolidated Government is seeking proposals for a qualified firm to identify damaged property; investigate, through various means, the individuals or party responsible for the damage; and collect on property damage claims on City highways.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

## 2. <u>Asbestos Abatement for Former Georgia State Farmers Market – RFP No. 22-0001 Scope of RFP</u>

Columbus Consolidated Government (the City) is requesting proposals from qualified asbestos abatement contractors to provide all labor, materials, equipment, permits, and incidentals necessary to complete all tasks associated with remediating asbestos-containing building materials identified in structures located at the former Georgia State Farmers Market.

#### **September 15, 2021**

#### 1. Forklift - RFB No. 22-0008

Scope of RFB

The Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) forklift.

#### **September 17, 2021**

## 1. <u>Inmate Telephone System/Muscogee County Prison (Annual Contract) – RFP No. 22-0003</u>

Scope of RFP

The Columbus Consolidated Government (the City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.

#### **September 24, 2021**

### 1. <u>Juvenile Drug Court Treatment Providers (Annual Contract) – RFP No. 22-0009</u> Scope of RFP

Columbus Consolidated Government, on behalf of Juvenile Drug Court, is seeking proposals to provide crisis intervention, individual and family counseling, psychological evaluations and in-home counseling services for Drug Court participants. *Offerors may submit proposals to provide either or all areas of treatment.* 

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

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

<u>NOTE:</u> The Clerk of Council's Agenda was deferred until the September 14, 2021 Council Meeting due to lack of quorum; the agenda items are outlined below with no action being taken.

Page **6** of **7** 

#### **ENCLOSURES - ACTION REQUESTED**

RESOLUTION - A Resolution excusing Councilor Judy Thomas from the August 24, 2021 Council Meeting.

#### 2. Minutes of the following boards:

Board of Tax Assessors, #28-21

Community Development Advisory Council, December 10, 2020

Housing Authority of Columbus, June 16, 2021

#### **ADD-ON RESOLUTION:**

RESOLUTION - A Resolution excusing Councilor Jerry "Pops" Barnes from the August 31, 2021 Council Meeting.

#### **BOARD APPOINTMENTS - ACTION REQUESTED**

- 3. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:
  - A. BOARD OF FAMILY & CHILDREN SERVICES: Pastor Johnny Flakes, III was nominated to fill the unexpired term of Mrs. Charonda Huff to serve in the "Leaders within the faith-based community (active or retired)" category. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2022
- 4. COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE **CONFIRMED FOR THIS MEETING:** 
  - A. **YOUTH ADVISORY COUNCIL:**

District 10 Nominee: <u>Emily Rice</u>

With there being no further business to discuss, Mayor Henderson declared the August 31, 2021 Regular Meeting / Work Session adjourned due to the lack of a quorum with Councilors Davis, Garrett, Huff, Tucker and Woodson having left the meeting and Councilor Barnes being absent for the meeting with the time being 1:00 p.m.

Sandra T. Davis, CMC Clerk of Council

Council of Columbus, Georgia

#### File Attachments for Item:

**1. 2nd Reading-** REZN-06-21-1200: An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1, amend Section 3.2.76, and amend Chapter 13 – Definitions; and for other purposes. Solid waste Substitute) (Mayor Pro-Tem)

#### AN ORDINANCE

An ordinance amending the Unified Development Ordinance (UDO) for Columbus, Georgia so as to revise Table 3.1.1, amend Section 3.2.76, and amend Chapter 13 – Definitions; and for other purposes:

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

#### SECTION 1.

Chapter 3 of the Unified Development Ordinance is hereby amended by revising Table 3.1.1. to add the following special exception uses as follows:

Use Cat ego ry	1	R E 10	R E 5	R E 1	R T	S F R 1	S F R 2	S F R	S F R 4	R M F1	R M F2	M H P	U P T	C R D	 R O		L MI	H M I	T E C H	N OT ES
Sol id Wa ste Tra nsf er Stat ion																	SE	S E		*

#### SECTION 2.

Chapter 3 of the Unified Development Ordinance is hereby amended by adding Section 3.2.76 to the Definitions to read as follows:

"Sec. 3.2.76 – Solid Waste Transfer Stations.

A solid waste transfer station shall comply with Article VII, Chapter 13 of the Columbus Code, and all applicable requirements of that code and this UDO."

#### SECTION 3.

Chapter 13 of the Unified Development Ordinance is hereby amended by adding Solid Waste Transfer Facility to the Definitions to read as follows:

#### "CHAPTER 13 Definitions

*Solid waste transfer station* shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility."

#### SECTION 4.

All ordinances and parts of ordinances in conflict herewith are hereby repealed.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 24th day of August, 2021; introduced a second time at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_\_ members of said Council.

Item #1.

Councilor Allen Councilor Barnes Councilor Crabb Councilor Davis Councilor Garrett Councilor House Councilor Huff Councilor Pugh Councilor Thomas Councilor Woodson	voting	
Sandra T Davis Clerk of Council	В.	H. "Skip" Henderson, III Mayor



### Planning Department

August 02, 2021

Honorable Mayor and Councilors City Manager City Attorney Clerk of Council

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

Various requests to the UDO from staff.

**Subject:** (REZN-06-21-1200) Request to amend the text of the Unified Development Ordinance (UDO) in regards to Table 3.1.1. – Solid Waste Transfer Station; Section 3.2.76 – Solid WasFte Transfer Station; and Chapter 13 Definitions to read as follows:

## UNIFIED DEVELOPMENT ORDINANCE REVISIONS (Explanation of Revisions)

1. <u>Explanation of Revisions</u>: Amend Table 3.1.1. by permitting Solid Waste Transfer Station in the following districts:

Use Cate gory	HI ST	RE 10	R E5	R E1	R T	SF R1	SF R2	SF R3	SF R4	RM F1	RM F2	M HP	U PT	C R D	N C	R O	C O	G C	S A C	L MI	H MI	TE C H	NO TES
Soli d Was te Tran sfer Stati on																				SE	SE		*

## 2. <u>Explanation of Revisions</u>: Amend Chapter 3 to create Section 3.2.76 to add additional standards to Solid Waste Transfer Station:

ORIGINAL ORDINANCE	PROPOSED ORDINANCE CHANGE
CHAPTER 3	CHAPTER 3
N/A	Sec. 3.2.76 – Solid Waste Transfer Stations.
	A solid waste transfer station shall comply with Article VII, Chapter 13 of the City of Columbus Code, and all applicable requirements of that code and this UDO.

### 3. Explanation of Revisions: Add Solid Waste Transfer Facility to Chapter 13.

CHAPTER 13	CHAPTER 13
N/A	Solid waste transfer station shall mean a facility used to transfer solid waste from one transportation vehicle to another for transportation to a disposal facility.

#### **ADDITIONAL INFORMATION:**

Advanced Disposal reached out to the Planning Department in late spring about possibly moving off Veterans Parkway. We held a Teams meeting with them and upon review, discovered that the City Code has a whole section on Solid Waste Transfer Stations but the UDO had nothing. Therefore, what we are bringing to Council is a Text Amendment to bring the UDO into compliance with Chapter 13 of the City Code. This text amendment recommends that Solid Waste Transfer Stations be permitted as a Special Exception Use (SEU) in LMI (Light Manufacturing / Industrial) and HMI (Heavy Manufacturing / Industrial). The Text Amendment will be on the 8/24 Council agenda.

Please emphasize that this is NOT a site-specific issue; merely an attempt to fix an omission in the UDO. If approved, Advanced Disposal or any other waste entity would have to file a Special Exception to

locate in LMI or HMI. That would be site-specific at that point. The SEU would go through the zoning process and would be heard before PAC and Council.

- A. Request to amend the text of the UDO in regards to Section 12.3.5 Violation of Soil Erosion and Sedimentation Provisions; and Section 12.5.4 Violation of Other Provisions.
- 4. Explanation of Revisions: Create minimum fines for offenses.

#### **ORIGINAL ORDINANCE**

#### **CHAPTER 12**

## Section 12.5.3. Violation of Soil Erosion or Sedimentation Provisions.

Any violation of the provisions of these development regulations adopted pursuant to the Georgia Erosion and Sedimentation Act of 1975, as amended, shall be subject to the penalties or fines listed below.

- A. Civil Monetary Penalties. Soil erosion or sedimentation violations shall be subject to a civil penalty assessed and collected by the City.
  - 1. Maximum Penalty.
    - (A) Any person who violates any provisions of this UDO adopted pursuant to the Georgia Erosion and Sedimentation Act of 1975, as amended, or permit condition established or limitation pursuant to this ordinance or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Engineering Director issued as provided in this UDO shall be liable for a civil penalty not to exceed \$1,000.00 per day.

#### PROPOSED ORDINANCE CHANGE

#### **CHAPTER 12**

### Section 12.5.3. Violation of Soil Erosion or Sedimentation Provisions.

Any violation of the provisions of these development regulations adopted pursuant to the Georgia Erosion and Sedimentation Act of 1975, as amended, shall be subject to the penalties or fines listed below.

- A. Civil Monetary Penalties. Soil erosion or sedimentation violations shall be subject to a civil penalty assessed and collected by the City.
  - 1. Maximum Penalty.
    - (A) Any person who violates any provisions of this UDO adopted pursuant to the Georgia Erosion and Sedimentation Act of 1975, as amended, or permit condition established or limitation pursuant to this ordinance or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Engineering Director issued as provided in this UDO shall be liable for a civil penalty not to exceed \$1,000.00 per day.

- (B) For the purpose of enforcing the provisions this of notwithstanding any provisions in any City charter to the contrary, municipal courts or recorder's court shall be authorized to impose a penalty not to exceed \$1,000.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate's court, recorder's court or any other court of competent jurisdiction trying cases brought as violations under this Section shall be authorized to impose penalties for such violations not to exceed \$1,000.00 for each violation. N/A
- 2. Separate Offense. Each day the violation continues shall constitute a separate offense.

#### Section 12.5.4. Violation of Other Provisions.

- A. Maximum Civil Penalty.
  - Any person who violates provisions of this Code, the rules and regulations adopted pursuant hereto, or any permit condition or limitation established pursuant to this Code or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director of Planning, the Director of Inspections Codes, the Director Engineering, or the City Arborist issued as provided in these this UDO shall be liable for a civil penalty not to exceed \$1,000.00 per day.

- (B) For the purpose of enforcing the provisions this of UDO, notwithstanding any provisions in any City charter to the contrary, municipal courts or recorder's court shall be authorized to impose a penalty not to exceed \$1,000.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate's court, recorder's court or any other court of competent jurisdiction trying cases brought as violations under this Section shall be authorized to impose penalties for such violations not to exceed \$1,000.00 for each violation. Any person violating any provision of this Article shall be fined \$500.00 for the first offense and shall be fined \$1,000.00 for a second and subsequent offense at the same property location.
- 2. Separate Offense. Each day the violation continues shall constitute a separate offense.

#### Section 12.5.4. Violation of Other Provisions.

- A. Maximum Civil Penalty.
  - 1. Any person who violates any provisions of this Code, the rules and regulations adopted pursuant hereto, or any permit condition or limitation established pursuant to this Code or who negligently or intentionally fails or refuses to comply with any final or emergency order of the Director of Planning, the Director of Inspections

- 2. For the purpose of enforcing the provisions of this UDO, notwithstanding any provisions in any charter to the contrary, municipal courts or recorder's court shall be authorized to impose a penalty not to exceed \$1,000.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county ordinances, any magistrate's court, recorder's court or any other court of competent jurisdiction trying cases brought as violations under this Section shall be authorized to impose penalties for such violations not to exceed \$1,000.00 for each violation. N/A
- B. Separate Offense. Each day the violation continues shall constitute a separate offense.

- and Codes, the Director of Engineering, or the City Arborist issued as provided in these this UDO shall be liable for a civil penalty not to exceed \$1,000.00 per day.
- 2. For the purpose of enforcing the of this provisions UDO. notwithstanding any provisions in any City charter to the contrary, municipal courts or recorder's court shall be authorized to impose a penalty not to exceed \$1,000.00 for each violation. Notwithstanding any limitation of law as to penalties which can be assessed for violations of county magistrate's ordinances, any court, recorder's court or any court of other competent jurisdiction trying cases brought as violations under this Section shall be authorized to impose penalties for such violations not to exceed \$1,000.00 for each violation. . Any person violating any provision of this Article shall be fined \$500.00 for the first offense and shall be fined \$1.000.00 for a second and subsequent offense at the same property location.
- 3. Separate Offense. Each day the violation continues shall constitute a separate offense.

#### ADDITIONAL INFORMATION:

At the request of the Engineering Department and the Inspections and Code Enforcement Department, we are asked to review if minimum fines were prudent as it relates to violations. For years violators have gotten lenient sentences (fines) by judges when it comes to these violations. Inspectors sit in court for hours only to see violators (usually repeat offenders) get a minor penalty.

Upon review, the UDO only addresses violations of sedimentation provisions and soil erosion. There is no minimum fine. Planning worked with both departments as well as the City Attorney's Office to create minimum fine language. Regarding Inspections and Codes, the City Attorney will provide new minimum violation fines for offenses that are written for their department (those fines are not in the UDO).

- B. Request to amend the text of the UDO in regards to Section 1.2.7 Zoning District Boundaries by adding new subsection J.
- 5. Explanation of Revisions: Amend Section 1.2.7. Zoning District Boundaries by adding subsection J.:

#### **CHAPTER 1**

#### Section 1.2.7. Zoning District Boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the rules stated below shall apply.

- A. Rivers, Streams, and Canals.

  Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow such centerlines.
- B. Centerlines. Boundaries indicated as approximately following the centerlines of streets, railroads, highways, or alleys shall be construed to follow such centerlines.
- C. County Limits. Boundaries indicated as approximately following County limits shall be construed as following such County limits.

#### **CHAPTER 1**

#### Section 1.2.7. Zoning District Boundaries.

Where uncertainty exists as to the boundaries of districts as shown on the Official Zoning Map, the rules stated below shall apply.

- A. Rivers, Streams, and Canals.
  Boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow such centerlines.
- B. Centerlines. Boundaries indicated as approximately following the centerlines of streets, railroads, highways, or alleys shall be construed to follow such centerlines.
- C. County Limits. Boundaries indicated as approximately following County limits shall be construed as following such County limits.

- D. Distances. Distances not specifically indicated on the Official Zoning Map or contained in the legal description contained in the ordinance to amend the Official Zoning Map shall be determined by the scale of the Map.
- E. Parallel Lines and Extensions.

  Boundaries indicated as parallel to or
  extensions of features indicated in
  this Section shall be so construed.
- F. Platted Lot Lines. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- G. Rights-of-way Vacations. If a street or other public right-of-way is vacated, where a district boundary is indicated following the right-of-way line at the edge of the street, such boundaries shall be construed as moving to the centerline of the vacated street.
- H. Specific Dimensions. Where specific dimensions indicate district boundaries, such specific dimensions shall control.
- I. Interpretation. Where physical or cultural features existing on the ground are at a variance with those shown on the Official Zoning Map or in other circumstances not covered by this Section, the Board of Zoning Appeals (BZA) shall interpret the district boundaries.



- D. Distances. Distances not specifically indicated on the Official Zoning Map or contained in the legal description contained in the ordinance to amend the Official Zoning Map shall be determined by the scale of the Map.
- E. Parallel Lines and Extensions.

  Boundaries indicated as parallel to or
  extensions of features indicated in
  this Section shall be so construed.
- F. Platted Lot Lines. Boundaries indicated as approximately following platted lot lines shall be construed as following such lot lines.
- G. Rights-of-way Vacations. If a street or other public right-of-way is vacated, where a district boundary is indicated following the right-of-way line at the edge of the street, such boundaries shall be construed as moving to the centerline of the vacated street.
- H. Specific Dimensions. Where specific dimensions indicate district boundaries, such specific dimensions shall control.
- I. Interpretation. Where physical or cultural features existing on the ground are at a variance with those shown on the Official Zoning Map or in other circumstances not covered by this Section, the Board of Zoning Appeals (BZA) shall interpret the district boundaries.
- J. If, because of error or omission on the Zoning Atlas; because public property is sold to private individuals; or because of annexation of territory to Columbus, Georgia, any property in Columbus is not shown as being in a zoning district, the zone classification of such property shall be SFR2 (Single

	Family Residential 2) District unless changed by amendment to the Zoning Ordinance.
--	---

#### **ADDITIONAL INFORMATION:**

The 1998 Zoning Ordinance and all previous ordinances had a clause that addressed land annexed into Columbus or converted from public ownership to private ownership and how it would be zoned if it had no underlying zoning district. This c1000lause did not make into the UDO but should have been included.

#### **Recommendations:**

The Planning Advisory Commission (PAC) considered this text amendment at their meeting on July 21, 2021. PAC recommended **approval** by a vote of 4-2.

The Planning Department recommends approval.

Sincerely,

Rick Jones, AICP Director, Planning Department

#### File Attachments for Item:

**2. 1st Reading:** An Ordinance amending Ordinance No.21-032, the budget for the fiscal year ending June 30, 2022, to reclassify certain positions of the Consolidated Government of Columbus, Georgia; and for other purposes.(Mayor Pro-Tem)

ORDINANCE	
NO.	

AN ORDINANCE AMENDING ORDINANCE NO.21-032, THE BUDGET FOR THE FISCAL YEAR 2022 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022, TO RECLASSIFY CERTAIN POSITIONS OF THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA; AND FOR OTHER PURPOSES.

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

SECTION 1.

Ordinance No. 21-032 and the Position Classification Plan are hereby amended, as of the indicated effective date, to authorize the following reclassifications to expand the Police Department Cadet Program:

#### General Fund

Position Reclassification - effective 10/1/2021

Job Title: From Twenty (20) Police Officers to Twenty (20) Police Cadets

Pay Grade/Salary: From PS14 to GG10

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  $14^{\rm th}$  day of September, 2021; introduced a second time at a regular meeting held on  $28^{\rm th}$  of September, 2021 and adopted at said meeting by the affirmative vote of \_\_\_\_ members of said Council.

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

Sandra T. Davis

B.H. "Skip" Henderson, III

Clerk of Council Mayor

#### File Attachments for Item:

3. A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government. (Grant No. 48) (Request of the Airport Commission)

#### RESOLUTION

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

### RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AVIATION ADMINISTRATION GRANT AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT NO. 3-13-0035-048-2021

A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government.

WHEREAS, the Columbus Airport Commission on May 17, 2021 submitted an application pursuant to the Airport Improvement Program to the FAA to assist with remarking Taxiway A and acquiring an aqueous film forming foam (AFFF) testing system; and

WHEREAS, by Grant Agreement dated August 30, 2021, a copy of which is attached hereto, the FAA has offered the sum of \$351,778.00; and

WHEREAS, because this is an Airport Improvement Project grant, the FAA is obligated to contribute up to 90% of the funding thereunder, the remaining 10% being split equally between the Columbus Airport Commission and the Georgia Department of Transportation; and

WHEREAS, Columbus, Georgia, a Consolidated Government, is co-sponsor with the Columbus Airport Commission for this FAA grant and the execution of such Grant Agreement by Columbus, Georgia is necessary for the Columbus Airport Commission to receive the funding anticipated from the FAA; and

WHEREAS, the Columbus Airport Commission by resolution passed at a called meeting thereof held on September 7, 2021, the minutes of which are attached hereto as Exhibit B, has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

WHEREAS, the Columbus Airport Commission has agreed in a separate Memorandum of Understanding with Columbus, Georgia that it will be responsible for performing all responsibilities assumed by all Sponsors signing the Grant Agreement and to indemnify and hold Columbus harmless

for any liabilities associated with failure to perform the Sponsor Obligations under the Grant Agreement; and

WHEREAS, Columbus, Georgia, deems it in the best interest of Columbus, Georgia, and the Columbus Airport Commission to accept the FAA's offer of funding; and

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before September 16, 2021.

NOW, THEREFORE, be it resolved by the Council of Columbus, Georgia, and it is hereby resolved:

- 1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and
- 2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.
- 3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

(Remainder of page intentionally left blank.)

Introduced at a regula	ar meeting of the Counci	l of Columbus, Georgia, hel	d on the day
of September, 2021, and add	opted at said meeting by	the affirmative vote of	members of said
Council.			
Councilor Allen Councilor Barnes Councilor Crabb Councilor Davis Councilor Garrett Councilor House Councilor Huff Councilor Thomas Councilor Tucker Councilor Woodson	voting		
SANDRA T. DAVIS, CLERK OF COUNCIL		B. H. "SKIP" HENDI MAYOR	ERSON, III,



Airports Division Southern Region Georgia, Puerto Rico, South Carolina, Virgin Islands

1701 Columbia Avenue College Park, GA 30337

August 30, 2021

Mr. Don Cook Airport Commission Chairman 3250 West Britt David Road Columbus, GA 31909

Honorable B.H. Henderson, III 100 10th Street Columbus, GA 31901

Dear Mr. Cook, Mayor Henderson:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-13-0035-048-2021 at <u>Columbus Airport</u> in Columbus, Georgia. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elinvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

- 1. Non-construction project: Due annually at end of the Federal fiscal year.
- 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Russell Maraman, (404) 305-6745, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Larry Clark Manager

Jan, F. Clark



### FAA Airport Improvement Program (AIP)

# **GRANT AGREEMENT** Part I - Offer

August 30, 2021 Federal Award Offer Date Airport/Planning Area Columbus Airport FY2021 AIP Grant Number 3-13-0035-048-2021 Unique Entity Identifier 107532855 TO:

Columbus Consolidated Government

(herein called the "Sponsor")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 17, 2021, for a grant of Federal funds for a project at or associated with the Columbus Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Columbus Airport (herein called the "Project") consisting of the following:

### Remark Taxiway A (RIM); Acquire Aqueous Film Forming Foam (AFFF) Testing System

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seg., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

 Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$351,778.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b): \$ 351,778 airport development or noise program implementation.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    - For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as
      the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the
      Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. Close Out and Termination
    - 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
    - The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

- Ineligible or Unallowable Costs. The Sponsor must not include any costs in the project that the FAA
  has determined to be ineligible or unallowable.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the
  indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for
  Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs.</u> The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any
  part of the costs of the project unless this offer has been accepted by the Sponsor on or before
  September 16, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

- required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
- Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each
  payment request under this Agreement electronically via the Delphi elnvoicing System for
  Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:
    - 1. 15 percent; or
    - 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

### 18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 19. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

### 20. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

### 21. Trafficking in Persons.

- You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
  - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  - Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either –
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. AIP Funded Work Included in a PFC Application. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 1, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

### 24. Employee Protection from Reprisal.

a. Prohibition of Reprisals -

- In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
- Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- Submission of Complaint A person who believes that they have been subjected to a
  reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the
  reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
- 5. Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

UNITED STATES OF AMERICA FEDERAL AYIATION ADMINISTRATION

(Signature)

Larry F. Clark

(Typed Name)

Manager, ATL-ADO

(Title of FAA Official)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 30, 2021

Columbus Consolidated Government

(Name of Sponsor)

Don Cook

Don Cook (Aug 30, 2021 15:46 EDT)

(Signature of Sponsor's Authorized Official)

By: Don Cook

(Typed Name of Sponsor's Authorized Official)

Title: Commissioner, Chair

(Title of Sponsor's Authorized Official)

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Georgia</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

declare under penalty of perjury t	nat the foregoing is true and correct. <sup>3</sup>
Dated at	<del>_</del>
	Ву:
	(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Columbus Consolidated Governmen
(Name of Sponsor)
(Signature of Sponsor's Authorized Official)
(Typed Name of Sponsor's Authorized Official)
tle:

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Georgia</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

	ву:
Dated at	
I declare under penalty of perjury that the foregoing is tr	ue and correct. <sup>3</sup>

# MINUTES AT THE SPECIAL CALLED MEETING OF THE COLUMBUS AIRPORT COMMISSION HELD AT THE COLUMBUS AIRPORT MONDAY, SEPTEMBER 7, 2021

The following Commission members were present for the entire meeting:

<u>NAME</u> <u>EXPIRES</u>

Mr. Don D. Cook, Chairman	December 31, 2022
Mr. James Barker, Vice Chairman	December 31, 2023
Ms. Tana McHale, Treasurer	December 31, 2021
Mr. Art Guin	December 31, 2025

The following Commission member were absent

Mr. Carl Rhodes, Jr., Secretary December 31, 2024

Legal Counsel: Alston Lyle

Don Morgan

Staff member present:

Amber Clark, C.M., Airport Director

## **BUSINESS OF THE MEETING**

Mr. Don Cook called the September 7, 2021, Special Called meeting by Visual and Zoom to order at 11:05 a.m. Mr. Don Cook opened the meeting by asking Ms. Amber Clark if there was any discussion or any thing she would like to share.

Ms. Amber Clark provided the following:

# **CONSIDER APPROVAL OF AIP GRANT 48 FOR \$351,778**

3-13-0035-048-2021 \$351,778 For procurement of Mobile Foam Test System for Air Rescue and Fire Fighting (ARFF) vehicle, Airfield Markings Updates Project (Design & Construction)

Ms. Amber Clark explained that Grant 48 was for a procurement of a Mobile Foam Test System for our Air Rescue and Firefighting vehicle. It has the A

triple F foam inside the has been found to be carcinogenic. Instead of testing it by releasing the foam there is a cart that can run it through, therefore this grant will help to procure that cart as well as to pay for some airfield markings on runway 6-24 that are not within standard according to our Part 139 inspection.

# **CONSIDER APPROVAL OF AIP GRANT 51 FOR \$527,220**

3-13-0035-051-2021

\$527,220

Master Plan Update-Phase 1

Ms. Amber Clark explained that Grant 51 is for our Master Plan Update-Phase 1. The Master Plan is our 20-year outlook for the airport involving the community and just deciding what kind of facilities, operations and aircraft will be using our airport in the next 20 years. Phase 1 which will be focusing on just inventory and looking at the current facilities, airfield approaches, and obstacles. Ms. Clark advised that after September there may be an amendment to one of the grants for \$221,000. This funding will be the second portion of the multi-year grant awarded from the FAA for the Terminal Roof Repair. Ms. Clark stated that a vote is not necessary today on this matter.

Mr. Don Cook asked if there were any discussion. Hearing no discussion Mr. Cook called to entertain a motion to approve both grants. Motioned by Mr. James Barker to approve Grant 48 and 51; second by Ms. Tana McHale and unanimously approved by Commission. Ayes: 4 / Nays: 0

Item #3.

EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the "Commission") has applied for a grant pursuant

to the Airport Improvement Program to assist with continued operations and maintenance of the

Columbus Airport. As is customary, the Commission has applied to the Federal Aviation

Administration for grant monies to fund these activities.

The funds from the proposed grant will be used to assist with assist with remarking

Taxiway A and acquiring an aqueous film forming foam (AFFF) testing system. Taxiway A serves

the primary commercial runway, and the remarking is a normal maintenance cost. The AFFF

testing system relates to maintaining the quality of the foam spray used by the Airport's Aircraft

Rescue and Fire Fighting vehicles as a fire suppressant for gasoline fires. The FAA has agreed to

fund 90% of all allowable costs. The remaining 10% will be split equally between the Commission

and GDOT.

This resolution and explanation prepared by:

W. Donald Morgan, Jr., Esq.

MORGAN & LYLE, P.C.

Attorneys for Columbus Airport Commission

Post Office Box 2056

Columbus, Georgia 31902

- Page 55 -

## File Attachments for Item:

4. A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government. (Grant No. 51) (Request of the Airport Commission)



Airports Division Southern Region Georgia, Puerto Rico, South Carolina, Virgin Islands

1701 Columbia Avenue College Park, GA 30337

August 30, 2021

Mr. Don Cook Airport Commission Chairman 3250 West Britt David Road Columbus, GA 31909

Honorable B.H. Henderson, III 100 10th Street Columbus, GA 31901

Dear Mr. Cook, Mayor Henderson:

We are transmitting to you for execution the Grant Offer for Airport Improvement Program (AIP) Project No. 3-13-0035-051-2021 at <u>Columbus Airport</u> in Columbus, Georgia. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant by providing their electronic signature.
- c. Once the sponsor's authorized representative has electronically signed the grant, the sponsor's attorney will automatically be sent via email the grant to provide their electronic signature.
- d. You may not make any modification to the text, terms or conditions of the grant offer.
- e. Following the attorney's action, the executed grant will be automatically sent to all parties as an attachment to an email.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi elnvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status, which will affect your ability to receive future grant offers.

Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- A signed/dated SF-270 (non-construction projects) or SF-271 or equivalent (construction projects) and SF-425 annually, due 90 days after the end of each federal fiscal year in which this grant is open (due December 31 of each year this grant is open); and
- Performance Reports, which are due within 30 days of the end of a reporting period as follows:

- 1. Non-construction project: Due annually at end of the Federal fiscal year.
- 2. Construction project: Submit FAA form 5370-1, Construction Progress and Inspection Report at the end of each fiscal quarter.

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project(s) is completed and all costs are determined, we ask that you close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

Russell Maraman, (404) 305-6745, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Larry Clark Manager

Jany 7. Clark



### FAA Airport Improvement Program (AIP)

# GRANT AGREEMENT Part I - Offer

Federa	l Award Offer Date	August 30, 2021
Airport	/Planning Area	Columbus Airport
FY2021	. AIP Grant Number	3-13-0035-051-2021
Unique	Entity Identifier	107532855
TO:	Columbus Consolidated Government	
	(herein called the "Sponsor	·")

FROM: The United States of America (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 17, 2021, for a grant of Federal funds for a project at or associated with the Columbus Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Columbus Airport (herein called the "Project") consisting of the following:

### Update Airport Master Plan - Phase 1

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100 percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

### CONDITIONS

 Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$527,220.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 527,220 for planning.

- 2. Grant Performance. This Grant Agreement is subject to the following Federal award requirements:
  - a. Period of Performance:
    - Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
    - Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).
  - b. Budget Period:
    - 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the period of performance provided in Paragraph a.1. Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
    - Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.
  - c. Close Out and Termination
    - 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).
    - The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- Indirect Costs Sponsor. The Sponsor may charge indirect costs under this award by applying the
  indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for
  Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, and the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"). Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project, and request prior approval from FAA. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
- Amendments or Withdrawals before Grant Acceptance. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any
  part of the costs of the project unless this offer has been accepted by the Sponsor on or before
  September 16, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 9. Improper Use of Federal Funds. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
- United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
- 11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).
  - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if

- required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <a href="http://www.sam.gov">http://www.sam.gov</a>).
- Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.
- Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each
  payment request under this Agreement electronically via the Delphi elnvoicing System for
  Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
- Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
- 17. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - a. May not be increased for a planning project;
  - b. May be increased by not more than 15 percent for development projects if funds are available;
  - c. May be increased by not more than the greater of the following for a, land project, if funds are available:
    - 1. 15 percent; or
    - 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

### 18. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA.

- 19. <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:
  - a. Verify the non-Federal entity is eligible to participate in this Federal program by:
    - Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - c. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

### 20. Ban on Texting While Driving.

- In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

### 21. Trafficking in Persons.

- You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –
  - 1. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
  - 2. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
  - 3. Use forced labor in the performance of the Grant or any subgrants under this Grant.
- b. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity
  - 1. Is determined to have violated a prohibition in paragraph a. of this condition; or
  - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph a. of this condition through conduct that is either
    - a. Associated with performance under this Grant; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition.
- d. Our right to terminate unilaterally that is described in paragraph a. of this condition:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant Agreement.
- 22. <u>AIP Funded Work Included in a PFC Application</u>. Within 90 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
- 23. Exhibit "A" Property Map. The Exhibit "A" Property Map dated February 1, 2010, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

### 24. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

- In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a.2. below, information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
- Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office:
  - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
  - v. A court or grand jury;
  - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
  - vii. An authorized official of the Department of Justice or other law enforcement agency.
- 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph a of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- 4. Time Limitation for Submittal of a Complaint —A complaint may not be brought under this condition more than three years after the date on which the alleged reprisal took place.
- Required Actions of the Inspector General Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

### SPECIAL CONDITIONS

25. <u>Buy American Executive Orders</u>. The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

3-13-0035-051-2021

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.1

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

(Signature)

Larry F. Clark

(Typed Name)

Manager, ATL-ADO

(Title of FAA Official)

<sup>&</sup>lt;sup>1</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Dated August 30, 2021

Columbus Consolidated Government

(Name of Sponsor)

Don Cook (Aug 30, 2021 15:50 EDT)

(Signature of Sponsor's Authorized Official)

By: Don Cook

(Typed Name of Sponsor's Authorized Official)

Title: Commissioner, Chair

(Title of Sponsor's Authorized Official)

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Georgia</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at		
	Ву:	
	(Signatu	ire of Spansor's Attorney)

(Title of Sponsor's Authorized Official)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.<sup>2</sup>

Columbus Consolidated Government

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

<sup>&</sup>lt;sup>2</sup> Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

### CERTIFICATE OF SPONSOR'S ATTORNEY

I, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of <u>Georgia</u>. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State, the FAA Reauthorization Act of 2018 (Public Law Number 115-254); Title 49 U.S.C., Chapters 471 and 475; 49 U.S.C. §§ 40101, et seq., and 48103; and the Department of Transportation Appropriations Act, 2021 (Public Law 116-260, Division L), as further amended by the American Rescue Plan Act of 2021 (Public Law 117-2). In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at		
	By:	s Attornaul

# MINUTES AT THE SPECIAL CALLED MEETING OF THE COLUMBUS AIRPORT COMMISSION HELD AT THE COLUMBUS AIRPORT MONDAY, SEPTEMBER 7, 2021

The following Commission members were present for the entire meeting:

<u>NAME</u> <u>EXPIRES</u>

Mr. Don D. Cook, Chairman	December 31, 2022
Mr. James Barker, Vice Chairman	December 31, 2023
Ms. Tana McHale, Treasurer	December 31, 2021
Mr. Art Guin	December 31, 2025

The following Commission member were absent

Mr. Carl Rhodes, Jr., Secretary December 31, 2024

Legal Counsel: Alston Lyle

Don Morgan

Staff member present:

Amber Clark, C.M., Airport Director

## **BUSINESS OF THE MEETING**

Mr. Don Cook called the September 7, 2021, Special Called meeting by Visual and Zoom to order at 11:05 a.m. Mr. Don Cook opened the meeting by asking Ms. Amber Clark if there was any discussion or any thing she would like to share.

Ms. Amber Clark provided the following:

# **CONSIDER APPROVAL OF AIP GRANT 48 FOR \$351,778**

3-13-0035-048-2021 \$351,778 For procurement of Mobile Foam Test System for Air Rescue and Fire Fighting (ARFF) vehicle, Airfield Markings Updates Project (Design & Construction)

Ms. Amber Clark explained that Grant 48 was for a procurement of a Mobile Foam Test System for our Air Rescue and Firefighting vehicle. It has the A

triple F foam inside the has been found to be carcinogenic. Instead of testing it by releasing the foam there is a cart that can run it through, therefore this grant will help to procure that cart as well as to pay for some airfield markings on runway 6-24 that are not within standard according to our Part 139 inspection.

# **CONSIDER APPROVAL OF AIP GRANT 51 FOR \$527,220**

3-13-0035-051-2021

\$527,220

Master Plan Update-Phase 1

Ms. Amber Clark explained that Grant 51 is for our Master Plan Update-Phase 1. The Master Plan is our 20-year outlook for the airport involving the community and just deciding what kind of facilities, operations and aircraft will be using our airport in the next 20 years. Phase 1 which will be focusing on just inventory and looking at the current facilities, airfield approaches, and obstacles. Ms. Clark advised that after September there may be an amendment to one of the grants for \$221,000. This funding will be the second portion of the multi-year grant awarded from the FAA for the Terminal Roof Repair. Ms. Clark stated that a vote is not necessary today on this matter.

Mr. Don Cook asked if there were any discussion. Hearing no discussion Mr. Cook called to entertain a motion to approve both grants. Motioned by Mr. James Barker to approve Grant 48 and 51; second by Ms. Tana McHale and unanimously approved by Commission. Ayes: 4 / Nays: 0

#### RESOLUTION

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

## RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AVIATION ADMINISTRATION GRANT AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT NO. 3-13-0035-051-2021

A Resolution authorizing, approving and ratifying the execution of a Grant Agreement by and among United States of America, acting through the Federal Aviation Administration (hereinafter called "FAA"), the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government.

WHEREAS, the Columbus Airport Commission on May 17, 2021 submitted an application pursuant to the Airport Improvement Program (AIP) to the FAA to assist with updating the Columbus Airport Master Plan—Phase 1; and

WHEREAS, by Grant Agreement dated August 30, 2021, a copy of which is attached hereto as Exhibit A, the FAA has offered the sum of \$527,220.00; and

WHEREAS, because this is an Airport Improvement Project grant, the FAA is obligated to contribute up to 90% of the funding thereunder, the remaining 10% being split equally between the Columbus Airport Commission and the Georgia Department of Transportation; and

WHEREAS, Columbus, Georgia, a Consolidated Government, is co-sponsor with the Columbus Airport Commission for this FAA grant and the execution of such Grant Agreement by Columbus, Georgia is necessary for the Columbus Airport Commission to receive the funding anticipated from the FAA; and

WHEREAS, the Columbus Airport Commission by resolution passed at a called meeting thereof held on September 7, 2021, the Minute of which are attached as Exhibit B, has formally agreed to accept the offer of such grant from the FAA and has caused the Grant Agreement to be executed by its duly authorized officers; and

WHEREAS, the Columbus Airport Commission has agreed in a separate Memorandum of Understanding with Columbus, Georgia that it will be responsible for performing all responsibilities assumed by all Sponsors signing the Grant Agreement and to indemnify and hold Columbus harmless for any liabilities associated with failure to perform the Sponsor Obligations under the Grant Agreement; and

WHEREAS, Columbus, Georgia, deems it in the best interest of Columbus, Georgia, and the Columbus Airport Commission to accept the FAA's offer of funding; and

WHEREAS, said Grant Agreement must be accepted and executed by Columbus, Georgia, and the Columbus Airport Commission and returned to the FAA on or before September 16, 2021.

NOW, THEREFORE, be it resolved by the Council of Columbus, Georgia, and it is hereby resolved:

- 1. That Columbus, Georgia, a Consolidated Government, hereby authorizes the acceptance of the offer of a grant proposed by the FAA and hereby authorizes, approves, and ratifies the execution of the Grant Agreement among the FAA and the Columbus Airport Commission and Columbus, Georgia, a Consolidated Government, as co-sponsors of the Columbus Airport, in the form presented to Council and made a part hereof by this specific reference; and
- 2. That the execution of the Grant Agreement referred to hereinabove, on behalf of said Columbus, Georgia, a Consolidated Government, by the Honorable Skip Henderson, as Mayor, and the Honorable Sandra T. Davis, as Clerk, and the impression of the official seal of Columbus, Georgia, a Consolidated Government, which shall be electronic pursuant to FAA execution requirements, is hereby authorized, adopted, approved, accepted, and ratified.
- 3. That Mayor is also authorized to enter into a Memorandum of Understanding with the Columbus Airport Commission in accordance with the terms set forth above.

# (Remainder of page intentionally left blank.)

•	C	ouncil of Columbus, Georgia, held or	
day of September, 2021, and	adopted at said me	eeting by the affirmative vote of	members
of said Council.			
Councilor Allen Councilor Barnes Councilor Crabb Councilor Davis Councilor Garrett Councilor House Councilor Huff Councilor Thomas Councilor Tucker Councilor Woodson	voting		
SANDRA T. DAVIS, CLERK OF COUNCIL		— B. H. "SKIP" HENDER MAYOR	RSON, III,

Item #4.

#### EXPLANATION OF RESOLUTION

The Columbus Airport Commission (the "Commission") has applied for a grant pursuant to the Airport Improvement Program to assist with updating the Columbus Airport Master Plan. The Master Plan is a document which outlines potential projects and upgrades to the airport's infrastructure for a period of twenty (20) years; however, the Master Plan is generally updated far more frequently than each twenty (20) years.

The funds from the proposed grant will be used to assist in the planning phase of the Master Plan update. The FAA has agreed to fund 90% of all allowable costs. The remaing 10% will be split equally between the Commission and GDOT.

This resolution and explanation prepared by:

W. Donald Morgan, Jr., Esq. MORGAN & LYLE, P.C. Attorneys for Columbus Airport Commission Post Office Box 2056 Columbus, Georgia 31902

#### File Attachments for Item:

# 1. American Rescue Plan – Funding Priorities

Approval is requested to authorize the funding priorities for the first allocation of the American Rescue Plan of \$39,241,019 which includes a temporary Project Financial Analyst as well as Premium and Pandemic Pay for eligible Essential Workers.

TO:	Mayor and Councilors
AGENDA SUBJECT:	American Rescue Plan – Funding Priorities
AGENDA SUMMARY:	Approval is requested to authorize the funding priorities for the first allocation of the American Rescue Plan of \$39,241,019 which includes a temporary Project Financial Analyst as well as Premium and Pandemic Pay for eligible Essential Workers.
INITIATED BY:	City Manager's Office

**Recommendation:** Approval is requested to authorize the funding priorities for the first allocation of the American Rescue Plan of \$39,241,019 which includes a temporary Project Financial Analyst as well as Premium and Pandemic Pay for eligible Essential Workers.

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 balance will be distributed in 12 months. There is a need for an additional full-time temporary employee, Project Financial Analyst, to oversee the coordination of all ARP Funding expenditures and Federal and State Reporting requirements to be funded thru the ARP allocation for Administration. Also, to recognize those employees performing essential work during the COVID-19 public health emergency and depending on eligibility of the work performed, all full-time employees that meet the criteria of ARP Premium Pay will receive up to \$3000, and those full-time employees that do not meet the criteria for ARP Premium Pay will receive up to \$1,500.

Analysis: The U. S. Treasury has issued an Interim Final Rule (IFR) on May 17, 2021 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:

- Automation of Garbage Collection to include Garbage Trucks and Carts = \$19,530,030
- Revenue Recovery = \$3,559,470.84
- Small Business Grants = \$3,000,000
- Ambulances = \$2,100,000
- Community Safeguard Programs to include Cure Violence, Summer Youth and Youth Development Programs, and Cameras = \$1,000,000
- Broadband/Cyber Security Upgrades Phase 1 = \$3,000,000
- Premium pay for Public Safety and Other Essential Employees = \$5,000,000
- Stormwater Infrastructure = \$0 (Delay to Phase 2)

- Economic/Tourism Grants = \$1,850,000
- Non-Profit Grants = \$1,000,000
- Administration (includes a full-time temporary position for up to 3 years) = \$201,518.16

Item #1.

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.

The ARP Premium Pay will be for essential workers who performed regular in-person interaction or regular physical handling of items that were also handled by others and were did not telework at all. Premium Pay will be paid for work during the time period of 01/27/2020-06/30/2021 and will be paid thru six-month intervals up to \$3,000. The employees that qualify for Premium Pay includes all Public Safety Sworn Personnel with annual earnings less than \$78,116.15, Bus Operators, Truck Drivers, Correctional Officers, Sanitation Workers, Janitors/Custodian Workers. The \$3,000 will be paid for the following increments: \$1,000 for hire date on or before 01/27/2020 thru 06/30/2020, \$1,000 for 07/01/2020 thru 12/31/2020, and 1,000 for 01/01/2021 thru 06/30/2021. Employees must still be an employee of the Consolidated Government at the time of payment. No employee hired on or after 07/01/2021 will be eligible. For all other essential full-time employees that were employed during these dates and still an employee of the Consolidated Government at the time of payment will receive \$1,500 in \$500 increments based on the dates provided for recognition of their service during the public health emergency. The Premium and Pandemic Pay will be paid on 10/15/2021. Employees who are not eligible for this pay include elected officials, part time employees, temporary and seasonal employees.

<u>Financial Considerations</u>: The funding is available in the ARP first allocation for all of the priorities except for the employees that do not qualify for the ARP Premium Pay. This recognition pay will be funded thru the reserves established from the CARES Act funding.

<u>Legal Considerations:</u> The City Attorney will review all grant agreements prior to obtaining the City Manager's signature.

**Recommendation/Action:** Approval is requested to authorize the funding priorities for the first allocation of the American Rescue Plan of \$39,241,019 which includes a temporary Project Financial Analyst as well as Premium and Pandemic Pay for eligible Essential Workers.

#### **A RESOLUTION**

NO.

Item #1.

# A RESOLUTION AUTHORIZING THE ALLOCATION OF THE FIRST PHASE 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 first phase of funding totaling \$39,241,019; and,

**WHEREAS**, the CCG has identified the following funding priorities:

- Automation of Garbage Collection to include Garbage Trucks and Carts = \$19,530,030
- Revenue Recovery = \$3,559,470.84
- Small Business Grants = \$3,000,000
- Ambulances = \$2,100,000
- Community Safeguard Programs to include Cure Violence, Summer Youth and Youth Development Programs, and Cameras = \$1,000,000
- Broadband/Cyber Security Upgrades Phase 1 = \$3,000,000
- Premium pay for Public Safety and Other Essential Employees = \$5,000,000
- Stormwater Infrastructure = \$0 (Delay to Phase 2)
- Economic/Tourism Grants = \$1,850,000
- Non-Profit Grants = \$1,000,000
- Administration (includes a full-time temporary position for up to 3 years) = \$201,518.16; and,

**WHEREAS**, the Council would like to commend the Columbus Consolidated Government employees for their meritorious service during the public health emergency by providing Premium Pay or Pandemic Pay to the eligible employees.

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

To authorize the funding priorities for the first allocation of the American Rescue Plan, establish a full-time temporary position, Project Financial Analyst, for up to 3 years, authorize Premium Pay in \$1,000 increments to the eligible full-time employees and Pandemic Pay in \$500 increments to the eligible full-time employees as outlined on the attached summary.

Introduced	at	a	regular	meeting	of	the	Council	of	Columbus,	Georgia,	held	the
day of _				_, 2021 a	nd a	adopt	ed at said	l me	eeting by the	affirmativ	ve vot	e of
 mem	bers	S O	f said Co	uncil.								

Councilor Allen voting	
Councilor Barnes voting	
Councilor Crabb voting	
Councilor Davis voting	Da 00
Councilor Garrett voting	- Page 80 -
Councilor House voting	

Councilor Huff voting	·		
Councilor Thomas voting	·		
Councilor Tucker voting	·		Item #
Councilor Woodson voting	·		
Sandra T. Davis, Clerk of Council	_	B.H. "Skip" Henderson, Mayor	_

# Premium Pay for Essential Workers

These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of our community.

Premium pay includes the following CCG positions:

- All Public Safety Sworn Personnel\*
- Bus Operators
- Truck Drivers
- · Correctional Officers
- Sanitation Workers
- Janitors/Custodian Workers
- \*Annual earnings less than \$78,116.15

Six months	\$1000	Full time Active employee	Hire Date on or <b>before</b> 01/27/2020
Six months	\$1000	Full time Active employee	Hire Date on or after 07/01/2020
Six months	\$1000	Full time Active employee	Hire date on or after 01/01/2021
N/A	N/A	Full time Active employee	Hire date on or after 07/01/2021
Total	\$3000		

Premium Pay		
Employees 1289		
Total Cost	\$4,467,551	

#### Item #1.

# Pandemic Pay for Essential Workers but not eligible for Premium Pay

These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of our community.

Pay for essential workersinclude the following CCG positions:

- All full-time regular positions not included in Premium Pay
- Exclusions include:
  - Part time employees
  - Elected Officials
  - Grant paid employees
  - Employees hired after 06/30/2021

Six months	\$500	Full time Active employee	Hire Date on or <b>before</b> 01/27/2020
Six months	\$500	Full time Active employee	Hire Date on or after 07/01/2020
Six months	\$500	Full time Active employee	Hire date on or <b>after</b> 01/01/2021
N/A	N/A	Full time Active employee	Hire date on or <b>after</b> 07/01/2021
Total	\$1500		

Essential Worker Pay	
Employees 879	
Total Cost	\$1,370,978

#### File Attachments for Item:

#### 2. GMA Hub Cities Conference Donations

Approval is requested to accept donations in support of the Georgia Municipal Association's Hub Cities Conference that Columbus, in partnership with Georgia Power, will host beginning September 29 - 30, 2021. Mayors and City Managers from 13 participating metropolitan areas meet regularly to discuss various topics and/or challenges impacting their communities.

## Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	GMA Hub Cities Conference Donations
AGENDA SUMMARY:	Approval is requested to accept donations in support of the Georgia Municipal Association's Hub Cities Conference that Columbus, in partnership with Georgia Power, will host beginning September 29 - 30, 2021. Mayors and City Managers from 13 participating metropolitan areas meet regularly to discuss various topics and/or challenges impacting their communities.
INITIATED BY:	City Manager's Office

**Recommendation:** Approval is requested to accept donations in support of the GMA Hub Cities Conference.

**Background:** The Georgia Municipal Association's Hub Cities Initiative was established in 2013 as a result of collaborative innovation relative to GMA's Annual Mayor's Day Conference. Mayors and City Managers from 13 participating metropolitan areas meet regularly to discuss various topics and/or challenges impacting their communities including but not limited to transportation, education, taxes, job creation and homelessness.

<u>Analysis:</u> Columbus, in partnership with Georgia Power, will host the next Hub Cities Conference beginning September 29 - 30, 2021.

<u>Financial Considerations:</u> Donations will be accepted and expended to cover meeting room and food expenses to host the conference.

<u>Legal Considerations:</u> Council's approval is required to accept donations and expend funds for said expenses.

**Recommendations/Actions:** Approve a resolution to accept donations in support of the GMA Hub Cities Conference.

## A RESOLUTION NO.

# A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATIONS IN SUPPORT OF THE GEORGIA MUNICIPAL ASSOCIATION'S HUB CITIES CONFERENCE.

WHEREAS, the Georgia Municipal Association ("GMA") Hub Cities Initiative was established in 2013 as a result of collaborative innovation relative to GMA's Annual Mayor's Day Conference; and,

WHEREAS, Mayors and City Managers from 13 participating metropolitan areas meet regularly to discuss various topics and/or challenges impacting their communities including but not to transportation, education, taxes, job creation and homelessness; and,

WHEREAS, Columbus, in partnership with Georgia Power, will host the next Hub Cities Conference beginning September 29 - 30, 2021; and,

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

That the Mayor, City Manager and Finance Director are hereby authorized to accept donations in support of the GMA Hub Cities Initiative, and to expend such monies to cover said expenses relative to the cost of hosting the Conference, with the City Manager's approval, for the following expenses:

Meeting Room and Food Expenses to include food and beverages during reception and dinner.

Introduced at a regular meetir	ng of the Council of Columbus, Geo	orgia held on the 14th day of
September, 2021, adopted at said m	neeting 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	·	

#### File Attachments for Item:

### 3. Retiree Health Insurance Plan

Approval is requested authorizing renewal of the Medicare eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan. The retiree's monthly premium rate will be \$99.23 a month for the City subsidized retiree group (hired prior to July 1, 2001) and \$132.30 for the unsubsidized retiree group (hired on or after July 1, 2001). The out of pocket maximum will remain at \$1,000 annually.

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Retiree Health Insurance Plan
AGENDA SUMMARY:	Approval is requested authorizing renewal of the Medicare eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan. The retiree's monthly premium rate will be \$99.23 a month for the City subsidized retiree group (hired prior to July 1, 2001) and \$132.30 for the unsubsidized retiree group (hired on or after July 1, 2001). The out of pocket maximum will remain at \$1,000 annually.
INITIATED BY:	Human Resources

**Recommendation:** Approval is requested authorizing renewal of the Medicare eligible healthcare plan benefits and the United Healthcare Medicare Advantage plan.

**Background:** In October 2007 Council authorized implementation of a Medicare Advantage plan and established a cost sharing formula whereby the City pays 25% of the fully insured health plan premium (Ord. No. 07-70) for employees hired prior to July 1, 2001. All retirees who are Medicare eligible and were hired on or after July 1, 2001 are not eligible for the 25% City subsidy (Ord. No. 14-25). Since 2012, the Retiree Benefits Committee has approved United Healthcare as the carrier for the Medicare Advantage Plan because of the favorable plan design and minimum premium increases.

City Council authorized a contract with United Healthcare for the retiree Medicare Advantage Plan (Res. No. 284-12). There is no recommended change in Medicare Advantage plan provider for the retirees for calendar year 2022 and the Retiree Benefits Committee, NFP Benefits Consulting, and the Human Resources Department recommends remaining with United Healthcare.

Analysis: Two vendors made bids for coverage, Anthem Insurance and United Healthcare. United Healthcare presented another strong bid for coverage in CY2022. The post-65 retiree health insurance costs will be reduced by 2% in 2022 and there are no plan design changes. The retiree's monthly premium rate will be \$99.23 a month for the City subsidized retiree group (hired prior to July 1, 2001) and \$132.30 for the unsubsidized retiree group (hired on or after July 1, 2001). The out of pocket maximum will remain at \$1,000 annually. Because of United Healthcare's competitive bid, excellent customer service, stability and consistency; it was determined to remain with UHC.

**<u>Financial Considerations:</u>** A reduction in plan costs means the cost to the City will be reduced by 2% in CY2022.

**<u>Legal Considerations:</u>** The Council must authorize changes to the health plan.

**Recommendations/Actions:** The Retiree Health Benefits Committee, NFP Benefits Consultant, and the Human Resources Director recommend the proposed resolution.

#### Item #3.

#### **A RESOLUTION**

NIO	
NO	

A RESOLUTION AUTHORIZING RENEWAL OF THE MEDICARE ELIGIBLE HEALTH PLAN BENEFITS AND THE UNITED HEALTHCARE MEDICARE ADVANTAGE PPO PLAN.

**WHEREAS,** United Healthcare has offered the City a competitive renewal of the Medicare Advantage PPO plan which resulted in a 2% reduced premium rates and no plan design changes; and,

**WHEREAS**, the monthly premium rate is \$99.23 for the City subsidized retiree group and \$132.30 for the unsubsidized retiree group. The out of pocket maximum is \$1,000 annually for CY2022; and,

**WHEREAS**, the Columbus Council must authorize implementation of the recommended plan renewal.

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

#### Section I.

•	thorized to renew the existing Medicare Advantage PPO contract val will become effective January 1, 2022.
	ting of the Council of Columbus, Georgia, held the 14th day of ting by the affirmative vote of members of said Council.
Councilor Allen voting Councilor Barnes voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor House voting Councilor Huff voting Councilor Thomas voting Councilor Tucker voting Councilor Woodson voting	
Sandra T. Davis Clerk of Council	B H "Skin" Henderson III Mayor

#### File Attachments for Item:

## 4. Street Acceptance – Property Formally Known as 1st Avenue

Approval is requested for the acceptance of that portion of property formally known as 1<sup>st</sup> Avenue that runs from south right of way line for 18<sup>th</sup> Street south to the north right of way line for Norfolk Southern Railroad. It is desired to restore the right of way for 1<sup>st</sup> Avenue as a public street for operation and maintenance. The City will be responsible for the cost of operation and maintenance to include public improvements and installation of official street name signs.

# Columbus Consolidated Government Council Meeting Agenda Item

Item #4.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Street Acceptance – Property Formally Known as 1st Avenue
AGENDA SUMMARY:	Approval is requested for the acceptance of that portion of property formally known as 1 <sup>st</sup> Avenue that runs from south right of way line for 18 <sup>th</sup> Street south to the north right of way line for Norfolk Southern Railroad. It is desired to restore the right of way for 1 <sup>st</sup> Avenue as a public street for operation and maintenance. The City will be responsible for the cost of operation and maintenance to include public improvements and installation of official street name signs.
INITIATED BY:	Department of Engineering

**Recommendation:** Approval is requested for the acceptance of that portion of property formerly known as 1<sup>st</sup> Avenue that runs from the south right of way line for 18<sup>th</sup> Street in a southernly direction to the north right of way line for Norfolk Southern Railroad and being more particularly described as: "ALL OF LOT 102, 68,362 S.F., 1.57 ACRES+- as shown on map or plat entitled "Re-Plat Street Tract 7, Tracts 8 & 11 Riverfront Campus, Survey for Total Systems Services, LLC and Mercer University", dated July 23, 2020 and recorded in Plat Book 166, Folio 186. Adding this portion of right of way to the Official Street map and recognizing the street as 1<sup>st</sup> Avenue.

**Background:** Ordinance No. 98-3 approved the deletion of street segments and rights of way within a 46- acre tract of land sold to Total System Services for future expansion of the Riverfront campus. These portions of right of way were removed from the Official Street Map for the City of Columbus, Georgia. This action included a portion of 1<sup>st</sup> Avenue.

<u>Analysis:</u> Total Systems currently has no future plans to expand the Riverfront campus. Mercer University currently has a campus under development in the area. It is desired to restore the right of way for 1<sup>st</sup> Avenue as a public street for operation and maintenance. It will provide access to the Mercer University facilities.

<u>Financial Considerations</u>: The City will be responsible for the cost of operation and maintenance to include public improvements and installation of official street name signs.

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

**Recommendation/Action:** Approve the acceptance of that portion of property formerly known as 1<sup>st</sup> Avenue that runs from the south right of way line for 18<sup>th</sup> Street in a southernly direction to the north right of way line for Norfolk Southern Railroad and being described as: "ALL OF LOT 102, 68,362 S.F., 1.57 ACRES+- as shown on map or plat entitled "Re-Plat Street Tract 7, Tracts 8 & 11 Riverfront Campus, Survey for Total Systems Services, LLC and Mercer University", dated July 23, 2020 and recorded in Plat Book 166, Folio 186.

Adding this portion of right of way to the Official Street map and recognizing the street as 1 <sup>st</sup> Avenue.	
	Item #4.

#### **A RESOLUTION**

NO.

Item #4.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZING THE ACCEPTANCE OF A DEED TO THAT PORTION OF 1<sup>ST</sup> AVENUE THAT RUNS IN A SOUTHERNLY DIRECTION FROM THE SOUTH RIGHT OF WAY LINE FOR 18<sup>TH</sup> STREET TO THE NORTH RIGHT OF WAY LINE FOR NORFOLK SOUTHERN RAILROAD AND BEING DESCRIBED AS: "ALL OF LOT 102, 68,362 S.F., 1.57 ACRES+- AS SHOWN ON MAP OR PLAT ENTITLED "RE-PLAT STREET TRACT 7, TRACTS 8 & 11 RIVERFRONT CAMPUS, SURVEY FOR TOTAL SYSTEMS SERVICES, LLC AND MERCER UNIVERSITY", DATED JULY 23, 2020 AND RECORDED IN PLAT BOOK 166, FOLIO 186. ADDING THIS PORTION OF RIGHT OF WAY TO THE OFFICIAL STREET MAP AND RECOGNIZING THE STREET AS 1<sup>ST</sup> AVENUE.

**WHEREAS**, Ordinance No. 98-3 authorized the abandonment of certain roads which included portions of 1<sup>st</sup> Avenue for the development of the Total Systems Services, Inc. Riverfront Campus; and,

**WHEREAS**, Total Systems currently no longer intends on implementing the original plan; and,

**WHEREAS**, Mercer University is currently developing a campus in the same area and needs a portion of 1<sup>st</sup> Avenue for access; and,

**WHEREAS**, the Department of Engineering has determined the streets meets the standards for a public street.

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

#### **SECTION I.**

The "Official Street Map, Consolidated Government of Columbus, Georgia "maintained in accordance with 18.1 of the Columbus Code and appropriate Tax Map are hereby amended by the adding the following property to said maps and recognizing it as 1<sup>st</sup> Avenue:

"ALL OF LOT 102, 68,362 S.F., 1.57 ACRES+- as shown on map or plat entitled "Re-Plat Street Tract 7, Tracts 8 & 11 Riverfront Campus, Survey for Total Systems Services, LLC and Mercer University", dated July 23, 2020, and recorded in Plat Book 166, Folio 186.

	Introduced at a regular meeting of the Council of Columbus, Georgia held on the	day
of	, 2021 and adopted at said meeting by the affirmative vote of members	ers of said
Counci	il.	

Councilor Allen voting Councilor Barnes voting Councilor Crabb voting



Councilor Davis voting	·		
Councilor Garrett voting			
Councilor House voting			Item #4.
Councilor Huff voting	<u> </u>		
Councilor Thomas voting	<u></u> .		
Councilor Tucker voting			
Councilor Woodson voting	·		
			_
Sandra T. Davis, Clerk of Council		B.H. "Skip" Henderson, Mayor	

AFTER RECORDATION PLEASE RETURN TO: Robert M. McKenna Page, Scrantom, Sprouse, Tucker & Ford, P.C. P. O. Box 1199 Columbus, GA 31902-1199

#### LIMITED WARRANTY DEED

STATE OF GEORGIA COUNTY OF MUSCOGEE

THIS INDENTURE, made as of the \_\_\_\_ day of August, 2020, between TOTAL SYSTEM SERVICES, LLC, a Georgia limited liability company (hereinafter referred to as "Grantor"), and COLUMBUS, GEORGIA, a consolidated city-county government (hereinafter referred to as "Grantee") (the words "Grantor" and "Grantee" shall include their respective successors and assigns, where the context requires or permits):

#### WITNESSETH:

That Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, transferred and conveyed and does by these presents grant, bargain, transfer and convey unto Grantee, the following described real property located in Muscogee County, Georgia:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

271290.1

TO HAVE AND TO HOLD the said described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of Grantee, in FEE SIMPLE,

And Grantor, for Grantor's self and for Grantor's heirs, executors, administrators, successors and assigns the said bargained premises unto Grantee, and Grantee's administrators, successors and assigns, will warrant and forever defend the right and title thereof against Grantor and against the claims of Grantor's heirs, executors, administrators, successors and assigns, and against the claims of all other persons claiming by or through Grantor

IN WITNESS WHEREOF, Grantor has duly executed this Quitclaim Deed, under seal, the date first above written.

**GRANTOR:** 

TOTAL SYSTEM SERVICES, LLC

By:

Name: David L. Green

053

Title: Secretary

Signed, sealed and delivered,

in the presence of:

Unofficial Witness

Notary Public

Comm. Exp. July 27, 2023

(Notarial Seal)

(SEAL)

Elizabeth L Butler NOTARY PUBLIC Cobb County, GEORGIA My Commission Expires 07/27/2023

271290.1

# EXHIBIT "A" TO LIMITED WARRANTY DEED FROM TOTAL SYSTEM SERVICES, LLC TO COLUMBUS, GEORGIA

All that lot, tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia and ALL OF "LOT 102, 68,362 S.F., 1.57 ACRES +-", as shown upon a map or plat entitled "Re-Plat Street Tract 7, Tracts 8 & 11 Riverfront Campus, Survey for Total Systems Services, LLC, and Mercer University", dated July 23, 2020, and recorded in Plat Book 166, Folio 186, in the Office of the Clerk of Superior Court of Muscogee County, Georgia, and to which map or plat reference is hereby made for a more particular description of the property conveyed hereby.

Said property is conveyed subject to all valid and enforceable easements and restrictions of record and to applicable zoning ordinances and regulations promulgated pursuant thereto for so long as same shall remain of binding force and effect.

#### Please Record and Return To:

Robert M. McKenna Page, Scrantom, Sprouse, Tucker & Ford, P.C. P.O. Box 1199 Columbus, Georgia 31902-1199

#### SEWER EASEMENT

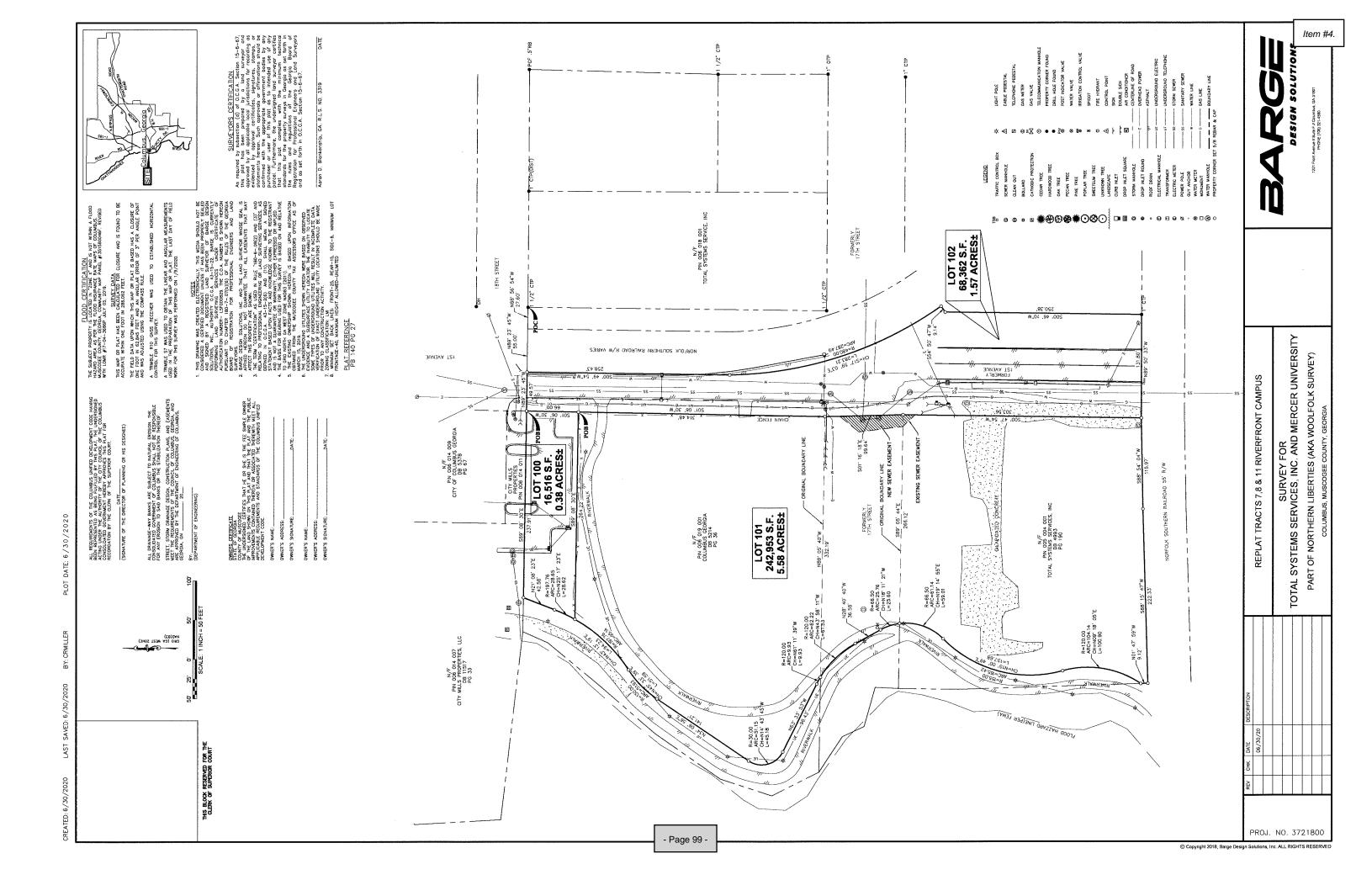
#### STATE OF GEORGIA, MUSCOGEE COUNTY

In consideration of the sum of One Dollar (\$1 .00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned grantor ("Grantor") hereby grants, sells and conveys to the City of Columbus, Georgia, a permanent easement over and through a certain strip of land identified as the "Sewer Easement" on that certain map or plat entitled "Re-plat Street Tract 7, Tracts 8 & 11, Riverfront Campus, Survey for Total Systems Services, LLC and Mercer University, Located in City Commons & in Northern Liberties (AKA Woolfolk Survey), Columbus, Muscogee County, Georgia", recorded in Plat Book 166, Page 186, in the Office of the Clerk of Superior Court of Muscogee County, Georgia, to which reference is made for a more particular description of the location of said Sewer Easement.

This easement is granted for the purpose of constructing and maintaining sanitary sewer mains, and for no other purpose, and the duly authorized agents and employees of the City of Columbus shall have the right of access to the said strip of land for the purpose of constructing said sanitary sewer mains, and for inspecting and maintaining the same in good serviceable condition, and for said purpose they shall have the right to cut and remove any trees or vegetation which may interfere with proper construction and maintenance.

The City shall maintain and restore the surface of said property to a commercially reasonable approximation of the state said property was in as of the date of this Sewer Easement. The Grantor hereunder reserves and retains the right to landscape and/or pave the surface above the sanitary sewer main and use same for parking provided such use does not adversely affect the use and maintenance of said sanitary sewer main. The City and the Grantor hereby agree that Grantor, its successors, assigns and successors in title shall have the right to tap into the sanitary sewer main provided the Grantor gives the City written notice of doing so and provided such tap in does not adversely affect the use and maintenance for said sanitary sewer main.

executed as of the 281 day of	Hugust , 2020.	
	<u>GRANTOR</u> :	
	By: Name: David L. Green Its: Secretary	
Signed, sealed and delivered in the presence of:	(Company Seal)	
Unofficial Witness  Elizabeth L. Butte  Notary Public, Co BB County		
obb County, GEORGIA	and Approved as of the day	y of, 2020.
nmission Expires 07/27/2023	CITY OF COLUMBUS	
	By: Name:	(SEAL)
	Title:	



#### File Attachments for Item:

# 5. Acquisition of 5824 Whitesville Road

Approval is requested to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960. The acquisition will allow the Columbus Fire department to expand its dormitory and operational space.

## Columbus Consolidated Government Council Meeting Agenda Item

Item #5.

то:	Mayor and Councilors
AGENDA SUBJECT:	Acquisition of 5824 Whitesville Road
AGENDA SUMMARY:	Approval is requested to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960. The acquisition will allow the Columbus Fire department to expand its dormitory and operational space.
INITIATED BY:	Community Reinvestment

**Recommendation:** Approval is requested to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960 plus any applicable closing costs.

**Background:** The Columbus Fire Department (Fire Station #8) is looking for space to provide for the expansion of adequate dormitory and expanded operational space. The City of Columbus has identified 5824 Whitesville Road as a property that will allow for the expansion. 5824 Whitesville Road is located next door to Fire Station #8. The property appraised for \$134,400. A contingency offer of \$120,960 was made and the seller has accepted. This offer is 10% below the appraisal.

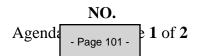
<u>Analysis:</u> Fire Station #8 was constructed in the 1972 and is in need of additional space to continue to meet the needs of the city. This building has served its purpose and has provided FIRE and EMS services to north Columbus for the last 49 years. The acquisition of 5824 Whitesville Road will allow the Columbus Fire Department to expand its dormitory and operational spaces.

<u>Financial Considerations</u>: The cost of acquisition is \$120,960. Funding is available in the OLOST Fund – Public Safety Reserves.

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

**Recommendation/Action:** Approval is requested to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960 plus any applicable closing costs.

#### **A RESOLUTION**



# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE VINE TRUST FOR THE ACUISITION OF 5824 WHITESVILLE ROAD.

Item #5.

**WHEREAS,** The Columbus Fire Department (Fire Station #8) is looking for space to provide for the expansion of adequate dormitory and expanded operational space; and,

**WHEREAS,** The City has identified 5824 Whitesville Road as a property that will allow for the expansion; and,

**WHEREAS,** A contingency offer of \$120,960 was made and the seller has accepted; and,

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

That the City Manager is hereby authorized to enter into a purchase and sale agreement with The Vine Trust to purchase the building at 5824 Whitesville Road for \$120,960 plus any applicable closing costs from the OLOST Fund – Public Safety Reserves

Introduced at a regular meeting of the of September 2021 and adopted at said me		· · · · · · · · · · · · · · · · · · ·
Councilor Allen voting		
Councilor Barnes voting	<u> </u>	
Councilor Crabb voting	<u></u> •	
Councilor Davis voting	·	
Councilor Garrett voting	·	
Councilor House voting	<u> </u>	
Councilor Huff voting	<u></u> .	
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:

## **6. Liberty Utilities License Agreement**

Approval is requested to enter into a License Agreement with Liberty Utilities and the Development Authority to utilize Parcel 9 in the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure.

# Columbus Consolidated Government Council Meeting Agenda Item

Item #6.

то:	Mayor and Councilors			
AGENDA SUBJECT:	Liberty Utilities License Agreement			
AGENDA SUMMARY:	Approval is requested to enter into a License Agreement with Liberty Utilities and the Development Authority to utilize Parcel 9 in the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure.			
INITIATED BY:	City Manager's Office			

**Recommendation:** Approval is requested to authorize the City Manager to enter into a License Agreement with Liberty Utilities and the Development Authority to utilize Parcel 9 in the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure.

Background: The Columbus Building Authority (CBA) is the owner of certain property commonly referred to as a portion of Muscogee Technology Park, described in that certain Quitclaim Deed from Columbus to CBA, recorded in Deed Book 10745, Page 141 in the Office of the Clerk of Superior Court of Muscogee County, Georgia. The CBA leases the property to Columbus pursuant to a Lease Agreement recorded in Deed Book 10745, Page 155, as amended. CBA's ownership and the tenancy of Columbus is subject to the right of the Development Authority to request the release and transfer of portions of the property in support of economic development in Columbus, Muscogee County, Georgia. Liberty has requested that Columbus permit Liberty to use Parcel 9 of the Muscogee Technology Park for use as a "lay-down" area for Liberty's construction of its nearby infrastructure. During discussions, the Authority and Liberty have determined that the best way to support Liberty's expansion plans is to permit Liberty the use of Parcel 9 as a lay-down area for construction materials.

<u>Analysis:</u> Liberty Utilities will provide appropriate liability insurance and hold the city, the CBA and the Authority harmless for any and all damages or claims. The License Agreement, unless otherwise terminated, will expire on December 31, 2021.

**Financial Considerations:** There will be no financial impact.

**<u>Legal Considerations:</u>** The City Attorney has reviewed the License Agreement.

**Recommendation/Action:** Approval is requested to authorize the City Manager to enter into a License Agreement with Liberty Utilities and the Development Authority to utilize Parcel 9 in the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure.

#### **A RESOLUTION**

NO.

Item #6.

# A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LICENSE AGREEMENT WITH LIBERTY UTILITIES AND THE DEVELOPMENT AUTHORITY.

**WHEREAS**, Liberty Utilities wishes to utilize Parcel 9 of the Muscogee Technology Park as a "lay down" area for Liberty's construction of nearby infrastructure; and,

**WHEREAS,** the Columbus Building Authority (CBA) owns the certain properties located in the Columbus Technology Park; and,

**WHEREAS**, the City leases the property from the CBA.

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

To authorize the City Manager to enter into a License Agreement with Liberty Utilities and the Development Authority.

day of, 2021 and adopted at said meeting by the affirmative vote ofmembers of said Council.	f
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	_

#### LICENSE AGREEMENT

THIS LICENSE AGREEMENT is made as of September \_\_\_\_\_, 2021 between **DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA**, a public body corporate and politic ("Authority"), **COLUMBUS, GEORGIA**, a consolidated city-county government of the State of Georgia ("Columbus"), and **LIBERTY UTILITIES**, a Georgia corporation ("Liberty").

#### BACKGROUND

CBA is the owner of certain property commonly referred to as a portion of Muscogee Technology Park, described in that certain Quitclaim Deed from Columbus to CBA, recorded in Deed Book 10745, Page 141 in the Office of the Clerk of Superior Court of Muscogee County, Georgia, a copy of which is attached hereto as Exhibit "A" and by reference incorporated herein ("CBA Property"). CBA leases the CBA Property to Columbus pursuant to a Lease Agreement recorded in Deed Book 10745, Page 155, as amended ("the Lease Agreement"). CBA's ownership and the tenancy of Columbus is subject to the right of the Authority to request the release and transfer of portions of the CBA Property in support of economic development in Columbus, Muscogee County, Georgia.

Liberty has requested that Columbus permit Liberty to use a certain portion of the CBA Property, for use as a "lay-down" area for Liberty's construction of its nearby infrastructure. During discussions, the Authority and Liberty have determined that the best way to support Liberty's expansion plans is to permit Liberty the use of Parcel 9 as a lay-down area for construction materials, as shown on the drawing attached hereto as Exhibit "C" and incorporated herein by reference ("Use Property").

**IN CONSIDERATION** of the background set forth above, the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- **1. DEFINITIONS.** Defined terms are set forth in Exhibit A.
- 2. GRANT OF LICENSE. Columbus, hereby grants to Liberty, at the request of the Authority an exclusive license for the benefit of Liberty to use the Use Property for the Permitted Uses beginning the date hereof and expiring at midnight on December 31, 2021. The License shall be exclusive, but subject to termination or limitation as hereinafter set forth. This License is exclusive to Liberty and shall be non-assignable by Liberty, either in whole or in part.

#### 3. TERMINATION OR SUSPENSION.

**A. By CBA/Columbus.** As soon as Liberty completes its constructions, Liberty shall notify Columbus and terminate this Agreement. If Liberty fails to notify Columbus, Columbus may nevertheless terminate the Agreement upon completion by Liberty of its construction project. This Agreement shall terminate no later than December 31, 2021.

**B. By Licensee.** Liberty may terminate this License at any time by Notice to Columbus.

#### 4. LIMITATIONS.

- (a) This License does not and shall not be deemed to include any right, permission or license to Liberty to construct any permanent improvements on the Use Property. The use is limited strictly to the depositing of construction materials during Liberty's project construction on other properties during the term.
- (b) Columbus and the Authority may continue to market the Use Property to potential economic development opportunities so long as such marketing does not materially adversely affect the use of the Use Property by Liberty.
- (c) This License is granted to Liberty subject to any terms and conditions of the Lease Agreement, and Liberty will not use the Use Property in any way which causes it to be in in violation of the Lease Agreement.
- 5. HOLD HARMLESS. Liberty and the Authorized Persons release the Authority, CBA and Columbus from any and all loss, damages, claims, or other liability of any kind arising out of their use of the Use Property under this License, and agree to hold harmless and defend the Authority, CBA and Columbus from any and all claims, demands, costs, damages, causes of action, and expenses (including reasonable attorney fees) arising out of or related to Liberty's use of this License, except for CBA's, the Authority's or Columbus's gross negligence, provided, however, that the gross negligence of one party shall not affect the indemnification of the other parties. All use by Liberty and the Authorized Persons pursuant to this License is at the sole risk of Liberty. Liberty shall provide proof of liability insurance acceptable to the City naming the City and CBA as additional insureds.

#### 6. MISCELLANEOUS.

- **A.** This Agreement shall be personal to Liberty and shall not run with the land and shall not inure to the benefit of Liberty's successors and assigns.
- **B.** Each Party shall execute any additional documents and take any additional actions as may be necessary or appropriate to carry out all of the terms of this Agreement.
  - C. This Agreement shall be governed by the laws of the State of Georgia.
- **D.** This Agreement may not be amended, altered or modified except by an instrument in writing and signed by the parties.
- **E.** The exhibits referred to in and attached to this Agreement are incorporated herein in full by such reference.

**F.** When any time period is provided for in this Agreement as a number of days, it shall mean calendar days unless the number of days is ten (10) or less, in which case it shall be Business Days. If a time period ends on a day that is not a Business Day, it shall be extended until the next Business Day.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:	LIBERTY UTILITIES
	By:Name:
Witness	Title:
	(COMPANY SEAL)
Notary Public	
Commission Expiration Date:, 20 Notary Seal:	
·	<b>Contact Information</b>
	Address:
	Tel:
	Fax:
	Email:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:	DEVELOPMENT AUTHORITY OF COLUMBUS, GEORGIA	
Witness	By: Name: Title:	
Notary Public Commission Expiration Date:, 20 Notary Seal:	Attest:Name:Title:(CORPORATE SEAL)	
	Contact Information Address: Tel: Fax: Email:	

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

Signed, sealed and delivered in the presence of:	COLUMBUS, GEORGIA	
Witness	By:	
Notary Public Commission Expiration Date:, 20	Attest:	
Notary Seal		
	Approved as to form:	
	Clifton Fay, City Attorney	
	Contact Information Address: Tel: Fax: Email:	

[END OF SIGNATURES]

#### EXHIBIT A TO LICENSE AGREEMENT

#### **DEFINITIONS**

"Agreement" shall mean this License Agreement, as amended.

"Approve" (or a variation thereof) means an express approval in a Notice signed by the approving Person. An Approval shall be obtained by a Person's requesting it from another Person by Notice. The Notice shall include all relevant information, including plans, drawings, budgets, projections, legal documents and other information as may be reasonably expected by the Person whose Approval is requested. The Approval shall not be unreasonably withheld, unless this Agreement expressly states the Approving Person may grant or withhold the Approval in its sole discretion. The failure to respond to a Notice requesting an Approval within fifteen (15) days shall be deemed to constitute a decision to Approve. If the Person whose Approval is requested does not grant its Approval, it shall state the reasons for not Approving.

"Authorizations" means all authorizations, approvals, agreements, permits and licenses (including, but not limited to, zoning changes, zoning approvals, air and property rights, master plan approvals, site plan approvals, and certificates of occupancy) from all Governmental Authorities and other third parties, required from time to time to develop, improve, operate, use, finance, and transfer the Property.

"Authorized Persons" means Liberty, its successors and assigns, and their respective tenants, guests, agents, employees, contractors, customers, and other invitees.

"Business Day" means any day other than a Saturday, a Sunday or other day on which commercial banks are authorized or required to close under the Laws of the state in which the License Area is located.

"Contact Information" means, with respect to a Party, its address, telephone number, fax number and email address. Each Party's Contact Information is set forth on its signature page.

"Governmental Authority" means the United States of America, the state, county and municipality in which the Property is located, and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them, having jurisdiction or applicability to the License Area.

"Licensor" has the meaning set forth on page one hereof.

"Indemnify" (or any variation thereof) means to hold harmless from, indemnify and defend

against, and pay promptly upon demand therefor, any and all claims, demands, actions, causes of action, losses, expenses (including, without limitation, attorneys' fees at both trial and appellate levels), costs (including, without limitation, court costs at both trial and appellate levels), damages and all liabilities arising out of or incurred in connection with, an identified circumstance, incident, condition, relationship, time period or other matter.

"Law" has the same meaning as Requirement of Governmental Authority.

"Maintenance" includes maintenance, repairs and replacement.

"Notice" means a written notice, sent by fax, by email, or by depositing it with the United States Postal Service or any official successor thereto, certified or registered mail, return receipt requested, with adequate postage prepaid, or with any recognized overnight delivery service which provides a receipt, such as United Parcel Service or Federal Express, addressed to the appropriate Person. Each Notice shall be effective upon being so sent or deposited, but the time period in which a response to any Notice must be given or any action taken with respect thereto shall commence to run from the date of receipt of the Notice. Rejection or other refusal by the addressee to accept or the inability to deliver because of a changed address of which no Notice was given shall be deemed to be the receipt of the Notice sent. Each Party may change its Contact Information by giving Notice thereof to the other Parties.

"Permitted Uses" means Liberty and its agents, employees, invitees engineers, or representatives, with the Authority's full cooperation, at the Company's sole cost and expense, shall have the privilege of going upon the Use Property as needed to inspect, examine, test, place a construction trailer and other equipment and machinery on the Property, and undertake such additional actions as the Company deems reasonably necessary and appropriate consistent with the proposed use of the Use Property as a "lay-down" area for construction materials, including the deposit of gravel or paving materials, at all reasonable times and from time to time. Such privilege shall include the right to make soil tests, borings, percolation tests, and other tests to obtain information necessary to determine surface and subsurface conditions, as well as any other tests deemed reasonably necessary by Liberty (collectively the "Work"). Liberty hereby agrees to indemnify and hold the Authority, CBA and Columbus harmless from any liens, claims, liabilities, and damages, and costs incurred through the exercise of such privilege, and such agreement by the Company shall survive the termination of this Agreement.

"Person" means an individual, partnership, limited liability company, corporation, trust, unincorporated association, joint stock company or other entity or association.

**"Plans"** means plans and specifications in reasonable detail for the construction of the Permitted Improvements, including but not limited to a site plan, landscaping plan, utilities plan, and a drainage plan.

"Requirement of Governmental Authority" means any law, ordinance, rule, regulation,

determination, order or other requirement of any kind or type of any Governmental Authority.

# EXHIBIT B TO LICENSE AGREEEMENT

# **Legal Description of Liberty Property**

All that tract or parcel of land being Parcel 9 of Muscogee Technology Park, Columbus, Muscogee County, Georgia, as shown on the drawing attached hereto as Exhibit "C".

# EXHIBIT C TO LICENSE AGREEEMENT

**Use Property** 

# 7. Mayor's Commission on Health Donations (Add-On)

Approval is requested to accept donations in support of the Mayor's Commission on Health, and to expend such monies to cover said expenses relative to the efforts of the Commission.

### Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors		
AGENDA SUBJECT:	Mayor's Commission on Health Donations		
AGENDA SUMMARY:	Approval is requested to accept donations in support of the Mayor's Commission on Health, and to expend such monies to cover said expenses relative to the efforts of the Commission.		
INITIATED BY:	City Manager's Office		

**Recommendation:** Approval is requested to accept donations in support of the Mayor's Commission on Health.

**<u>Background:</u>** The Mayor's Commission on Health was established as an initiative to help improve the quality of life and overall health of the citizens of Columbus, Georgia.

**Analysis:** Numerous community stakeholders may be interested in supporting the efforts of the Commission.

<u>Financial Considerations:</u> Donations will be accepted and expended to cover the following expenses relative to the commission: Meeting Expenses, Community Event Expenses, Public Relation Expenses, Media Expenses, Printing and Internet Expenses, Travel Expenses, and Food for distribution to the community. Expended funds shall not be in excess of amounts received in donations and any donated amounts in excess of the costs of the above referenced expenses will be retained in a designated account to be used by Commission in future years

**Legal Considerations:** Council's approval is required to accept donations and expend funds for said expenses.

**Recommendations/Actions:** Approve a resolution to accept donations accept donations in support of the Mayor's Commission on Health.

# RESOLUTION NO.\_\_\_\_

# A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATIONS IN SUPPORT OF THE MAYOR'S COMMISSION ON HEALTH.

**WHEREAS**, the Mayor's Commission on Health (the "Commission"), was established as an initiative to help improve the quality of life and overall health of the citizens of Columbus, Georgia; and,

**WHEREAS**, numerous community stakeholders may be interested in supporting the efforts of the Commission; and,

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

That the Mayor, City Manager and Finance Director are hereby authorized to accept donations in support of the Mayor's Commission on Health, and to expend such monies to cover said expenses relative to the efforts of the Commission, with the Mayor's approval, for the following expenses:

Meeting Expenses, Community Event Expenses, Public Relation Expenses, Media Expenses, Printing and Internet Expenses, Travel Expenses, and Food for distribution to the community. Expended funds shall not be in excess of amounts received in donations and any donated amounts in excess of the costs of the above referenced expenses will be retained in a designated account to be used by Commission in future years.

1	
	the Council of Columbus, Georgia held on the 14th day of September, 2021 irmative vote of members of said Council.
Commeller Allen anding	
Councilor Allen voting Councilor Crabb voting	·
Councilor Barnes voting	·
Councilor Davis voting	·
Councilor Garrett voting	<del></del> ·
Councilor House voting	·
Councilor Huff voting	<del></del> ·
Councilor Tucker voting	·
Councilor Thomas voting	
Councilor Woodson voting	
Sandra T. Davis, Clerk of Counci	B.H. "Skip" Henderson, III, Mayor

A. Six Ambulances with Loose Equipment for Fire & EMS (Cooperative Purchase)

#### Item #A.

# Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Six Ambulances with Loose Equipment for Fire & EMS (Cooperative Purchase)
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of six ambulances with loose equipment from Frazer, LTD (Houston, TX) in the total amount of \$2,009,517.00 (approximately \$334,919.50 per ambulance, including discounts). The purchase will be accomplished by Cooperative Purchase utilizing HGACBuy Contract #AM10-20.

The Fire & EMS Department is requesting the purchase of the six ambulances (all replacement units) for the following reasons:

- -The current fleet of ambulances have reached or exceeded their useful life
- -High percentage of the ambulance fleet is overdue for replacement
- -Each ambulance is out of service approximately 45 days per year for repair/maintenance
- -Decreased reliability
- -Inability to maintain current ambulance fleet
- -Inability of contracted private service to consistently staff ambulances
- -One contracted private service abruptly discontinuing to offer service
- -Longer "wall times" at hospitals due to E/R staffing challenges

HGACBuy issued Bid #AM10-20 on April 2, 2020, for Ambulances, EMS & Other Special Service Vehicles, whereby Frazer, Ltd. was one of the successful vendors awarded the contract. The term of the contract is October 1, 2020 – September 30, 2022. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The Bid process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Article 3-118 of the Procurement Ordinance.

Funding is available via the American Rescue Plan Act.

ltem	#A.
item	#Α.

#### **A RESOLUTION**

NO.		

A RESOLUTION AUTHORIZING THE PURCHASE OF SIX AMBULANCES WITH LOOSE EQUIPMENT FROM FRAZER, LTD (HOUSTON, TX) IN THE TOTAL AMOUNT OF \$2,009,517.00 (APPROXIMATELY \$334,919.50 PER AMBULANCE, INCLUDING DISCOUNTS). THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE UTILIZING HGACBUY CONTRACT #AM10-20.

**WHEREAS**, the Fire & EMS Department is requesting the purchase of the six ambulances (all replacement units) for the following reasons:

- -The current fleet of ambulances have reached or exceeded their useful life
- -High percentage of the ambulance fleet is overdue for replacement
- -Each ambulance is out of service approximately 45 days per year for repair/maintenance
- -Decreased reliability
- -Inability to maintain current ambulance fleet
- -Inability of contracted private service to consistently staff ambulances
- -One contracted private service abruptly discontinuing to offer service
- -Longer "wall times" at hospitals due to E/R staffing challenges; and,

WHEREAS, HGACBuy issued Bid #AM10-20 on April 2, 2020, for Ambulances, EMS & Other Special Service Vehicles, whereby Frazer, Ltd. was one of the successful vendors awarded the contract. The term of the contract is October 1, 2020 – September 30, 2022. HGACBuy is a nationwide, government procurement service striving to make the governmental procurement process more efficient. Units of local government, including non-profits providing governmental services, are eligible to become participating members of the HGACBuy Cooperative. All contracts available to participating members of HGACBuy have been awarded by virtue of a public competitive procurement process compliant with state statutes. The Bid process utilized by HGACBuy meets the requirements of the City's Procurement Ordinance; additionally, Cooperative Purchasing is authorized per Article 3-118 of the Procurement Ordinance.

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

Frazer, LTD (Houston, TX) in the including discounts). The purchase	ager is hereby authorized to purchase six ambulances with ne total amount of \$2,009,517.00 (approximately \$334,9 se will be accomplished by Cooperative Purchase utilizing via the American Rescue Plan Act.	19.50 per ambulance
•	neeting of the Council of Columbus, Georgia, held the adopted at said meeting by the affirmative vote of	•
Council.		
Councilor Allen voting		
Councilor Barnes voting	<u></u>	
Councilor Crabb voting	<u>.</u>	
Councilor Davis voting		
Councilor Garrett voting		
Councilor House voting		
Councilor Huff voting		

- Page 121 -

Councilor Thomas voting Councilor Tucker voting Councilor Woodson voting	<u>.</u>	L
Sandra T. Davis, Clerk of Council	B.H. "Skip" Henderson III, Mayor	

Item #A.

B. Emergency Operations Center – Technology Upgrade for Fire & EMS – RFP No. 21-0030

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Emergency Operations Center – Technology Upgrade for Fire & EMS – RFP No. 21-0030
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of a contract with Sun Video, Inc. d/b/a Columbus Tape and Video (Columbus, GA) for the purchase and installation of a full turn-key technology upgrade of the emergency operations center for the Columbus Fire & EMS/Office of Emergency Management & Homeland Security. Cost will include the provision and installation of new commercial grade equipment, integration, training, and labor. The recommended vendor's proposed cost is within budget.

Columbus Tape and Video will be required/responsible for:

- Providing all operating software and hardware for switching between outputs and inputs.
- Providing all equipment cabling, racks, power sources and hardware needed.
- Providing all labor for installation, configuring, and testing.
- Providing all commercial grade equipment specified/required for upgrade.
- Providing pre-set menu items to include EOC Activation, Presentation Mode, Video Conference Mode, as well as, ensuring all operational requirements are met allowing for easy use.
- Providing software upgrades for the technology controls at no cost to the Columbus Consolidated Government if new software or revisions becomes available within 18 months of purchase date.
- Providing service for any operational issues for the period of thirty-six months from time of installation.
- Providing training for the staff of the Office of Emergency Management & Homeland Security, as well as Training Manuals/CDs.

The Emergency Operations Center is the central location for Public Safety Staff to convene to help guide the City through any large-scale emergencies and disasters. The upgrade of the audio/visual components of the Emergency Operations Center is needed to modernize and replace outdated equipment.

#### RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry, and on DemandStar on March 26, 2021. This RFP has been advertised, opened, and evaluated. Seven (7) proposals were received on April 23, 2021.

The responding vendors were:

Sun Video, Inc. d/b/a Columbus Tape and Video (Columbus, GA)

Solutionz, Inc. (Buford, GA)

AdaptToSolve, Inc. (LaGrange, GA)

AVI-SPL LLC (Duluth, GA)

Onepath Systems, LLC (Kennesaw, GA) BIS Digital, Inc. (Fort Lauderdale, FL)

Johnson Controls (Roswell, GA)

The following events took place after receipt of the proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation Meeting	06/14/21	The RFP document and related addenda, as well as the RFP
		rules and process, were provided to evaluation committee
		members to review prior to the virtual meeting. The
		Purchasing Manager gave an overview of the rules and policies
		of the evaluation process. The Project Head gave an overview
		of the project, the type of upgrades desired and their purpose.
		A date was selected for the 1 <sup>st</sup> Evaluation Meeting.
1 <sup>st</sup> Evaluation Meeting	07/12/21	The Purchasing Manager opened the meeting, and each
		proposal was discussed by the committee. It was determined
		that clarifications were required from each vendor.
Clarifications Requested	07/14/21	Requests for clarifications forwarded to vendors.
Clarifications Received	07/23/21	Clarification responses received and forwarded to committee
		members. No further clarifications were requested.
Evaluation Forms Sent	07/30/21	Evaluation forms were forwarded to the voting committee
		members.
Evaluation Forms Returned	08/11/21	Evaluation forms were completed and returned to Purchasing
		for compilation of results.
Evaluation Results	08/13/21	Evaluation results were forwarded to the Evaluation
		Committee for review.
Best and Final Offer	08/16/21	After Preliminary Evaluation and Ranking, Voters
Requested		recommended to request a Best and Final Offer from the
		highest ranked vendor for the Commercial Grade Equipment
D 15: 1000	00/40/24	option. A letter was sent to the highest ranked vendor.
Best and Final Offer	08/18/21	A Best and Final Offer was received from the highest ranked
Received	00/40/24	vendor.
Recommendation Received	08/19/21	Voters unanimously confirmed/approved the Best and Final
		Offer received and recommended award to the highest ranked
		vendor.

### **Evaluation Committee:**

Proposals were reviewed by members of the Evaluation Committee, which consisted of one voting member from the Information Technology Department, one voting member from the

Columbus Police Department, and one voting member from the Columbus Fire & EMS Department.

One representative from the Columbus Police Department, one representative from the Columbus Fire & EMS Department, and one representative from the Muscogee County Sheriff's Department served as alternate voters. One representative from the Columbus Office of Emergency Management & Homeland Security, and one representative from the Muscogee County Sheriff's Department served as non-voting advisors.

#### **Award Recommendation:**

The Committee unanimously recommended award to Columbus Tape and Video.

#### **Vendor Qualifications/Experience:**

- Sun Video, Inc. d/b/a Columbus Tape and Video (CTV) transitioned in 1999 from a local business offering multi-media rentals through several regional locations to an audio-visual production and integration company.
- The vendor has designed, supplied, and integrated solutions for clients over the last twenty years.
- The vendor's clients include federal and municipal institutions, corporations, school systems, churches, and many other entities.

#### **Client Work History:**

- Sun Video, Inc. d/b/a Columbus Tape and Video has provided similar services to the following companies:

  - **♦ Columbus Convention & Trade Center (Columbus, GA)** October 2019-December 2019
    - Centralized audio processing and control for ballrooms, meeting rooms, and common areas. Facility EQ and touchscreen interface for control of each zone with combinable zoning. Featuring Biamp processing, Crestron control, Packedge switching, SurgeX power.
  - ♦ Grace Presbyterian Church (Columbus, GA) October 2020-March 2021 New construction phased integration to deliver a multi-faceted local/live A/V solution. (4) camera live stream/local overflow split system / Bose and Shure professional audio. Distributed power management, Kramer Control simplified operation, 98" UHD displays.

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

Item #B.

This purchase is supplemented by a \$50,000 grant from GEMA as well as the previous grant that was approved by Council to purchase the new furniture.

Funds are available in the FY22 Budget via OLOST Public Safety Reserves. The purchase of the equipment and installation will be made from: Other Local Option Sales Tax Fund – Fire & EMS – Public Safety - LOST – Capital Expenditures over \$5,000; 0102 – 410 –9900 – LOST – 7761.

#### **A RESOLUTION**

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH SUN VIDEO, INC. D/B/A COLUMBUS TAPE AND VIDEO (COLUMBUS, GA) FOR THE PURCHASE AND INSTALLATION OF A FULL TURN-KEY TECHNOLOGY UPGRADE OF THE EMERGENCY OPERATIONS CENTER FOR THE COLUMBUS FIRE & EMS/OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY. COST WILL INCLUDE THE PROVISION AND INSTALLATION OF NEW COMMERCIAL GRADE EQUIPMENT, INTEGRATION, TRAINING, AND LABOR. THE RECOMMENDED VENDOR'S PROPOSED COST IS WITHIN BUDGET.

**WHEREAS**, an RFP was administered (RFP 21-0030) and proposals were received from seven (7) qualified offerors; and,

**WHEREAS**, the proposal submitted by Sun Video, Inc. d/b/a Columbus Tape and Video met all proposal requirements and was evaluated responsive to the RFP.

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

That the City Manager is hereby authorized to execute a contract with Sun Video, Inc. d/b/a Columbus Tape and Video (Columbus, GA) for the purchase and installation of a full turn-key technology upgrade of the emergency operations center for the Columbus Fire & EMS/Office of Emergency Management & Homeland Security.

This purchase is supplemented by a \$50,000 grant from GEMA as well as the previous grant that was approved by council to purchase the new furniture.

Funds are available in the FY22 Budget via OLOST Public Safety Reserves. The purchase of the equipment and installation will be made from: Other Local Option Sales Tax Fund – Fire & EMS – Public Safety - LOST – Capital Expenditures over \$5,000; 0102 – 410 –9900 – LOST – 7761.

<del>_</del>	eeting of the Council of Columbus, Georgia, held the, 2021 and adopted at said meeting by the affirmative vote of uncil.
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	·

14000	. #D
Item	#B.

Councilor Woodson voting	·
Sandra T. Davis, Clerk of Council	B.H. "Skip" Henderson III, Mayor

C. Safety Apparel (Annual Contract) - RFB No. 21-0033

## Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Safety Apparel (Annual Contract) - RFB No. 21-0033
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of safety apparel from Lowe Electric Supply Company (Columbus, GA) for the estimated annual contract value of \$96,610.00.

The safety apparel which consists of back support safety belts, safety vests, safety t-shirts and safety hats and caps will be used by various City employees while performing tasks that require continuous bending, lifting heavy objects and working in areas with poor visibility. The items will be purchased on an "as needed" basis.

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

Bid specifications were posted on DemandStar, the web pages of the Purchasing Division and the Georgia Procurement Registry on June 28, 2021. Seven (7) bids were received on July 28, 2021. This bid has been advertised, opened and reviewed. The bidders were:

Bidders	Estimated Annual Contract Value
Lowe Electric Supply Company (Columbus, GA)	\$96,610.00
Mini Wing USA (Palos Verdes Estates, CA)	\$80,300.00*
Fastenal Company (Winona, MN)	\$104,793.00*
City Apparel (Findlay, OH)	\$106,921.00*
Heaven's Ark Enterprise LLC (Austin, TX)	\$113,629.00
Southern Safety Supply LLC (Knoxville, TN)	\$133,650.00*
White Cap LP (Columbus, GA)	\$142,648.00*

#### \*Vendor did not bid all line items.

Funds are budgeted each fiscal year for this on-going expense: Various Departments - Operating Materials; 6728.

#### **A RESOLUTION**

A RESOLUTION AUTHORIZING THE PURCHASE OF SAFETY APPAREL FROM LOWE ELECTRIC SUPPLY COMPANY (COLUMBUS, GA), ON AN "AS NEEDED" BASIS FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$96,610.00.

**WHEREAS**, the safety apparel consists of back support safety belts, safety vests, safety t-shirts and safety hats and caps; and,

**WHEREAS**, the items will be used by various City employees while performing tasks that require continuous bending, lifting heavy objects, and working in areas with poor visibility; and,

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

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

That the City Manager is hereby authorized to purchase safety apparel from Lowe Electric Supply Company (Columbus, GA) for the estimated annual contract value of \$96,610.00. Funds are budgeted each fiscal year for this on-going expense: Various Departments - Operating Materials; 6728.

, 2021 and adopte	ed 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	· · ·	

D. Janitorial Supplies for the Columbus Civic Center and Ice Rink (Annual Contract) – RFB No. 22-0004

## Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Janitorial Supplies for the Columbus Civic Center and Ice Rink (Annual Contract) – RFB No. 22-0004
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of janitorial supplies for the Columbus Civic Center and Ice Rink from COPACO, Inc (Columbus, GA) for the total estimated annual contract value of \$46,745.05.

The supplies will be purchased on an "as needed" basis and will include the following items: paper towels, bathroom tissue, toilet seat covers, hand soap, air freshener, feminine products, multi-purpose cleaner, can liners and other related items. Contractor will be required to install product dispensers and any other additional replacement dispensers on an "as needed" basis. All installed dispensers will become the property of the Civic Center and Ice Rink after completion or termination of the contract.

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

Bid specifications were posted on DemandStar, the City's website and Georgia Procurement Registry on July 26, 2021. Bid responses were received on August 18, 2021. This bid has been advertised, opened and reviewed. The bidders were:

Bidders	Estimated Annual Contract Value
COPACO Inc (Columbus, GA)	\$46,745.05
Bama-Bio Tech Corp (Vernon, AL)	\$1,346.75*
Central Poly-Bag Corp (Linden, NJ)	\$6,684.00*
Interboro Packaging (Montgomery, NY)	\$7,440.00*
Acuity – Zep Sales (Atlanta, GA)	\$8,375.00*
State Industrial Products (Cleveland, OH)	\$9,681.50*
Pyramid School Products (Tampa, FL)	\$14,731.71*
Smithconn Supply, Inc (Auburn, GA)	\$41,026.30*
EVF Procurement, LLC (Highland Park, NJ)	\$64,805.80

#### \*Vendor did not bid all line items.

Funds are budgeted each fiscal year for this on-going expense: Civic Center Fund – Civic Center – Civic Center Operations - Operating Materials, 0757-160-1000-CIVC-6728.

ltem	#0

#### **A RESOLUTION**

# A RESOLUTION AUTHORIZING THE PURCHASE OF JANITORIAL SUPPLIES FOR THE CIVIC CENTER AND ICE RINK FROM COPACO, INC (COLUMBUS, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$46,745.05

**WHEREAS,** the supplies will be purchased on an "as needed" basis, and will include the following items: paper towels, bathroom tissue, toilet seat covers, hand soap, air freshener, feminine products, multipurpose cleaner, can liners and other related items; and,

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

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

That the City Manager is hereby authorized to purchase janitorial supplies for the Civic Center and Ice Rink from COPACO, Inc (Columbus, GA) for the estimated annual contract value of \$46,745.05. Funds are budgeted each fiscal year for this ongoing expense: Civic Center Fund – Civic Center – Civic Center Operations – Operating Materials, 0757-160-1000-CIVC-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the day of, 2021 and adopted at said meeting by the affirmative vote of members of s			
Council.	d meeting by the arminative vote of	members or saic	
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. May		

E. Storing, Transporting and Recycling Waste Tires (Annual Contract) – RFB No. 21-0036

# **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Storing, Transporting and Recycling Waste Tires (Annual Contract) – RFB No. 21-0036
INITIATED BY:	Finance Department

It is requested that Council approve the annual contract with Quality Tire Recycling, Inc. (Jackson, GA) to provide storing, transporting & recycling of waste tires on an "as needed" basis. The Public Works Department has budgeted \$30,000.00 annually for the services.

The contractor will remove and properly recycle waste tires generated at the City's landfill and Fleet Management Division. The landfill takes in approximately 20,000 waste tires annually while the Fleet Management Division disposes of approximately fifty (50) tons worth of tires annually.

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

Bid specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on June 22, 2021. One (1) bid was received on August 4, 2021. This bid has been advertised, opened and reviewed. The bidder was:

	Quality Tire Recycling, LLC (Jackson, GA)
Cost (per Ton)	\$152.31
Cost (per Load)	\$2,132.00
Oversize Tires (per Ton)	\$300.00
OTR Tires (per Ton)	\$500.00
Car Rims (Each)	\$5.00
Semi Rims (Each)	\$25.00
Fuel Surcharge	\$41.85
Environmental Fee	\$15.00

Item #E.

Only one submission was received on July 21, 2021. Per the General Provisions, a survey was conducted to determine why other vendors did not submit bid responses. Five vendors were surveyed. One vendor responded that they chose not to bid based on current market conditions. Another vendor stated his firm was interested in submitting; consequently, the bid was extended for two (2) weeks to allow additional vendors to submit. However, no additional responses were received. Quality Tire Recycling was awarded the previous 5-year contract on June 14, 2016; and was the only vendor to submit a bid at that time.

Funds are budgeted each fiscal year for this on-going expense: Integrated Waste Management-Public Services- Pine Grove Landfill- Contractual Services; 0207-260-3560-PGRO-6319.

#### **A RESOLUTION**

NO.
-----

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT WITH OUALITY TIRE RECYCLING, INC. (JACKSON, GA), TO PROVIDE STORING, TRANSPORTING AND RECYCLING OF WASTE TIRES ON AN "AS NEEDED" BASIS. THE PUBLIC WORKS DEPARTMENT HAS BUDGETED \$30,000.00 ANNUALLY FOR THE SERVICES.

WHEREAS, the contractor will remove and properly recycle waste tires generated at the City's landfill; and,

**WHEREAS**, the landfill takes in approximately 20,000 waste tires annually, while the Fleet Management Division disposes of approximately fifty (50) tons worth of tires annually; and,

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

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

That the City Manager is hereby authorized to enter into an annual contract with Quality Tire Recycling, Inc. (Jackson, GA) to provide storing, transporting and recycling of waste tires on an "as needed" basis. The Public Works Department has budgeted \$30,000.00 annually for the services. Funds are budgeted each fiscal year for this ongoing expense: Integrated Waste Management-Public Services-Pine Grove Landfill-Contractual Services; 0207-260-3560-PGRO-6319.

Councilor Allen voting Councilor Barnes voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor House voting	day of, 2021 an	d adopted at said meeting by the affirmative vote of
Councilor Barnes voting  Councilor Crabb voting  Councilor Davis voting  Councilor Garrett voting  Councilor House voting	members of said Council.	
Councilor Barnes voting  Councilor Crabb voting  Councilor Davis voting  Councilor Garrett voting  Councilor House voting	Councilor Allen voting	
Councilor Crabb voting  Councilor Davis voting  Councilor Garrett voting  Councilor House voting	Councilor Barnes voting	<u> </u>
Councilor Garrett voting  Councilor House voting	Councilor Crabb voting	<u> </u>
Councilor House voting	Councilor Davis voting	<u>.</u>
<u> </u>	Councilor Garrett voting	·
<u> </u>	Councilor House voting	<u> </u>
E	Councilor Huff voting	<del></del>
Councilor Thomas voting .	Councilor Thomas voting	<u> </u>
<u> </u>	Councilor Tucker voting	<u> </u>
<u> </u>	Councilor Woodson voting	<u> </u>

F. Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract) – RFP No. 21-0021

# **Columbus Consolidated Government Council Meeting Agenda Item**

то:	Mayor and Councilors
AGENDA SUBJECT:	Soft Drink Concession/Columbus Civic Center & Ice Rink (Annual Contract) – RFP No. 21-0021
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of an annual contract for soft drink concession at the Columbus Civic Center and Ice Rink with Buffalo Rock Company (Columbus, GA). Buffalo Rock Company will provide exclusive soft drink concession at the Columbus Civic Center and Ice Rink. The vendor will provide the Civic Center commission as revenue. The Civic Center will purchase product from the vendor. The recommended vendor's proposed cost for product purchases is within budget.

#### Buffalo Rock Company will be required to:

- Provide an annual financial commitment to the Civic Center.
- Provide product pricing and rebates on product sold.
- Provide commitment to main tenants (Columbus RiverDragons & Columbus Lions).
- Provide all consumable liquid brands and packages that are non-alcoholic, such as but not limited to, bottled and canned sodas, purified drinking water, teas, juices, coffee and sports drinks, and provide vending to the Civic Center and Ice Rink on no less than a weekly basis.
- Supply, service and maintain like new state-of-the-art beverage dispensing machines, refrigerated merchandisers and vending machines at all the venues described within the Civic Center and Ice Rink.
- Provide new state-of-the-art lighted menu boards and panels for each concession stand at both the Civic Center and Ice Rink.
- Provide branding and sponsorship for the Columbus RiverDragons and the Columbus Lions. As well as work with Columbus Civic Center in-house concessions and participate in Civic Center and Ice Rink events by providing branding/signage.
- Supply, install, service and maintain like new, at least six state-of-the-art vending with built-in dollar changers and have card reading machines. Civic Center will mutually agree to the location of each machine and Buffalo Rock Company will install at their expense, as well as the retail price of product sold to include vending for employees at the Civic Center and Ice Rink.
- Provide competitive pricing with existing market for all goods throughout the term of the contract.
- Provide exclusive product to any catered private events and outside performers' requests.
- Provide advertising and marketing support via promotional 'Give-Aways' through private events, concerts, community initiatives in conjunction with the Civic Center and Ice Rink at a minimum of four events per calendar year.

• Provide branding for beverage advertising to include menu boards, cups/bottles, internal and external signage, wraps, promotional materials, and point-of-sale materials. Buffalo Rock Company may propose other promotional activities utilizing Civic Center's marks, including joint promotional activities, all subject to Civic Center's approval.

The contract term shall be for two (2) years with the option to renew for three (3) additional twelvemonth periods.

#### **Annual Contract History:**

RFP No. 15-0026 for Soft Drink Concessions/Columbus Civic Center & Ice Rink (Annual Contract) was advertised on April 2, 2015, and two proposals were received on May 8, 2015. However, on August 1, 2015, the Civic Center management decided that it was in the City's best interest to cancel the RFP. Consequently, there has been no Soft Drink Concession vendor in the Civic Center since July 31, 2011 per Resolution #55-01.

#### **RFP Advertisement and Receipt of Proposals:**

RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry, and on DemandStar on January 8, 2021. This RFP has been advertised, opened, and evaluated. Two (2) proposals were received on February 5, 2021.

The responding vendors were:

#### **Buffalo Rock Company (Columbus, GA)**

Coca-Cola Bottling Company United, Inc. (Columbus, GA)

The following events took place after receipt of the proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Pre-Evaluation Meeting	03/08/21	The RFP document and related addenda, as well as the RFP
		rules and process, were provided to evaluation committee
		members to review prior to the virtual meeting. The
		Purchasing Manager gave an overview of the rules and policies
		of the evaluation process. The Project Head gave an overview
		of the needs of the Civic Center for this contract. A date was
		selected for the 1 <sup>st</sup> Evaluation Meeting.
1 <sup>st</sup> Evaluation Meeting	03/22/21	The Purchasing Manager opened the meeting, and each
		proposal was discussed by the committee. It was determined
		that several clarifications were required from each vendor.
Clarifications Requested	03/31/21	Requests for clarifications forwarded to vendors.
Clarifications Received	04/06/21	Clarification responses received and forwarded to committee
		members. It was determined that the committee should meet to
		discuss responses.
2 <sup>nd</sup> Evaluation Meeting	04/12/21	The Purchasing Manager opened the meeting, and each vendor
		response was discussed by the committee. It was determined
		that more clarifications were required from each vendor.
Clarifications Requested	04/15/21	Requests for clarifications forwarded to vendors.

Clarifications Received	04/10/21	Clarification management and formula data committee
Clarifications Received	04/19/21	Clarification responses received and forwarded to committee
		members. No further clarifications were requested.
Evaluation Forms Sent	05/11/21	Evaluation forms were forwarded to the voting committee
		members.
Evaluation Forms Returned	05/21/21	Evaluation forms were completed and returned to Purchasing
		for compilation of results.
Evaluation Results	6/01/21	Evaluation results were forwarded to the Evaluation
		Committee for review.
Recommendation Received	06/01/21	The committee members unanimously voted to award to the
		highest scoring vendor, Buffalo Rock. However, later decided
		to request virtual presentations from vendors.
Presentations Requested	07/21/21	Letters were sent to both vendors requesting a virtual
		presentation of their proposals via a TEAMS meeting.
Presentations Response	07/22/21	Both vendors agreed to a virtual presentation on the requested
		date/time.
Presentations	08/03/21	CCBCU presented at 9:30 a.m.; Buffalo Rock presented at
		10:30 a.m. After the presentations, the Committee discussed
		the information presented. Ballots were forwarded to the
		Voters for a final vote.
Ballots Results	08/12/21	Buffalo Rock received a greater number of ballots than
		CCBCU.

#### **Evaluation Committee:**

Proposals were reviewed by members of the Evaluation Committee, which consisted of one voting member from the Trade and Convention Center, one voting member from Community Reinvestment, and one voting member from the Civic Center.

One representative from Finance and one representative from the Civic Center served as alternate voters. One representative from the Civic Center, and one representative from the City Manager's Office served as non-voting advisors.

### **Award Recommendation:**

Based on the majority final vote, after the presentations, the Committee recommended award to Buffalo Rock Company.

#### **Vendor Qualifications/Experience:**

- Buffalo Rock Company has been a part of the beverage industry for nearly 120 years having been founded in 1901 by the Lee family. It continues to operate as a family-owned business with a 4<sup>th</sup> generation Lee family member serving as Chairman and CEO.
- Buffalo Rock Company has 2,100 employee-partners across 10 divisions with an average company tenure that is more than twice that of the national average. 10% of Buffalo Rock Company's employee-partners are veterans of the US Armed Forces.
- Buffalo Rock Company is the largest single family-owned Pepsi bottler in the United States. They are also the 2<sup>nd</sup> largest Dr. Pepper bottler, and largest Sunkist and Canada Dry bottler, as part of Keurig Dr. Pepper's Pepsi system.
- Buffalo Rock Company manufactures and sells almost a billion containers of product annually, 85% of which is manufactured in Birmingham, Alabama.

• Their local facilities comprise 14 distribution centers with over 1.4 million square feet on approximately 190 acres.

#### **Client Work History:**

- Buffalo Rock Company is currently servicing the following venues:
  - ♦ Columbus Civic Center (Columbus, GA)
  - ♦ Columbus State University (Columbus, GA)
  - ♦ Auburn University (Auburn, AL)
  - ♦ Pharmavite (Opelika, AL)
  - ♦ Pratt & Whitney (Midland, GA)

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

Funds will be deposited into the following Revenue Account: Civic Center Fund – Civic Center – Concessions/Catering – Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

Purchases will be expended from the following Expense Account: Civic Center Fund – Civic Center – Concessions/Catering – Operating Materials; 0757-160-2800-CONC-6728.

A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNUAL CONTRACT WITH BUFFALO ROCK COMPANY (COLUMBUS, GA) TO PROVIDE EXCLUSIVE SOFT DRINK CONCESSION AT THE COLUMBUS CIVIC CENTER AND ICE RINK. THE VENDOR WILL PROVIDE THE CIVIC CENTER - COMMISSION AS REVENUE. THE CIVIC CENTER WILL PURCHASE PRODUCT FROM THE VENDOR. THE RECOMMENDED VENDOR'S PROPOSED COST FOR PRODUCT PURCHASES IS WITHIN BUDGET.

**WHEREAS**, an RFP was administered (RFP 21-0021) and proposals were received from two (2) qualified offerors; and,

**WHEREAS,** the proposal submitted by Buffalo Rock Company met all proposal requirements and was evaluated responsive to the RFP; and,

**WHEREAS**, the term of contract shall be for one year, with an option to renew for four additional twelve-month periods. Contract renewal is 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 execute an annual contract with Buffalo Rock Company (Columbus, GA) to provide exclusive soft drink concession at the Columbus Civic Center and Ice Rink. The vendor will provide the Civic Center commission as revenue. The Civic Center will purchase product from the vendor. The recommended vendor's proposed cost for product purchases is within budget.

Funds will be deposited into the following Revenue Account: Civic Center Fund – Civic Center – Concessions/Catering – Food Service Contract-Civic Center; 0757-160-2800-CONC-4587.

Purchases will be expended from the following Expense Account: Civic Center Fund – Civic Center – Concessions/Catering – Operating Materials; 0757-160-2800-CONC-6728.

	eting of the Council of Columbus, Georgia, held the , 2021 and adopted at said meeting by the affirmative vote Council.
Councilor Allen voting Councilor Barnes voting Councilor Crabb voting	· ·

Item #F.

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

G. Heavy-Duty Truck Lift For Public Works – Cooperative Purchase

## **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Heavy-Duty Truck Lift For Public Works – Cooperative Purchase
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of one (1) vertical rise drive-on heavy-duty truck lift, in the amount of \$179,760.03, from Mohawk Lifts LLC (Amsterdown, NY). The purchase will be accomplished by Cooperative Purchase via Georgia Statewide Contract #90817-001A.

The equipment will be used by staff in the daily operations of the heavy-duty truck shop diesel side of the Public Works Department for the purpose of lifting heavy-duty trucks when repairing under the truck. This is replacement equipment.

Funds are available in the FY22 Budget as follows: General Fund – Public Works – Fleet Management – Machinery; 0101-260-2300-VHCL-7715.

NO.

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) INTERCEPT HIGH SECURITY CONTRABAND SCANNING SYSTEMS FROM SYSOREX GOVERNMENT SERVICES, INC (HERNON, VA) IN THE AMOUNT OF \$308,000.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GSA CONTRACT # GS-35F-210DA.

**WHEREAS,** the intercept high security contraband scanning systems will be installed at the Muscogee County Prison. Drugs and contraband have become a serious problem within Muscogee County Prison. The equipment has the capability of detecting items hidden in clothing as well as in the body cavities of offenders. This device will greatly improve the safety and security of the staff and the offender population.

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

That the City Manager is hereby authorized to purchase two (2) intercept high security contraband scanning systems from Sysorex Government Services, Inc (Herndon, VA) in the amount of \$308,000.00. The purchase will be accomplished by cooperative purchase via GSA Contract # GS-35F-210DA. Funds are available in the FY22 Budget as: General Fund – MCP – Warden – Capital Expend Over \$5,000, 0101 – 420 – 1000 – MCCI – 7761 and Other Local Option Sales Tax Fund - Public Safety – MCP – Public Safety LOST – Capital Expend Over \$5,000; 0102 – 420 – 9900 - LOST – 7761.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2021 and adopted at said meeting by the affirmative vote of members of said Council.

, 2021 and adop	ted at said meeting	g by the affirmative vote of members	of said
Council.	_		
Councilor Allen voting Councilor Barnes voting Councilor Crabb voting Councilor Davis voting Councilor Garrett voting Councilor House voting Councilor Huff voting Councilor Thomas voting Councilor Tucker voting Councilor Woodson voting			
Sandra T. Davis, Clerk of Cou	 ncil	R H "Skin" Henderson III Mayo	

H. Intercept High Security Contraband Scanning System for Muscogee County Prison (Cooperative Contract)

## **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Intercept High Security Contraband Scanning System for Muscogee County Prison (Cooperative Contract)
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of two (2) intercept high security contraband scanning systems with thermal scanners from Sysorex Government Services, Inc (Herndon, VA) in the amount of \$308,000.00. The purchase will be accomplished by cooperative purchase via GSA Contract # GS-35F-210DA.

The Intercept Security Scanning Systems will be installed at the Muscogee County Prison. Drugs and contraband have become a serious problem within Muscogee County Prison. The equipment has the capability of detecting items hidden in clothing as well as in the body cavities of offenders. This device will greatly improve the safety and security of the staff and the offender population.

Funds are available in the FY22 Budget as: General Fund – MCP – Warden – Capital Expend Over \$5,000, 0101 – 420 – 1000 – MCCI – 7761 and Other Local Option Sales Tax Fund - Public Safety – MCP – Public Safety LOST – Capital Expend Over \$5,000; 0102 – 420 – 9900 - LOST – 7761.

NO.		

A RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) INTERCEPT HIGH SECURITY CONTRABAND SCANNING SYSTEMS FROM SYSOREX GOVERNMENT SERVICES, INC (HERNON, VA) IN THE AMOUNT OF \$308,000.00. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE VIA GSA CONTRACT # GS-35F-210DA.

WHEREAS, the intercept high security contraband scanning systems will be installed at the Muscogee County Prison. Drugs and contraband have become a serious problem within Muscogee County Prison. The equipment has the capability of detecting items hidden in clothing as well as in the body cavities of offenders. This device will greatly improve the safety and security of the staff and the offender population.

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

That the City Manager is hereby authorized to purchase two (2) intercept high security contraband scanning systems from Sysorex Government Services, Inc (Herndon, VA) in the amount of \$308,000.00. The purchase will be accomplished by cooperative purchase via GSA Contract # GS-35F-210DA. Funds are available in the FY22 Budget as: General Fund – MCP – Warden – Capital Expend Over \$5,000, 0101 – 420 – 1000 – MCCI – 7761 and Other Local Option Sales Tax Fund - Public Safety – MCP – Public Safety LOST – Capital Expend Over \$5,000; 0102 – 420 – 9900 - LOST – 7761.

– 420 – 9900 <b>-</b> LOST – 7761.			
, 2021 and adop	-	Columbus, Georgia, held theg by the affirmative vote of member	•
Council.			
Councilor Allen voting			
Councilor Barnes voting			
Councilor Crabb voting	<u>.</u>		
Councilor Davis voting			
Councilor Garrett voting			
Councilor House voting	<u> </u>		
Councilor Huff voting	<u> </u>		
Councilor Thomas voting	<u> </u>		
Councilor Tucker voting	<u>.</u>		
Councilor Woodson voting	<u> </u>		
Sandra T. Davis, Clerk of Cou	ncil	B.H. "Skip" Henderson III, May	/or

I. Repair of Cherry Picker Boom Lift Crane for Public Works

## **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Repair of Cherry Picker Boom Lift Crane for Public Works
INITIATED BY:	Finance Department

It is requested that Council approve payment to Tractor and Equipment Company (Birmingham, AL/Columbus, GA Branch), in the amount of \$32,486.63, for the repair of a Heavy Equipment Cherry Picker Boom Lift Crane, Vehicle #9941.

In April of 2021, the Heavy Equipment Cherry Picker Boom Life Crane was damaged while lifting/moving heavy equipment that was stuck in the landfill. Tractor and Equipment Company removed the 2<sup>nd</sup> & 3<sup>rd</sup> boom sections, together with the cylinders and repaired, cleaned and installed new shim plates, installed new pads on 2<sup>nd</sup> frame. The vendor ran retract and extend cables to the rear and front of the 1<sup>st</sup> staff, hooked up hydraulic connections and bolted cylinder to the frame of the boom and other maintenance was done to ensure this equipment would run properly.

The Crane is manufactured by National Crane Company. Tractor and Equipment Company is the only known company in the City's vicinity that can obtain the OEM parts and repair this specialty equipment. Consequently, the vendor is deemed the only known source for the repair, per the Procurement Ordinance, Article #3-114.

Funds are available in the FY21 Budget: General Fund – Public Works – Fleet Management – Auto Parts and Supplies; 0101 - 260 - 2300 - VHCL - 6721.

#### Item #I.

#### A RESOLUTION

A RESOLUTION AUTHORIZING PAYMENT TO TRACTOR AND EQUIPMENT COMPANY (BIRMINGHAM, AL/COLUMBUS, GA BRANCH), IN THE AMOUNT OF \$32,486.63, FOR THE REPAIR OF A HEAVY EQUIPMENT CHERRY PICKER BOOM LIFT CRANE, VEHICLE #9941.

WHEREAS, In April of 2021, the Heavy Equipment Cherry Picker Boom Lift Crane was damaged while lifting/moving heavy equipment that was stuck in the landfill. Equipment Company removed the 2<sup>nd</sup> & 3<sup>rd</sup> boom sections, together with the cylinders and repaired, cleaned and installed new shim plates, installed new pads on 2<sup>nd</sup> frame. The vendor ran retract and extend cables to the rear and front of the 1st staff, hooked up hydraulic connections and bolted cylinder to the frame of the boom and other maintenance was done to ensure this equipment would run properly; and,

**WHEREAS,** The Crane is manufactured by National Crane Company. Equipment Company is the only known company in the City's vicinity that can obtain the OEM parts and repair this specialty equipment. Consequently, the vendor is deemed the only known source for the repair, per the Procurement Ordinance, Article #3-114.

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

That the City Manager is hereby authorized to render payment to Tractor and Equipment Company (Birmingham, AL/Columbus, GA Branch), in the amount of \$32,486.63, for the repair of a Heavy Equipment Cherry Picker Boom Lift Crane, Vehicle #9941. Funds are available in the FY21 Budget: General Fund – Public Works – Fleet Management – Auto Parts and Supplies; 0101 - 260 - 2300 - VHCL - 6721.

Introduced at a regular n	neeting of the Council of Columbus, Georgia, held the
day of	, 2021 and adopted at said meeting by the affirmative vote o
members of said Co	ouncil.
Councilor Allen voting	<u>.</u>
Councilor Barnes voting	<u>.</u>
Councilor Crabb voting	<u> </u>
Councilor Davis voting	
Councilor Garrett voting	<u> </u>
Councilor House voting	<u> </u>
Councilor Huff voting	<u> </u>
Councilor Thomas voting	<u> </u>
Councilor Tucker voting	<u> </u>
Councilor Woodson voting	<u> </u>
Sandra T. Davis, Clerk of Cou	B.H. "Skip" Henderson III, Mayor Agenda 2 of 2

J. Wildlife Trapping Services for Public Works (Annual Contract)

## **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Wildlife Trapping Services for Public Works (Annual Contract)
INITIATED BY:	Finance Department

It is requested that Council approve an annual contract with Jager Pro, LLC (Columbus, GA) to trap wild hogs in the amount of \$375 up to \$1,925.00, contingent upon the number of hogs per property; and approve an annual contract with Jarrod's Pest Control and Wildlife, LLC (Fortson, GA) to trap Coyotes, in the amount of \$500 up to \$1,000 per bait site, per week, contingent upon the number of weeks. The services will be utilized on an "as needed" basis, per fiscal year.

Several years ago, the Public Works Department started receiving complaints about wild hogs and coyotes in various locations throughout the City. The Public Works Department tried all avenues to obtain trapping services as quickly as possible, due to the threat to citizens' safety. After consulting with the Georgia Department of Natural Resources Wildlife resources, the department was able to locate Jager Pro and Jarrod's Pest Control and Wildlife to perform the services. The Public Works Department has continued to utilize these two vendors to provide the trapping services when needed.

Funds will be budgeted as need each fiscal year for these ongoing services: General Fund – Public Works – Special Enforcement – Operating Materials; 0101 – 260 – 2400 – SPCL – 6728.

NO.	
110.	

A RESOLUTION AUTHORIZING AN ANNUAL CONTRACT WITH JAGER PRO, LLC (COLUMBUS, GA) TO TRAP WILD HOGS IN THE AMOUNT OF \$375 UP TO \$1,925.00, CONTINGENT UPON THE NUMBER OF HOGS PER PROPERTY; AND APPROVE AN ANNUAL CONTRACT WITH JARROD'S PEST CONTROL AND WILDLIFE, LLC (FORTSON, GA) TO TRAP COYOTES, IN THE AMOUNT OF \$500 UP TO \$1,000 PER BAIT SITE, PER WEEK, CONTINGENT UPON THE NUMBER OF WEEKS. THE SERVICES WILL BE UTILIZED ON AN "AS NEEDED" BASIS, PER FISCAL YEAR.

WHEREAS, several years ago, the Public Works Department started receiving complaints about wild hogs and coyotes in various locations throughout the City. The Public Works Department tried all avenues to obtain trapping services as quickly as possible, due to the threat to citizens' safety. After consulting with the Georgia Department of Natural Resources Wildlife resources, the department was able to locate Jager Pro and Jarrod's Pest Control and Wildlife to perform the services. The Public Works Department has continued to utilize these two vendors to provide the trapping services when needed.

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

That the City Manager is hereby authorized to enter into an annual contract with Jager Pro, LLC (Columbus, GA) to trap wild hogs in the amount of \$375 up to \$1,925.00, contingent upon the number of hogs per property; and approve an annual contract with Jarrod's Pest Control and Wildlife, LLC (Fortson, GA) to trap Coyotes, in the amount of \$500 up to \$1,000 per bait site, per week, contingent upon the number of weeks. The services will be utilized on an "as needed" basis, per fiscal year. Funds will be budgeted as need each fiscal year for these ongoing services: General Fund – Public Works – Special Enforcement – Operating Materials; 0101 – 260 - 2400 - SPCL - 6728.

day of	_, 2021 and adopted at said meeting by the affirmative vote of
members of said	Council.
Councilor Allen voting	
Councilor Barnes voting	
Councilor Crabb voting	<del></del>
Councilor Davis voting	<del></del>
Councilor Garrett voting	<u>.</u>
Councilor House voting	<u> </u>
Councilor Huff voting	<u> </u>
Councilor Thomas voting	<u> </u>
Councilor Tucker voting	<u> </u>

- Page 158 -

ltem	# I	
пет	#h I .	

Councilor Woodson voting	<u>.</u>
Sandra T. Davis, Clerk of Council	B.H. "Skip" Henderson III, Mayor

K. Direct Payments to Employee Benefit Carriers

## **Columbus Consolidated Government Council Meeting Agenda Item**

TO:	Mayor and Councilors
AGENDA SUBJECT:	Direct Payments to Employee Benefit Carriers
INITIATED BY:	Finance Department

It is requested that Council approve direct payments to Blue Cross Blue Shield/Anthem (Medical), United Healthcare (Medicare Advantage Plan), Pharmavail (Pharmacy), NFP Rxsolutions (Pharmacy), Metlife (Life Insurance), Aflac (Supplemental Life Insurance), Impaxrx (Pharmancy), Newbenefits (Telemedicine), Careatc (Onsite Wellness Center), and any other carriers negotiated by NFP Corporate Services. Per Resolution #239-21, City Council approved a five-year annual contract with NFP to provide Employee Benefits Consultant Services. This resolution, authorizing direct payments, will remain in effect during the contract term designated for NFP to provide Employee Benefits Consultant Services.

The resolution will serve as authorization to make payments directly to the various benefit carriers, rather than to the contracted benefits consultant, NFP Corporate Services. It is more efficient and secure for the City to submit premium payments and prescription cost reimbursements directly to the carriers.

Funds are budgeted each fiscal year for this ongoing expense: Employee Health Insurance Fund - Human Resources - Health Insurance Claims - Benefit Payments; 0850 - 220 - 3310 - HLTH – 9401, Employee Health Insurance Fund - Human Resources - Health & Wellness Center – Contractual Services; 0850 - 220 - 3330 - HLTH – 6319 and Various funds and departments – Group Life Insurance - 6225.

A RESOLUTION AUTHORIZING DIRECT PAYMENTS TO BLUE CROSS BLUE SHIELD/ANTHEM (MEDICAL), UNITED HEALTHCARE (MEDICARE ADVANTAGE PLAN), PHARMAVAIL (PHARMACY), NFP RXSOLUTIONS (PHARMACY), METLIFE (LIFE INSURANCE), AFLAC (SUPPLEMENTAL LIFE INSURANCE), IMPAXRX (PHARMANCY), NEWBENEFITS (TELEMEDICINE), CAREATC (ONSITE WELLNESS CENTER), AND ANY OTHER CARRIERS NEGOTIATED BY NFP CORPORATE SERVICES. PER RESOLUTION #239-21, CITY COUNCIL APPROVED A FIVE-YEAR ANNUAL CONTRACT WITH NFP TO PROVIDE EMPLOYEE BENEFITS CONSULTANT SERVICES. THIS RESOLUTION, AUTHORIZING DIRECT PAYMENTS, WILL REMAIN IN EFFECT DURING THE CONTRACT TERM DESIGNATED FOR NFP TO PROVIDE EMPLOYEE BENEFITS CONSULTANT SERVICES.

**WHEREAS,** the resolution will serve as authorization to make payments directly to the various benefit carriers, rather than to the contracted benefits consultant, NFP Corporate Services. It is more efficient and secure for the City to submit premium payments and prescription cost reimbursements directly to the carriers.

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

That the City Manager is hereby authorized to make direct payments to Blue Cross Blue Shield/Anthem (Medical), United Healthcare (Medicare Advantage Plan), Pharmavail (Pharmacy), NFP Rxsolutions (Pharmacy), Metlife (Life Insurance), Aflac (Supplemental Life Insurance), Impaxrx (Pharmancy), Newbenefits (Telemedicine), Careatc (Onsite Wellness Center), and any other carriers negotiated by NFP Corporate Services. Per Resolution #239-21, City Council approved a five-year annual contract with NFP to provide Employee Benefits Consultant Services. This resolution, authorizing direct payments, will remain in effect during the contract term designated for NFP to provide Employee Benefits Consultant Services. Funds are budgeted each fiscal year for this ongoing expense: Employee Health Insurance Fund - Human Resources - Health Insurance Claims - Benefit Payments; 0850 - 220 - 3310 - HLTH - 9401, Employee Health Insurance Fund - Human Resources - Health & Wellness Center - Contractual Services; 0850 - 220 - 3330 - HLTH - 6319 and Various funds and departments - Group Life Insurance - 6225.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the	day
of, 2021 and adopted at said meeting by the affirmative vote of	
members of said Council.	
Councilor Allen voting  Councilor Barnes voting  Councilor Crabb voting	

Item #K.

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 Counci	<u>.</u>	B.H. "Skip" Henderson III, Mayor

L. Mobile Assessor Software for Tax Assessors Office (Cooperative Purchase)

#### Columbus Consolidated Government Council Meeting Agenda Item

Item #L.

TO:	Mayor and Councilors
AGENDA SUBJECT:	Mobile Assessor Software for Tax Assessors Office (Cooperative Purchase)
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of Mobile Assessor Software from Woolpert Company/Data Cloud Solutions (Dayton, OH), in the amount of \$74,010.00, plus pro-rated maintenance for the first year in the approximate amount of \$9,515.63. Approval is also requested for payment of the annual maintenance fee of \$20,037.50, and any adjustments, for subsequent years. The purchase will be accomplished by Cooperative Purchase utilizing RP. No. 009-21, issued and awarded by Gwinnett County.

The Tax Assessors office is requesting the purchase of the software to allow in-the-field entering of appraisal data, thereby eliminating duplication of work and increasing efficiency. Some of the tools available via the software include, but not limited to, the following:

- Automatic, Dynamic Routing
- Comparative Property Recall
- Instant Photo Uploads & Synchronization
- Live GPS & GIS Mapping
- Predictive Quality Grade Algorithm
- Real-Time Central File Updates
- Real-Time Quality Control Dashboard
- Touch Screen Sketching

Gwinnet County issued RP NO. 009-21 on December 8, 2020, for In-Field Appraisal Data Collection and Work Management Solution, whereby Woolpert/Data Cloud Solutions, was the successful vendor awarded the contract. The RP (RFP) process utilized by Gwinnett County meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 3-118 of the Procurement Ordinance.

Funds are budgeted in the FY22 Budget: General Fund - Boards and Commissions – Tax Assessor – Other Equipment; 0101 - 290 - 1000 - TAXA – 7762. Additionally, funds will be budgeted in subsequent fiscal years to cover the annual maintenance cost.

Item #L.

A RESOLUTION AUTHORIZING THE PURCHASE OF MOBILE ASSESSOR SOFTWARE FROM WOOLPERT COMPANY/DATA CLOUD SOLUTIONS (DAYTON, OH), IN THE AMOUNT OF \$74,010.00, PLUS PRO-RATED MAINTENANCE FOR THE FIRST YEAR IN THE APPROXIMATE AMOUNT OF \$9,515.63. APPROVAL IS ALSO REQUESTED FOR PAYMENT OF THE ANNUAL MAINTENANCE FEE OF \$20,037.50, AND ANY ADJUSTMENTS, FOR SUBSEQUENT YEARS. THE PURCHASE WILL BE ACCOMPLISHED BY COOPERATIVE PURCHASE UTILIZING RP. NO. 009-21, ISSUED AND AWARDED BY GWINNETT COUNTY.

**WHEREAS**, the Tax Assessors office is requesting the purchase of the software to allow in-the-field entering of appraisal data, thereby eliminating duplication of work and increasing efficiency; and

WHEREAS, Gwinnet County issued RP NO. 009-21 on December 8, 2020, for In-Field Appraisal Data Collection and Work Management Solution, whereby Woolpert/Data Cloud Solutions, was the successful vendor awarded the contract. The RP (RFP) process utilized by Gwinnett County meets the requirements of the City's Procurement Ordinance; additionally, cooperative purchasing is authorized per Article 3-118 of the Procurement Ordinance.

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

That the City Manager is hereby authorized to purchase Mobile Assessor Software from Woolpert Company/Data Cloud Solutions (Dayton, OH), in the amount of \$74,010.00, plus pro-rated maintenance for the first year in the approximate amount of \$9,515.63. Approval is also requested for payment of the annual maintenance fee of \$20,037.50, and any adjustments, for subsequent years. The purchase will be accomplished by Cooperative Purchase utilizing RP. No. 009-21, issued and awarded by Gwinnett County. Funds are budgeted in the FY22 Budget: General Fund - Boards and Commissions – Tax Assessor – Other Equipment; 0101 - 290 - 1000 - TAXA – 7762. Additionally, funds will be budgeted in subsequent fiscal years to cover the annual maintenance cost.

, 2021 and a	dopted 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		

- Page 166 -

b" Henderson III, Mayor

Sandra T. Davis, Clerk of Council

M. Add-On Pursuit Utility Vehicles (Cooperative Purchase)

#### (M) PURSUIT UTILITY VEHICLES – COOPERATIVE PURCHASE

Item #M.

It is requested that Council approve the purchase of thirty-three (33) 2021 Ford Explorer pursuit utility vehicles in the total amount of \$1,289,242.00, from Wade Ford, Inc. (Smyrna, GA), by Cooperative Purchase via Georgia Statewide Contract #9999-SPD-ES40199409-0003.

The Police Department was approved thirty-one (31) replacement pursuit vehicles in the FY22 Budget, Muscogee County prison was approved one (1) replacement pursuit vehicle in the FY22 Budget, and the Sheriff's Office was approved one (1) replacement pursuit vehicle in the FY22 Budget. All Departments will use the replacement vehicles to perform day to day and emergency Public Safety duties.

The purchase of the pursuit vehicles is being expedited due delivery concerns because of COVID-19. The Police Department and the Sheriff's Office had originally requested 2022 Chevrolet Tahoes and Muscogee County Prison originally requested a 2022 Ford Explorer. However, Public Works/Fleet Maintenance has been informed by vendors that 2022 models of the vehicles are not available at this time, and delivery of the 2022 models is unknown.

Funding for the Police Department, in the amount of \$1,216,750, is budgeted in the FY22 Budget: LOST/Public Safety Fund – Police – Public Safety/LOST – Automobiles; 0102 – 400 – 9900 - LOST – 7721.

Funding for Muscogee County, in the amount of \$33,206.00, is budgeted in the FY22 Budget: LOST/Public Safety Fund – MCP – Public Safety/LOST – Automobiles; 0102 – 420 – 9900 - LOST – 7721.

Funding for the Sheriff's Office, in the amount of \$39,286.00, is budgeted in the FY22 Budget: LOST/Public Safety Fund – Sheriff – Public Safety/LOST – Automobiles; 0102 – 550 – 9900 - LOST – 7721.

"ITE M. M."

Item #M.

NO.
1317.

A RESOLUTION AUTHORIZING THE PURCHASE OF THIRTY-THREE (33) 2021 FORD EXPLORER PURSUIT UTILITY VEHICLES IN THE TOTAL AMOUNT OF \$1,289,242.00, FROM WADE FORD, INC. (SMYRA, GA), BY COOPERATIVE PURCHASE VIA GEORGIA STATEWIDE CONTRACT #9999-SPD-ES40199409-0003.

**WHEREAS**, the Police Department was approved thirty-one (31) replacement pursuit vehicles in the FY22 Budget, Muscogee County prison was approved one (1) replacement pursuit vehicle in the FY22 Budget, and the Sheriff's Office was approved one (1) replacement pursuit vehicle in the FY22 Budget. All Departments will use the replacement vehicles to perform day to day and emergency Public Safety duties; and,

**WHEREAS**, the purchase of the pursuit vehicles is being expedited due to delivery concerns because of COVID-19. The Police Department and the Sheriff's Office had originally requested 2022 Chevrolet Tahoes and Muscogee County Prison originally requested a 2022 Ford Explorer. However, Public Works/Fleet Maintenance has been informed by vendors that 2022 models of the vehicles are not available at this time, and delivery of the 2022 models is unknown.

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

That the City Manager is hereby authorized to purchase thirty-three (33) 2021 Ford Explorer pursuit utility vehicles in the total amount of \$1,289,242.00, from Wade Ford, Inc. (Smyrna, GA), by Cooperative Purchase via Georgia Statewide Contract #9999-SPD-ES40199409-0003. Funding for the Police Department, in the amount of \$1,216,750, is budgeted in the FY22 Budget: LOST/Public Safety Fund – Police – Public Safety/LOST – Automobiles; 0102 – 400 – 9900 - LOST – 7721.

Funding for Muscogee County, in the amount of \$33,206.00, is budgeted in the FY22 Budget: LOST/Public Safety Fund – MCP – Public Safety/LOST – Automobiles; 0102 – 420 – 9900 - LOST – 7721.

Funding for the Sheriff's Office, in the amount of \$39,286.00, is budgeted in the FY22 Budget: LOST/Public Safety Fund – Sheriff – Public Safety/LOST – Automobiles; 0102 – 550 – 9900 - LOST – 7721.

	ing of the Council of Columbus, Georgia, held said meeting by the affirmative vote of	
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 II	———— II. Mayor

B. American Rescue Plan Update/Public Safety Operations Support Package - Pam Hodge, Deputy City Manager

# PUBLIC SAFETY OPERATIONS SUPPORT

SEPTEMBER 14, 2021



## PUBLIC SAFETY PAY ENHANCEMENTS

- Police Pay Reform Years of Service, FY16
- POLICE PAY REFORM STEP ADJUSTMENT, FY17
- SHERIFF PAY REFORM YEARS OF SERVICE, FY18
- POLICE PAY REFORM YEARS OF SERVICE SCHEDULE ADJUSTMENT, FY19
- POLICE PAY REFORM STEP ADJUSTMENT, FY19
- POLICE PAY REFORM YEARS OF SERVICE SCHEDULE ADJUSTMENT, FY20
- SHERIFF PAY REFORM YEARS OF SERVICE SCHEDULE ADJUSTMENT, FY21
- POLICE PAY SUPPLEMENT, \$2,000, FY22
- FIRE/EMS PAY REFORM YEARS OF SERVICE, FY22
- FIRE/EMS SPECIALTY TRAINING INCENTIVE, FY22
- MCP Pay Reform Years of Service, FY22



## PAY ADJUSTMENTS AND BONUSES

- 2012 2022 17.5% PAY ADJUSTMENT
- FY18 2% Payroll Conversion Bonus
- FY20 TIME OFF
- FY21 \$650 COVID-19 BONUS
- FY22 CLASSIFICATION AND COMPENSATION STUDY = \$325,000
  - RFP ADVERTISEMENT OCTOBER 2021
  - Consultant on Board January 2022
  - Council Recommendation/Council Approval/Initial Implementation January - July 2023
- NO INSURANCE PREMIUM INCREASE FOR THE 6<sup>TH</sup> YEAR IF PARTICIPATE IN THE WELLNESS PROGRAM

# Police Officer Starting Salary

As of 01-02-2016

Police Officer w/o	Police Officer w/AD –	Police Officer w/BD –	Police Officer w/MD –
Degree – G14 Step A	G14 Step B	G14 Step B	G14 Step B
Base Pay	Base Pay	Base Pay	Base Pay
\$33,770.42	\$34,614.69	\$34,614.69	\$34,614.69
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Edu. Inc. \$1,248.52	Edu. Inc. \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$36,891.72	\$37,735.99	\$38,984.51	\$40,233.03
Sign-On Bonus*	Sign-On Bonus*	Sign-On Bonus*	Sign-On Bonus*
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

<sup>\*</sup>Sign-On bonus is spread over a two-year period in \$500 increments every six months.

## Police Officer Starting Salary

As of 07-01-2021

Police Officer w/o	Police Officer w/AD –	Police Officer w/BD –	Police Officer w/MD –
Degree – G14 Step D	G14 Step E	G14 Step E	G14 Step E
Base Pay	Base Pay	Base Pay	Base Pay
\$39,562.69	\$40,551.76	\$40,551.76	\$40,551.76
OLOST	OLOST	OLOST	OLOST
\$5,121.30	\$5,121.30	\$5,121.30	\$5,121.30
		Edu. Inc. \$1,248.52	Edu. Inc. \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$44,683.99	\$45,673.06	\$46,921.58	\$48,170.10
Sign-On Bonus*	Sign-On Bonus*	Sign-On Bonus*	Sign-On Bonus*
\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00

<sup>\*</sup>Sign-On bonus is spread over a two-year period in \$500 increments every six months. Officers may also receive additional incentive pay including \$2,400 for POST Certification and \$1,200 for Military Experience not included here.



# **Sheriff Deputy Starting Salary**

As of 01-02-2016

Deputy Sheriff w/o	Deputy Sheriff w/	Deputy Sheriff w/	Deputy Sheriff
Degree - G14 Step A	AD – G14 Step B	BD – G14 Step B	w/MD – G14 Step B
Base Pay	Base Pay	Base Pay	Base Pay
\$33,770.42	\$34,614.69	\$34,614.69	\$34,614.69
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$36,891.72	\$37,735.99	\$38,984.51	\$40,233.03

# **Sheriff Deputy Starting Salary**

As of 07-01-2021

Deputy Sheriff w/o Degree - G14 Step C	Deputy Sheriff w/ AD – G14 Step D	Deputy Sheriff w/ BD – G14 Step D	Deputy Sheriff w/MD – G14 Step D
Base Pay	Base Pay	Base Pay	Base Pay
\$38,597.74	\$39,562.69	\$39,562.69	\$39,562.69
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$41,719.04	\$42,683.99	\$43,932.51	\$45,181.03

Total Pay	Total Pay	Total Pay	Total Pay
\$36,891.72	\$37,735.99	,984.51	\$40,233.03

# **Sheriff Correctional Officer Starting Salary**

As of 01-02-2016

Correctional Officer w/o Degree - G12 Step A	Correctional Officer w/ AD – G12 Step B	Correctional Officer w/ BD - G12 Step B	Correctional Officer w/MD - G12 Step B
Base Pay	Base Pay	Base Pay	Base Pay
\$30,594.33	\$31,359.20	\$31,359.20	\$31,359.20
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$33,715.63	\$34,480.50	\$35,729.02	\$36,977.54

# **Sheriff Correctional Officer Starting Salary**

As of 07-01-2021

Correctional Officer w/o Degree - G12 Step C	Correctional Officer w/ AD – G12 Step D	Correctional Officer w/ BD - G12 Step D	Correctional Officer w/MD - G12 Step D
Base Pay	Base Pay	Base Pay	Base Pay
\$34,967.65	\$35,841.84	\$35,841.84	\$35,841.84
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$38,088.95	\$38,963.14	\$40,211.66	\$41,460.18

7	/01	/20	116
<b>J</b> ,	,	,	<b>-</b> -

otal Pay	<b>Total Pay</b>
33,715.63	\$34,480.50

Total Pay \$35,729.02 Total Pay \$36,977.54

#### Item #B.

### Fire/ EMS Firefighter/ EMT Starting Salary

As of 01-02-2016

Firefighter - G12 Step A	Firefighter-EMT w/o Degree - G14 Step A	Firefighter- EMT w/ AD - G14 Step B	Firefighter- EMT w/ BD – G14 Step B	Firefighter-EMT w/ MD – G14 Step B
Base Pay \$30,594.33	Base Pay \$33,770.42	Base Pay \$34,614.69	Base Pay \$34,614.69	Base Pay \$34,614.69
OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30
			Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay \$33,715.63	Total Pay \$36,891.72	Total Pay \$37,735.99	Total Pay \$38,984.51	Total Pay \$40,233.03
Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00

<sup>\*</sup>Sign-On bonus is spread over a two-year period in \$500 increments every six months. Firefighters start at G12, but must become EMT Certified, which advances them to the G14 - Page 181 -

### Fire/ EMS Firefighter/ EMT Starting Salary

As of 07-01-2021

Firefighter - G12 Step A	Firefighter-EMT w/o Degree - G14 Step A	Firefighter-EMT w/ AD - G14 Step B	Firefighter-EMT w/BD – G14 Step B	Firefighter-EMT w/ MD – G14 Step B
Base Pay \$33,282.71	Base Pay \$36,737.89	Base Pay \$37,656.34	Base Pay \$37,656.34	Base Pay \$37,656.34
OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30	OLOST \$3,121.30
			Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay \$36,404.01	Total Pay \$39,859.19	Total Pay \$40,777.64	Total Pay \$42,026.16	Total Pay \$43,274.68
Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00	Sign-On Bonus* \$2,000.00

<sup>\*</sup>Sign-On bonus is spread over a two-year period in \$500 increments every six months. Firefighters start at G12, but must become EMT Certified, which advances them to the G14 salary. \$6,000 annual supplement for Paramedic Certification (Ord. #20-018). Employees serving on Special Operations Teams will receive \$25 with a maximum of \$100 per biweekly paycheck.

Total Pay	<b>Total Pay</b>	Total - Page 182 -	<b>Total Pay</b>	<b>Total Pay</b>
\$33,715.63	\$36,891.72	\$37,735.99	\$38,984.51	\$40,233.03

#### Item #B.

### MCP Correctional Officer Starting Salary

As of 01-02-2016

Correctional Officer w/o Degree - G12 Step A	Correctional Officer w/ AD – G12 Step B	Correctional Officer w/ BD - G12 Step B	Correctional Officer w/MD - G12 Step B
Base Pay	Base Pay	Base Pay	Base Pay
\$30,594.33	\$31,359.20	\$31,359.20	\$31,359.20
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$33,715.63	\$34,480.50	\$35,729.02	\$36,977.54

<sup>\*</sup>MCP Correctional Officer is a career ladder position; upon meeting criteria they will advance to a G13 as a Senior Correctional Officer.

### MCP Correctional Officer Starting Salary

As of 07-01-2021

Correctional Officer w/o Degree - G12 Step C	Correctional Officer w/ AD - G12 Step D	Correctional Officer w/BD – G12 Step D	Correctional Officer w/MD – G12 Step D
Base Pay	Base Pay	Base Pay	Base Pay
\$34,967.65	\$35,841.84	\$35,841.84	\$35,841.84
OLOST	OLOST	OLOST	OLOST
\$3,121.30	\$3,121.30	\$3,121.30	\$3,121.30
		Education Incentive \$1,248.52	Education Incentive \$2,497.04
Total Pay	Total Pay	Total Pay	Total Pay
\$38,088.95	\$38,963.14	\$40,211.66	\$41,460.18
Sign-On Bonus*	Sign-On Bonus*	Sign-On Bonus* \$2,000.00	Sign-On Bonus*
\$2,000.00	\$2,000.00		\$2,000.00

<sup>\*</sup>MCP Correctional Officer is a career ladder position; upon meeting criteria they will advance to a G13 as a Senior Correctional Officer

<sup>\*</sup>Sign-On bonus is spread over a two-year period in \$500 increments every six months.

Total Pay	Total Pay	al Pay	Total Pay
\$33,715.63	\$34,480.50	Page 184 - ,729.02	\$36,977.54

#### PUBLIC SAFETY CAPITAL

Department	FY19 Actuals	FY20 Actuals	FY21 Actuals	FY22 Budget*
Police	\$682,347.55	\$169,190.63	\$376,334.02	\$2,791,625.64
Fire/EMS	\$161,630.60	\$124,803.65	\$2,492,386.09	\$2,325,782.50
Sheriff	\$237,317.11	\$106,049.50	\$80,000.00	\$718,673.00
TOTAL	\$1,081,295.26	\$400,043.78	\$2,948,720.11	\$5,836,081.14

<sup>\*</sup>Includes Prior Year Carryovers

#### FY19

GMA Lease – 30 Police Cars \$1,194,341.40 Public Safety Radio Upgrade \$4,940,904.00 Wireless Microwave System \$696,689.00

#### FY20

GMA Lease – 80 Pursuit Vehicles \$3,250,156.00

TOTAL = \$20,347,230.69

#### FIRE/EMS IMMEDIATE SUPPORT

- 9/14 AGENDA:
  - 6 AMBULANCES \$2,009,517 ARP



Purchase of Property Adjacent to Station #8 - \$120,960 –
 OLOST Public Safety Reserves

#### FIRE/EMS IMMEDIATE SUPPORT

- 9/14 AGENDA:
  - EMERGENCY OPERATIONS CENTER UPGRADES \$130,000 OLOST PUBLIC SAFETY RESERVES (\$50,000 FROM A GEMA GRANT)



#### FIRE/EMS FUTURE SUPPORT

- FUTURE (WITHIN 30-45 DAYS):
  - 1 Ladder— GMA Lease (Replaces 5-year lease of 2 Ambulances with 10-year lease of 1 Ladder) = \$1,106,254
  - 5 ENGINES OLOST PUBLIC SAFETY RESERVES = \$3,779,990







# POLICE IMMEDIATE CAPITAL AND RECLASSIFICATIONS

- 9/14 AGENDA
  - RECLASSIFICATION OF 20 POLICE OFFICER POSITIONS FOR THE EXPANDED
     CADET PROGRAM TO PROVIDE A FEEDER PROGRAM FOR POLICE OFFICERS
  - MINIMUM AGE OF 18 YEARS OLD WITH A HIGH SCHOOL DIPLOMA OR GED
  - CAREER LADDER IMPLEMENTATION
- CADET PROGRAM UNIFORM & CAPITAL = \$359,314.32
  - UNIFORMS = \$43,167.25
  - EQUIPMENT (5 ATV's, 8 UTV's, 3 MID SIZE SUVs) = \$316,147.07

#### SHERIFF CAPITAL NEEDS

- Jail Site Master Plan with Sheriff's Administration and Jail Assessment— OLOST Public Safety Reserves
- RECENT JAIL IMPROVEMENTS = \$2.5 MILLION
  - KITCHEN IMPROVEMENTS
  - SHOWER RENOVATIONS
  - HVAC REPLACEMENT
  - LAUNDRY PIPING REPLACEMENT
  - Water Heaters Replacement



## AMERICAN RESCUE PLAN UPDATE

SEPTEMBER 14, 2021



- ARP was passed by the House on February 27, 2021, the Senate on March 6, 2021 and signed into law on March 11, 2021
- \$1.9 TRILLION FOR ECONOMIC RELIEF FROM THE DEVASTATING ECONOMIC AND HEALTH EFFECTS OF THE COVID-19 PANDEMIC
- \$362 BILLION IN DIRECT AID (NOT THRU THE STATE) FOR STATES AND LOCAL GOVERNMENTS (SUBTITLE M., SEC. 9901 OF THE ACT)
  - FINAL GUIDANCE HAS NOT BEEN RELEASED BY THE U.S. TREASURY DEPARTMENT



- Uses of Funds
  - RESPOND TO THE PUBLIC HEALTH EMERGENCY WITH RESPECT TO COVID-19 OR ITS NEGATIVE ECONOMIC IMPACTS
  - RESPOND TO WORKERS PERFORMING ESSENTIAL WORK
  - REVENUE REPLACEMENT FOR THE GOVERNMENT.
  - INVESTMENTS IN WATER, SEWER OR BROADBAND INFRASTRUCTURE

- AMOUNT ALLOCATED TO THE CITY OF COLUMBUS/MUSCOGEE COUNTY
  - CITY = \$40,456,205
  - COUNTY = \$38,025,833
  - TOTAL = \$78,482,038
- AMOUNT RECEIVED
  - CITY = \$20,228,102.50 on June 7, 2021
  - COUNTY = \$19,012,916.50 ON JUNE 14, 2021
  - TOTAL = \$39,241,019
- BALANCE TO BE DISTRIBUTED IN 12 -Page 194- HS



- Interim Final Rule (IFR) was released by the Treasury on May 17, 2021
   and is open for comment until July 16, 2021
- IFR outlines eligible use categories and other restrictions on the use of funds under the Coronavirus State and Local Fiscal Recovery Funds (SLFRF)
- ELIGIBLE COSTS MUST BE INCURRED BETWEEN MARCH 3, 2021 AND DECEMBER 31, 2024 AND EXPENDED BY DECEMBER 31, 2026
- FINANCIAL REPORTING WILL BE REQUIRED ON A QUARTERLY BASIS AND RECORDS
   MUST BE MAINTAINED FOR FIVE YEARS AFTER ALL FUNDS HAVE BEEN EXPENDED

 AUTOMATION OF GARBAGE COLLECTION TO INCLUDE GARBAGE TRUCKS AND CARTS = \$19,530,030 (PROCUREMENT PROCESS)





 AUTOMATION OF GARBAGE COLLECTION TO INCLUDE GARBAGE TRUCKS AND CARTS = \$19,530,030 (PROCUREMENT PROCESS)







- AMBULANCES = \$2,100,000
  - (AUTHORIZATION TO PURCHASE 9/14)



- COMMUNITY SAFEGUARD PROGRAMS TO INCLUDE CURE VIOLENCE, SUMMER YOUTH AND YOUTH
  DEVELOPMENT PROGRAMS, AND CAMERAS = \$1,000,000 (PROCUREMENT PROCESS FOR CAMERAS)
- Broadband/Cyber Security Upgrades Phase 1 = \$3,000,000 (Procurement Process)

- REVENUE RECOVERY = \$3,559,470.84 (UTILIZATION PLAN UNDER DEVELOPMENT)
- SMALL BUSINESS GRANTS \$3,000,000 (APPLICATION AND PROCESS UNDER DEVELOPMENT)
- Premium pay for Public Safety and Other Essential Employees = \$5,000,000
- STORMWATER INFRASTRUCTURE = \$0 (DELAY TO PHASE 2)
- Non-Profit Grants = \$1,000,000 (Application and Process under Development)
- ECONOMIC/TOURISM GRANTS = \$850,000 (APPLICATION AND PROCESS UNDER DEVELOPMENT)
- ADMINISTRATION = \$201,518.16 (FULL-TIME TEMPORARY POSITION FOR UP TO 3 YEARS, PROJECT FINANCIAL ANALYST AND OTHER OVERSITE EXPENDITURES)
- TOTAL = \$39,241,019

#### ARP PREMIUM PAY FOR ESSENTIAL WORKERS

- COLUMBUS CONSOLIDATED GOVERNMENT EMPLOYEES PERFORMING ESSENTIAL WORK DURING COVID-19 PUBLIC HEALTH EMERGENCY
- ESSENTIAL WORK PERFORMED INVOLVING REGULAR IN-PERSON INTERACTIONS OR REGULAR PHYSICAL HANDLING OF ITEMS THAT WERE ALSO HANDLED BY OTHERS
- Premium pay to be paid retrospectively from 01/27/2020 to 06/30/2021
- PAY DATE 10/15/2021

### Premium Pay for Essential Workers (Funded by ARP)

These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of our community.

Premium pay includes the following CCG positions:

- All Public Safety Sworn Personnel\*
- Bus Operators
- Truck Drivers
- Correctional Officers
- Sanitation Workers
- Janitors/Custodian Workers

<b>4</b> A I	•		670 11C 15
*Annual	earninas i	iess than	\$78,116.15
, uninadi	Carrings	CJJ LIIGII	7,0,110.10

Six months	\$1000	Full time Active employee	Hire Date on or <b>before</b> 01/27/2020
Six months	\$1000	Full time Active employee	Hire Date on or after 07/01/2020
Six months	\$1000	Full time Active employee	Hire date on or after 01/01/2021
N/A	N/A	Full time Active employee	Hire date on or after 07/01/2021
Total	\$3000		

Premium Pay	
Employees	1289
Total Cost	\$4,467,551

- Page 201 -

Item #B.

# Pandemic Pay for Essential Workers but not eligible for Premium Pay (Funded by CARES Act Reserves)

These are workers who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and wellbeing of our community.

Pay for essential workers include the following CCG positions:

- All full-time regular positions not included in Premium Pay
- Exclusions include:
  - Part time employees
  - Elected Officials
  - Grant paid employees
  - Employees hired after 06/30/2021
- \*Public Safety Sworn Personnel that qualify for Premium Pay but exceed the \$78,116.15 salary will be entitled to Premium Pay but not funded thru ARP

Six months	\$500	Full time Active employee	Hire Date on or <b>before</b> 01/27/2020
Six months	\$500	Full time Active employee	Hire Date on or after 07/01/2020
Six months	\$500	Full time Active employee	Hire date on or <b>after</b> 01/01/2021
N/A	N/A	Full time Active employee	Hire date on or <b>after</b> 07/01/2021
Total	\$1500		

Ess	ential Worker Pay	
Em	ployees	881
Page 202 -	l Cost	\$1,488,831



#### STATE FISCAL RECOVERY FUNDS

APPLICATION DEADLINE: OCTOBER 31, 2021

AWARD DATE: ON OR AFTER THE WEEK OF JANUARY 3, 2022

- ALLOWABLE USES:
  - ADDRESS NEGATIVE ECONOMIC IMPACTS CAUSED BY THE PUBLIC HEALTH EMERGENCY
  - INVEST IN WATER, SEWER AND BROADBAND INFRASTRUCTURE

#### STATE FISCAL RECOVERY FUNDS

- ELIGIBLE APPLICANTS
  - STATE AGENCIES
  - COUNTY/CITY GOVERNMENTS
  - SPECIAL DISTRICTS
  - INDUSTRY TRADE ASSOCIATIONS
  - Business Organizations
  - Trade/Professional Organizations
  - Non-Profit Organizations
- CCG Intended Applications
  - STORMWATER INFRASTRUCTURE (AS RELATED TO COMBINED SEWER)
  - BROADBAND INFRASTRUCTURE
  - SMALL BUSINESS GRANT PROGRAM

#### SUMMARY - PUBLIC SAFETY SUPPORT

#### PAST

 Pay Reforms, Supplement, Incentive Pay, Pay Adjustments, Bonuses, \$2.5
 Million Jail Improvements, \$14.5 Million Capital Investment, No Increase in Health Premiums for 6 years

#### PRESENT (9/14 AGENDA)

• 6 Ambulances, EOC Upgrades, Cadet Reclassifications, \$5.8 Million Capital Investment-FY22 Budget and Carryovers, Property Acquisition

#### FUTURE (30 -45 DAYS)

• 1 Ladder Truck, 5 Engines, Cadet Uniforms and Equipment, Jail Site Master Plan and Assessment Authorization, Classification and Compensation Study



## QUESTIONS

#### File Attachments for Item:

D. TSPLOST Update - Pam Hodge, Deputy City Manager



RiverWalk: \$10.0 million



Follow Me Trail: \$3.5 million



US 27/Custer: \$20.0 million



METRA:

\$22.4 million



Buena Vista

Spiderweb:

\$40.0 million



I-85/Buena Vista Road Interchange \$47.7 million

Cusseta
Interchange:
\$58 million



## 2012 TSPLOST Harris/Muscogee Joint Projects

SR 219:

\$17.7 million



### 2012 TSPLOST Harris/Muscogee Joint Projects

SR1/US 27

Widening:

\$40.0 million



### 2022 Proposed TSPLOST Projects

Project	Cost Estimate
Second Avenue Streetscapes	\$18,200,000
Steam Mill Road Improvements	\$22,500,000
JR Allen @ Schomburg and Blackmon	\$11,300,000
Buena Vista Road Corridor Improvements	\$10,700,000
South Lumpkin Road Streetscapes	\$10,100,000
University Avenue Road Diet/Streetscapes	\$6,000,000
Williams Road Widening	\$18,700,000
Cusseta Road Widening	\$17,600,000
Forrest Road Widening	\$15,400,000
Andrews Road Improvements	\$6,800,000
County Line @ Mehaffey	\$37,450,000

### 2022 Proposed TSPLOST Projects

Project	Cost Estimate
Columbus RiverWalk Repaving	\$12,500,000
Whitesville Road Widening	\$12,800,000
5th Avenue Connector	\$690,000
13th Ave/17th St/Linwood	\$6,650,000
Morris Road Improvements	\$12,000,000
Liberty Theatre Block Enhancements	\$4,000,000
Double Churches Road Improvements	\$12,200,000
Brennan Road Improvements	\$9,200,000
Bull Creek Dragonfly Connector	\$8,400,000
Metra	\$25,000,000
Airport	\$25,000,000
TOTAL:	\$303,190,000

### TSPLOST SUMMARY

- 2012 TSPLOST Investment = \$201,600,000
- ♦ 2022 Proposed TSPLOST Investment = \$303,190,000
- ♦ TOTAL if TSPLOST is approved = \$562,490,000

Paving Fund, OLOST Infrastructure, Federal/State Grants, SPLOSTs and Private Contributions are also leveraged to fund Transportation related projects which are not included in this total.



#### File Attachments for Item:

E. Victim Witness Update - Shelly Hall, Director of Victim Services



### VICTIM WITNESS ASSISTANCE

presented by

# Shelly Hall, Director Chattahoochee Judicial Circuit's DA VWAP



### Crime Victims and Available Services

- Basic Overview
- Crime Victims' Bill of Rights
- Victim Advocate and Services Provided
  - Georgia's Crime Victims Compensation
- Questions



### DISTRICT ATTORNEY and/or SOLICITOR-GENERAL'S OFFICE

- 159 Counties in GA (61 have SG)
- 49 Judicial Circuits in Georgia (soon 50)
- Each Circuit elects a District Attorney
- Circuits vary with number of counties
- District Attorney felony & misdemeanor
- Solicitor-General only misdemeanors & only in Muscogee County





### Crime Victims and Available Services

- Basic Overview
- Crime Victims' Bill of Rights
- Victim Advocate and Services Provided
  - Georgia's Crime Victims Compensation
- Questions

### State of Georgia



### Crime Victims Bill of Rights

O.C.G.A. Title 17, Chapter 17



- Crime Victims Bill of Rights
  - 1995 legislation
  - CV have fundamental right of notification
  - Throughout all phases of the criminal justice system
- Marsy's Law
  - 2019 Constitutional Amendment
  - Enhances prior rights
- Who is a victim? Any individual against whom a crime has allegedly been perpetrated, including crimes alleged as delinquent acts (Juvenile Court)
- What crimes are covered? All crimes against or involving the person (to include felony property crimes)

#### Item #E.

### What are the specific rights?

- Reasonable, accurate, and timely notice of scheduled court proceedings
- Reasonable, accurate, and timely notice of the accused's arrest, release, or escape
- To not be excluded from court proceedings, except as otherwise required by law
- To be heard at scheduled court proceedings involving release, plea, or sentencing of accused
- To file a written objection in any parole proceeding
- To restitution as provided by law
- To proceedings free from unreasonable delay
- To be treated fairly and with dignity by all agents of the criminal justice system
- To confer with the prosecuting attorney in criminal prosecution related to victim
- To file a motion in the criminal case within 20 days of a court proceeding requesting to be heard if the victim properly requested notification and did not receive notification



### Consequences to a Violation:

- If a victim has properly requested notification of court proceedings and they are not given notice of a hearing, they may file a motion within 20 days asking to be heard
- Court will hold a hearing and/or issue an order





### Crime Victims and Available Services

- Basic Overview
- Crime Victims' Bill of Rights
- Victim Advocate and Services Provided
  - Georgia's Crime Victims Compensation
- Questions



### Services & Role of a Victim Advocate:

- Notify & explain all legal proceedings in non-legal terms
- Provide referrals to community resources
- Advise on courtroom decorum, prepare for trial & assist with all needs in order to facilitate V's participation in proceedings (parking, transportation, clothing, etc.)
- Assist with all forms (impact statements, restitution forms, compensation claims, etc.)
- Act as liaison between victim and LE (& prosecutors)
- Offer emotional support (Validate victim's feelings)
- Address all concerns stemming from the victimization

Item #E.

### Newer Programs



- Early Victim Notification Team
- Post Adjudication
- VOCA-funded Therapy
- Crime Victims Compensation Specialist

### Crime Victims Compensation

- State program
- Funded with 0 tax dollars
- Compensates for out-of-pocket costs for innocent victims of violent crime
- Purpose: to assist innocent victims of violent crime with out-of-pocket expenses directly related to eligible victimization
  - Pays outstanding bills or reimburses paid bills
  - Independent investigation to determine eligibility

#### Item #E.

### Stipulations and Eligibility:

- Total Award not to exceed \$25,000
  - (as of July 2022, hospitals will accept as payment in full)
- Payer of Last Resorts
  - (insurance or workman's comp will pay before CVC)
- No money up front
  - Reimbursement or direct payment of outstanding bills
- Eligibility
  - Based on report of crime NOT ON OUTCOME OF PROSECUTION!
  - Crime reported within 72 hours (unless good cause is shown)
  - Victim must be innocent
  - Claim filed within 3 years
  - Claimant must pass CJCC's criminal background check & investigation

- Page 235 -



### May cover expenses:



- Lost Wages OR Loss of Support
   up to \$10,000
- Funeral Expenses \$6,000
- Medical Expenses \$15,000
- Counseling Expenses \$3,000
- Crime Scene Cleanup and Sanitation - \$1,500

#### Item #E.

### Officers' Initiative

- First responder killed/injured in the line of duty as a result of violent crime
- Officer or family members may be eligible for compensation
- Medical Expenses up to \$15,000
- Funeral Expenses up to \$6,000
- Counseling up to \$3,000
- Economic Loss \$10,000
- Crime Scene Sanitization up to \$1,500
- Example: CJCC has replaced an officer's prescription glasses that were broken during a Felony Obstruction
- We urge all victims to open a claim even if their injuries aren't debilitating. A claim stays open until pays out the limit



### Crime Victims and Available Services

- Basic Overview
- Crime Victims' Bill of Rights
- Victim Advocate and Services Provided
  - Georgia's Crime Victims Compensation
- Questions



### Wrap Up/Questions

Shelly Hall, Director
Victim Witness Program
Office of the District Attorney
Chattahoochee Judicial Circuit
PH 706-225-3618

Shall@columbusga.org

#### File Attachments for Item:

**DATE:** September 14, 2021

**TO:** Mayor and Councilors

**FROM:** Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFQs

#### **September 15, 2021**

### <u>Service Contract for Various Types of Engines for METRA (Annual Contract) – RFB No.</u> 22-0001

#### Scope of Bid

The Consolidated Government of Columbus, Georgia is requesting bids to repair/rebuild various types of engines for METRA Transit System. The services will be procured on an as-needed basis.

The contract term shall be for three years.

#### Forklift - RFB No. 22-0008

#### Scope of RFB

The Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) forklift.

#### **September 17, 2021**

#### <u>Inmate Telephone System/Muscogee County Prison (Annual Contract) – RFP No. 22-0003</u>

#### Scope of RFP

The Columbus Consolidated Government (the City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.

#### **September 22, 2021**

#### Pharmaceutical Supply Services (Annual Contract) – RFB No. 22-0011

#### Scope of RFB

The City of Columbus, Georgia is seeking bids from area hospitals interested in providing Pharmaceutical Supply Services for the Columbus Fire and Emergency Medical Services. The City reserves the right to add additional related items during the term of the contract.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods, if agreeable to both parties.

#### **September 24, 2021**

#### Juvenile Drug Court Treatment Providers (Annual Contract) – RFP No. 22-0009

#### Scope of RFP

Columbus Consolidated Government, on behalf of Juvenile Drug Court, is seeking proposals to provide crisis intervention, individual and family counseling, psychological evaluations and inhome counseling services for Drug Court participants. *Offerors may submit proposals to provide either or all areas of treatment.* 

The contract term shall be for two years with the option to renew for three additional twelvemonth periods.

#### October 4, 2021

#### <u>Architectural Services for Feeding the Valley Facility Expansion – RFP No. 22-0004</u>

#### Scope of RFP

Columbus Consolidated Government is requesting proposals from qualified offerors to provide architectural plans and drawings for Feeding the Valley Facility Enhancement. Feeding the Valley is a food bank serving several counties and communities in the River Valley region. The organization is looking to expand by adding an additional facility at its Columbus location in order to meet the growing needs of the food insecure in the area.

This is a Section 3 Covered Contract and Section 3 Business Concerns are encouraged to apply.

#### Columbus Consolidated Government Bid Advertisement - Agenda Item

**DATE:** September 14, 2021

**TO:** Mayor and Councilors

**FROM:** Finance Department

**SUBJECT:** Advertised Bids/RFPs/RFQs

#### **September 15, 2021**

### 1. <u>Service Contract for Various Types of Engines for METRA (Annual Contract) – RFB No. 22-0001</u>

Scope of Bid

The Consolidated Government of Columbus, Georgia is requesting bids to repair/rebuild various types of engines for METRA Transit System. The services will be procured on an as-needed basis.

The contract term shall be for three years.

#### 2. Forklift - RFB No. 22-0008

Scope of RFB

The Columbus Consolidated Government (the City) is seeking bids from qualified vendors to provide one (1) forklift.

#### **September 17, 2021**

### 1. <u>Inmate Telephone System/Muscogee County Prison (Annual Contract) – RFP No. 22-0003</u>

Scope of RFP

The Columbus Consolidated Government (the City) is seeking proposals from qualified vendors to provide a turnkey, fully operational, secure and reliable inmate telephone system designed to improve the management and control of inmate telephone usage in the Muscogee County Prison. Telephone system should include the provision of a mobile for isolation units, and a video visitation system for dorm units.

#### **September 22, 2021**

#### 1. Pharmaceutical Supply Services (Annual Contract) – RFB No. 22-0011

Scope of RFB

The City of Columbus, Georgia is seeking bids from area hospitals interested in providing Pharmaceutical Supply Services for the Columbus Fire and Emergency Medical Services. The City reserves the right to add additional related items during the term of the contract.

The contract period will be for two (2) years with the option to renew for three (3) additional twelve-month periods, if agreeable to both parties.

#### **September 24, 2021**

#### 1. <u>Juvenile Drug Court Treatment Providers (Annual Contract) – RFP No. 22-0009</u> Scope of RFP

Columbus Consolidated Government, on behalf of Juvenile Drug Court, is seeking proposals to provide crisis intervention, individual and family counseling, psychological evaluations and in-home counseling services for Drug Court participants. Offerors may submit proposals to provide either or all areas of treatment.

The contract term shall be for two years with the option to renew for three additional twelve-month periods.

#### October 4, 2021

#### 1. <u>Architectural Services for Feeding the Valley Facility Expansion – RFP No. 22-0004</u> Scope of RFP

Columbus Consolidated Government is requesting proposals from qualified offerors to provide architectural plans and drawings for Feeding the Valley Facility Enhancement. Feeding the Valley is a food bank serving several counties and communities in the River Valley region. The organization is looking to expand by adding an additional facility at its Columbus location in order to meet the growing needs of the food insecure in the area.

This is a Section 3 Covered Contract and Section 3 Business Concerns are encouraged to apply.

#### File Attachments for Item:

1. RESOLUTION - A Resolution cancelling the November 2, 2021 Proclamation Session.

#### RESOLUTION

NO				
A Resolution cancelling the November 2, 2021 Proclamation Session.				
<b>WHEREAS,</b> regular Council meetings shall commence at the time or times as set forth in the rules of procedures by the Council of Columbus, Georgia; and,				
<b>WHEREAS</b> , the Council desires to cancel the November 2, 2021 Proclamation Session; and,				
<b>WHEREAS,</b> in accordance with Section 3-103 of the Charter, the Council may, by majority vote of the Council at least seven days prior to the meeting, cancel a regularly scheduled meeting.				
NOW THEREFORE, THE COUNCIL OF COLUMBUS, GEORGIA HEREBY RESOLVES:				
The November 2, 2021 Proclamation Session is hereby cancelled.				
Introduced at a regular meeting of the Council of Columbus, Georgia held on the 14 <sup>th</sup> day of September, 2021 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 Councilor Tucker	voting			
Councilor Tucker  Councilor Thomas	voting voting			
Councilor Woodson	voting			

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

Clerk of Council

#### File Attachments for Item:

2. RESOLUTION - A Resolution excusing Councilor Judy Thomas from the August 24, 2021 Council Meeting.

#### RESOLUTION

NO				
A Resolution excusing Councilors absence.				
THE COUNCIL OF COLU	MBUS, GEORGI	A, HEREBY RESOLVES:		
		Columbus, Georgia, Councilor Judy Lugust 24, 2021 Council Meeting for		
Personal Business:				
		il of Columbus, Georgia held on the d meeting by the affirmative vote		
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		

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

#### File Attachments for Item:

3. RESOLUTION - A Resolution excusing Councilor Jerry "Pops" Barnes from the August 31, 2021 Council Meeting.

#### RESOLUTION

	NO	
A Resolution excusing Coun	ncilors absence.	
THE COUNCIL OF COLU	MBUS, GEORGIA	A, HEREBY RESOLVES:
		Columbus, Georgia, Councilor Jerry of the August 31, 2021 Council
Personal Business:		
•	_	l of Columbus, Georgia held on the meeting by the affirmative vote
Councilor Allen	voting	
Councilor Barnes	voting	
Councilor Crabb	voting	
Councilor Davis	voting	
Councilor Garrett		
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

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

#### File Attachments for Item:

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

Board of Elections & Registration, September 2, 2021

Board of Tax Assessors, #28-21 and #29-21

Commission on International Relations & Cultural Liaison Encounters (CIRCLE), April 20, June 15 and July 20, 2021

Community Development Advisory Council, December 10, 2020

Development Authority, June 3 and July 1, 2021

Housing Authority of Columbus, June 16, 2021

## BUS, GEO

#### Board of Elections and Registrations

Item #4.

Post Office Box 1340 Columbus, Georgia 31902-1340 "Georgia's First Consolidated Government" (706) 653-4392 Margaret S. Jenkins, Chair Uhland "U. D." Roberts, Vice-Chair Linda Parker Edwin Roldan Diane Scrimpshire

Muscogee County Board of Elections and Registration September 2, 2021 Minutes

The monthly meeting for the Muscogee County Board of Elections and Registration was held Thursday September 2<sup>nd</sup> Chairperson, Margaret Jenkins, called the meeting to order at 2:00 p.m. Members of the Board were present. July 1<sup>st</sup> Board minutes were adopted.

#### **New Business:**

- Voter Registration Report- Delayed
- Confirmation Process 40 day clock begins. For voters receiving confirmation notice, if they do not respond, the voter registration status will be changed to inactive. A response from the voter keeps the record in active status

#### **Old Business:**

- **Precinct Relocation-** Newly located precincts 106 Cornerstone @ Chattahoochee Valley Christ of Christ and 108 Central located 8303 Whitesville Rd. Did a great job with carrying out the June 15<sup>th</sup> special election.
- Looking to permanently move precinct 117 Gentian for future elections.
- Qualifying for 2022 will begin in March

#### **Correspondence:**

• **Koda Purvis-** Open records request for forensic audit of November 3<sup>rd</sup> election. Under advisement of the States attorney to respond to Mr. Purvis of the previous Audit

No further business Chairperson, Margaret Jenkins, adjourned the meeting at 2:41 p.m.

Respectfully Submitted.

Chair





#### Columbus, Georgia, Board of Tax Assessors

#### GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906 Mailing Address: PO Box 1340 Columbus, GA 31902 Telephone (706) 653-4398, 4402 Fax (706) 225-3800

#### **Board Members**

Chester Randolph Chairman Lanitra Sandifer Hicks Assessor Trey Carmack Assessor Todd A. Hammonds Assessor Jayne Govar Vice Chairman

Chief Appraiser
Suzanne Widenhouse

#### **MINUTES #28-21**

<u>CALL TO ORDER</u>: Chairman Chester Randolph, calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, August 16, 2021, at 9:00 AM.

#### PRESENT ARE:

Chairman Chester Randolph
Vice Chairman Jayne Govar
Assessor Lanitra Sandifer Hicks
Assessor Trey Carmack
Deputy Chief Appraiser Glen Thomason
Recording Secretary Katrina Culpepper

<u>APPROVAL OF AGENDA</u>: Assessor Carmack motions to accept Agenda. Vice Chairman Govar seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Carmack motions to accept Minutes #27-21. Assessor Sandifer Hicks seconds and the motion carries.

At 9:06, Administrative Manager Leilani Floyd presents to the Board:

Homestead – Signed and Approved.

At 9:12, Personal Property Manager Stacy Pollard presents to the Board:

Value Adjustments – Signed and Approved.

At 9:24, Commercial Property Manager Tanya Rios presents to the Board:

• A4 Agenda – Signed and Approved.

At 9:35, Residential Property Manager Jeff Milam presents to the Board:

- A4 Agenda Signed and Approved.
- AS Subsequent Agenda #064 031 023 Signed & Approved.
- Value Correction, #190 018 007 & #139 004 005 Signed & Approved.

At 9:52, Deputy Chief Appraiser Glen Thomason presents to the Board:

- Requests for Non-Disclosure Signed & Approved.
- Map Splits –#084 048 010, 084 048 014, & 084 048 015 Signed and Approved.

At 9:57, Chairman Chester Randolph adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Segretary

APPROVED:

MIN# 29-21AUG 23 2021

C. RÁNDOLPH CHAIRMAN \_. ÆANDIFER HICKS ASSESSOR T CARMACK ASSESSOR T.A. HAMMONDS ASSESSOR

J'. G'OVAR VICÉ CHAIRMAN



### Columbus, Georgia, Board of Tax Assessors

### GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906 Mailing Address: PO Box 1340 Columbus, GA 31902 Telephone (706) 653-4398, 4402 Fax (706) 225-3800

**Board Members** 

Chester Randolph Chairman Lanitra Sandifer Hicks Assessor Trey Carmack Assessor Todd A. Hammonds Assessor

Jayne Govar Vice Chairman

Chief Appraiser
Suzanne Widenhouse

### **MINUTES #29-21**

<u>CALL TO ORDER</u>: Chairman Chester Randolph, calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, August 23, 2021, at 9:00 AM.

### PRESENT ARE:

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

<u>APPROVAL OF AGENDA</u>: Assessor Carmack motions to accept Agenda as presented and corrected with year 2020 to 2021. Vice Chairman Govar seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Carmack motions to accept Minutes #28-21. Assessor Hammonds seconds and the motion carries.

At 9:04, Residential Property Manager Jeff Milam presents to the Board:

- A4 Agenda Signed & Approved.
- A2 No Change Appeals Signed & Approved.

At 9:15, Presentation by Development Authority on a proposed personal property bond by Brian Sillito and Rob McKenna. After brief discussion, it was agreed that Attorney Rob McKenna will send rough draft of inducement letter for consideration by the Board next week.

At 9:39, Administrative Manager Leilani Floyd presents to the Board:

Homestead – Signed and Approved.

At 9:41, Chief Deputy Glen Thomason presents for Personal Property division to the Board:

- A4 Agenda Signed and Approved.
- Value Adjustments Signed and Approved.

At 9:47, Chief Appraiser Suzanne Widenhouse presents for Commercial Property division to the Board:

• Error 033 015 011 - Signed & Approved.

At 9:48, Deputy Chief Appraiser Glen Thomason presents to the Board:

• Map Splits -#173 002 004, 173 002 060, 173 002 060A - Signed and Approved.

Assessor Hammonds motions to excuse absence of Assessor Carmack and Chairman Randolph from next weeks BOA meeting. Vice Chairman Govar seconds and the motion carries.

At 10:04, Chairman Chester Randolph adjourns the meeting without any objections.

Suzanne Widenhouse

Chief Appraiser/Secretary

APPROVED:

MIN# 30 - 2 1 AUG 3 0 2021

C. RANDOLPH

absent

CHAIRMAN

.. SANDĪĒR HICKS

ASSESSOR

S T

T. CARMACK ASSESSOR

absent

T.A. HAMMONDS ASSESSOR

J. GOVAR VICE CHAIRMAN



## Commission on International Relations & Cultural Liaison Encounters

### C.I.R.C.L.E. Commissioners

John Jackson Chair

Sarahann Arcila Vice-chair

Eric Spears Treasurer

Harry Underwood Social media Specialist Secretary

Chie Canady

Mary Jean Quiller

Aaron Guest

Akear Mewborn

Samantha Wooden

Merrill Rushin

April 20, 2021

Virtual meeting: Zoom

- Meeting called at 5:18pm.
- Commissioners present: Chie Canady, Eric Spears, Harry Underwood, Merrill Rushin, John Jackson, Sarahann Arcila, and Akear Mewborn, Aaron Guest, Samantha Wooden
- Minutes from last meeting are approved.
- Treasurer's report: Eric has nothing to report.
- Letter from Consul General of Japan:
  - John Jackson presented a letter in response to the Consul General of Japan's letter we received at our last meeting.
  - The commission approved mailing the letter.
- International Friendship Ministries
  - We received a letter from International Friendship Ministries.
     They wrote to touch base and asked how IFM could help
     CIRCLE reaching out residents of the community.
  - CIRCLE currently doesn't have any upcoming programs that could include IFM, but we will keep them in mind as we plan for the future.
- New website demo
  - URL: <a href="https://circlecolumbusga.weebly.com/">https://circlecolumbusga.weebly.com/</a>
  - It's still a work in progress.
  - Suggestions: Adding an image to the header, adding a contact form or a dedicated email address for CIRCLE.
- CSU student and Fullbright program
  - A CSU student is working with Fullbright to do research in Georgia. This student could potentially represent Columbus too for our sister city program.
- Colgay Pride parade
  - Harry Underwood suggested having a table at Colgay Pride in June
- The meeting was cut short due to the Zoom time limit at 5:50pm.
- Next meeting: May 18 at 5:15pm.



## Commission on International Relations & Cultural Liaison Encounters

### C.I.R.C.L.E. Commissioners

John Jackson *Chair* 

Sarahann Arcila Vice-chair

Eric Spears Treasurer

Harry Underwood Social media Specialist Secretary

Chie Canady

Mary Jean Quiller

Aaron Guest

Akear Mewborn

Samantha Wooden

Merrill Rushin

June 15, 2021

Virtual meeting: Zoom

- Meeting called at 5:18pm.
- Commissioners present: John Jackson, Harry Underwood, Chie Canady, Sarahann Arcila, Merril Rushin, Aaron Guest.
- Treasurer's report: Eric has nothing to report.
- Art Kiryū update
  - We received the art from Tammy Brown to send to Kiryū.
  - They plan to display it in Kiryū in September and return it early 2022 to avoid the holiday season.
  - Our contact in Kiryū regarding the art is Tomoko Nakajima with the Kiryū International Relations Assocation.
  - Chie Canady asked if we have the grades and the names for each of our art pieces. John Jackson will follow up with Tammy Brown to check.
- Kennesaw is considering a sister city program and using Columbus as one of their models for how to manage it.
- Vice-chair Sarahann Arcila will step down due to moving out of Columbus soon.
- Meeting adjourned at 5:26pm.
- Next meeting: July 20 at 5:15pm.



## Commission on International Relations & Cultural Liaison Encounters

### C.I.R.C.L.E. Commissioners

John Jackson Chair

Eric Spears Treasurer

Harry Underwood Social media Specialist Secretary

Chie Canady

Mary Jean Quiller

Aaron Guest

Akear Mewborn

Samantha Wooden

Merrill Rushin

July 20, 202 I

Virtual meeting: Zoom

- Attendees: John Jackson, Sarahann Arcilla, Chie Canady, Merrill Rushin, Akear Mewborn, Eric Spears, Sam Wooden, Mary Jean Quiller
- Minutes from June were approved.
- Financial report: no changes.
- Eric Spears and John Jackson discussed meeting at the bank to put John's signature on the CIRCLE account.
- This is Sarahann Arcilla's last meeting.
- Akear Mewborn was interested in taking over social media from Sarahann.
- We discussed creating a new Facebook, since current commissioners don't have all the permissions to change the existing one.
- We discussed cross-posting social media content to Instagram or having the public library work with us to promote it.
- The artwork will be sent to Kiryū soon. We're still expecting them to send us their art in September.
- Meeting adjourned at 5:39pm.
- Next meeting: August 17 at 5:15pm.

# Columbus Consolidated Government Community Development Advisory Council (CDAC) Meeting Minutes December 10, 2020

A virtual meeting via Microsoft Teams of the Community Development Advisory Council (CDAC) held on December 10, 2020 at 3:00 PM.

Members Present: Danny Arencibia, Rev. Joseph Baker, Barbara Chambers, John Partin, Chris

Poirier, Virginia Dickerson, Tamika McKenzie, and Johnson Trawick

Members Absent: Christy Lemieux

Also Present: Community Reinvestment Staff: Brenda Burns, Marilyn Denson, Kevin Garza,

Robert Scott

### **CALL TO ORDER**

Rev. Joseph Baker called the meeting to order at 3:03 PM. Having eight CDAC members present the CDAC board was able to conduct official business.

• CDAC approved meeting minutes from October 8, 2020. The vote moved to motion by John Partin and second by Chris Poirier.

### DISCUSSION

### 1. CDAC Officer Vote

Barbara Chambers was elected as Vice Chair for CDAC. The vote moved to motion by John Partin and second by Virginia Dickerson.

### 2. CDAC Member Status

Marilyn Denson, Community Reinvestment Program Manager provided the CDAC member status with a vacancy of three. Rev. Baker informed that he has drafted a letter to Mayor Henderson concerning CDAC member vacancies.

### 3. CDBG/HOME Summary & Update

Robert Scott, Community Reinvestment Director provided an update for CDBG & HOME funding.

### 4. CDBG & HOME Financial Update

Brenda Burns provided a financial update on CDBG & HOME activities.

### **NEXT MEETING**

The next CDAC meeting TBD.

### **ADJOURNMENT**

The meeting adjourned at 3:39 PM.

## MINUTES OF THE MEETING OF THE DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA June 3 , 2021 Via Zoom

#### **MEMBERS PRESENT:**

Alfred Blackmar, Russ Carreker, Selvin Hollingsworth, Jacki Lowe, Lisa Smith, Chris Wightman

### **MEMBERS ABSENT**:

Heath Schondelmayer

### **ALSO PRESENT:**

Pam Hodge, Sendreka Lakes, Jim Lovett, Jamie Loyd, Rob McKenna, Jerald Mitchell, Joe Sanders, Brian Sillitto, Katherine Kelly, Ron Williams

Russ Carreker, Chairman, noting that a quorum was present and proper notice had been given in accordance with the requirements of Georgia law, called the June 3, 2021 meeting to order.

#### **MINUTES**

Upon motion made by Chris Wightman and seconded by Lisa Smith, the Authority unanimously approved the minutes of the May 6, 2021 meeting attached as Exhibit "A".

### **FINANCIAL REPORT**

Joe Sanders reviewed the revenues and expenses and explained some variances. Year-to-date net income is ahead of budget. The Kysor Warren project bond fees were received. He reported that the proposed budget for next year is being developed and should be ready for presentation at the July meeting **Upon motion made** by Lisa Smith and seconded by Jacki Lowe, the Authority unanimously approved the May 2021 Financial Report attached as Exhibit "B".

### **ECONOMIC DEVELOPMENT REPORT**

- Brian Sillitto reported on global business attraction. He reported that there were 5 leads in May, 6 projects, 11 prospects and 22 suspects. He reviewed the leads and gave updates on the projects. He spoke about the available buildings. He reported on the acquisition of the Ralston Building which will be announced at 10:00 this morning. He reported that Ron Williams from CSU has joined the Healthcare Council and several others will also be joining. Brian Sillitto reported that the results from the Mass Economics session last month have been received by Jerald Mitchell and they are being reviewed for the next directions in economic development. He met with several site selection consultants at the GEDA Spring Workshop. The scope and cost of the Industrial Mobility Study are being finalized with the consultant.
- Sendreka Lakes reported that Josh Beard and she connected with 36 businesses last month. They have found that the service industries are having difficulty getting employees back to work and a Restaurant Industry Town Hall is being planned. She reported the labor participation rate is improving. She spoke about working to develop new ways to recruit talent. She gave an update on the Construction Ready program of Construction Education Foundation of Georgia (CEFGA). She reported that a Resource Expo is being planned for minority businesses. She talked about the companies having to pay premiums to employees to return and stay. Assistance is being given to small businesses to help them get familiar with the process of applying for capital resources.
- Jerald Mitchell reported on the recent pop-up meeting to raise the Chamber profile to the business community so businesses which do not regularly engage with Chamber can learn of our offerings. He spoke about efforts to continue engagement with regional areas. He reported that Joel Wooten has been elected as the chair of the Georgia Ports Authority Board. He reported the following: the Columbus 2025 feasibility study is complete and decision was made to proceed to a broader campaign; American Airlines will have service to an American Airlines will have serv

• Russ Carreker asked Brian Sillitto to give update on the Path-Tec project. He reported that the parking lot and building expansion is still planned. He reported on the options for the remaining MTP funds. Discussion took place. It was decided to bring a proposal to the next meeting of the Authority. Discussion took place about possibility of building a spec building. The remainder of the SPLOST funds is for improvements in MTP. Selvin Hollingsworth suggested getting data from contractors of timeline to put up a building.

### **CITY OF COLUMBUS REPORT**

Pam Hodge reported that the proposed FY 2022 Budget is moving forward and first and second readings will begin next week. The T-SPOST projects have been sent to the Regional Roundtable for consideration. The SPLOST is moving forward for a vote on November 3, 2021. The American Rescue Plan has \$78M total with half this year and half next year. The final guidelines are more restrictive than the CARES ACT and all spending has to be tied to COVID-19 except water, sewer, storm water and broadband spending. The guidelines for spending will be coming soon. She spoke about some of the allowable items. The sales tax has increased 11% this fiscal year compared to last year at this time. The T-SPLOST will be up for vote in 2022.

OLD BUSINESS	o	LD	Bι	JSII	NESS
--------------	---	----	----	------	------

None

### **NEW BUSINESS**

None

### **LEGAL ISSUES**

- Upon motion made by Chris Wightman and seconded by Selvin Hollingsworth, the Authority unanimously approved the amendment to extend the Global Callcenter Solutions Project Agreement. Documents are on file.
- Upon motion made by Chris Wightman and seconded by Selvin Hollingsworth, the Authority unanimously approved the execution of documents to Refinance the Inverness II Project. Documents are on file.
- Upon motion made by Chris Wightman and seconded by Jacki Lowe, the Authority unanimously
  approved the execution of documents to Refinance the Hampton Inn South Project. Documents are
  on file.
- Upon motion made by Jacki Lowe and seconded by Chris Wightman, the Authority unanimously
  approved the Ratification of the request from Alexander Contracting Company pertaining to dirt on
  Benning Technology Park Barrow Area. Documents are on file.
- Upon motion made by Alfred Blackmar and seconded by Chris Wightman, the Authority unanimously to approve the Inducement Resolution for the Stalwart Plastics Project for machinery and equipment purchases. Documents are on file.

### **EXECUTIVE SESSION**

None

### **MEETING ADJOURNED**

Upon motion made by Jacki Lowe and seconded by Selvin Hollingsworth, the Authority meeting was adjourned.

	By:		
Approved by	Jacki W. Lowe, Secretary		
Approved by:			
Russell D. Carreker, Chair			

NOTE: These minutes were approved at the July 1, 20.

## MINUTES OF THE MEETING OF THE DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA July 1, 2021 Via Zoom

### **MEMBERS PRESENT:**

Russ Carreker, Selvin Hollingsworth, Lisa Smith, Chris Wightman

#### MEMBERS ABSENT:

Alfred Blackmar, Jacki Lowe, Heath Schondelmayer

#### **ALSO PRESENT:**

Ben Adams, Josh Beard, Austin Gibson, Pam Hodge, Tom Horn, Sendreka Lakes, Rob McKenna, Jerald Mitchell, Luke Paul, Joe Sanders, Brian Sillitto, Katherine Kelly

Russ Carreker, Chairman, noting that a quorum was present and proper notice had been given in accordance with the requirements of Georgia law, called the July 1, 2021 meeting to order.

### **MINUTES**

Upon motion made by Lisa Smith and seconded by Chris Wightman, the Authority unanimously approved the minutes of the June 3, 2021 meeting attached as Exhibit "A".

### FINANCIAL REPORT

Joe Sanders reviewed the revenues and expenses and explained some variances. Year-to-date net income is ahead of budget. Joe Sanders answered some questions. The audit is scheduled to begin in July. **Upon motion made by Selvin Hollingsworth and seconded by Lisa Smith, the Authority unanimously approved the June 2021 Financial Report attached as Exhibit "B".** Russ Carreker asked members to review the proposed budget for FY 2021-2022 which will be on the August agenda.

### **ECONOMIC DEVELOPMENT REPORT**

- Jerald Mitchell reported on two recent visits. Clifford Pyron, the Chief Commercial Office of the Georgia Ports Authority visited to learn more about Columbus. Information was shared about making sure prospective companies would be able to move products and how pandemic has affected the ability to import/export products and delays. Pat Wilson, Commissioner of Georgia Department of Economic Development, and Brittany Young visited to learn more about Columbus. Discussion took place about efforts in workforce development and expanding efforts in site development. Brian Sillitto reported on take away about large sites. Project activity is being driven by expected electric vehicles production. They also spoke about effects of COVID-19. Brian Sillitto reported on a proposal from the Property Committee. Upon motion made by Lisa Smith and seconded by Chris Wightman, the Authority unanimously approved allocating the remaining \$400,000 in the SPLOST and an additional \$265,000 from Authority funds for grating MTP Parcel 5.
- He reported that there were 6 leads in June with 2 of them from the State, 5 projects, 15 prospects and 16 suspects. He reported the Osceola Court building is going on the market. He gave an update on Project Diego.

### CITY OF COLUMBUS REPORT

Pam Hodge reported that the State has contacted the City about expanding food banks throughout the State. One requirement would be that the land be owned by probably the Development Authority. She will bring information as project develops. There would be no cost to the City of the Authority. All proposed projects for the T-SPLOST have been forwarded. The projects submitted from our 16-county region totaled \$1.4B and T-SPLOST funds available are about \$400M. The SPLOST will be on the November 2 ballot and includes \$9M for economic development of infrastructure and site development in MTP and South Columbus redevelopment. She spoke about the judicial center and government center proposals.

**OLD BUSINESS** 

Done earlier

Item #4.

**NEW BUSINESS** 

None

**LEGAL ISSUES** 

None

**EXECUTIVE SESSION** 

None

MEETING ADJOURNED

Upon motion made by Selvin Hollingsworth and seconded by Lisa Smith, the Authority meeting was

adjourned.

By:

Brian Sillitto, Assistant Secretary

Approved by:

Russell D. Carreker, Chair

AUG 2 5 2021

6528

### THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

**Regular Meeting** 

June 16, 2021 9:00 AM Columbus, Georgia

### Meeting was Held by Both Telephone Conferencing and In-Person Due to the COVID-19 Virus

The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.

Chairman Cardin called the meeting to order and on roll call the following Commissioners answered present:

Ed Burdeshaw Jeanella Pendleton Tiffani Stacy John Sheftall

In attendance from the Housing Authority staff was Lisa Walters, Chief Executive Officer, Sabrina Richards, Chief of Property Management, John Casteel, Chief Assisted Housing Officer, Sheila Crisp, Chief Financial Officer, Laura Johnson, Chief Real Estate Officer, Carla Godwin, MTW Coordinator and Resident Services Administrator, Amy Bergman, Executive Assistant, and Attorney Jim Clark.

### **ADOPTION OF AGENDA:**

Chairman Cardin called for approval of the agenda.

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Stacy. Motion carried.

### APPROVAL OF THE MAY 19, 2021, BOARD MEETING MINUTES:

Chairman Cardin called for a motion to approve the minutes of the May 19, 2021, Board meeting.

Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Stacy. The motion carried.

### **CHARGE-OFF OF RESIDENT ACCOUNT BALANCES:**

The following Resolution was introduced and duly considered:

### **RESOLUTION NO. 3386**

A RESOLUTION AUTHORIZING THE CHARGE-OFF OF RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S HOUSING DEVELOPMENTS FOR THE MONTH ENDING MAY 31, 2021

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Stacy. Motion carried.

## APPROVAL FOR NATIONAL FACILITY CONSULTANTS, INC. TO CONDUCT AN ENERGY AUDIT AND UTILITY ALLOWANCE STUDY:

Sabrina Richards stated that once every five years the Housing Authority of Columbus, Georgia disseminates a Request for Proposal for an Energy Audit & Utility Allowance Studies for Public Housing and Section 8 for the Housing Authority of Columbus, Georgia, and its Affiliates.

HACG advertised in the Columbus Ledger-Enquirer on April 24-26, 2021, and May 1-3, 2021, as well as posted the RFP on our website. The deadline for proposals was May 7, 2021. A total of two (2) proposals were received from:

- 1. Bureau Veritas Technical Assessments, LLC (Owings Mills, MD)
- 2. National Facility Consultants, Inc. (Marietta, GA)

A 4-four-person committee evaluated the two bid packets submitted and based upon the evaluation criteria. HACG staff recommended that the Board of Commissioners approve National Facility Consultants, Inc. (NFC) to conduct the Energy Audit and Utility Allowance Studies.

Motion for approval was made by Commissioner Stacy, seconded by Commissioner Pendleton. Motion carried.

### REVISION TO THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN:

The following Resolution was introduced and duly considered:

### **RESOLUTION NO. 3387**

### A RESOLUTION APPROVING A REVISION TO THE HOUSING CHOICE VOUCHER ADMINISTRATIVE PLAN

The Administrative plan is a written policy that states the way in which The Housing Authority of Columbus, Ga will operate its Housing Choice Voucher Program (Section 8). The purpose of the revision to the Administrative Plan is to establish preferences for the project-based voucher waiting list for Chase Homes/Mill Village and to establish policies for the Emergency Housing Voucher program. The changes are:

On page B-5 the revision establishes waiting list preferences for the Mill Village/Chase Homes redevelopment. In Appendix J, emergency housing vouchers are being added to the Administrative Plan to establish policies concerning the special purpose vouchers issued by HUD to assist in reducing homelessness and provide for services.

Motion for approval was made by Commissioner Stacy, seconded by Commissioner Sheftall. Motion carried.

### APPROVAL TO RATIFY EXISTING GEORGIA POWER COMPANY UTILITY EASEMENT:

On May 20, 2020, the HACG Board of Commissioners approved an easement with Georgia Power for the property located at 2971 Buena Vista Road (Willow Glen Apartments) via Resolution #3357. The easement is in conjunction with the Buena Vista Road Spiderweb Road project which will construct a 4-lane bridge over the railroad tracks on Buena Vista Road.

On May 21, 2021, HACG received a request from Georgia Power to amend the existing easement agreement due to a change in the design of the project.

Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Burdeshaw. Motion carried.

### **REPORT FROM THE GOVERNANCE COMMITTEE:**

Commissioner Pendleton stated that the committee meet on June 11<sup>th</sup> to discuss the performance review for Lisa Walters. She stated that the evaluation was on track to meet the timeline established last year. Mr. Cardin will meet with Mrs. Walters before the end of the month to review the evaluation and her goals for 2021-2022.

### **REPORT FROM THE AUDIT AND FINANCE COMMITTEE:**

Lisa Walters provided the report from the Audit and Finance Committee in Commissioner Greenman's absence. She stated that Commissioner Greenman had reservations about the approval of the negative budget. Instead of bringing the budget back before the Board, Mrs. Walters and Mrs. Crisp proposed cost cutting measures to include delaying the warehouse repairs and hiring only one Community

Resource Coordinator instead of the two originally discussed. The budget will be reviewed after six months and budget revisions could be discussed at that time if needed.

### **REPORT FROM THE REAL ESTATE COMMITTEE:**

Commissioner Burdeshaw, Chair of the Real Estate Committee said that FEMA provided their first round of comments regarding Warren Williams and a meeting with FEMA, HACG and the city will be scheduled to discuss the comments.

Commissioner Burdeshaw announced that HACG closed on the Mill Village property.

### **PUBLIC SAFETY TASK FORCE:**

Commissioner Stacy said that there has been issues at Canty with children fighting and shooting fireworks at people, homes, and vehicles. This is something she will discuss in the next Public Safety Task Force meeting.

### **EXECUTIVE DIRECTOR'S REPORT:**

Mrs. Walters stated that a Board meeting was not needed in July. Commissioner Burdeshaw motion to not hold a Board meeting in July, Commissioner Sheftall seconded the motion. The next Board meeting will be held in August unless something is needed before that time.

Mrs. Walters reported that HACG has a 98% lease up rate for all developments including the remote properties. She also noted that Section 8 voucher utilization was at 84% or 3,267 vouchers. HACG has 143 families with vouchers searching for housing.

Mrs. Walters provided the three names that are being considered for the new Chase Homes development; Mill Village Apartments, Riverwalk Apartments, and The Banks at Mill Village.

Mrs. Walters reported that the MTW 2022 plan was approved by HUD.

Mrs. Walters discussed the \$200,000 donation requested for the Dragonfly Trail expansion. She stated that if the commissioners were interested in making this donation that she would like the money to come out of the current budget. Mr.

Clark stated that since the trail would enhance HACG apartments and benefit the residents that we could make the donation if we wanted to. The commissioners discussed the advantage of the trail. Commissioner Sheftall motioned to approve the donation of \$200,000 and Commissioner Stacy seconded the motion. All were in favor and the motion carried.

### **EXECUTIVE SESSION:**

An Executive Session was held to discuss real estate matters as provided by O.C.G.A. section 50-14-3(4). Commissioner Stacy motioned to close the Board meeting so the Executive Session could be entered. Commissioner Pendleton seconded the motion. Executive session was then entered.

Commissioner Stacy motion to close the Executive Session and Commissioner Sheftall seconded the motion. Executive Session was closed.

### ADJOURN:

There being no further business, a motion to adjourn was made by Commission Burdeshaw and seconded by Commissioner Stacy. The motion carried and meeting was adjourned.

R. Larry Cardin

Chairman

Lisa L. Walters, CPM Secretary-Treasurer

### **File Attachments for Item:**

RESOLUTION - A Resolution excusing Councilor R. Walker Garrett from the September 14, 2021 Council Meeting.

### RESOLUTION

	NO	
A Resolution excusing Co	uncilors absence.	
THE COUNCIL OF COL	UMBUS, GEORG	IA, HEREBY RESOLVES:
	d from attendance	of Columbus, Georgia, Councilor R. of the September 14, 2021 Council
Personal Business:		
	nd adopted at sa	cil of Columbus, Georgia held on the id meeting by the affirmative vote
Councilor Allen	voting	_
Councilor Barnes	voting	
Councilor Crabb	voting	
Councilor Davis	voting	
Councilor Garrett	voting	
Councilor House	voting	
Councilor Huff	voting	_
<b>Councilor Thomas</b>	voting	_
Councilor Tucker	voting	_
Councilor Woodson	voting	_
Sandra T Davis Clerk of Council		B. H. "Skip" Henderson, III Mayor

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

### File Attachments for Item:

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

### **CONVENTION & VISITORS BOARD OF COMMISSIONERS:**

**Marianne Richter** 

(Mayor's Appointment)

**Restaurant / Retail Industry** 

Not Eligible to succeed

Term Expires: December 31, 2021

These are four-year terms. Board meets monthly.

Women: 5

**Senatorial District 15:** 3

**Senatorial District 29: 8** 

### **B. HOUSING AUTHORITY OF COLUMBUS:**

**Tiffani Stacy** 

(Mayor's Appointment)

(Resident Member)

Eligible to succeed

Term Expires: November 16, 2021

late Charles Alexander

(Mayor's Appointment)

Term Expires:

April 30, 2023

These are five-year terms. Board meets monthly.

Women: 2

**Senatorial District 15:** 4

Senatorial District 29: 2

### **COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:**

**BOARD OF FAMILY & CHILDREN SERVICES:** Pastor Johnny Flakes, III was nominated to fill the unexpired term of Mrs. Charonda Huff to serve in the "Leaders within the faith-based community (active or retired)" category. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2022

**BOARD OF WATER COMMISSIONERS:** Ret. Colonel Clint W. Cox was nominated to fill the unexpired term of Mr. Sanders Griffith, III. (Councilor Thomas' nominee) Term expires: December 31, 2022 Note: (Ms. Sharon Bunn withdrew from consideration to serve on this board.)

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

### **YOUTH ADVISORY COUNCIL:**

District 6 Nominee: Zachariah Bowman

District 10 Nominee: <u>Emily Rice</u>

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

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

### **Shannon Smallman**

**Open for Nominations** 

Resigned

(Council's Appointment)

Term Expires: January 31, 2023

The board Chairperson Cathy Williams is recommending Fran Carpenter.

This is a three-year term. Meets monthly.

Women: 5

Senatorial District 15: 10

Senatorial District 29: 1

### **HOSPITAL AUTHORITY OF COLUMBUS:**

**Ernest Smallman** 

**Open for Nominations** 

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2021

### Mike Welch

### **Open for Nominations**

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2021

### **Dr. John Kingsbury**

**Open for Nominations** 

Eligible to succeed

(Council's Nomination)

Term Expires: November 14, 2020

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

The terms are three years. Board meets monthly.

Women: 4

**Senatorial District 15: 7** 

Senatorial District 29: 2

### **KEEP COLUMBUS BEAUTIFUL COMMISSION:**

**David Goldberg** 

**Open for Nominations** 

Moving out of county

(Council's Appointment)

At-Large Member

Term Expired: June 30, 2021

**Arsburn "Oz" Roberts** 

**Open for Nominations** 

### At-Large Member

(Council's Appointment)

Not Eligible to succeed

Term Expired: June 30, 2021

Dr. William Kendall

At-Large Member

Not Eligible to succeed

Term Expired: June 30, 2021

**Open for Nominations** 

(Council's Appointment)

Fran Fluker

At-Large Member

Not Eligible to succeed

Term Expired: June 30, 2021

**Open for Nominations** 

(Council's Appointment)

**Orlean Baulkmon** 

At-Large Member

Not Eligible to succeed

Term Expired: June 30, 2021

**Open for Nominations** 

(Council's Appointment)

**Larry Derby** 

At-Large Member

Did not desire reappointment

Term Expired: June 30, 2020

**Open for Nominations** 

(Council's Appointment)

Councilor Thomas is nominating Mr. William R. Bandy to succeed Mr. Larry Derby.

The terms are two-years. Meets every even month.

### **MEDICAL CENTER HOSPITAL AUTHORITY OF COLUMBUS:**

**Brenda DeRamus** Open for Nominations

Eligible to succeed (Council's Nomination)

Term Expires: December 31, 2021

**Susan McWhirter** Open for Nominations

Eligible to succeed (Council's Nomination)

Term Expires: December 31, 2021

**John Hargrove** Open for Nominations

Eligible to succeed (Council's Nomination)

Term Expires: December 31, 2021

<u>James Crosse</u> Open for Nominations

Does not desire reappointment (Council's Nomination)

Term Expires: December 31, 2021

\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.

Councilor Thomas is nominating for the seat of Brenda DeRamus: Ms. Brenda DeRamus, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of Susan McWhirter: Ms. Susan McWhirter, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of John Hargrove: Mr. John Hargrove, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of James Crosse: Ms. Alpna Arora, Mr. Murray Solomon and Mr. Tracy L. Sayers.

The terms are five years. Board meets quarterly.

### Women: 2

**Senatorial District 15: 7** 

Senatorial District 29: 2

### **TREE BOARD:**

### **Frank Tommey**

**Open for Nominations** 

*Not Eligible to succeed* 

(Council's Appointment)

Residential Development Member

Term Expired: December 31, 2020

**Troy Keller** 

**Open for Nominations** 

Not Eligible to succeed

(Council's Appointment)

### **Educator Member**

Term Expired: December 31, 2020

This is a four-year term. Meets as needed.

Women: 6

**Senatorial District 15: 4** 

**Senatorial District 29: 7** 

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

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

### A. <u>CONVENTION & VISITORS BOARD OF COMMISSIONERS:</u>

**Marianne Richter** 

(Mayor's Appointment)

**Restaurant / Retail Industry** 

Not Eligible to succeed

Term Expires: December 31, 2021

These are four-year terms. Board meets monthly.

Women: 5

**Senatorial District 15:** 3 **Senatorial District 29:** 8

### **B. HOUSING AUTHORITY OF COLUMBUS:**

<u>Tiffani Stacy</u>

(Mayor's Appointment)

(Resident Member) *Eligible to succeed* 

Term Expires: November 16, 2021

**late Charles Alexander** 

(Mayor's Appointment)

Term Expires: April 30, 2023

These are five-year terms. Board meets monthly.

Women: 2

**Senatorial District 15:** 4 **Senatorial District 29:** 2

### 6. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

- **A. BOARD OF FAMILY & CHILDREN SERVICES:** Pastor Johnny Flakes, III was nominated to fill the unexpired term of Mrs. Charonda Huff to serve in the "Leaders within the faith-based community (active or retired)" category. (Mayor Pro Tem Allen's nominee) Term expires: June 30, 2022
- B. BOARD OF WATER COMMISSIONERS: Ret. Colonel Clint W. Cox was nominated to fill the unexpired term of Mr. Sanders Griffith, III. (Councilor Thomas' nominee) Term expires: December 31, 2022 Note: (Ms. Sharon Bunn withdrew from consideration to serve on this board.)
- 7. <u>COUNCIL'S DISTRICT SEAT APPOINTMENT- ANY NOMINATIONS MAY BE CONFIRMED FOR THIS MEETING:</u>
  - A. YOUTH ADVISORY COUNCIL:

District 6 Nominee: Zachariah Bowman

District 10 Nominee: Emily Rice

- 8. <u>COUNCIL'S APPOINTMENTS- ANY NOMINATIONS WOULD BE LISTED FOR</u> THE NEXT MEETING:
  - A. HISTORIC & ARCHITECTURAL REVIEW BOARD:

**Shannon Smallman** 

Open for Nominations (Council's Appointment)

Resigned

Term Expires: January 31, 2023

The board Chairperson Cathy Williams is recommending Fran Carpenter.

This is a three-year term. Meets monthly.

Women: 5

**Senatorial District 15:** 10 **Senatorial District 29:** 1

### **B. HOSPITAL AUTHORITY OF COLUMBUS:**

**Ernest Smallman** Open for Nominations Eligible to succeed (Council's Nomination)

Term Expires: November 14, 2021

Mike WelchOpen for NominationsEligible to succeed(Council's Nomination)

Term Expires: November 14, 2021

**Dr. John Kingsbury**Open for NominationsEligible to succeed(Council's Nomination)

Term Expires: November 14, 2020

\*The Council submits three (3) nominees to the Hospital Authority for each seat and the Hospital Authority selects the successor for Council's confirmation.

The terms are three years. Board meets monthly.

Women: 4

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

### C. <u>KEEP COLUMBUS BEAUTIFUL COMMISSION:</u>

**David Goldberg** Open for Nominations

Moving out of county (Council's Appointment)

**At-Large Member** 

Term Expired: June 30, 2021

Arsburn "Oz" RobertsOpen for NominationsAt-Large Member(Council's Appointment)

<u>Not</u> Eligible to succeed Term Expired: June 30, 2021 Dr. William Kendall

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

Fran Fluker

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

Orlean Baulkmon

**At-Large Member** 

Not Eligible to succeed

Term Expired: June 30, 2021

Open for Nominations

(Council's Appointment)

**Larry Derby** 

**At-Large Member** 

Did not desire reappointment Term Expired: June 30, 2020 Open for Nominations

(Council's Appointment)

Councilor Thomas is nominating Mr. William R. Bandy to succeed Mr. Larry Derby.

The terms are two-years. Meets every even month.

### D. MEDICAL CENTER HOSPITAL AUTHORITY OF COLUMBUS:

Brenda DeRamus
Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations

(Council's Nomination)

Susan McWhirter

Eligible to succeed

Term Expires: December 31, 2021

Open for Nominations

(Council's Nomination)

John Hargrove

Eligible to succeed

Open for Nominations

(Council's Nomination)

Term Expires: December 31, 2021

**James Crosse** 

Does not desire reappointment

Term Expires: December 31, 2021

Open for Nominations (Council's Nomination)

\*The Council submits three (3) nominees to the Medical Center Hospital Authority for each seat and the Medical Center Hospital Authority selects the successor for Council's confirmation.

Councilor Thomas is nominating for the seat of Brenda DeRamus: Ms. Brenda DeRamus, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of Susan McWhirter: Ms. Susan McWhirter, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of John Hargrove: Mr. John Hargrove, Mr. Murray Solomon and Mr. Tracy L. Sayers.

Councilor Thomas is nominating for the seat of James Crosse: Ms. Alpna Arora, Mr. Murray Solomon and Mr. Tracy L. Sayers.

The terms are five years. Board meets quarterly.

Women: 2

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

### E. TREE BOARD:

Frank Tommey

Not Eligible to succeed

**Residential Development Member** Term Expired: December 31, 2020 Open for Nominations

(Council's Appointment)

**Troy Keller** 

Not Eligible to succeed

**Educator Member** 

Term Expired: December 31, 2020

Open for Nominations (Council's Appointment)

This is a four-year term. Meets as needed.

Women: 6

**Senatorial District 15:** 4 **Senatorial District 29:** 7