Council Members						
Jerry 'Pops' Barnes	John M. House	R. Walker Garrett	Judy W. Thomas			
Glenn Davis	Bruce Huff	Valerie A. Thompson	Evelyn 'Mimi' Woodson			
	Clerk of Council Sandra T. Davis					
	Jerry 'Pops' Barnes	Jerry 'Pops' Barnes Glenn Davis John M. House Bruce Huff Clerk of Council	Jerry 'Pops' Barnes Glenn Davis John M. House R. Walker Garrett Bruce Huff Valerie A. Thompson Clerk of Council			



Council Chambers Second Floor of City Services Center 3111 Citizens Way, Columbus, GA 31906 March 24, 2020 5:30 PM Regular Meeting

MAYOR'S AGENDA

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

<u>INVOCATION</u>: Offered by Councilor Valerie A. Thompson.

<u>PLEDGE OF ALLEGIANCE</u>: Led by Mayor Henderson.

MINUTES:

<u>1.</u> Approval of minutes for the March 10, 2020 Council Meeting.

UPDATE:

2. An update on COVID-19.

CITY ATTORNEY'S AGENDA

ORDINANCES

- **1. 2nd Reading REZN-01-20-1016:** An ordinance rezoning approximately 0.21 acres of land located at 401 35th Street. The current zoning is RO (Residential Office) zoning district. The proposed zoning is RMF1 (Residential Multifamily 1) zoning district. The proposed use is Residential. The Planning Advisory Commission and the Planning Department recommend **approval**. The Applicant is NeighborWorks Columbus. (Councilor Garrett)
- **<u>2.</u> 1st Reading -** Declaration of Local Emergency (Request of Mayor Henderson)
- 3. 1st Reading An ordinance to amend the Columbus, Georgia Pension Plan for General Government Employees, and the Columbus, Georgia Pension Plan for Public Safety Employees; and for other purposes. (Request of Pension Board of Trustees)

CITY MANAGER'S AGENDA

1. Substantial Amendment to the HUD Program Year 2017/City's FY 2018 Annual Action Plan & the HUD Program Year 2019/City's FY 2020 Annual Action Plan

Approval is requested for the filing of substantial amendments to the HUD Program Year 2017/City's FY 2018 Annual Action Plan & the HUD Program Year 2019/City's FY 2020 Annual Action Plan. The Annual Action Plan is part of the Consolidated Planning process, in which the City of Columbus assesses its affordable housing and community development needs and market conditions, and makes data-driven, place-based investment decisions.

<u>2.</u> Dragonfly Connection – MLK Jr. Blvd and 10th Ave. to the Riverwalk

Approval is requested to authorize the next Columbus Dragonfly Trails connector that will connect Martin Luther King Jr. Blvd. at 10th Ave. to the Riverwalk.

<u>3.</u> FIRE & EMS – FY20 Other Local Option Sales Tax Reallocation

Approval is requested to reallocate \$45,050 of the FY20 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from Personal Protective Equipment (Turn out gear), Telephone (wireless service for emergency apparatus) and Software Lease (Staffing software) project to purchase an Emergency Outdoor Warning Siren destroyed from the tornado March 2019.

<u>4.</u> Central of Georgia Railroad Agreement – TIA Project No: 0011436 (Spiderweb)

Approval is requested to enter into an agreement with the Central of Georgia Railroad to ensure the coordination of construction activities while protecting the railroad line from any potential damage. The City shall reimburse the Central of Georgia Railroad for costs associated with the maintenance, engineering, safety, and construction related to this agreement for a total of \$1,787,737. All work under this agreement shall be performed by the Central of Georgia Railroad.

5. Project Framework Agreement (PFA) for the Construction of Military Drive from Infantry Road to Hampton Inn

Approval is requested to enter into a Project Framework Agreement with the Georgia Department of Transportation to begin preliminary engineering for the Military Road Project. Funding for the project will consist of \$1,120,000 in federal Z905 funds; \$1,160,000 in state HB170 funds; and \$280,000 in local match funds for a total cost of \$2,560,000.

6. 2020 Homeland Security Grant Program

Approval is requested to accept a grant of \$92,673.00 or as otherwise awarded, from the 2020 Homeland Security Grant Program and amend the Multi-Governmental Fund by like amount. These funds will be utilized for the maintenance of equipment received as part of the West Central Georgia Search and Rescue (GSAR) Team.

7. <u>PURCHASES</u>

- <u>A.</u> Security Cameras and Accessories For Metra Buses
- B. Annual Adobe Licensing Subscription Renewal And Purchase Of Additional Adobe Programs
- C. Public Employee Retirement System Pension and Benefit Trust ("The Pension Fund") Investment Consultant Services (Annual Contract)
- D. Pavement Marking Services
- E. Aerial and Ground Ladder Inspection & Testing Services (Annual Contract) RFB NO. 20-0050

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

<u>A.</u> Elections & Registration Update - Nancy Boren, Elections & Registration Director

BID ADVERTISEMENT

March 25, 2020

1. <u>Tree Removal & Stump Grinding/Removal Services (Re-Bid) (Annual Contract) – RFB</u> <u>No. 20-0051</u> Scope of Bid Provide Columbus Consolidated Government with professional services on as "as needed basis" for the following options: Option 1) Remove trees (and all related debris) throughout the City on an "as needed" basis. Option 2) Provide stump grinding/removal services throughout the City on an "as needed" basis.

Vendors may bid on either or both options.

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

2. <u>Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 20-0053</u>

Scope of Bid

Provide dumpsters/roll off containers on a rental basis, to include servicing the equipment as needed. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

<u>April 1, 2020</u>

1. <u>Transit Enhancements (Annual Contract) – RFB No. 20-0049</u> <u>Scope of Bid</u>

Provide transit enhancement items to METRA Transit System on an "as needed" basis. The items include mesh trash receptacles; benches with and without backs; jumbo horizontal message centers; and single-face info centers.

The contract term will be three (3) years.

2. Lot Clearing Services III (Annual Contract) – RFB No. 20-0055

Scope of Bid

Provide services for annual clearing of vacant or unoccupied lots, including cutting and removing grass, weeds, undergrowth and other vegetation, and removing any/all solid waste for the Department of Inspections and Code. Due to the number of upcoming projects, the City has identified the need to contract with additional vendors to provide the requested services.

This tertiary contract will run concurrently with Lot Clearing Services RFB No. 18-0029 (the Prime Contract), which initiated on March 12, 2018, for two (2) years with the option to renew for three (3) additional twelve-month periods.

3. <u>Veterinary Services (Annual Contract) – RFB No. 20-0056</u> <u>Scope of RFB</u>

Provide veterinarian services for the Columbus Animal Care and Control Center (ACCC) under the Public Works Department. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

April 3, 2020

1. <u>Parking Lot Control Equipment for Bay Avenue Garage and 9th Street Lot</u> <u>Scope of RFP</u>

Columbus Consolidated Government (the City) invites qualified vendors to submit proposals to furnish and install a complete parking lot control system for the Bay Avenue Parking Garage and 9th Street Parking Lot.

April 8, 2020

1. <u>Heavy-Duty Mobile Bus Lift Systems (Annual Contract) – RFB No. 20-0057</u> Scope of Bid

Provide heavy duty mobile bus lift systems to the METRA Transit System of Columbus Consolidated Government (the City). Each set shall consist of a set of four (4) columns, including one (1) master and three (3) secondaries. The proposed system shall be able to raise cars, trucks, or buses for the purpose of inspection, service, or maintenance. They systems will be procured on an "as needed" basis.

The contract term will be three (3) years.

2. <u>Maintenance Services for Security Locking System/Door Hinges (Annual Contract) –</u> <u>RFB No. 20-0058</u>

Provide preventive maintenance and repair service for security locking systems/door hinges at the Muscogee County Jail. The services shall be performed at both towers, the Jail Annex and the Jail Administration areas; *the old 1939 Jail will not be included in this contract*. Maintenance shall include semi-annual service trips and repair services shall be on an "as needed" basis, including emergencies.

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

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1. **<u>RESOLUTION:</u>** A Resolution to cancel the March 31, 2020 Consent Agenda/ Work Session and the April 7, 2020 monthly Proclamation Session of the Council of Columbus, Georgia.
- 2. **<u>FINANCE REPORT RESOLUTION:</u>** A resolution receiving the report of the Director of Finance concerning certain alcoholic beverage licenses for the month of February 2020 and approving the same.

<u>3. Minutes of the following boards:</u>

Board of Election and Registration, January 16, 2020. Board of Tax Assessors, #07-20 & #08-20. Housing Authority, January 15, 2020.

BOARD APPOINTMENTS - ACTION REQUESTED

4. <u>COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:</u>

A. <u>BOARD OF HISTORIC & ARCHITECTURAL REVIEW</u>: Ms. Emily Flournoy was nominated to succeed Mr. Tyler Allen as the Uptown Business Association Representative. *(Councilor Thomas' nominee)* New Term expires: January 31, 2023.

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

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

<u>Angela Wagenti</u> <u>Not</u> Eligible to succeed Term Expires: March 27, 2020

(Council District 2- Davis)

Valerie Thompson

(Council District 4- Thompson)

<u>Not</u> Eligible to succeed Term Expires: March 27, 2020

<u>L. K. Pendleton</u>- Does not desire reappointment *Eligible to succeed* Term Expires: March 27, 2020

(Council District 9- Thomas)

(Council District 7- Woodson)

<u>Michael Porter</u> <u>Not</u> Eligible to succeed Term Expires: March 27, 2020

Council appointments serve two-year terms. Board meets four-times annually.

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

A. ANIMAL CONTROL ADVISORY BOARD:

Carol Bassett

Resigned Term Expires: October 15, 2020 Open for Nominations (Council's Appointment)

These are two-year term. Board meets as needed.

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.

COUNCIL OF COLUMBUS, GEORGIA

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

Council Chambers Second Floor of City Services Center 311 Citizens Way, Columbus, GA 31906 March 10, 2020 9:00 AM Regular Meeting

MAYOR'S AGENDA

PRESENT: Mayor B. H. "Skip" Henderson, III and Mayor Pro Tem R. Gary Allen and Councilors Jerry 'Pops' Barnes, Charmaine Crabb, Glenn Davis (arrived at 9:10 a.m.), R. Walker Garrett (arrived at 9:03 a.m.), John M. House, Bruce Huff (arrived at 9:11 a.m.), Judy W. Thomas, Valerie A. Thompson and Evelyn 'Mimi' Woodson (arrived at 9:03 a.m.). City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis and Deputy Clerk of Council Lindsey McLemore.

The following documents were distributed around the Council table: (1) Public Safety Advisory Commission – Consolidation of Marshal's Office with the Sheriff's Office Brochure; (2) Criminal Justice Reform Summit Information; (3) Integrated Healthcare- A Collaborative Partnership Packet; (4) Liberty Theatre Operations & Programming Presentation; (5) Dragonfly Trails Update Presentation; (6) Monthly Financial Snapshot (Unaudited) FY2020- February 2020; (7) Streets Division- Asphalt Repair and Vendor Information Presentation; (8) Request from Richard L. Gilbert and Property Assessment for 1919 Garrard Street, Lot 7, Columbus, GA 31906.

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

INVOCATION: Offered by Pastor Maurice Mickles- Greater Beulah Baptist Church.

PLEDGE OF ALLEGIANCE: Led by students from Mrs. Doerr's Kindergarten Class.

MINUTES

1. Approval of minutes for the February 25, 2020 Council Meeting and February 11, 2020 Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Barnes and carried unanimously by the eight members present, with Councilors Davis and Huff being absent for the vote.

UPDATE:

2. An update on COVID-19.

<u>Mayor B. H. 'Skip' Henderson</u> gave a verbal update on COVID-19 and the resources available for citizens to get up-to-date information.

PUBLIC AGENDA:

Ms. Gloria Strode, representing United States Census Bureau, Re: 2020 Census- April 1, 2020. (<u>NOTE:</u> This item was called up as the next order of business as listed on the Public Agenda as Item 8).

CITY ATTORNEY'S AGENDA

ORDINANCES

1. 1st Reading - REZN-01-20-1016: An ordinance rezoning approximately 0.21 acres of land located at 401 35th Street. The current zoning is RO (Residential Office) zoning district. The proposed zoning is RMF1 (Residential Multifamily 1) zoning district. The proposed use is Residential. The Planning Advisory Commission and the Planning Department recommend **approval**. The Applicant is NeighborWorks Columbus. (Councilor Garrett)

Mr. Lance Renfrow, Service Line Manager- Real Estate (NeighborWorks) came forward to give information on the proposed rezoning.

With there being no further comments from the audience, City Attorney Fay concluded that the public hearing has been held.

PUBLIC AGENDA

{Public Comments were provided by the individuals listed below; unless otherwise stated.}

1. Ms. Theresa El-Amin, representing Southern Anti-Racism Network, Re: The connection between poverty and crime and the commitment of "Columbus Organizing Together" to address access to affordable housing and ending the school-to-prison pipeline.

(<u>NOTE:</u> At the request of Ms. El-Amin, this matter was called upon later in the meeting before the conclusion of the Public Agenda.)

- 2. Mr. Chris Breault, Re: Policing, Law Enforcement and Rule of Law. (Mr. Breault was not present.)
- 3. Mr. Edward Dubose, Re: Marshal's Office realignment.

UPDATES AND PRESENTATIONS

A. Consolidation of the Marshal's Office under the Sheriff's Office - Reather Hollowell, Human Resources Director. (<u>NOTE:</u> This presentation was called up as the next order of business as listed on the City Manager's Agenda Item 13 "A")

Director Reather Hollowell (Human Resources) came forward to give a presentation on the consolidation of the Marshal's Office under the Sheriff's Office.

- 4. Ms. Andrea Winston, Rev. Lowell Cliatt and Susan Gallagher, representing New Horizon's Behavioral Health, Re: Integrative Health partnership between New Horizon's Behavioral Health and the Tree of Life.
- 5. Ms. Leslie Jackson, Re: The homes sold without disclosing information pertaining to issues with the structure.
- 6. Ms. Audrey Holston Palmore, Re: An appeal to the Council to render a motion of approval for a meeting with the Risk Manager of the Columbus Consolidated Government.
- 7. Mr. Hooper A. Turner, Jr., Re: A city bid on the Spider Web. (Mr. Turner was not present.)
- 8. Ms. Gloria Strode, representing United States Census Bureau, Re: 2020 Census- April 1, 2020.

(<u>NOTE:</u> This item was called upon earlier in the meeting before the conclusion of the Mayor's Agenda.)

CITY MANAGER'S AGENDA

1. Uptown Tax Allocation District Fund Grant – Riverfront Place

Resolution (049-20): A resolution authorizing a grant from the Uptown Tax Allocation District Fund to the W.C. Bradley Company Real Estate and Riverfront Place, LLC, to support the construction of certain public infrastructure improvements to include construction of a shared public underground parking facility to support the development known as Riverfront Place in an amount not to exceed thirty-eight million dollars (\$38,000,000) over a 19 year period; authorizing the negotiation, execution, and delivery of a development agreement and ancillary documents in connection with such allocation; and for other purposes. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Woodson and carried unanimously by the nine members present, with Councilor Garrett being absent for the vote.

Approval is requested for an Uptown Tax Allocation District (TAD) grant to W.C. Bradley Company Real Estate to support the construction of a shared underground parking facility and certain public infrastructure improvements for the Riverfront Place development.

Mr. Pace Halter, President & CEO, W.C. Bradley Real Estate came forward to show gratitude for the Council's approval.

2. Uptown Tax Allocation District Fund Grant – Uptown Connection

Resolution (050-20): A resolution authorizing a grant from the Uptown Tax Allocation District Fund to the RAM Broadway Hospitality, LLC., to support the construction of certain public infrastructure improvements to include construction of a walkway to connect Broadway to Front Avenue for the development known as the AC Marriot Hotel in an amount not to exceed one million seven hundred sixty-four thousand one hundred dollars (\$1,764,100); authorizing the negotiation, execution, and delivery of a development agreement and ancillary documents in connection with such allocation; and for other purposes. Councilor Woodson made a motion to approve the resolution, seconded by Councilor Thompson and carried unanimously by the nine members present, with Councilor Garrett being absent for the vote.

Approval is requested for an Uptown Tax Allocation District (TAD) grant to RAM Broadway Hospitality, LLC to support the conversion of an existing alleyway adjacent to the new AC Marriott hotel into an interactive space for pedestrian traffic between Broadway and Front Avenue.

<u>Planning Director Rick Jones</u> came forward to respond to questions asked by those members of Council present.

3. Liberty Theater

Approval is requested to accept the Liberty Theater. The revitalization of the Liberty Theater will preserve this historic structure in the Liberty District. There will be minimal cost to accept the donation of the Liberty Theater. The annual operating budget is anticipated to be \$150,000 for direct expenditures plus additional pass thru expenditures with the expectation for programming to offset the expenditures after the facility is revitalized. The facility will be programmed and managed by the existing staff of the Civic Center. Councilor Barnes made a motion to approve.

<u>**City Manager Isaiah Hugley**</u> stated after all the calls he received, he is requesting that this item be tabled. He then called upon Deputy City Manager Goodwin to provide more details.

Deputy City Manager Lisa Goodwin came forward to give a presentation on the Liberty Theatre proposed operation costs and programming if the City were to take over ownership of the property.

City Manager Hugley explained the critical timing to include the \$3 million needed to repair and renovate the building as part of the SPLOST (Special Purpose Local Option Sales Tax). if the city doesn't own the building, it would not be a SPLOST project.

Councilor Huff advised of an interest in putting together an independent group to discuss the finances, a new board and operation of the Liberty Theatre. Therefore, his request is for a delay for this new group to be able to put together a plan and come back to present it to the Council.

Councilor House suggested April 28, 2020 as the deadline date for the group to come before Council to tell us the plan; since, May is when the Administration would go out with the SPLOST project list.

City Manager Isaiah Hugley reiterated that he would not bring this matter forward; unless, a member of Council or another entity wishes to bring it back.

Councilor Barnes' motion for approval dies for the lack of a second.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide information on the deadline to accept ownership of the property. (*Request of Councilor Woodson*)
- Consider a public/private partnership for the renovation project of the Liberty Theatre. (*Request of Councilor Davis*)

4. Housing Authority of Columbus for Redevelopment of Chase Homes - Memorandum of Agreement

Resolution (051-20): A resolution authorizing the City Manager to enter into a revised Memorandum of Agreement for the Booker T. Washington Redevelopment with the Housing Authority of Columbus, Georgia and a new Memorandum of Agreement for the Chase Homes Redevelopment for \$1 million with the Housing Authority of Columbus, Georgia, and execute required HUD documents. Councilor Crabb made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to enter into a Memorandum of Agreement for the Redevelopment of Chase Homes with the Housing Authority of Columbus, Georgia d.b.a. Mill District I, L.P. and enter into a revised Memorandum of Agreement for the Redevelopment of the Booker T. Washington Apartments with the Housing Authority of Columbus, Georgia and execute other documents as required by HUD. At this time, **Deputy City Manager Pam Hodge** approached the rostrum and explained this item as a revised Memorandum of Agreement for the Chase Homes Project for \$1,000,000, paid out over 4 years, at 250,000 per year. She also stated there is a correction needed to be made to the staff report, the MOA is not with Mill District I, L.P. but with the Housing Authority.

5. Abandonment of a 10' Drainage and Utility Easement - 519 Wilder Drive

Resolution (052-20): A resolution of the Council of Columbus, Georgia, authorizing the City Manager to execute a quit claim deed to Brenda M. and Alvin Day for the existing drainage and utility easement as shown located at 519 Wilder Drive as shown on Exhibit A, Parcel "F" Survey of Parcel D, E, and F of Tract 1 on behalf of Columbus, Georgia. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Thompson and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to execute a Quit Claim Deed in order to Abandon the 10' Drainage and Utility Easement located on the rear portion running along the entire length of the western property line of Parcel "F" also known as 519 Wilder Drive. Homeowners of 519 Wilder Drive is requesting to have the entire 10' drainage and utility easement be abandoned in order to construct an addition to the rear of their home. The Engineering Department has found no present or future use of existing easement.

6. Abandonment of a 10' Drainage and Utility Easement – 516 Parkwood Drive

Resolution (053-20): A resolution of the Council of Columbus, Georgia, authorizing the City Manager to execute a quit claim deed to Brenda M. Day for the Existing drainage and utility easement as shown located at 516 Parkwood Drive as shown on Exhibit A, Lot 3, Block F located in Section One, Parkwood Subdivision on behalf of Columbus, Georgia. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Thompson and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to execute a Quit Claim Deed in order to Abandon the 10' Drainage and Utility Easement located on the rear portion running along the entire length of the eastern property line of Lot 3 Block F located in Section One, Parkwood Subdivision also known as 516 Parkwood Drive. The homeowner of 516 Parkwood Drive is requesting to have the entire 10' drainage and utility easement be abandoned in order to construct an addition to the rear of the home. The Engineering Department has found no present or future use of existing easement.

7. Street Acceptance – Mountain Ivy Court, Wilson Ivy Court and that portion of Mountain Ivy Drive located in Section One, Phase Two, North Ivy Park

Resolution (054-20): A resolution of the Council of Columbus, Georgia, authorizing the acceptance of a deed Mountain Ivy Court, Wilson Ivy Court and that portion of Mountain Ivy Drive located in Section One, Phase Two, North Ivy Park on behalf of Columbus, Georgia. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested for the acceptance of Mountain Ivy Court, Wilson Ivy Court and that portion of Mountain Ivy Drive located in Section One, Phase Two, North Ivy Park. The Engineering Department has inspected said streets and recommends acceptance.

8. Family Drug Court Accountability Court State Grant Request

Resolution (055-20): A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant to fund the Muscogee County Family Drug Court in an amount up to \$300,000.00 and if awarded, amended the multi-governmental fund by the amount of the grant award. There is a 10% local match requirement and the grant period is from July1, 2020 to June 30, 2021. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to submit a grant application and if awarded, accept funds from the Criminal Justice Coordinating Council for the operation of the Muscogee County Family Drug Court up to \$300,000.00, or as otherwise awarded, and amend the Multi-Governmental Fund by the amount of the grant award. The grant period is from July 1, 2020 to June 30, 2021. The City is required to provide a 10% cash match to participate in this grant program. Cash match is available through public defender and guardian ad litem allocations in the Juvenile Court departmental budget.

9. Juvenile Drug Court Accountability Court State Grant Request

Resolution (056-20): A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant to fund the Muscogee County Juvenile Drug Court in an amount up to \$300,00.00 and if awarded, amended the multi-governmental fund by the amount of the grant award. There is a 10% local match requirement and the grant period is from July 1, 2020 to June 30, 2021. Councilor Huff made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to submit a grant application and if awarded, accept funds from the Criminal Justice Coordinating Council for the operation of the Muscogee County Juvenile Drug Court up to \$300,000.00, or as otherwise awarded, and amend the Multi-Governmental Fund by the amount of the grant award. The grant period is from July 1, 2020 to June 30, 2021. The City is required to provide a 10% cash match to participate in this grant program. Cash match is available through case manager salary allocations in the Juvenile Court departmental budget.

10. Juvenile Justice Incentive Grant Request

Resolution (057-20): A resolution authorizing the City Manager to submit an application to the Criminal Justice Coordinating Council for a grant to fund the Muscogee County Juvenile Court and if awarded accept the grant and amend the multi-governmental fund by the amount of the grant award for the grant period is from July 1, 2020 through June 30, 2021. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to submit a grant application and if awarded, accept funds up to \$750,000 from the Criminal Justice Coordinating Council for the operation of the Muscogee County Juvenile Court and amend the Multi-Governmental Fund by the amount of the grant award. The grant period is from July 1, 2020 to July 30, 2021. The City is not required to provide matching funds to participate in this grant program.

11. Donation of Scoreboards – Double Churches Ballfields

Resolution (058-20): A resolution authorizing the City to approve and accept the donation of two (2) scoreboards from American Little League for Double Churches Park Fields. Councilor Huff

made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

Approval is requested to accept a donation of two (2) scoreboards, valued at \$12,756.80, from American Little League for Double Churches Fields.

12. PURCHASES

A. Concession Food Items, Supplies/Equipment for the Civic Center – Sourcewell (NJPA) Cooperative Contract

Resolution (059-20): A resolution authorizing the purchase of concession food items, supplies and equipment from US Foods (Rosemont, IL), by Cooperative Purchase via Sourcewell (NJP) Contract Number 112917-USF. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

B. Transmissions & Transmission Services for Public Works (Annual Contract) – RFB No. 20-0011

Resolution (060-20): A resolution authorizing an annual service contract for various types of transmissions with AAMCO of Columbus (Columbus, GA). The Public Works Department anticipates an annual contract value of \$127,000.00 based on prior years' usage and inflation. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

C. Wheel Alignment and Balance Services (Annual Contract) – RFB No. 20-0002

Resolution (061-20): A resolution authorizing an annual service contract for wheel alignment and balance services with Columbus Spring Service, Inc. (Columbus, GA). The Public Works Department anticipates an annual contract value of \$29,400.00 based on prior years' usage and inflation. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

D. Bucket Truck with Aerial Device – RFB No. 20-0044

Resolution (062-20): A resolution authorizing the purchase of one (1) Bucket Truck Cab and Chassis (2020 FCA/RAM/4500 DP4L63) from Alan Jay Automotive Management (Sebring, FL) in the amount of \$41,078.00; and one (1) Bucket Truck Aerial Device (Versalift SST-37EIH) from Versalift Southeast (Knoxville, TN) in the amount of \$58,594.00, for a grand total price of \$99,672.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

E. Service Truck – RFB No. 20-0043

Resolution (063-20): A resolution authorizing the purchase of one (1) Service Truck (2020 Ford F350/Reading) from Wade Ford (Smyrna, GA) in the amount of \$40,518.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

F. Miscellaneous Equipment, Option 6: Asphalt Hotbox with Infrared Recycler – RFB No. 20-0021

Resolution (064-20): A resolution authorizing the purchase of one (1) Asphalt Hot Box with Infrared Recycler (2020 Spaulding 4-Ton Road Saver) from Wastebuilt Environmental Solutions (Austell, GA) at a unit price of \$39,485.00. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

G. PI 0011436 - Muscogee County Buena Vista Road Improvements at Spiderweb - Phase I – RFB No. 20-0035

Resolution (065-20): A resolution authorizing the execution of a construction contract with Robinson Paving Company (Columbus, GA) in the amount of \$5,285,605.85 for Phase I of the Buena Vista Road Improvements at the Spiderweb. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

H. Miscellaneous Equipment, Option 4: Zero-Turn Mowers w/Metal Collection Unit – RFB No. 20-0021

Resolution (066-20): A resolution authorizing the purchase of two (2) Zero-Turn Mowers with metal collection units (2020 John Deere Z970R ZTrak w/ John Deere 14 Bushel 3-Bag MCS) from Deere & Company (Cary, NC), delivering Dealer SunSouth, LLC (Columbus, GA), via Sourcewell (formally NJPA) per Cooperative Contract #062117-DAC, at a unit price \$15, 209.77, for a total price of \$30,419.54 for two (2) units. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

I. Contract Extension for Inmate Food Service Management for Muscogee County Jail (Annual Contract) – RFP No. 13-0032

Resolution (067-20): A resolution authorizing the extension of an annual contract with Trinity Services Group, Inc. (Oldsmar, GA) for Inmate Food Service Management for the Muscogee County Jail. The extension will be until June 30, 2020. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

J. Tire Leasing Services for City Buses (Annual Contract) – RFB No. 20-0028

Resolution (068-20): A resolution authorizing the annual contract for Tire Leasing Services from Michelin North America, Inc. (Greenville, SC), for the estimated contract value of \$31,750.92 for the first year, \$33,359.47 for the second year, \$35,030.45 for the third year, and the total estimated three-year contract value of \$100,140.84. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

K. Cleaning Services for Architectural Facades and Monuments at Ft Benning Gateway – RFP No. 20-0010

Resolution (069-20): A resolution authorizing the execution of a contract with the Business Transformation Company (Columbus, GA) to provide cleaning services for two architectural facades and monuments located at the Ft. Benning Gateway (I 185/Ft. Benning & Columbus). The vendor's cost proposal is within budget for this project. Mayor Pro Tem Allen made a motion to

approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

L. Electronic Validating Fare Boxes for METRA

Resolution (070-20): A resolution authorizing the purchase authorizing the purchase of two (2) Odyssey Electronic Validating Fareboxes from Genfare – A Division of SPX Corporation (Elk Grove Village, IL), in the amount of \$30,944.00 (\$15,367.00 each, plus \$210.00 freight), to be installed on two (2) Metra Dial-A-Ride Buses. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

M. Repair Services for Al Jon Compactor for Public Works

Resolution (071-20): A resolution authorizing the payment to Flint Equipment Company (Columbus, GA Location), in the estimated amount of \$39,856.59, for repairs required for an AL Jon Compactor, Vehicle #10916. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

N. Repair Services for the Natatorium PoolPak® System

Resolution (072-20): A resolution authorizing the repair services from HESCO HVAC Equipment Services Company (Roswell, GA), in the estimated amount of \$125,787.00, for the Natatorium PoolPak® System. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Davis and Garrett being absent for the vote.

13. UPDATES AND PRESENTATIONS

A. Consolidation of the Marshal's Office under the Sheriff's Office - Reather Hollowell, Human Resources Director.

(<u>NOTE:</u> This presentation, as provided by City Manager Hugley, was called upon earlier in the meeting before the conclusion of the Public Agenda.)

B. Dragonfly Trail Update - Becca Zajac, Executive Director.

Deputy City Manager Pam Hodge came forward to introduce the Dragonfly Trail Update, given by Ms. Becca Zajac.

Ms. Becca Zajac, Executive Director came forward to give an update on the Dragonfly Project.

C. Monthly Finance Update - Angelica Alexander, Finance Director.

Finance Director Angelica Alexander approached the rostrum to give a monthly finance update and go over the information provided in the Monthly Financial Snapshot for February 2020.

GOVERNMENT CENTER, GROUND FLOOR RESTROOMS:

REFERRAL(S):

FOR THE CITY MANAGER:

- A complaint was received regarding the restrooms utilized by the jury pool on the Ground Floor of the Government Center being coed. Request for appropriate signage to be placed outside of these restrooms, informing the public they are coed restrooms. (*Request of Mayor Pro Tem Allen*)
 - D. Asphalt Repair and Vendor Information Kyle McGee, Public Works Deputy Director of External Operations (ADD-ON).

<u>Public Works Deputy Director Kyle McGee</u> came forward to give a presentation on various means of asphalt repair and vendor information.

BID ADVERTISEMENT

March 11, 2020

1. <u>Oil & Lubricants for Public Works (Annual Contract) – RFB No. 20-0027</u> Scope of RFB

Provide various types of oil & lubricants on an "as needed" basis to the Columbus Consolidated Government (the City) to be utilized by Public Works Department. The term of this contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

2. <u>Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 20-0053</u>

Scope of Bid

Provide dumpsters/roll off containers on a rental basis, to include servicing the equipment as needed. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

3. <u>Sports/Uniform Active Apparel (Annual Contract) – RFB No. 20-0006</u> <u>Scope of Bid</u>

Provide sports/uniform active apparel to include: Tee shirts, sweatshirts, polo shirts, hats, caps, jackets, etc. to the Public Works Department, Columbus Fire & EMS Department, Parks & Recreation Department, METRA Transportation Department and other Departments. The items will be purchased on an "as needed" basis. The term of the contract shall be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

4. <u>Portable Toilet & Rental Service (Re-Bid) (Annual Contract) – RFB No. 20-0054</u> <u>Scope of Bid</u>

The Columbus Consolidated Government of Columbus, Georgia (the City) is seeking vendors to provide portable toilets, hand washing stations and grey water collection containers at various City location sites. The contract term will be for two (2) years, with the option to renew for three (3) additional twelve-month periods.

March 13, 2020

1. <u>Integrated Transit System (Annual Contract) – RFP No. 20-0015</u> <u>Scope of RFP</u>

Columbus Consolidated Government invites qualified vendors to submit proposals to provide and support an Integrated Transit System (ITS) for the fixed-route fleet of Metra Transit System.

<u>Option</u>: Columbus Consolidated Government reserves the option of including on-board, passenger Wi-Fi for *all* fleet vehicles, including vehicles in its demand response/paratransit fleet.

The term of this contract shall be for three (3) years.

1. <u>Heating & Refrigeration Supplies (Annual Contract) – RFB No. 20-0047</u> <u>Scope of RFB</u>

Provide heating and refrigeration supplies on an "as needed basis" to be picked up or delivered to Columbus Consolidated Government. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

March 25, 2020

1. <u>Tree Removal & Stump Grinding/Removal Services (Re-Bid) (Annual Contract) –</u> <u>RFB No. 20-0051</u>

Scope of RFB

Provide Columbus Consolidated Government with professional services on as "as needed basis" for the following options:

- Option 1) Remove trees (and all related debris) throughout the City on an "as needed" basis.
- Option 2) Provide stump grinding/removal services throughout the City on an "as needed" basis.

Vendors may bid on either or both options. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

1. <u>**RESOLUTION**</u> (073-20): A resolution excusing Councilor Evelyn "Mimi" Woodson from the February 25, 2020 Council Meeting. Mayor Pro Tem Allen made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

2. Minutes of the Following Board:

Airport Commission, November 11 and December 19, 2019 and January 24, 2020.
Board of Historic & Architectural Review, November 12 and December 9, 2019.
Board of Tax Assessors, #05-20 & #06-20.
Board of Zoning Appeals, January 8, 2020.
Columbus Iron Works Convention & Trade Center Authority, January 23, 2020.
Development Authority, February 6, 2020.
Keep Columbus Beautiful Commission, February 19, 2020.
Planning Advisory Commission, December 18, 2019.

Mayor Pro Tem Allen made a motion to receive the minutes, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

BOARD APPOINTMENTS - ACTION REQUESTED

3. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

A. <u>ANIMAL CONTROL ADVISORY BOARD:</u>

Ms. Christy Noullet was nominated to serve another term of office. *(Councilor Garrett's nominee)* New Term expires: April 11, 2022. Councilor Crabb made a motion to confirm the appointment,

seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

B. ANIMAL CONTROL ADVISORY BOARD:

Ms. Patricia Montgomery was nominated to serve another term of office as the PAWS Humane Representative. *(Councilor Garrett's nominee)* New Term expires: April 11, 2022. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

C. ANIMAL CONTROL ADVISORY BOARD:

Ms. Sabine Stull was nominated to serve another term of office as the Animal Rescue Shelter Representative. *(Councilor Garrett's nominee)* New Term expires: April 11, 2022. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

Mr. Russ Carreker was nominated to serve another term of office. *(Mayor Pro Tem Allen's nominee)* New Term expires: April 30, 2024. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

Mr. Chris Wightman was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) New Term expires: April 30, 2024. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

Mr. Heath Schondelmayer was nominated to serve another term of office. (Mayor Pro Tem Allen's nominee) New Term expires: April 30, 2024. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

Mr. Selvin Hollingsworth was nominated to serve another term of office. *(Mayor Pro Tem Allen's nominee)* New Term expires: April 30, 2024. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

H. <u>REGION SIX REGIONAL ADVISORY COUNCIL FOR DEPARTMENT OF</u> <u>BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES:</u>

Ms. Marianne Young was nominated to fill the unexpired term of Mr. Edward Barnwell. *(Councilor Crabb's nominee)* Term expires: June 30, 2021. Councilor Crabb made a motion to confirm the appointment, seconded by Councilor House and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

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

A nominee for the seat of Angela Wagenti (*Not eligible to succeed*) on the Community Development Advisory Council for a term that expires on March 27, 2020 (*Council District 2-Davis*). There were none.

A nominee for the seat of Valerie Thompson (*Not eligible to succeed*) on the Community Development Advisory Council for a term that expires on March 27, 2020 (*Council District 4-Thompson*). There were none.

A nominee for the seat of L.K. Pendleton (*Eligible to succeed*) on the Community Development Advisory Council for a term that expires on March 27, 2020 (*Council District 7- Woodson*). There were none.

A nominee for the seat of Michael Porter (*Not eligible to succeed*) on the Community Development Advisory Council for a term that expires on March 27, 2020 (*Council District 9- Thomas*). There were none.

5. <u>COUNCIL'S APPOINTMENTS- VOTE TABULATION:</u>

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

Mr. John Anker was nominated by Councilor Thomas and Ms. Lisa Smith was nominated by Mayor Pro Tem Allen to succeed Mr. James Yancy on the Development Authority. A vote tabulation was conducted on the two nominees.

Councilors Crabb and Thomas voted in favor of Mr. John Anker. Mayor Pro Tem Allen and Councilors Barnes, Davis, House, Huff and Thompson voting in favor of Ms. Lisa Smith. Councilor Davis made a motion to confirm the appointment of Ms. Lisa Smith, seconded by Mayor Pro Tem Allen and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

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

A. <u>ANIMAL CONTROL ADVISORY BOARD:</u>

A nominee for the seat of Carol Bassett (*Resigned*) on the Animal Control Advisory Board for a term that expires on October 15, 2020. There were none.

B. HISTORIC & ARCHITECTURAL REVIEW BOARD:

A nominee for the seat of Tyler Allen (*Eligible to succeed; does not desire reappointment*) on the Historic & Architectural Review Board as an Uptown Business Association Representative for a term that expired on January 31, 2019. The Uptown Business Association recommended Ms. Emily Flournoy. Councilor Thomas nominated Ms. Emily Flournoy to succeed Mr. Tyler Allen.

PUBLIC AGENDA:

1. Mr. Rich Gilbert, Re: Property assessment.

<u>Mr. Rich Gilbert</u>, came forward to request a refund on his property taxes due to the property assessment.

<u>**Tax Assessor Suzanne Widenhouse**</u> approached the rostrum to give information on the timeline of the property assessment, purchase of the property, and when the documents were provided to the homeowner.

<u>Note:</u> See Below for final action on this matter.

EXECUTIVE SESSION:

At the request of Mayor Pro Tem Allen, Councilor Thomas made a motion to go into executive session to discuss potential litigation, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote, and the time being 1:30 p.m.

The Regular Meeting reconvened at 1:48 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss a matter of potential litigation; however, there were no votes taken.

Mayor Pro Tem Allen made a motion to deny the request to refund 50% of the property taxes paid on the property located at 1919 Garrard Street, Lot 7, Columbus, Georgia 31906, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Mayor Pro Tem Allen to adjourn the March 10, 2020 Regular Meeting, seconded by Councilor Huff and carried unanimously by the eight members present, with Councilors Garrett and Woodson being absent for the vote, and the time being 1:53 p.m.

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

AN ORDINANCE

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia; this amendment changes certain boundaries of a district located at **401 35th Street** (parcel # 014-014-022) from RO (Residential Office) Zoning District to RMF1 (Residential Multifamily 1) Zoning District.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY ORDAINS:

That the Zoning Atlas on file with the Planning Department is hereby amended by changing the aforementioned property from RO (Residential Office) Zoning District to RMF1 (Residential Multifamily 1) Zoning District.

All that tract or parcel of land lying and being in the State of Georgia and County of Muscogee in what is known as the North Highlands property and described as follows: LOT NUMBERED ONE (1), BLOCK TWENTY-FIVE (25), as it appears and is distinguished in the map or plan of the North Highland Land Improvement and Manufacturing Company property made by J. L. Cowan and dated December 19, 1890 and amended in July, 1899, said lot being located in the Northeast Intersection of Fourth Avenue and Thirty-Fifth Street (formerly 31st Street), fronting on Fourth Avenue for a distance of 50 feet and extending back along Thirty-Fifth Street (formerly 31st Street), between parallel lines for a distance of 150 feet, together with improvements and buildings thereon, said property being located in the City of Columbus.

Also, all that tract or parcel of land lying and being in the County of Muscogee, State of Georgia, in what is known as the North Highlands property and described as follows: ten (10) feet off the South of LOT NUMBERED TWO (2), in BLOCK TWENTY-FIVE (25) as it appears on the map or plan of said North Highlands Land Improvement and Manufacturing Company property described as follows: Beginning at a point 50 feet North of the Northeast intersection of Fourth Avenue and Thirty-Fifth Street (formerly 31st Street); thence running North along Fourth Avenue 10 feet, thence East 150 feet, thence South 10 feet; thence West 150 feet to the point of beginning Said Property being located in the City of Columbus.

Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 10th day of March, 2020; introduced a second time at a regular meeting of said council held on the _____ day of _____, 2020 and adopted at said meeting by the affirmation vote of _____ members of Council.

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

Sandra T. Davis Clerk of Council



CONSOLIDATED GOVERNMENT What progress has preserved. PLANNING DEPARTMENT

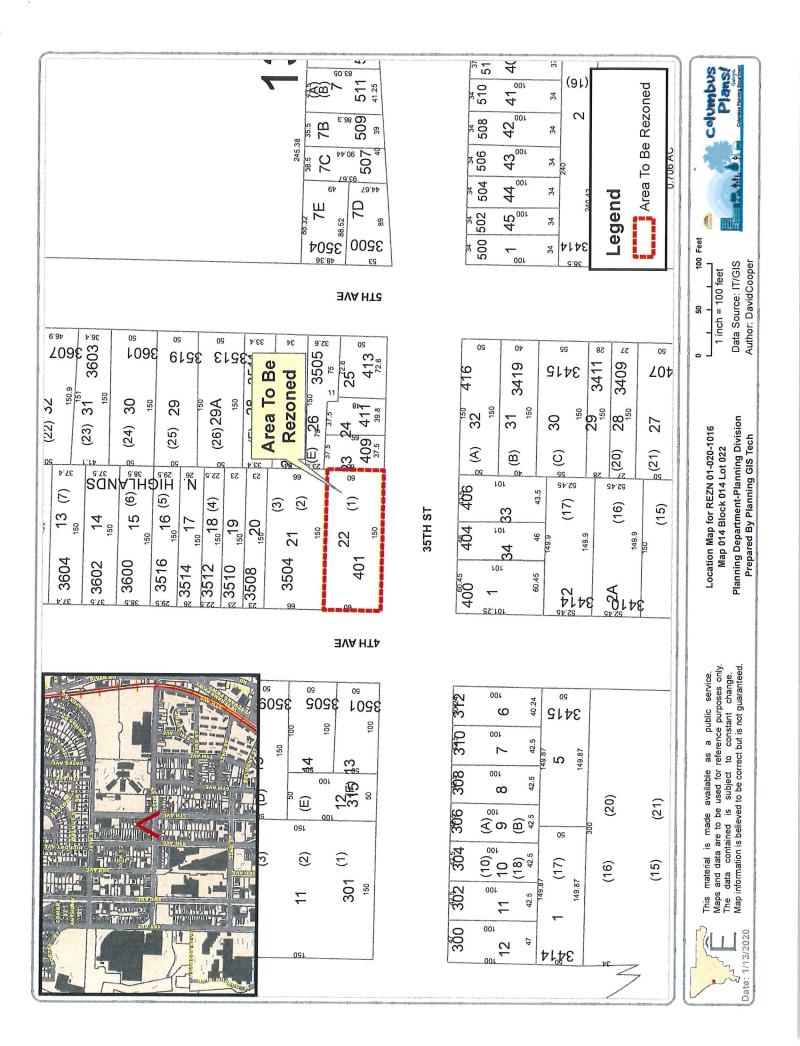
COUNCIL STAFF REPORT

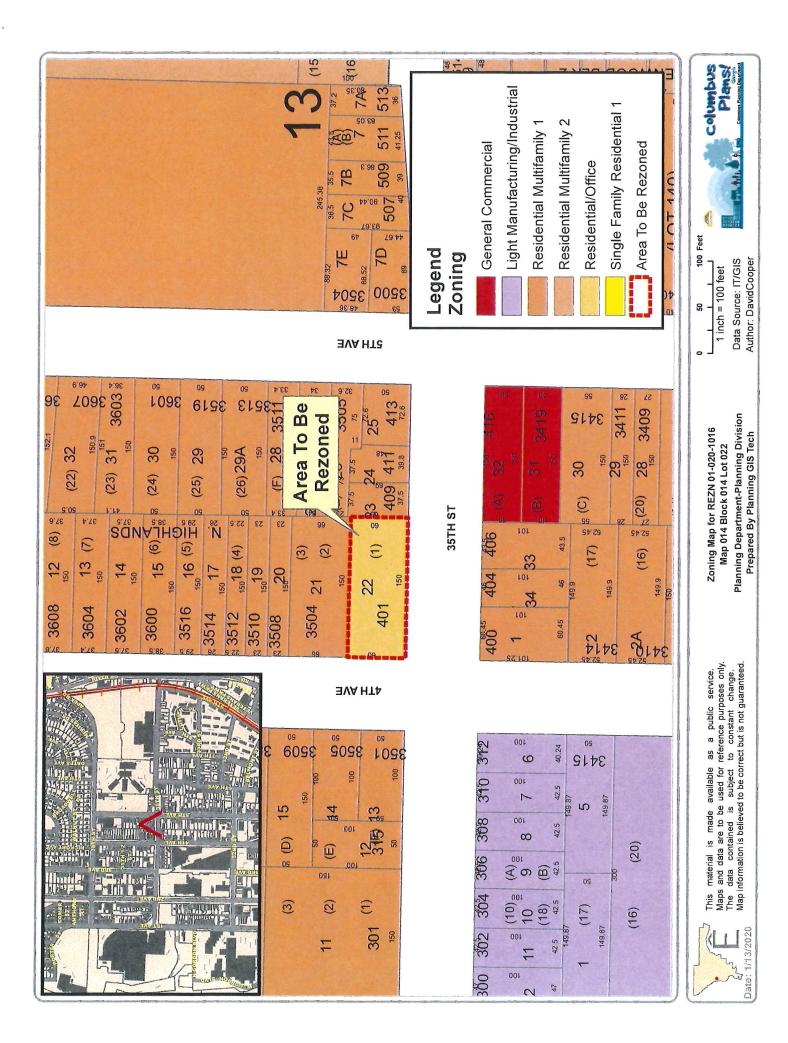
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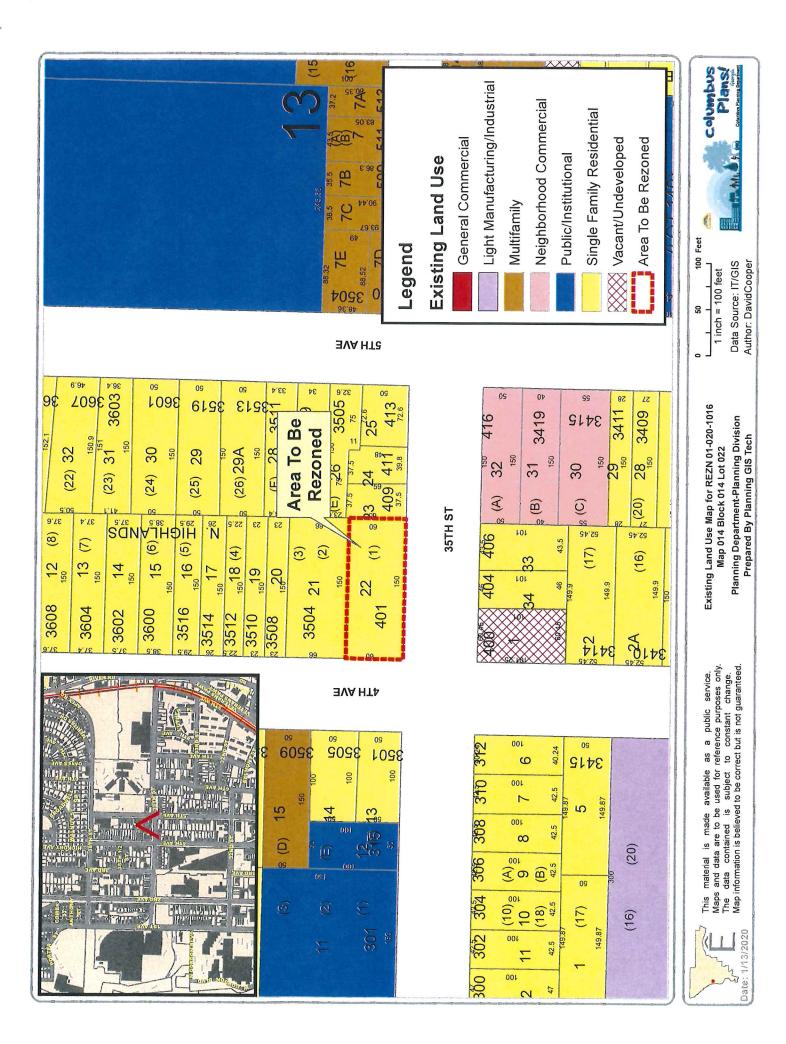
Applicant:	NeighborWorks Columbus
Owner:	Same
Location:	401 35 th Street
Parcel:	014-014-022
Acreage:	0.21 Acres
Current Zoning Classification:	RO (Residential Office)
Proposed Zoning Classification:	RMF1 (Residential Multifamily 1)
Current Use of Property:	Commercial
Proposed Use of Property:	Residential
Council District:	District 8 (Garrett)
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.
Planning Department Recommendation:	Approval based on compatibility with existing land uses.
Fort Benning's Recommendation:	N/A
DRI Recommendation:	N/A
General Land Use:	Consistent Planning Area F
Current Land Use Designation:	Single Family Residential

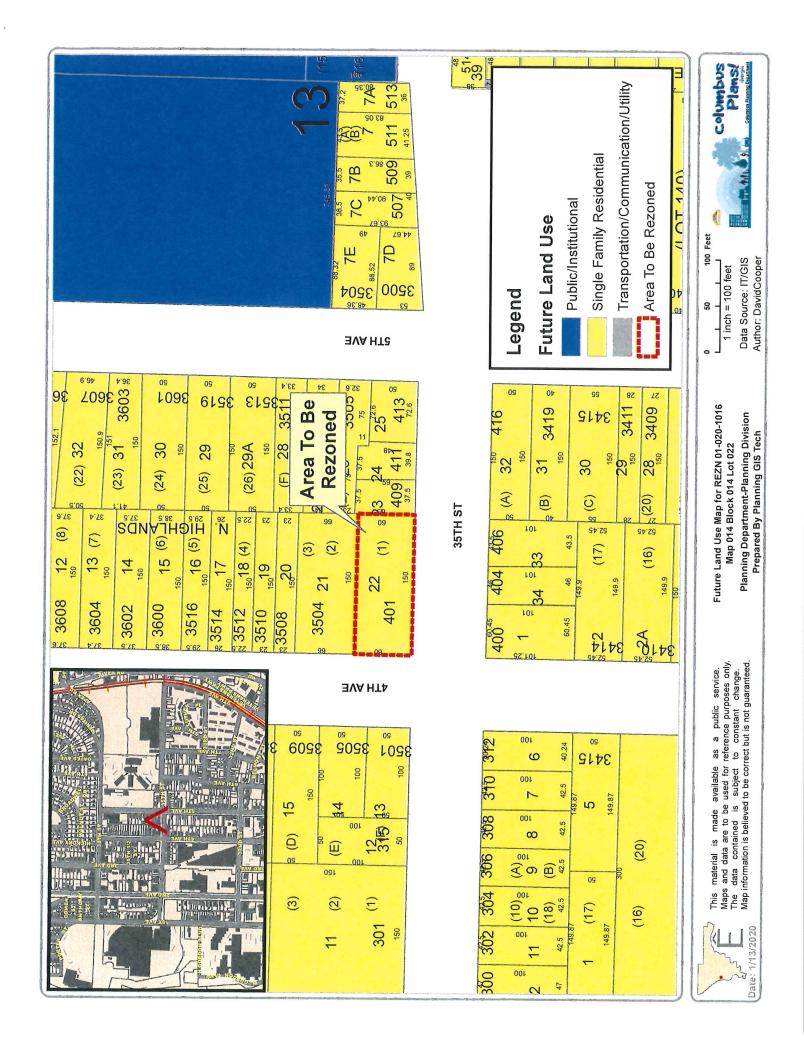
Future Land Use Designation:		Single Family Residential	
Compatible with Existing Land-Uses:		Yes	
Environmental Impacts:		The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.	
City Services:		Property is served by all city services.	
Traffic Impact:		No traffic impact.	
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for residential usage.	
Surrounding Zoning:	North South East West	RMF1 (Residential Multifamily 1) RMF1 (Residential Multifamily 1) RMF1 (Residential Multifamily 1) RMF1 (Residential Multifamily 1)	
Reasonableness of Request:		The request is compatible with existing land uses.	
School Impact:		N/A	
Buffer Requirement:		N/A	
Attitude of Property Owners:		Seventy-five (75) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.	
	Approval Opposition	0 Responses 0 Responses	
Additional Information:		N/A	
Attachments:		Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Site Plan	

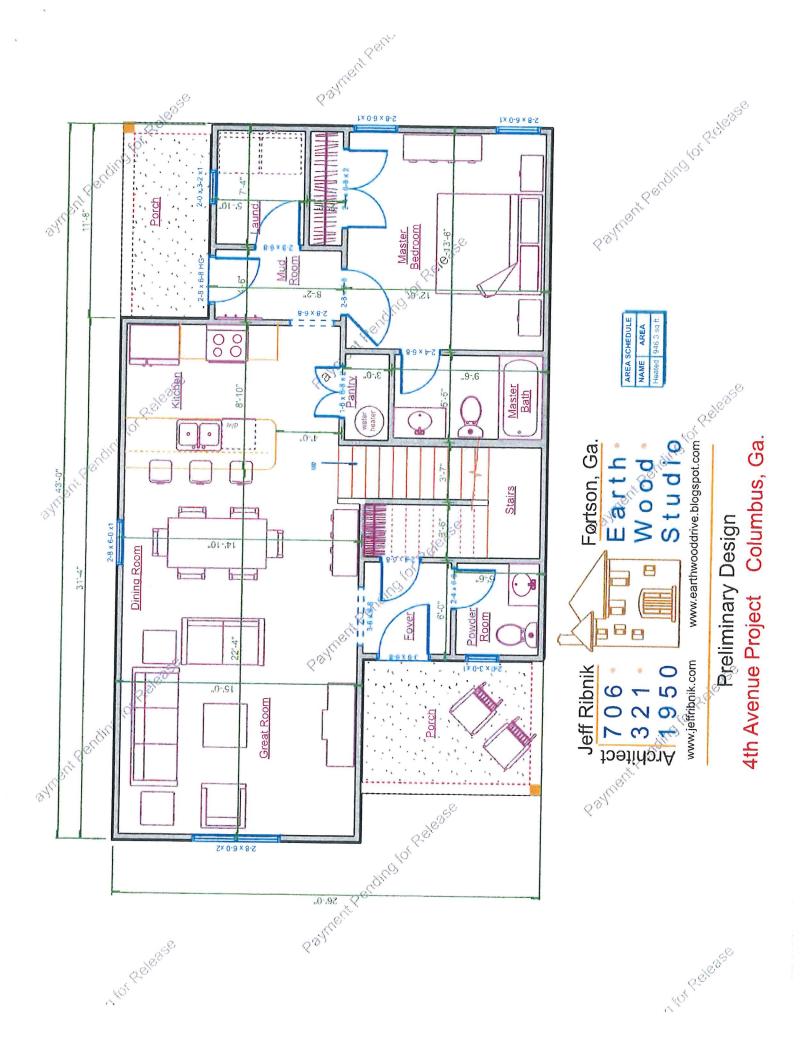


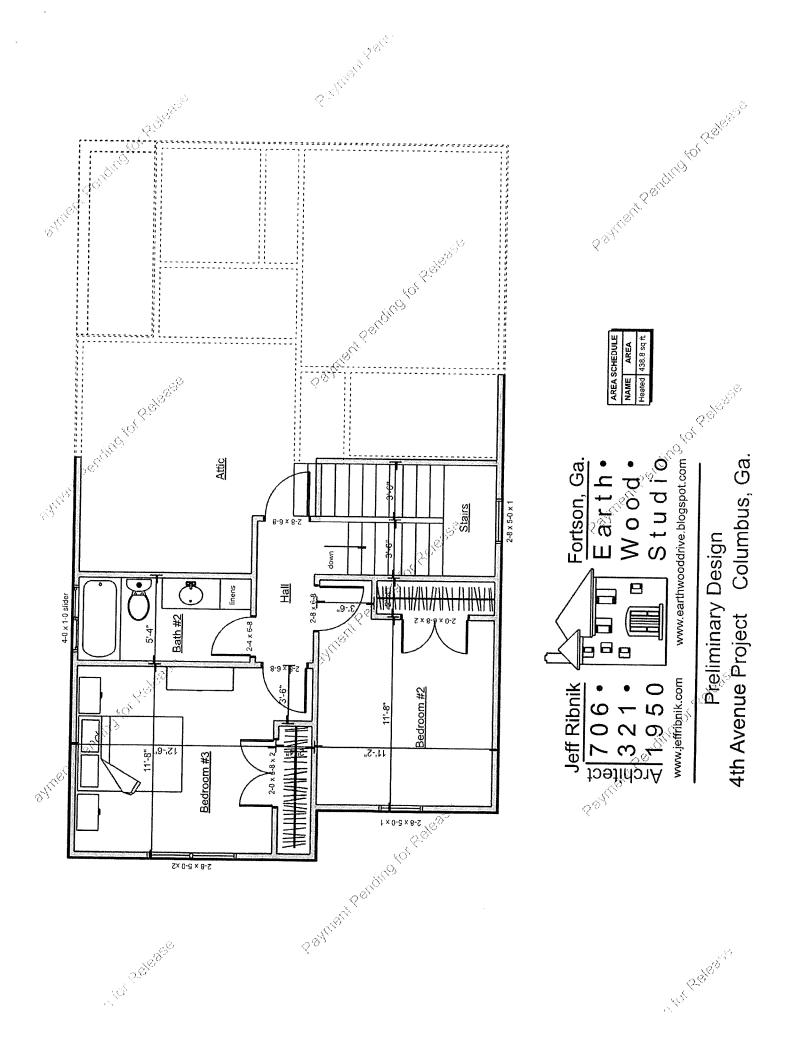














014 014 022

10

Parcel ID Number:



014 014 022

Parcel ID Number:

401 35th Street, Columbus, Georgia 31904

ORDINANCE

NO.

An ordinance declaring a State of Emergency in Columbus, Georgia; prohibiting all gatherings of more than ten (10) persons, extending certain tax and licensing deadlines established by local law; extending time allowed for local officials to act under certain local code provisions; providing for an effective date, and for other purposes.

- WHEREAS, the President of the United States declared a National Public Health Emergency on Friday March 13, 2020; and
- WHEREAS, the Governor of the State of Georgia declared a State Emergency in Georgia on March 14, 2020; and
- WHEREAS, the World Health Organization has declared Corona Virus Disease 2019 (COVID-19) a world health emergency and a pandemic; and
- WHEREAS, O.C.G.A. §38-3-28 grants to political subdivisions the authority "to make, amend, and rescind such orders rules and regulation as may be necessary for emergency management purposes" as necessary to supplement the State's exercise of emergency powers; and
- WHEREAS, the Charter of the Columbus, Georgia Consolidated Government grants to this Council the power to protect the safety, health, peace, security and general welfare of the inhabitants of the consolidated government, Charter of the Consolidated Government Columbus, Georgia (hereinafter, "Columbus Charter") \$ 3-104 (2); and
- WHEREAS, the Columbus Charter also grants to the Council the power to determine that a state of emergency exists due to a natural disaster and adopt an ordinance addressing the emergency without a second reading of that Ordinance, Columbus Charter § 3-201(3); and
- WHEREAS, the Centers for Disease Control and Prevention have recommended that any gathering of over ten (10) people be discontinued or prohibited; and
- WHEREAS, there are several locally mandated business and tax deadlines that might cause hardships on local citizens and prevent their efforts to self-isolate.

NOW THEREFORE, in a public and regularly called meeting, held in compliance with O.C.G.A. § 50-14-1(g), the Mayor and Columbus Council declare and ordain as follows:

Section 1.

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

Section 2.

The Mayor and Council hereby declare a state of emergency in Columbus, Georgia.

Section 3.

This Council hereby confirms the Declaration of Local Emergency ordered by the Mayor on March 20, 2020 which is attached hereto and incorporated herein. The Declaration includes restrictions on gatherings of more than ten (10) people and business activities which shall remain in effect until April 6, 2020 unless further extended.

Section 4.

The Mayor and Council suspend the bid and competitive portions of the City's Procurement Policy and authorize the City Manager to utilize the single-source policy and to require departments to provide a written justification for the procurement until April 30, 2020.

Section 5.

The April 1 deadline for obtaining business licenses and paying any business occupational tax as required by Columbus Code Sections 19-47 and 19-53 is hereby extended to May 1, 2020.

Section 6.

All Alcohol Distributor Excise tax: Mixed Drinks Excise tax and Vehicle Rental Excise tax payments falling due during the month of April 2020, shall be extended by thirty (30) days.

Section 7.

Any action, determination, or decision required of an official, board, or commission of the Columbus Consolidated Government under the provisions of the Columbus Code is hereby extended by thirty (30) days.

Section 8.

All Boards, Commissions, and Authorities of the Columbus Consolidated Government are hereby authorized to cancel any scheduled meeting during the emergency period or alternatively they may take advantage of the availability of teleconferenced meetings during the period of emergency as long as the requirements of O.C.G.A. 50-14-1(g)pertaining to public access are met.

Section 9.

The Board of Honor met on March 11, 2020 with one member of the quorum participating by telephone, the results of that meeting are declared to be official due to the current state of emergency.

Section 10.

This Ordinance shall take effect upon passage by the Mayor and Council and shall expire by its own terms as noted in each section above unless extended by further action of this Council. Provided however, the Mayor may act as required by exigent circumstances to extend any provision hereof in additional increments of up to thirty (30) days until dissolved by Council. Introduced at a regular meeting of the Council of Columbus, Georgia, held on the 24th day of March, 2020; and adopted at said meeting after one reading in accordance with Section 3-201(3)by the affirmative vote of ____ members of Council.

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

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

DECLARATION OF LOCAL EMERGENCY

WHEREAS, Columbus, Georgia has experienced an event of critical significance as a result of the outbreak of Coronavirus Disease 2019 (COVID-19); and

WHEREAS, the Centers for Disease Control ("CDC") has recommended that all events with more than ten (10) people should be cancelled to curb the spread of COVID-19; and

WHEREAS, in the judgment of the Mayor of Columbus, Georgia, with advice from the Emergency Management Agency and state and local health officials, there exist emergency circumstances located in Columbus, Georgia requiring extraordinary and immediate corrective actions for the protection of the health, safety and welfare of the citizens of Columbus, Georgia; and

WHEREAS, to prevent or minimize illness or injury to people and damage to property resulting from this event.

NOW, THEREFORE, pursuant to the authority vested in the Mayor by local and state law,

IT IS HEREBY DECLARED that a local state of emergency exists in Columbus, Georgia and shall continue until the conditions requiring this declaration are abated.

THEREFORE, IT IS HEREBY ORDERED:

Section 1.

That, due to dangers from the possible spread of Coronavirus Disease 2019 (COVID-19) and to protect the safety of all citizens, a local emergency is hereby declared in Columbus, Georgia.

Section 2.

That, pursuant to authority contained in state law and Ordinance No. 11-56, the Columbus/Muscogee County Emergency Management Division, Columbus Fire and Emergency Medical Services, shall activate the Emergency Operations Plan.

Section 3.

That, all public or private Community Gatherings of more than ten (10) people anywhere within Columbus, Georgia are prohibited for the duration of this Order. A "Community Gathering" is defined as any indoor or outdoor event or convening, subject to the exceptions below, that brings together or is likely to bring together ten (10) or more persons at the same time in a single room or other single confined or enclosed space, such as an auditorium, stadium (indoor or outdoor), tent arena or event center, music venue, meeting hall, conference center, large cafeteria, or any other confined indoor or outdoor space. A community gathering does not include the following or similar uses, so long as persons attending the Community gathering are generally not within six (6) feet of each other for extended periods: (1) spaces where persons may be in transit or waiting for transit such as airports, bus stations or terminals; (2) office or manufacturing space, child-care facilities, residential buildings or any type of temporary sheltering or housing; (3) grocery stores or pharmacies; and (4) hospital or medical facilities.

Notwithstanding the previous paragraph, the following business use categories will be regulated as follows: (1) Restaurants open to the public shall close except to provide take-out or curbside service to include alcoholic beverages in sealed containers which they are otherwise licensed to dispense; (2) All

business locations with on-premise consumption alcoholic beverage licenses which are not also restaurants shall be closed for business; (3) All establishments providing body care services which require close physical contact between the provider and client such as barbering, hair design, cosmetology, esthetics, massage therapy (except for medically licensed physical therapy), tattooing, or nail care shall be closed for business; (4) All indoor recreation facilities, to include gyms, health studios, indoor amusement facilities, bowling alleys, pool halls and theaters shall be closed for business; and (5) All other retail sales establishments will be permitted to remain open subject to the following restrictions : Businesses having less than 30,000 square feet shall have no more than ten (10) customers on their premises at any one time, and businesses with more than 30,000 square feet of retail space shall have no more than fifty (50) customers on their premises at any one time; and customers shall generally not be within six (6) feet of each other for extended periods.

Section 3 of this declaration shall take effect at midnight on March 20, 2020 and shall expire by its own terms on April 3, 2020 unless extended by further action of the Mayor or Columbus Council. Violations of this order will be punished as provided by Section 1-8 of the Columbus Code.

Section 4.

In order to lessen the burdens of citizens and reduce the possibility of congregation in public buildings, the following deadlines imposed by local law are hereby extended by this declaration:

- (1) The April 1 deadline for obtaining business licenses and paying any business occupational tax as required by Columbus Code Sections 19-47 and 19-53 is hereby extended to May 1, 2020;
- (2) All Alcohol Distributor Excise tax: Mixed Drinks Excise tax and Vehicle Rental Excise tax payments falling due during the month of April 2020, shall be extended by thirty (30) days; and
- (3) Any action, determination, or decision required of an official, board, or commission of the Columbus Consolidated Government under the provisions of the Columbus Code is hereby extended by thirty (30) days.

SO ORDERED,

This 20th day of <u>March</u>, 2020. R+1 Kie Wulsu

B.H. "Skip" Henderson, III, Mayor of Columbus, Georgia

AN ORDINANCE

NO.

An ordinance amending the Columbus, Georgia Pension Plan for General Government Employees, and the Columbus, Georgia Pension Plan for Public Safety Employees to provide that effective April 1, 2020, any retirees who retired on or before June 30, 1998 and selected the joint and survivor life income option will be entitled to a single life income benefit if they were/are predeceased by an eligible spouse; and for other purposes.

THE COUNCIL OF COLUMBUS, GEORGIA HEREBY ORDAINS:

SECTION 1.

Section 5.01 of the General Government Employees Pension Plan is hereby amended by adding the following sentence at the end of paragraph 5.01(c) pertaining to the Life Income with Pop-Up Joint and Survivor Option:

"Notwithstanding, Section 3 of Ordinance No. 98-47, as of April 1, 2020, this paragraph (c) is made prospectively applicable any Member who retired on or before June 30, 1998."

SECTION 2.

Section 5.01 of the Columbus, Georgia Public Safety Pension Plan is hereby amended by adding the following sentence at the end of paragraph 5.01 (c) pertaining to the Life Income with Pop-Up Joint and Survivor Option:

"Notwithstanding, Section 5 of Ordinance No. 98-47, as of April 1, 2020, this paragraph (c) is made prospectively applicable any Member who retired on or before June 30, 1998."

This ordinance shall be effective as of April 1, 2020 and apply to any pension payments made on or after that date.

SECTION 4.

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 24th day of March, 2020; and adopted at said meeting after one reading in accordance with Section 3-201(3) by the affirmative vote of members of Council.

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

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

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors		
AGENDA SUBJECT:	Substantial Amendment to the HUD Program Year 2017/City's FY 2018 Annual Action Plan & the HUD Program Year 2019/City's FY 2020 Annual Action Plan		
AGENDA SUMMARY:	Approval is requested for the filing of substantial amendments to the HUD Program Year 2017/City's FY 2018 Annual Action Plan & the HUD Program Year 2019/City's FY 2020 Annual Action Plan. The Annual Action Plan is part of the Consolidated Planning process, in which the City of Columbus assesses its affordable housing and community development needs and market conditions, and makes data-driven, place-based investment decisions.		
INITIATED BY:	Community Reinvestment		

<u>Recommendation</u>: Approval is requested for the filing of substantial amendments to the HUD Program Year 2017/City's FY 2018 Annual Action Plan & the HUD Program Year 2019/City's FY 2020 Annual Action Plan.

Background: The Annual Action Plan is part of the Consolidated Planning process, in which the City of Columbus assesses its affordable housing and community development needs and market conditions, and makes data-driven, place-based investment decisions. The Consolidated Plan for the City of Columbus covers a span of 5-years, from 2017-2021, in which community development priorities and multiyear goals were set based on an assessment of housing and community development needs, an analysis of housing and economic market conditions and available resources.

The Columbus Consolidated Government is proposing a revision to HUD's Program Year 2017/City's FY 2018 Annual Action Plan approved by Resolution No. 261-17 and Program Year 2019/City's FY 2020 Annual Action Plan approved by Resolution No. 161-19. Substantial amendments are required when an eligible activity is added, or funding is changed by more than 25%. The following are the proposed substantial amendments:

Substantial Amendment to Program Year 2017 / City's FY 2018 Annual Action Plan:

<u>Substantial Amendment #1:</u> In the Program Year 2017 / City's FY 2018 Annual Action Plan, the City allocated \$150,000 for the economic development - business incubator project. However, cost overruns have exceeded to an expected total \$352,697. This is due to the characteristics of the subject property being rehabilitated, which is on the National Register of Historic Places and mandates additional work. The City is proposing to provide an additional \$139,248 in CDBG funding so that StartUP Columbus can complete the project as stated in the agreement's scope of work. The remainder of the funding for the project will come from the subrecipient other funding sources.

Substantial Amendment to Program Year 2019 / City's FY 2020 Annual Action Plan:

- <u>Substantial Amendment #1:</u> The City of Columbus will increase Recreational Facilities, Parks, and Playgrounds funding by \$550,000. This additional funding will be used to improve neighborhood facilities including, but not limited to recreational facilities, parks, and playgrounds in low-income neighborhoods/census tracts. Proposed playground repair/replacement enhancements will occur at the following playground locations; Cooper Creek Park, Anderson Village Playground, Ewart Park, Tillis Playground, J. Fluellen Park, and Rose Hill Playground.
- <u>Substantial Amendment #2:</u> The City of Columbus proposes to allocate \$250,000 in CDBG funding to the Housing Authority of Columbus, Georgia (HACG). This funding will be used to assist demolition and additional sitework for the redevelopment of Chase Homes located at 120 20th Street, Columbus.

The public notice was published in the Ledger Enquirer on February 12, 2020, and the required 30-day public comment period expired on March 14, 2020. A public meeting was also held on February 18, 2020.

<u>Analysis</u>: A resolution is needed to authorize the filing of the proposed substantial amendments to HUD's Program Year 2017/City's FY 2018 Annual Action Plan & Program Year 2019/City's FY 2020 Annual Action Plan.

Financial Considerations: The sources of federal funding and programs are the Community Development Block Grant (CDBG).

Legal Considerations: Council must approve the Application for funding for a substantial amendment.

<u>Recommendations/Actions:</u> Approve the attached Resolution authorizing the filing HUD's Program Year 2017/City's FY 2018 Annual Action Plan & Program Year 2019/City's FY 2020 Annual Action Plan.

A RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE FILING OF SUBSTANTIAL AMENDMENTS TO HUD'S PROGRAM YEAR 2017/CITY'S FY 2018 & PROGRAM YEAR 2019/CITY'S FY 2020 ANNUAL ACTION PLANS

WHEREAS, the U.S. Department of Housing and Urban Development requires the Consolidated Government of Columbus, Georgia to prepare and submit an Annual Action Plan as part of the City's Consolidated Plan to plan for the use of federal funds to assist lower income residents with housing, jobs and services; and,

WHEREAS, the HUD Program Year 2017/City's FY 2018 Annual Action Plan was approved by Resolution No. 261-17 and the HUD Program Year 2019/City's FY 2020 Annual Action Plan was approved by Resolution No. 161-19; and,

WHEREAS, the substantial amendments to the HUD Program Year 2017/City's FY 2018 & the HUD Program Year 2019/City's FY 2020 Annual Action Plans has been developed as prescribed by the Federal Regulations of the U.S. Department of Housing and Urban Development; and,

WHEREAS, the Consolidated Government of Columbus, Georgia wishes to make amendments to programs administered by the U.S. Department of Housing and Urban Development; and,

WHEREAS, the sources of federal funding and programs are the Community Development Block Grant (CDBG) Program; and,

WHEREAS, according to the City Council adopted Citizen Participation Plan the proposed amendment is considered substantial and requires City Council approval; and,

WHEREAS, the City Council finds that the public interest will be served by the adoption of the proposed substantial amendments to the HUD Program Year 2017/City's FY 2018 Annual Action Plan and the HUD Program Year 2019/City's FY 2020 Annual Action Plan.

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

That the Substantial Amendment to the HUD Program Year 2017/City's FY 2018 Annual Action Plan and the HUD Program Year 2019/City's FY 2020 Annual Action Plan, are hereby approved for filing with the U.S. Department of Housing and Urban Development and further authorizes the City Manager and/or his designee to execute all contracts, agreements, and understandings related to the substantial amendments of the HUD Program Year 2017/City's FY 2018 Annual Action Plan and the HUD Program Year 2019/City's FY 2020 Annual Action Plan.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the_____ day of ______, 2020 and adopted at said meeting by the affirmative vote of _____members of said Council.

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Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors
AGENDA SUBJECT:	Dragonfly Connection – MLK Jr. Blvd and 10 th Ave. to the Riverwalk
AGENDA SUMMARY:	Approval is requested to authorize the next Columbus Dragonfly Trails connector that will connect Martin Luther King Jr. Blvd. at 10 th Ave. to the Riverwalk.
INITIATED BY:	City Manager's Office

<u>Recommendation</u>: Approval is requested to authorize the next Columbus Dragonfly Trails connection that will connect Martin Luther King Jr. Blvd. at 10th Ave. to the Riverwalk.

Background: The Friends of the Dragonfly Trails Fund located at the Community Foundation of the Chattahoochee Valley and the City of Columbus has partnered with the PATH Foundation Inc. to develop and expand the trail network within the city of Columbus. The Friends of the Dragonfly Trails have funded an Executive Director to focus efforts on the marketing, education and expansion of the Dragonfly Trails. The Fund has paid for the engineering and design of the next proposed trail connection from Martin Luther King Jr. Blvd at 10th Ave. to the Riverwalk. The Dragonfly Trail System has been a catalyst in making Columbus more accessible and connected by providing a safe way for people travel without a vehicle both for necessity and recreation.

<u>Analysis:</u> The current trail network is 30.6 miles with the goal to be 60 miles. The next connection will connect the trail at Martin Luther King Jr. Blvd at 10th Ave. to the Riverwalk as presented to Council on March 10th by Executive Director of the Dragonfly Trails . This connection will add 1.5 miles to the network.

Financial Considerations: Funding is budgeted in the FY20 budget in TSPLOST Discretionary at \$850,000 and 1999 SPLOST Liberty District at \$600,000, totaling \$1.45 million.

Legal Considerations: City Council must authorize the next connection.

<u>Recommendation/Action</u>: Approval is requested to authorize the next Columbus Dragonfly Trails connection that will connect Martin Luther King Jr. Blvd. at 10th Ave. to the Riverwalk.

A RESOLUTION

NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA, APPROVING THE DRAGONFLY TRAIL CONNECTION THAT WILL CONNECT MARTIN LUTHER KING JR. BLVD. AT 10TH AVE. TO THE RIVERWALK

WHEREAS, the Dragonfly Trails include 30.6 miles of developed trails; and

WHEREAS, The Executive Director of the Dragonfly Trail System has presented the proposed plan to connect Martin Luther King Jr. Blvd. at 10th Ave. to the Riverwalk; and

WHEREAS, this connection will add 1.5 miles to the current trail network.

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

1. This resolution shall constitute approval of the next trail connection as outlined on the attached map, which is incorporated herein by reference.

2. The use of an estimated \$1,450,000 of TSPLOST Discretionary for Alternative Transportation and 1999 SPLOST, Liberty District, funding budgeted in FY20 is hereby authorized.

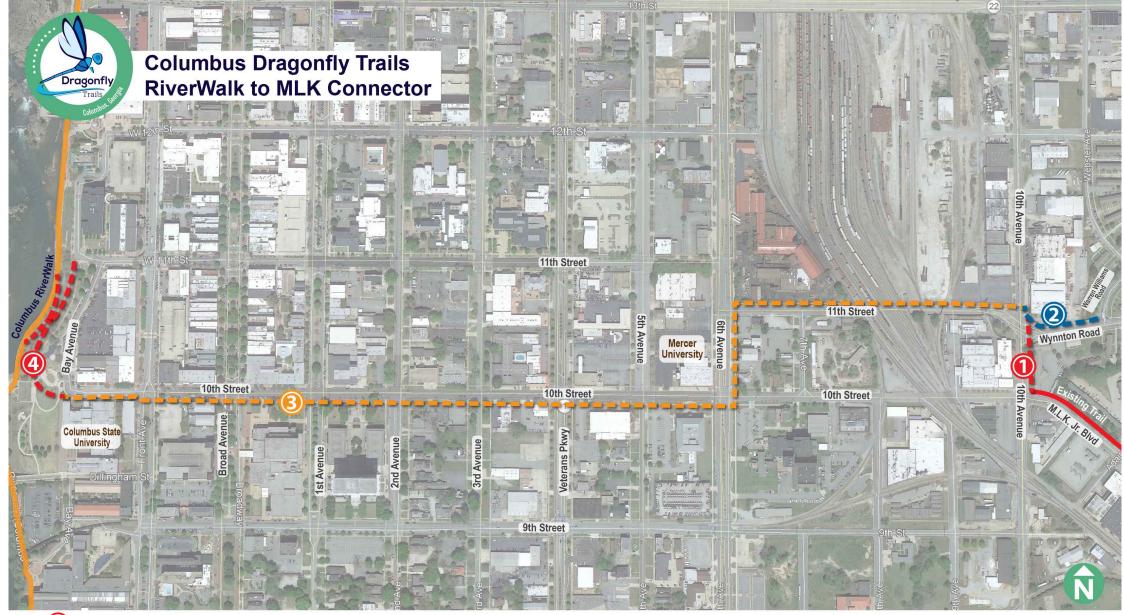
3. The use of existing City right of way along the proposed route is hereby authorized.

4. The City Manager, or his designee, is hereby authorized to enter into any negotiations and execute any documents necessary to obtain the required interests in real property for the project whether through acceptance of a donation or purchase.

5. The Purchasing Division is hereby authorized to proceed with the procurement of services necessary to construct the project.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____day of _____ March 2020 and adopted at said meeting by the affirmative vote of ten members of said Council.

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



- MLK trail on 10th Avenue to Joeys
 Joeys Wynnton Road from 10th Avenue to Warren Williams Road
- 😣 Joeys to Woodruff Park
- **Woodruff Park to RiverWalk**

Total Length = 0.1 mi Total Length = 0.1 mi Total Length = 1.1 mi Total Length = 0.2 mi



Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors		
AGENDA SUBJECT:	FIRE & EMS – FY20 Other Local Option Sales Tax Reallocation		
AGENDA SUMMARY:	Approval is requested to reallocate \$45,050 of the FY20 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from Personal Protective Equipment (Turn out gear), Telephone (wireless service for emergency apparatus) and Software Lease (Staffing software) project to purchase an Emergency Outdoor Warning Siren destroyed from the tornado March 2019.		
INITIATED BY:	Fire & EMS / Finance Department		

Recommendation: Approval is requested to reallocate \$45,050 of the FY20 Other Local Option Sales Tax budget of the Fire & EMS Department from Personal Protective Equipment (Turn out gear), Telephone (wireless service for emergency apparatus) and Software Lease (Staffing software) project to replace an Emergency Outdoor Warning Siren destroyed from the tornado March 2019.

Background: The FY20 Other Local Option Sales Tax Fund budget for the Fire & EMS Department included \$123,520 for the Fire & EMS Personal Protective Equipment (Turn out gear), \$98,750 Telephone (wireless service for emergency apparatus) and \$26,250 Software Lease (Staffing software). As part of the FY20 budget, council approved specific capital outlay to be purchased.

<u>Analysis:</u> Fire & EMS was budgeted at Capital Expenditure \$123,250, Telephone \$98,750 and Software Lease \$26,250 and the awarded contract amount was \$105,930 Capital Expenditure, \$60,564 Telephone and \$24,318 Software Lease. The Personal Protective Equipment (Turn out gear) was budgeted at \$123,250 and the awarded amount was \$105,930 leaving a balance of approximately \$17,590, Wireless Service for Emergency Apparatus was budgeted at \$98,750 and was awarded \$60,564 leaving a balance of approximately \$38,185, and Staffing Software was budgeted at \$26,250 and the awarded was \$24,318 leaving a balance of approximately \$1,932.

Financial Considerations: The balance of the Fire & EMS Personal Protective Equipment (Turn out gear), Wireless Service for Emergency Apparatus and Staffing software can be reallocated to another Other LOST purpose.

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

<u>Recommendations/Actions:</u> Approve a resolution reallocating \$45,050 of the FY20 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from Personal Protective Equipment (Turn out gear), Wireless Service for Emergency Apparatus and Staffing software to purchase an Outdoor Emergency Warning Siren.

A RESOLUTION

NO.

A RESOLUTION REALLOCATING \$45,050 OF THE FY20 OTHER LOCAL OPTION SALES TAX FUND BUDGET OF THE FIRE & EMS DEPARTMENT FROM PERSONAL PROTECTIVE EQUIPMENT (TURN OUT GEAR), WIRELESS SERVICE FOR EMERGENCY APPARATUS AND STAFFING SOFTWARE TO PURCHASE AN OUTDOOR EMERGENCY WARNING SIREN FROM MOBILE COMMUNICATIONS AMERICA, INC;

WHEREAS, the FY20 Other Local Option Sales Tax budget for the Fire & EMS included \$123,520 for the Fire & EMS Personal Protective Equipment (Turn out gear), \$98,750 Telephone (wireless service for emergency apparatus) and \$26,250 Software Lease (Staffing software); and,

WHEREAS, the bid for the Personal Protective Equipment (Turn out gear) was purchased for \$105,930, Wireless Service for Emergency Apparatus \$60,564 Telephone and \$24,318 Software Lease; and,

WHEREAS, Fire & EMS requests to reallocate \$45,050 of the FY20 Other Local Option Sales Tax Fund budget of the Fire & EMS Department from Personal Protective Equipment (Turn out gear), Wireless Service for Emergency Apparatus and Staffing Software to purchase an Outdoor Emergency Warning Siren in the amount of \$45,050.

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

That the Fire & EMS is hereby authorized to reallocate \$45,050 in order to purchase an Outdoor Emergency Warning Siren in the amount of \$45,050 from Mobile Communications America, Inc.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the____ day of _____, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Central of Georgia Railroad Agreement – TIA Project No: 0011436 (Spiderweb)
AGENDA SUMMARY:	Approval is requested to enter into an agreement with the Central of Georgia Railroad to ensure the coordination of construction activities while protecting the railroad line from any potential damage. The City shall reimburse the Central of Georgia Railroad for costs associated with the maintenance, engineering, safety, and construction related to this agreement for a total of \$1,787,737. All work under this agreement shall be performed by the Central of Georgia Railroad.
INITIATED BY:	Planning Department

<u>Recommendation</u>: Approval is requested to enter into an agreement with the Central of Georgia Railroad to construct the necessary improvements for TIA Project No:0011436.

Background: In 2012 the voters of Columbus under the Transportation Investment Act (TIA) approved the construction of a new bridge that would span the Central of Georgia Railroad on Buena Vista Road. The bridge will be constructed near the intersections Andrews, Morris, and Illges Roads or more commonly the area known as the "Spiderweb". The project will eliminate the existing at grade crossing while providing a better flow of traffic. Phase I of the \$42,000,000 project was recently approved by the City Council for the construction of improvements west of the railroad line. Phase II, which includes the construction of construction activities while protecting the railroad line from any potential damage.

<u>Analysis:</u> Central of Georgia Railroad requires that an agreement be entered into prior to the construction of the bridge. The agreement provides not only the specification for the overall project, but also requires that any railroad maintenance, engineering, safety, and construction costs it incurs to protect its property, be the sole responsibility of the City. All of this work will be performed by the Railroad.

Financial Considerations: The costs associated with this agreement are based upon estimates provided by the Central of Georgia Railroad to perform the necessary work and are expected to be \$1,787,737. Funding is available under TIA fund TSPL 60004 20150.

Legal Considerations: This is a required agreement from the railroad in order to perform the necessary construction activities over or near this rail line.

<u>Recommendation/Action</u>: Authorize the City Manager to enter into an agreement with the Central of Georgia Railroad to construct the necessary improvements for TIA Project No:0011436.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE CENTRAL OF GEORGIA RAILROAD FOR PURPOSES OF CONSTRUCTING THE NECESSARY IMPROVEMENTS NEEDED FOR THE TRANSPORTATION INVESTMENT ACT (TIA) PROJECT NO: 0011436.

WHEREAS, in 2012 the voters of Columbus under the Transportation Investment Act (TIA) approved the construction of a new bridge that would span the Central of Georgia railroad on Buena Vista Road; and,

WHEREAS, it is necessary to enter into an agreement with the Central of Georgia Railroad for the construction of the bridge that ensures the protection of the railroad's property and interests and,

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

That the City Manager is hereby authorized to enter into an agreement with the Central of Georgia Railroad to ensure the coordination of construction activities while protecting the railroad line from any potential damage. The City shall reimburse the Central of Georgia Railroad for costs associated with the maintenance, engineering, safety, and construction related to this agreement for a total of \$1,787,737. All work under this agreement shall be performed by the Central of Georgia Railroad.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ______ day of ______, 2020 and adopted at said meeting by the affirmative vote of ______ members of said Council

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

PI No. 0011436, Muscogee County RR File #: BR1112131

THIS AGREEMENT, made and entered into_____, by and between,

CENTRAL OF GEORGIA RAILROAD COMPANY, a Corporation, chartered in the State of Georgia, hereinafter styled the RAILROAD, party of the first part.

COLUMBUS CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia, hereinafter styled the LOCAL GOVERNMENT, party of the second part.

WITNESSETH that:

WHEREAS, the LOCAL GOVERNMENT proposes under the above written project number to grade separate the existing Buena Vista Road at-grade railroad crossing in Columbus, Muscogee County, Georgia. A temporary at-grade crossing will be constructed to maintain vehicular traffic during bridge construction; and

WHEREAS, work will be required on RAILROAD property including removing the existing atgrade crossing and the construction of a new bridge to carry Buena Vista road above the tracks of the railroad at railroad inventory number 718915T and make improvements to the existing Ace Way at-grade crossing at railroad inventory number 726273C, in the vicinity of RAILROAD Mileposts M-288.10 & M-287.95; and

WHEREAS, said work will require the RAILROAD to perform construction engineering, track work, signal work, flagging, and accounting/billing, which the RAILROAD is willing to perform in accordance with the estimate attached hereto; and

WHEREAS, the RAILROAD is in agreement with the LOCAL GOVERNMENT'S project and plans; and

WHEREAS, the New Overpass Bridge will be owned by the LOCAL GOVERNMENT and will be maintained by the LOCAL GOVERNMENT; and

WHEREAS, the RAILROAD is willing to grant the LOCAL GOVERNMENT temporary easement(s) for this work as provided for herein as necessary for roadway construction and maintenance during construction of grade separation structures in accordance with O.C.GA. 32-6-196; and

WHEREAS, acquisition of RAILROAD property required for roadway right-of-way and easements is being handled separate from this agreement; and

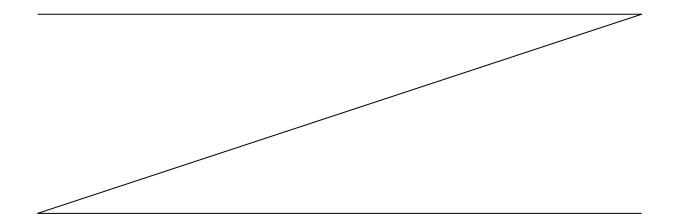
NOW THEREFORE, the PARTIES HERETO, each in consideration of the premises above and of the covenants of the other as hereinafter expressed and contained, do hereby contract and agree each with the other as follows:

- It is specifically understood that the project number shown above is for the LOCAL GOVERNMENT's identification purposes only and may be subject to change by the LOCAL GOVERNMENT. In the event it becomes necessary for the LOCAL GOVERNMENT to assign a different project number, the LOCAL GOVERNMENT will notify the RAILROAD and the LOCAL GOVERNMENT of the new project designation. Such change in project designation shall have no effect whatsoever on any other terms of this agreement.
- 2) RAILROAD to the extent that its present right, title and interest permits or enables it so to do and without warranty hereby grants to LOCAL GOVERNMENT an easement across its right-of-way for the purpose of constructing said overpass(es) and approaches thereto, all as shown on the project plans and in accord with the specifications and special provisions. Said project plans, specifications and special provisions, which are identified by the project number shown above, as finally approved by the RAILROAD and the LOCAL GOVERNMENT, are hereby made a part hereof by reference. Said easement for construction is more particularly described as shown on project plan sheets which are attached hereto and made a part hereof. Such temporary easements shall be provided by RAILROAD to LOCAL GOVERNMENT at no cost, charge or expense, whatsoever.
 - a) Such temporary easements hereby granted at no cost, charge or expense to the LOCAL GOVERNMENT by the RAILROAD are limited to the use for highway purposes of space required for approaches to said bridge(s) and for columns, foundations and other parts of the bridge(s) and is limited vertically by a horizontal surface 20 feet above the roadway surface of said bridge and approaches, together with the use of additional space for aforesaid purpose and for access to the highway facilities for maintenance purposes, it being understood that the easement shall not restrict the RAILROAD from utilizing the air space under said bridge(s) for railroad operations and for wire lines or other facilities. All other rights are reserved unto the RAILROAD.
 - b) LOCAL GOVERNMENT, in its maintenance of the highway facilities, agrees to obtain permission from the RAILROAD before undertaking any work which may interfere with or be a real or potential hazard to the passage of trains or other railroad operations.
 - c) RAILROAD agrees to notify the LOCAL GOVERNMENT prior to undertaking the use of air space over the easement and prior to starting the construction of any fixed installation, other than its customary signal and communication facilities, within 8 feet of the underside of said bridge(s) or within 15 feet of said easement, it being understood that such use will afford reasonable protection and safety to the highway facilities and highway traffic and will not unreasonably interfere with lighting, ventilation and maintenance of the highway facilities by the LOCAL GOVERNMENT.
 - 3) LOCAL GOVERNMENT will construct and maintain said overpass bridge(s) together with approaches thereto in accordance with the plans, specifications and special provisions which are identified by the project number shown above, approved by all parties, and made a part of this agreement by reference. LOCAL GOVERNMENT further agrees that said work shall be done and performed in accordance with the reasonable requirements of RAILROAD in such manner as to prevent interruption of, interference with, or danger or delay to railroad operations.

- 4) The LOCAL GOVERNMENT will construct and maintain, including necessary grading and drainage, in good and safe condition the temporary highway crossing covered hereby, except for the portion between the rails of said tracks and for two feet on the outer side of the cross ties where RAILROAD will install / adjust the crossing and thereafter this area shall be maintained and the expense thereof shall be borne by such party as may be required to do so under the provisions of applicable law as the same may be amended from time to time.
- 5) The RAILROAD, with its regular construction or maintenance forces and personnel and at its standard schedule of wages and working hours and working in accordance with the terms of its agreements with such employees, will do and perform the work as described in the detailed estimate dated November 6, 2019 for \$ 1,787,737.00, said estimate being attached hereto and made a part of this agreement. Any work to be done and performed by the RAILROAD not to be done and performed by the regular organized forces of the RAILROAD working under current agreements with its employees, shall be subject to the labor regulations applicable to construction contracts for grade separation projects. The amount of the detailed cost estimate(s) attached hereto will be allotted from available funds and written notice given to RAILROAD by LOCAL GOVERNMENT before RAILROAD is authorized to proceed with the work to be performed by RAILROAD under this agreement.
- 6) The LOCAL GOVERNMENT shall pay monthly bills promptly upon receipt and verification thereof by the LOCAL GOVERNMENT. Upon completion of the work the RAILROAD shall submit one final bill to the LOCAL GOVERNMENT and the LOCAL GOVERNMENT shall make a conditional final payment promptly upon verification of the final bill by the LOCAL GOVERNMENT. The RAILROAD will notify the LOCAL GOVERNMENT prior to invoicing any amount that is over the provided estimate.
- 7) The RAILROAD shall provide construction engineering including inspection services as identified and included in the attached estimate. The anticipated scope of services to be provided in connection with construction engineering by consulting engineering firms for the RAILROAD is attached hereto and made a part hereof.
- 8) The LOCAL GOVERNMENT will require its Contractor to abide by the attached Special Provision for Protection of Railway Interests which will be included in his contract and, before commencing said construction on RAILROAD right-of-way or property, to furnish evidence acceptable to the LOCAL GOVERNMENT and the RAILROAD that the Contractor has provided (1) Contractor's Public Liability and Property Damage Liability Insurance, (2) Contractor's Protective Public Liability and Property Damage Liability Insurance and (3) Railroad Protective Liability Insurance in the amounts specified in the Special Provision attached hereto and made a part hereof, all in accord with Part 646, Subpart A, of CFR, current edition, and in a form approved by the LOCAL GOVERNMENT and the RAILROAD.
- 9) The LOCAL GOVERNMENT agrees that it will ensure its Contractor secures any payment or performance bonds required under Section 13-10-60 and 13-10-40 of the Official Code of Georgia Annotated. The LOCAL GOVERNMENT will furnish the RAILROAD a photocopy of the bonds secured for the project upon request. The LOCAL GOVERNMENT

will also furnish the RAILROAD with the address of all contractors and sureties that may be a party to the bonds and will notify the RAILROAD of any subsequent address changes upon request.

- 10) In the event it shall be necessary in connection with or incident to the work of said construction to make any adjustment in facilities of tenants of the RAILROAD, such adjustments shall be handled by the LOCAL GOVERNMENT directly with the owner or owners thereof at no expense to the RAILROAD.
- 11) It is agreed that the LOCAL GOVERNMENT will furnish the RAILROAD the name, address and telephone number of its representative who will be in charge of the work as part of its letter of authorization to proceed with the work covered under this agreement. The RAILROAD agrees to give said representative reasonable prior notice of the dates upon which work will be done in order that work may be properly inspected and documented for audit. Further, the work covered under this Agreement shall be completed no less than the overall completion date as indicated in the construction agreement entered into between the LOCAL GOVERNMENT and the lowest responsive bidder. The LOCAL GOVERNMENT will notify the RAILROAD in writing of this final completion date.
- 12) It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in Muscogee County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.
- 13) The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.
- 14) RAILROAD shall return to the LOCAL GOVERNMENT possession of the warning devices used for the temporary at-grade crossing in the vicinity of the project once the crossing is permanently removed from service.



IN WITNESS WHEROF, the parties have, through duly authorized representatives, entered into this Agreement effective the day and year first written above.

COLUMBUS CONSOLIDATED GOVERNMENT, a Georgia Government Entity

By: _____

Name:_____

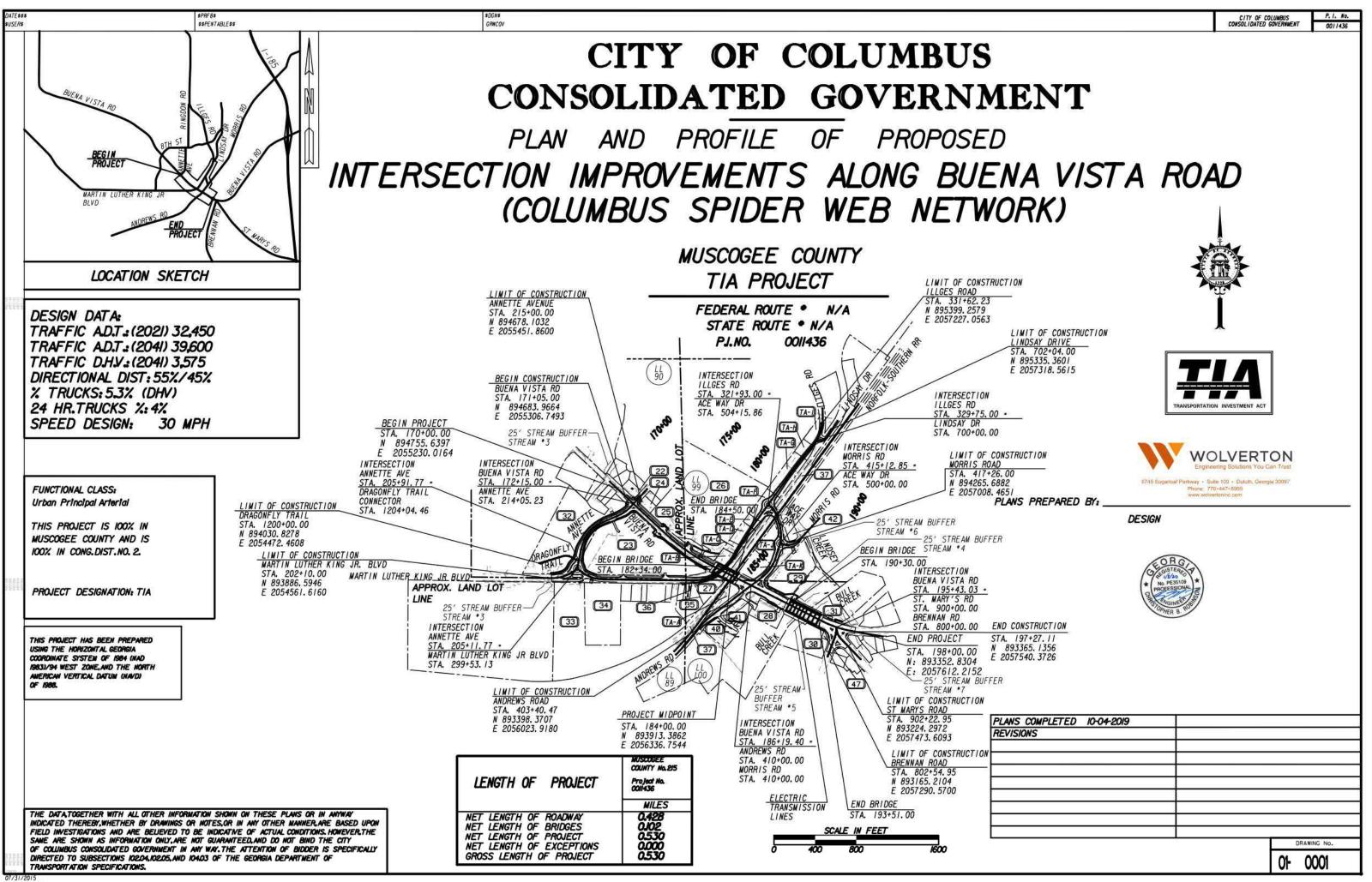
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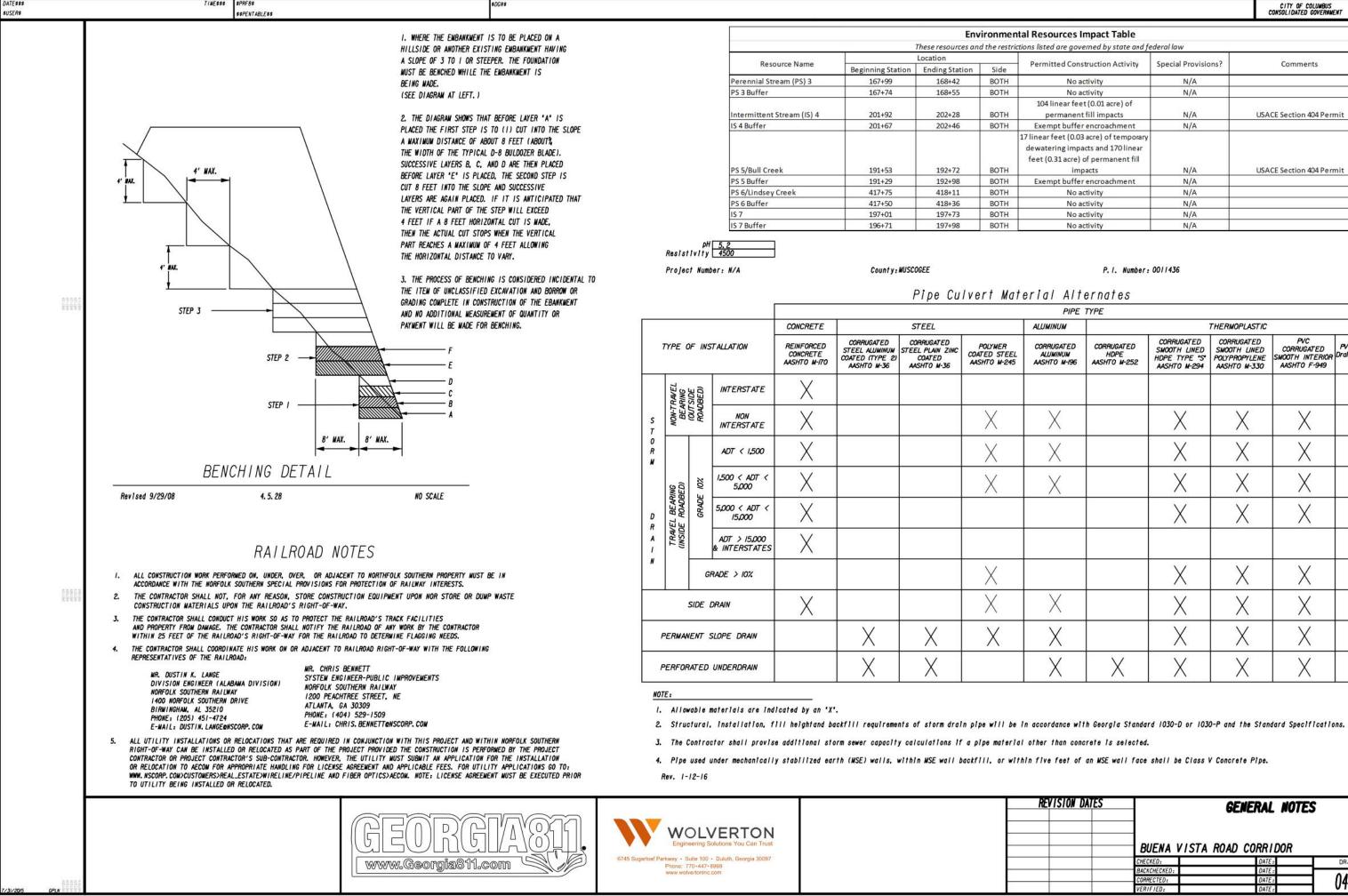
CENTRAL OF GEORGIA RAILROAD COMPANY, a Georgia corporation

By:		
Name:		
Title:		
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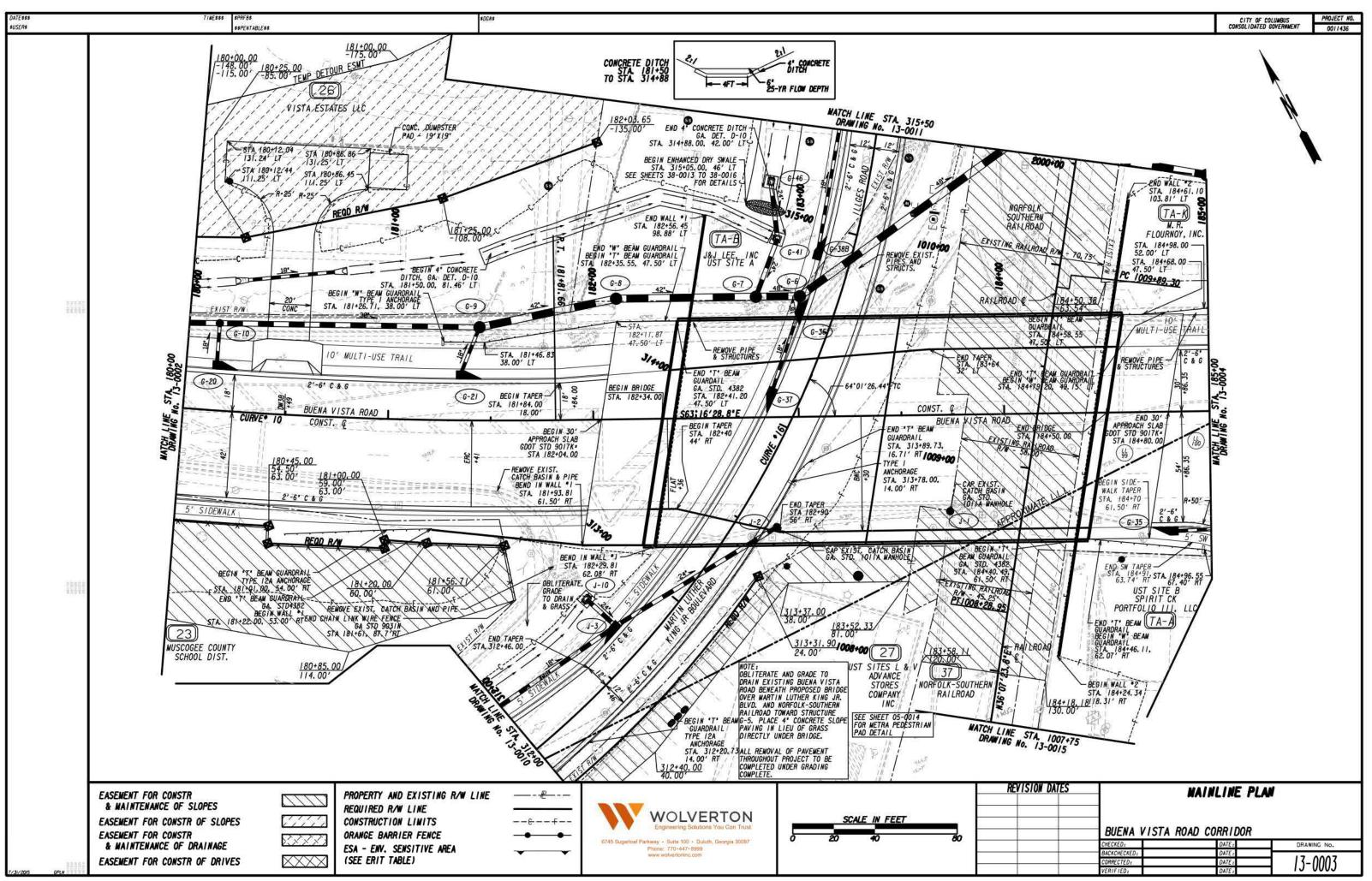
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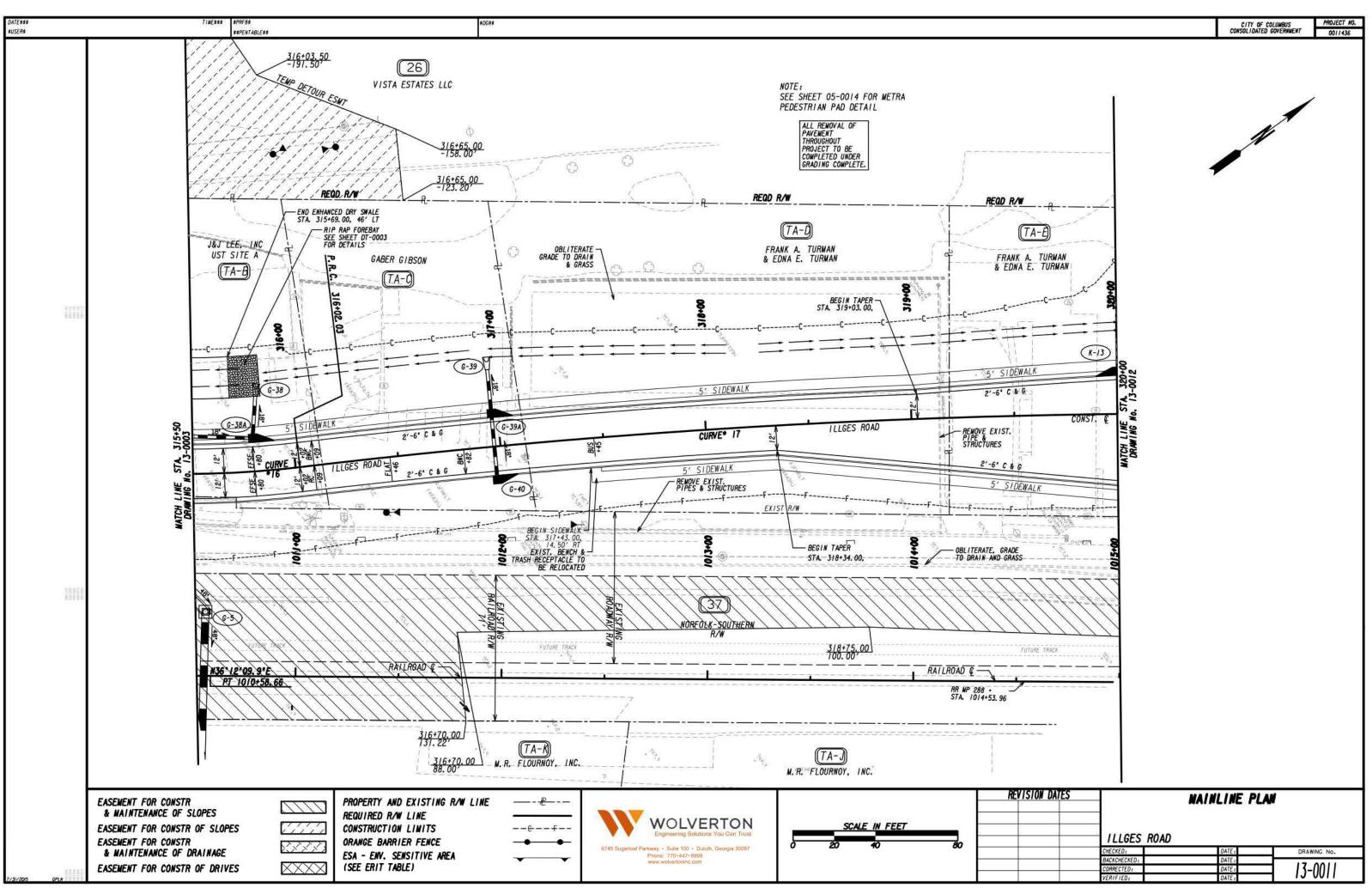
Resources Impact Table		
listed are governed by state and fe	deral law	
ermitted Construction Activity	Special Provisions?	Comments
No activity	N/A	
No activity	N/A	
104 linear feet (0.01 acre) of permanent fill impacts	N/A	USACE Section 404 Permit
Exempt buffer encroachment	N/A	
near feet (0.03 acre) of temporary watering impacts and 170 linear set (0.31 acre) of permanent fill impacts	N/A	USACE Section 404 Permit
Exempt buffer encroachment	N/A	
No activity	N/A	

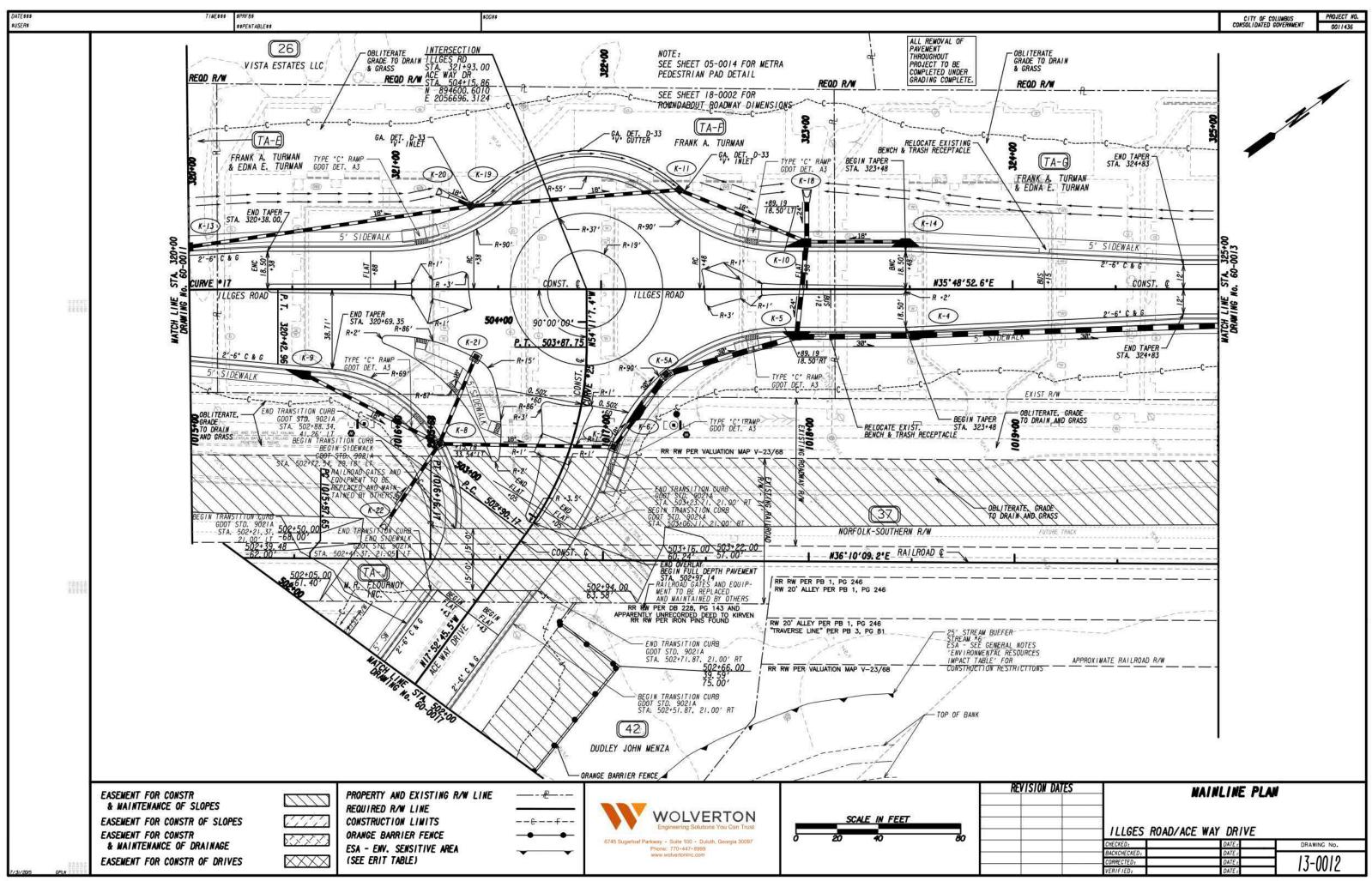
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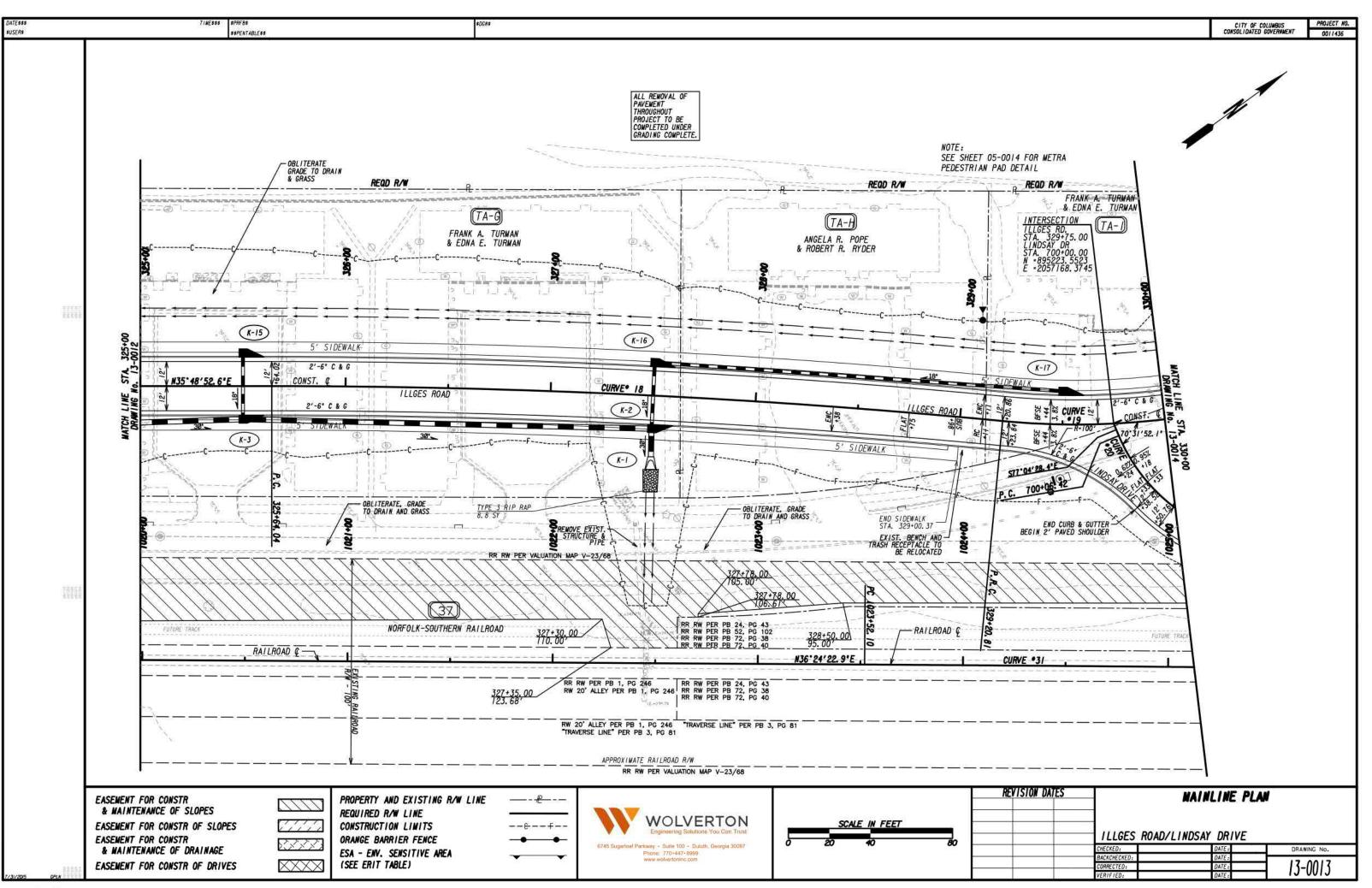
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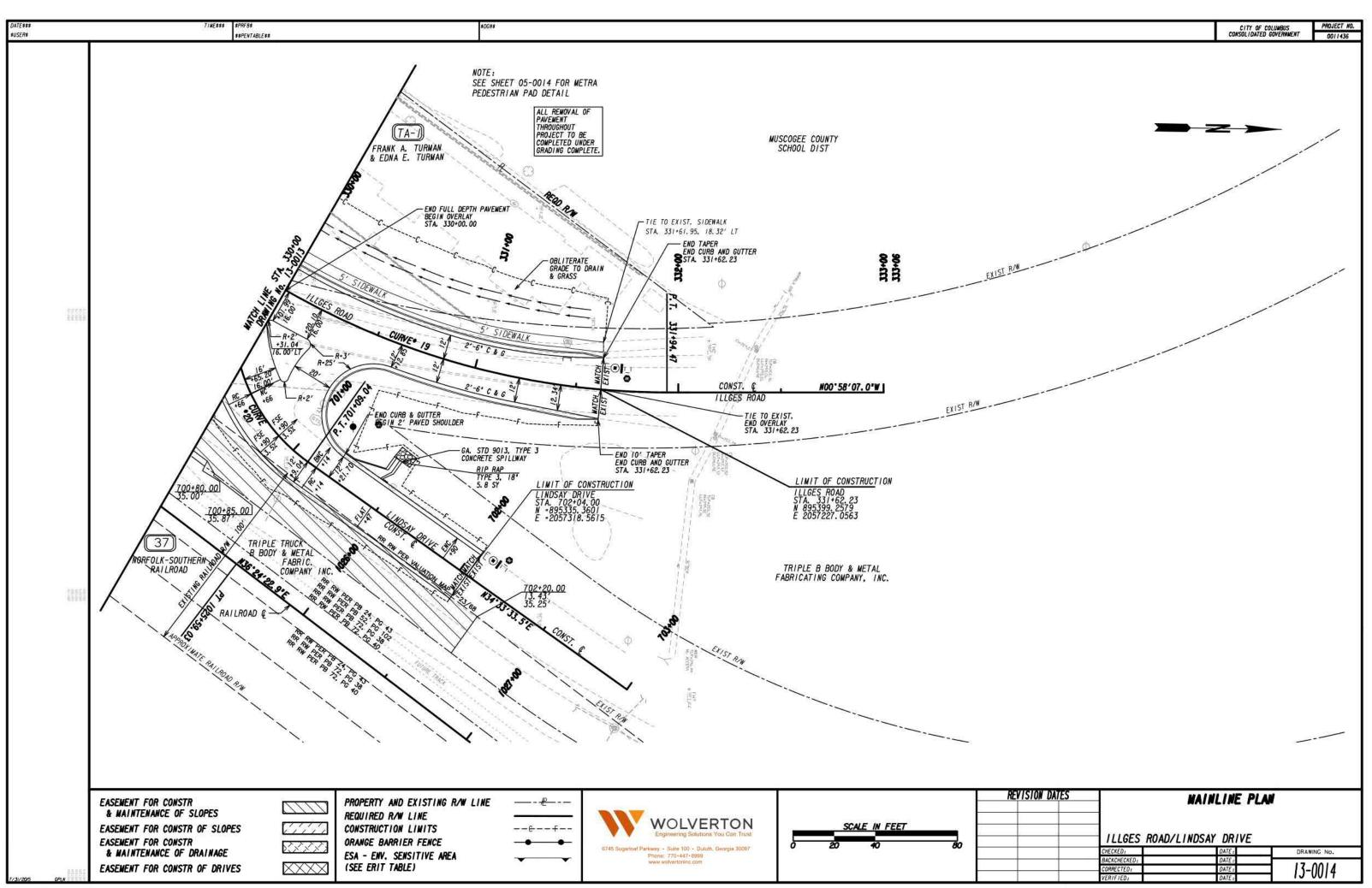
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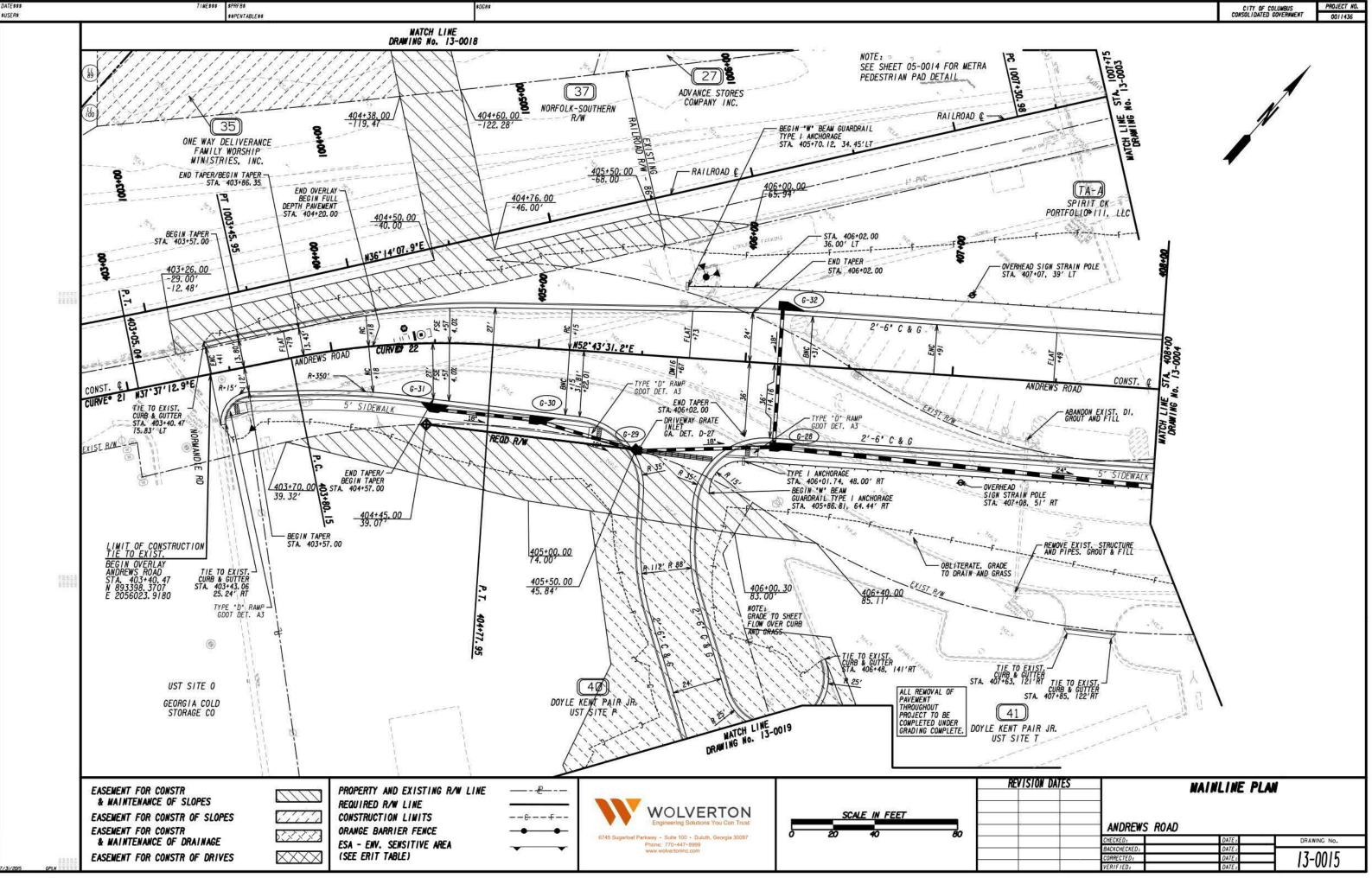




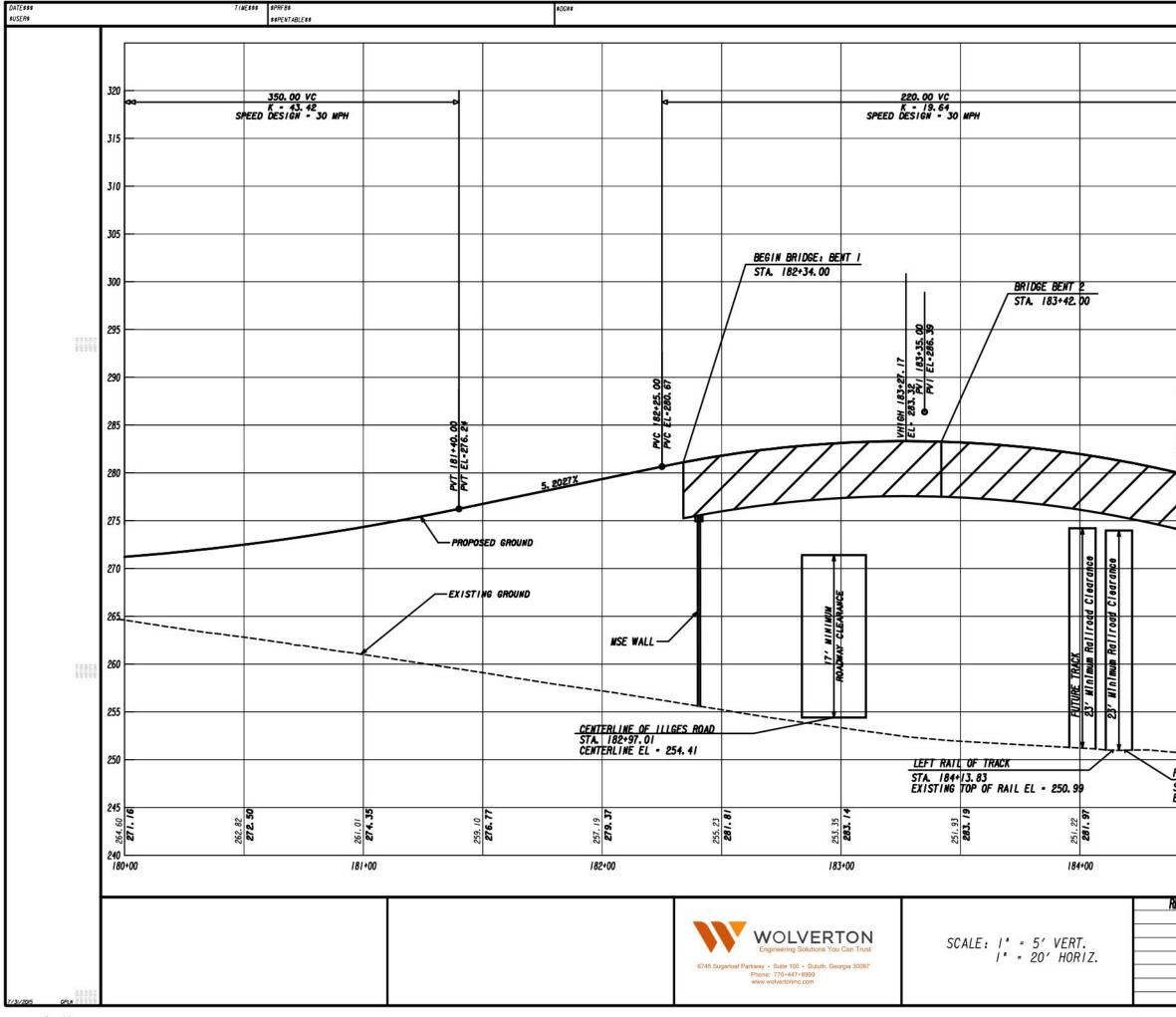




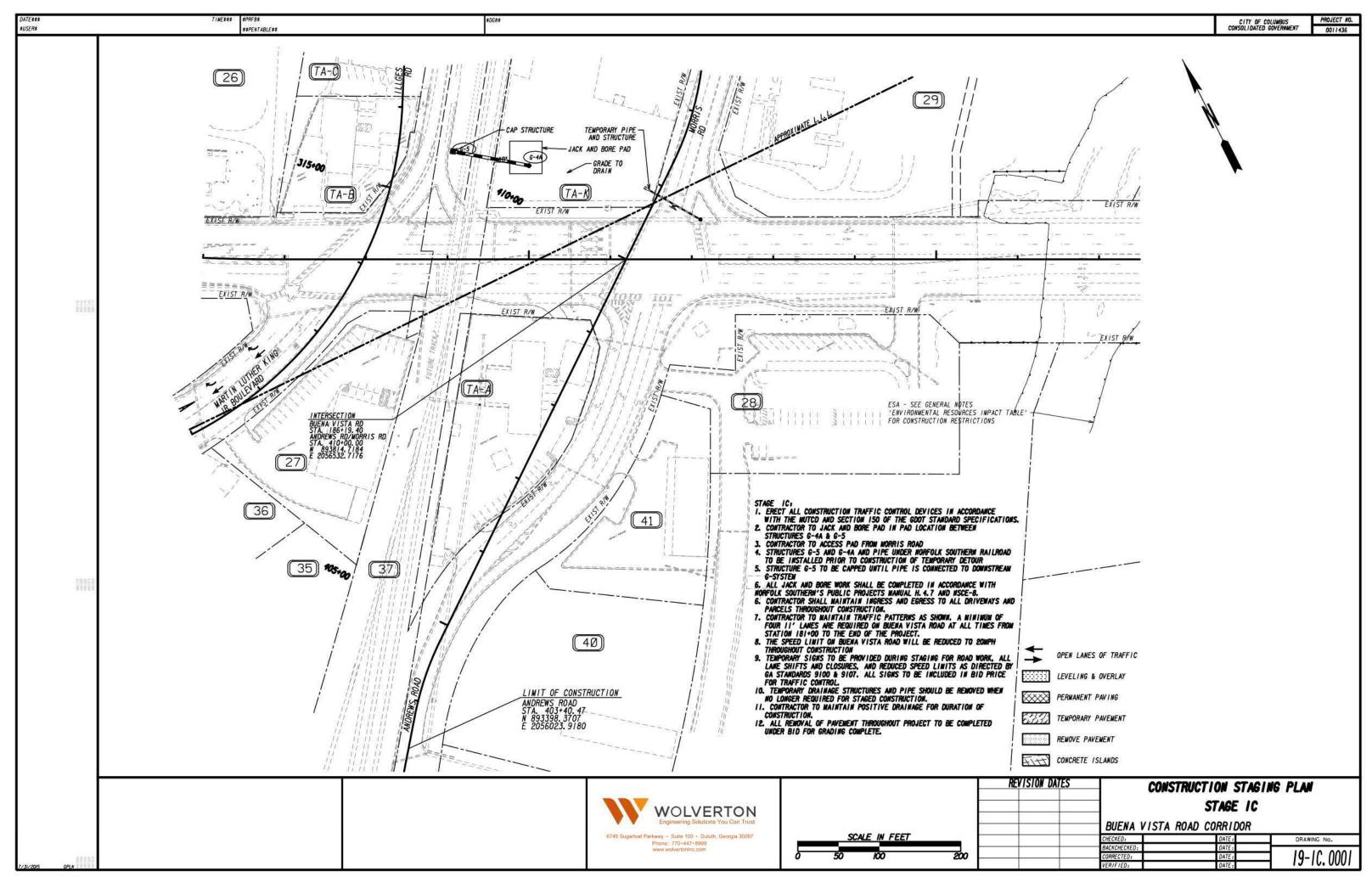


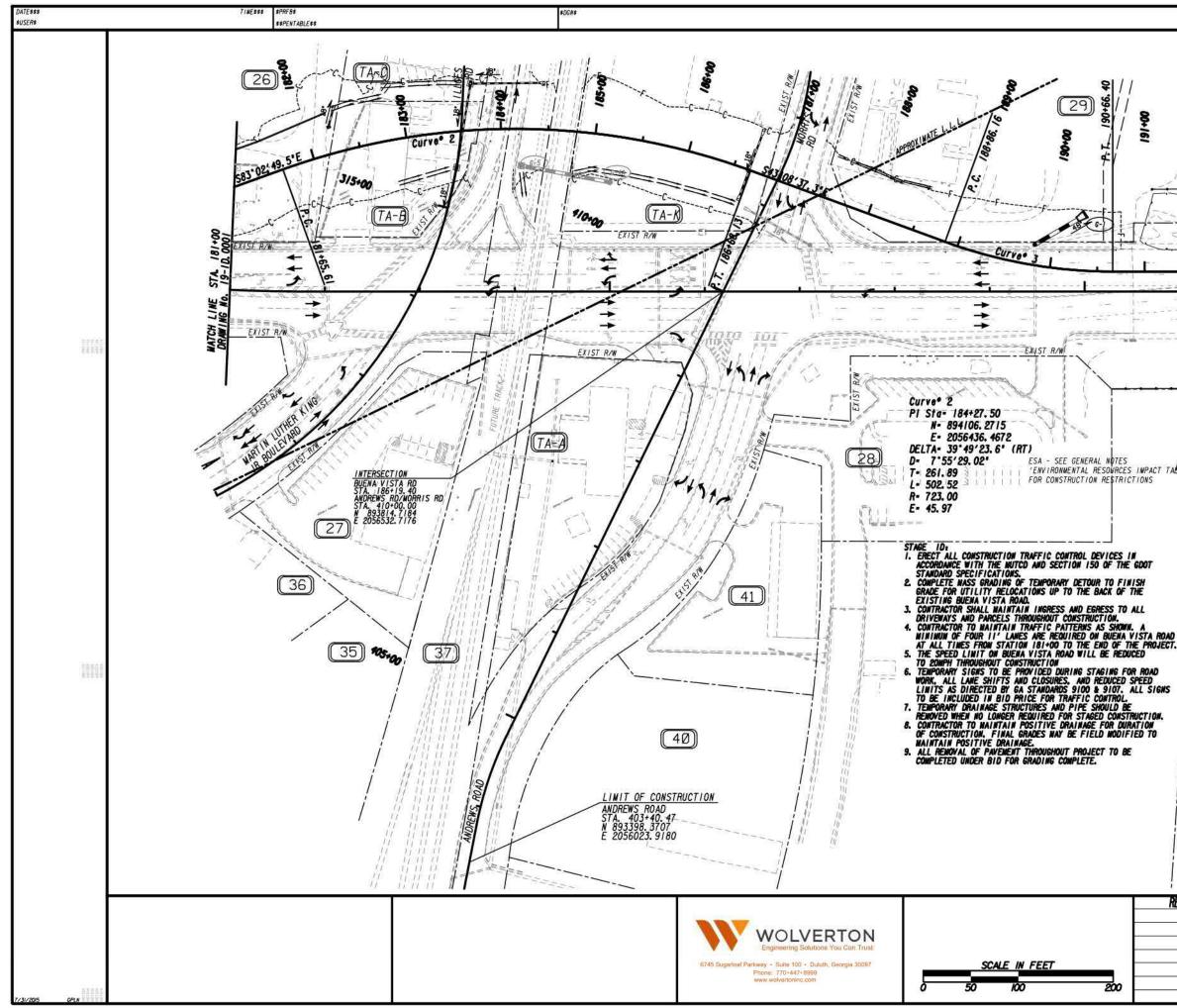


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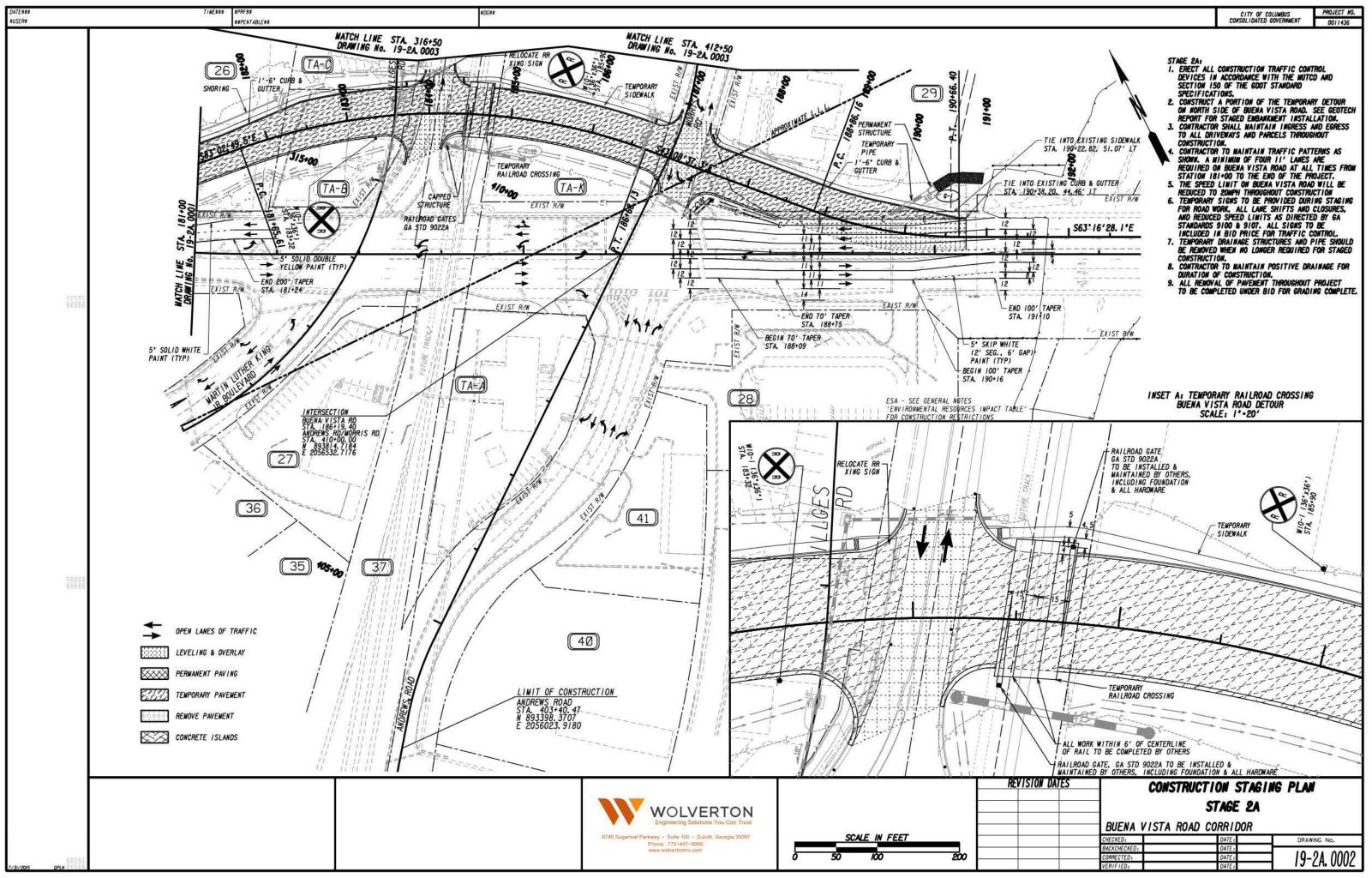


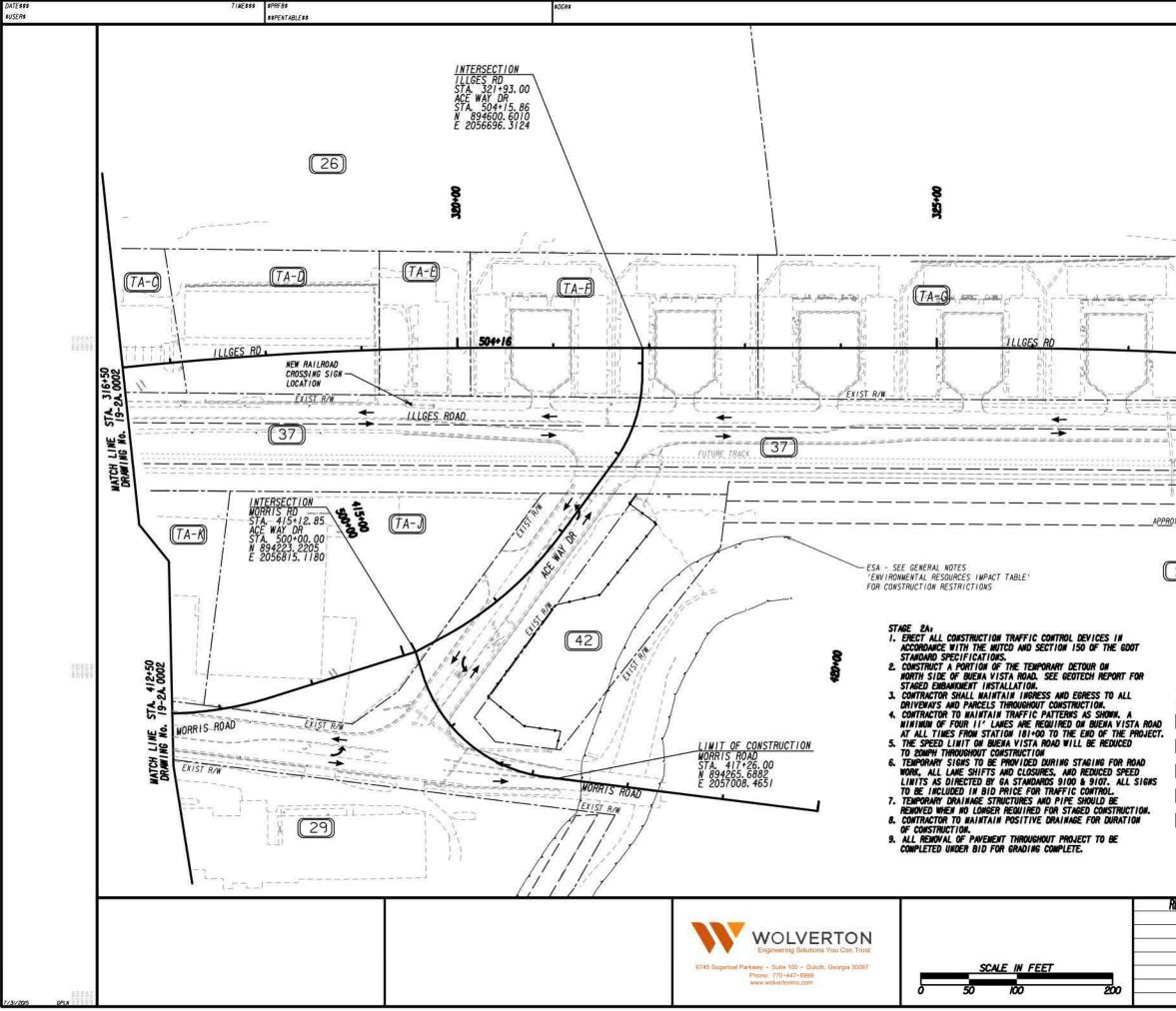
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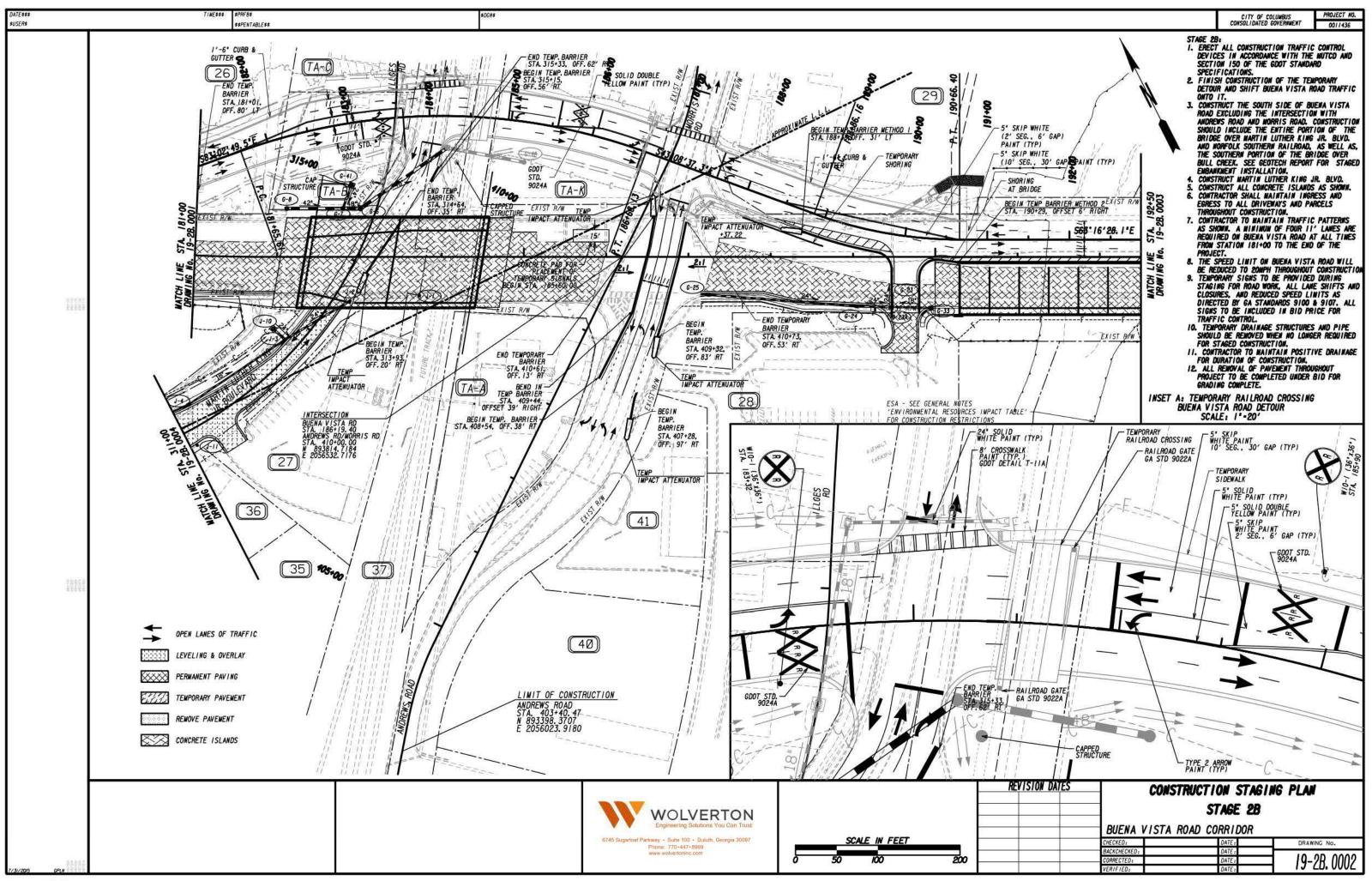


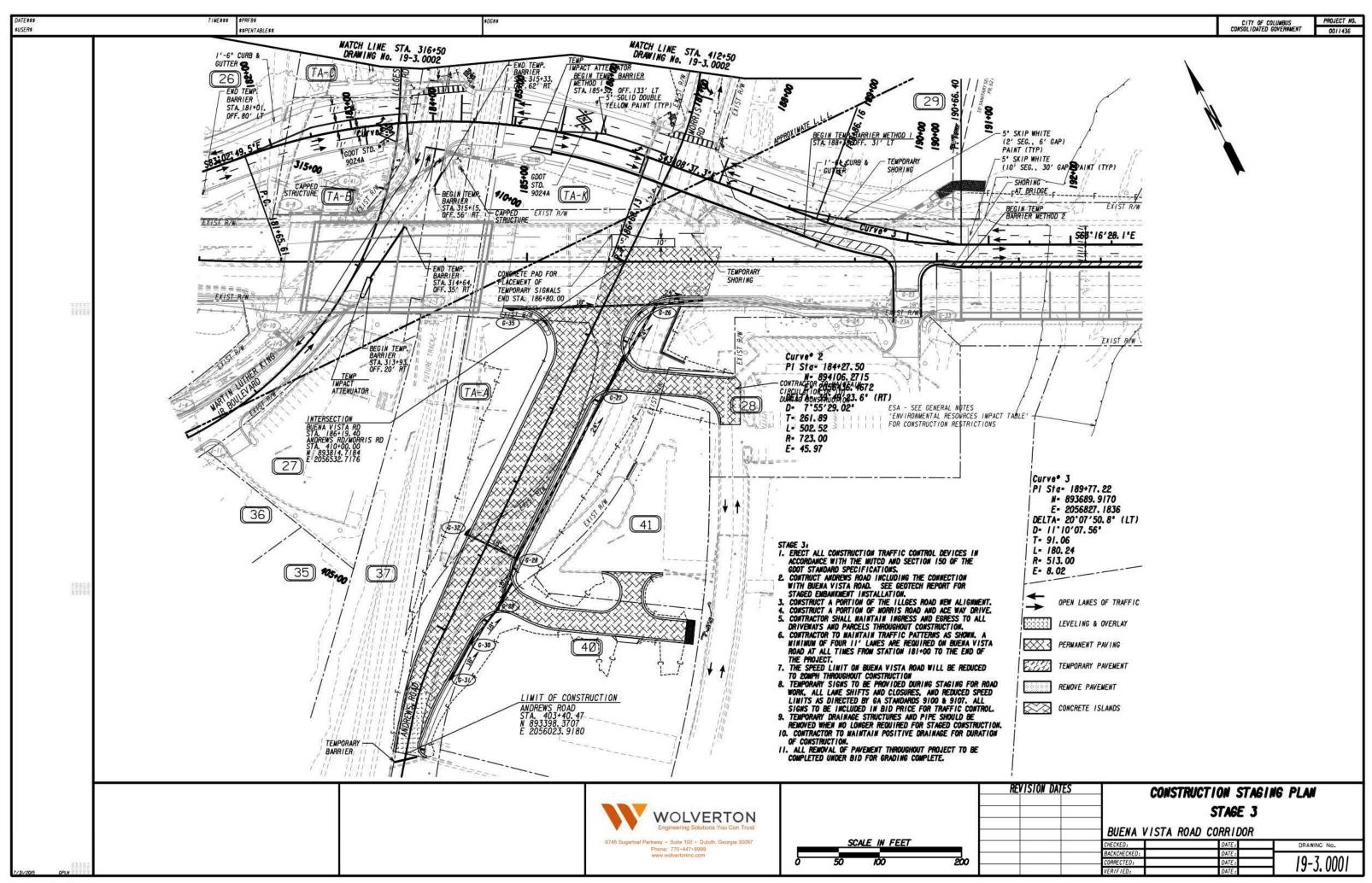
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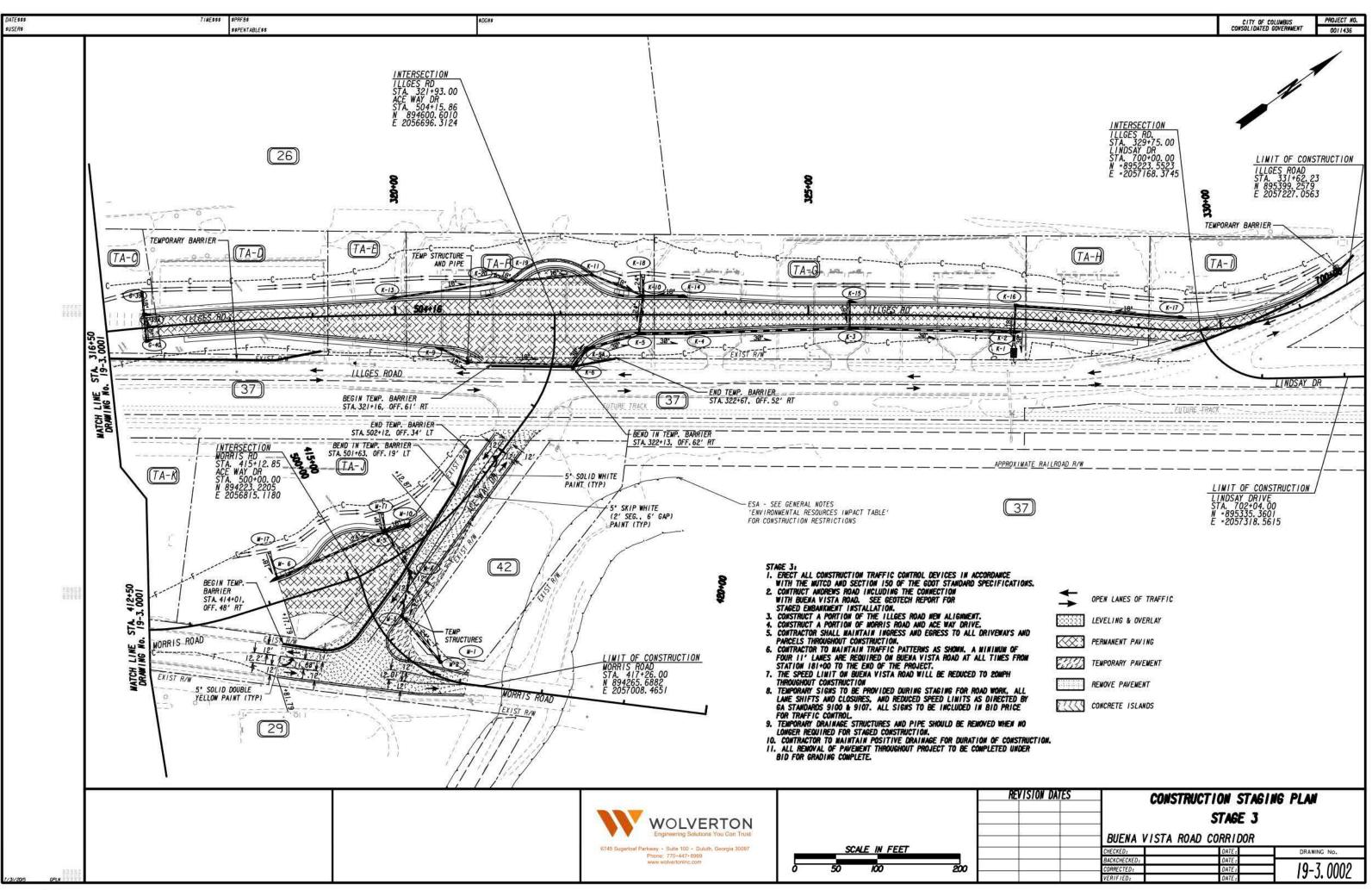


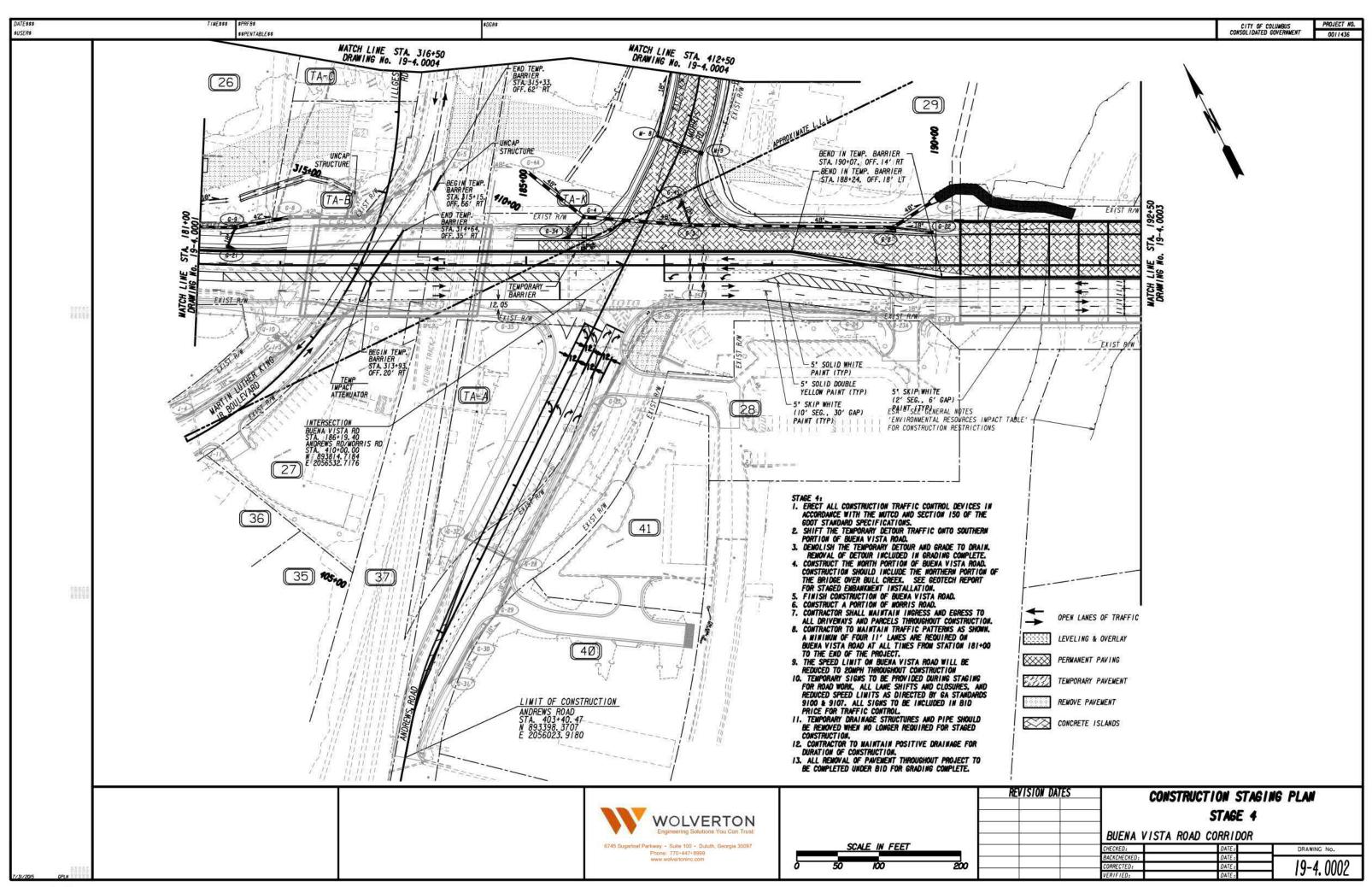


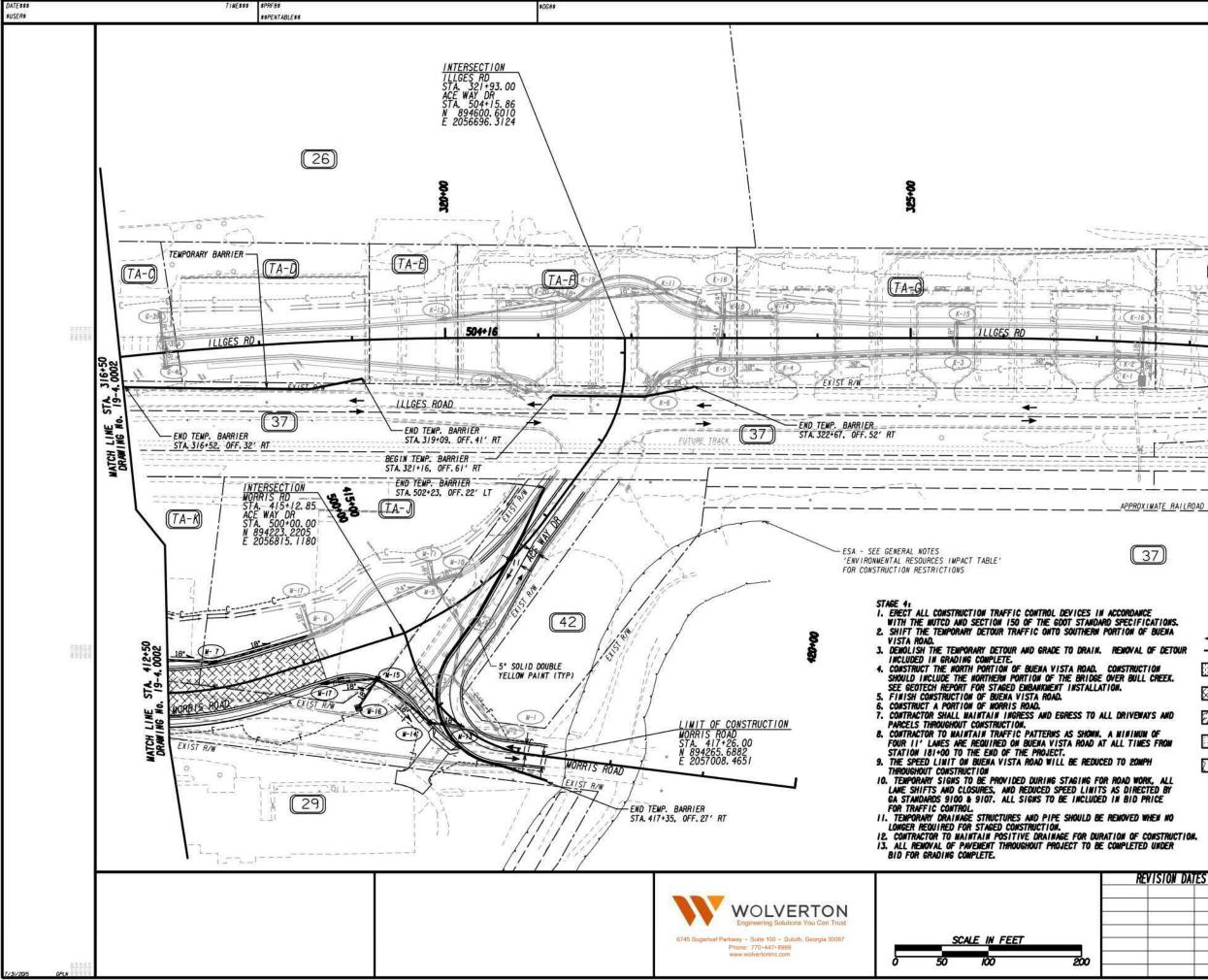
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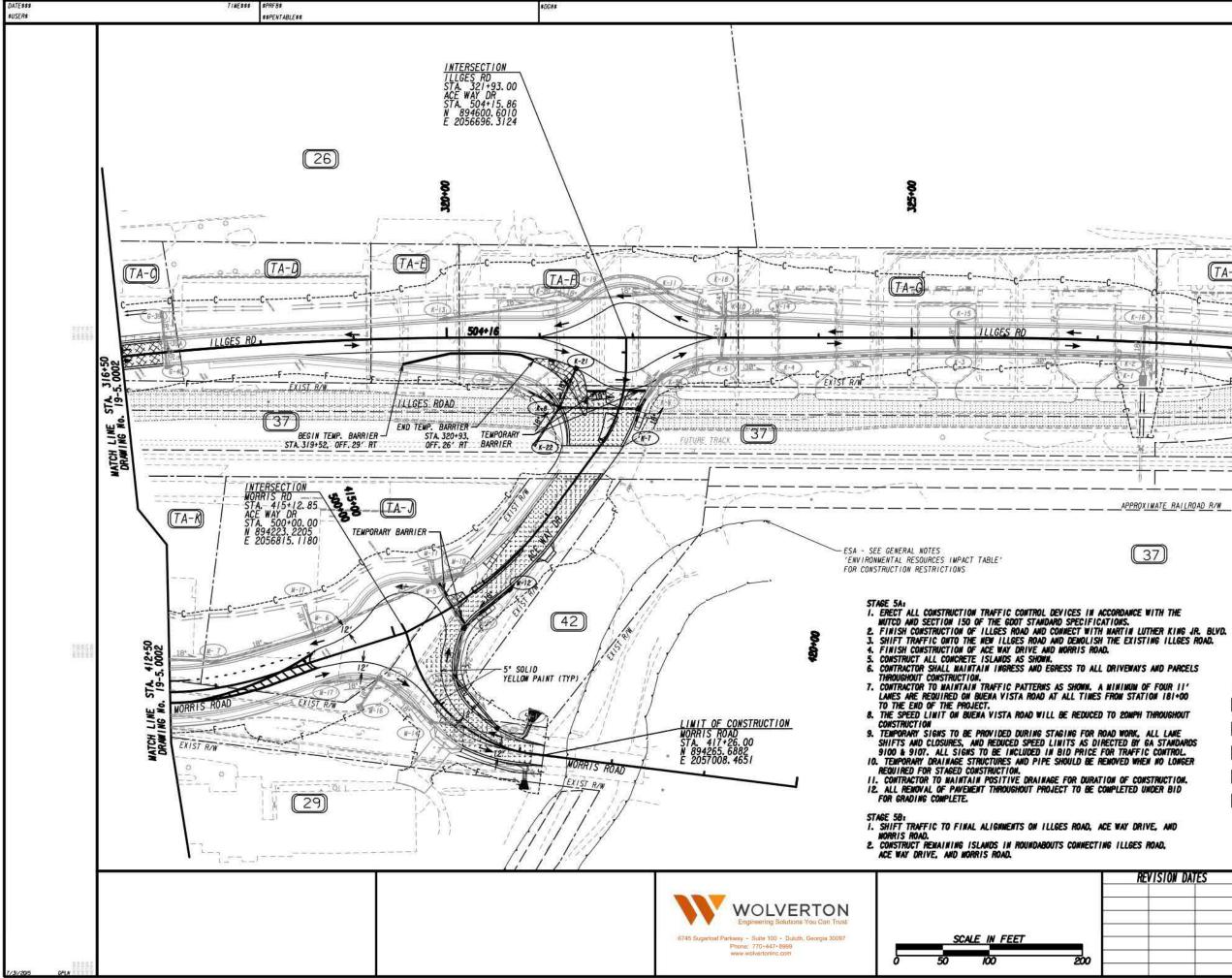




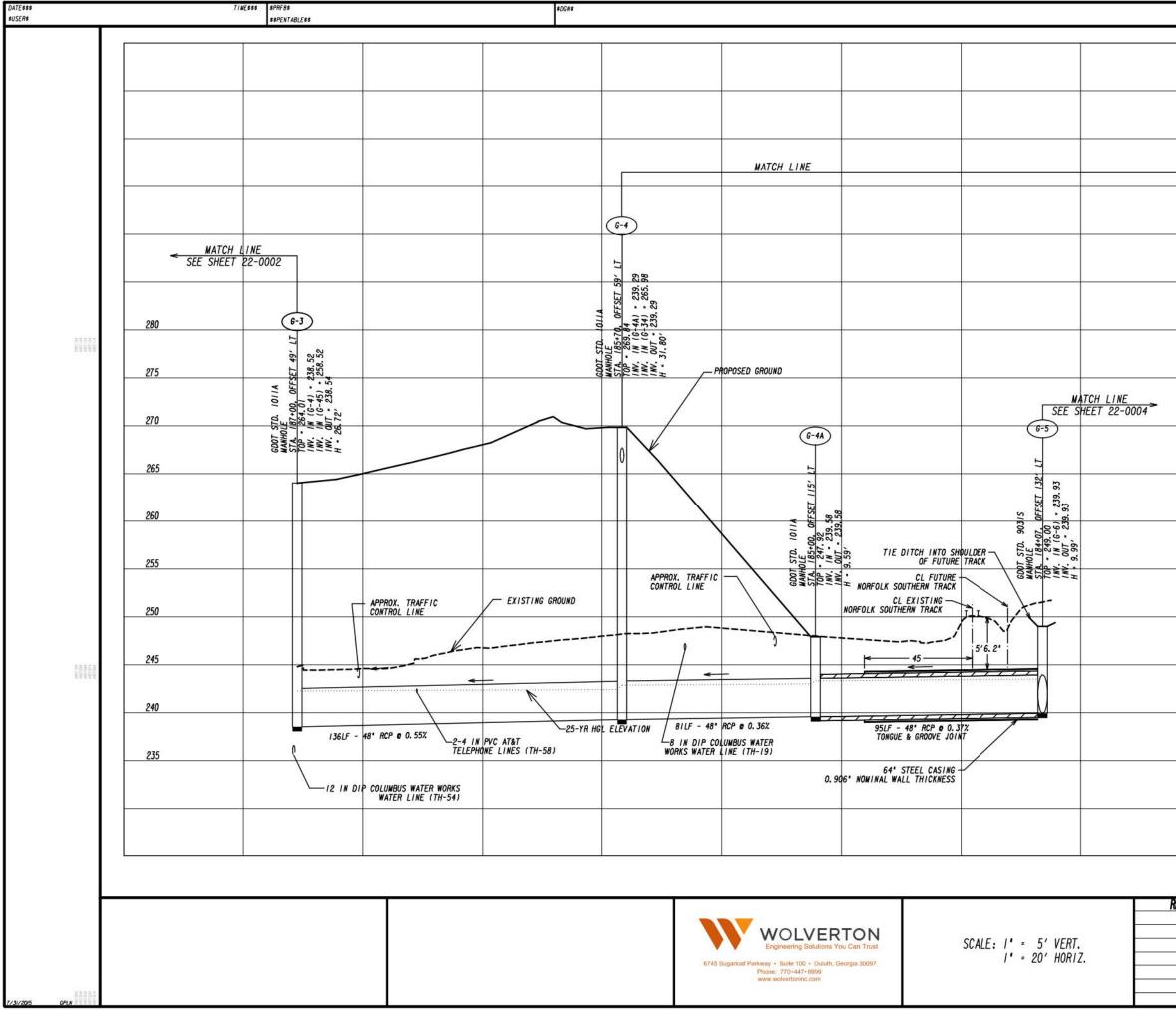




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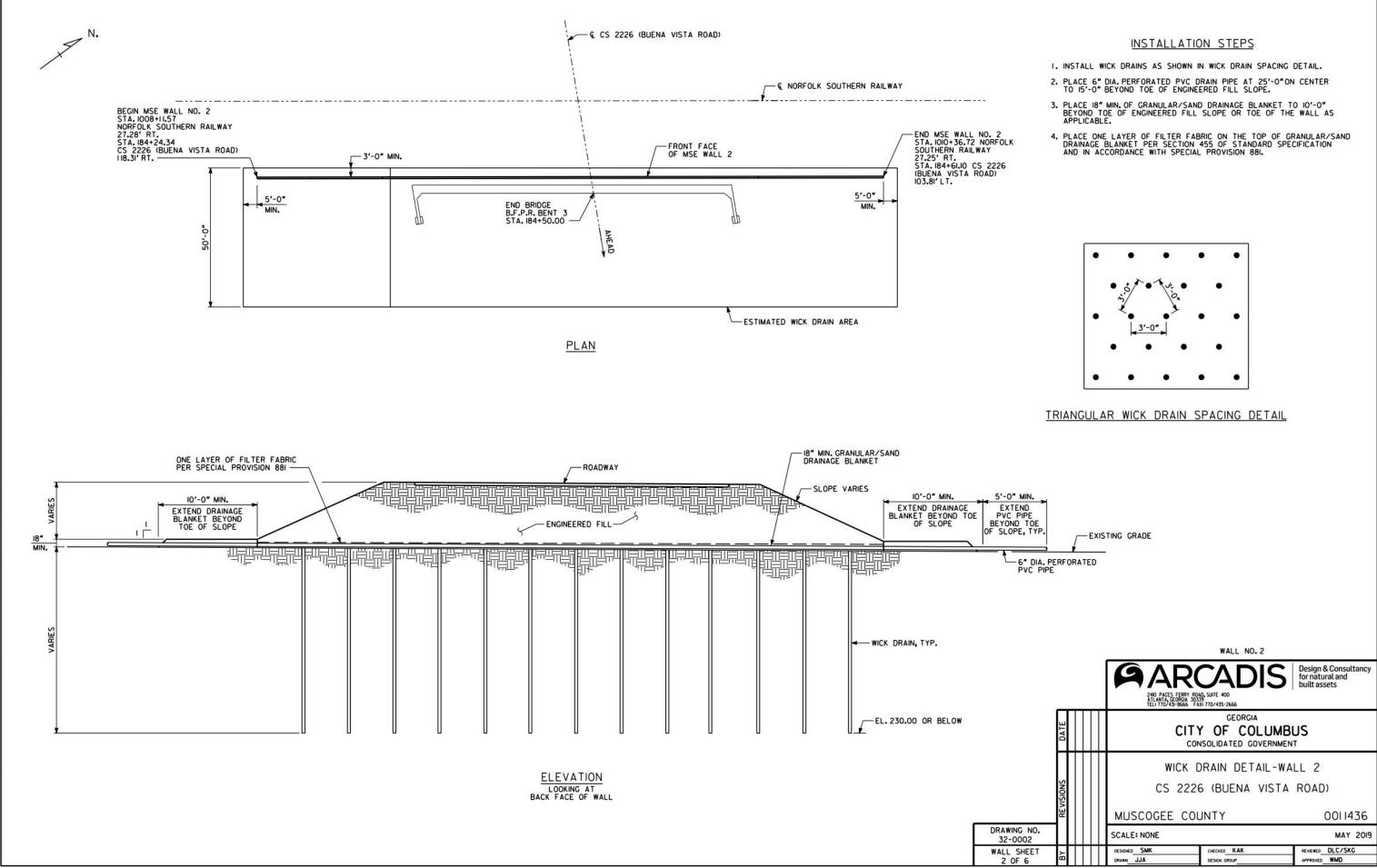


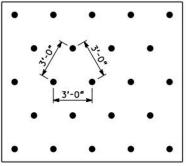
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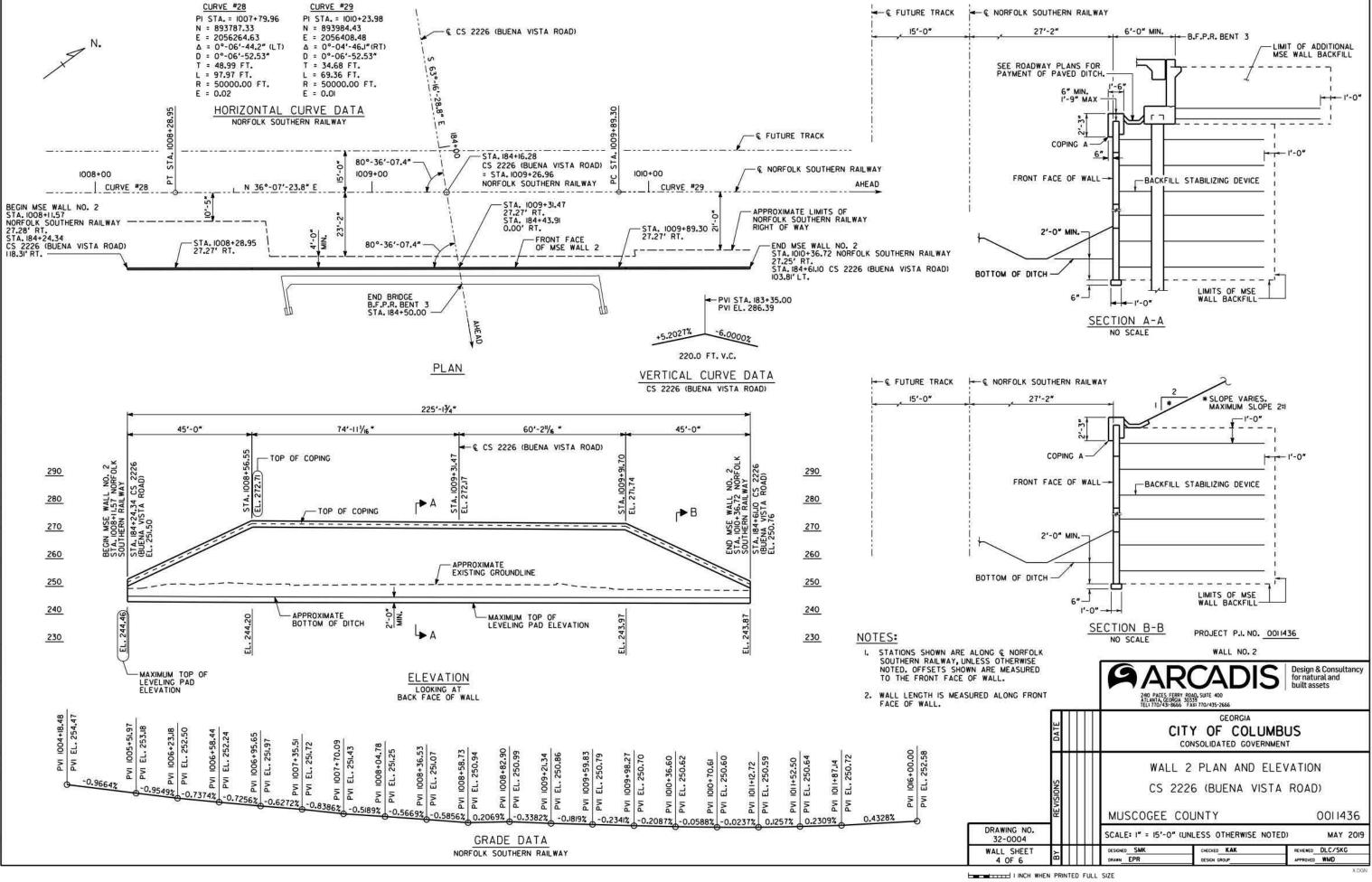
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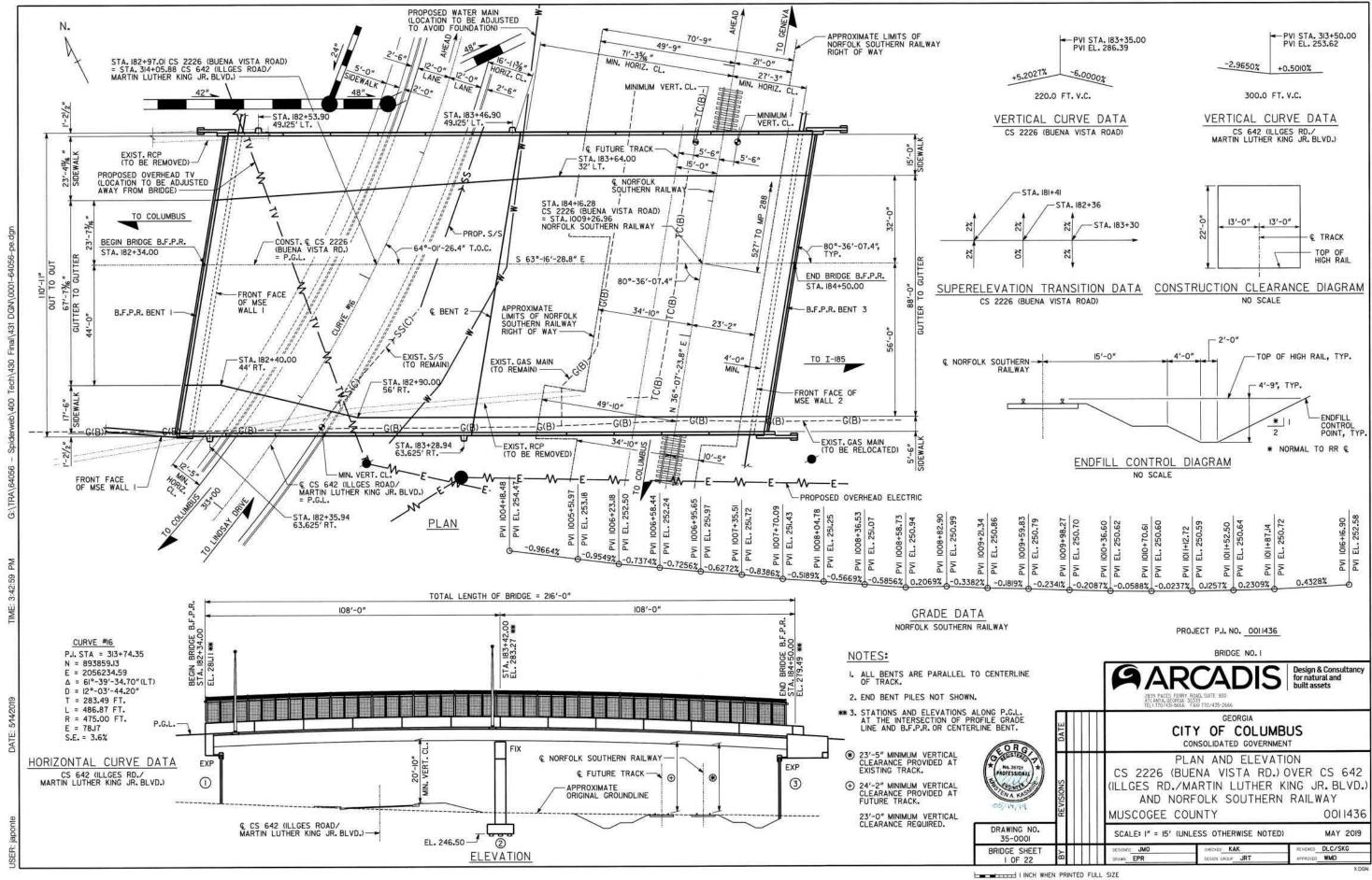
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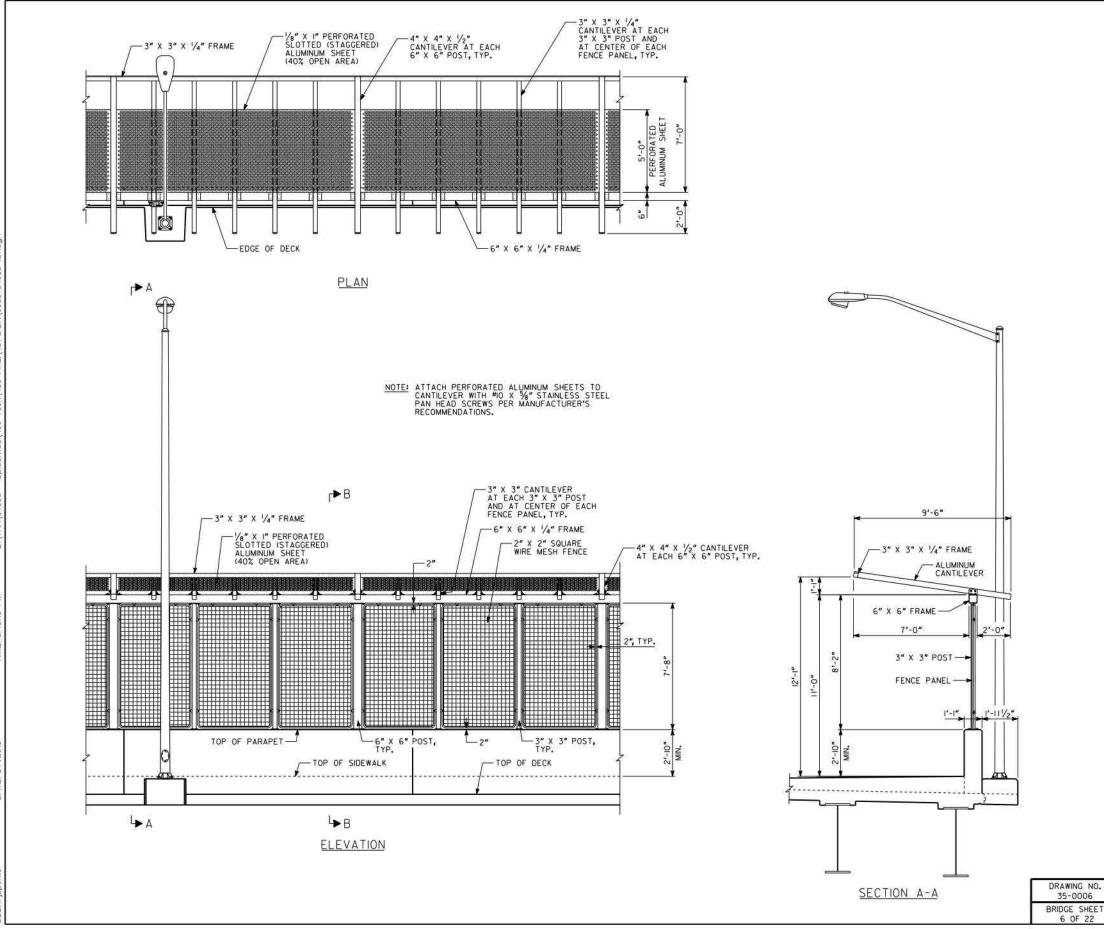




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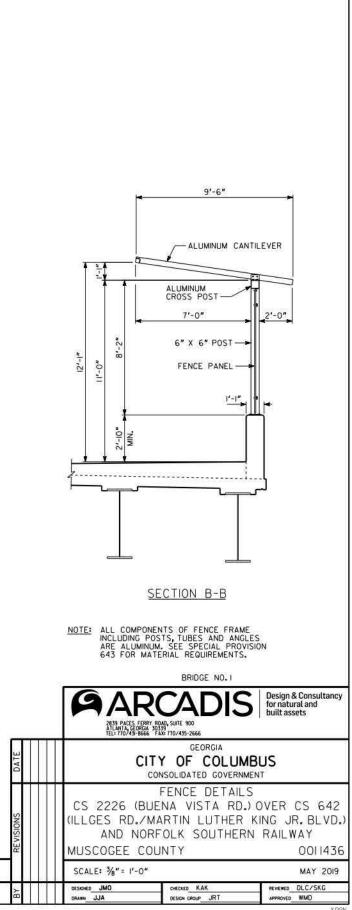


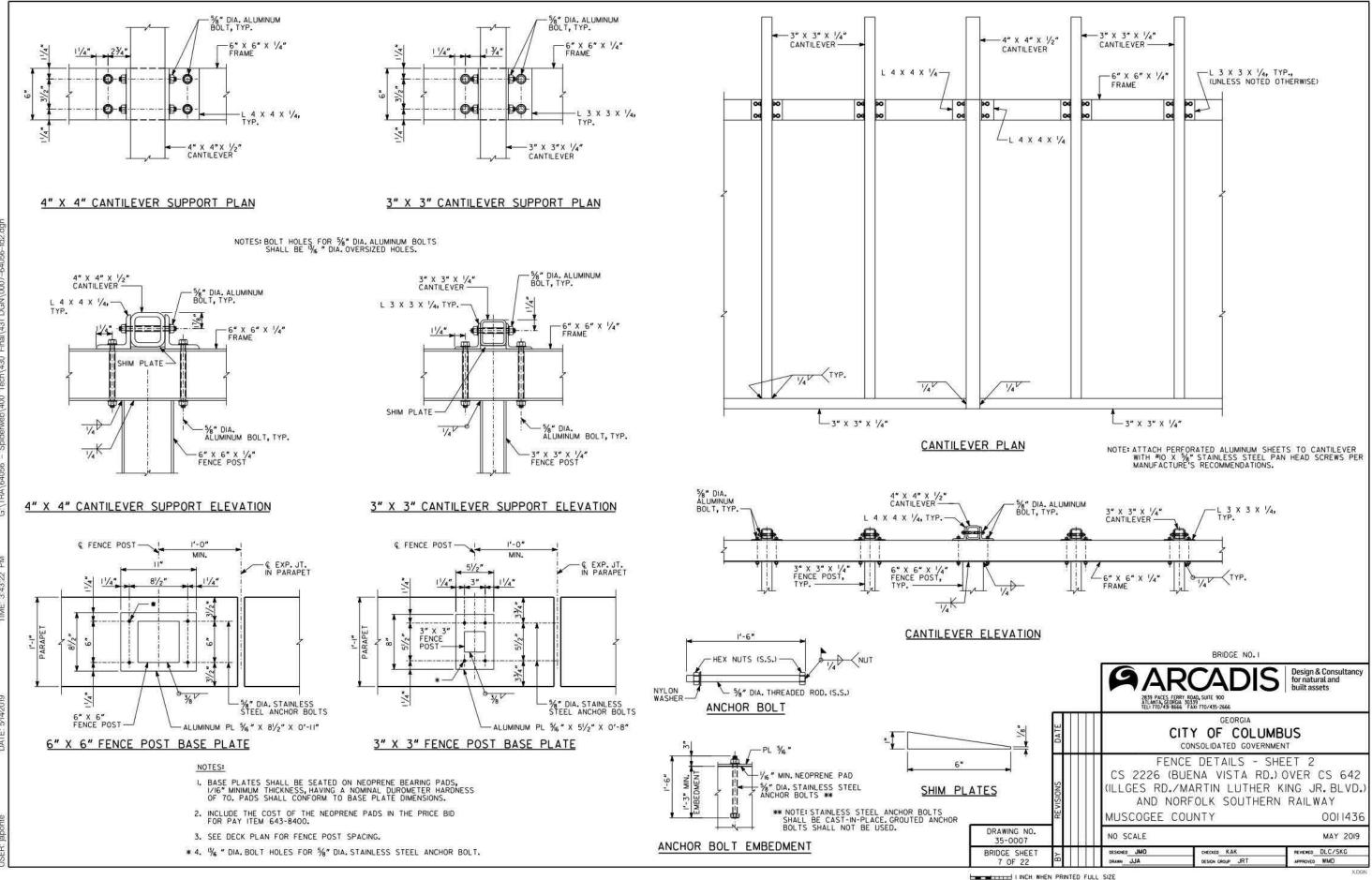




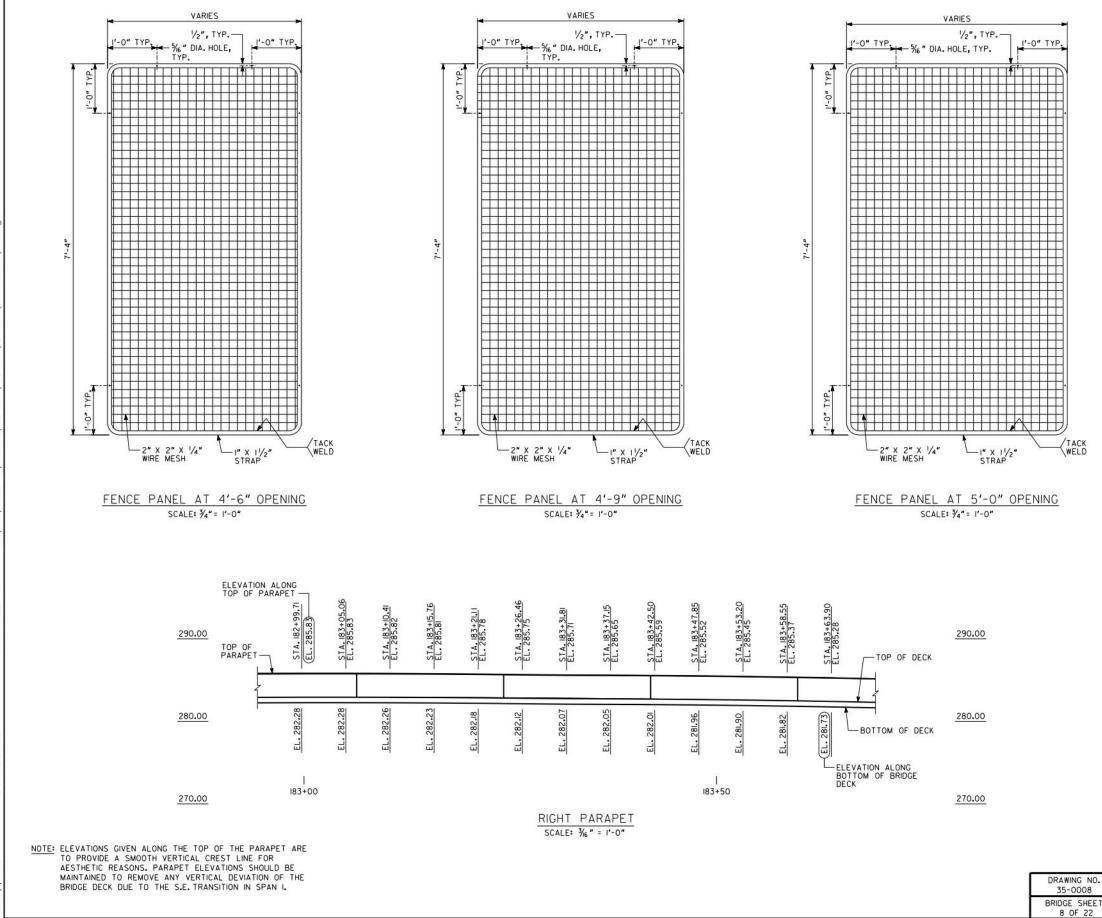
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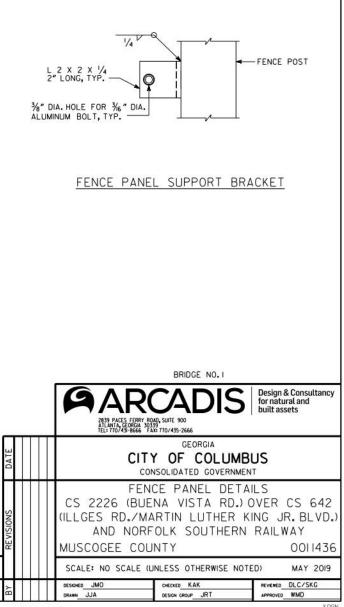
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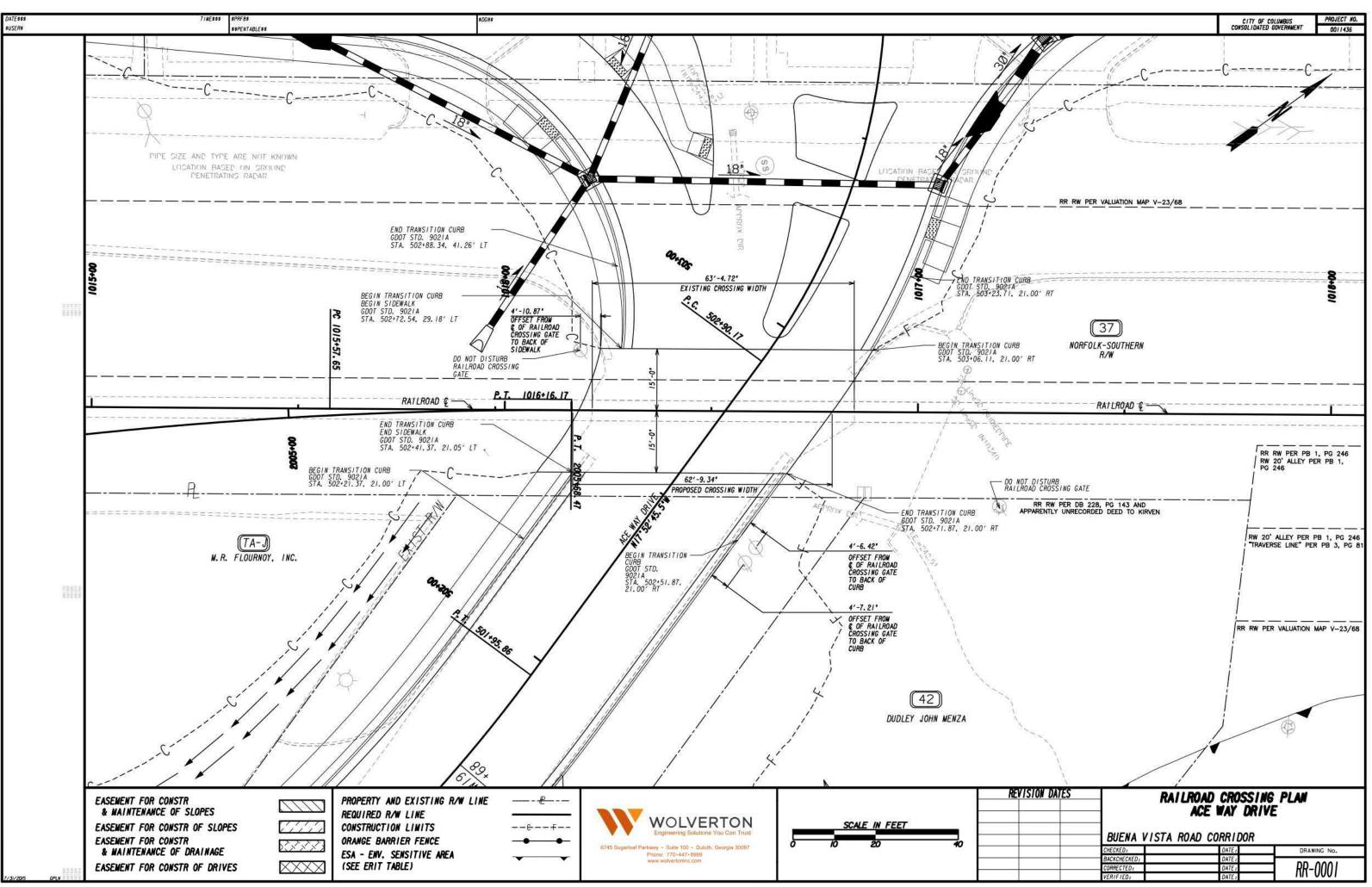
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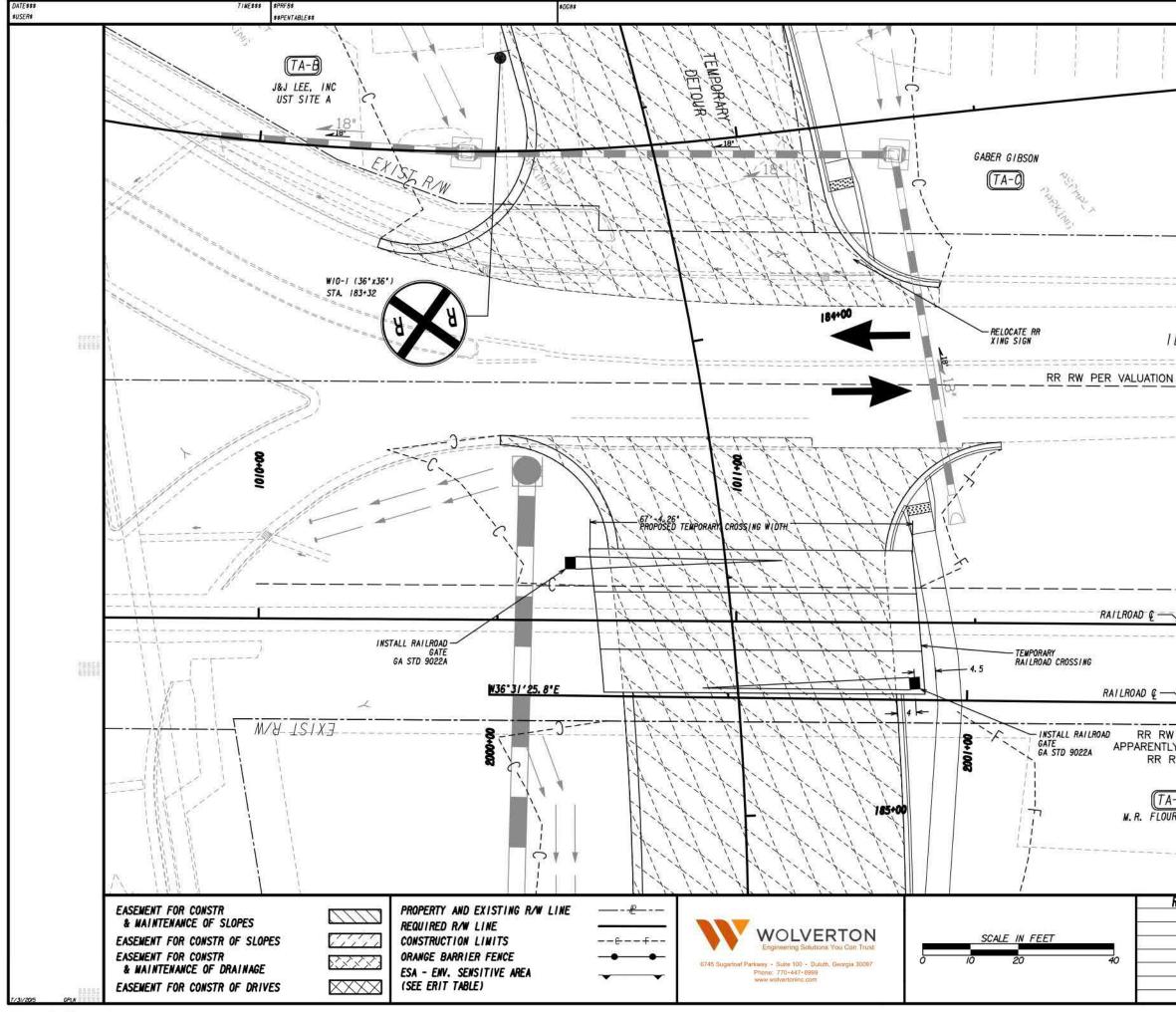
NOTES:

- I. OVERALL FENCE PANEL DIMENSIONS SHOWN ARE NOMINAL DIMENSIONS AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
- 2. THE FENCE MANUFACTURER SHALL SUBMIT SHOP DRAWINGS OF THE FENCING FOR APPROVAL PRIOR TO INSTALLATION.
- 3. THE FENCE PANELS SHALL BE DETAILED IN SUCH A WAY AS TO ACCOUNT FOR THE VERTICAL PROFILE OF THE BRIDGE AND THE DIFFERING FENCE POST SIZES WHILE MAINTAINING A MAXIMUM GAP OF 2 INCH BETWEEN THE FENCE PANELS, THE FENCE POSTS AND THE TOP OF THE PARAPET.



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Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Projects Engineer, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. These terms and conditions are subject to change without notice, from time to time in the sole discretion of the Railroad. Contractor must request from Railroad and follow the latest version of these provisions prior to commencing work.

2. NOTICE OF STARTING WORK:

- A. The Contractor shall not commence any work on railroad rights-of-way until he has complied with the following conditions:
 - 1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement.
 - 2. Given the Railroad written notice in electronic format to the Railroad Engineer, with copy to the Sponsor's Engineer who has been designated to be in charge of the work, at least ten days in advance of the date he proposes to begin work on Railroad rights-of-way.
 - 3. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 14 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects systemwide, it typically takes a minimum of 30-45 days for the Railroad to review.
 - 4. Obtained Railroad's Flagging Services as required by paragraph 7 herein.
 - 5. Obtained written authorization from the Railroad to begin work on Railroad's rights-of-way, such authorization to include an outline of specific conditions with which he must comply.
 - 6. Furnished a schedule for all work within the Railroad's rights-of-way as required by paragraph 7.B.1.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be

notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS:

- A. The Contractor shall so arrange and conduct his work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rightsof-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.
- B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence, the Railroad's Division Engineer, such provisions is insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.
- D. "One Call" Services do not locate buried Railroad utilities. The contractor shall contact the Railroad's representative 2 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's representative.

4. TRACK CLEARANCES:

- A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.
 - 1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.
 - 2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

- 3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.
- 4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.
- B. Before undertaking any work within Railroad right-of-way, and before placing any obstruction over any track, the Contractor shall:
 - 1. Notify the Railroad's representative at least 72 hours in advance of the work.
 - 2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.
 - 3. Receive permission from the Railroad's representative to proceed with the work.
 - 4. Ascertain that the Sponsor's Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

5. CONSTRUCTION PROCEDURES:

- A. General:
 - 1. Construction work and operations by the Contractor on Railroad property shall be:
 - a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.
 - b. In accordance with the Railroad's written outline of specific conditions.
 - c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.
 - d. In accordance with these Special Provisions.
 - 2. Submittal Requirements
 - a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer.
 - b. The Contractor shall allow for 30 days for the Railroad's review and response.
 - c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's Property must be submitted and approved by the Railroad prior to work being performed.
 - d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

- e. All submittals shall first be approved by the Sponsor's Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability.
- f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:
 - (1) General Means and Methods
 - (2) Ballast Protection
 - (3) Construction Excavation & Shoring
 - (4) Pipe, Culvert, & Tunnel Installations
 - (5) Demolition Procedure
 - (6) Erection & Hoisting Procedure
 - (7) Debris Shielding or Containment
 - (8) Blasting
 - (9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
 - (10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.
- g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:
 - (1) Shop Drawings
 - (2) Bearing Shop Drawings and Material Certifications
 - (3) Concrete Mix Design
 - (4) Structural Steel, Rebar, and/or Strand Certifications
 - (5) 28 day Cylinder Test for Concrete Strength
 - (6) Waterproofing Material Certification
 - (7) Test Reports for Fracture Critical Members
 - (8) Foundation Construction Reports

Fabrication may not begin until the Railroad has approved the required shop drawings.

- h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance or safety related issues. Submission shall also provide a listing of the anticipated equipment to be used, the location of all equipment to be used and insure a contingency plan of action is in place should a primary piece of equipment malfunction.
- B. Ballast Protection
 - 1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

- 2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.
- C. Excavation:
 - 1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.
 - 2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
- D. Excavation for Structures and Shoring Protection:
 - 1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.
 - 2. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern's Overhead Grade Separation Design Criteria, subsection H.1.6.E-Construction Excavation (Refer to Norfolk Southern Public Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.
 - 3. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in section 5.G of these provisions.
 - 4. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.
 - 5. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".
 - 6. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.
 - 7. The front face of shoring located to the closest NS track for all shoring set-ups located in Zone 2 as shown on NS Typical Drawing No. 4 Shoring Requirements (Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.
- E. Pipe, Culvert, & Tunnel Installations

- 1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:
 - a. For Open Cut Method refer to Norfolk Southern Public Projects Manual Appendix H.4.6.
 - b. For Jack and Bore Method refer to Norfolk Southern Public Projects Manual Appendix H.4.7.
 - c. For Tunneling Method refer to Norfolk Southern Public Projects Manual Appendix H.4.8.
- 2. The installation methods provided are for pipes carrying storm water or open flow runoff. All other closed pipeline systems shall be installed in accordance Norfolk Southern's Pipe and Wire Program and the NSCE-8
- F. Demolition Procedures
 - 1. General
 - a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the procedure.
 - c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the demolition procedure.
 - d. The Railroad Engineer or his designated representative must be present at the site during the entire demolition procedure period.
 - e. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.
 - 2. Submittal Requirements
 - a. In addition to the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

- (2) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
- (3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
- (5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tiedowns and falsework.
- 3. Overhead Demolition Debris Shield
 - a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.
 - b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 4.A.1 of these provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 4.A.1.
 - c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed Demolition procedure submission.
 - d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

- e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.
- f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.
- g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.
- 4. Vertical Demolition Debris Shield
 - a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.
- G. Erection & Hoisting Procedures
 - 1. General
 - a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.
 - b. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.
 - c. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer or their representative, and the key Contractor's personnel prior to the start of the erection procedure.
 - d. The Railroad Engineer or his designated representative must be present at the site during the entire erection procedure period.
 - e. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern's Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Projects Manual Appendix H.1, Section 4.A.3.).

- 2. Submittal Requirements
 - a. In addition the submittal requirements outlined in Section 5.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:
 - (1) As-built beam seat elevations All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.
 - (2) A plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.
 - (3) Rating sheets showing cranes or lifting devices to be adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.
 - (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.
 - (5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the beam. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.
 - (6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
 - (7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

- 1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with the following:
 - a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor and a licensed blaster.
 - b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way radios.
 - c. No blasting shall be done without the presence of the Railroad Engineer or his authorized representative. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2.B) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.
 - d. Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.
 - e. The blasting Contractor shall have a copy of the approved blasting plan on hand while on the site.
 - f. Explosive materials or loaded holes shall not be left unattended at the blast site.
 - g. A seismograph shall be placed on the track shoulder adjacent to each blast which will govern the peak particle velocity of <u>two inches per second</u>. Measurement shall also be taken on the ground adjacent to structures as designated by a qualified and independent blasting consultant. The Railroad reserves the option to direct the placement of additional seismographs at structures or other locations of concern, without regard to scaled distance.
 - h. After each blast, the blasting Contractor shall provide a copy of their drill log and blast report, which includes number of holes, depth of holes, number of decks, type and pounds of explosives used per deck.
 - i. The Railroad may require top of rail elevations and track centers taken before, during and after the blasting and excavation operation to check for any track misalignment resulting from the Contractor's activities.

- 2. The Railroad representative will:
 - a. Determine approximate location of trains and advise the Contractor the appropriate amount of time available for the blasting operation and clean up.
 - b. Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.
- 3. The Contractor must hire, at no expense to the Railroad, a qualified and independent blasting consultant to oversee the use of explosives. The blasting consultant will:
 - a. Review the Contractor's proposed drilling and loading patterns, and with the blasting consultant's personnel and instruments, monitor the blasting operations.
 - b. Confirm that the minimum amounts of explosives are used to remove the rock.
 - c. Be empowered to intercede if he concludes that the Contractor's blasting operations are endangering the Railway.
 - d. Submit a letter acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
 - e. Furnish copies of all vibration readings to the Railroad representative immediately after each blast. The representative will sign and date the seismograph tapes after each shot to verify the readings are for that specific shot.
 - f. Advise the Railroad representative as to the safety of the operation and notify him of any modifications to the blasting operation as the work progresses.
- 4. The request for permission to use explosives on the Railroad's Right-of-Way shall include a blasting proposal providing the following details:
 - a. A drawing which shows the proposed blasting area, location of nearest hole and distance to Railway structures, all with reference to the centerline of track.
 - b. Hole diameter.
 - c. Hole spacing and pattern.
 - d. Maximum depth of hole.
 - e. Maximum number of decks per hole.
 - f. Maximum pounds of explosives per hole.
 - g. Maximum pounds of explosives per delay.
 - h. Maximum number of holes per detonation.

- i. Type of detonator and explosives to be used. (Electronic detonating devices will not be permitted). Diameter of explosives if different from hole diameter.
- j. Approximate dates and time of day when the explosives are to be detonated.
- k. Type of flyrock protection.
- I. Type and patterns of audible warning and all clear signals to be used before and after each blast.
- m. A copy of the blasting license and qualifications of the person directly in charge of the blasting operation, including their name, address and telephone number.
- n. A copy of the Authority's permit granting permission to blast on the site.
- o. A letter from the blasting consultant acknowledging that he has been engaged to oversee the entire blasting operation and that he approves of the blasting plan.
- p. In addition to the insurance requirements outlined in Paragraph 14 of these Provisions, A certificate of insurance from the Contractor's insurer stating the amount of coverage for XCU (Explosive Collapse and Underground Hazard) insurance and that XCU Insurance is in force for this project.
- q. A copy of the borings and Geotechnical information or report.
- I. Track Monitoring
 - 1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.
 - 2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.
 - 3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.
 - 4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.
- J. Maintenance of Railroad Facilities:
 - 1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from his operations and provide and maintain any erosion control measures as required. The Contractor will promptly

repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

- 2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed and the permanent facilities restored.
- 3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.
- K. Storage of Materials and Equipment:
 - 1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.
 - 2. All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.
- L. Cleanup:
 - 1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or his authorized representative.

6. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to his work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.
- 7. FLAGGING SERVICES:
 - A. Requirements:
 - 1. Flagging services will not be provided until the Contractor's insurance has been reviewed & approved by the Railroad.

- 2. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's personnel or equipment are or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a Railroad structure or the Railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.
- 3. Normally, the Railroad will assign one flagman to a project; but in some cases, more than one may be necessary, such as yard limits where three (3) flagmen may be required. However, if the Contractor works within distances that violate instructions given by the Railroad's authorized representative or performs work that has not been scheduled with the Railroad's authorized representative, a flagman or flagmen may be required full time until the project has been completed.
- 4. For Projects exceeding 30 days of construction, Contractor shall provide the flagmen a small work area with a desk/counter and chair within the field/site trailer, including the use of bathroom facilities, where the flagman can check in/out with the Project, as well as to the flagman's home terminal. The work area should provide access to two (2) electrical outlets for recharging radio(s), and a laptop computer; and have the ability to print off needed documentation and orders as needed at the field/site trailer. This should aid in maximizing the flagman's time and efficiency on the Project.
- B. Scheduling and Notification:
 - 1. The Contractor's work requiring Railroad flagging should be scheduled to limit the presence of a flagman at the site to a maximum of 50 hours per week. The Contractor shall receive Railroad approval of work schedules requiring a flagman's presence in excess of 40 hours per week.
 - 2. Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Sponsor a schedule for all work required to complete the portion of the project within Railroad right-of-way and arrange for a job site meeting between the Contractor, the Sponsor, and the Railroad's authorized representative. Flagman or Flagmen may not be provided until the job site meeting has been conducted and the Contractor's work scheduled.
 - 3. The Contractor will be required to give the Railroad representative at least 10 working days of advance written notice of intent to begin work within Railroad right-of-way in accordance with this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the Contractor shall furnish the Engineer a copy; if notice is given verbally, it shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagman, or flagmen are present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer

needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, it is necessary to give 5 working days notice before flagging service may be discontinued and responsibility for payment stopped.

- 4. If, after the flagman is assigned to the project site, an emergency arises that requires the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delay shall be borne by the Contractor and not the Sponsor or Railroad.
- C. Payment:
 - 1. The Sponsor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction.
 - 2. The estimated cost of flagging is the current rate per day based on a 10-hour work day. This cost includes the base pay for the flagman, overhead, and includes a per diem charge for travel expenses, meals and lodging. The charge to the Sponsor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required.
 - 3. Work by a flagman in excess of 8 hours per day or 40 hours per week, but not more than 12 hours a day will result in overtime pay at 1 and 1/2 times the appropriate rate. Work by a flagman in excess of 12 hours per day will result in overtime at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 and 1/2 times the normal rate.
 - 4. Railroad work involved in preparing and handling bills will also be charged to the Sponsor. Charges to the Sponsor by the Railroad shall be in accordance with applicable provisions of Subchapter B, Part 140, Subpart I and Subchapter G, Part 646, Subpart B of the Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991, including all current amendments. Flagging costs are subject to change. The above estimates of flagging costs are provided for information only and are not binding in any way.
- D. Verification:
 - Railroad's flagman will electronically enter flagging time via Railroad's electronic billing system. Any complaints concerning flagging must be resolved in a timely manner. If the need for flagging is questioned, please contact the Railroad Engineer. All verbal complaints will be confirmed in writing by the Contractor within 5 working days with a copy to the Sponsor's Engineer. Address all written correspondence electronically to Railroad Engineer.
 - 2. The Railroad flagman assigned to the project will be responsible for notifying the Sponsor Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The Sponsor's Engineer will document such notification in the project records. When requested, the Sponsor's Engineer will also sign the flagman's diary showing daily time spent and activity at the project site.

8. HAUL ACROSS RAILROAD TRACK:

- A. Where the plans show or imply that materials of any nature must be hauled across Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.
- B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, necessary watching and flagging thereof and removal, until a temporary private crossing agreement has been executed between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

9. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

10. COOPERATION AND DELAYS:

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these special provisions.

11. TRAINMAN'S WALKWAYS:

- A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/or FRA standards.
- 12. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:
 - A. The Contractor and/or the Sponsor's personnel authorized to perform work on Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway

Worker Protection Training; However the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern's standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

- B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots is strongly recommended. In the vicinity of at-grade crossings, it is strongly recommended that reflective vests be worn.
- C. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.
- D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.
- E. No one is allowed to cross tracks without specific authorization from the flagman.
- F. All welders and cutting torches working within 25' of track must stop when train is passing.
- G. No steel tape or chain will be allowed to cross or touch rails without permission from the Railroad.

13. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

- A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad official and flagman.
- B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- C. All employees will stay with their machines when crane or boom equipment is pointed toward track.
- D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- E. Swinging loads must be secured to prevent movement while train is passing.
- F. No loads will be suspended above a moving train.
- G. No equipment will be allowed within 25' of centerline of track without specific authorization of the flagman.
- H. Trucks, tractors or any equipment will not touch ballast line without specific permission from Railroad official and flagman. Orange construction fencing may be required as directed.
- I. No equipment or load movement within 25' or above a standing train or Railroad equipment without specific authorization of the flagman.

- J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- K. All equipment, loads and cables are prohibited from touching rails.
- L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.
- N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.
- P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Railroad flagman to remain in communication with at all times. Person must also be in direct contact with the individual(s) directing the crane operation(s).

14. INSURANCE:

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:
 - 1. a. Commercial General Liability Insurance having a combined single limit of not less than \$2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured, and shall include a severability of interests provision.

b. Automobile Liability Insurance with a combined single limit of not less than \$1,000,000 each occurrence for injury to or death of persons and damage to or loss or destruction of property. Said policy or policies shall be endorsed to name Railroad specified in item A.2.c. below both as the certificate holder and as an additional insured and shall include a severability of interests provision.

2. Railroad Protective Liability Insurance having a combined single limit of not less than \$2,000,000 each occurrence and \$6,000,000 in the aggregate applying separately to each annual period. If the project involves track over which passenger trains operate, the insurance limits required are not less than a combined single limit of \$5,000,000 each occurrence and \$10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

The standards for the Railroad Protective Liability Insurance are as follows:

- a. The insurer must be rated A- or better by A.M. Best Company, Inc. NOTE: NS does not accept from insurers Chartis (AIG or Affiliated Company including Lexington Insurance Company), Hudson Group or Liberty or Affiliated Company, American Contractors Insurance Company and Erie Insurance Company including Erie Insurance Exchange and Erie Indemnity Company.
- b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") Railroad Protective Liability Insurance Form Numbers:
 - (1) CG 00 35 01 96 and CG 28 31 10 93; or
 - (2) CG 00 35 07 98 and CG 28 31 07 98; or
 - (3) CG 00 35 10 01; or
 - (4) CG 00 35 12 04; or
 - (5) CG 00 35 12 07; or
 - (6) CG 00 35 04 13.
- c. The named insured shall read:

Norfolk Southern Corporation and its subsidiaries Three Commercial Place Norfolk, Virginia 23510-2191 Attn: Risk Manager

(NOTE: Railroad does not share coverage on RRPL with any other entity on this policy)

- d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.
- e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.
- f. The name and address of the prime Contractor must appear on the Declarations.
- g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."
- h. Endorsements/forms that rea <u>required</u> are:
 - (1) Physical Damage to Property Amendment
 - (2) Terrorism Risk Insurance Act (TRIA) coverage must be included
- i. Other endorsements/forms that will be accepted are:

- (1) Broad Form Nuclear Exclusion Form IL 00 21
- (2) 30-day Advance Notice of Non-renewal or cancellation
- (3) Required State Cancellation Endorsement
- (4) Quick Reference or Index Form CL/IL 240
- j. Endorsements/forms that are NOT acceptable are:
 - (1) Any Pollution Exclusion Endorsement except CG 28 31
 - (2) Any Punitive or Exemplary Damages Exclusion
 - (3) Known injury or Damage Exclusion form CG 00 59
 - (4) Any Common Policy Conditions form
 - (5) An Endorsement that limits or excludes Professional Liability coverage
 - (6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
 - (7) An Endorsement that excludes TRIA coverage
 - (8) A Sole Agent Endorsement
 - (9) Any type of deductible endorsement or amendment
 - (10) Any other endorsement/form not specifically authorized in item no. 2.h above.
- B. If any part of the work is sublet, similar insurance, and evidence thereof as specified in A.1 above, shall be provided by or on behalf of the subcontractor to cover its operations on Railroad's right of way.
- C. All insurance required under the preceding subsection A shall be underwritten by insurers and be of such form and content, as may be acceptable to the Company. Prior to entry on Railroad right-of-way, the original Railroad Protective Liability Insurance Policy shall be submitted by the Prime Contractor to the Department at the address below for its review and transmittal to the Railroad. In addition, certificates of insurance evidencing the Prime Contractor's and any subcontractors' Commercial General Liability Insurance shall be issued to the Railroad and the Department at the addresses below, and forwarded to the Department for its review and transmittal to the Railroad. The certificates of insurance shall state that the insurance coverage will not be suspended, voided, canceled, or reduced in coverage or limits without (30) days advance written notice to Railroad and the Department. No work will be permitted by Railroad on its right-of-way until it has reviewed and approved the evidence of insurance required herein.

SPONSOR:

RAILROAD:

Risk Management Norfolk Southern Railway Company Three Commercial Place Norfolk, Virginia 23510-2191

- D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.
- E. Insurance Submission Procedures
 - 1. Railroad will only accept initial insurance submissions via US Mail or Overnight carrier to the address noted in C above. Railroad will NOT accept initial insurance submissions via email or faxes. Please provide point of contact information with the submission including a phone number and email address.

- 2. Railroad requires the following two (2) forms of insurance in the initial insurance submission to be submitted under a cover letter providing details of the project and contact information:
 - a. The full original or certified true countersigned copy of the railroad protective liability insurance policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements.
 - b. The Contractor's commercial general, automobile, and workers' compensation liability insurance certificate of liability insurance evidencing a combined single limit of a minimum of \$2M per occurrence of general and \$1M per occurrence of automobile liability insurance naming Norfolk Southern Railway Company, Three Commercial Place, Norfolk, VA 23510 as the certificate holder and as an additional insured on both the general and automobile liability insurance policy.
- 3. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

15. FAILURE TO COMPLY:

- A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:
 - 1. The Railroad Engineer may require that the Contractor vacate Railroad property.
 - 2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.
- B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

16. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

17. PROJECT INFORMATION

- A. Date:
- B. NS File No.:
- C. NS Milepost:
- D. Sponsor's Project No.:

CENTRAL OF GEORGIA CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _________ ("Principal") has requested that Central of Georgia Railroad Company ("Company") permit Principal to be on or about Company's premises and/or facilities at or in the vicinity of Company mileposts M-288.10 & M-287.95, at or near Columbus, Muscogee County, Georgia (the "Premises") for the sole purpose of constructing a new Overhead Bridge Structure to replace the existing Buena Vista Road at-grade crossing (DOT# 718915T) and making improvements to the existing Ace Way at-grade crossing (DOT# 726273C), on behalf of the Columbus Consolidated Governent (the "Project Sponsor") during the period ______, 20____, to ______, 20_____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

- that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;
- that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;
- (iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.
- to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";
- (v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees

(the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

- (vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;
- (vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including any material, labor, supervisory and protective costs (including flagging) and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;
- (viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;
- (ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;
- (x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and
- (xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Central of Georgia Railroad Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Central of Georgia Railroad Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Central of Georgia Railroad Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees. It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Store Code"; and (ii) in the event that all or a portion of the Premises is located in the Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal	COMPANY
Ву	Ву
Title	Title
Date, 20	Date, 20

FORCE ACCOUNT ESTIMATE

Work to be Performed By: Project Description:

Location: Project No.: Milepost: File: Date: Central of Georgia Railroad Company Proposed Ace Way Improvements and construction of the Buena Vista Road OHB Columbus, Muscogee County, Georgia PIN 0011436 M-287.95 & M-288.10 BR1112131 November 6, 2019

ITEM A - Preliminary Engineering	0
ΓΕΜ B - Construction Engineering	88,373
TEM C - Accounting	2,348
TEM D - Railroad Protective Services	437,278
TEM E - Communications Changes	0
TEM F - Signal & Electrical Changes	1,144,635
TEM G - Track Work	115,104
ITEM H - T-Cubed	0
GRAND TOTAL	\$ 1,787,737

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor: Labor Additives:	0 Hours @ \$60 / hour=	0
Travel Expenses: Services by Contract Engineer:		0 0
	NET TOTAL - ITEM A	\$ -

ITEM B - Construction Engineering

(Coordinate Railway construction activities, review contractor submittals, etc.)

Labor: Labor Additives: Travel Expenses: Services by Contract Engineer:	80 Hours @ \$60 / hour=	4,800 3,773 3,000 76,800
	NET TOTAL - ITEM B	\$ 88,373
ITEM C - Administration		
Agreement Construction, Review and Accounting Hours (Labor): Accounting Additives:	d/or Handling: 20 Hours @ \$30 / hour=	1,250 600 498
	NET TOTAL - ITEM C	\$ 2,348
ITEM D - Railroad Protective Serv	vices	
(During construction on, over, under, or adjacent to the track.)		
Labor: Protective Serv 360	days @ 390.00 per day=	140,400
Labor Additive:	(based on working 12 hours/day)	260,878
Travel Expenses, Meals & Lodging: 360	days @ \$100/day=	36,000
Rental Vehicle 0	months @ \$950/month= NET TOTAL - ITEM D	\$ 0 437,278
ITEM E - Communications Change	<u>es</u>	
Material: Labor: Purchase Services: Subsistence: Additive:		0 0 0 0 0
	NET TOTAL - ITEM E	\$ -

ITEM F - Signal & Electrical Changes

Material: Labor: Purchase Services: Other:		495,600 233,741 63,095 352,199
	NET TOTAL - ITEM F	\$ 1,144,635
ITEM G - Track Work		
Material: Labor: Additive: Purchase Services:		78,119 18,024 14,047 4,914

	NET TOTAL - ITEM G	\$ 115,104
ITEM H - T-CUBED		
Lump Sum		\$ -

NOTES

- For all groups of <u>CONTRACT</u> employees, the composite labor surcharge rate used in this estimate (including insurance) is <u>185.81%</u>. Self Insurance - Public Liability Property Damage is estimated at <u>16.00%</u>. Work will be billed at actual current audited rate in effect at the time the services are performed.
- 2. For all groups of <u>NON-CONTRACT</u> employees, the composite labor surcharge rate used in this estimate (including insurance is <u>78.59%</u>. Self Insurance Public Liability Property Damage is estimated at <u>16.00%</u>. Work will be billed at actual current audited rate in effect at the time the services are performed.
- 3. <u>All applicable salvage items due the Department will be</u> made available to it at the jobsite for its disposal.
- 4. The Force Account Estimate is valid for one (1) year after the date of the estimate (11/06/2019). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.



Round Figure Estimate for Grade Crossing Warning Devices

City/State: COLUMBUS , GA

MilePost: M-288.05

State Proj. No.:

S&E Proj. No.: 03.2376

Man Days: 300

Road: TEMP BUENA VISTA RD. DOT/AAR: County: MUSCOGEE File Number: 061-03.0503

Purchases - Others							
Meals and Lodging:	\$42,692.40						
Rental of Equipment:	\$58,360.35						
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 50 Days)							
Construction Supervision Vehicle:	\$8,927.17						
Purchases - Other Total:		\$109,979.92					
Mate	rial And Additives						
Material Cost:	\$220,000.00						
Sales and Use Tax:	\$17,600.00						
Material Handling Freight:	\$22,000.00						
Material Total:		\$259,600.00					
Lab	or And Additives						
Labor Cost:	\$100,500.00						
(6 man crew at \$2,010.00 a day for:	50 days)						
Payroll Tax & Overheads:	\$85,686.30						
Preliminary Engineering:	\$33,652.50						
Construction Supervision:	\$29,356.05						
Labor Total:		\$249,194.85					
	Project Cost:	\$618,774.77					
Scrap / Salvage Credit:		\$0.00					
	\$618,775.00						

Estimated on: 28-Jun-19

Estimated by: uegbb

Estimate valid for 1 year from date of estimate



Round Figure Estimate for Grade Crossing Warning Devices

City/State: COLUMBUS, GA MilePost: M-287.95

State Proj. No.:

S&E Proj. No.: 03.2377

Man Days: 240

Road: ACE WAY DRIVE DOT/AAR: 726273C County: MUSCOGEE File Number: 061-03.0669

Purchases - Others						
Meals and Lodging:	\$34,153.92					
Rental of Equipment:	\$46,688.28					
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 40 Days)						
Construction Supervision Vehicle:	\$7,141.74					
Purchases - Other Total:		\$87,983.94				
Materi	al And Additives					
Material Cost:	\$200,000.00					
Sales and Use Tax:	\$16,000.00					
Material Handling Freight:	\$20,000.00					
Material Total:		\$236,000.00				
Labo	r And Additives					
Labor Cost:	\$80,400.00					
(6 man crew at \$2,010.00 a day for: 4	0 days)					
Payroll Tax & Overheads:	\$68,549.04					
Preliminary Engineering:	\$29,442.00					
Construction Supervision:	\$23,484.84					
Labor Total:		\$201,875.88				
	Project Cost:	\$525,859.82				
	\$0.00					
	\$525,860.00					

Estimated on: 28-Jun-19

Estimated by: uegbb

Estimate valid for 1 year from date of estimate

Norfolk Southern Railway Company Alabama Division Columbus, Muscogee County, Georgia ESTIMATE FOR CROSSING IMPROVEMENT (ASP DETOUR ROADWAY	PHALT SURFA		-	
	TRACK(S);		88 CROSSING LENGTH	
MATERIAL	QUANTITY	UNIT	UNIT COST	AMOUNT
SURFACE MATERIAL (Rubber Flangeways) ASPHALT (BY CONTRACTOR) RAIL, 136-LB RE TRANSITION RAIL INSULATED JOINTS RAIL ANCHORS SPIKES TIE PLATES CROSSTIES (10') CROSSTIES (GRADE 5)	201 240 4 0 400 4.0 200	KEG EA. EA.	65.00 165.00 22.00 1140.00 1200.00 1.50 115.00 15.00 75.00 55.00	5,720 33,088 5,280 4,560 0 600 460 3,000 0 5,500
BALLAST AND GRAVEL		TONS		,
BALLAST AND GRAVEL GEOTEXTILE THERMITE WELDS ASPHALT DISPOSAL TRAFFIC CONTROL TOTAL (INCLUDES 5% INVENTORY ADDITIVES)	108 10 1 0	LIN FT. EA. LUMPS LUMPS	35.00 7.00 550.00 5000.00 10,000.00	4,935 756 5,500 5,000 0 78,119
LABOR				
REMOVE EXISTING BUENA VISTA CROSSING REHABILITATE TRK. STRUCTURE INSTALL NEW CROSSING	100	MAN HOURS MAN HOURS MAN HOURS	28.00 28.00 28.00	2,240 2,800 2,520
TOTAL				7,560
OTHER ITEMS				
Rail Scrap		TON TON	0 0	0 0 0
COMPOSITE LABOR ADDITIVE (185.81) EQUIPMENT RENTAL & TRANSPORTATION				14,047 4,914
PRELIMINARY & CONSTRUCTION ENGINEERING	G SERVICES	AND INVOICE	E PREPARATION	10,464
TOTAL (TO BE BILLED TO SPONSOR)				\$115,104
ESTIMATE BASED ON TRAFFIC CONTROL AND E OTHERS, AND FULL CLOSURE OF ROAD. PAVIN This estimate is valid for one (1) year after the date of	IG BY CONTR	ACTOR.		
time frame the Railway may revise the estimate to in				
This estimate shall not be considered as an approva estimation of the anticipated cost for the construction crossings require a separate approval from Norfolk S a separate stand alone temporary construction cross and all required insurances as noted in the in the ter	n of the crossir Southern's Ger sing agreemen	ng only. All te neral Manage t with associa	mporary construction r and Division Superintende ated real estate fees,	nt,
OFFICE OF CHIEF ENGINEER, BRIDGES AND ST Date: 11/6/2019	RUCTURES -	ATLANTA, G	EORGIA File: BR1112	131

Norfolk Southern Corporation Public Improvements Projects - Construction Engineering Estimate



LOCATION: NS FILE NO.:	Columbus, Muscogee County, Georgia BR1112131
MILE POST:	M-287.95 & M-288.10
DESCRIPTION:	Construction Engineering & Inspection services associated with the Proposed Construction of the Buena Vista Road OHB and Crossing improvements to Ace Way
PROJECT SCOPE:	The City of Columbus proposes to replace the existing Buena Vista Road at-grade crossing with a new Overhead Bridge Structure at Alabama Division milepost M-288.10. The project includes the construction of a roundabout adjacent to the existing Ace Way at-grade crossing at milepost M-287.95.

 Classification Codes

 PP = Principal Professional

 PM = Project Manager

 SPE = Senior Project Engineer

 PE = Project Engineer

 DE = Design Engineer

 SE = Staff Engineer

 CI = Construction Inspector

SA = Senior Administration AA = Administrative Assistant

SC = Secretarial/Clerical

ECOM OFFICES PROVIDING ADMINISTRATION SUPPORT: Philadelphia, PA & Atlan		hia, PA & Atlanta, GA
AECOM OFFICE PROVIDING ON-SITE INSPECTION:	Atlanta, GA	
ROUNDTRIP MILEAGE - OFFICE TO PROJECT SITE:	230	Miles
ROUNDTRIP TRAVEL TIME - OFFICE TO PROJECT SITE:	4	Hours
ESTIMATED CONSTRUCTION DURATION:	18	Months

		Г	PP	PM	SPE	PE	DE	SE	CI	SA	AA	SC	TOTAL
		Г	\$225.00	\$170.00	\$150.00	\$125.00	\$100.00	\$85.00	\$95.00	\$105.00	\$70.00	\$54.00	TOTAL
Preconstruction	Field Meetings		0	0	1.5	9	0	0	0	0	0.5	0	11
Description:	Railroad Precon Meeting - Preparation, attendance and NS file minutes of the preconstruction meeting to be facilitated by	On-site				4							
	the Railroad (AECOM) on-site to discuss specific Railroad requirements.	Travel				4							1
		Minutes			1.5	1					0.5		
	Su	ub Total	\$0.00	\$0.00	\$225.00	\$1,125.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35.00	\$0.00	\$1,385

		PP	PM	SPE	PE	DE	SE	CI	SA	AA	SC	TOTAL
		\$225.00	\$170.00	\$150.00	\$125.00	\$100.00	\$85.00	\$95.00	\$105.00	\$70.00	\$54.00	TUTAL
Construction Sul	bmission Reviews	0	0	26	58	0	0	0	0	8	0	92
Description:	Hours listed for each submission include time required to perform means and methods reviews for impacts to railroad operations, app Hours include time for resubmissions of submittals.	blicable design	calculation r	eviews, devel	opment of RF	Is and Respo	nse Letters, d	istribution of I	esponse lette	rs and filing o	of all correspo	ondence.
Submission 1:	Stormwater Pipe Installation			2	6					0.5		
Submission 2:	MSE Wall Construction			6	12					2		
Submission 3:	Pile Installation/Abutment Construction			2	6					0.5		
Submission 4:	Intermediate Bent Construction			6	12					2		
Submission 5:	Girder Erection Plan			6	12					2		1
Submission 6:	Deck Placement			4	10					1		1
Submission 7:												
	Sub Total	\$0.00	\$0.00	\$3,900.00	\$7,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$560.00	\$0.00	\$11,710

			PP	DM	CDE	DE	DE	05	01	C 4		60	
			\$225.00	PM \$170.00	SPE \$150.00	PE \$125.00	DE \$100.00	SE \$85.00	CI \$95.00	SA \$105.00	AA \$70.00	SC \$54.00	TOTAL
Field Views / Inte	rim Inspections / Reporting		φzz5.00	φ170.00 0	\$150.00 49	\$125.00 314	φ100.00 0	\$05.00 0	φ95.00 0	φ105.00 0	\$70.00 16	\$54.00 0	379
Item 1	Stormwater Pipe Installation	On-site				8							1
Description:	Installation of the Stormwater Pipe under the railroad south of the proposed detour crossing location. Assumes two part-	Travel				8							I
	time visits.	Report			3	2					1		I
Item 2	Construction of the Detour roadway	On-site				8							1
Description:	Construction of the roadway that will be used as a detour for the duration of the bridge construction. Assumes two part-	Travel				8							1
	time visits.	Report			3	2					1		I
Item 3	MSE Wall Construction	On-site				20							1
Description:	Construction of the MSE walls located between the tracks and the new abutments. Assumes two full-time and one part-	Travel				12							I
	time visit.	Report			4.5	3					1.5		1
Item 4	Adjacent Roadway Construction	On-site				24							I
Description:	Construction of the improvements to Ace Way as well as the parallel roadways. Assumes two full-time and two part-time	Travel				16							1
	visits	Report			6	4					2		1
ltem 5	Pile Installation/Abutment Construction	On-site				12							1
Description:	Construction of the new abutments adjacent to NS Property including the driving of piles, setting of formwork, etc.	Travel				8							1
	Assumes one full-time and one part-time visit.	Report			3	2					1		I
Item 6	Intermediate Bent Construction	On-site				12							1
Description:	Construction of the new intermediate bent adjacent to NS Property including the location of cranes, formwork and	Travel				8							I
	pump/trucks. Assumes one full-time and one part time visit.	Report			3	2					1		I
Item 7	Pre-Erection Meeting	On-site				4							1
Description:	On-site pre-erection meeting as required by the NS special provisions. Assumes one part-time visit.	Travel				6							1
		Report			1.5	1					0.5		I
Item 8	Girder Erection	On-site				20							1
Description:	Erection of the girders including clearance measurements. Assumes two full-time visits and one part-time visit.	Travel				12							1
		Report			4.5	3					1.5		1
Item 9	Deck Placement	On-site				4							1
Description:	Placement of the concrete deck including location of the pump/trucks, monitoring of dumping/washing of trucks, and new	Travel				6							1
	clearance measurements. Assumes one part-time visit.	Report			1.5	1					0.5		i '

Norfolk Southern Corporation Public Improvements Projects - Construction Engineering Estimate

The City of Columbus proposes to replace the existing Buena Vista Road at-grade crossing with a new Overhead Bridge Structure at Alabama Division milepost M-288.10. The project includes the construction of a

Λ	
A.	M

Classification Codes

PP = Principal Professional PM = Project Manager SPE = Senior Project Engineer PE = Project Engineer DE = Design Engineer CI = Construction Inspector SA = Senior Administration AA = Administrative Assistant SC = Secretarial/Clerical

AECOM OFFICES PROVIDING ADMINISTRATION SUPPORT: Philadelphia, PA & Atlanta, GA AECOM OFFICE PROVIDING ON-SITE INSPECTION: Atlanta, GA ROUNDTRIP MILEAGE - OFFICE TO PROJECT SITE: 230 Miles ROUNDTRIP TRAVEL TIME - OFFICE TO PROJECT SITE: 4 Hours

Columbus, Muscogee County, Georgia

BR1112131

M-287.95 & M-288.10

Hours Months

18

Construction Engineering & Inspection services associated with the Proposed Construction of the Buena Vista Road OHB and Crossing improvements to Ace Way

			PP	PM	SPE	PE	DE	SE	CI	SA	AA	SC	TOTAL
			\$225.00	\$170.00	\$150.00	\$125.00	\$100.00	\$85.00	\$95.00	\$105.00	\$70.00	\$54.00	TOTAL
ltem 10	Removal of Existing Buena Vista Road	On-site				8							
Description:	Removal of the existing Buena Vista Road adjacent to the existing at-grade crossing. Assumes two part-time visits	Travel				8							
		Report			3	2					1		
Periodic Visits		On-site				24							
Description:	Inspections for compliance with railroad special provisions over the course of the construction schedule when not on-site	Travel				24							
	for major work activities. Assume six part-time visits.	Report			9	6					3		
Site Clean-up and R	Restoration	On-site				4							
Description:	Pre-final walkthrough for development of punch list items.	Travel				4							
		Report			1.5	1					0.5		
Final Inspection		On-site				4							
Description:	Final punch list review and on-site final walkthrough for protection of railroad interests and right of way.	Travel				4							
		Report			1.5	1					0.5		
Close Out Report													
Description:	Development of NS Project Acceptance Letter, AECOM project close out report, and distribution of close out documents to sponsor and NS.				4	8					1		
		Sub Total	\$0.00	\$0.00	\$7,350.00	\$39,250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,120.00	\$0.00	\$47,720

		PP	PM	SPE	PE	DE	SE	CI	SA	AA	SC	TOTAL
		\$225.00	\$170.00	\$150.00	\$125.00	\$100.00	\$85.00	\$95.00	\$105.00	\$70.00	\$54.00	TOTAL
Project Coordin	nation	0	0	18	18	0	0	0	0	9	0	45
Description:	Routine coordination with Project Sponsor, Sponsor's Contractor and NS throughout the project duration. Includes telephone and email correspondence and associated summary meeting minutes.			18	18					9		
	Sub Total	\$0.00	\$0.00	\$2,700.00	\$2.250.00	\$0.00	\$0.00	\$0.00	\$0.00	\$630.00	\$0.00	\$5,580

		PP	PM	SPE	PE	DE	SE	CI	SA	AA	SC	TOTAL
		\$225.00	\$170.00	\$150.00	\$125.00	\$100.00	\$85.00	\$95.00	\$105.00	\$70.00	\$54.00	TOTAL
Project Manageme	ent	18	0	0	0	0	0	0	0	18	0	36
Description:	Project start up, project financial and status tracking, database management and reporting, and develop, review, and SAP processing of project invoices	18								18		
	Sub Tota	\$4,050.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,260.00	\$0.00	\$5,310

Other Direct Costs Items										
Mileage:	230	Miles per Roundtrip	@	\$0.580	Per Mile	х	31	Trips	=	\$4,135.40
Subsistence	Tolls/Other:		@	\$30.00	Per Trip	х	31	Trips	=	\$930.00
Car Rental:			@	\$75.00	Per Trip	х	0	Trips	=	\$0.00
Postage:										\$0.00
									Sub Total	\$5,065

NOTES:

LOCATION:

NS FILE NO .:

MILE POST:

DESCRIPTION:

PROJECT SCOPE:

ESTIMATED CONSTRUCTION DURATION:

Estimate Prepared: November 6, 2019 Estimate Void after: 180 Days

id after: 180 Days

Previous Estimate: N/A (supplemented/superseded by this estimate)

Billing Rates and Direct Non-Salary Costs per 2019-2021 Engineering Service Contract Agreement. All costs shown are approximate with only actual incurred costs being invoiced. Final cost rounded up to the nearest \$100. TOTAL MAN-HOURS: 563

TOTAL COST: \$76,800



February 5, 2020 PI No. 0017138, Muscogee County Military Drive from Infantry Road to Hampton Inn

Mayor Skip Henderson City of Columbus/ Muscogee County 420 Tenth Street, Columbus, GA 31901

Dear Mayor Henderson:

Enclosed is a Project Framework Agreement (PFA) detailing Preliminary Engineering commitments for the above referenced project.

Please review the attached agreement and if satisfactory, execute the agreement within the Contract Authorization Tracking System (CATS) using the DocuSign® electronic signature system.

Once the signed agreements are received within CATS, they will be routed for GDOT signatures, and then Muscogee County/City of Columbus will be sent one copy of the fully executed agreement for the project file. As mentioned in the PFA, additional Specific Activity Agreements for Right of Way, Utility Relocation, and Construction will be sent at the appropriate time, if required.

If you have any questions about items contained in this agreement, please contact the Project Manager, Michael Hamilton, at (404) 631-1780.

Sincerely,

Kimberly W. Nesbitt State Program Delivery Administrator

C. L.B. KWN:CLB:CBF:MVH

cc: Honorable Lynn Westmoreland, State Transportation Board Member, Congressional District 3

Preconstruction Status Report

PI NUMBER: COUNTY: LENGTH(MI): PROJ NO: PROJ MGR:	0017138 Muscogee 0.50 Hamilton, Michael	MILITARY DF SPONSOR: MPO: TIP#: MODEL YR:	RIVE FROM INFAN GDOT Columbus TMA MIL-19	MEASUI DESIGN PRIORIT DOT DIS	RE: FIRM: Y CD: ST:	3	NN
AOHD INITIALS: OFFICE: CONSULTANT:	Vincent CLB Program Delivery	TYPE WORK: CONCEPT: PROG TYPE:	Roadway Project New Construction	CONG. I COMPLI SUFF:	DIST: ETE STREET	002 'S :	
BASE BAS Start Finis		TASKS	START DATE	FINISH DATE	ACTUAL START	ACTUAL FINISH	%

Design :	Designer: phone: N/A; email: N/A LG Representative: Rick Jones - email: rjones@columbusga.org; - phone: 706-225-3936
LGPA :	TO BE DETERMINED
Programming :	ADDED BY COLUMBUS MPO
ROW :	9 Months per Prg Mgr 2 Parcels to be donated FJW 1-14-2020

Phase PE ROW CST CST	Approved 2020 2020 2021 2021 2021	Proposed 2020 2020 2021 2021 2021	<u>Lump Yr</u>	<u>Program</u>	<u>Cost</u> \$240,000.00 \$0.00 \$1,160,000.00 \$1,160,000.00	<u>Fund</u> Z905 LOC HB170 Z905	<u>Status</u> AUTHORIZED PRECST PRECST PRECST	<u>Date Auth</u> 1/9/20
PE		ST EST AMT	<u>3</u>				MOUNTS	
FE.		\$240.000.00			Activity		Cost	Fund
ROW		\$240,000.00 \$0.00			Activity PE		Cost),000.00	Fund Z905

MGMT LET DT:

WHO LETS ?:

LET WITH:

MGMT ROW DT:

PRINT DATE: 01/15/20

1

PAGE:

GDOT Let

0

- Project Manager 1. Scope: PM Assigned Project on 11/15/19. PJS Request to Planning by 12/18/19. Anticipate PFA to LG by 1/22/20. 2. Schedule: Initial Schedule provided to SME/LG for 1st round of comments/concurrences on 12/20/19. 3. Next Milestone: PM Submits CR 4. RiskSIssues: Awaiting LG Kickoff Mtg. & NTP for upcoming LG consultant. 5. Budget: PE Authorization Pending WFTK: 13463-PE 6. MVH 1/15/20

None

BASELINE LET DT: SCHED LET DT:

ENV CONSULTANT:

LIGHTING TYP:

ENV DOC TYPE:

Pre Parcel CT
Under Review
Released

PROJECT FRAMEWORK AGREEMENT BY AND BETWEEN GEORGIA DEPARTMENT OF TRANSPORTATION AND COLUMBUS CONSOLIDATED GOVERNMENT FOR TRANSPORTATION FACILITY IMPROVEMENTS

Please indicate which Catalog of Domestic Federal Assistance Number (CFDA) applies to this agreement (Check only one):

> CFDA # 20.205 -Highway Planning and Construction Cluster
> CFDA # 20.219 -Recreational Trails Program

This Project Framework Agreement for Transportation Facility Improvements is made and entered into this____ day of ____, 20___, by and between the GEORGIA DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the **CONSOLIDATED** COLUMBUS **GOVERNMENT**, acting by and through City Council, its Mayor and hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Exhibit "A", attached and incorporated herein by reference, identified as PI#0017138 and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the contracting parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1. The LOCAL GOVERNMENT has applied for and received "Oualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the LAP certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification and pursuant to and in accordance with the DEPARTMENT'S current versions of Local Administered Project Manual, the DEPARTMENT's Plan Development Process (hereinafter referred to as "PDP"), Electronic Data Guidelines. Plan Presentation Guide, and any other applicable DEPARTMENT guidance (except in those instances where the

DEPARTMENT has by written correspondence waived the requirement to follow specific guidance).

2. The DEPARTMENT shall participate in the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities, herein referred to as "PE", as specified in Exhibit "A". The LOCAL GOVERNMENT shall contribute to the PROJECT by funding those project costs as set out in Exhibit "A".

3. The funding portion as identified in Exhibit "A" of this Agreement only applies to the PE. Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future phases, changes in local PROJECT cancellation of priorities. or the PROJECT by the LOCAL GOVERNMENT without concurrence by the Federal Highway Administration (FHWA).

4. RESERVED.

The DEPARTMENT entered into a Memorandum of Agreement with the LOCAL GOVERNMENT to establish oversight funding, attached hereto and incorporated by reference as "B". Exhibit The LOCAL GOVERNMENT will be responsible for providing payment, which represents 100% of the DEPARTMENT's PE Oversight funds as estimated in Exhibit "B" at the time of execution of this Agreement. If at any time the PE Oversight funds are depleted within \$5,000 of the remaining PE Oversight balance and project activities and tasks still outstanding, the are LOCAL shall, upon request, make GOVERNMENT additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and using the same estimate methodology as provided in Exhibit "C". If there is an unused balance after completion of all tasks and phases of the PROJECT, then pending a final audit, the remainder will be refunded to the LOCAL GOVERNMENT. All other terms and conditions of Exhibit "C" are incorporated herein.

5. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance and pursuant to with the LAP certification as outlined above in Paragraph 1, the PDP, the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred as "AASHTO", the to **DEPARTMENT's** Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT, in order to, among other goals, produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of federal funds in some or all categories outlined in this Agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding.

6. The primary consultant firm or subconsultants hired the LOCAL bv GOVERNMENT to provide services on the shall be prequalified with PROJECT the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. If there is federal aid highway program funding participation, the LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services including but not limited to

23 C.F.R. Part 172, or the Brooks Architect-Engineers Act of 1972, for any consultant hired to perform work on the PROJECT. If there are no federal aid highway program funding in the engineering and design related services contract, the contracting agency may procure the services in accordance with its established policies own and procedures which reflect applicable State and local laws. However, in such an event, the costs of consultant service contracts that utilize only State or local were not procured, funding which negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a project funded by the federal aid highway program.

7. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to let the construction per an approved Local Let Approval Form (LLAF) on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for the PROJECT.

8. The DEPARTMENT reserves the right to review and reserves approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.

9. The LOCAL **GOVERNMENT** agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

The LOCAL GOVERNMENT shall 10. be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, specifications, and other services drawings, furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

11. The Parties acknowledge that the following Exhibits and Attachments to this Agreement are hereby incorporated into and made a

part of this Agreement as though expressly written herein:

EXHIBIT A - TIP/STIP Insert

APPENDIX A – Georgia Security and Immigration Compliance Act Affidavit APPENDIX B – Federal Award Identification Worksheet APPENDIX C – Certification of Local Government Drug Free Workplace APPENDIX D – Certification of Compliances APPENDIX E – Title VI Certification and Acknowledgement Form

APPENDIX F – Request for Qualifications (RFQ) and prequalified consultant award selection package, if applicable

12. <u>COMPLIANCE WITH</u> <u>APPLICABLE LAWS</u>

The undersigned, a. of behalf the LOCAL on GOVERNMENT. certifies that the provisions of Section 45-10-20 through 45-10-28 of the Official Code of Georgia Annotated relating to Conflict of Interest and State employees and officials trading with the State have been complied with in full.

b. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated relating to the "Drug-Free Workplace Act" have been complied with in full, as stated in Appendix A of this Agreement.

c. The LOCAL GOVERNMENT has read and understands the regulations for STATE AUDIT REQUIREMENT as stated in Appendix D of this Agreement and will comply in full with said provisions of O.C.G.A. § 36-81-7. d. By execution of this Agreement, I, on behalf of the LOCAL GOVERNMENT, certify under penalty of law that the LOCAL GOVERNMENT is in compliance with the service delivery strategy law (O.C.G.A. Sec. 36-701 et seq.) and is not debarred from receiving financial assistance from the State of Georgia.

e. The LOCAL GOVERNMENT hereby agrees that it shall comply, and shall require its subcontractors to comply, with all applicable requirements of the American with Disabilities Act of 1990 (ADA), 42 U.S.C. 12101, *et seq.* and 49 U.S.C. 322; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 791; and regulations and amendments thereto.

f. Pursuant to O.C.G.A. § 13-10-91, the LOCAL GOVERNMENT and all contractors and subcontractors performing work under this Agreement are, and shall be at all times, in compliance with the Federal Work Authorization Program. Prime contractors and subcontractors may participate in any of the electronic verification work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United State Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 ("IRCA"), Appendix A.

g. The LOCAL GOVERNMENT hereby agrees that neither it nor its subcontractors shall discriminate on the basis of age, race, color, sex, national origin, religion or disability and that it and its subcontractors shall comply, at a minimum, with the following Georgia laws: the Georgia Age Discrimination Act (O.C.G.A. § 34-1-2 et seq.); the Georgia Equal Employment for Persons with Disabilities Code (O.C.G.A. 34-6A-1 et seq.); and the Sex Discrimination in Employment (O.C.G.A. 34-5-1 et seq.). The LOCAL GOVERNMENT further agrees that it and its subcontractors will comply with any and all state and federal laws not specifically stated herein addressing discrimination to the extent that such is applicable.

h.

LOCAL

GOVERNMENT acknowledges and failure complete agrees that to the certifications appropriate or submission of a false certification shall result in the termination of this Agreement.

13. This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

14. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

15. If any provision of this amendment is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

16. Nothing contained herein shall be construed as conferring upon or giving to any person, other than the parties hereto, any rights or benefits under or by reason of this Agreement.

17. This Agreement supersedes all prior negotiations, discussion, statements and agreements between the parties and constitutes the full, complete and entire agreement between the Parties with respect hereto; no member, officer, employee or agent of either party has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either Party hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both Parties and incorporated in and by reference made a part hereof.

{SIGNATURES ON NEXT PAGE}

Project #0017138 Muscogee County/Columbus Consolidated Gov't Contract ID: 48400-425-PSDPD2001191

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

Department of Transportation

Columbus Consolidated Government, Georgia

By: ____(Seal) Commissioner

By: _____(Seal) Name and Title

Signed, sealed and delivered This _____ day of _____, 20 ____, in the presence of:

Treasurer

Attest:

Witness

Notary Public

This Agreement, approved by Columbus Consolidated Gov't, the _____ day of _____, 20____

Attest:

Name and Title

Federal Employer Identification Number:

EXHIBIT A STIP/TIP Insert

AMENDMENT

COLUMBUS-PHENIX CITY TRANSPORTATION STUDY POLICY COMMITTEE

TO AMEND RESOLUTION THE GEORGIA SECTION OF THE 2040 METROPOLITAN TRANSPORTATION (MTP) THE PLAN AND 2018-2021 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS the Governors of Georgia and Alabama have designated the Columbus Department of Planning as the Metropolitan Planning Organization (MPO) for the Columbus-Phenix City (C-PCTS) urban area; and

WHEREAS it is necessary to amend the Georgia section of the 2040 Metropolitan Transportation Plan (MTP) and the 2018-2021 Transportation Improvement Program (TIP) to include the following project; and

 P.I. No 0017138 – Construct a new 2-lane road (Military Drive) from the new proposed east west (Infantry Road) that is under design to the Hampton Inn. PE - \$240,000.00 (\$192,000.00 Federal, \$48,000.00 Local), CST - \$2,320,000.00 (\$1,956,000.00 Federal, \$464,000.00 Local).

BE IT RESOLVED that the Columbus-Phenix Transportation Study Policy Committee approve the amendment of the Georgia Section of the 2040 MTP and the 2018-2021 TIP to include this project.

Mayor B.H. "Skip" Henderson, III, Chairman Columbus-Phenix City Transportation Study Policy Committee Date Attest Rick Jones, Planning Director

THIS REFLECTS THE CURRENT TIP/STIP AS OF THE EXECUTION OF THIS PFA. ANY MODIFICATION TO THE PE PHASES WILL TRIGGER A SUPPLEMENTAL PFA. ANY MODIFICATIONS TO THE ROW, UTL or CST PHASES WILL BE ADDRESSED WITH SUBSEQUENT AGREEMENTS.

APPENDIX A



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contractor's Name:	
Solicitation/Contract No./ Call No.	
or Project Description:	

CONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of the Georgia Department of Transportation has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (EEV/E-Verify Company Identification Number) Date of Authorization

Name of Contractor

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

Printed Name (of Authorized Officer or Agent of Contractor)

Signature (of Authorized Officer or Agent)

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

_____DAY OF ______, 20_____

Notary Public

My Commission Expires:

Title (of Authorized Officer or Agent of Contractor)

Date Signed

[NOTARY SEAL]

Rev. 11/01/15

Project #0017138 Muscogee County/Columbus Consolidated Gov't Contract ID:48400-425-PSDPD2001191

APPENDIX B

Federal Award Identification Worksheet

Subrecipient's name (must match registered name in DUNS)	
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	
Federal Award Identification Number (FAIN)	
Federal award date (see § 200.39 Federal Award Date	
Amount of Federal Funds Obligated by this action	
Total Amount of Federal Funds Obligated to the subrecipient	
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [Project Manager]
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

This project must comply with all aspects of 2 CFR Part 200.

Project #0017138 Muscogee County/Columbus Consolidated Gov't Contract ID:48400-425-PSDPD2001191

APPENDIX C CERTIFICATION OF LOCAL GOVERNMENT DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of ______ whose address is ______ and it is also certified that:

- 1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
- 2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
- 3. Each subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that the subcontractor's employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from that subcontractor the following written certification: "As part of the subcontracting agreement with

certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and

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

Date

Signature

APPENDIX D

CERTIFICATION OF COMPLIANCES

I hereby certify that I am a principal and duly authorized representative of ______ whose address is and it is also certified that:

I. PROCUREMENT REQUIREMENTS

The below listed provisions of State Procurement requirements shall be complied with throughout the contract period:

(a) Provisions of Chapters 2 and Chapters 4 of the Title 32 of the Official Code of Georgia Annotated. Specifically as to the County the provisions of O.C.G.A. § 32-4-40 *et seq*. and as to the Municipality the provisions of O.C.G.A. § 32-4-92 *et seq*.

II. STATE AUDIT REQUIREMENT

The provisions of Section 36-81-7 of the Official Code of Georgia Annotated, relating to the "Requirement of Audits" shall be complied with throughout the contract period in full, including but not limited to the following provisions:

- (a) Each unit of local government having a population in excess of 1,500 persons or expenditures of \$300,000.00 or more shall provide for and cause to be made an annual audit of the financial affairs and transactions of all funds and activities of the local government for each fiscal year of the local government.
- (b) The governing authority of each local unit of government not included above shall provide for and cause to be made the audit required not less often than once every two fiscal years.
- (c) The governing authority of each local unit of government having expenditures of less than \$300,000.00 in that government's most recently ended fiscal year may elect to provide for and cause to be made, in lieu of the biennial audit, an annual report of agreed upon procedures for that fiscal year.
- (d) A copy of the report and any comments made by the state auditor shall be maintained as a public record for public inspection during the regular working hours at the principal office of the local government. Those units of local government not having a principal office shall provide a notification to the public as to the location of and times during which the public may inspect the report.
- (e) The audits of each local government shall be conducted in accordance with generally accepted government auditing standards.

III. SERVICE DELIVERY STRATEGY REQUIREMENT

The provisions of Section 36-70-20 et seq. of the Official Code of Georgia, relating to the "Coordinated And Comprehensive Planning And Service Delivery By Counties And Municipalities", as amended, have been complied with throughout the contract period.

Date

Signature

Project #0017138 Muscogee County/Columbus Consolidated Gov't Contract ID:48400-425-PSDPD2001191

APPENDIX E

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non-discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

TITLE VI ACKNOWLEDGEMENT FORM

The ______ assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The ______ assures that every effort will be made to ensure non-discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

Official Name and Title

Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601) Section 504 of the 1973 Rehabilitation Act (29 USC 790) The 1973 Federal-aid Highway Act (23 USC 324) The 1975 Age Discrimination Act (42 USC 6101) Implementing Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on Environmental Justice (EJ) Executive Order 13166 on Limited English Proficiency (LEP)

NOTICE TO SPONSOR COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. Compliance with Regulations

The SPONSOR shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SPONSOR, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in tlle selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. Incorporation of Provisions

The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract,

including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

Project #0017138 Muscogee County/Columbus Consolidated Gov't Contract ID:48400-425-PSDPD2001191

APPENDIX F

Request for Qualifications (RFQ) & Prequalified Consultant Award Selection Package (if applicable)

Federal Award Identification Worksheet Instructions (***Do not send with PFA***)

Subrecipient's name (must match registered name in DUNS)	Name must match registered name in DUNS
Subrecipient's DUNS number (see § 200.32 Data Universal Numbering System (DUNS))	DUNS Number to be obtained from Local Government
Federal Award Identification Number (FAIN)	Contact Greg Underwood 404-631-1292
Federal award date (see § 200.39 Federal Award Date	Contact Greg Underwood 404-631-1292
Amount of Federal Funds Obligated by this action	"
Total Amount of Federal Funds Obligated to the subrecipient	This refers to all Federal throughout the Locals Program, contact Greg Underwood 404-631-1292
Total Amount of the Federal Award	Refer to Attachment A above
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Scope of work in contract document; refer to page 1
Name of Federal awarding agency, pass-through entity, and contact information for awarding official	FHWA, GDOT, [GDOT Project Manager]
CFDA Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement)	Refer to page 1 of contract document
Identification of whether award is R&D	No
Indirect cost rate for the Federal award (including if the de minimis rate is charged per § 200.414 Indirect (F&A) costs)	N/A

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Project Framework Agreement (PFA) for the construction of Military Drive from Infantry Road to Hampton Inn
AGENDA SUMMARY:	Approval is requested to enter into a Project Framework Agreement with the Georgia Department of Transportation to begin preliminary engineering for the Military Road Project. Funding for the project will consist of \$1,120,000 in federal Z905 funds; \$1,160,000 in state HB170 funds; and \$280,000 in local match funds for a total cost of \$2,560,000.
INITIATED BY:	Planning Department

<u>Recommendation</u>: Approval is requested to enter into an agreement with the Georgia Department of Transportation (GDOT) for the development of a new north/south road between the proposed Infantry Road and the Hampton Inn near the National Infantry Museum.

Background: The National Infantry Museum (NIM) has asked for assistance to construct a new north/south two-lane roadway to service the vacant land they own for commercial/residential purposes. The roadway would run between the new Infantry Road which is currently under design and scheduled for construction in 2022 and the Hampton Inn. The authorization of the PFA would allow for the necessary funding to programmed by GDOT and eventually allow for the hiring of consultants for the necessary design work.

<u>Analysis:</u> For the NIM to have the ability to develop their vacant property for commercial/residential purposes will require the construction of a new roadway.

Financial Considerations: GDOT will provide \$2,280,000 towards the construction of this project. The city's match will be \$280,000, with NIM donating the necessary right of way for this project. Funds for the city's portion are available from the Paving Fund.

Legal Considerations: This is a required agreement from GDOT to start the process of designing this roadway for construction.

<u>Recommendation/Action</u>: Authorize the City Manager to enter into an agreement with the Georgia Department of Transportation (GDOT) for the development of a new north/south road between the proposed Infantry Road and the Hampton Inn near the National Infantry Museum.

Attachments: Aerial of the general location of the proposed Military Drive



Potential location of the new Military Drive

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE GEORGIA DEPARTMENT OF TRANSPORTATION (GDOT) FOR A PROJECT FRAMEWORK AGREEMENT (PFA) FOR THE MILITARY DRIVE PROJECT.

WHEREAS, the National Infantry Museum (NIM) has requested the construction of a north/south two-lane roadway from the proposed Infantry Road to the Hampton Inn; and,

WHEREAS, the purpose of the new roadway will serve to provide access for the development of the property owned by NIM for commercial and residential uses; and,

WHEREAS, to begin this project requires entering into an agreement with the Georgia Department of Transportation for preliminary engineering and other related tasks.

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

That the City Manager is hereby authorized to enter into a Project Framework Agreement with the Georgia Department of Transportation to begin preliminary engineering for the Military Road Project. Funding for the project will consist of \$1,120,000 in federal Z905 funds; \$1,160,000 in state HB170 funds; and \$280,000 in local match funds for a total cost of \$2,560,000.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ______ day of ______, 2020 and adopted at said meeting by the affirmative vote of ______ members of said Council.

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

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	2020 Homeland Security Grant Program
AGENDA SUMMARY:	Approval is requested to accept a grant of \$92,673.00 or as otherwise awarded, from the 2020 Homeland Security Grant Program and amend the Multi-Governmental Fund by like amount. These funds will be utilized for the maintenance of equipment received as part of the West Central Georgia Search and Rescue (GSAR) Team.
INITIATED By:	Fire/EMS

<u>Recommendation</u>: Approval is requested to accept a grant of \$92,673.00 or as otherwise awarded, from the 2020 Homeland Security Grant Program and amend the Multi-Governmental Fund by like amount.

Background: Funds have been allocated to the 2020 Homeland Security Grant Program for the maintenance of equipment received as part of the West Central Georgia Search and Rescue (GSAR) Team. This team was formed to improve responses to heavy rescue emergencies to the citizens of Columbus and surrounding counties. Heavy search-and-rescue involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches.

Currently in the state of Georgia, there are 5 GSAR Teams. They are located at:

- Georgia SAR Coastal Glynn County and City of Savannah
- Georgia SAR Central Macon/Bibb County and Houston County
- Georgia SAR Metro Cobb, DeKalb, Fulton, Gwinnett, and Clayton Counties, and City of Atlanta
- Tifton SAR South
- Columbus SAR West Central Georgia

The GSAR teams will be able to respond to incidents across the state under mutual aid, but the local jurisdictions will own the vehicles and equipment. The goal of the GSAR teams is to have a four-hour response capability anywhere in the state.

<u>Analysis:</u> The state is providing the funds for new equipment and the maintenance of equipment already received from the state.

Financial Considerations: The grant is for equipment maintenance amounting to \$92,673.00, with no matching funds required.

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

Recommendation/Action: Authorize the City Manager to accept a grant of \$92,673.00 from the 2020 Homeland Security Grant Program.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A GRANT OF \$92,673.00 OR AS OTHERWISE AWARDED, FROM THE 2020 HOMELAND SECURITY GRANT PROGRAM AND IF NEEDED, AMEND THE MULTI-GOVERNMENTAL FUND BY LIKE AMOUNT. THESE FUNDS WILL BE UTILIZED FOR THE MAINTENANCE OF EQUIPMENT RECEIVED AS PART OF THE WEST CENTRAL GEORGIA SEARCH AND RESCUE (GSAR) TEAM. THIS TEAM WAS FORMED TO IMPROVE RESPONSES TO HEAVY RESCUE EMERGENCIES TO THE CITIZENS OF COLUMBUS AND SURROUNDING COUNTIES. HEAVY SEARCH-AND-RESCUE INVOLVES THE LOCATION, RESCUE (EXTRICATION), AND INITIAL MEDICAL STABILIZATION OF VICTIMS TRAPPED IN CONFINED SPACES. STRUCTURAL COLLAPSE IS MOST OFTEN THE CAUSE OF VICTIMS BEING TRAPPED, BUT VICTIMS MAY ALSO BE TRAPPED IN TRANSPORTATION ACCIDENTS, MINES AND COLLAPSED TRENCHES.

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

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

WHEREAS, the funds have been allocated through the 2020 Homeland Security Grant Program; and,

WHEREAS, the equipment will be utilized to respond to heavy rescue emergencies to Columbus and the surrounding counties and,

WHEREAS, this grant proposal requires no matching funds,

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

- 1) That the City Manager is hereby authorized to accept a Homeland Security Grant of \$92,673.00 from the 2020 Homeland Security Grant Program.
- 2) Amend the budget if needed through increasing the Multi-Governmental Fund by \$92,673.00 or the actual amount funded.

Introduced at a regular meeting of the Council of Columbus, Georgia held the _____ day of _____, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Security Cameras and Accessories For Metra Buses
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of security cameras and accessories for METRA buses, from Seon/MobileView (Atlanta, GA regional location), in the amount of \$148,614.00; additionally, if funding is available, approval is requested to allow METRA to purchase new security cameras, replacement cameras, or camera repairs, as needed, for the remainder of FY20.

Seon/MobileView will provide and install the security cameras and accessories, for newly acquired buses. The equipment includes: cameras, recorders, and accessories. The security cameras allow for continuous surveillance of the buses and provides the following benefits: Improved passenger safety, Driver protection, Proper enforcement of passenger rules and regulations, Evidence in crime investigation, Violence prevention and Remote monitoring. Additionally, the vendor will provide replacement cameras or repair cameras in existing buses.

Seon/MobileView (formerly UTC Fire & Security Americas Corporation) was awarded the contract to provide a security camera system for METRA buses, per RFB No. 13-0020 and authorizing Resolution #10-13. Since the award of the initial contract, METRA has purchased security cameras and accessories from the vendor. The new equipment must be compatible with the current system and equipment installed in the METRA fleet. Therefore, the vendor is considered an only known source for this purchase, per the Procurement Ordinance 3-114.

Funds are budgeted in the FY20 Budget as follow: Transportation Fund – METRA FTA - Capital Expenditures Over \$5,000; 0751-610-2400-MFTA-7761 (City 20% and Federal 80%).

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE PURCHASE OF SECURITY CAMERAS AND ACCESSORIES FOR METRA, FROM SEON/MOBILEVIEW (ATLANTA, GA REGIONAL LOCATION), IN THE AMOUNT OF \$148,614.00; ADDITIONALLY, IF FUNDING IS AVAILABLE, APPROVAL IS REQUESTED TO ALLOW METRA TO PURCHASE NEW SECURITY CAMERAS, REPLACEMENT CAMERAS, OR CAMERA REPAIRS, AS NEEDED, FOR THE REMAINDER OF FY20.

WHEREAS, Seon/MobileView will provide and install the security cameras and accessories, for newly acquired buses. The equipment includes: cameras, recorders, and accessories. The security cameras allow for continuous surveillance of the buses and provides the following benefits: Improved passenger safety, Driver protection, Proper enforcement of passenger rules and regulations, Evidence in crime investigation, Violence prevention and Remote monitoring. Additionally, the vendor will provide replacement cameras or repair cameras in existing buses; and,

WHEREAS, Seon/MobileView (formerly UTC Fire & Security Americas Corporation) was awarded the contract to provide a security camera system for METRA buses, per RFB No. 13-0020 and authorizing Resolution #10-13. Since the award of the initial contract, METRA has purchased security cameras and accessories from the vendor. The new equipment must be compatible with the current system and equipment installed in the METRA fleet. Therefore, the vendor is considered an only known source for this purchase, per the Procurement Ordinance 3-114.

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

That the City Manager is hereby authorized to purchase security cameras and accessories for METRA, from Seon/MobileView (Atlanta, GA regional location), in the amount of \$148,614.00; additionally, if funding is available, approval is requested to allow METRA to purchase new security cameras, replacement cameras, or camera repairs, as needed, for the remainder of FY20. Funds are budgeted in the FY20 Budget as follow: Transportation Fund – METRA FTA - Capital Expenditures Over \$5,000; 0751-610-2400-MFTA-7761 (City 20% and Federal 80%).

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

Councilor Allen voting	·
Councilor Barnes voting	•
Councilor Crabb voting	•
Councilor Davis voting	•
Councilor Garrett voting	•
Councilor House voting	·
Councilor Huff voting	•
Councilor Thomas voting	·
Councilor Thompson voting	•
Councilor Woodson voting	·
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Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Annual Adobe Licensing Subscription Renewal And Purchase Of Additional Adobe Programs
INITIATED BY:	Finance Department

It is requested that Council approve payment to CPAK Technology (LaGrange, GA) for the annual Adobe licensing subscription renewal for Adobe Acrobat Pro DC in the amount of \$10,425.60, per Federal GSA Contract #GS-35F-0119Y, awarded to Carahsoft who has partnered with CPAK. Additionally, approval is requested to purchase the Creative Cloud, Photoshop and Illustrator programs of the Adobe software suite from CPAK Technology, in the amount of \$15,509.88, as an only known source, as CPAK already holds the City's basic Adobe license. The grand total of the payment/purchase is \$25,935.48, and covers the period from 4/10/20 - 4/9/21. Approval is also requested to make future payments for the annual Adobe licensing subscription renewal.

The Adobe Acrobat Pro DC License renewal is required for all the city staff who utilize the Adobe software, and is used to perform a variety of editing functions on PDF documents on desktop and mobile devices. The other programs in the Adobe Suite include the following:

Creative Cloud - is a set of applications and services from Adobe Inc. that gives subscribers access to a collection of software used for graphic design, video editing, web development, photography, along with a set of mobile applications and also some optional cloud services.

Photoshop CC - is widely used for image editing, retouching, creating image compositions, website mockups, and adding affects.

Illustrator CC - As a vector drawing and editing tool used for all types of media.

Funds are budgeted in the FY20 Budget for the current renewal license payment: General Fund – Information Technology – Software Lease; 0101 - 210 - 1000 - ISS - 6541. Funds will be budgeted in subsequent fiscal years to cover future payments for the annual Adobe licensing subscription renewal.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE PAYMENT TO CPAK TECHNOLOGY (LAGRANGE, GA) FOR THE ANNUAL ADOBE LICENSING SUBSCRIPTION RENEWAL FOR ADOBE ACROBAT PRO DC IN THE AMOUNT OF \$10,425.60, PER FEDERAL GSA CONTRACT #GS-35F-0119Y, AWARDED TO CARAHSOFT WHO HAS PARTNERED WITH CPAK. ADDITIONALLY, AUTHORIZATION IS GRANTED TO PURCHASE THE CREATIVE CLOUD, PHOTOSHOP AND ILLUSTRATOR PROGRAMS OF THE ADOBE SOFTWARE SUITE FROM CPAK TECHNOLOGY, IN THE AMOUNT OF \$15,509.88, AS AN ONLY KNOWN SOURCE, AS CPAK ALREADY HOLDS THE CITY'S BASIC ADOBE LICENSE. THE GRAND TOTAL OF THE PAYMENT/PURCHASE IS \$25,935.48, AND COVERS THE PERIOD FROM 4/10/20 – 4/9/21. APPROVAL IS ALSO REQUESTED TO MAKE FUTURE PAYMENTS FOR THE ANNUAL ADOBE LICENSING SUBSCRIPTION RENEWAL.

WHEREAS, The Adobe Acrobat Pro DC License renewal is required for all the city staff who utilize the Adobe software, and is used to perform a variety of editing functions on PDF documents on desktop and mobile devices. The other programs in the Adobe Suite include the following:

Creative Cloud - is a set of applications and services from Adobe Inc. that gives subscribers access to a collection of software used for graphic design, video editing, web development, photography, along with a set of mobile applications and also some optional cloud services.

Photoshop CC - is widely used for image editing, retouching, creating image compositions, website mockups, and adding affects.

Illustrator CC - As a vector drawing and editing tool used for all types of media.

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

That the City Manager is hereby authorized to make payment to CPAK Technolgy (LaGrange, GA) for the annual Adobe licensing subscription renewal for Adobe Acrobat Pro DC in the amount of \$10,425.60, per Federal GSA Contract #GS-35F-0119Y, awarded to Carahsoft who has partnered with CPAK. Additionally, the City Manager is authorized to purchase the Creative Cloud, Photoshop and Illustrator programs of the Adobe software suite from CPAK Technology, in the amount of \$15,509.88. The grand total of the payment/purchase is \$25,935.48, and covers the period from 4/10/20 - 4/9/21. The City Manager is further authorized to make future payments for the annual Adobe licensing subscription renewal. Funds are budgeted in the FY20 Budget for the current renewal license payment: General Fund – Information Technology – Software Lease; 0101 - 210 - 1000 - ISS - 6541. Funds will be budgeted in subsequent fiscal years to cover future payments for the annual Adobe licensing subscription renewal.

Introduced at a regular meeting of the Council of Columbus,	Georgia, held the day of	f
2020 and adopted at said meeting by the affirmative vote of	•	il.

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Agenda Item - Page 2 of 3

Councilor Garrett voting______.Councilor House voting______.Councilor Huff voting______.Councilor Thomas voting______.Councilor Thompson voting______.Councilor Woodson voting______.

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Public Employee Retirement System Pension and Benefit Trust ("The Pension Fund") Investment Consultant Services (Annual Contract)
INITIATED BY:	Finance Department

It is requested that Council ratify the recommendation from the Pension Board for the procurement of investment consultant services from Raymond James and Associates, Inc. (Columbus, GA), to include: Consulting, Custodial and Fiduciary services, for the retirement system, while optimizing the return on investments for the benefit of the Pension fund.

The term of this contract shall be for a period of five (5) years, beginning April 1, 2020 through March 31, 2025.

Annual Contract History:

The previous five-year contract was awarded on March 25, 2014 (Resolution No. 118-14) to Raymond James (Columbus, GA).

<u>RFP</u> Advertisement and Receipt of Proposals:

Specifications were posted on the web page of the Purchasing Division and the Georgia Procurement Registry on October 17, 2019. This RFP has been advertised, opened and evaluated. Five (5) proposals were received on November 15, 2020 from the following firms:

Raymond James and Associates, Inc. (Columbus, GA) AndCo Consulting, LLC (Orlando, FL) Aon Hewitt Investment Consulting, Inc. (Atlanta, GA) Graystone Consulting (Atlanta, GA) Wells Fargo Advisors (Columbus, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS		
Description	Date	Agenda/Action
Committee Rules/Proposals	11/19/19	The Evaluation Committee rules and proposal copies were
		delivered to the committee.
1 st Evaluation Meeting	12/09/19	Committee members discussed each proposal and determined
		additional information should be forwarded to all firms and
		clarification should be requested from two (2) firms.
Additional Information	12/6/20	Additional information was forwarded to all firms.

Additional Information/	12/11/20	Additional information was forwarded to all firms, including
Clarification Requested		the request for clarification from two (2) firms.
Clarification Received	12/12/20	Clarification was received from the two (2) firms.
Evaluation Forms Forwarded	12/16/19	Evaluation forms were forwarded to the voting committee
		members.
Evaluation Results	02/06/20	Evaluations completed and scores compiled. As reflected by
		the Evaluation Committee's scoring and comments, Raymond
		James was the highest-ranking vendor.
Award Recommendation	03/11/20	The Finance Director presented the Committee's Evaluation
		Results to the Pension Board. The Board approved award of
		the contract to the highest ranked vendor, Raymond James
		and Associates, Inc.

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee which consisted of three (3) voting members from the Pension Board.

One (1) member from the City Manager's Office, one (1) member from the Human Resources Department, one (1) member for the City Attorney's Office, and two (2) members from the Finance Department served as non-voting advisors.

Award Recommendation:

The evaluation committee deemed the proposal from Raymond James and Associates, Inc. as most responsive to the RFP specifications. Therefore, the Evaluation Committee, as reflected by their comments provided below, recommends award of the contract to Raymond James and Associates, Inc. for the following reasons:

- The firm can provide advisory services as an ERISA fiduciary.
- The firm handles over \$838 Billion in client assets.
- The firm has a significant Columbus presence; local branch/operation.
- The firm has a wealth of knowledge about the City's fund.
- The firm can provide internal and external resources to meet the requirements under O.C.G.A. 47-1-7.

Vendor Qualifications/Experience:

• Founded in 1962, Raymond James is a diversified financial services company providing asset management, capital markets, banking, private client and other services to institutions, corporations, municipalities and individuals.

- Public since 1983, the firm has been listed on the New York Stock Exchange since 1986, under the symbol RJF.
- Its three (3) wholly owned broker-dealers, Raymond James & Associates, Raymond James Financial Services, and Raymond James, Ltd., have more than 7,900 financial advisors in more than 3,100 locations throughout the United States, Canada and abroad.
- The primary consultant assigned to this contract has 28 years in the financial services industry and 21 years as an investment advisor. The primary consultant's community service includes the Columbus Regional Foundation (Trustee 2007 2013); Leadership Georgia (Class of 1996, Board Member 1997 2000; and Leadership Columbus (Class of 1994).

Taft-Harley Plans	Public Clients
Hawaii Ironworkers Local #625	Fed. States of Micronesia Social Security Administration
Laborers International Union of North America Local #368	Mobile – County Retirement Plan
Carpet Linoleum & Soft Tile Local #1926	Rep. of Palau Civil Service Pension Plan
Corporate Clients	Private & Public Nonprofits
Total Systems Retirement Plan	Bedsole Foundation
NATCO Credit Union	Foundation of Osceola Education
National Mortgage & Finance	Catholic Diocese of Jackson, MS

• Listed below is a *sampling* of the largest clients of Raymond James:

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 are available each fiscal year for the ongoing expense from the Pension Fund 0970.

A RESOLUTION

NO._____

A RESOLUTION APPROVING THE RECOMMENDATION FROM THE PENSION BOARD TO PROCURE INVESTMENT CONSULTANT SERVICES, FROM RAYMOND JAMES AND ASSOCIATES, INC. (COLUMBUS, GA), TO INCLUDE: CONSULTING, CUSTODIAL AND FIDUCIARY SERVICES, FOR THE RETIREMENT SYSTEM, WHILE OPTIMIZING THE RETURN ON INVESTMENTS FOR THE BENEFIT OF THE PENSION FUND.

WHEREAS, an RFP was administered (RFP No. 20-0007) and five (5) proposals were received; and,

WHEREAS, the proposal submitted by Raymond James and Associates, Inc. met all proposal requirements and was evaluated most responsive to the RFP; and,

WHEREAS, the term of the contract shall be for a period of five (5) years, beginning April 1, 2020 through March 31, 2025. It should be noted that multi-year contracts might be continued each fiscal year with approval from the Board.

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

That the City Manager, on behalf of the Board of Trustees of the Columbus Georgia Pension Fund, is hereby authorized to procure investment consultant services from Raymond James (Columbus, GA) to include: Consulting, Custodial and Fiduciary services, for the retirement system, while optimizing the return on investments for the benefit of the Pension fund. Funds are available each fiscal year for the ongoing expense from the Pension Fund 0970.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the ______ day of ______, 2020 and adopted at said meeting by the affirmative vote of ______ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	PAVEMENT MARKING SERVICES
INITIATED BY:	Finance Department

It is requested that Council approve the annual contract for pavement marking services with Peek Pavement Marking, LLC, (Columbus, GA) on an "as needed basis", for the total estimated contract value of \$4,547,672.00. The Traffic Engineering Division anticipates spending approximately \$250,000.00, annually, based on prior years' usage and inflation.

The vendor shall provide all materials, supplies, equipment, trained personnel and layout services to cause a satisfactory application of pavement markings in accordance with the Georgia Department of Transportation, the Federal Manual of Uniform Traffic Control Devices (MUTCD), or as specified by the Traffic Engineering Manager or his/her agent.

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

Bid specifications were posted on the web pages of the Purchasing Division and Georgia Procurement Registry. This bid has been advertised, opened and reviewed. One (1) bid was received on February 12, 2020.

In accordance with Section 3-108, Item H of the Procurement Ordinance, the Purchasing Division performed due diligence by conducting a survey of non-responsive firms to determine if it was necessary to revise the specifications to encourage more competition. The following (5) vendors were surveyed:

- 1. Traffic Markings, Inc. No response.
- 2. Allen Asphalt Services No response.
- 3. ChemSeal Asphalt Maintenance No response.
- 4. Robinson Paving Company No response.
- 5. Wolford Contracting Co LLC No response.

Based on the responses to the survey, the Purchasing Division determined that revisions were not required to the specifications. The Purchasing Division opened the one (1) bid received from the following Contractor:

DESCRIPTION	Peek Pavement Marking, LLC (Columbus, GA)
I. Waterborne Traffic Line Paint	\$84,900.00
II. Waterborne Traffic Line Paint - High Build	\$112,250.00
III. Thermoplastic Markings - 30 Mill	\$230,350.00
IV. Thermoplastic Markings - 60 Mill	\$260,350.00

V. Thermoplastic Markings - 90 Mill	\$267,150.00
VI. Preformed Plastic Pavement Marking	\$2,845,700.00
VII. Raised Pavement Markings	\$104,500.00
VIII. Removal of Markings - Grinding	\$260,712.00
IX. Removal of Markings - Water Blast	\$381,760.00
TOTAL BID	\$4,547,672.00

Funds are budgeted each fiscal year for this on-going expense: Paving Fund – Engineering – Highways & Roads – Road Maintenance Materials; 0203-250-2200-ROAD-6726; and Capital Projects – Paving Fund Support Projects - Road Maintenance Materials - Resurfacing/Rehabilitation Program; 0508 - 660 – 3000 – CPPF- 6726- 21023.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR PAVEMENT MARKING SERVICES, ON AN "AS NEEDED BASIS", FROM PEEK PAVEMENT MARKING, INC., (COLUMBUS, GA) FOR THE TOTAL ESTIMATED CONTRACT VALUE OF \$4,547,672.00. TRAFFIC ENGINEERING HAS BUDGETED \$250,000.00, ANNUALLY, FOR PAVEMENT MARKING SERVICES.

WHEREAS, the contractor will perform pavement marking services in accordance with the Federal Manual of Uniform Traffic control Devices, or as specified by the Traffic Engineer or appointed agent: and,

WHEREAS, the initial term of the contract shall be for two (2) years with option to renew for three (3) additional twelve-month periods. Contract renewal is contingent upon 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 for pavement marking services, on an "as needed basis", from Peek Pavement Marking, LLC. (Columbus, GA) for the total estimated contract value of \$4,547,672.00. Traffic Engineering has budgeted \$250,000.00, annually, for pavement marking services. Funds are budgeted each fiscal year for this on-going expense: Paving Fund – Engineering – Highways & Roads – Road Maintenance Materials; 0203-250-2200-ROAD-6726; and Capital Projects – Paving Fund Support Projects - Road Maintenance Materials - Resurfacing/Rehabilitation Program; 0508 - 660 – 3000 – CPPF- 6726- 21023.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the	day of
, 2020 and adopted at said meeting by the affirmative vote of	members of said
Council.	

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

B.H. "Skip" Henderson III, Mayor Agenda Item - Page **3** of **4**

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Aerial And Ground Ladder Inspection & Testing Services (Annual Contract) RFB NO. 20-0050
INITIATED BY:	Finance Department

It is requested that Council approve the annual contract with Consolidated Fleet Services, Inc. dba CFS Inspections (Searcy, AR) to provide aerial and ground ladder inspection and testing services to the Columbus Fire and EMS Department for the estimated annual contract value of \$6,685.00.

Contractor shall furnish all labor, materials, supplies, supervision and transportation to provide inspection and testing services on aerial and ground ladders for Columbus Fire and EMS Department. The inspection and testing shall be performed in accordance with the latest edition of NFPA Standard 1911 for aerial ladders and 1932 for ground ladders. This test shall be conducted during the month of November each year before the prior year test expires.

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

Bid specifications were posted on the web pages of the Purchasing Division and Georgia Procurement Registry. Two bids were received on March 4, 2020. This bid has been advertised, opened and reviewed. The bidders were:

Consolidated Fleet Services, Inc. dba CFS Inspections (Searcy, AR)	\$6,685.00
Diversified Inspections/ITL, Inc. (Phoenix, AZ)	\$6,941.00

Funds are budgeted each fiscal year for this on-going expense: General Fund – Fire & EMS – Logistics/Support – Operating Materials; 0101-410-3610-LOGI-6728.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT WITH CONSOLIDATED FLEET SERVICES, INC. DBA CFS INSPECTIONS (SEARCY, AR) TO PROVIDE AERIAL AND GROUND LADDER INSPECTION & TESTING SERVICES, TO THE COLUMBUS FIRE AND EMS DEPARTMENT, FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$6,685.00.

WHEREAS, the Contractor shall furnish all labor, materials, supplies, supervision and transportation to provide inspection and testing services on aerial and ground ladders for Columbus Fire and EMS Department. The inspection and testing shall be performed in accordance with the latest edition of NFPA Standard 1911 for aerial ladders and 1932 for ground ladders. This test shall be conducted during the month of November each year before the prior year test expires; and,

WHEREAS, the contract term shall be for two (2) years, with option to renew for three (3) additional twelve (12) 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 the annual contract with Consolidated Fleet Services, Inc. dba CFS Inspections (Searcy, AR) to provide aerial and ground ladder inspection & testing services, to the Columbus Fire and EMS Department, for the estimated contract value of \$6,685.00. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Fire & EMS – Logistics/Support – Operating Materials; 0101-410-3610-LOGI-6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of _____, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

Muscogee County Elections and Registration

Nancy Boren, Director

Election Information

- If you voted absentee by mail or in person for the March 24, 2020 Presidential Primary:
 - Ballots will be counted in the May 19, 2020 General Primary/Nonpartisan Election
 - Ballot for May 19, 2020 will contain party primary candidates and the nonpartisan election candidates only

Ballot selection is not affected by ballot voted in March

Election Information

If you did not vote in the presidential primary/special election in March:

The ballot for May will contain presidential candidates, special purpose local option sales tax for education (ESPLOST), general primary partisan candidates for federal, state, and local offices and nonpartisan election candidates

Voters will select the ballot to receive (Republican, Democrat or Nonpartisan)

Voter Registration and absentee ballots

- Voter registration, address, or name change deadline for May 19, 2020 is April 20, 2020.
- If you are 65 or older, disabled and you have requested a ballot for the calendar year, you will receive the ballot by mail when available.
- If you are 65 and older or disabled, you can request a ballot one time for the remainder of the calendar year by completing an absentee ballot application.
- All voters can request an absentee ballot without reason

Additional Information

- Mvp.sos.ga.gov
- Columbusga.gov/elections
- Registertovote.sos.ga.gov (check voter registration, register, make changes to current registration)
- Elections Office 706-653-4392; FAX 706-225-4394
- nboren@columbusga.org
- Mailing address: Elections, PO Box 1340, Columbus, GA 31902-1340



March 25, 2020

1. <u>Tree Removal & Stump Grinding/Removal Services (Re-Bid) (Annual Contract) –</u> <u>RFB No. 20-0051</u>

Scope of Bid

Provide Columbus Consolidated Government with professional services on as "as needed basis" for the following options: Option 1) Remove trees (and all related debris) throughout the City on an "as needed" basis. Option 2) Provide stump grinding/removal services throughout the City on an "as needed" basis. Vendors may bid on either or both options.

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

2. <u>Dumpster/Roll Off Container Rental and Servicing (Annual Contract) – RFB No. 20-0053</u>

Scope of Bid

Provide dumpsters/roll off containers on a rental basis, to include servicing the equipment as needed. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

April 1, 2020

1. <u>Transit Enhancements (Annual Contract) – RFB No. 20-0049</u> Scope of Bid

Provide transit enhancement items to METRA Transit System on an "as needed" basis. The items include mesh trash receptacles; benches with and without backs; jumbo horizontal message centers; and single-face info centers.

The contract term will be three (3) years.

2. <u>Lot Clearing Services III (Annual Contract) – RFB No. 20-0055</u> Scope of Bid

Provide services for annual clearing of vacant or unoccupied lots, including cutting and removing grass, weeds, undergrowth and other vegetation, and removing any/all solid waste for the Department of Inspections and Code. Due to the number of upcoming projects, the City has identified the need to contract with additional vendors to provide the requested services.

This tertiary contract will run concurrently with Lot Clearing Services RFB No. 18-0029 (the Prime Contract), which initiated on March 12, 2018, for two (2) years with the option to renew for three (3) additional twelve-month periods.

3. <u>Veterinary Services (Annual Contract) – RFB No. 20-0056</u>

Scope of RFB

Provide veterinarian services for the Columbus Animal Care and Control Center (ACCC) under the Public Works Department. The contract term will be for two (2) years with the option to renew for three (3) additional twelve-month periods.

<u>April 3, 2020</u>

1. Parking Lot Control Equipment for Bay Avenue Garage and 9th Street Lot

Scope of RFP

Columbus Consolidated Government (the City) invites qualified vendors to submit proposals to furnish

and install a complete parking lot control system for the Bay Avenue Parking Garage and 9th Street Parking

Lot.

<u>April 8, 2020</u>

1. <u>Heavy-Duty Mobile Bus Lift Systems (Annual Contract) – RFB No. 20-0057</u> Scope of Bid

Provide heavy duty mobile bus lift systems to the METRA Transit System of Columbus Consolidated Government (the City). Each set shall consist of a set of four (4) columns, including one (1) master and three (3) secondaries. The proposed system shall be able to raise cars, trucks, or buses for the purpose of inspection, service, or maintenance. They systems will be procured on an "as needed" basis.

The contract term will be three (3) years.

2. <u>Maintenance Services for Security Locking System/Door Hinges (Annual Contract) –</u> <u>RFB No. 20-0058</u>

Provide preventive maintenance and repair service for security locking systems/door hinges at the Muscogee County Jail. The services shall be performed at both towers, the Jail Annex and the Jail Administration areas; *the old 1939 Jail will not be included in this contract*. Maintenance shall include semi-annual service trips and repair services shall be on an "as needed" basis, including emergencies.

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

RESOLUTION

NO. _____

A Resolution to cancel the March 31, 2020 Consent Agenda/ Work Session and the April 7, 2020 monthly Proclamation Session of the Council of Columbus, Georgia.

WHEREAS, regular Council meetings shall commence at the time or times as set forth in the rules of procedures by the Council of Columbus, Georgia; and,

WHEREAS, in accordance with Section 3-103 (4) of the Charter, the Council by a majority vote of the Council at least seven days prior to the meeting cancel a regularly scheduled meeting; and

WHEREAS, the Council desires to make a change in its regular meeting schedule by cancelling the March 31, 2020 Consent Agenda/ Work Session and the April 7, 2020 monthly Proclamation Session.

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

Pursuant to Section 3-103 (4) of the Charter of Columbus, Georgia, that the March 31, 2020 Consent Agenda/ Work Session and the April 7, 2020 monthly Proclamation Session are hereby cancelled.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24th day of March, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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

RESOLUTION

NO. _____

A resolution receiving the report of the Director of Finance concerning certain alcoholic beverage licenses and approving the same.

WHEREAS, the Director of Finance has presented a report listing the alcoholic beverage applications processed and licenses that have been issued or denied; and,

WHEREAS, the director of finance is to administer issuance of alcoholic beverage licenses and to report to Council pursuant to Section 3-2(c)(d)(e) of the Columbus Code of Ordinances.

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

That the February 2020 Alcoholic Beverage Report of the Director of Finance be and the same is hereby received and approved.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 24th day of March, 2020 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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

MEMORANDUM

TO:	Mayor and Council Members	DATE:	March 20, 2020
THROUGH:	Sandra Davis Clerk of Council	SUBJECT:	ALCOHOLIC BEVERAGE REPORT
FROM:	Angelica Alexander Finance Director		

The following report lists the alcoholic beverage applications processed during the month of February 2020 and is submitted to Council pursuant to the Columbus Code, Section 3-2(c)(d)(e).

NEW:

MIXED DRINKS, BEER & WINE ON PREMISES

Sanjay Choudhury Trevioli At Rapids 1329 Front Avenue, Ste. A (*Restaurant*)

Ana L. Sardinas Lemongrass Thai & Sushi 2 2979 Northlake Parkway, Ste. 600 (*Restaurant*)

TRANSFERS:

LIQUOR, BEER & WINE OFF PREMISES

- FROM: John H. Urban Cork & Bottle 1710 South Lumpkin Road (Liquor/Package Store)
- TO: Jatinder Singh Cork & Bottle 1710 South Lumpkin Road (Liquor/Package Store)

Alcoholic Beverage Report for February 2020 Page 2 of 4

TRANSFERS (con't):

BEER & WINE OFF PREMISES

FROM:	Adam Harry Fridge Sorrow
	Summit Shell #100496
	3021 Macon Road
	(Convenience Store with Gasoline Sales)

- TO: Mital Atulbhai Patel Summit No. 9 3021 Macon Road (Convenience Store with Gasoline Sales)
- FROM: Adam Harry Fridge Sorrow Summit Shell #100506 7890 Veterans Parkway (Convenience Store with Gasoline Sales)
- TO: Mital Atulbhai Patel Summit No. 37 7890 Veterans Parkway (Convenience Store with Gasoline Sales)
- FROM: Adam Harry Fridge Sorrow Summit Shell #100511 5757 Buena Vista Road (Convenience Store with Gasoline Sales)
- TO: Mital Atulbhai Patel Summit No. 51 5757 Buena Vista Road (Convenience Store with Gasoline Sales)

Alcoholic Beverage Report for February 2020 Page 3 of 4

TRANSFERS (con't):

BEER & WINE OFF PREMISES

(Convenience Store with Gasoline Sales)

FROM:	Myra Swinton Myricks Fuel Tech Food Mart 314 5 th Street (Convenience Store with Gasoline Sales)
TO:	Myra Swinton Myricks Fuel Tech Food Mart 314 5 th Street

(Ownership Change)

- FROM: Sumira Imtiaz University Chevron 3711 Macon Road (Convenience Store with Gasoline Sales)
- TO: Vimlaben Karsaliya University Chevron 3711 Macon Road (Convenience Store with Gasoline Sales)
- FROM: Kantilal Patel M.K. Mart 1100 Farr Road (Convenience Store)
- TO: Manish Patel M.K. Mart 1100 Farr Road (Convenience Store)

Alcoholic Beverage Report for February 2020 Page 4 of 4

WITHDRAWN:

NONE

DENIED:

NONE



Board of Elections and Registrations

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 Eleanor L. White Diane Scrimpshire Linda Parker

Muscogee County Board of Elections and Registration January 16, 2020 Minutes

The monthly meeting for the Muscogee County Board of Elections and Registration was held Thursday, January 16th. Chairperson Margaret Jenkins called the meeting to order at 2:00 p.m. All members of the Board were present with Linda Parker being excused. December Board meeting minutes were adopted.

New Business:

- Congratulations to Chair Margaret Jenkins, Eleanor White, and Diane Scrimpshire on 4 more years of service
- Board approves Nancy Boren to send Council acceptance letter on behalf of reappointed members
- Qualifying fees set at last Council meeting, 3% of established salary.
- Sample ballots will be at each precinct.

• Publishing legal adds could become a problem without legal organ.

List Maintenance:

- Diane Scrimpshire motioned and Uhland Roberts seconded to approve VR report for December with 105 obituary deaths.
- Increase of voter registration applications 115-120 thousand active voters in Muscogee County.

Old Business:

- Old voting equipment to be picked up on Monday January 21st
- New voting equipment set to be delivered on January 28th
- Voting Demos will continue until first week of February 2020
- Demo set for elections office staff to provide service for community
- Polling place inspectors reschedule dates in January for the 16th &17th for the 23rd &24th starting at 9:00 a.m. Final reviews to be sent to the state.

Discussion:

- Old equipment will be stored until lawsuits are final
- SEB rules amended and posted for public comment.
- Current allocation for set up 1 for every 250 voters
- Emergency Ballot: to be used as back up if printers do not work

Correspondence:

• Each precinct will be set up with a table of instructions for each station



Board of Elections and Registrations

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 Eleanor L. White Diane Scrimpshire Linda Parker

Guests:

- Elizabeth Romey League of Women Voters
- Barbara Romey League of Women Voters
- Pam Parker Muscogee County Democratic Rep to DPG
- Rick Parker DPG Legal Liaison

No further business Chairperson, Margaret Jenkins, adjourned the meeting at 3:24 p.m.

Respectfully Submitted,

oret *Jenkins* Jenkins Chairperson



Columbus, Georgia, Board of Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

City Services Center 3111 Citizens Way Columbus, GA 31906 Mailing Address: PO Box 1340 Columbus, GA 31902

Board Members

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

Chester Randolph Chairman Pat Bettis Hunter Assessor Trey Carmack Assessor

Chief Appraiser Suzanne Widenhouse Todd A. Hammonds Assessor Jayne Govar Vice Chairman

MINUTES #07-20

<u>CALL TO ORDER</u>: Vice Chairman Jayne Govar calls the Columbus, Georgia Board of Assessors' meeting to order on Monday March 2, 2020, at 9:00 AM.

PRESENT ARE

Chairman Chester Randolph Vice Chairman Jayne Govar Assessor Patricia Hunter Assessor Todd Hammonds Assessor Trey Carmack Chief Appraiser/Secretary Suzanne Widenhouse Deputy Chief Appraiser Glen Thomason Recording Secretary Michele Reynolds

<u>APPROVAL OF AGENDA</u>: Assessor Hammonds motions to accept Agenda with 3 changes. Assessor Hunter seconds and the motion carries.

<u>APPROVAL OF MINUTES:</u> Assessor Hunter motions to accept the Minutes #06-20. Assessor Hammonds seconds and the motion carries.

Chief Appraiser Widenhouse updates the Board on the following:

• Resignation of Residential Appraiser

At 9:10, Administrative Division Manager Leilani Floyd enters the meeting and presents the following:

• VA Exemption 2019 retro for 066 016 005. Assessor Hammonds motions to accept the retro. Assessor Hunter seconds and the motion carries.

At 9:17, Personal Property Division Manager Stacy Pollard enters the meeting and presents the following:

- 1 Business Adjustment; approved
- 2 Motor Vehicle Adjustment; approved
- 2020 Aircraft Bluebook Appraisal Guide: approved

At 9:21, Commercial Division Manager Tanya Rios enters the meeting and present the following:

Waiver and Releases from settlement conferences: 073 025 014 and 015 022 001, approved.

At 9:38 Chief Appraiser Widenhouse presents the following:

- Correction to Confidentiality and Non-Disclosure Policy. Approved and signed.
- New Policy for Low Income Housing Tax Credit valuation. Discussion followed. Chairman Randolph suggests the BOA read and review this week and discuss again at next meeting prior to approval.

At 10:22, Executive Session called with no votes taken.

At 10:25, Chairman Randolph adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary 19月19年08-20 MAR 09 2020 APPROVED: 🖞. GOVAR C. RANDOLPH T.A. HÁMMONDS T. CARMACK P.B. HUNTER

CHAIRMAN

ASSESSOR

ASSESSOR

ASSESSOR

VICE CHAIRMAN



Columbus, Georgía, Board of 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

Chester Randolph Chairman Pat Bettis Hunter Assessor Board Members Trey Carmack

Assessor Chief Appraiser Suzanne Widenhouse Todd A. Hammonds Assessor Jayne Govar Vice Chairman

MINUTES #08-20

<u>CALL TO ORDER</u>: Chairman Chester Randolph calls the Columbus, Georgia Board of Assessors' meeting to order on Monday March 9, 2020, at 9:20 AM.

PRESENT ARE:

Chairman Chester Randolph Vice Chairman Jayne Govar Assessor Patricia Hunter Assessor Todd Hammonds Assessor Trey Carmack Chief Appraiser/Secretary Suzanne Widenhouse Deputy Chief Appraiser Glen Thomason Recording Secretary Michele Reynolds

<u>APPROVAL OF AGENDA & MINUTES</u>: Assessor Hunter motions to accept Agenda with 1 change. Vice Chairman Govar seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Carmack motions to accept the Minutes #07-20. Assessor Hunter seconds and the motion carries.

At 9:22, Chief Appraiser Widenhouse presents the following on behalf of the Administrative Division:

• VA Exemption 2019 retro for 062 041 009. Approved and signed.

At 9:25, Commercial Division Manager Tanya Rios and Appraiser Kelly Nalls enter the meeting and present the following:

- Map Splits for 066 036 030, 067 024 025, 109 007 007 & 110 015 001: approved & signed.
- Settlement Agreement for 2018 for 072 010 021 presented.
- Settlement Conference value change for 006 014 012, 006 014 010 & 006 014 017. Assessor Carmack motions to accept the 2019 value changes. Assessor Hammonds seconds and the motion carries. Waiver and Releases signed.

At 10:34 Chief Appraiser Widenhouse presents the following:

- Georgia 2020 values for FLPA & CUVA. Vice Chairman Govar motions to accept the 2020 Georgia Values. Assessor Hammonds seconds and the motion carries.
- Low Income Housing Tax Credit Policy adopted.
- Non-disclosure requests presented. Assessor Carmack motions to accept. Assessor Hunter seconds and the motion carries.

At 10:52, Chairman Randolph adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary MIN# 0 9 - 2 0 MAR 1 6 2020 APPROVED:_ T. CARMACK J. GOVAR C. RANDOLPH T.A. HAMMONDS P.B. HUNTER VICE CHAIRMAN ASSESSOR CHAIRMAN ASSESSOR ASSESSOR



6416

THE HOUSING AUTHORITY OF COLUMBUS, GEORGIA

Regular Meeting

January 15, 2020 9:00 AM Columbus, Georgia

The Commissioners of the Housing Authority of Columbus, Georgia met in a regular session in Columbus, Georgia.

Chairman Larry Cardin called the meeting to order and on roll call the following Commissioners answered present:

Ed Burdeshaw John Greenman Charles Alexander Tiffani Stacy Jeanella Pendleton John Sheftall

In attendance from the Housing Authority staff was Len Williams, Chief Executive Officer, Lisa Walters, Chief Operating Officer, Susan McGuire, Chief of Human Resources, 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 Attorney Jerry Watts.

Mr. Ray Kuniansky with Columbia Residential was also in attendance.

INVOCATION:

Chairman Cardin delivered the invocation.

ADOPTION OF AGENDA:

Chairman Cardin called for a motion to approve the meeting agenda as presented.

Motion for approval of the agenda was made by Commissioner Stacy, seconded by Commissioner Pendleton.

Chairman Cardin called for approval of the minutes from the December 18, 2019 Board meeting.

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Stacy. Motion carried.

CHARGE-OFF OF RESIDENT ACCOUNT BALANCES:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3345

A RESOLUTION AUTHORIZING THE CHARGE-OFF OF RESIDENT ACCOUNT BALANCES TO COLLECTION LOSS FOR THE AUTHORITY'S PUBLIC HOUSING PROJECTS FOR THE MONTH ENDING DECEMBER 31, 2019

Motion for approval was made by Commissioner Stacy, seconded by Commissioner Greenman. Motion carried.

<u>A PRESENTATION FOR THE DESIGN OF CHASE HOMES</u> <u>RE-DEVELOPMENT</u>:

The presentation was made through video conferencing with JHP Architects, Dallas, Texas.

This detailed presentation showed the Chase site plan and the proposed architectural design of the apartments and the amenities.

Mr. Ray Kuniansky with Columbia Residential also spoke on the design plans.

ANNUAL DUE DILIGENCE REPORT FOR THE HACG VALIC/AIG EMPLOYEE RETIREMENT PLAN:

Ms. Crisp presented the annual report and stated the Variable Annuity Life Insurance Company (VALIC), rebranded to AIG Life & Retirement Group in March 2019, which is a subsidiary of American International Group, In. (AIG).

Ms. Crisp stated HACG contributes 15% of each employee's compensation if they were hired before July 1, 2015. Employees hired after July 1, 2015, HACG matches dollar for dollar with a maximum of 15%.

HACG staff has reviewed A.M. Best's credit report and the VALIC Company I and II annual reports.

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Motion for approval to continue using AIG for another year was made by Alexander, seconded by Commissioner Pendleton. Motion carried.

CONSIDER APPROVAL OF A CONTRACT FOR THE DEMOLITION DESIGN SERVICES FOR CHASE HOMES:

Ms. Johnson stated HACG issued a Request for Proposals (RFP) on November 5, 2019 for the Chase Homes Demolition Services. There was one proposal received from Long Engineering.

Long Engineering scored an average of 91 out of 100 points. HACG has used the services of Long Engineering on previous projects at Chapman Homes and the BTW Apartments.

Motion for approval was made by Commissioner Sheftall, seconded by Commissioner Stacy. Motion carried.

CONSIDER APPROVAL OF A RESOLUTION TO GRANT AN EASEMENT REQUEST FROM THE GEORGIA POWER COMPANY FOR HACG PROPERTY LOCATED AT 1702 ALVAN CHAPMAN WAY:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3346

A RESOLUTION AUTHORIZING THE APPROVAL TO GRANT AN EASEMENT REQUEST FROM THE GEORGIA POWER COMPANY FOR PROPERTY LOCATED AT 1702 ALVAN CHAPMAN WAY

Ms. Johnson presented an easement request from the Georgia Power Company to relocate utility pole, guy wire and anchors located at 1702 Alvan H. Chapman Way.

Motion for approval was made by Commissioner Burdeshaw, seconded by Commissioner Stacy. Motion carried.

CONSIDER APPROVAL OF A RESOLUTION TO GRANT AN EASEMENT REQUEST FROM THE GEORGIA POWER COMPANY FOR HACG PROPERTY LOCATED AT E.J. KNIGHT APARTMENTS:

The following Resolution was introduced and duly considered:

RESOLUTION NO. 3347

A RESOLUTION AUTHORIZING THE APPROVAL TO GRANT AN EASEMENT REQUEST FROM THE GEORGIA POWER COMPANY FOR PROPERTY LOCATED AT E.J. KNIGHT APARTMENTS

Ms. Johnson presented an easement request from the Georgia Power Company to relocate utility pole, guy wire and anchors located at E.J. Knight Apartments.

Motion for approval was made by Commissioner Stacy, seconded by Commissioner Alexander. Motion carried.

<u>A PRESENTATION TO THE BOARD REPORTING THE RESULTS</u> OF THE HACG RESIDENT AND LANDLORD SURVEYS:

Ms. Godwin gave a detailed report on the results of the HACG Resident and Landlord survey completed in late 2019.

The Board requested Ms. Godwin to report back at the February meeting to see if the respondents of the survey were the same as the population of our resident base.

REPORT FROM THE GOVERNANCE COMMITTEE:

Commissioner Greenman announced that he was continuing to email newsletter materials to the Board and if anyone had any feedback to please let him know.

REPORT FROM THE AUDIT AND FINANCE COMMITTEE:

Commissioner Alexander stated there was no report.

REPORT FROM THE REAL ESTATE COMMMITTEE:

Commissioner Burdeshaw stated there was no report.

EXECUTIVE DIRECTOR'S REPORT:

Mr. Williams informed the Board there was a need to add a maintenance technician position for Canty Homes. The position was not budgeted. There was no opposition.

Mr. Williams stated that he and Mrs. Walters had attended the PHADA Conference in Phoenix, Arizona, earlier this month.

Mrs. Walters gave a briefing on several important matters that were discussed at the PHADA Conference.

PHADA and other industry leaders were able to get Congress to agree to include legislation requiring HUD to formulate the ACC rule through negotiated rule making. There would be no changes to the Annual Contributions Contract without negotiation and HUD is contractually obligated to provide Congressionally approved funding to PHA's.

Mrs. Walters stated PHADA and other industry leaders were able to get Congress to agree to prevent the HUD proposed FSS evaluation system. Additionally, the Tenant Empowerment Act, relating to tenants causing damage and inspection protocols. There is also PHADA participation in homelessness legislation and is seeking input from PHA's. There is also a proposed Public Housing Fire Safety Act which would be a competitive grant for \$25 million per year for ten years.

Mr. Williams announced that he had attended his last PHADA Trustee meeting.

Mr. Williams informed the Board of the Weracoba Creek flood study and the initial results should be available by April 2020.

Mr. Williams announced Mrs. Godwin had graduated from the PHADA Executive Director course study and received her diploma while in Phoenix.

ADJOURN:

There being no further business, a motion to adjourn was made by Commissioner Sheftall and seconded by Commissioner Stacy. The motion carried.

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R. Larry Cardin Chairman

J. Len Williams Secretary-Treasurer

4. <u>COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:</u>

A. BOARD OF HISTORIC & ARCHITECTURAL REVIEW: Ms. Emily Flournoy was nominated to succeed Mr. Tyler Allen as the Uptown Business Association Representative. (Councilor Thomas' nominee) New Term expires: January 31, 2023.

5. COUNCIL DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE **CONFIRMED FOR THIS MEETING:**

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

(Council District 2- Davis) Angela Wagenti Not Eligible to succeed Term Expires: March 27, 2020 Valerie Thompson

Not Eligible to succeed Term Expires: March 27, 2020 L. K. Pendleton - Does not desire reappointment Eligible to succeed Term Expires: March 27, 2020

(Council District 4- Thompson)

(Council District 7- Woodson)

Michael Porter

Not Eligible to succeed Term Expires: March 27, 2020 (Council District 9- Thomas)

Council appointments serve two-year terms. Board meets four-times annually.

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

A. ANIMAL CONTROL ADVISORY BOARD:

Carol Bassett

Open for Nominations

Resigned Term Expires: October 15, 2020

These are two-year term. Board meets as needed.