	Co	ouncil Membe	ers		
R. Gary Allen Charmaine Crabb	Jerry 'Pops' Barnes Glenn Davis	Tyson Begly Bruce Huff	R. Walker Garrett	Judy W. Thomas	
Charmanie Clabo	Orenni Davis	Druce Hull	Toyia Tucker	Joanne Cogle	
Clerk of Council					
		Sandra T. Davis			

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

July 25, 2023 5:30 PM Regular Meeting

MAYOR'S AGENDA

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

<u>INVOCATION</u>: Offered by Pastor Gloria Smith, Pleasant Grove Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

<u>1.</u> Approval of minutes for the July 11, 2023 Council Meeting and Executive Session.

PRESENTATIONS:

- 2. Citizen Life Saving Awards (Presented by Chief Sal Scarpa, Columbus Fire Department and Assistant Daniel Hord)
- 3. Fire & EMS Audit (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)

CITY ATTORNEY'S AGENDA

ORDINANCES

- 2nd Reading-REZN-05-23-0878: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 8151 Fortson Road (parcel # 073-026-004) from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)
- 2. 2nd Reading- REZN-05-23-0895: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 7150 Schomburg Road (parcel # 101-001-003 I 101-001-003H) from Residential Estate 1 (RE1) Zoning District to Residential Multifamily 1 (RMF1) Zoning District and to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)
- **3. 2nd Reading-** An Ordinance creating a new Article XXII of Chapter 2 of the Columbus Code to create a Liberty Theatre & Cultural Arts Center Advisory Board; and for other purposes. (as amended on 1st Reading) (Councilor Huff)

RESOLUTIONS

- **4.** A resolution ratifying a resolution adopted by the Hospital Authority of Columbus, Georgia (the "Authority") authorizing the issuance of its refunding revenue anticipation certificates, Series 2023 in accordance with the official intent of the council contained in its Resolutions No. 131-23 and No. 228-23; to approve the execution and delivery of the second amendment to contract between Columbus, Georgia, and the Authority; to authorize officials of Columbus to take such further actions as are necessary to provide for the issuance and delivery of said certificates; and for other purposes. (Request of the Hospital Authority of Columbus)
- 5. A resolution adopting a revised City Vehicle / Car Allowance Policy (Request of Council)
- **6.** A resolution authorizing the City Manager to engage a healthcare consultant, using legally required procurement processes, to assist with formulation of plans for an indigent/inmate care program to serve the residents of Muscogee County, to include providing advice with regard to a more positive renaming of the program and reimbursement for services already provided in FY 23 and FY 24. (Councilor Davis)

PUBLIC AGENDA

- 1. Mr. Marvin Broadwater, Sr., Re: Crime Prevention Funding and Indigent Care Funding.
- 2. Ms. Ashley Badr, Re: The concerns with rainwater flow on her property.



- 3. Mr. DeMarco Johnson, Re: Steam Mill Road Project.
- 4. Mr. Malik McCotter-Jordan, Re: Suggestion on ways to save money to increase the funding for the Police Department and improve transportation.
- 5. Mr. John Anker, Re: Thanks to the Council for the adjustments to the millage rate.

CITY MANAGER'S AGENDA

<u>1.</u> Risk Management Donations for Risk and Safety Day Community Event

Approval is requested to accept financial donations from businesses and organizations to be used to host a Risk and Safety Day Community Event.

<u>2.</u> Columbus Police Department: Donation

Approval is requested to accept a donation in the amount of \$25 given in support of the Columbus Police Department and Special Olympics Georgia.

3. PURCHASES

- A. Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and Its Board (Annual Contract) – RFP No. 23-0016
- B. Concrete Pipe (Annual Contract)
- C. Feasibility Study for Additional Holes at Oxbow Creek Golf Course RFP No. 23-0034
- D. Amendment 9 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002
- E. Amendment 5 for Space Planning and Programming & Design Professional Services for Columbus Consolidated Government Center Project RFQ No. 20-0001
- F. Grounds Maintenance Services (Annual Contract) RFP No. 23-0013
- <u>G.</u> Legal Representation in Real Estate Matters for the Columbus Consolidated Government (Annual Contract) RFP No. 23-0018
- H. Declaration of Surplus and Donation of Three Crown Victoria Vehicles to Warm Springs Police Department
- <u>I.</u> Declaration of Surplus and Donation of Three Crown Victoria Vehicles to City of White Police Department
- <u>J.</u> Repair of Bulldozer for Public Works Department

Page **3** of **6**

4. UPDATES AND PRESENTATIONS

- A. City Hall Update Ryan Pruett, Director, Inspections & Code
- B. Public Safety Take-Home Vehicles to Alabama Lauren Vance, Risk Management & Compliance Officer, Risk Management
- C. Indigent Care Update Pam Hodge, Deputy City Manager, Finance, Planning & Development

BID ADVERTISEMENT

DATE: July 25, 2023

July 26, 2023

1. <u>Confiscated Firearms for Credit or Swap II – RFB No. 23-0039</u>

Scope of bid

The Consolidated Government of Columbus, Georgia (City) is offering confiscated firearms for sale to a licensed firearms dealer who can issue a credit to purchase or swap for Rock River LE2020M rifles with accessories.

August 9, 2023

1. Agricultural Chemicals (Annual Contract) – RFB No. 24-0002

Scope of bid

The Consolidated Government of Columbus, Georgia (City) is seeking vendors to provide agricultural chemicals, for the Parks and Recreation and Public Works Departments, on an "as needed" basis.

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

REFERRALS:

Referrals from 7.11.2023

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

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

Board of Tax Assessors, #22-23

Board of Water Commissioners, January 9, March 13, April 10 and May 15, 2023



Board of Zoning Appeals, June 7, 2023

Convention & Visitors, Board of Commissioners, May 15, 2023

Columbus Golf Course Authority, June 27, 2023

Development Authority of Columbus, June 1 & 15, 2023

Mayor's Commission on Persons with Disabilities, April 18, 2023

Region 6 Regional Advisory Council for Department of Behavioral Health and Developmental Disabilities, May 11, September 14 and November 9, 2022 and May 10, 2023

ADD-ON RESOLUTION

<u>**RESOLUTION</u></u> - A resolution excusing Councilor Bruce Huff from the July 25, 2023 Council Meeting.</u>**

BOARD APPOINTMENTS - ACTION REQUESTED

2. <u>COUNCIL APPOINTMENT- READY FOR CONFIRMATION:</u>

A. <u>COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON</u> <u>ENCOUNTERS (CIRCLE):</u> Judge Pete Temesgen was nominated to fill the unexpired term of Ms. SarahAnn Arcila. *(Councilor Begly's nominee)* Term expires: March 1, 2024

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

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

Chris Poirier

(Council District 2- Davis)

Resigned to accept another appointment Term Expires: March 27, 2024

Sendreka Lakes

(Council District 9- Thomas)

Seat declared vacant Term Expires: March 27, 2024

Page **5** of **6**

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.

Page 6 of 6

- Page 6 -

File Attachments for Item:

1. Approval of minutes for the July 11, 2023 Council Meeting and Executive Session.

COUNCIL OF COLUMBUS, GEORGIA

CITY COUNCIL MEETING MINUTES

Council Chambers C. E. "Red" McDaniel City Services Center- Second Floor 3111 Citizens Way, Columbus, GA 31906 July 11, 2023 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, Tyson Begly, Joanne Cogle, Charmaine Crabb, Glenn Davis, Bruce Huff (arrived at 9:06 a.m.), Judy W. Thomas, and Toyia Tucker. City Manager Isaiah Hugley, City Attorney Clifton Fay, Clerk of Council Sandra T. Davis, and Deputy Clerk of Council Lindsey G. McLemore were present.

ABSENT: Councilor R. Walker Garrett was absent from the meeting.

<u>The following documents have been included as a part of the electronic Agenda Packet:</u> (1) Columbus City Hall Update Presentation; (2) Family Connection Presentation; (3) Public Safety Take Home Vehicles to Alabama Presentation; (4) Legacy Terrace Update Presentation

The following documents were distributed around the Council table: (1) Ordinance with amendments for City Attorney's Agenda Item # 3

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

INVOCATION: Offered by Pastor Ricky Smith, Calvary Baptist Church of Columbus, Georgia

PLEDGE OF ALLEGIANCE: Led by Mayor Henderson

MINUTES

1. Approval of minutes for the June 27, 2023 Council Meeting and Executive Session. Mayor Pro Tem Allen made a motion to approve the minutes, seconded by Councilor Cogle and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, and Councilor Garrett being absent from the meeting.

PROCLAMATION:

2. **Proclamation:** Columbus Restaurant Week

<u>Mayor Pro Tem R. Gary Allen</u> read the proclamation into record, proclaiming the week of July 17 to July 23, 2023, as *Columbus Restaurant Week*, recognizing the restaurants in Columbus, Georgia and being received by Ms. Katie Bishop on behalf of local restaurant owners.

CITY ATTORNEY'S AGENDA

ORDINANCES

- 1st Reading-REZN-05-23-0878: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at 8151 Fortson Road (parcel # 073-026-004) from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)
- 1st Reading- REZN-05-23-0895: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at 7150 Schomburg Road (parcel # 101-001-003 I 101-001-003H) from Residential Estate 1 (RE1) Zoning District to Residential Multifamily 1 (RMF1) Zoning District and to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

Attorney Austin Gibson (Page Scrantom Sprouse Tucker & Ford, P.C.) approached the rostrum on behalf of Ms. Ann Vaughn Cook Tilley, who owns the property located at 7150 Schomburg Road. He explained the plans for the land is for mixed use, with a restaurant, urgent care or pharmacy, retail space, and six multi-family buildings with four units each. He explained there are plans for a buffer between the sections as required by the Unified Development Ordinance.

<u>Ms. Michelle Malecki (7028 Robins Nest Drive, Columbus, GA 31909)</u> approached the rostrum to express her concerns regarding the impact of the development on the residents in the Robins Nest Neighborhood.

<u>Ms. Cheryl Carpenter (736 Robins Nest Drive, Columbus, GA 31909)</u> approached the rostrum to express her concerns regarding the increase in traffic that the development would bring to the area, the safety of the children in the neighborhood and the lack of sidewalks.

<u>Mayor Pro Tem R. Gary Allen</u> explained as the District 6 Councilor, he would be glad to meet with Ms. Malecki, Ms. Carpenter, and the developer to address some of the concerns expressed.

<u>Planning Director Will Johnson</u> approached the rostrum to respond to Councilor Thomas' question regarding sidewalks. He explained that the developer would be required to install sidewalks in this development.

REFERRAL(S):

FOR THE CITY MANAGER:

- Check with the Engineering Department on lowering the speed limit on Schomburg Road. (*Request of Councilor Thomas*)
- 3. 1st Reading- An Ordinance creating a new Article XXII of Chapter 2 of the Columbus Code to create a Liberty Theatre & Cultural Arts Center Advisory Board; and for other purposes. (Councilor Huff) Councilor Huff made a motion to amend the ordinance to add in *Section 2-296* "One of the nine voting members will be a licensed CPA", in *Section 2-298(a)(4)* "add the Board Chair and Civic Center Director or their designees shall report to Council on the results of the review", and in *Section 2-298(a)(5)* "and the Board Chair and Civic Center Director or their designees shall report to Council on the results of the signees shall report quarterly to Council on the results of the site visit", seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting.

Page **2** of **11**

RESOLUTIONS

4. Resolution (226-23): A resolution approving a Special Exception to allow for a private school in existing buildings located at 4361 Weems Road located in a Single Family Residential 2 (SFR2) zoning district. (Planning Department and PAC recommend conditional approval.) (Mayor Pro-Tem) Councilor Crabb made a motion to amend the resolution to add "said fence shall be located on the south side of the pond located to the northeast of the development, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. Councilor Crabb made a motion to approve the resolution as amended, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting.

<u>**Planning Director Will Johnson**</u> approached the rostrum to respond to Councilor Thomas, stating this private school would be Kindergarten through twelfth grade.

<u>Ms. Amy Gill, G2 Commercial Real Estate (Applicant)</u> approached the rostrum to respond to any questions by the members of Council.

5. Resolution (**227-23**): A resolution commending John Rivers for his architectural contributions to the City of Columbus. (Councilor Barnes) Councilor Barnes read the resolution in its entirety into the record. Councilor Barnes then made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting.

<u>Mr. John Rivers</u> approached the rostrum with his family and friends to receive the resolution commending him for his accomplishments and contribution to the City of Columbus.

<u>CITY ATTORNEY'S AGENDA (continued)</u>

6. A resolution providing for the reimbursement of certain expenses incurred in providing qualified professional service to indigent citizens of Muscogee County and Inmates. (Mayor Pro-Tem)

<u>Councilor Glenn Davis</u> stated for the record, that no member of Council participated in the RFP for indigent care before the last meeting when concerns were raised.

After some additional discussion, Councilor Davis made a motion to carry over the account of money to 2024 for indigent care. (*Councilor Davis later withdrew his motion.*)

City Attorney Clifton Fay stated since no action was taken, this item will be tabled.

REFERRAL(S):

FOR THE CITY ATTORNEY:

- Add to the legislative agenda a request to change the name of "Indigent Care" to the "Community Healthcare Program". (*Request of Councilor Cogle*)

FOR THE CITY MANAGER:

- Provide the members of Council the RFP for the City of Columbus and the State of Georgia so they are able to compare them side-by-side. (*Request of Councilor Cogle*)
- Provide a presentation at the next meeting on the RFP process and how the recommendation that is submitted to Council is determined. (*Request of Councilor Thomas*)

Page **3** of **11**

Council Meeting Minutes July 11, 2023

- Page 10 -

- Wants more information on how the State of Georgia handles their indigent care program as it pertains to service claims, payments, and eligibility criteria. (*Request of Councilor Crabb*)

CITY MANAGER'S AGENDA

5. UPDATES AND PRESENTATIONS

D. Indigent Care Update - Pam Hodge, Deputy City Manager, Financial Planning and Infrastructure

Deputy City Manager Pam Hodge approached the rostrum to outline the components of the RFP and how the recommendations came about. (*NOTE: This update was called up as the next order of business as listed on the City Manager's Agenda Item* 5"D") She explained after thirty years of paying lumpsum payments to one entity, the members of Council expressed that it was their desire to move in a different direction going forward. She stated the RFP for indigent care was developed after reviewing other RFPs throughout the state and how they structured their indigent care programs. She explained that not every proposal submitted could a rate be negotiated, and the request in the RFP was the rate would be a percentage of Medicaid rates. She further explained that some of the entities who applied was not capable of reporting services and invoicing in the manner required by the Finance Department, and some entities proposed providing only certain services and would not provide rates for those services.

7. Resolution (228-23): A resolution of the Council of Columbus, Georgia, redeclaring its official intent set forth in Resolution No. 131-23; authorizing Davenport & Company, LLC to pursue different methods of sales for the proposed Hospital Authority of Columbus, Georgia Refunding Revenue Anticipation Certificates, Series 2023; and for other purposes. (Request of the Hospital Authority of Columbus) Councilor Thomas made a motion to approve the resolution, seconded by Councilor Crabb and carried unanimously by the eight members present, with Mayor Pro Tem Begly being absent for the vote, and Councilor Garrett being absent from the meeting.

PUBLIC AGENDA

- 1. Ms. Sarah Carter, Re: The overgrown trees and bushes on the neighboring property. Not Present
- 2. Mr. Nicholas Ginter, Re: A portion of Front Avenue blocked for construction purposes. *Cancelled*

CITY MANAGER'S AGENDA

1. Sidewalk and Maintenance Easement Acceptance That portion of a 6.5 ft. Sidewalk and Maintenance Easement located on Outparcels 5-A, 5-B and 6 along the right-of-way for Midland Commons Blvd.

Resolution (229-23): A resolution authorizing the acceptance of a 6.5 ft. sidewalk and maintenance easement on Outparcels 5A, 5B and 6 along Midland Commons Blvd. right-of-way, on behalf of Columbus, Georgia. Councilor Crabb made a motion to approve the resolution,

Page **4** of **11**

- Page 11 -

seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

2. State of Georgia Department of Community Affairs Equity Fund Rural Workforce Housing Application (NeighborWorks Columbus)

Resolution (230-23): A resolution authorizing the Columbus Consolidated Government to apply for and accept of awarded a Georgia Department of Community Affairs Equity Fund Rural Workforce Housing Initiative Loan/Grant for Workforce Housing at Elliott's Walk and to amend multi-governmental fund by the amount awarded. Councilor Davis made a motion to approve the resolution, seconded by Councilor Cogle and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

<u>Neighborworks CEO Cathy Williams</u> approached the rostrum and thank the members of Council for the approval and provided a brief update on Elliott's Walk.

3. Donation for the Columbus Police Department, Muscogee County Sheriff's Office, and Fire & EMS Department

Resolution (231-23): A resolution authorizing the acceptance of a \$1,500 anonymous donation for the Columbus Police Department, Muscogee County Sheriff's Office, and Fire & EMS Department. Councilor Tucker made a motion to approve the resolution, seconded by Councilor Thomas and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

4. <u>PURCHASES</u>

A. Fuel Purchases for Fiscal Year 2024

Resolution (232-23): A resolution authorizing payment for Fiscal Year 2024 fuel purchases awarded to the vendor submitting the lowest, responsive, responsible quote via the daily fuel quote process. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

B. Federal and State Mandated Fees for Fiscal Year 2024

Resolution (233-23): A resolution authorizing payment for various Federal and State Mandated Fees during Fiscal Year 2024. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

C. Axon Virtual Training System for the Columbus Police Department – Georgia State Contract/NASPO Cooperative Purchase

Page **5** of **11**

Resolution (234-23): A resolution authorizing the purchase of the Axon Virtual Training System from Axon Enterprises (Scottsdale, AZ), in the amount of \$152,654.10, for the Columbus Police Department. This purchase will be accomplished by cooperative purchase via Georgia Statewide Contract #99999-SPD-NVPPAOK000-0003/NASPO Contract # OK-MA-145-015. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

D. Integrated Ballistic Identification System (IBIS) for the Police Department

Resolution (235-23): A resolution authorizing the purchase of an Integrated Ballistic Identification System from Forensic Technology/Ultra Group (Largo, FL) in the amount of \$357,297.00. This amount includes the purchase of the system in the amount of \$235,251.00 with a five-year warranty in the amount of \$122,046.00. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

E. Concrete Slabs for Exterior Exercise Equipment – RFB No. 23-0042

Resolution (236-23): A resolution authorizing the execution of a contract with Freeman& Associates, Inc. (Columbus, GA) in the amount of \$113,961.00 for three concrete slabs for the Parks and Recreation Department. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting. (*Mayor Pro Tem Allen requested that his vote be cast in the affirmative upon returning to his respective seat.*)

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

A. City Hall Update – Ryan Pruett, Director, Inspections & Code

Inspections & Code Director Ryan Pruett approached the rostrum to provide an update on the move to City Hall. He explained that we are currently in Phase I of the move, with IT, Finance, UGA Cooperative Extension, Job Training, Parks & Recreation, and Human Resources moved and operational. He stated the Mayor's Office, City Manager's Office, City Attorney's Office, Clerk of Council's Office, and 311 are schedule to open at City Hall on July 18, 2023. He explained Phase II will begin in 2025. In response to a question from Councilor Cogle, he stated the parking deck would open to the public sometime in August after some work in completed.

REFERRAL(S):

FOR THE CITY MANAGER:

- Update referrals when included in Council agenda packet, to include final determination and/or responses if provided. (*Request of Councilor Tucker*)
 - B. Columbus Family Connection Update Zoé Hightower, Director, Columbus Family Connection

<u>City Manager Isaiah Hugley</u> introduced the next update, explaining the City of Athens funds a program like the Navigator Program out of their budget for \$1 million a year with nineteen employees. He explained they wanted to do something similar on a smaller scale with the use of ARP funds as a pilot program for three years.

Page **6** of **11**

- Page 13 -

<u>Columbus Family Connection Director Zoé Hightower</u> approached the rostrum to provide an update on the Columbus Family Connection Program. She explained Family Connection is a statewide initiative provided in all 159 counties in the State of Georgia, which was implemented in the nineties by Governor Zell Miller after a national survey was conducted and Georgia was ranked 48th out of 50 for educational, social, economic, and physical well-being of children. She also provided information on the Columbus Family connection Coalition Board, with members serving two-year terms and appointed by a nominating committee.

REFERRAL(S):

FOR THE CITY MANAGER:

- Let the members of Council know when the partners come out, so they are able to attend. (*Request of Councilor Huff*)
 - C. Public Safety Take Home Vehicles to Alabama Lauren Vance, Risk Management & Compliance Officer, Risk Management

Risk Management & Compliance Officer Lauren Vance approached the rostrum to provide a presentation on topic of public safety employees being permitted to take city-owned vehicles across state lines into Alabama. She explained the Sovereign Immunity that the Columbus Consolidated Government is under for motor vehicle accidents is only recognized in the State of Georgia with a limited liability exposure up to a maximum of \$750,000. She stated the State of Alabama does not recognize Georgia's immunity and the caps that protect us in Georgia, posing the potential for unlimited liability exposure for city-owned vehicles in Alabama.

<u>Councilor Tyson Begly</u> explained he would suggest getting a group together with representatives from the Muscogee County Sheriff's Office, Columbus Police Department, Fire & EMS, City Council, along with Lauren Vance to take a deeper dive to understand how LaGrange got comfortable with the risks and talking with Georgia Insurance and Safety Fire Commissioner John King to see if there is a way to work with the State of Alabama. He stated the information provided is helpful, but this is a tough decision without a clear answer.

<u>Mayor Pro Tem R. Gary Allen</u> made a motion to give a six-month timeline to decide and to involve the Mayor, City Attorney, GMA, and ACCG in the group described by Councilor Begly and to get something settled on the state level.

<u>City Attorney Clifton Fay</u> stated the liability exposure is what attorneys and risk managers worry about in situations such as this, and with no sovereign immunity there is no liability cap for the City to be sued and the public safety employee can be sued individually. He explained the best solution would be if Georgia and Alabama got together and developed an interstate compact that says Georgia's liability cap and protection would apply if one of your officers is involved in a motor vehicle accident. He stated this would be the best option if we could get the General Assembly, Attorney General, and officials in Alabama to agree.

When Councilor Crabb asked questions regarding the motion on the floor and if Option 2 was the selection, Mayor Pro Tem Allen advised that his motion is broader than Option 2, which is to allow public safety employees who reside in Alabama to drive their city owned vehicles home with a signed document acknowledging they are subject to the liabilities as described by the City Attorney, and we put together a coalition of partners to try to move this forward in the next six months, seconded by Councilor Crabb and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting.

<u>Councilor Joanne Cogle</u> stated for the record, after the six-month timeline is over and if legislation does not change that the issue is approached by Council with the intention that it will be continued going forward to the very best of their ability.

<u>City Manager Isaiah Hugley</u> stated he wants the General Government employees to be treated equally and will provide information on how many of those employees reside in Alabama on the agenda for the next meeting.

Interim Police Chief Stoney Mathis approached the rostrum to thank the members of Council for their consideration in changing the take home car policy that would greatly improve moral. He stated this policy change would also make it easier to recruit new officers that live in Alabama. He also stated that the policy needs to include a limit to how many miles they can travel and stipulations like they are not allowed to go lights and sirens while in Alabama.

REFERRAL(S):

FOR THE CITY MANAGER:

- Provide information on the number of accidents that occurred while public safety employees were off duty in a city-owned vehicle over the last two to five years. (*Request of Councilor Crabb*)
- Let's determine how many officers that are not part of the administration that will be taking their cars into Alabama to determine the potential liability. (*Request of Councilor Barnes*)
 - D. Indigent Care Update Pam Hodge, Deputy City Manager, Financial Planning and Infrastructure

(<u>NOTE:</u> This update, as provided by Deputy City Manager Pam Hodge, was called upon earlier in the meeting during the City Attorney's Agenda.)

E. Legacy Terrace Update - Pam Hodge, Deputy City manager, Financial Planning and Infrastructure

Deputy City Manager Pam Hodge approached the rostrum to provide an update on Liberty Terrace, the seventeen affordable senior housing units on 9th Street and 8th Avenue that the City of Columbus acquired in 2009. She explained that she is before Council in accordance with Ordinance 13-39, when it is expected for there to be a budget overage. She stated in February 2022, repairs related to termite damage was approved by Council per Resolution 041-22 and after those monies and with help from reserve funding that would be replenished, the funding required to complete the repairs is \$22,789.85.

Councilor Davis made a motion to approve the request for the additional funding of \$22,789.85, seconded by Councilor Thomas and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent for the meeting.

REFERRAL(S):

FOR THE CITY MANAGER:

- Look into the restriping of parking in the Uptown Area. (Request of Councilor Davis)
- Greenery is overgrown and beginning to cover signage coming from Farr Road to Old Cusseta Road. (*Request of Councilor Huff*)

- Page 15 -

BID ADVERTISEMENT

DATE: July 11, 2023

July 12, 2023

1. <u>Removal of Residual Ground Material & Removal and Disposal/Reuse of Large Tree</u> <u>Trunks (Annual Contract) – RFB No. 23-0043</u>

Scope of bid

The Consolidated Government of Columbus, Georgia (City) invites qualified contractors to submit bids to provide the following services on an "as needed" basis:

Option 1: Residual waste removal on an "as needed" basis, for either Pine Grove or Granite Bluff Landfill. Such ground material could be used as fuel, mulch, or some other recyclable commodity.

Option 2: Removal and disposal/reuse of large tree trunks on an "as needed" basis.

The contract would be awarded to the vendor that can provide the greatest economic benefit to the City for each option.

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

July 14, 2023

1. <u>Automated Speed Detection for School Zone Safety Enforcement (Annual Contract) –</u> <u>RFP No. 23-0036</u>

<u>Scope of RFP</u>

The Columbus Consolidated Government is requesting proposals for automated speed detection for school zone safety enforcement systems and services, specifically LiDAR (Light Detection and Ranging) with ALPR (Automated License Plate Readers) functions to integrate with the existing Flock Safety system for the Columbus Police Department.

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

REFERRALS:

Referrals

CLERK OF COUNCIL'S AGENDA

ENCLOSURES - ACTION REQUESTED

- 1. **RESOLUTION** (237-23) A resolution excusing Councilor R. Walker Garrett from the July 11, 2023 Council Meeting. Councilor Crabb made a motion to approve the resolution, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.
- 2. Travel Authorization Request for Councilor Tyson Begly to attend the Fall 2023 Robert E. Knox, Jr. Municipal Leadership Institute. Councilor Thomas made a motion to approve the request, seconded by Mayor Pro Tem Allen with there being an inconclusive vote for action of three-tofour, with Mayor Pro Tem Allen and Councilors Begly and Thomas voting in favor, Councilors Cogle, Crabb, Davis and Tucker voting in opposition, Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.

Page **9** of **11**

Council Meeting Minutes July 11, 2023

- Page 16 -

- 3. Email correspondence from Atty Jack Schley- Hospital Authority of Columbus requesting that the seat of Ms. Jennings Chester be declared vacant. (*Ms. Chester desires to vacate the seat once a successor is appointed.*) Mayor Pro Tem Allen made a motion to declare the seat of Ms. Jennings Chester as vacant, seconded by Councilor Davis and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.
- 4. Email correspondence from Mr. Chris Poirier resigning from his District Two seat on the Community Development Advisory Council. (*Mr. Poirier has accepted an appointment to the Public Safety Advisory Commission.*) Mayor Pro Tem Allen made a motion to receive the resignation, seconded by Councilor Thomas and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.

5. Minutes of the following boards:

Airport Commission, June 22, July 29, August 24, September 28, October 26, and November 16, 2022 and November 29, 2022 Special Called Meeting

Board of Tax Assessors, #21-23

Board of Water Commissioners, March 14, April 11, May 9, July 11, and November 14, 2022

Budget Review Committee, May 16, 2023

Employee Benefits Committee, April 17, 2023

Hospital Authority of Columbus, May 30, 2023

Housing Authority of Columbus, May 17, 2023

Planning Advisory Commission, May 17, 2023

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

BOARD APPOINTMENTS - ACTION REQUESTED

6. COUNCIL APPOINTMENTS- READY FOR CONFIRMATION:

- A. <u>ANIMAL CONTROL ADVISORY BOARD</u>: Ms. Lori Turner was nominated to fill the unexpired term of Mr. Stephen Waters. (*Councilor Begly's nominee*) Term expires: October 15, 2023. Councilor Crabb made a motion for confirmation, seconded by Mayor Pro Tem Allen and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.
- **B.** <u>AUDIT COMMITTEE:</u> Mr. Michael Bruder was nominated to serve in a new member seat as the *Financial, Accounting or Governmental representative*. (*Councilor Davis' nominee*) Term expires: June 30, 2025. Mayor Pro Tem Allen made a motion for confirmation, seconded by Councilor Crabb and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.

Page **10** of **11**

Council Meeting Minutes July 11, 2023 C. <u>BUILDING AUTHORITY OF COLUMBUS:</u> Mr. Johnny Byrd, II was nominated to succeed Ms. Leila Carr. (*Councilor Huff's nominee*) Term expires: March 24, 2025. Councilor Crabb made a motion for confirmation, seconded by Councilor Tucker and carried unanimously by the seven members present, with Councilors Barnes and Huff being absent for the vote, and Councilor Garrett being absent from the meeting.

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

A. <u>COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON</u> <u>ENCOUNTERS (CIRCLE):</u>

A nominee for the seat of SarahAnn Arcila (*Resigned*) for a term expiring on March 1, 2024, on the Commission on International Relations & Cultural Liaison Encounters (*Council's Appointment*). Councilor Begly nominated Pete Temesgen to fill the unexpired term of SarahAnn Arcila.

EXECUTIVE SESSION:

Mayor Henderson entertained a motion to go into executive session to discuss matters of litigation, potential litigation, property acquisition and disposal, and personnel as requested earlier in the meeting by City Attorney Fay. Mayor Pro Tem Allen made a motion to go into Executive Session, seconded by Councilor Crabb and carried unanimously by the eight members present, with Councilor Huff being absent for the vote, Councilor Garrett being absent from the meeting, and the time being 1:10 p.m.

The Regular Meeting reconvened at 2:24 p.m., at which time, Mayor Henderson announced that the Council did meet in executive session to discuss matters of litigation, potential litigation, property acquisition and disposal, and personnel; however, there were no votes taken.

RESOLUTION (ADD-ON):

Resolution (238-23): A resolution authorizing the City Manager, City Attorney and Finance Director to make payments which total \$600,000.00 to settle claims filed in District Court on behalf of Columbus Police Department employees Ralph Dowe and Allen "Tony" Litle against any and all parties, including attorney's fees. Councilor Crabb made a motion to approve the resolution, seconded by Councilor Tucker and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting.

With there being no further business to discuss, Mayor Henderson entertained a motion for adjournment. Motion by Councilor Crabb to adjourn the July 11, 2023 Regular Council Meeting, seconded by Mayor Pro Tem Allen and carried unanimously by the nine members present, with Councilor Garrett being absent from the meeting, and the time being 2:25 p.m.

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

Page **11** of **11**

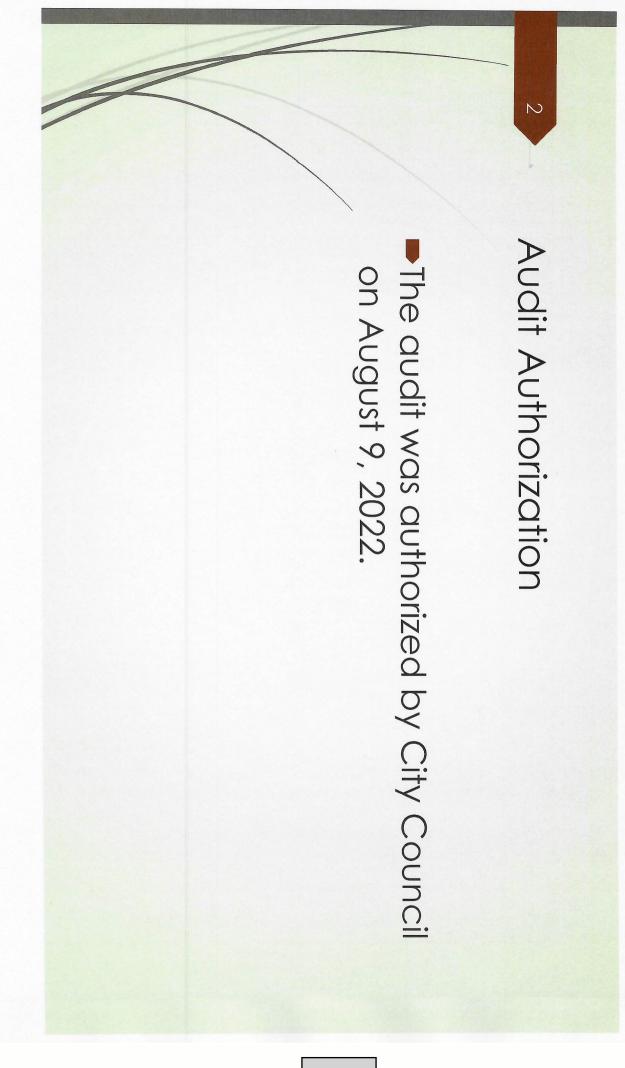
Council Meeting Minutes July 11, 2023

File Attachments for Item:

3. Fire & EMS Audit (Presented by Donna McGinnis, Internal Auditor/Compliance Officer)

July 25, 2023 Internal Audit of Columbus Fire and **Emergency Medical Services**

Presented by: Donna L. McGinnis, CPA CFE, Internal Auditor /Compliance Officer



ltem #3.



Audit Process

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Authorization of Audit

Development of Audit Program

Entrance Conference With Auditee

Conduct of Fieldwork



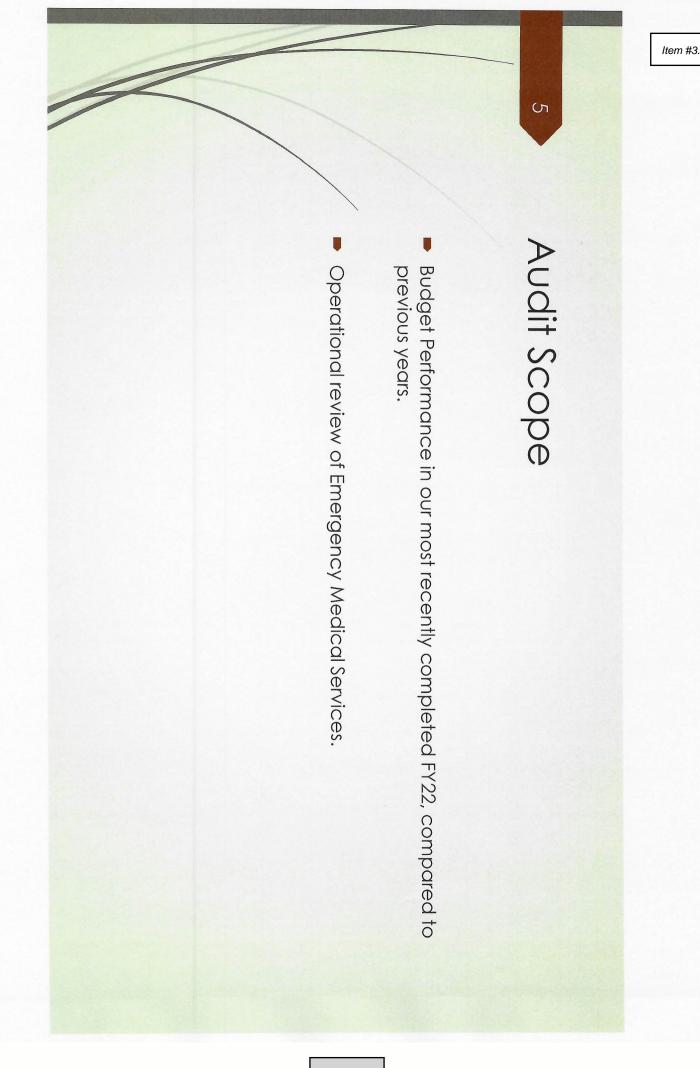
Audit Process (Continued)

4

Preparation of Draft Audit Report

- Exit Conference with Auditee
- Auditee Response

Preparation of Final Audit Report



Audit Recommendations

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- U Recognize a budgetary line item in the Fire/EMS budget to specifically repairs. address the ongoing costs of outsourced labor contracts for aged fleet
- staff devote 75% of their efforts to EMS. previously been staffed at 4 in years past, when the billing volume was Add one additional FTE to the Collection Technicians team as they had lower than it is today. This FTE should be totally devoted to EMS, as existing
- minimum standards for billing. Even if using a private billing service, adherence to minimum billing standards is critical to best collection outcomes. importance of submitting Prehospital Care Reports that meet the Additional training should be provided to the EMS teams, addressing the

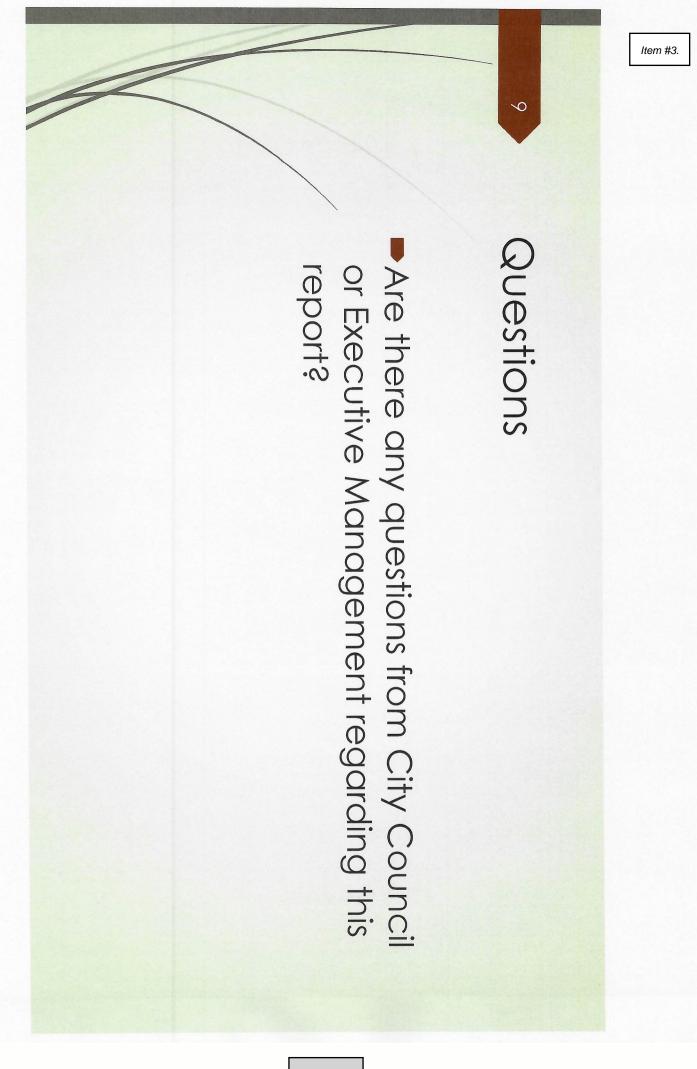
Audit Recommendations (continued)

- As 75% of all claims go through Medicare or Medicaid, CCG should consider contributing to the Medicare/Medicaid clearing house which claims. would then provide an additional level of coverage for our submitted
- service that might be engaged. The private service will still need audit oversight to ensure compliance with the service agreement. If in the future, decisions lead to the use of a private billing service, it will be necessary to maintain points of contact within CCG. Both Finance-Revenue & Fire/EMS should participate as points of contact for any ...
- As the community has begun perceiving the EMS service as a "taxicab" product, it is recommended that CCG adopt and enforce a fine or penalty for abuse of the 9-1-1 system and related EMS service. Such a penalty is likely to reduce the abuse that is currently unaddressed.

Auditee Response

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stewards of taxpayer dollars. The auditor's finding coincides with The Fire-EMS Department is committed to transparency in will continue to strive to meet its' community obligations with the control these measures is limited at best. The Fire-EMS Department on specific Fire-EMS budget lines. The Department's capacity to internally identified challenges associated with budgetary pressure operations and upholding its' fiduciary responsibility to be good resources provided.





Donna L. McGinnis, CPA, CFE

Internal Auditor / Compliance Officer

Columbus Consolidated Government

Georgia's First Consolidated Government Post Office Box 1340 Columbus, Georgia 31902-1340

706 225-3119 FAX: 706 225-4447 Mcginnis.Donna@columbusga.org

FIRE/EMS SUPPLEMENTAL INTERNAL AUDIT

July 25, 2023

This supplemental departmental audit was authorized by the City Council on August 9, 2022. The audit began in February of 2023, with the audit completed by Internal Auditor Donna McGinnis.

AUDIT SCOPE & FOCUS

The audit focused on the underlying sources of budget overruns in the most recently completed FY22, as well as the operational performance of Columbus Fire/EMS for the same FY22 reporting period. With collaboration from Columbus Fire/EMS, and our EMS Billing Team within the Finance-Revenue Division, we've been able to identify Current Annual Unit Cost as well as a Current 6 EMS Unit/Internal Billing model Profit/Loss Performance for the completed FY22 period. We additionally looked at other operational scenarios that might have played out such as Columbus Fire/EMS running 9 or 12 EMS units if private companies minimize their service commitment to Columbus. We also considered the likely performance in scenarios in which Columbus Fire/EMS is running 6,9 or 12 ambulances, and working with an external billing provider, with monitoring by representatives of both Fire/EMS and the Finance-Revenue Division.

The audit scope allowed an opportunity to visit EMS Billing, and to better understand the services that they are providing, along with the challenges that they encounter.

AUDIT PROCESS

Initially, Advantage Operational Budget reporting was reviewed for FY20, FY21 and FY22 for each Fire/EMS Division. It was noted that budget overruns were significantly larger in FY22. It was identified that there was a significant increase in costs for Other Leave-Sworn Benefits (and its' related Overtime), Auto Parts & Supplies as well as Motor Fuel. This observation then led to additional field work in Finance, with the Payroll Team, and field work with the Resource Management Team within the administration of Columbus Fire/EMS.

Once the budget overruns were reviewed, the audit fieldwork activities went over to the Finance-Revenue Division where the auditor had an opportunity to observe the billing of EMS activity, which included medical coding, quality control activities that ensure accuracy, the filing and billing of claims as well as collection of ambulatory monies owed.

ltem #3.

FIELDWORK ACTIVITIES

In a review of budgetary performance in the Other Leave Sworn account, the auditor worked with the Finance-Payroll Team, as they are the only employees posting activity in this account, which is not budgeted at the departmental level. The Payroll Team was able to provide custom reporting from Advantage that identified by division the types of sworn leave that they had posted to the account for FY22. This information was then further reviewed in the Fire/EMS Payroll processing area to confirm and concur transactions against departmental records.

In the review of budgetary performance in Auto Parts & Supplies, and Motor Fuel, the auditor worked with the Fire/EMS Resource Management Team. Vehicle maintenance records for the aging fleet were reviewed, as well as fuel purchase records for diesel and gasoline.

In reviewing EMS Billing & Operations, the auditor observed the EMS billing process with two of our collections technicians, and also had an opportunity to review the underlying Prehospital Care Reports.

AUDIT FINDINGS

In a review of FY22 budgetary performance, it was found that there were underlying contributing factors that are less likely to be problematic going forward, The Other Leave Sworn account contained Vacation Leave, Sick Leave, Perk Leave and Military Leave, and in FY22, incurred \$417,127 more costs than in FY21.When these costs are incurred, they are also reflected in the Overtime account which is budgeted by the department. When firefighters are out on leave, they cause overtime elsewhere in the Fire/EMS Team as each engine dispatched to a fire carries 4 firefighters: a driver/operator, an officer, and 2 firefighters. This 4-person model has been the standard under the current Fire Administration and has been found to minimize workplace injuries and fatalities for firefighters. When identifying the underlying source of the exceptional leave in FY22, it was discovered that an unanticipated number of Fire/EMS Sworn employees had retired in FY22, and preceding their retirement dates, had used accumulated leave balances. This phenomenon is not expected to repeat itself in the next several years at this level.

When reviewing budgetary performance In Auto Parts & Supplies, increased costs of an additional \$108,592 were attributed to increased reliance on maintenance outside of Public Works-Fleet Maintenance. Fleet Maintenance no longer had uniquely certified technicians on their team, and as a result, it had been necessary to repair vehicles locally at SONS, or out of town in Atlanta, Birmingham or elsewhere, at significantly higher costs. In recent months, Fire/EMS has taken delivery of several new vehicles. As the fleet transitions to a less aged fleet, it's anticipated that there will be lower repair costs. Currently, 48% of the fleet qualifies for replacement or needs immediate consideration. This area will likely continue to have budget challenges associated with the aged fleet. For recently purchased vehicles, we now have the benefit of warranty protection for these vehicles. Fire/EMS has entered into an agreement with the warranty company that has resulted in the warranty provider placing a well-certified & credentialed technician within Public Works-Fleet Maintenance, providing necessary service & support.

When reviewing budgetary performance in Motor Fuel, the increased costs of \$125,567 over FY21 were largely attributed to inflationary pressures on the cost of fuel, with fuel costs increasing 82 percent over the last 3 years. One strategy has already been implemented to contain future costs-newly purchased ambulances have been converted from diesel to gasoline, resulting in savings.

In a review of EMS Operations, the auditor spent several hours over recent weeks observing collection technicians, as they coded incoming bills, filed reviewed claims with Medicare, Medicaid, and other 3rd party insurance providers, and pursued the collection of ambulatory monies owed. It was discovered that they are facing an increased volume of bills, with inadequate staffing, in an environment in which they are also responsible for landfill billing, lien processing and the processing of other CCG receivables. Back in FY22, the medical billing software used by our team had been compromised which resulted in system users nationwide being offline for a month. This situation led to a backlog of billing that the team is currently working on-they are making great strides against the backlog and are likely to be caught up in 6 months or less. Collections in medical billing are often correlated with the timeliness of billing, so it's important to see the reduction of the backlog.

Employee morale is also a challenge in the work area, as they are often attempting to bill for EMS services with documentation that occasionally is missing complete names, dates of birth, social security numbers, physical addresses, phone numbers or signed consents. In several cases, it was noted that local callers were wanting to use the EMS service as a cab service seeking to be dropped off at a local pharmacy or hospital, or elsewhere if they were low on cigarettes or alcohol. The Fire-EMS Department only transports to local hospital emergency rooms. Such "taxicab" EMS runs are not medically necessary, and arrive on the technician's desk as a write-off, regardless of the efforts to rectify the claim. There are also several identified" frequent callers" who are using the EMS service as supplemental income. These callers are insured by 3rd party providers who will pay the ambulance benefit directly to their insured rather than back to Fire/EMS. They may request service 2-3 times per month, pocketing the paid benefit. We are then left to bill the individual directly seeking to recover ambulatory monies owed. At that point, the "frequent caller" is no longer interested in remitting the funds to us. We are not currently staffed at a level that allows for an adequate collection of these funds. It is also noted that due to bad addresses, there's a large volume of returned mail to be researched during the collection effort.

RECOMMENDATIONS

- Recognize a budgetary line item in the Fire/EMS budget to specifically address the ongoing costs of outsourced labor contracts for repairs associated with aged fleet that cannot be adequately serviced and supported in Public Works-Fleet Maintenance.
- Add one additional FTE to the Collection Technicians team as they had previously been staffed at 4 in years past, when the billing volume was lower than it is today. Volume could additionally increase in the future with little notice if one of the private ambulance companies reduces their service commitment to Columbus. This FTE should be totally devoted to EMS, as the existing 3 technicians devote about 75% of their effort to EMS billing. This extra manpower will also allow for increased collection of ambulatory monies owed from our "frequent callers" who are abusing the 3rd party provider process.

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- Additional training should be provided to the EMS teams, addressing the importance of submitting Prehospital Care Reports that meet the minimum standards in terms of complete name, date of birth, social security number, accurate address, and signature consent to care. By meeting minimum standards, we will reduce research time and improve the collection rate, minimizing write-offs. Even if using a private billing service, adherence to minimum billing standards is critical to best collection outcomes.
- CCG should consider contributing to the Medicare/Medicaid clearing house which would then provide an additional level of coverage for our submitted claims. Nearly 75% of all claims go through Medicare or Medicaid.
- If in the future, decisions lead to the use of a private billing service, it will still be necessary to maintain points of contact within CCG. It is recommended that both Finance-Revenue collections team and Fire/EMS participate as points of contact for any private service that we might engage. The private service will still need audit oversight to ensure compliance with the service agreement.
- As the community has begun perceiving the EMS service as a "taxicab" product, it is
 recommended that we adopt and enforce a fine or penalty for abuse of the 9-1-1 system and
 related EMS service. The EMS operational volume is significantly clogged with the abuse that is a
 write-off upon arrival. Such abuse prevents the EMS team from being available where truly
 needed. We have not enforced fines or penalties in the past, leading to abuse unaddressed.

AUDITEE RESPONSE

The Fire-EMS Department is committed to transparency in operations and upholding its fiduciary responsibility to be good stewards of taxpayer dollars. The auditor's finding coincides with internally identified challenges associated with budgetary pressure on specific Fire-EMS budget lines. The Department's capacity to control these measures is limited at best. The Fire-EMS Department will continue to strive to meet its community obligations with the resources provided.

- Page 32 -

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EMS Billing	\$ 340,447.22	22 \$ 2.042.683.31	3.064.024.97	\$ 4.085 366 62	\$ 368 203 30		C C C C C C C C C C C C C C C C C C C
Fee		. \$	Ş			4,302,433.34	٩
Net Revenue		\$ 2,042,683.31	\$ 3,064,024.97	\$ 4,085,366.62	\$ 3,006,829.83		\$ 5,013,659.66 6,013,659.66
Expenses:							
Finance Expenses:							
	77	<u>^ ≺</u>		20	\$ 31,734.60	\$ 31,734.60	\$ 31,734.60
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Postage	\$ 19,500.00	-		\$ 58.500.00	1		
Printing Services	\$ 720.00						
Copier Charges	\$ 5,850.00	00 \$ 5,850.00	Ş	1	3		
Travel, Schools & Conferences	\$		s.	\$			
Membership, Dues & Fees	\$	\$	\$	\$ '	•	,	
Office Supplies	\$ 3,249.00	3,249.00		\$ 9,747.00			
Publications/Subscriptions	\$	\$	\$	\$	\$	•	
Utilities	•	s.	\$	\$			
Fire Department Expenses:							
Salaries/Wages/Benfits (Fire Denartment)	150 040 00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	¢ A 0E1 080 00	¢ E 401 440 00	-		
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EMS Supervisor IT Equipment	Ş	\$	· ·		3 500 00	3 200.000	26,000.00
Contractural Services (Medical Direction)	\$ 2,400.00	-	2.400.00	S 2.400.00			
Annual Repair Cost		\$	65,412.00	00	43.608.00		\$ 27 216 00
Software Licenses		\$	•			-	
Equipment Rental/Leases	\$ 12,550.00	0 \$ 75,300.00	\$ 112,950.00	\$ 150,600.00	\$ 75,300.00	\$ 112.950.00 \$	150 600 00
Education/Training	\$	\$		\$		-	
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Travel, Schools & Conferences		Ş	•	\$	1		
Membership, Dues & Fees	\$ 1,400.00		\$ 12,600.00	\$ 16,800.00	8,400.00	12,600.00	16,800.00
Office Supplies	v	· ·	s.	•	\$ •	-	
Publications/Subscriptions		Ş			\$ - \$	- \$	
Fuel Cost		Ş	\$ 74,223.00	\$ 98,964.00	\$ 49,482.00 \$	74,223.00 \$	98,964.00
Pharmacy/Medical Supplies		Ş	Ş	\$ 156,600.00	\$ 78,300.00 \$	117,450.00 \$	156,600.00
Annual Replacement Vehicle Cost		Ş	\$ 525,000.00	\$ 700,000.00	\$ 350,000.00 \$	525,000.00 \$	700,000.00
Expenses Total		Ş	Ş	\$ 7,185,253.94	\$ 3,517,102.32 \$	5,238,875.68	6,960,649.04
Net As-Is)	\$	\$	\$ (3,099,887.32)	\$ (510,272.49) \$	(728,630.93) \$	(946,989.38)
Requested EMS Stipend	\$ 365,000.00	0 \$ 2,190,000.00	\$		\$ 2,190,000.00 \$	1,095,000.00 \$	
Net with Stipend		\$ (3,767,262.15)	(3,422,197.74)	\$ (3,099,887.32)	\$ (2,700,272.49) \$	(1,823,630.93) \$	(946,989,38)

* Current Model ** Assumes a collection rate of 40% versus 25%

Item #3.

- Page 33 -

File Attachments for Item:

1. 2nd Reading-REZN-05-23-0878: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **8151 Fortson Road** (parcel # 073-026-004) from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Councilor Davis)

NO. _____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia to change certain boundaries of a district located at **8151 Fortson Road** (parcel # 073-026-004) from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the properties described below from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District.

"All that lot, tract or parcel of land situate, lying and being in Columbus, Muscogee County, Georgia and being more particularly described on that certain map or plat entitled "Survey for David Erickson, Part of Land Lots 270 & 271, 19th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason and Vinson, Inc. under date of December 6, 2000 and being recorded in Plat Book 142, page 89 of the records in the Office of the Clerk of Superior Court, Muscogee County, Georgia, to which reference is hereby made for the more particular location and dimension of said lot.

Together With:

All that lot, tract or parcel of land situate, lying and being in Land Lot 271, 19th Land District, Columbus, Muscogee County, Georgia and being more particularly described as "Parcel B" on that certain map or plat entitled "Survey for David Erickson, Part of Land Lots 271,272,292 & 293, 19th District, Columbus, Muscogee County, Georgia" prepared by Moon, Meeks, Mason and Vinson, Inc. under date of December 6, 2000 and being recorded in Plat Book 142, page 88 of the records in the Office of the Clerk of Superior Court, Muscogee County, Georgia, to which reference is hereby made for the more particular location and dimension of said lot.

Both Of The Above-Described Tracts Of Land Are Conveyed Subject To A Thirty Foot Wide Utility Easement Running Parallel To The Property Frontage On Fortson Road, Said Easement To Be Reserved For Future Placement Of Utility Services." Introduced at a regular meeting of the Council of Columbus, Georgia held on the _____ day of _____, 2023; introduced a second time at a regular meeting of said Council held on the _____ day of _____, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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



CONSOLIDATED GOVERNMENT What progress has preserved. PLANNING DEPARTMENT

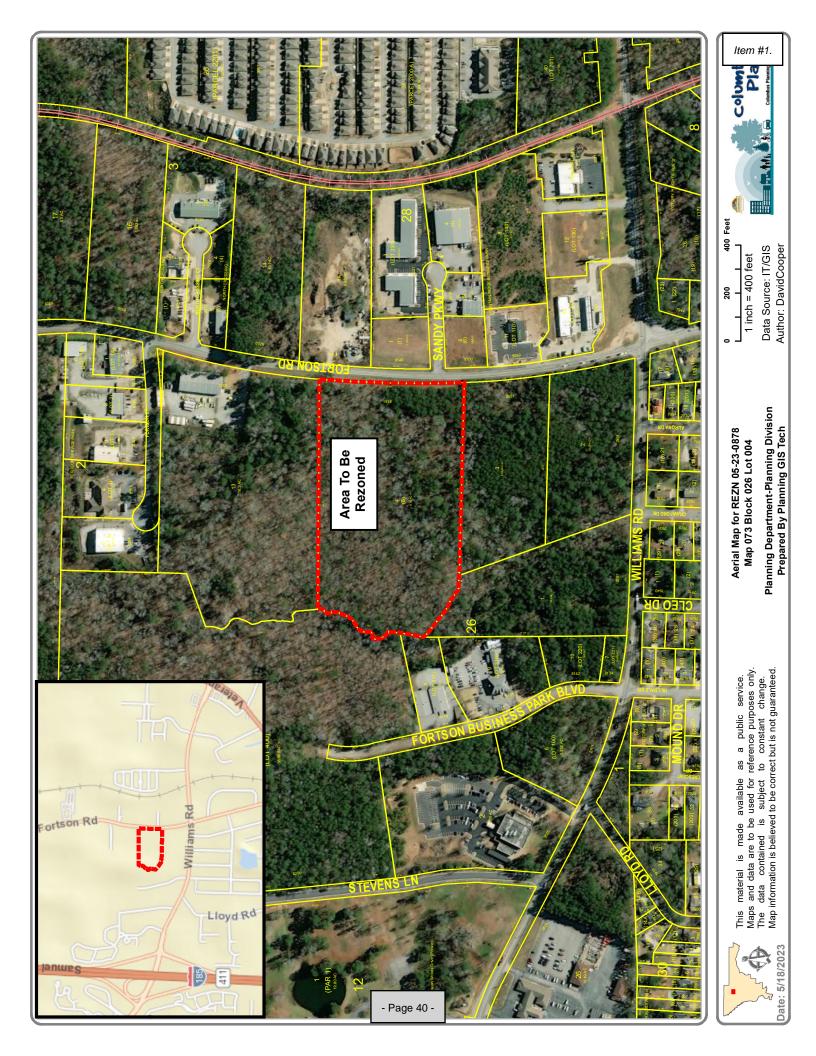
COUNCIL STAFF REPORT

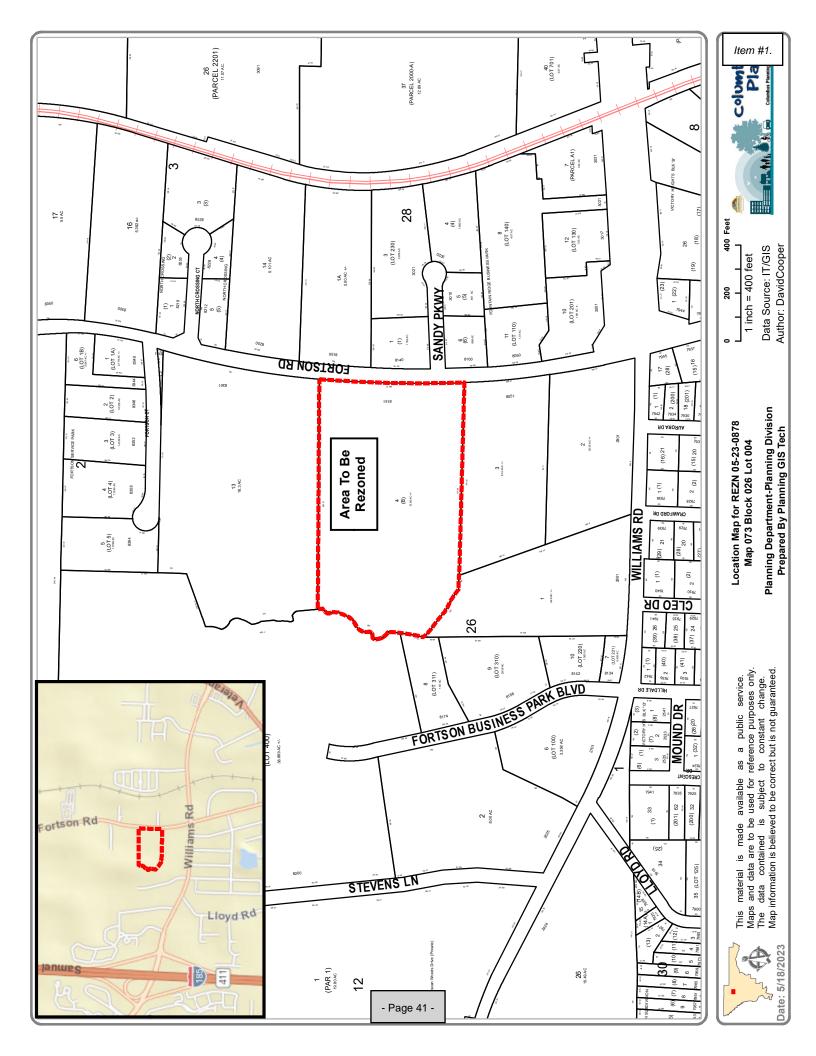
REZN-05-23-0878

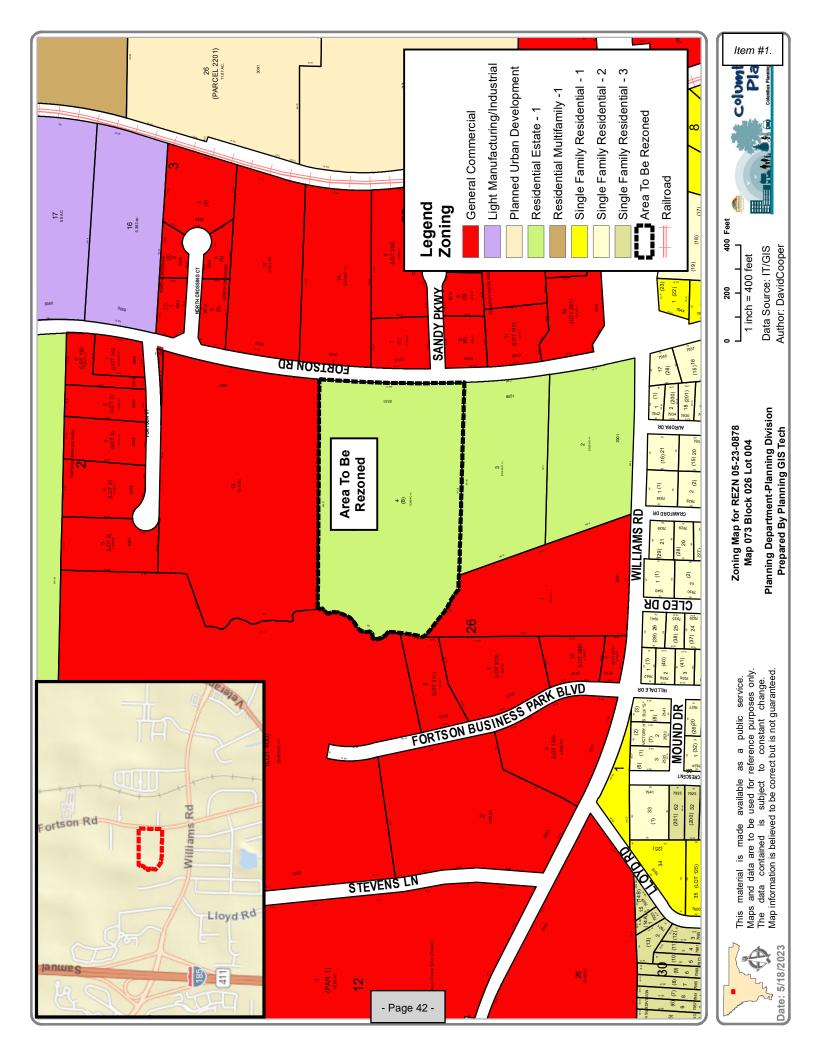
Applicant:	Melinda Newton
Owner:	Melinda Newton
Location:	8151 Fortson Road
Parcel:	073-026-004
Acreage:	13.60
Current Zoning Classification:	Residential Estate – 1 (RE1)
Proposed Zoning Classification:	General Commercial (GC)
Current Use of Property:	Vacant
Proposed Use of Property:	Restaurants
Council District:	District 2 (Davis)
Council District: PAC Recommendation:	District 2 (Davis) Approval based on the Staff Report and compatibility with existing land uses.
	Approval based on the Staff Report and
PAC Recommendation:	Approval based on the Staff Report and compatibility with existing land uses. Approval based on compatibility with existing land
PAC Recommendation: Planning Department Recommendation:	Approval based on the Staff Report and compatibility with existing land uses.Approval based on compatibility with existing land uses.
PAC Recommendation: Planning Department Recommendation: Fort Benning's Recommendation:	 Approval based on the Staff Report and compatibility with existing land uses. Approval based on compatibility with existing land uses. N/A

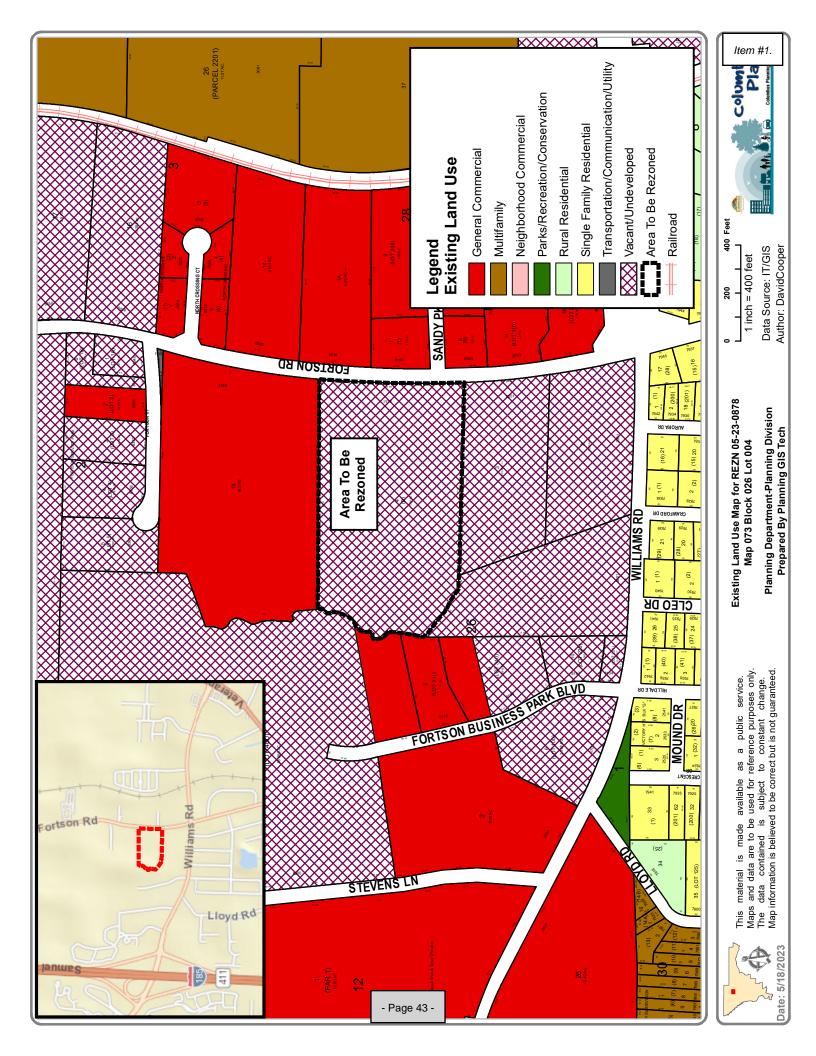
Future Land Use Designation	n:	Lig	ht Manufacturing/ Industrial
Compatible with Existing La	nd-Uses:	Ye	5
Environmental Impacts:		flo ap	e property does not lie within the floodway and odplain area. The developer will need an proved drainage plan prior to issuance of a Site velopment permit, if a permit is required.
City Services:		Pro	operty is served by all city services.
Traffic Impact:		to	e Average Annual Daily Trips (AADT) will increase 1,901 trips from 128 trips if used for commercial e. The Level of Service (LOS) will go to a B from A.
Traffic Engineering:		the	is site shall meet the Codes and regulations of Columbus Consolidated Government for mmercial usage.
		-	ht distance is an issue and one access point may eliminated.
Surrounding Zoning:	North South East West	Re: Ge	neral Commercial (GC) sidential Estate – 1 (RE1) neral Commercial (GC) neral Commercial (GC)
Reasonableness of Request:		Th	e request is compatible with existing land uses.
School Impact:		N/.	A
Buffer Requirement:		pro	e site shall include a Category C buffer along all operty lines bordered by the RE-1 zoning district. e 3 options under Category C are:
		1)	20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet.
		2)	10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall.
		3)	30 feet undisturbed natural buffer.

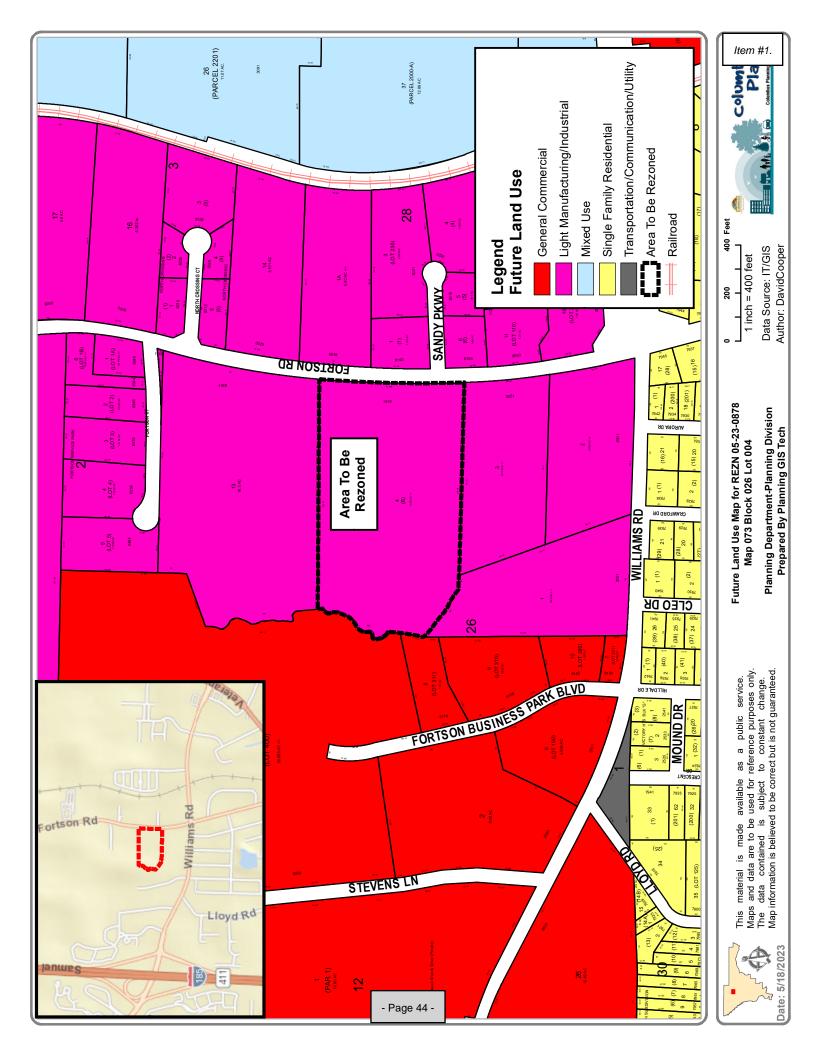
Attitude of Property Owner	s:	Nineteen (19) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received no calls and/or emails regarding the rezoning.
	Approval Opposition	0 Responses 0 Responses
Additional Information:		The site plan submitted shows three 3,000 sq ft buildings and three 2,000 sq ft buildings. Two of the 3,000 sq ft buildings fronting Fortson Road will be drive thru restaurants. The remaining buildings will include upscale, southern, taco, deli and dessert restaurants. One of the 3,000 sq ft buildings will have a second story of the same size. The use for this space has not been determined.
Attachments:		Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Traffic Report Flood Map Site Plan

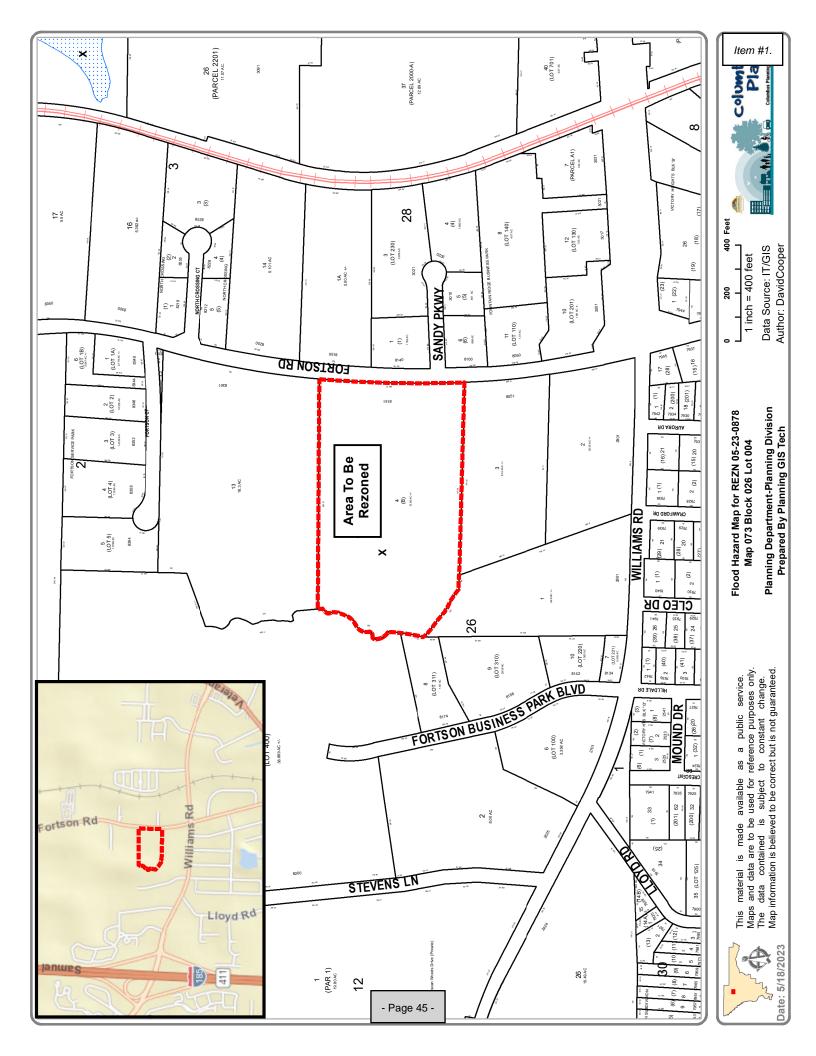












LAND USE	1		l	l	l		
Trip Generation Land Use Code* Existing Land Use	210, 934, Residenti	l, 931, tial Est	210, 934, 931, and 930 Residential Estate 1 - (RE1)				
Proposed Land Use Existing Trip Rate Unit	General Commercial RE1 - One Acre Lots	Comm ne Acre	General Commercial - (GC) RE1 - One Acre Lots				
Proposed Trip Rate Unit	GC - Sq	uare Fo	GC - Square Footage of Buildings	SC			
TRIP END CALCULATION*							
Land Use	ITE Z Code C	Zone Code	Quantity	Trip Rate	Total Trips		
Daily (Existing Zoning)							
Single Family Detached Housing	210	RE1	13.6 Acres	9.43	128		
				Total	128		
Daily (Proposed Zoning)							
Fast Food Restaurant with Drive Through	934	CC	6.000 Sa. Ft.		784	Trip rates are for Weekday - AM &	
Fine Dining Restaurant	931	GC	3,000 Sq. Ft.		630	PM Peak, Saturday Peak, and	
Fast Casual Restaurant	930	СC	6,000 Sq. Ft.		487	SUILLAY LEAN	
				Totol	1001		
1048 . * Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers	ation, 8th E	dition by	Institute of Transport	ation Engineers			
TRAFFIC PROJECTIONS							
EXISTING ZONING (RE1)					PROPOSED	PROPOSED ZONING (GC)	
Name of Street			Fortson Road		Name of Street	tet	Fortson Road
Street Classification			Undivided Arterial		Street Classification	fication	Undivided Arterial
No. of Lanes			0		No. of Lanes		2
City Traffic Count (2021)			2,380		City Traffic Count (2021	ount (2021)	2,380
Existing Level of Service (LOS)** Additional Traffic due to Evicting Zoning			A 178		Existing Leve	Existing Level of Service (LOS)** Additional Traffic due to Dronosod	1 001
Total Projected Traffic (2021)			2,508		Total Projecte	Total Projected Traffic (2021)	4,281
Projected Level of Service (LOS)**			A		Projected Lev	Projected Level of Service (LOS)**	B
					•		

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

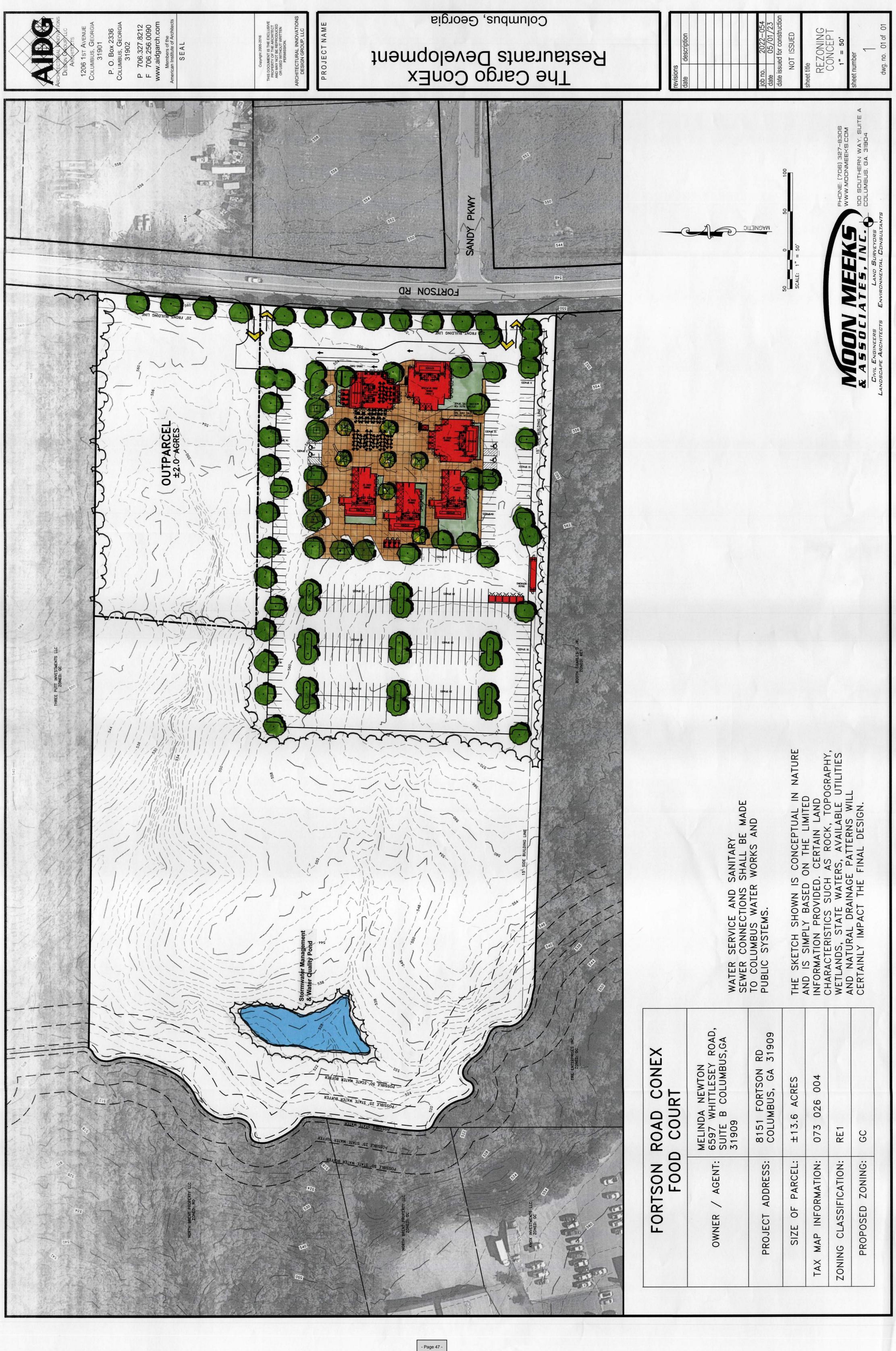
- Page 46 -

REZONING TRAFFIC ANALYSIS FORM

ZONING CASE NO. PROJECT CLIENT REZONING REQUEST

REZN 05-23-0878 8151 Fortson Road

RE1 to GC



CERIAINLI	CC	PROPOSED ZONING:
WETLANDS, AND NATUR	RE1	ZONING CLASSIFICATION:
INFORMATIO CHARACTER	073 026 004	TAX MAP INFORMATION:
THE SKETC	±13.6 ACRES	SIZE OF PARCEL:
TO COLUMI PUBLIC SYS	8151 FORTSON RD COLUMBUS, GA 31909	PROJECT ADDRESS:
WATER SEF SEWER COL	MELINDA NEWTON 6597 WHITTLESEY ROAD, SUITE B COLUMBUS,GA 31909	OWNER / AGENT:
1	FOOD COURT	FOOL

File Attachments for Item:

2. 2nd Reading- REZN-05-23-0895: An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **7150 Schomburg Road** (parcel # 101-001-003 I 101-001-003H) from Residential Estate 1 (RE1) Zoning District to Residential Multifamily 1 (RMF1) Zoning District and to General Commercial (GC) Zoning District. (Planning Department and PAC recommend approval.) (Mayor Pro-Tem)

NO._____

An Ordinance amending the Zoning Atlas of the Consolidated Government of Columbus, Georgia, to change certain boundaries of a district located at **7150 Schomburg Road** (parcel # 101-001-003 / 101-001-003H) from Residential Estate 1 (RE1) Zoning District to Residential Multifamily 1 (RMF1) Zoning District and to General Commercial (GC) Zoning District.

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

Section 1.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from Residential Estate 1 (RE1) Zoning District to Residential Multifamily (RMF 1) Zoning District.

"BEGINNING at an iron pin located in the Land Lot line dividing Land Lot 2 from Land Lot 3 of the 9th District of said state and County, South 87 degrees 44 minutes West a distance of 1700.40 feet from the common corner of Land Lots 30, 31, 2 and 3 of said District and County and from said beginning iron running thence North 05 degrees 39 minutes West a distance of 10.59 feet to an iron; running thence South 87 degrees 01 minutes West a distance of 476. 82 feet to an iron pin located in the easterly margin of Schomburg Road: running thence South 07 degrees 47 minutes West along the Easterly margin of Schomburg Road a distance of 44. 79 feet to an iron pin; running thence North 76 degrees 18 minutes East a distance of 199. 06 feet to an iron pin; running thence North 87 degrees 44 minutes East a distance of 290.11 feet to an iron pin at the point of beginning.

Section 2.

The Zoning Atlas on file with the Planning Department is hereby amended by changing the property described below from Residential Estate 1 (RE1) Zoning District to General Commercial (GC) Zoning District.

COMMENCING at an iron pin denominated the true point of beginning located at follows: Beginning at an iron pin located in the dividing line between Land Lots 2 and 3 of the 9th District of said State and County, South 87 degrees 44 minutes West a distance of 1700.40 feet from the common corner of Land Lots 30, 31, 2 and 3 of the 9th District of !aid State and County and running thence North O5 degrees 39 minutes West a distance of 10.59 feet to an iron pin denominated as the true point of beginning and from said Point of beginning running thence South 87 degrees 01 minutes West a distance of 476. 82 feet to an iron pin located in

the Easterly margin of Schomburg Road; running thence North 06 degrees 42 minutes Bast along the Easterly margin of Schomburg Road a distance of 423. 04 feet to an iron pin; thence continuing Northeasterly along the Easterly margin of Schomburg Road on an arc to the left having a radius of 1949.98 feet a distance of 121 feet to an iron pin; running thence South 86 degrees 57 minutes East a distance of 36 7. 88 feet to an iron pin; running thence South 05 degrees 39 minutes East a distance of 498. 73 feet to an iron pin denominated as the true point of beginning.

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

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

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



CONSOLIDATED GOVERNMENT What progress has preserved. PLANNING DEPARTMENT

COUNCIL STAFF REPORT

REZN-05-23-0895

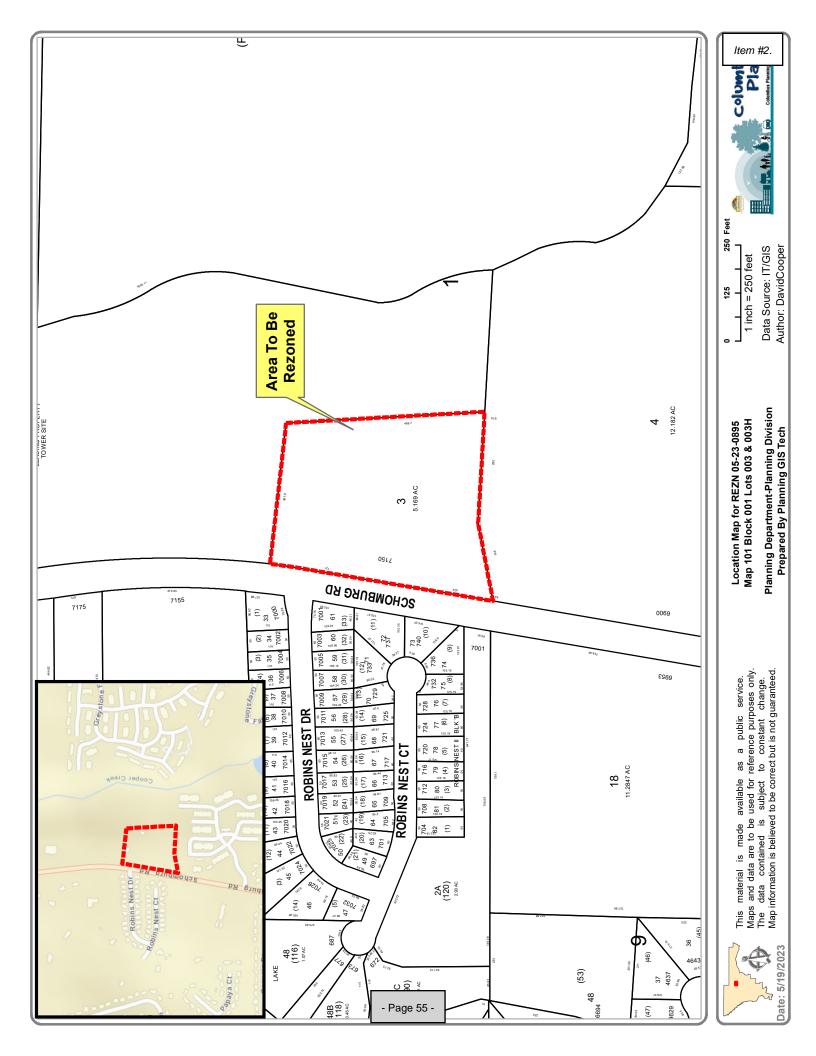
Applicant:	Ann Vaughn Cook Tilley
Owner:	Ann Vaughn Cook Tilley
Location:	7150 Schomburg Road
Parcel:	101-001-003 / 101-001-003H
Acreage:	5.17 Acres
Current Zoning Classification:	Residential Estate - 1 (RE1)
Proposed Zoning Classification:	General Commercial (GC) and Residential Multifamily - 2 (RMF2)
Current Use of Property:	Vacant
Proposed Use of Property:	Shopping and Multifamily Residential
Council District:	District 6 (Allen)
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 A
Current Land Use Designation:	Rural Residential

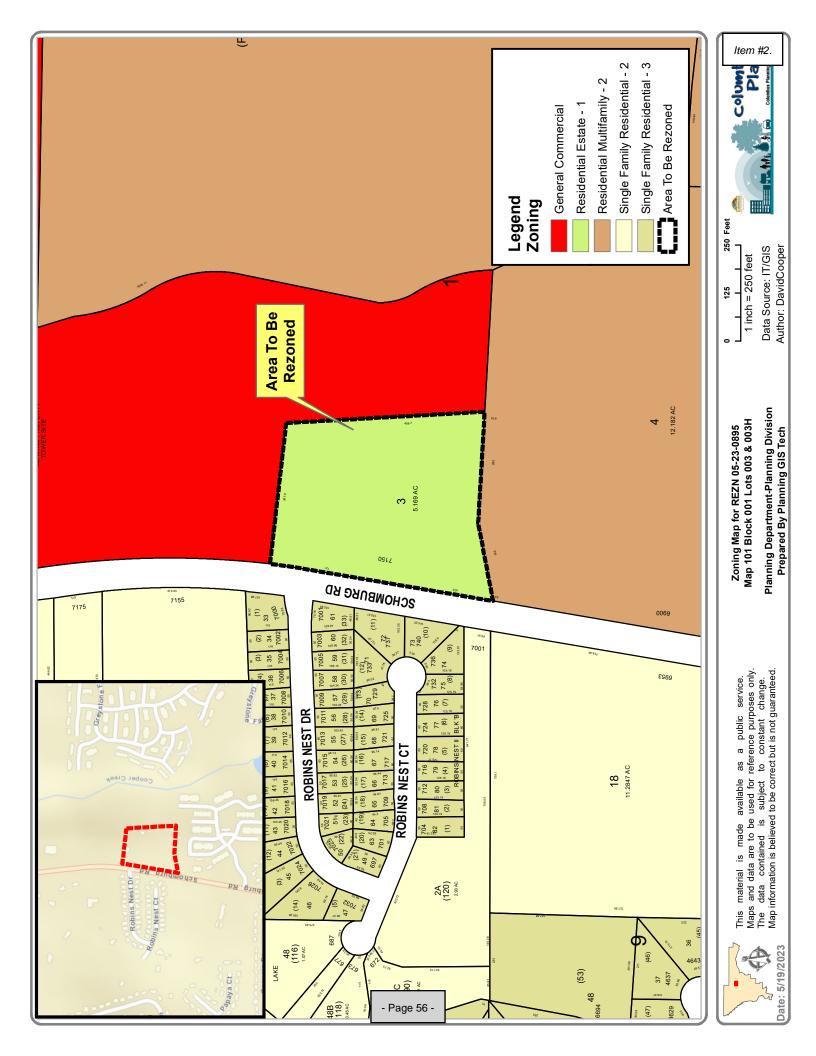
- Page 51 -

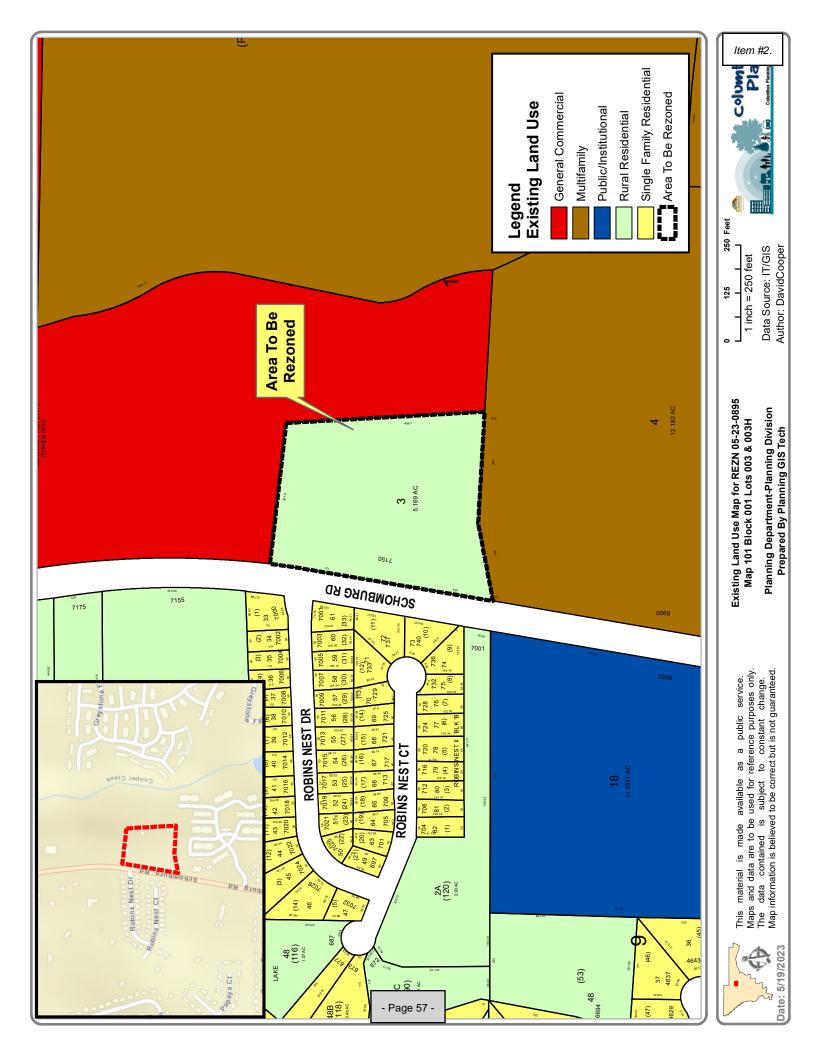
Future Land Use Designation	n:	Mixed Use
Compatible with Existing La	nd-Uses:	Yes
Environmental Impacts:		The property does not lie within the floodway and floodplain area. The developer will need an approved drainage plan prior to issuance of a Site Development permit, if a permit is required.
City Services:		Property is served by all city services.
Traffic Impact:		Average Annual Daily Trips (AADT) will increase to 610 trips up from 49 trips if used for commercial and residential mixed use.
Traffic Engineering:		This site shall meet the Codes and regulations of the Columbus Consolidated Government for commercial and residential usage.
		A protected left turn into the development will be required.
Surrounding Zoning:	North South East West	General Commercial (GC) Residential Multifamily - 2 (RMF2) General Commercial (GC) Single Family Residential - 3 (SFR3)
Reasonableness of Request:	:	The request is compatible with existing land uses.
School Impact:		N/A
Buffer Requirement:		The site shall include a Category C buffer for all property lines in which <u>GC is bordered by the RMF2</u> zoning district. The 3 options under Category C are:
		 20 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 30 feet undisturbed natural buffer. The site shall include a Category A buffer for all property lines in which <u>RMF2 is bordered by the GC</u> zoning district. The 3 options under Category C

	are:
	 5 feet with a certain amount of canopy trees, under story trees, and shrubs / ornamental grasses per 100 linear feet. 10 feet with a certain amount of shrubs / ornamental grasses per 100 linear feet and a wood fence or masonry wall. 20 feet undisturbed natural buffer.
Attitude of Property Owners:	Twenty-One (21) property owners within 300 feet of the subject properties were notified of the rezoning request. The Planning Department received two calls and/or emails regarding the rezoning.
Approval Opposition	0 Responses 2 Responses
Additional Information:	The proposed GC zoning will apply to Parcel A, 2.50 acres. Three commercial buildings are proposed: retail, urgent care/ pharmacy and restaurant.
	The proposed RMF2 zoning will apply to Parcel B, 2.50 acres. 24 proposed units total, each building is 4 units, 6 buildings total.
Attachments:	Aerial Land Use Map Location Map Zoning Map Existing Land Use Map Future Land Use Map Flood Map Traffic Report Site Plan

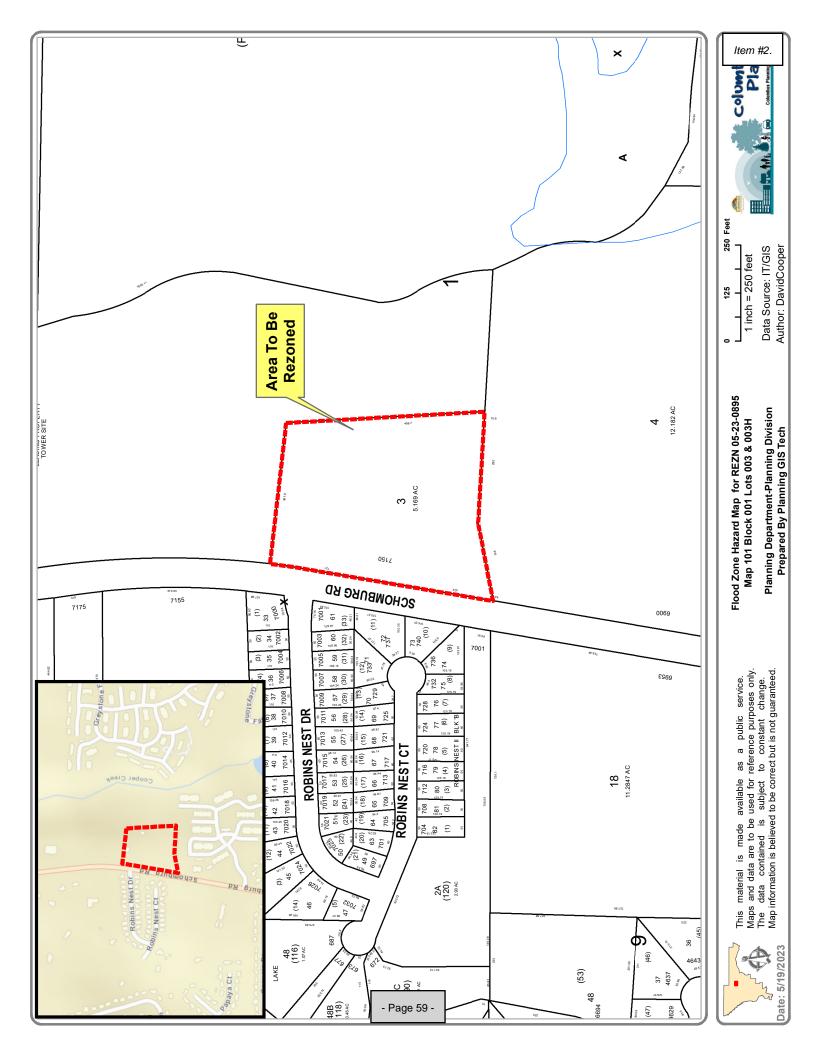












RI	NINOZ	REZONING TRAFFIC ANALYSIS FORM	ANALYS	IS FORM	
ZONING CASE NO. PROJECT	REZN 05-23-0895 7150 Schomburg F	REZN 05-23-0895 7150 Schomburg Road			
CLIEN I REZONING REQUEST	RE1 to GC & RMF2	& RMF2			
LAND USE					
Trip Generation Land Use Code*	210, 220, 6	630, 814, & 932			
Existing Land Use Proposed Land Use	Kesidential General Cc	Kesidential Estate 1 - (KE1) General Commercial - (GC) & Residential Multi-Family 2 - (RMF2)	Residential Mu	ılti-Family 2 -	(RMF2)
Existing Trip Rate Unit Proposed Trip Rate Unit	RE1 - One GC - Squar	RE1 - One Acre Lots GC - Square footage of buildings & RMF2 - Number of units	js & RMF2 - N	Jumber of unit	8
TRIP END CALCULATION*					
Land Use	ITE Zone Code Code	le Quantity	Trip Rate	Total Trips	There are no traffic counte located on the two
Daily (Existing Zoning)					litere are ito trainic counts located on the two lane section of Schembling The only count
Single Family Detached Housing	210 RE1	1 5.17 Acres	9.43	49	station is located on the 4-lane segment at the
					bridge over J.R. Allen
			Total	49	
Daily (Proposed Zoning)					
Multi-family Housing (Low Rise)	R		6.74	162	
Clinic	C			51	51 Peak Hour Trips Rate Used for AM & PM (Weekday)
Variety Store	814 GC	~		163	163 Peak Hour Trips Rate for AM & PM (Weekday & Weekends)
Hign-Turnover (Sit-Down) Restaurant	332 GC	Janu ag. FI.	Total	234 610	234 Peak Hour Lips Rate for AM & PM (weekday & weekends) 610
Note: * Denotes calculation are based on Trip Generation, 8th Edition by Institute of Transportation Engineers	ation, 8th Editic	in by Institute of Transpo	tation Engineers		
TRAFFIC PROJECTIONS					
EXISTING ZONING (RE1)				PROPOSED	PROPOSED ZONING (GC & RMF2)
Name of Street	71	150 Schomburg Road	σ	Name of Street	et 7150 Schomburg Road
Street Classification		Collector	20	Street Classification	cation Collector
No. of Lanes				No. of Lanes	2
City Trainc Count (2021) Existing Level of Service (LOS)**				Existing Level of Service	Lity Tranic Count (2021) Existing Level of Service (LOS)**
Additional Traffic due to Existing Zoning		49	0	Additional Tra	Additional Traffic due to Proposed 610
Total Projected Traffic (2021)				Total Projecte	Fotal Projected Traffic (2021)
Projected Level of Service (LOS)**				Projected Lev	Projected Level of Service (LOS)**

- Page 60 -

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



Item #2.

File Attachments for Item:

3. 2nd Reading- An Ordinance creating a new Article XXII of Chapter 2 of the Columbus Code to create a Liberty Theatre & Cultural Arts Center Advisory Board; and for other purposes. (as amended on 1st Reading)(Councilor Huff)

AN ORDINANCE

NO.

An Ordinance creating a new Article XXII of Chapter 2 of the Columbus Code to create a Liberty Theatre & Cultural Arts Center Advisory Board; and for other purposes.

SECTION 1.

Chapter 2 of the Columbus Code is hereby amended to add a new Article XXII creating an Advisory Board for the Liberty Theatre & Cultural Arts Center which shall read as follows:

"ARTICLE XXII. Liberty Theatre & Cultural Arts Center Advisory Board

Sec. 2-295. Board created.

The Liberty Theatre & Cultural Arts Center Advisory Board is hereby created to provide advice and programming support for the operation of the Liberty Theatre & Cultural Arts Center which is a property of the consolidated government managed by the Civic Center Director and staff. The Liberty Theatre & Cultural Affairs Center's primary purpose is to promote, preserve, enhance, and celebrate African American heritage, artistic expression & culture with a blend of live entertainment and artistic programming to include acting, directing, educating, playwriting, community programming, and creative partnerships.

Sec. 2-296. Operation generally.

The board shall consist of nine (9) members. Members will be appointed by the Council with two of the nine members being nominated at the recommendation of the Director of the Civic Center. Terms of office shall be four years. One of the nine voting members will a licensed CPA. The Deputy City Manager for Operations shall be a non-voting member serving in an ex-officio capacity.

Sec. 2-297. Board to serve in advisory capacity to Director of Civic Center.

The Liberty Theatre & Cultural Arts Center Board shall serve in an advisory capacity to the director of the Columbus Civic Center for the consideration of policies pertaining to the Liberty Theatre & Cultural Arts Center and make recommendations for its operation and the advancement of the programs and facilities of the Liberty Theatre & Cultural Arts Center.

Sec. 2-298. Board duties.

- (a) The board shall perform duties including, but not limited to:
 - (1) The board shall meet at least bimonthly (six times per year) with the Director of the Civic Center and shall elect a chairperson to preside at its meetings;
 - (2) The board shall prepare minutes of its meetings with assistance from Civic Center personnel and shall transmit a copy of the same to the mayor, council, city manager and clerk of council;

- (3) The board shall provide written recommendations to the mayor, council, city manager and clerk of council when deemed necessary by the board concerning the operations and programs of the Liberty Theatre & Cultural Arts Center;
- (4) The board shall review financial statements of the Liberty Theatre & Cultural Arts Center with a representative from the finance department at least on an annual basis, and the Board Chair and Civic Center Director or their designees shall report to Council on the results of the review;
- (5) The board shall inspect and conduct site visits to the facilities of the Liberty Theatre & Cultural Arts Center at least quarterly, and the Board Chair and Civic Center Director or their designees shall report quarterly to Council on the results of the site visit;
- (6) The board shall review the policies and procedures which pertain to the operations of the Liberty Theatre & Cultural Arts Center at least once a year and make any recommendations for amendments as deemed necessary by the board;
- (7) Perform any other activities or duties as requested by the Columbus Council.
- (b) The seat of any member of the Liberty Theatre & Cultural Arts Center Advisory Board shall be declared vacant if such member misses three consecutive meetings. Any board vacancies shall be filled as provided in section 2-296 of this Code. Notwithstanding any other provision of this Code, any member of the Liberty Theatre & Cultural Arts Center Advisory Board appointed prior to September 1, 2023, who is already sworn in and serving on another Board appointed by Council may accept the position without resigning from the other Board."

SECTION 2.

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

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 11th day of July, 2023; introduced a second time at a regular meeting of said Council held on the _____ day of July, 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

voting
voting

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

- Page 64 -

File Attachments for Item:

4. A Resolution ratifying a resolution adopted by the Hospital Authority of Columbus, Georgia (the "Authority") authorizing the issuance of its Refunding Revenue Anticipation Certificates, Series 2023 in accordance with the official intent of the Council contained in its Resolutions No. 131-23 and No. 228-23; to approve the execution and delivery of the second amendment to contract between Columbus, Georgia, and the Authority; to authorize officials of Columbus to take such further actions as are necessary to provide for the issuance and delivery of said certificates; and for other purposes. (Request of the Hospital Authority of Columbus)

A RESOLUTION NO.

A RESOLUTION OF THE COUNCIL OF COLUMBUS, GEORGIA (THE "COUNCIL") RATIFYING A RESOLUTION ADOPTED BY THE HOSPITAL GEORGIA (THE AUTHORITY OF COLUMBUS, "AUTHORITY") AUTHORIZING THE ISSUANCE OF ITS REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 IN ACCORDANCE WITH THE OFFICIAL INTENT OF THE COUNCIL CONTAINED IN ITS RESOLUTIONS NO. 131-23 AND NO. 228-23; TO APPROVE THE EXECUTION AND DELIVERY OF THE SECOND AMENDMENT TO CONTRACT BETWEEN COLUMBUS, GEORGIA, AND THE AUTHORITY; TO AUTHORIZE OFFICIALS OF COLUMBUS TO TAKE SUCH FURTHER ACTIONS AS ARE NECESSARY TO PROVIDE FOR THE ISSUANCE AND DELIVERY OF SAID CERTIFICATES; AND FOR OTHER PURPOSES.

WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the "Series 2013 Certificates"), in the original aggregate principal amount of \$31,445,000, the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System (as defined herein), which were issued in accordance with a resolution of the Authority adopted on January 17, 2013, as amended by a supplemental resolution adopted on February 14, 2013 (the "2013 Resolution"); and

WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the "Series 2018 Certificates"), the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 23, 2018 (the "2018 Resolution"); and

WHEREAS, payment of the Series 2013 Certificates and the Series 2018 Certificates are secured in accordance with the 2013 Resolution and the 2018 Resolution by the gross revenues of all the facilities of Authority (the "Health Care System") and are further secured under the provisions of an intergovernmental contract dated as of March 1, 2013 (the "2013 Contract"), as supplemented and amended by a First Amendment to Contract dated as of February 21, 2018 (the "First Amendment to Contract"), between the Authority and Columbus, Georgia ("Columbus"); and

WHEREAS, after thorough investigation and study, the Authority has determined that it is in its best interests to issue its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the "Series 2023 Certificate") in an amount which, together with other funds available to the Authority for such purpose, will be sufficient to refund, redeem and defease all outstanding Series 2013 Certificates in accordance with the 2013

- Page 66 -

Resolution thereby satisfying and discharging the lien of the Series 2013 Certificates on the gross revenues of the Health Care System; and

WHEREAS, it is anticipated that revenues to be produced by the Health Care System will be sufficient to pay the debt service to become due on the Series 2018 Certificates and the Series 2023 Certificates, to provide and maintain any necessary debt service reserves, and to provide for the operation and maintenance of the Health Care System and sound business practices; and

WHEREAS, in order to further secure the payment of the Series 2023 Certificates on parity with the Series 2018 Certificates, it will be necessary for the Authority and Columbus to enter into a second amendment to the 2013 Contract (the "Second Amendment to Contract", and together with the 2013 Contract and First Amendment to Contract, the "Contract") whereby Columbus shall agree to the extent required and to the extent necessary to levy an annual *ad valorem* tax on all taxable property located within the territorial limits of Columbus at a rate not to exceed four mills of the seven mill limit authorized under the Hospital Authorities Law of Georgia, to produce in each year revenues which are sufficient to pay the principal of and interest on any outstanding Series 2018 Certificates and Series 2023 Certificates, and to make additional payments within said four mills limitations as may be necessary to assure the continued operation, maintenance, and repair of the Health Care System during the term of the Second Amendment to Contract; and

WHEREAS, the Authority requested in writing that the Council declare its official intent for Columbus to enter into the Second Amendment to Contract; and

WHEREAS, the Council, as the governing body for Columbus, declared its official intent, by Resolution No. 131-23, adopted on April 11, 2023, to enter into the Second Amendment to Contract, subject to the provisions of the Debt Management Policy (defined herein) and the preparation and review by the Authority and Columbus of the Second Amendment to Contract and other necessary documents relating to the issuance of the Series 2023 Certificates; and

WHEREAS, Resolution No. 131-23 stated that the Second Amendment to Contract shall be presented to Council in final form for approval prior to its execution and delivery by Columbus; and

WHEREAS, on July 11, 2023, the Council adopted Resolution No. 228-23 reaffirming the provisions of Resolution No. 131-23, and authorizing Davenport & Company LLC, as financial advisor to the Authority and Columbus ("Financial Advisor") to determine the best method of sale of the Series 2023 Certificates and to conduct the sale of the Series 2023 Certificates through either a competitive sale method or negotiated sale method; and

WHEREAS, at the advice of the Financial Advisor, officers of the Authority and Columbus have caused to be prepared and distributed a Preliminary Official Statement dated July 20, 2023, and have authorized the publication and distribution of an Official Notice of Sale dated July 20, 2023, seeking bids for the purchase Series 2023 Certificates of the Authority; and

WHEREAS, in accordance with the Official Notice of Sale, the Authority received electronic bids for the purchase of the Series 2023 Certificates on July 25, 2023, and the Authority, with the assistance of the Financial Advisor, reviewed the bids and determined that the best bid

for the Series 2023 Certificates was submitted by Wells Fargo Bank, National Association, and said bid has been approved and accepted on behalf of the Authority, subject to approval by the Council; and

WHEREAS, based in the best bid received and in order to authorize the issuance of the Series 2023 Certificates, the Authority adopted a resolution on July 25, 2023, authorizing the issuance of the Series 2023 Certificates in the aggregate principal amount of \$18,865,000 (the "**Resolution**"), a certified copy of which, together with the form of the Second Amendment to Contract which is attached thereto as an exhibit, is on file in the office of the Clerk of Council and available electronically on the Clerk's website; and

WHEREAS, in accordance with the Debt Management Policy of Columbus, approved by the Council in July of 2016 (the "**Debt Management Policy**"), current refunding debt issues will be considered if the present value savings exceed 3% of the principal amount of the refunding debt being issued; and

WHEREAS, the Authority will realize 5.4264% present value debt service cost savings from the refunding of the Series 2013 Certificates with the issuance of the Series 2023 Certificates; and

WHEREAS, it is proper that the Council ratify and approve the actions of its officers, the Authority and approve the form of the Second Amendment to Contract.

NOW, THEREFORE, BE IT RESOLVED by the Council of Columbus, Georgia as follows:

1. The Council hereby approves and ratifies the actions of the Authority in proceeding with the issuance of the Series 2023 Certificates, and approves the Resolution adopted by the Authority on July 25, 2023, and the form of the Second Amendment to Contract attached thereto.

2. The Mayor or Mayor Pro-Tem is authorized and directed to execute and deliver the Second Amendment to Contract in substantially the same form attached to the Resolution which is on file in the office of the Clerk of Council and available electronically on the Clerk's website.

3. With the advice of the City Attorney, the Mayor or Mayor Pro-Tem shall be authorized to approve any modifications or corrections to the Second Amendment to Contract and the execution and delivery of the Second Amendment to Contract by the Mayor or Mayor Pro-Tem shall be conclusive evidence of such approval.

4. The Council hereby authorizes the Clerk of Council to attest such execution and delivery and to affix the seal of Columbus thereto.

5. The officials of the Columbus are authorized and directed to provide such information as shall be necessary in connection with the preparation and delivery of the final Official Statement relating to the Series 2023 Certificates and the Mayor or Mayor Pro-Tem is authorized to execute the final Official Statement.

- Page 68 -

6. All actions which have been taken by the Mayor, Mayor Pro-Tern, City Manager, Deputy City Manager, Finance Director, City Attorney, and such other officers or agents of Columbus relating to the issuance of the Series 2023 Certificates and the negotiation and preparation of the Second Amendment to Contract are ratified and confirmed and such officers as may be required are directed to take such actions as are necessary to provide security for payment of the Series 2023 Certificates, to fulfill the obligations of Columbus pursuant to the Second Amendment to Contract and to execute closing documents necessary for the issuance of the Series 2023 Certificates, as the same shall be delivered, supplemented, or amended, and to take such other actions as may be required in accordance with the intents and purposes of this resolution.

7. All provisions of Resolutions No. 131-23 and No. 228-23, which are not in conflict herewith, are hereby restated, ratified, and confirmed, as fully as if set forth herein verbatim.

INTRODUCED at a regular meeting of the Council of Columbus, Georgia, held on July 25, 2023, and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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

(SEAL)

CERTIFICATE OF CLERK OF COUNCIL

I, the undersigned Clerk of Council of Columbus, Georgia, keeper of the records and the seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution of the Council of Columbus, Georgia, adopted July 25, 2023, a duplicate original of which resolution has been entered in the official records of Columbus, Georgia, under my supervision and *is* in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

Clerk of Council

2023 RESOLUTION

A RESOLUTION OF THE HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA (THE "AUTHORITY"), TO PROVIDE FOR THE ISSUANCE OF THE HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023, IN THE AGGREGATE PRINCIPAL AMOUNT OF \$18,865,000 (THE "SERIES 2023 CERTIFICATES"), PURSUANT TO AND IN CONFORMITY WITH THE CONSTITUTION AND STATUTES OF THE STATE OF GEORGIA, PAYABLE FROM REVENUES AND EARNINGS DERIVED FROM THE AUTHORITY'S OWNERSHIP AND OPERATION OF ITS HEALTH CARE SYSTEM (DEFINED HEREIN); AUTHORIZING THE PROCEEDS OF THE SERIES 2023 CERTIFICATES TO BE USED TO FINANCE, IN WHOLE OR IN PART, THE COST OF REFUNDING AND DEFEASING ALL OF THE AUTHORITY'S OUTSTANDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (THE "SERIES 2013 CERTIFICATES") AS DESCRIBED HEREIN, AND THE COSTS OF ISSUING THE SERIES 2023 CERTIFICATES; TO SECURE PAYMENT OF THE SERIES 2023 CERTIFICATES BY A FIRST AND PRIOR PLEDGE OF OR CHARGE OR LIEN ON THE GROSS REVENUES OF THE HEALTH CARE SYSTEM ON A PARITY WITH ITS OUTSTANDING TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A AND REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B (TOGETHER, THE "SERIES 2018 CERTIFICATES"); TO PROVIDE FOR THE ISSUANCE, UNDER CERTAIN CIRCUMSTANCES, OF REVENUE ANTICIPATION CERTIFICATES OF THE AUTHORITY ON A PARITY AS TO THE FIRST AND PRIOR PLEDGE OF OR CHARGE OR LIEN ON THE GROSS REVENUES OF THE HEALTH CARE SYSTEM HELD BY THE SERIES 2018 CERTIFICATES AND THE SERIES 2023 CERTIFICATES; TO PROVIDE FOR PRESCRIBING RATES AND COLLECTING FEES AND CHARGES FOR THE SERVICES AND FACILITIES OF THE AUTHORITY; TO PROVIDE FOR THE CREATION OR CONTINUATION OF CERTAIN FUNDS TO PAY THE PRINCIPAL OF AND INTEREST ON ALL CERTIFICATES (AS DEFINED HEREIN); TO AUTHORIZE THE EXECUTION OF A SECOND AMENDMENT TO CONTRACT WITH COLUMBUS, GEORGIA; TO REQUEST THAT THE COUNCIL OF COLUMBUS, GEORGIA, AUTHORIZE THE EXECUTION OF SUCH SECOND AMENDMENT TO CONTRACT; TO AUTHORIZE THE SALE AND ACCEPTANCE OF BIDS FOR THE SERIES 2023 CERTIFICATES; TO PROVIDE FOR THE REMEDIES OF THE OWNERS OF ALL CERTIFICATES ISSUED HEREUNDER; AND FOR OTHER PURPOSES.

Page

TABLE OF CONTENTS

D	1
1 IUannin	

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101.	Definitions of Certain Terms	.10
Section 102.	Rules of Construction	.15

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF CERTIFICATES

Section 201.	Authorization and Designation	16
Section 202.	Maturities, Interest Rates, Interest Payment Dates, Date,	
	Denominations, and Other Particulars of the Series 2023 Certificates	16
Section 203.	Execution of Certificates	19
Section 204.	Authentication of Certificates	20
Section 205.	Mutilated, Lost, Stolen, or Destroyed Certificates	20
Section 206.	Persons Treated as Owners of Certificates	20
Section 207.	Validation Certificate	20
Section 208.	Registration; Transfer and Exchange of Certificates	21
Section 209.	Limited Obligation	21
Section 210.	Records Maintenance	
Section 211.	Destruction of Cancelled Certificates	21
Section 212.	Form of Series 2023 Certificates	22

ARTICLE III

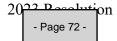
REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 301.	[Reserved]	
	[Reserved]	
	Extraordinary Redemption	
	Notice of Redemption	
	Effect of Redemption Call	
	Redemption of Parity Certificates	
	Purchase of Certificates in Market	

ARTICLE IV

APPLICATION OF PROCEEDS; REFUNDING PROVISIONS

.32
.32
.33
.33
.33
.33



ARTICLE V THE CONTRACT; REVENUES AND FUNDS; PARITY CERTIFICATES; DEFEASANCE

Section 501.	The Contract	34
Section 502.	Funds and Accounts	34
Section 503.	Flow of Funds	36
Section 504.	Gross Revenues Pledged to Certificates	38
Section 505.	Method of Transfer from the Revenue Fund	39
Section 506.	Additional Deposits to Sinking Fund	39
Section 507.	Disbursements from Sinking Fund	39
Section 508.	Priority of Certificates Preserved	40
Section 509.	Parity Certificates	40
	Defeasance	

ARTICLE VI

DEPOSITORIES OF FUNDS; SECURITY FOR DEPOSITS; AUTHORIZED INVESTMENTS

Section 601.	Designation of Registrar, Paying Agent, and Authentication Agent;	
	Designation of Depositories and Custodians	44
Section 602.	Bank or Trust Company as Registrar and Paying Agent	44
Section 603.	Funds Constitute Trust Funds	44
Section 604.	Security for Deposits	45
Section 605.	Investment of Funds	45
Section 606.	Authorized Investments	45
Section 607.	Authorization for Investments by Depositories	46
Section 608.	Limitation on Liability from Funds on Deposit with the Paying Agent	46

ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

Section 701.	Maintenance of Rates	48
Section 702.	Failure to Adopt Rates and Charges	48
Section 703.	Payment of Certificates	48
Section 704.	Operation of Health Care System	
Section 705.	Liens	49
Section 706.	Insurance Provisions	49
Section 707.	Condemnation	50
Section 708.	Meaning of Efficient Utilization	51
Section 709.	Construction Fund After Loss	52
Section 710.	Funds and Accounts to be Maintained Separately	52
Section 711.	Fiscal Year; Annual Budget	
Section 712.	Audit of Health Care System	52
Section 713.	Inspection of Records of Health Care System	
Section 714.	Disposition of Health Care System	

20<mark>72 Deceluti</mark>on - Page 73 -

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 801.	Events of Default	56
Section 802.	Actions by Certificateholders; Receiver	56
Section 803.	Proceedings Discontinued, Abandoned, or Adversely Determined	57
Section 804.	Limitation of Actions	57
Section 805.	No Remedy Exclusive	57
Section 806.	Delay or Omission to Exercise Right or Power	57
Section 807.	Rights to Enforce Payment	57

ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

58
58
59
59
59
5 5

ARTICLE X

TAX COVENANT; MISCELLANEOUS PROVISIONS

Section 1001.	Resolution Constitutes Contract with all Owners	60
Section 1002.	Federal Tax Certificate	60
Section 1003.	Applicable Provisions of Law	60
	Partial Invalidity	
Section 1005.	Payments Due on Saturdays, Sundays, and Holidays	60
Section 1006.	Validation	61
Section 1007.	Continuing Disclosure	61
Section 1008.	Official Statement	61
Section 1009.	Authorization of Second Amendment to Contract	62
Section 1010.	Authorization of Execution of 8038-G and Federal Tax Certificate	62
	General Authorization	
Section 1012.	Acceptance of Bids	62
Section 1013.	Waiver of Performance Audit	62
Section 1014.	Authorization of Refunding Escrow Agreement;	
	Notices of Provision for Payment and Redemption	63
Section 1015.	Effective Date	63
Section 1016.	Captions	63
Section 1017.	Repealer	63

Exhibit A - Form of Second Amendment to Contract

20	<u>72 Dagaluti</u>	on
	- Page 74 -	

PREAMBLE

1. The Hospital Authority of Columbus, Georgia is a public body corporate and politic created by the Hospital Authorities Law of Georgia, codified in Official Code of Georgia Annotated ("O.C.G.A.") §§ 31-7-70 *et seq.* (the "Hospital Authorities Law"), and was activated by a resolution adopted on November 14, 1967, by the governing body of Muscogee County at the time of such activation. The Columbus, Georgia-New Charter for County-Wide Government (Ga. Laws 1993, p. 4978, at 5006), as amended by the voters of Columbus, Georgia, in referenda held on November 6, 2012 and November 8, 2022 and by various local acts of the Georgia General Assembly (the "Columbus Charter"), in Article IV, Chapter 6, Section 4-621, readopted and approved the renaming and designation of the "Hospital Authority of Muscogee County," as the "Hospital Authority of Columbus, Georgia" (the "Authority"), and authorized the Authority to continue its operation without interruption resulting from the adoption of the Columbus Charter.

2. The Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law and will continue to comply with all of the requirements thereof.

3. The Hospital Authorities Law grants to the Authority the power to acquire, construct, and equip hospitals, health care facilities, nursing homes, rehabilitation centers, extended care facilities, and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of the Authority or leased by the Authority for operation by others, to promote the public health needs within its area of operation and all utilities and facilities deemed by the Authority necessary or convenient for the efficient operation thereof, and the power to establish rates and charges for the services and use of the facilities of the Authority.

4. The Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the "Series 2013 Certificates"), in the original aggregate principal amount of \$31,445,000, the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System (as defined herein), which were issued in accordance with a resolution of the Authority adopted on January 17, 2013, as amended by a supplemental resolution adopted on February 14, 2013 (together, the "2013 Resolution").

5. The Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the "Series 2018 Certificates"), the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 23, 2018 (the "2018 Resolution").

6. Payment of the Series 2013 Certificates and the Series 2018 Certificates are secured in accordance with the 2013 Resolution and the 2018 Resolution by the Gross Revenues (defined herein) of the Health Care System and are further secured under the provisions of an

- Page 75 -

intergovernmental contract dated as of March 1, 2013 (the "**2013 Contract**"), as supplemented and amended by a First Amendment to Contract dated as of February 21, 2018 (the "First Amendment to Contract"), between the Authority and Columbus.

7. After thorough investigation and study, the Authority has determined that it is in its best interests to issue its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the "Series 2023 Certificates") in an amount which, together with other funds available to the Authority for such purpose, will be sufficient to refund, redeem and defease all outstanding Series 2013 Certificates in accordance with the 2013 Resolution thereby satisfying and discharging the lien of the Series 2013 Certificates on the Gross Revenues of the Health Care System. The Authority will realize substantial debt service cost savings from said refunding over the life of the Series 2023 Certificates.

8. The Hospital Authorities Law grants to the Authority the power to refund outstanding certificates and pay all or any part of the cost thereof. Furthermore, the 2013 Resolution provides in part as follows:

Section 301. Optional Redemption. Series 2013 Certificates maturing on July 1, 2024 and thereafter may be redeemed prior to their respective maturities at the option of the Authority, in whole or in part at any time, beginning July 1, 2023 (if less than all of the Series 2013 Certificates of a maturity are to be redeemed, the actual Series 2013 Certificates of such maturity shall be selected by lot in such manner as may be designated by the Registrar) from any moneys available therefor. Series 2013 Certificates which are subject to redemption are callable in such order as may be designated by the Authority. Such redemption shall be made upon payment of 100% of the principal amount of Series 2013 Certificates to be redeemed prior to maturity plus accrued interest to the redemption date.

* * * * * *

Section 304. Notice of Redemption. Notice of any optional redemption or extraordinary redemption of Series 2013 Certificates pursuant to this Article shall be given by the Authority to the Registrar and Paying Agent at least 35 days prior to the date fixed for redemption and notice of any redemption of Series 2013 Certificates pursuant to this Article shall be given by the Registrar and Paying Agent one time not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Holders of each of the Series 2013 Certificates being called for redemption by first class or registered or certified mail as the Paying Agent shall determine is necessary at the address shown on the register of the Registrar as of 45 days prior to the date fixed for redemption. Said notice shall contain the complete official name of the Series 2013 Certificates, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Series 2013 Certificates, interest rate and maturity date. Said notice shall also be given by certified mail, return receipt requested, or by electronic means, not less than 30 days nor more than 60 days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board's



Electronic Municipal Market Access System or as may be required by applicable law or regulation at the time of giving such notice; provided however, failure to give such notice shall not affect the validity of the proceedings for redemption. No transfer or exchange of any Series 2013 Certificates so called for redemption shall be allowed. In the event any Holder of any Series 2013 Certificate being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Series 2013 Certificate within sixty days after the date fixed for redemption, a second notice of the redemption of such Certificate shall be given to said owner at the address of said owner as shown on the register of the Registrar within ninety days after the date fixed for redemption. The failure of the Paying Agent to give such notice shall not affect the validity of the proceedings for the redemption of any Series 2013 Certificate as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 305. Effect of Redemption Call. Notice having been given in the manner and under the conditions prescribed herein, and moneys for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Certificates or the portion thereof so called for redemption shall become and be due and payable on the redemption date designated in such notice at the redemption price provided for redemption of such Certificates on such date. Interest on the Certificates or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless there shall be a failure to make payment of the redemption price thereof upon presentation and surrender thereof. Such Certificates shall cease to be entitled to any lien, benefit or security under this Resolution and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of the redemption price thereof and such Certificate or the portion thereof so called shall not be considered to be Outstanding. Upon surrender of such Certificate paid or redeemed in part only, the Authority shall execute and the Registrar shall deliver to the Owner thereof, at the expense of the Authority, a new Certificate or Certificates of the same type, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Certificate.

* * * * * *

Section 510. Defeasance.

(a) Certificates shall be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Certificates,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose,

(A) sufficient moneys, and/or

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- Page 77 -

(B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity,

the principal of and the interest on which moneys and/or Government Obligations when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium, if any, on such Certificates, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein or in the resolution authorizing such series of Certificates);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Certificates or there shall be sufficient moneys deposited with the Registrar and Paying Agent to make said payments; and

(iii) unless all Certificates being defeased pursuant to this Section 510 are to mature or be redeemed within the next 60 days, the Authority shall have given the Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the Owners of such Certificates, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 510 has been made and that such Certificates are deemed to have been paid in accordance with this Section 510.

(b) In addition to the foregoing provisions of this Section 510, the lien of this Resolution as to all Certificates which are being defeased shall only be discharged pursuant to this Section 510 if the Authority delivers an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 510 have been satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Certificates from federal income taxation.

(c) It is contemplated that any Certificates issued and secured pursuant to this Resolution may be paid, or deemed to be paid in full as aforesaid, and any other Certificates not paid, or not deemed to be paid in full as aforesaid, shall remain Outstanding hereunder. Upon payment in full of any Certificates as provided in this Section 510, the Owners of such Certificates shall no longer be entitled to the benefits of the security afforded by this Resolution and, except for the purposes of registration, exchange, and transfer, shall no longer be deemed outstanding hereunder.

9. Concurrently with the issuance and delivery of the Series 2023 Certificates authorized hereby, the Authority will provide for the defeasance, payment and redemption in full of the Series 2013 Certificates in accordance with the applicable provisions of the 2013 Resolution

- Page 78 -

by irrevocably depositing into the Refunding Escrow Fund (term defined herein) created pursuant to the terms of a Refunding Escrow Agreement (term defined herein) dated as of the date of the issuance and delivery of the Series 2023 Certificates, by and between the Authority and U.S. Bank Trust Company, National Association, Atlanta, Georgia, in its capacities as escrow agent and Registrar and Paying Agent for the Series 2013 Certificates, money and Government Obligations (term defined herein) sufficient to refund and redeem all of the outstanding Series 2013 Certificates in full on November 22, 2023 (the "**Redemption Date**").

10. The Series 2023 Certificates will be issued on a parity basis with the outstanding Series 2018 Certificates. The payment of the Series 2018 Certificates, the Series 2023 Certificates, and any certificates issued hereafter on a parity therewith ("**Parity Certificates**") and the interest thereon shall be secured by a first and prior pledge of and charge or lien on the Gross Revenues of the Health Care System and a first and prior pledge of and charge or lien on the payments (if any) to become due from Columbus pursuant to the Contract (hereinafter defined) as the same may be further amended to secure the payment of Parity Certificates. Section 509 of the 2018 Resolution provide in part as follows:

Section 509. <u>Parity Certificates</u>. Parity Certificates may be issued from time to time payable from the Sinking Fund and ranking as to lien on the Gross Revenues of the Health Care System *pari passu* with the Certificates then outstanding, provided all the following conditions are met:

(a) The Authority shall pass proper proceedings authorizing the issuance of such Parity Certificates, which proceedings shall provide, among other provisions, for the date, the rate or rates of interest, maturity dates, and redemption provisions of such Parity Certificates, and the interest on such Parity Certificates, if fixed, shall fall due on January 1 and July 1 of each year, and the principal of such Parity Certificates shall mature in installments on July 1 (but not necessarily in each year, or in equal installments), and provided further, that any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this 2018 Resolution. Any such proceeding or proceedings shall require an increase in the monthly payments then being made into the Sinking Fund to the extent necessary to pay the Debt Service on all Certificates then outstanding and on the Parity Certificates proposed to be issued.

(b) Columbus shall have entered into an amendatory contract with the Authority reaffirming all applicable provisions of the Contract, making all such provisions fully applicable to the Parity Certificates proposed to be issued, and enlarging and extending the payments to be made by Columbus to the Authority for deposit to the Sinking Fund to the extent necessary to pay the Debt Service on all Outstanding Certificates and on the Parity Certificates then proposed to be issued as the same mature.

(c) A maximum millage of four mills based upon the taxable value of property within the territorial limits of Columbus subject to taxation for such purposes as shown in the latest tax digest, shall be capable of producing funds in



an amount at least equal to 1.20 times the maximum combined amount, for any succeeding Sinking Fund Year, of principal and interest coming due on (i) Certificates then outstanding and the Parity Certificates then proposed to be issued and (ii) any other obligations then outstanding and any other obligations then proposed to be issued, the debt service on which Columbus has agreed to provide for through the levy of ad valorem taxes pursuant to the Hospital Authorities Law; provided, however, that with respect to any such Certificates or other obligations for which a sinking fund is established or for which scheduled mandatory redemption is required, the amount of principal coming due in any Sinking Fund Year shall be determined by reference to the amounts required to be deposited in such year in the sinking fund established therefor or the principal amount of such Certificates or other obligations to be retired by scheduled mandatory redemption in such year and not be reference to the aggregate principal amount of such Certificates or other obligations due on such dates; and provided, further, that with respect to Variable Rate Certificates, the amount of interest coming due in any Sinking Fund Year shall be calculated at a rate equal to the highest rate which could be borne by such Certificates.

(d) An independent certified public accountant (or firm thereof) shall issue its report to the Authority that as of a date not more than 90 days prior to the adoption of proceedings authorizing the issuance of Parity Certificates (i) the payments covenanted to be made into the Sinking Fund, as the same may have been enlarged in any proceeding theretofore taken authorizing the issuance of Parity Certificates, are being timely made in the full amounts required, (ii) the Sinking Fund is at its proper balance, and (iii) based upon an affidavit from the Tax Commissioner of Muscogee County as to the taxable value of property located within the territorial limits of Muscogee County, the requirements set forth in subparagraph (c) above have been met.

(e) The proceeds of any Parity Certificates authorized to be issued must be used only for the purpose of adding to, extending, and improving the Health Care System and its related properties (including, but not limited to, the acquisition, construction, and equipping of such building or buildings and structures and appurtenances pertaining thereto as may be deemed necessary to afford more adequate, useful, and convenient facilities for the proper control and administration of the functions of the Health Care System) and/or to redeem or refund any one or more series of Certificates previously issued under this 2018 Resolution, or other obligations relating to the Health Care System, and paying the usual and necessary expenses incurred and to be incurred incident to accomplishing any of the foregoing, including, without limitation, the costs of lands, rights-of-way, contract rights, franchises, and easements.

(f) The Authority shall adopt proper proceedings reciting that all of the above requirements have been met, shall authorize the issuance of the Parity Certificates, shall provide in such proceedings that such Parity Certificates shall be secured under and pursuant to this 2018 Resolution, and shall provide in such proceedings, among other things, the date, rate or rates of interest, maturity dates,



redemption provisions, and registration provisions for such Parity Certificates. Any such Parity Certificates may be issued under or pursuant to a trust indenture and, in such event, the proceedings authorizing the issuance of such Certificates shall make appropriate provisions for the transfer of money on deposit in the Sinking Fund to the trustee in sufficient time for the payment of debt service on such Parity Certificates, and shall provide in such proceedings, among other things, the date, rate or rates of interest, maturity dates, redemption provisions, and registration provisions for such Parity Certificates, but nothing contained herein shall require any of the funds to be held by such trustee. The proceedings for such Parity Certificates may contain additional covenants with respect to the maintenance and operation of the Health Care System and additional restrictions on the issuance of Parity Certificates, which covenants and restrictions shall, so long as, but only so long as, such Parity Certificates remain outstanding, be for the benefit of any other Certificates secured by this 2018 Resolution. In the event Parity Certificates are secured hereunder and issued pursuant to a trust indenture, the trustee thereunder shall for purposes of this 2018 Resolution, in accordance with the provisions of such trust indenture, exercise the rights and remedies of the owners of such Parity Certificates. Subject to the provisions of Article III, it shall not be necessary that the interest and principal and payment dates or redemption provisions for such Parity Certificates correspond with the provisions of any other Certificates. Any credit or liquidity facility related to any Parity Certificates may secure only such Parity Certificates and not any other Certificates issued hereunder. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions, and provisions of this 2018 Resolution.

(g) Any proposed Variable Rate Certificates shall specify a maximum interest rate, and if any such Variable Rate Certificates so issued provide for the mandatory redemption or purchase of such Variable Rate Certificates at the option of the owner thereof, a credit or liquidity facility shall be provided at or prior to the issuance of such Variable Rate Certificates to support the requirement for any such mandatory redemption or purchase. The failure of any such credit or liquidity facility to purchase any such Variable Rate Certificates may be a default under this 2018 Resolution, but may not cause an acceleration of such Variable Rate Certificates issued pursuant to this 2018 Resolution.

(h) Such Parity Certificates and all proceedings relative thereto and the security therefor shall be validated as prescribed by law.

11. The conditions precedent set forth in Section 509, subparagraphs (a), (c), (d), (e) and (f) of the 2018 Resolution have been met or will have been met upon the adoption of this Resolution. The conditions precedent set forth in Section 509, subparagraphs (b) and (h) of the 2018 Resolution will be met prior to or as of the date of the issuance and delivery of the Series 2023 Certificates.

12. It is anticipated that revenues to be produced by the Health Care System will be sufficient to pay the debt service to become due on the Series 2018 Certificates and the Series 2023 Certificates, to provide and maintain any necessary debt service reserves, and to provide for the

- Page 81 -

operation and maintenance of the Health Care System in accordance with the provisions of this Resolution and sound business practices. However, in order to further secure the payment of the Series 2023 Certificates on parity with the Series 2018 Certificates, it will be necessary for the Authority and Columbus to enter into a second amendment to the 2013 Contract (the "Second Amendment to Contract", and together with the 2013 Contract and First Amendment to Contract, the "Contract") whereby Columbus shall agree to the extent required and to the extent necessary to levy an annual *ad valorem* tax on all taxable property located within the territorial limits of Columbus at a rate not to exceed four mills of the seven mill limit authorized under the Hospital Authorities Law, to produce in each year revenues which are sufficient to pay the principal of and interest on any outstanding Series 2018 Certificates and Series 2023 Certificates, and to make additional payments within said four mills limitations as may be necessary to assure the continued operation, maintenance, and repair of the Health Care System during the term of the Second Amendment to Contract.

13. On April 11, 2023, the Council of Columbus adopted Resolution No. 131-23 which among other provisions declared its official intent to enter into the Second Amendment to Contract, subject to the preparation and review by the Authority and Columbus of the Second Amendment to Contract and other necessary documents relating to the issuance of the Series 2023 Certificates. On July 11, 2023, the Council of Columbus adopted Resolution No. 228-23 reaffirming the provisions of Resolution No. 131-23, and authorizing Davenport & Company LLC, as financial advisor to the Authority and Columbus, to determine the best method of sale of the Series 2023 Certificates and to conduct the sale of the Series 2023 Certificates through either a competitive sale method or negotiated sale method.

14. Columbus agrees in the Contract that its four mill obligation pursuant to the Contract taken together with any and all outstanding agreements which may be subject to the Hospital Authorities Law will not cause it to exceed the seven mill limitation currently prescribed in that law, nor will it undertake any new or amended contract for the provision of indigent health care, which shall cause it to exceed said seven mill limitation currently prescribed in the Hospital Authorities Law or such greater limitation as may be hereafter prescribed thereunder.

15. In accordance with the Official Notice of Sale dated July 20, 2023 distributed on behalf of the Authority by Davenport & Company LLC, as financial advisor to the Authority and Columbus, the Authority received electronic bids for the purchase of the Series 2023 Certificates on July 25, 2023, and the Chief Financial Officer of the Authority, with the assistance of Davenport & Company LLC, reviewed the bids and determined that the best bid for the Series 2023 Certificates was submitted by Wells Fargo Bank, National Association. Said bid has been approved and accepted on behalf of the Authority, subject to the terms of this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Hospital Authority of Columbus, Georgia, in public meeting properly and lawfully called and assembled, and it hereby is resolved by authority of the same, that the form of the Second Amendment to the Contract which is attached to this Resolution be submitted to the Council of Columbus with the request that the Council adopt a resolution (i) reaffirming the provisions of its Resolutions No. 131-23 and No. 228-23, (ii) authorizing the Mayor or Mayor *Pro Tem* to execute and deliver the Second Amendment to Contract in final form setting forth the exact maturities and interest rates on the Series 2023 Certificates, for which Columbus shall agree to pay money to or for the account of the Authority

- Page 82 -

under the conditions and on the terms set forth in the Contract and to the extent the Gross Revenues of the Authority are insufficient therefor, (iii) authorizing the Clerk of Council to attest such execution and delivery and to affix the seal of Columbus thereto, and (iv) authorizing and directing the Mayor, City Manager, Finance Director, City Attorney, or other officials of Columbus to take such actions and make such certifications as are necessary for the Authority to proceed with the proposed issuance and delivery of the Series 2023 Certificates and to effect the undertakings for which the Series 2023 Certificates are to be issued; and

BE IT FURTHER RESOLVED as follows:

- Page 83 -

ARTICLE I

DEFINITIONS; RULES OF CONSTRUCTION

Section 101. <u>Definitions of Certain Terms</u>. In addition to the words and phrases elsewhere defined in this Resolution, the following words and phrases used herein shall have the following meanings:

"2013 Contract" means the intergovernmental contract dated as of March 1, 2013, between the Authority and Columbus more particularly described in paragraph 6 of the preamble of this Resolution.

"**2013 Resolution**" means the Authority's resolution which authorized the issuance of the Series 2013 Certificates.

"**2018 Resolution**" means this Authority's resolution which authorized the issuance of the Series 2018 Certificates.

"Authentication Agent" means with respect to the Series 2023 Certificates, U.S. Bank Trust Company, National Association, Atlanta, Georgia, and with respect to any Parity Certificates, shall have the meaning specified by the supplemental resolution authorizing such Parity Certificates.

"Authority" means the Hospital Authority of Columbus, Georgia, a body corporate and politic created and existing under the Hospital Authorities Law, and any successor or successors to the present Authority, and any person, body, or authority to whom or to which hereafter may be delegated by law the duties, powers, authority, obligations, or liabilities of the present Authority either in whole or in relation to the Health Care System.

"Authority Representative" means any person at the time designated to act on behalf of the Authority by a certificate containing the specimen signature of such person and signed by the Chairman of the Authority. Such certificate may designate one or more alternates.

"**Bond Counsel**" means an attorney at law or a firm of attorneys designated by the Authority of nationally-recognized standing in matters pertaining to the tax-exempt nature of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"**Capital Improvement Fund**" means the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA CAPITAL IMPROVEMENT FUND provided for in Section 502(c) hereof.

"**Capital Improvement Fund Custodian**" means Truist Bank, in the City of Columbus, Georgia, or such other bank or trust company so designated from time to time by resolution of the Authority.

"Certificate Date" means the date a series of Certificates is dated, and with respect to the Series 2023 Certificates, the term means the date of issuance and delivery of the Series 2023 Certificates.



"Certificateholder," "Holder," or "Owner" means the registered owner of any Certificate.

"Certificates" mean the outstanding Series 2018 Certificates and the Series 2023 Certificates and from and after the issuance of any additional Parity Certificates, unless the context clearly indicates otherwise, such Parity Certificates.

"Cede & Co." means Cede & Co., the nominee of DTC or any successor nominee of DTC.

"Code" means the Internal Revenue Code of 1986, as amended.

"Columbus" means Columbus, Georgia, a consolidated government and a political subdivision of the State.

"Contract" means the 2013 Contract, as supplemented and amended by the First Amendment to Contract and the Second Amendment to Contract.

"Costs of Issuance" means the reasonable and necessary costs and expenses incurred by the Authority with respect to the issuance of a series of Certificates, the Resolution, and any transaction or event contemplated by the Resolution, including fees and expenses of engineers, accountants, attorneys, placement agents, underwriters, financial advisors; financial fees and expenses; advertising, recording, validation and printing expenses; premiums for any Debt Service Reserve Credit Instruments; and all other costs and expenses incurred in connection with the issuance of a series of Certificates.

"**Costs of Issuance Account**" means an account or accounts authorized to be created pursuant to Section 402 of this Resolution for the exclusive purpose of paying Costs of Issuance incurred in connection with the issuance of a series of Certificates.

"**Current Facilities**" means the Authority's current facilities more particularly described as Muscogee Manor and Rehabilitation Center, Muscogee Home Heath, Ridgecrest Rehab & Skilled Nursing Center, and Orchard View Rehabilitation & Skilled Nursing Center.

"Debt Service" means the principal of and interest due on the Certificates.

"**Debt Service Requirement**" means the amount required in a Sinking Fund Year to pay the Debt Service on the Certificates as the same becomes due and payable.

"**Debt Service Reserve Credit Instrument**" means a debt service reserve insurance policy or surety bond or letter of credit or a combination thereof deposited in the Debt Service Reserve Fund in accordance with Section 503(c) in lieu or of in partial substitution for cash on deposit therein.

"**Debt Service Reserve Fund**" means the fund of such name heretofore established and described in Section 502(c).

"**Debt Service Reserve Requirement**" means as of the date of its calculation the least of (i) the maximum annual Debt Service Requirement with respect to the Certificates, (ii) 10% of the



original principal amount of the Certificates, or (iii) 125% of the average annual Debt Service Requirement with respect to the Certificates, or (iv) the amount set forth in Section 2(e) of the Second Amendment to Contract or such other amount established and maintained by the Authority with the consent of Columbus. If approved by Columbus, the Debt Service Reserve Requirement may be funded in whole or in part with a Debt Service Reserve Credit Instrument.

"Direct Participant" means securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations and corporations which have access to the DTC system.

"DTC" means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, or its nominee, or any other person, firm, association, or corporation designated in any resolution of the Authority supplemental hereto to serve as securities depository for a series of Certificates.

"Escrow Agent" means U.S. Bank Trust Company, National Association, Atlanta, Georgia, in the City of Atlanta, Georgia.

"Federal Tax Certificate" means a certificate executed by the appropriate officer of the Authority, dated the date of issuance and delivery of a series of tax-exempt Certificates, containing, among other provisions, representations to the effect that on the basis of facts and estimates set forth therein (A) it is not expected that the proceeds of said series will be used in a manner that would cause said series to be "arbitrage bonds" within the meaning of § 148 of the Code and applicable regulations thereunder and (B) to the best knowledge and belief of said officer, such expectations are reasonable.

"First Amendment to Contract" means the first amendment to the 2013 Contract entered into between the Authority and Columbus, dated February 21, 2018, described in paragraph 6 of the preamble of this Resolution.

"Government Obligations" means bonds or other obligations of the United States of America or obligations representing an interest therein which as to principal and interest constitute direct obligations of the United States of America or are fully guaranteed as to payment by the United States of America.

"Gross Revenues" means all revenues, income, receipts, and money derived from the ownership and operation of the Health Care System, but without limiting the generality of the foregoing, the following items:

(a) gifts, grants, requests, donations, and contributions to the Health Care System exclusive of any gifts, grants, bequests, donations, and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Debt Service on the Certificates, and

(b) proceeds derived from (i) insurance, except to the extent the use thereof is otherwise required by the 2018 Resolution or this Resolution, (ii) accounts receivable, (iii) investment income (with the exception noted below), (iv) inventory and other tangible and intangible property, (v) Health Care System expense reimbursement or medical expense reimbursement for Health



Care System functions or insurance programs or agreements, (vi) condemnation awards except to the extent that the use thereof is otherwise required by the 2018 Resolution or this Resolution, and (vii) contracts and other rights and assets relating to the Health Care System which are now or hereafter owned or held or possessed by or on behalf of the Authority, including the Contract (with the exception noted below).

Notwithstanding the foregoing, Gross Revenues shall not include (a) income earned in any construction fund established with proceeds of Certificates, (b) payments by Columbus pursuant to the Contract which are dedicated to the payment of Debt Service on the Certificates, (c) the proceeds of borrowing and interest earned thereon if and to the extent such interest is required to be excluded by the terms of the borrowing, and (d) local, state or federal grants and capital improvement contract payments or other money received for capital improvements to the Health Care System.

"Health Care System" means all facilities of the Authority located within the territorial limits of Columbus.

"Hospital Authorities Law" means O.C.G.A. §§ 31-7-70 et seq.

"Interest Payment Date" with respect to the Series 2023 Certificates shall have the meaning given such term in Section 202(a), and with respect to any Parity Certificates, shall have the meaning specified by the supplemental resolution authorizing such Parity Certificates.

"O.C.G.A." means Official Code of Georgia Annotated.

"Operating Expenses" means the reasonable and necessary costs of operating, maintaining, and repairing the Health Care System, including salaries, wages, payment of any contractual obligations pertaining to the operation of the Health Care System, the cost of materials and supplies, rentals of leased property and facilities, insurance, and such other charges as may properly be made for the purpose of operating, maintaining, and repairing the Health Care System in accordance with sound business practice, the payment of necessary fees and charges, if any, of the Paying Agent, Registrar, and Authentication Agent (if a bank or trust company), and the payment, if any, for the investment services of any fund or account held for the benefit of the Health Care System, but shall not include depreciation, amortization charges, bond interest expense, or allocation of overhead.

"**Outstanding**" or "**Outstanding Certificates**" when used in reference to the Series 2023 Certificates, means all Certificates which have been executed and delivered pursuant to this Resolution except:

(a) Certificates cancelled because of payment or redemption;

(b) Certificates for the payment or redemption of which funds or securities in which such funds are invested shall have been deposited theretofore with a duly designated paying agent or escrow agent for the Certificates (whether upon or prior to the maturity or redemption date of any such Certificates) provided that if such Certificates are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or provision satisfactory to such Paying



Agent shall have been made therefor, or a waiver of such notice, satisfactory in form to such Paying Agent, shall have been filed with such Paying Agent; and

(c) Certificates in lieu of which other Certificates have been executed and delivered under Section 205 of this Resolution.

"**Parity Certificates**" means any revenue anticipation certificates of the Authority which may be issued hereafter on a parity with the Series 2018 Certificates and Series 2023 Certificates in accordance with the terms of this Resolution.

"**Paying Agent**" means with respect to the Series 2023 Certificates, U.S. Bank Trust Company, National Association, Atlanta, Georgia, and with respect to any Parity Certificates, shall have the meaning specified by the supplemental resolution authorizing such Parity Certificates.

"**Principal Payment Date**" means with respect to the Series 2023 Certificates, July 1, and with respect to any Parity Certificates shall have the meaning specified by the supplemental resolution authorizing such Parity Certificates.

"Record Date" shall have the meaning given such term in Section 202(d).

"**Refunding Escrow Agreement**" means the escrow deposit agreement to be entered into between the Authority and the Escrow Agent concerning the refunding of the Series 2013 Certificates, and as authorized for execution by this Resolution.

"**Refunding Escrow Fund**" means the escrow fund created pursuant to the Refunding Escrow Agreement.

"**Registrar**" means with respect to the Series 2023 Certificates, U.S. Bank Trust Company, National Association, Atlanta, Georgia, and with respect to any Parity Certificates, shall have the meaning specified by the supplemental resolution authorizing such Parity Certificates.

"Resolution" means this Resolution, as the same may be amended or supplemented.

"**Revenue Bond Law**" means the Revenue Bond Law of the State of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, as amended.

"Revenue Fund" means the fund described in Section 502(a).

"**Revenue Fund Custodian**" means Truist Bank in the City of Columbus, Georgia, or such other bank or trust company so designated from time to time by resolution of the Authority.

"Series 2013 Certificates" means the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013.

"Series 2018 Certificates" means the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, and the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B.

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- Page 88 -

"Series 2023 Certificates" means the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023, in the aggregate principal amount of \$18,865,000, authorized to be issued pursuant to the terms of this Resolution.

"Sinking Fund" means the fund described in Section 502(b).

"Sinking Fund Custodian" means U.S. Bank Trust Company, National Association, in the City of Atlanta, Georgia, or such other bank or trust company so designated from time to time by resolution of the Authority.

"Sinking Fund Year" means the period commencing on July 2 in a year and ending on July 1 in the next ensuing year.

"State" means the State of Georgia.

"Variable Rate Certificates" shall mean any portion of a series of Parity Certificates the interest rate on which fluctuates subsequent to the time of issuance; provided, however, that any Parity Certificates for which payment obligations do not fluctuate in the aggregate does not constitute Variable Rate Certificates.

Section 102. <u>Rules of Construction</u>. Unless the context clearly indicates to the contrary:

(a) "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter," and other equivalent words refer to this Resolution and not solely to the particular portion thereof in which any such word is used;

(b) any pronoun used herein shall be deemed to cover all genders;

(c) all references herein to particular Articles or Sections are references to Articles or Sections of this Resolution; and

(d) the titles preceding each Section of this Resolution are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provisions of this Resolution.

[END OF ARTICLE I]

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- Page 89 -

ARTICLE II

AUTHORIZATION, TERMS, AND FORM OF CERTIFICATES

Section 201. <u>Authorization and Designation</u>. Revenue anticipation certificates of the Authority designated the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the "Series 2023 Certificates"), are hereby authorized to be issued in the aggregate principal amount of \$18,865,000, for the purposes aforesaid pursuant to the Hospital Authorities Law, the Revenue Bond Law, the laws of the State relating to the Authority, and pursuant to this Resolution.

Section 202. <u>Maturities, Interest Rates, Interest Payment Dates, Date,</u> <u>Denominations, and Other Particulars of the Series 2023 Certificates</u>.

(a) The Series 2023 Certificates shall be issued a fully registered certificates, without coupon, in denominations of \$5,000 or any integral multiple thereof in an aggregate principal amount of \$18,865,000 bear interest at the rates set out below, payable semi-annually on January 1 and July 1 (each an "Interest Payment Date") in each year, beginning January 1, 2024, and shall mature on July 1 (each a "Principal Payment Date") in the years and in the amounts as follows:

Year	Principal Amount	Interest Rate
2024	\$1,465,000.00	5.000%
2025	1,385,000.00	5.000
2026	1,450,000.00	5.000
2027	1,525,000.00	5.000
2028	1,605,000.00	5.000
2029	1,685,000.00	5.000
2030	1,775,000.00	5.000
2031	1,850,000.00	5.000
2032	1,945,000.00	5.000
2033	2,040,000.00	5.000
2034	2,140,000.00	5.000

(b) The Series 2023 Certificates are subject to extraordinary redemption prior to maturity as provided by Article III herein.

(c) The Series 2023 Certificates as originally issued shall be lettered and numbered from R-1 upward in order of maturity according to the records maintained by the Registrar. The Series 2023 Certificates shall be dated as of the date of issuance and delivery (the "Certificate Date"). Each Series 2023 Certificate shall bear interest from the Interest Payment Date next preceding the date of authentication of such Series 2023 Certificate to which interest on such Series 2023 Certificates has been paid, unless (i) the date of authentication is an Interest Payment Date to which interest has been paid, in which case from such Interest Payment Date or (ii) no interest has been paid on such Series 2023 Certificates, in which case from the Certificate Date.

(d) The person in whose name any Series 2023 Certificate is registered at the close of business on any Record Date with respect to any Interest Payment Date shall be entitled to receive

Dagalution
- Page 90 -

the interest payable on such Interest Payment Date notwithstanding any registration of transfer or exchange subsequent to such Record Date and prior to such Interest Payment Date. The term "**Record Date**" as used in this Section with respect to any Interest Payment Date shall mean the 15th day of the calendar month next preceding such Interest Payment Date; provided, however, that if and to the extent a default shall occur in the payment of interest due on such Interest Payment Date, such past due interest shall be paid to the persons in whose name Outstanding Certificates are registered on a subsequent date of record established by notice given by mail by the Registrar to the Holders of the Series 2023 Certificates not less than 30 days preceding such subsequent date of record.

(e) The Debt Service and redemption premium, if any, on the Series 2023 Certificates shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The principal of the Series 2023 Certificates (and in the case of term Series 2023 Certificates, the final payment of principal) shall be payable upon the presentation and surrender of the Series 2023 Certificates to the Paying Agent. The Debt Service on the Series 2023 Certificates shall be paid by check or draft mailed by the Paying Agent by first class mail to the respective Owners of the Series 2023 Certificates at such Owners' addresses as they appear on the certificate register kept by the Registrar (or by wire transfer to the Owners of Series 2023 Certificates in the minimum aggregate principal amount of \$1,000,000 at a wire transfer address which said Owners have provided to the Paying Agent not less than five business days prior to an Interest Payment Date, which wire instructions shall remain in effect until the Paying Agent is notified to the contrary).

(f) Certificates are authorized hereby to be issued in book-entry only form, with no physical distribution of Certificates made to the public. If a series of Certificates are issued as book-entry certificates, the following procedures shall apply thereto:

The Series 2023 Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity, in the aggregate principal amount of such maturity, and will be held by the Registrar on behalf of the DTC.

Purchases of the Series 2023 Certificates under the DTC system must be made by or through Direct Participants (which include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations), which will receive a credit for the Series 2023 Certificates on DTC's records. The ownership interest of each actual purchaser of each Series 2023 Certificate (a "Beneficial Owner") is in turn to be recorded on the records of the Direct Participants and others such as U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). Beneficial Owners will not receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not

- Page 91 -

receive certificates representing their ownership interests in the Series 2023 Certificates, except in the event that use of the book-entry system for the Series 2023 Certificates is discontinued.

To facilitate subsequent transfers, all Series 2023 Certificates are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The registration of the Series 2023 Certificates in the name of Cede & Co., or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023 Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Principal and interest payments on the Series 2023 Certificates will be made by the Paying Agent to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

In the event that (a) DTC determines not to continue to act as securities depository for the Series 2023 Certificates or (b) the Authority determines that the continuation of the book-entry system of evidence and transfer of ownership of the Series 2023 Certificates would adversely affect the interests of the Authority or the Beneficial Owners of the Series 2023 Certificates, the Authority shall discontinue the book-entry system with DTC. If the Authority fails to identify another qualified securities depository to replace DTC, the Authority will cause the Paying Agent to authenticate and deliver replacement Series 2023 Certificates in the form of fully-registered Series 2023 Certificates to each Beneficial Owner.

If the book-entry system of evidence and transfer of ownership of the Series 2023 Certificates is discontinued pursuant to the provisions of this Section, the Series 2023 Certificates shall be delivered solely as fully-registered Series 2023 Certificates without coupons in such denominations as shall be determined by the Authority, shall be lettered "R" and numbered separately from 1 upward, and shall be payable, executed, authenticated, registered, exchanged, and canceled pursuant to the provisions of Article II hereof. In addition, the Authority will pay all costs and fees associated with the printing of the Series 2023 Certificates and issuance of the same in certificated form.

SO LONG AS CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS NOMINEE FOR DTC, IS THE SOLE CERTIFICATE HOLDER, THE AUTHORITY AND THE REGISTRAR WILL TREAT CEDE & CO. OR SUCH OTHER



NOMINEE AS THE ONLY OWNER OF THE SERIES 2023 CERTIFICATES FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF AND INTEREST ON THE SERIES 2023 CERTIFICATES, RECEIPT OF NOTICES, VOTING, AND REQUESTING OR DIRECTING THE AUTHORITY OR THE PAYING AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THE RESOLUTION. THE AUTHORITY HAS NO RESPONSIBILITY OR OBLIGATION TO THE DIRECT OR INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT BY ANY DIRECT OR INDIRECT PARTICIPANT; (B) THE PAYMENT BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY MOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE SERIES 2023 CERTIFICATES; (C) THE DELIVERY OR TIMELINESS OF DELIVERY BY ANY DIRECT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE RESOLUTION TO BE GIVEN TO CERTIFICATE HOLDERS; OR (D) OTHER ACTION TAKEN BY DTC OR CEDE & CO. OR SUCH OTHER DTC NOMINEE, AS OWNER.

If Series 2023 Certificates are issued as book-entry certificates, the form of said Series 2023 Certificates shall contain the following text:

Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Hospital Authority of Columbus, Georgia, or its agent for registration of transfer, exchange, or payment, and any Certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

The Authority has established a Book Entry system of registration for this Certificate. Except as specifically provided otherwise in the hereinafter defined Resolution, Cede & Co., as nominee of The Depository Trust Company, will be the registered owner and will hold this Certificate on behalf of each beneficial owner hereof. By acceptance of a confirmation of purchase, delivery or transfer, each beneficial owner of this Certificate shall be deemed to have agreed to such arrangement. Cede & Co., as registered owner of this Certificate, will be treated as the owner of this Certificate for all purposes.

Section 203. <u>Execution of Certificates</u>.

(a) Certificates will be executed on behalf of the Authority with the manual or facsimile signature of the Chairman of the Authority and the seal of the Authority will be impressed, imprinted, or otherwise reproduced thereon and attested by the manual or facsimile signature of the Secretary of the Authority.

(b) If any officer whose manual or facsimile signature shall appear on the Certificates shall cease to be such officer before delivery of the Certificates, such signature, nevertheless, shall be valid and sufficient for all purposes the same as if such officer had remained in office until

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- Page 93 -

delivery, and the Certificates, nevertheless, may be issued and delivered as though the person whose signature appears on the Certificates had not ceased to be such officer. Any of the Certificates may be executed and sealed on behalf of the Authority by the manual or facsimile signatures of such officers who, at the time of the execution of the Certificates, may hold the proper offices of the Authority although on the date of the Certificates or on the date of any lawful proceedings taken in connection therewith such persons may not have held such offices.

Section 204. <u>Authentication of Certificates</u>. Each Certificate shall bear thereon a certificate of authentication substantially in the form hereinafter prescribed, executed by the Authentication Agent with a manually executed signature. Only such Certificates as shall bear thereon such certificate of authentication shall be entitled to any right or benefit under this Resolution and no Certificate shall be valid or obligatory for any purpose until such certificate of authentication shall be conclusive evidence that the Certificate so authenticated has been duly authenticated, registered, and delivered under this Resolution and that the Owner thereof is entitled to the benefits of this Resolution. At such time as the Authentication Agent is a financial institution, the certificate of authentication on any Certificate shall be deemed to have been executed by such Authentication Agent if signed manually by an authorized officer of the Authentication Agent or its authorized representative or agent, but it shall not be necessary that the same officer or authorized representative or agent sign the certificate of authentication on all the Certificates.

Section 205. <u>Mutilated, Lost, Stolen, or Destroyed Certificates</u>. If any Certificate is mutilated, lost, stolen, or destroyed, the Authority will execute and deliver a new Certificate of like tenor as that mutilated, lost, stolen, or destroyed, provided that, in the case of any such mutilated Certificate, such Certificate is first surrendered to the Registrar and, in the case of any such lost, stolen, or destroyed Certificate, there is first furnished evidence of such loss, theft, or destruction satisfactory to the Registrar, together with indemnity satisfactory to the Registrar. No service charge shall be made for any such transaction, but a charge may be made to cover any actual expense incurred. If any such Certificate shall have matured or become due, in lieu of issuing a duplicate Certificate, the Authority may pay such Certificate without surrender thereof.

Section 206. <u>Persons Treated as Owners of Certificates</u>. The Authority and its agents, including the Paying Agent and Registrar, may deem and treat the Holder of any Certificate as the absolute Owner of such Certificate for the purpose of receiving payment of the principal thereof and the interest thereon and for all other purposes whatever. All such payments of principal, premium, if any, and interest made to any such Owner or upon such Owner's order shall be valid and effectual to satisfy and discharge the liability upon such Certificate to the extent of the sum or sums so paid, and neither the Authority nor any such agent shall be affected by any notice to the contrary.

Section 207. <u>Validation Certificate</u>. A validation certificate of the Clerk of Superior Court of Muscogee County, State of Georgia, bearing the manual or facsimile signature of said Clerk will be endorsed on each Certificate and will be essential to its validity.

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- Page 94 -

Section 208. <u>Registration; Transfer and Exchange of Certificates</u>.

(a) The Certificates shall be registered as to both principal and interest on the registration book to be kept for that purpose by the Registrar. The Registrar will keep proper registration, exchange, and transfer records in which it shall register the name and address of the Owners of the Certificates.

(b) The Certificates may be transferred only on the register of the Registrar with respect to the Certificates. No transfer of any Certificate shall be permitted except upon presentation and surrender of such Certificate at the office of the Registrar with a written assignment signed by the Owner of such Certificate in person or by such Owner's duly authorized attorney in form and with guaranty of signature satisfactory to the Registrar.

(c) Upon surrender for registration of transfer of any Certificate to the Registrar, the Authority shall execute and the Authentication Agent shall authenticate and deliver to the transferee or transferees a new Certificate or Certificates for a like aggregate principal amount and maturity. Certificates may be exchanged at the office of the Registrar for a like aggregate principal amount of Certificates of authorized denominations and of like maturity. The execution by the Authority of any Certificate in any authorized denomination shall constitute full and due authorization of such denomination and the Registrar shall thereby be authorized to authenticate and deliver such Certificate. No charge shall be made to any Certificate holder for the privilege of registration of transfer or exchange, but the Certificate holder requesting any such registration of transfer or exchange shall pay any tax or other governmental charge required to be paid with respect thereto.

Section 209. Limited Obligation.

(a) The Certificates shall not be payable from nor a charge upon any funds other than the funds pledged to the payment thereof and are payable solely from the funds provided therefor, including the Gross Revenues of the Health Care System. The Certificates and any interest payment thereon shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Authority other than said funds and Gross Revenues.

(b) Neither the members of the Authority nor any person executing Certificates on behalf of the Authority shall be personally liable thereon by reason of the issuance thereof. Certificates and other obligations of the Authority shall not be a debt of any municipal corporation, consolidated government or county in the State, or of the State or any political subdivision thereof, or any combination of subdivisions acting jointly as provided in the Hospital Authorities Law.

Section 210. <u>Records Maintenance</u>. In every case of an exchange of Certificates and of the registration of transfer of any Certificate, the surrendered Certificates shall be held by the Registrar. All Certificates surrendered for exchange or registration of transfer shall be cancelled by the Registrar.

Section 211. <u>Destruction of Cancelled Certificates</u>. All Certificates paid, purchased, or redeemed, either at or before maturity, shall be cancelled and delivered to the Registrar when such payment or redemption is made. All Certificates so cancelled shall be destroyed upon their delivery

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- Page 95 -

to the Registrar and record of such destruction shall be furnished to the Authority and preserved in the permanent records of the Authority.

Section 212. Form of Series 2023 Certificates. The Series 2023 Certificates and the certificate of validation and certificate of authentication to be endorsed thereon shall be in either typewritten or printed form in substantially the following terms and form, with such variations, omissions, substitutions, and insertions as may be required in accordance with this Resolution to complete properly each of the Series 2023 Certificates and as may be approved by the officer or officers executing each Series 2023 Certificate by manual or facsimile signature, which approval shall be conclusively evidenced by such execution:



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[FORM OF SERIES 2023 CERTIFICATES]

Unless this Series 2023 Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Hospital Authority of Columbus, Georgia, or its agent for registration of transfer, exchange, or payment, and any Series 2023 Certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. R-

UNITED STATES OF AMERICA STATE OF GEORGIA

HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATE, SERIES 2023

Maturity Date:	1, 20
Interest Rate:	%
Principal Amount:	\$
Certificate Date:	[Date of Issuance and Delivery]
Registered Owner:	Cede & Co.

The Hospital Authority of Columbus, Georgia (the "Authority"), a public body corporate and politic, duly created and existing pursuant to the Hospital Authorities Law of Georgia, codified in the Official Code of Georgia (O.C.G.A.) §31-7-70 through § 31-7-96 (the "Hospital Authorities Law"), for value received hereby promises to pay or cause to be paid to the registered owner named above or its registered assigns, the principal amount specified above, solely from the special fund provided therefor as hereinafter set forth, on the maturity date specified above, and interest on such principal sum at the interest rate per annum specified above, payable on January 1 and July 1 of each year, commencing January 1, 2024 (each an "Interest Payment Date"), from the Certificate Date or from the most recent Interest Payment Date to which interest has been paid until payment is made of such principal sum in full.

The interest so payable on any Interest Payment Date will be paid to the person in whose name this Certificate is registered at the close of business on the 15th day of the calendar month preceding such Interest Payment Date (the "Record Date"); provided, however, that if and to the extent a default shall occur in the payment of interest due on said Interest Payment Date, such past due interest shall be paid to the persons in whose names outstanding Certificates are registered on a subsequent date of record established by notice given by mail by the Paying Agent to the holders of the Series 2023 Certificates not less than 30 days preceding such subsequent date of record. Both the principal of and interest on this Certificate are payable in any coin or currency of the



United States of America which at the time of payment is legal tender for the payment of public and private debts.

THE AUTHORITY HAS ESTABLISHED A BOOK ENTRY SYSTEM OF REGISTRATION FOR THIS CERTIFICATE. EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THE HEREINAFTER DEFINED RESOLUTION, CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, WILL BE THE REGISTERED OWNER AND WILL HOLD THIS CERTIFICATE ON BEHALF OF EACH BENEFICIAL OWNER HEREOF. BY ACCEPTANCE OF A CONFIRMATION OF PURCHASE, DELIVERY, OR TRANSFER, EACH BENEFICIAL OWNER OF THIS CERTIFICATE SHALL BE DEEMED TO HAVE AGREED TO SUCH ARRANGEMENT. CEDE & CO., AS REGISTERED OWNER OF THIS CERTIFICATE, WILL BE TREATED AS THE OWNER OF THIS CERTIFICATE FOR ALL PURPOSES.

This Certificate is one of a duly authorized series of certificates designated HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the "Series 2023 Certificates"), of like date and tenor, except as to numbers, maturities, interest rates, and redemption provisions, issued in the aggregate principal amount of \$18,865,000, to provide funds, together with other funds of the Authority, to refund and defease all outstanding HOSPITAL AUTHORITY OF COLUMBUS GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the "Series 2013 Certificates"), and pay the costs of issuance of the Series 2023 Certificates. This Certificate is issued pursuant to authority of and in accordance with the provisions of the Constitution of the State of Georgia, the Hospital Authorities Law, the Revenue Bond Law of Georgia, codified in O.C.G.A. § 36-82-60 through § 36-82-85, the general laws of the State of Georgia, and the laws of the State of Georgia relating to the Authority, and was duly authorized by a resolution adopted by the Authority on July 25, 2023 (the "Resolution").

The Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the "Series 2018 Certificates"), pursuant to a resolution adopted by the Authority on January 23, 2018 (the "2018 Resolution"). Payment of the Series 2018 Certificates is secured by the gross revenues of all the facilities of Authority (the "Health Care System") and certain payments which may be received pursuant the provisions of an intergovernmental contract dated as of March 1, 2013, as amended and supplemented by a First Amendment to Contract dated as of February 21, 2018, between the Authority and Columbus, Georgia ("Columbus").

The principal of and premium, if any, and the interest on the Series 2023 Certificates are payable solely from, and are secured by a first and prior pledge or lien on, the gross revenues of the Health Care System on a parity basis with the outstanding Series 2018 Certificates. Payment of the Series 2023 Certificates is further secured by certain payments which may be received pursuant the provisions of the intergovernmental contract dated as of March 1, 2013, as amended by a First Amendment to Contract dated as of February 21, 2018, and further amended and supplemented by a Second Amendment to Contract dated as of ______, 2023 (collectively, the "Contract"), between the Authority and Columbus. Pursuant to the Contract, Columbus, in consideration of the undertakings of the Authority to furnish certain care and facilities to the indigent elderly and disabled citizens of Columbus and otherwise to provide for certain public health and public welfare needs of Columbus, has agreed that should the gross revenues of the



Health Care System be insufficient to pay the principal of and premium, if any and interest on the Certificates as the same become due and payable, it will promptly pay to the Authority for the purpose of paying such principal and premium, if any and interest the amount of such insufficiency. Columbus has agreed in the Contract to levy such annual taxes on the taxable property located within Columbus to the extent required and with a limit of four mills within the seven mill limitation now prescribed by the Hospital Authorities Law. Columbus has agreed in the Contract that its obligations under any current contract for the provision of indigent care or any future contracts which it may hereafter enter into in accordance with the Hospital Authorities Law combined with its obligations to the Authority pursuant to the Contract, as the same is executed and delivered or as it may be hereafter amended, shall not exceed said seven mill limitation currently prescribed in the Hospital Authorities Law or such greater limitation as may be hereafter prescribed by law.

The Contract also provides that subordinate to its obligation to make payments sufficient for the Authority to pay the principal of and premium, if any and interest on the Certificates as the same become due and payable, Columbus shall make additional payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance, and repair of the Health Care System during the term of the Contract. The obligation Columbus to make such payments is subject to the four mill limitation provided for in the Contract and generally described in the immediately preceding paragraph of this Certificate.

Neither the members of the Authority nor any person executing this Certificate on behalf of the Authority shall be personally liable thereon by reason of the issuance thereof. The Series 2023 Certificates do not constitute a debt of Columbus or any municipal corporation or county in the State of Georgia, or of the State of Georgia or any political subdivision thereof, or any combination of subdivisions acting jointly as provided in the Hospital Authorities Law.

Under certain conditions as provided in the Resolution, the Authority may issue additional revenue anticipation certificates ("Parity Certificates") which, if issued in accordance with such provisions, will rank *pari passu* with the Series 2018 Certificates and the Series 2023 Certificates with respect to the pledge of and the charge or lien on the gross revenues of the Health Care System. Reference to the Resolution is hereby made for a complete description of the funds charged with and pledged to the payment of the principal of and interest on the Series 2018 Certificates, the Series 2023 Certificates, and any Parity Certificates (collectively, the "Certificates"), a complete description of the nature and extent of the security provided for the payment of the Certificates, a statement of the rights, duties, and obligations of the Authority, the rights of the owners of the Certificates, and the terms and conditions under which Parity Certificates may be issued, to all the provisions of which the owner hereof, by the acceptance of this Certificate, assents.

The Authority will not issue hereafter any other certificates or obligations of any kind or nature payable from or enjoying a charge or lien on the revenues of the Health Care System prior to the charge or lien herein created for the payment of the Series 2023 Certificates. Nothing contained herein or in the Resolution, however, shall restrict the issuance of additional certificates or obligations from time to time payable from the revenues of the Health Care System and secured by a charge or lien on such revenues junior and subordinate to the charge or lien created for payment of the Series 2023 Certificates.

- Page 99 -

The Sinking Fund, by the provisions of the Resolution, is pledged to and charged with the payment of the principal of and interest on the Certificates and any parity certificates hereafter issued.

The Resolution provides, *inter alia*, for prescribing, establishing, and revising rates and collecting fees and charges for the services and facilities furnished by the Health Care System, and made available to persons other than those certified to it by Columbus as indigent, sufficient in amount to provide funds to pay into a special fund, designated HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA SINKING FUND (the "Sinking Fund"), an amount sufficient, together with the investment income thereon, if any, to pay the principal of and the interest on the Certificates, as such principal and interest shall become due and be payable, and to pay the operating expenses of the Health Care System.

The Series 2023 Certificates are subject to extraordinary redemption under the terms and conditions set forth in the Resolution.

The person in whose name this Certificate is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered owner shall be valid and effectual to satisfy and discharge the liability upon this Certificate to the extent of the sum or sums so paid. This Certificate is registrable as transferred by the owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registrar, all subject to the terms and conditions of the Resolution.

To the extent permitted by the Resolution, modifications or alterations of the Resolution or of any resolution supplemental thereto, including any resolutions authorizing the issuance of Parity Certificates, may be made by the Authority. As provided in the Resolution, certain modifications or alterations of the provisions thereof or of any supplement thereto or of the Certificates may be made by the Authority with the consent of the owners of at least 55% in principal amount of the Certificates then outstanding without necessity for notation hereon or reference thereto.

This Certificate shall not be entitled to any benefit under the Resolution or be valid or become obligatory for any purpose until it shall have been authenticated by the execution by the Authentication Agent of the certificate of authentication hereon.

This Certificate is issued with the intent that the laws of the State of Georgia shall govern its construction, and, in case of default, the owner hereof shall be entitled to the remedies provided by the Resolution and by all applicable laws.

It is hereby recited and certified that all acts, conditions, and things required to exist, happen, or be performed precedent to and in the issuance of this Certificate do exist, have happened, and have been performed in due and legal time, form, and manner as required by law.

Docolution
- Page 100 -

IN WITNESS WHEREOF, the Hospital Authority of Columbus, Georgia has caused this Certificate to be executed by the manual or facsimile signature of its Chairman and its corporate seal to be hereunto impressed or reproduced and attested by the manual or facsimile signature of its Secretary, as of the day first above written.

HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA

(S E A L)

By: _____(FORM)

Chairman

Attest: (FORM)

Secretary

- Page 101 -

CERTIFICATE OF AUTHENTICATION

This Certificate is one of the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 described herein.

Date of Authentication: [Date of Issuance and Delivery]

U.S. Bank Trust Company, National Association, Atlanta, Georgia, as Authentication Agent

By: (FORM) Authorized Signatory

* * * * *

STATE OF GEORGIA)	
)	VALIDATION CERTIFICATE
MUSCOGEE COUNTY)	

I, the undersigned Clerk of Superior Court of Muscogee County, State of Georgia, keeper of the records and seal thereof, hereby certify that this Series 2023 Certificate was validated and confirmed by judgment of the Superior Court of Muscogee County, Georgia, on _____, 2023.

IN WITNESS WHEREOF, I hereunto have set my hand or caused my official signature and the seal of the Superior Court of Muscogee County, Georgia, to be reproduced hereon in facsimile.

(S E A L)

(FORM)

Clerk of Superior Court Muscogee County, Georgia

Dagalution
- Page 102 -

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto

Social Security Number or Other Identifying Number of Assignee:

Please print or type name and address (including postal zip code) of Assignee:

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints as Agent to transfer the within Certificate on

the books kept for registration thereof, with full power of substitution in the premises. (FORM)

Assignor

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or enlargement or any change whatever.

Date: _____, 20___

Signature Guaranteed:

(FORM)

NOTICE: Signature(s) must be guaranteed by a member firm of the STAMP, SEMP, or MSP signature guarantee medallion programs.

[END OF FORM OF SERIES 2023 CERTIFICATES]

[END OF ARTICLE II]

Decolution
- Page 103 -

ARTICLE III

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 301. [Reserved].

Section 302. [Reserved].

Section 303. <u>Extraordinary Redemption</u>. The Series 2023 Certificates are subject to extraordinary redemption prior to maturity, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date, if any of the following shall have occurred: (a) the Health Care System shall have been damaged or destroyed by fire or other casualty to such extent that, in the opinion of the Authority, (i) the Health Care System cannot be reasonably restored within a period of six consecutive months to substantially the condition thereof immediately preceding such damage or destruction or (ii) the Health Care System is unfit for use for a period of six consecutive months or (iii) the cost of reconstruction would exceed the total amount of net proceeds of insurance carried thereon by more than \$250,000; or (b) title to a substantial portion of the Health Care System shall have been taken under the exercise of the power of eminent domain by any governmental authority or person, firm, or corporation acting under governmental authority and such a failure of title or taking or takings result, in the opinion of the Authority, in the Health Care System being unfit for occupancy for a period of six consecutive months.

Section 304. Notice of Redemption. Notice of any extraordinary redemption of Series 2023 Certificates pursuant to this Article shall be given by the Authority to the Registrar and Paying Agent at least 35 days prior to the date fixed for redemption and notice of any redemption of Series 2023 Certificates pursuant to this Article shall be given by the Registrar and Paying Agent one time not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Holders of each of the Series 2023 Certificates being called for redemption by first class or registered or certified mail as the Paying Agent shall determine is necessary at the address shown on the register of the Registrar as of 45 days prior to the date fixed for redemption. Said notice may be a conditional notice under such terms as specified in the notice and shall contain the complete official name of the Series 2023 Certificates, CUSIP number, certificate numbers, amounts called of each certificate (for partial calls), redemption date, redemption price, the Paying Agent's name and address (with contact person and phone number), date of issue of the Series 2023 Certificates, interest rate, and maturity date. Said notice shall also be given by certified mail, return receipt requested, or by electronic means, not less than 30 days nor more than 60 days prior to the date fixed for redemption, to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System or as may be required by applicable law or regulation at the time of giving such notice; provided, however, failure to give such notice shall not affect the validity of the proceedings for redemption. No transfer or exchange of any Series 2023 Certificates so called for redemption shall be allowed. In the event any Holder of any Series 2023 Certificate being redeemed pursuant to the provisions of this Article shall fail to present for redemption any such Series 2023 Certificate within 60 days after the date fixed for redemption, a second notice of the redemption of such Certificate shall be given to said owner at the address of said owner as shown on the register of the Registrar within ninety days after the date fixed for redemption. The

- Page 104 -

failure of the Paying Agent to give such notice shall not affect the validity of the proceedings for the redemption of any Series 2023 Certificate as to which no such failure occurred. Any notice mailed or delivered as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice.

Section 305. <u>Effect of Redemption Call</u>. Notice having been given in the manner and under the conditions prescribed herein, and money for the payment of the redemption price being held by the Paying Agent, all as provided in this Resolution, the Certificates or the portion thereof so called for redemption shall become and be due and payable on the redemption date designated in such notice at the redemption price provided for redemption of such Certificates on such date. Interest on the Certificates or the portion thereof so called for redemption shall cease to accrue from and after the date fixed for redemption unless there shall be a failure to make payment of the redemption price thereof upon presentation and surrender thereof. Such Certificates shall cease to be entitled to any lien, benefit or security under this Resolution and the Owners of such Certificates shall have no rights in respect thereof so called shall not be considered to be outstanding. Upon surrender of such Certificate paid or redeemed in part only, the Authority shall execute and the Registrar shall deliver to the Owner thereof, at the expense of the Authority, a new Certificate or Certificates of the same type, of authorized denominations in the aggregate principal amount equal to the unpaid or unredeemed portion of the Certificate.

Section 306. <u>Redemption of Parity Certificates</u>. Parity Certificates may be made subject to redemption, either mandatorily or at the option of the Authority, prior to maturity at the times and upon such terms and conditions as may be prescribed in the respective resolutions of the Authority supplemental to this Resolution relating to such Parity Certificates. If Parity Certificates are issued hereafter, such Parity Certificates of any such future issue or issues may be redeemed in whole or in part before the maturity of any other series of Certificates, subject to the Sinking Fund requirements herein prescribed and subject to the call provisions of such future issue of Parity Certificates.

Section 307. <u>Purchase of Certificates in Market</u>. Nothing herein contained shall be construed to limit the right of the Authority to purchase Certificates in the open market, at a price not exceeding the then applicable redemption price of the Certificates to be acquired, or at a price not exceeding par and accrued interest for Certificates not then subject to redemption, from funds in the Sinking Fund, subject to the Sinking Fund requirements herein prescribed or from any money which may be available for such purpose. Any such Certificates so purchased shall not be reissued and shall be cancelled.

[END OF ARTICLE III]



ARTICLE IV

APPLICATION OF PROCEEDS; REFUNDING PROVISIONS

Section 401. <u>Application of Proceeds</u>. Concurrently with the delivery of the Series 2023 Certificates to the initial purchaser or purchasers thereof, the Authority shall apply the proceeds derived from the sale of the Series 2023 Certificates in the following manner:

(a) There shall be irrevocably deposited with the Escrow Agent, in the Refunding Escrow Fund pursuant to the Refunding Escrow Agreement, money and certain Government Obligations (more particularly described in the Refunding Escrow Agreement) purchased with the proceeds of the Series 2023 Certificates, which will provide money, together with the remaining money (if any) deposited in the Refunding Escrow Fund, which is sufficient to pay in full the outstanding principal of and accrued interest on the Series 2013 Certificates on November 22, 2023 and to pay all other fees and expenses due or which become due attributable to the Series 2013 Certificates.

(b) A portion of the proceeds shall be used to pay all Costs of Issuance at closing directly to those persons who shall be entitled to the same, or an amount sufficient to pay all or a portion of the same may be deposited in (i) a Costs of Issuance Account, from which the Costs of Issuance shall be disbursed in accordance with Section 402 hereof to those persons who shall be entitled to the same. After all costs and expenses of issuance have been paid, any amount remaining in a Costs of Issuance Account shall be deposited by the Authority to the Sinking Fund.

Section 402. <u>Costs of Issuance Account</u>. A special account is hereby authorized to be created and established, in the discretion of the Authority, with a custodian to be designated by the Authority, prior to the issuance and delivery of each series of Certificates, said account to be designated the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA COSTS OF ISSUANCE ACCOUNT, SERIES 2023 (the "Costs of Issuance Account").

(a) If created, said account shall be held separate and apart from all other deposits or funds of the Authority and money, if any, deposited into a Costs of Issuance Account upon the issuance of a series of Certificates shall be disbursed to pay, or reimburse the Authority for, all or a portion of the Costs of Issuance of a series of Certificates.

(b) Disbursements from the Costs of Issuance Account shall not require a requisition, but shall require an invoice for such payment. The Authority shall keep and maintain adequate records pertaining to the Costs of Issuance Account and all disbursements therefrom.

(c) Money on deposit in a Costs of Issuance Account may be invested, pending disbursement or use, in accordance with Section 606(a).

Dagalution
- Page 106 -

Section 403. <u>Refunding of Series 2013 Certificates</u>. The Series 2013 Certificates shall be paid, redeemed, and defeased through provision for their payment and redemption, as provided in Section 401(a). In order to provide for the payment from proceeds of the Series 2023 Certificates of the amounts required to currently refund and redeem the Series 2013 Certificates on November 22, 2023 (the "**Redemption Date**"), the Authority will cause to be prepared a Refunding Escrow Agreement, to be dated as of the date of the issuance of the Series 2023 Certificates, between the Authority and the Escrow Agent, providing for the irrevocable deposit into the Refunding Escrow Fund created under the Refunding Escrow Agreement of money and certain Government Obligations having such maturities and bearing such interest as will be sufficient for the redemption of the Series 2013 Certificates in full on the Redemption Date and sufficient to pay all other fees and expenses due or which become due attributable to the Series 2013 Certificates. The Authority shall give notice of the provision for payment and provide a redemption notice to U.S. Bank Trust Company, National Association, as Registrar and Paying Agent for the Series 2013 Certificates in accordance with the 2013 Resolution.

Section 404. <u>Incorporation of Resolution</u>. The applicable and necessary portions of the 2013 Resolution pertaining to the payment, redemption, and defeasance of the Series 2013 Certificates issued thereunder and the replacement of lost, destroyed or mutilated certificates are incorporated herein by this reference thereto.

Section 405. <u>Termination of Rights</u>. Upon the irrevocable deposit with the Escrow Agent of money sufficient for the purposes described in Section 401(a), the Series 2013 Certificates shall be deemed to have been paid and no longer outstanding, with the effect that the lien of the Series 2013 Certificates on the Gross Revenues of the Health Care System shall cease and be discharged. The rights granted to the owners of the Series 2013 Certificates under the 2013 Resolution, except for the provisions thereof pertaining to the registration and exchange of the Series 2013 Certificates issued thereunder and the replacement of lost, destroyed or mutilated Series 2013 Certificates, and except as specifically reserved in this Article IV, shall have ceased, been terminated, and become void.

Section 406. <u>Excess Money</u>. After the outstanding Series 2013 Certificates have been paid in full, and all Costs of Issuance have been paid, any unspent proceeds of the Series 2023 Certificates shall be deposited into the Sinking Fund.

[END OF ARTICLE IV]

- Page 107 -

ARTICLE V

THE CONTRACT; REVENUES AND FUNDS; PARITY CERTIFICATES; DEFEASANCE

Section 501. <u>The Contract</u>.

(a) Prior to or concurrently with the issuance of the Series 2023 Certificates, the Authority shall enter into the Second Amendment to Contract with Columbus, pertaining, in part, to the issuance and delivery of the Series 2023 Certificates. Under the terms of the Contract, if the Gross Revenues of the Health Care System are insufficient to pay the Debt Service on the Certificates as the same becomes due and payable, Columbus will pay to the Authority or for the account of the Authority in a timely manner for the purpose of paying such Debt Service the amount of such insufficiency. The Contract also provides that Columbus will pay to the Authority from time to time the amount of any deficiency experienced by the Authority in meeting the cost of operating, maintaining, and repairing the Health Care System from all other revenues thereof. The payment obligations of Columbus are limited to the amount which can be raised annually from the four (4) mill levy more specifically described in the Contract.

(b) Any payments received by the Authority from Columbus pursuant to the Contract for payment of Debt Service on the Certificates shall be deposited immediately upon receipt into the Sinking Fund, to be held in trust for the purpose of paying the Debt Service on the Certificates. Any payments made by Columbus pursuant to the Contract to defray the cost of operating, maintaining, and repairing the Health Care System shall be deposited in the Revenue Fund and then applied to such purposes or they may be directly applied to such purposes.

(c) The aforesaid payments from Columbus to assure timely payment of the Debt Service on the Certificates shall be and hereby are made subject to a first and paramount lien thereon for the purpose of paying such Debt Service and said payments shall be subject to the lien and pledge hereby created without the physical delivery thereof or any further action by the Authority, and the lien of this pledge shall be valid and binding against the Authority and against all Persons having claims of any kind against said Authority whether such claims arise out of tort, contract or otherwise and irrespective of whether such Persons have notice thereof.

Section 502. Funds and Accounts.

(a) *Revenue Fund.* The Authority has heretofore created a special fund designated HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE FUND (the "**Revenue Fund**"). The Authority will maintain the Revenue Fund separate and apart from other funds of the Authority so long as any Certificates are outstanding and unpaid or until provision shall have been duly made for the payment thereof, and will continue to deposit the Gross Revenues of the Health Care System into the Revenue Fund, promptly as received, and such revenue will be disbursed in the manner and order set forth in this Article V. The Authority is authorized to establish within the Revenue Fund such subaccounts as may be necessary to properly account for the revenues from the Health Care System.

Dagalution
- Page 108 -

(b) Sinking Fund. The Authority has heretofore created a special fund designated the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA SINKING FUND (the "Sinking Fund"). The Authority is authorized to establish separate subaccounts for the Series 2023 Certificates and any Parity Certificates within the Sinking Fund as may be necessary to properly account for the repayment of the Certificates. The Authority will maintain the Sinking Fund for so long as Certificates are outstanding and unpaid as a trust account with the Sinking Fund Custodian, separate and apart from other funds of the Authority, to be used exclusively for paying Debt Service on the Certificates.

The Authority will make the monthly payments to the Sinking Fund hereinafter prescribed in this Section until sufficient funds are on hand to pay the Debt Service Requirement, or until provision for the payment of the Certificates shall have been made in accordance with the provisions of this Resolution and, if, in any month, for any reason, the Authority shall fail to pay all or any part of the money it has herein agreed to pay into the Sinking Fund, the amount of any such deficiency will be added to and will become a part of the amount due and payable into the Sinking Fund in the next succeeding month, and if, on the date of delivery of a series of Certificates, any of the Sinking Fund payments provided for herein shall be due and shall have not been made, such payments shall be made to the Sinking Fund concurrently with such delivery.

(c) *Reserve Fund*. The Authority has established and will hereafter maintain a special fund designated the DEBT SERVICE RESERVE FUND (the "**Debt Service Reserve Fund**"), as required by Section 2(e) of the Second Amendment to Contract, for the purpose of paying, and may be used at any time to pay, the Debt Service on Certificates coming due as to which there otherwise would be a default.

(d) *Capital Improvement Fund.* There is hereby created a special fund designated HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA CAPITAL IMPROVEMENT FUND (the "**Capital Improvement Fund**"). The Authority will maintain the Capital Improvement Fund for so long as Certificates are outstanding and unpaid, and thereafter at the discretion of the Authority, as a trust account with the Capital Improvement Fund Custodian, separate and apart from other funds of the Authority. Money in said fund may be used for the following purposes and no others:

(i) anything herein to the contrary notwithstanding, first to pay Debt Service on the Certificates when money for such purpose is not otherwise available in the Sinking Fund;

(ii) to pay any unforeseen expenses of operating, maintaining, and repairing the Health Care System (including the payment of claims);

(iii) to pay the cost of adding to, extending, improving, replacing, and renovating the Health Care System; and

(iv) for any other lawful corporate purpose of the Authority.

Decolution	
- Page 109 -	

Section 503. <u>Flow of Funds</u>. The Gross Revenues of the Health Care System shall be disbursed from the Revenue Fund in the following order:

(a) First, there will be paid from the Revenue Fund into the Sinking Fund, on or before the 2nd day of each month, for the purpose of paying the annual Debt Service Requirement on the Certificates coming due in the current Sinking Fund Year, the following amounts:

(i) beginning with the month of delivery of a series of Certificates and continuing from month to month thereafter until the first Interest Payment Date for such series, the monthly pro rata amount of interest coming due on the first Interest Payment Date for such series, deducting, however, the amount of capitalized interest, if any, received from the sale of such series and allocable to the payment of interest on the Certificates due on the next Interest Payment Date;

(ii) beginning with the month of the first Interest Payment Date for a series of Certificates and from month to month thereafter, an amount equal to one-sixth (1/6) of the interest coming due on such series of Certificates on each Interest Payment Date thereafter, deducting, however, the amount of capitalized interest, if any, received from the sale of such series and allocable to the payment of interest on the Certificates due on the next Interest Payment Date;

(iii) beginning with the month following the month in which a series of Certificates is issued and delivered, and continuing from month to month thereafter, an amount equal to one-twelfth (1/12) of the principal of such series of Certificates coming due (whether by maturity, scheduled mandatory redemption, or otherwise) on the next succeeding Principal Payment Date.

Funds on deposit in the Sinking Fund in excess of the amount required to make the above described installments shall be credited against the monthly installments next payable to the Sinking Fund until said excess funds are depleted.

All cash and investments deposited to the Sinking Fund for payment of Debt Service will be spent within 13 months from the date of such deposit. On July 2 in each year, the Authority shall direct that any cash and investments in the Sinking Fund which have not been so spent shall be transferred to the Revenue Fund prior to deposit into the Sinking Fund of the amounts required to be deposited therein for the month of July in such year.

(b) If the amount on deposit in the Debt Service Reserve Fund is less than the Debt Service Reserve Requirement, there will next be paid from the Revenue Fund into the Debt Service Reserve Fund, on or before the 2nd day of each month, for the purpose of maintaining a reserve equal to the amount described in Section 2(e) of the Second Amendment to Contract in substantially equal monthly payments as shall be sufficient to equal or restore the amount required by Section 2(e) of the Second Amendment to Contract within 12 months; provided that no payments shall be required to be made into the Debt Service Reserve Fund whenever and as long as the amount of money and/or a Debt Service Reserve Credit Instrument approved by Columbus and deposited therein equals the Debt Service Reserve Requirement.



Upon the issuance of Parity Certificates, the Authority with the consent of Columbus may fund any additional Debt Service Reserve Requirement thereby incurred (i) with proceeds from the sale of such Parity Certificates, (ii) by making equal monthly installments to the Debt Service Reserve Fund over a period no longer than five years from the date of issuance of such Parity Certificates, (iii) with the deposit of a Debt Service Reserve Credit Instrument to the Debt Service Reserve Fund, or (iv) any combination of the procedures described in (i) through (iii). Specific requirements with respect to funding any additional Debt Service Reserve Requirement may be provided in the contract or amendment to contract between Columbus and the Authority relating to such Parity Certificates.

Any Debt Service Reserve Credit Instrument approved by Columbus and deposited in the Debt Service Reserve Account must (i) have a credit rating issued by a Rating Agency upon issuance not less than the current rating on the Certificates, (ii) have a term not less than the final maturity date of the applicable series of Certificates (or may be drawn upon in full upon its expiration or termination date in the event it expires or terminates for any reason prior to the final maturity of the applicable series of Certificates if a substitute Debt Service Reserve Credit Instrument is not in place prior to its expiration or termination date), and (iii) be given to secure, and be payable on any Interest Payment Date in an amount equal to, any portion of the balance then required to be maintained within the Debt Service Reserve Account. Before any such Debt Service Reserve Credit Instrument is substituted for cash or deposited in lieu of cash in the Debt Service Reserve Account, there shall be filed with the Sinking Fund Custodian (A) an opinion of Bond Counsel to the effect that such substitution or deposit will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Outstanding Certificate; (B) a certificate evidencing that at least 30 days prior notice of the proposed substitution or deposit of such Debt Service Reserve Credit Instrument was given to each Rating Agency, including a description of such Debt Service Reserve Credit Instrument and the proposed date of substitution or deposit; and (C) the Debt Service Reserve Credit Instrument, together with an opinion of counsel to the issuer of the Debt Service Reserve Credit Instrument to the effect that the Debt Service Reserve Credit Instrument is valid and enforceable in accordance with its terms. Notwithstanding anything to the contrary contained in this Resolution, this Resolution may be amended without notice to or the consent of the owners of the Certificates to provide for any additional provisions required by the issuer(s) of such Debt Service Reserve Credit Instrument; provided, however, that there shall be first delivered an opinion of Bond Counsel to the effect that such additional provisions are not materially adverse to the rights or security of the owners of the Certificates provided by this Resolution.

To the extent the Authority causes to be deposited into the Debt Service Reserve Fund a Debt Service Reserve Credit Instrument, such Debt Service Reserve Credit Instrument shall be payable (upon the giving of notice as required thereunder) on any Interest or Principal Payment Date on which a deficiency exists; provided, that prior to drawing on such Debt Service Reserve Credit Instrument, the Authority shall first satisfy any such deficiency from any money in the Debt Service Reserve Credit Instrument, the Authority shall be obligated to reinstate the maximum limits of such Debt Service Reserve Credit Instrument, the Authority shall be obligated to reinstate the maximum limits of such Debt Service Reserve Credit Instrument from the first money in the Revenue Fund thereafter available and not required to be used to make the monthly payments to the Sinking Fund. If there is a draw on any Debt Service Reserve Credit Instrument, (A) the Authority shall make, on a pro rata basis, all payments to issuers of any Debt Service Reserve Credit Instrument as a repayment of such draw

- Page 111 -

(if there is more than one Debt Service Reserve Credit Instrument issuer, such payments shall be made on a pro rata basis to each Debt Service Reserve Credit Instrument issuer based upon the amount drawn and not reimbursed under each Debt Service Reserve Credit Instrument), and (B) upon making full repayment to all issuers of Debt Service Reserve Credit Instruments, the Authority thereafter shall make payments into the Debt Service Reserve Fund, to the extent that the then required balance of the Debt Service Reserve Fund exceeds the aggregate of the amount available to be drawn on all Debt Service Reserve Credit Instruments, and any money then on deposit in the Debt Service Reserve Fund. If money is taken from the Debt Service Reserve Fund for the payment of Debt Service on the Certificates, the money so taken shall be replaced in the Debt Service Reserve Fund from the first money in the Revenue Fund thereafter available and not required to be used to make the monthly payments to the Sinking Fund or to reinstate the maximum limits of the Debt Service Reserve Credit Instrument so that such money, together with the Debt Service Reserve Credit Instrument, shall equal the Debt Service Reserve Requirement.

At any time when the balance in the Debt Service Reserve Fund, including any amounts available under a Debt Service Reserve Credit Instrument, is less than the Debt Service Reserve Requirement, all interest income derived from investment of funds in the Debt Service Reserve Fund shall be retained in the Debt Service Reserve Fund until the balance in said account equals the Debt Service Reserve Requirement. Otherwise, said interest income shall be transferred to the Sinking Fund upon receipt thereof and credited against the next succeeding monthly payment to be made into the Sinking Fund with respect to Debt Service on the Certificates.

(c) Next, the Operating Expenses will be paid from the Revenue Fund.

(d) After there have been paid from the Revenue Fund the sums required or permitted to be paid pursuant to the provisions of paragraphs (a), (b), and (c) above, there shall next be paid from the Revenue Fund such payments as may be required to pay the principal of and interest on junior lien obligations and any other obligations the debt service on which is paid from revenues of the Health Care System.

(e) After fulfilling all the requirements set out in the foregoing provisions of paragraphs (a), (b), if applicable, (c), and (d) of this Section, and after retaining in the Revenue Fund an amount of money estimated to be sufficient to pay the anticipated Operating Expenses in the next succeeding month, the Authority shall transfer, on a monthly basis, any balance remaining in the Revenue Fund into the Capital Improvement Fund.

At such time as all outstanding Certificates are paid or deemed paid in full, the Authority in its discretion may discontinue use of the Capital Improvement Fund, in which event such funds as from time to time shall remain in the Revenue Fund after the payment of all amounts hereinabove required to be paid may be withdrawn from the Revenue Fund and used by the Authority for any lawful purpose; provided, however, that due provision has been made for reasonable working capital and that the payments required to be made into the Sinking Fund have been made.

Section 504. <u>Gross Revenues Pledged to Certificates</u>. The Authority will hold the Gross Revenues in trust under the terms and conditions hereof, and, to the extent herein provided, all such funds hereby are pledged to secure the payment of the amounts herein agreed to be paid

- Page 112 -

for the payment of Debt Service on the Certificates, and the Authority hereby pledges such revenue to secure the payment of such amounts. The revenues so pledged shall be immediately subject to the charge or lien of this pledge without any physical delivery thereof or other act, and the charge or lien of this pledge shall be valid and binding against the Authority and against all parties having claims of any kind against the Authority whether such claims shall have arisen from a tort, contract, or otherwise and irrespective of whether such parties have notice of such pledge.

Section 505. <u>Method of Transfer from the Revenue Fund</u>. All transfers from the Revenue Fund, and all payments from the Revenue Fund, shall be made by checks or other instruments or by wire transfers authorized by an officer of the Authority duly authorized for such purpose.

Section 506. <u>Additional Deposits to Sinking Fund</u>. Nothing contained herein shall be construed to prohibit the Authority, at its option, from making additional deposits or payments into the Sinking Fund from any funds which may be made available for such purpose.

Section 507. Disbursements from Sinking Fund.

(a) Subject to the terms and conditions set forth in this Resolution, money in the Sinking Fund shall be disbursed for:

(i) the payment of the interest on Certificates as such interest becomes due and payable;

(ii) the payment of the principal of Certificates as the same becomes due and payable, either at maturity or by proceedings for scheduled mandatory redemption;

(iii) the redemption of Certificates before maturity at the price and under the conditions provided therefor in Article III hereof; and

(iv) the purchase in the open market, at prices not to exceed the then applicable redemption price or par plus accrued interest on Certificates not then subject to redemption.

(b) (i) During such time as the Paying Agent for a series of Certificates is a bank or trust company, on or prior to each Interest Payment Date, the Authority shall pay or cause to be paid to the Paying Agent, from money on deposit in the Sinking Fund, such sums as are required to pay the Debt Service Requirement coming due on the Certificates on such date.

(ii) During such time as the Secretary or Assistant Secretary is the Paying Agent for a series of Certificates, not less than one business day prior to each Interest Payment Date, the Secretary or Assistant Secretary, as Paying Agent, shall ascertain whether amounts sufficient to make the principal and/or interest payment due on such Interest Payment Date are on deposit in the Sinking Fund, and, if so, shall make appropriate arrangements with the Sinking Fund Custodian for the transfer of such sufficient amount to the Secretary or Assistant Secretary of the Authority, as Paying Agent, in order to effect timely payment of said series of Certificates on such Interest Payment Date in accordance with the terms thereof.

- Page 113 -

Section 508. <u>Priority of Certificates Preserved</u>. The Authority will not issue hereafter any other certificates or obligations of any kind or nature payable from or enjoying a charge or lien on the Gross Revenues prior to the charge or lien herein created for the payment of the Certificates. Nothing contained herein, however, shall restrict the issuance of additional certificates or obligations from time to time payable from the revenues of the Health Care System and secured by a charge or lien on such revenues junior and subordinate to the charge or lien herein created.

Section 509. <u>Parity Certificates</u>. Parity Certificates may be issued from time to time payable from the Sinking Fund and ranking as to lien on the Gross Revenues of the Health Care System *pari passu* with the Certificates then outstanding, provided all the following conditions are met:

(a) The Authority shall pass proper proceedings authorizing the issuance of such Parity Certificates, which proceedings shall provide, among other provisions, for the date, the rate or rates of interest, maturity dates, and redemption provisions of such Parity Certificates, and the interest on such Parity Certificates, if fixed, shall fall due on January 1 and July 1 of each year, and the principal of such Parity Certificates shall mature in installments on July 1 (but not necessarily in each year, or in equal installments), and provided further, that any such proceeding or proceedings shall restate and reaffirm by reference all of the applicable terms, conditions, and provisions of this Resolution. Any such proceeding or proceedings shall require an increase in the monthly payments then being made into the Sinking Fund to the extent necessary to pay the Debt Service on all Certificates then outstanding and on the Parity Certificates proposed to be issued.

(b) Columbus shall have entered into an amendatory contract with the Authority reaffirming all applicable provisions of the Contract, making all such provisions fully applicable to the Parity Certificates proposed to be issued, and enlarging and extending the payments to be made by Columbus to the Authority for deposit to the Sinking Fund to the extent necessary to pay the Debt Service on all Outstanding Certificates and on the Parity Certificates then proposed to be issued as the same mature.

A maximum millage of four mills based upon the taxable value of property within (c) the territorial limits of Columbus subject to taxation for such purposes as shown in the latest tax digest, shall be capable of producing funds in an amount at least equal to 1.20 times the maximum combined amount, for any succeeding Sinking Fund Year, of principal and interest coming due on (i) Certificates then outstanding and the Parity Certificates then proposed to be issued and (ii) any other obligations then outstanding and any other obligations then proposed to be issued, the debt service on which Columbus has agreed to provide for through the levy of ad valorem taxes pursuant to the Hospital Authorities Law; provided, however, that with respect to any such Certificates or other obligations for which a sinking fund is established or for which scheduled mandatory redemption is required, the amount of principal coming due in any Sinking Fund Year shall be determined by reference to the amounts required to be deposited in such year in the sinking fund established therefor or the principal amount of such Certificates or other obligations to be retired by scheduled mandatory redemption in such year and not be reference to the aggregate principal amount of such Certificates or other obligations due on such dates; and provided, further, that with respect to Variable Rate Certificates, the amount of interest coming due in any Sinking Fund Year shall be calculated at a rate equal to the highest rate which could be borne by such Certificates.



(d) An independent certified public accountant (or firm thereof) shall issue its report to the Authority that as of a date not more than 90 days prior to the adoption of proceedings authorizing the issuance of Parity Certificates (i) the payments covenanted to be made into the Sinking Fund, as the same may have been enlarged in any proceeding theretofore taken authorizing the issuance of Parity Certificates, are being timely made in the full amounts required, (ii) the Sinking Fund is at its proper balance, and (iii) based upon an affidavit from the Tax Commissioner of Muscogee County as to the taxable value of property located within the territorial limits of Muscogee County, the requirements set forth in subparagraph (c) above have been met.

(e) The proceeds of any Parity Certificates authorized to be issued must be used only for the purpose of adding to, extending, and improving the Health Care System and its related properties (including, but not limited to, the acquisition, construction, and equipping of such building or buildings and structures and appurtenances pertaining thereto as may be deemed necessary to afford more adequate, useful, and convenient facilities for the proper control and administration of the functions of the Health Care System) and/or to redeem or refund any one or more series of Certificates previously issued under this Resolution, or other obligations relating to the Health Care System, and paying the usual and necessary expenses incurred and to be incurred incident to accomplishing any of the foregoing, including, without limitation, the costs of lands, rights-of-way, contract rights, franchises, and easements.

The Authority shall adopt proper proceedings reciting that all of the above (f) requirements have been met, shall authorize the issuance of the Parity Certificates, shall provide in such proceedings that such Parity Certificates shall be secured under and pursuant to this Resolution, and shall provide in such proceedings, among other things, the date, rate or rates of interest, maturity dates, redemption provisions, and registration provisions for such Parity Certificates. Any such Parity Certificates may be issued under or pursuant to a trust indenture and, in such event, the proceedings authorizing the issuance of such Certificates shall make appropriate provisions for the transfer of money on deposit in the Sinking Fund to the trustee in sufficient time for the payment of debt service on such Parity Certificates, and shall provide in such proceedings, among other things, the date, rate or rates of interest, maturity dates, redemption provisions, and registration provisions for such Parity Certificates, but nothing contained herein shall require any of the funds to be held by such trustee. The proceedings for such Parity Certificates may contain additional covenants with respect to the maintenance and operation of the Health Care System and additional restrictions on the issuance of Parity Certificates, which covenants and restrictions shall, so long as, but only so long as, such Parity Certificates remain outstanding, be for the benefit of any other Certificates secured by this Resolution. In the event Parity Certificates are secured hereunder and issued pursuant to a trust indenture, the trustee thereunder shall for purposes of this Resolution, in accordance with the provisions of such trust indenture, exercise the rights and remedies of the owners of such Parity Certificates. Subject to the provisions of Article III, it shall not be necessary that the interest and principal and payment dates or redemption provisions for such Parity Certificates correspond with the provisions of any other Certificates. Any credit or liquidity facility related to any Parity Certificates may secure only such Parity Certificates and not any other Certificates issued hereunder. Any such proceeding or proceedings shall ratify and reaffirm, by reference, all of the applicable terms, conditions, and provisions of this Resolution.

(g) Any proposed Variable Rate Certificates shall specify a maximum interest rate, and if any such Variable Rate Certificates so issued provide for the mandatory redemption or purchase

- Page 115 -

of such Variable Rate Certificates at the option of the owner thereof, a credit or liquidity facility shall be provided at or prior to the issuance of such Variable Rate Certificates to support the requirement for any such mandatory redemption or purchase. The failure of any such credit or liquidity facility to purchase any such Variable Rate Certificates may be a default under this Resolution, but may not cause an acceleration of such Variable Rate Certificates issued pursuant to this Resolution.

(h) Such Parity Certificates and all proceedings relative thereto and the security therefor shall be validated as prescribed by law.

Section 510. <u>Defeasance</u>.

(a) Certificates shall be deemed to have been paid in full and the lien of this Resolution shall be discharged as to such Certificates,

(i) after there shall have been deposited in an irrevocable trust fund created for that purpose,

(A) sufficient money, and/or

(B) Government Obligations which shall not contain provisions permitting the redemption thereof prior to their stated maturity,

the principal of and the interest on which money and/or Government Obligations when due, will be sufficient, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon (said earnings to be held in trust also), for the payment of the principal of and premium, if any, on such Certificates, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein or in the resolution authorizing such series of Certificates);

(ii) after there shall have been paid, or satisfactory provision shall have been made for payment, to the Registrar and Paying Agent all fees and expenses due or to become due in connection with the payment of such Certificates or there shall be sufficient money deposited with the Registrar and Paying Agent to make said payments; and

(iii) unless all Certificates being defeased pursuant to this Section 510 are to mature or be redeemed within the next 60 days, the Authority shall have given the Registrar and Paying Agent irrevocable instructions to give notice, as soon as practicable, to the Owners of such Certificates, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 510 has been made and that such Certificates are deemed to have been paid in accordance with this Section 510.

(b) In addition to the foregoing provisions of this Section 510, the lien of this Resolution as to all Certificates which are being defeased shall only be discharged pursuant to this Section 510 if the Authority delivers an opinion of Bond Counsel providing that all conditions precedent to the discharge of the lien of this Resolution pursuant to this Section 510 have been

Decolution
- Page 116 -

satisfied and such deposit and discharge will not adversely affect the exclusion of the interest on such Certificates from federal income taxation.

(c) It is contemplated that any Certificates issued and secured pursuant to this Resolution may be paid, or deemed to be paid in full as aforesaid, and any other Certificates not paid, or not deemed to be paid in full as aforesaid, shall remain Outstanding hereunder. Upon payment in full of any Certificates as provided in this Section 510, the Owners of such Certificates shall no longer be entitled to the benefits of the security afforded by this Resolution and, except for the purposes of registration, exchange, and transfer, shall no longer be deemed outstanding hereunder.

[END OF ARTICLE V]

- Page 117 -

ARTICLE VI

DEPOSITORIES OF FUNDS; SECURITY FOR DEPOSITS; AUTHORIZED INVESTMENTS

Section 601. <u>Designation of Registrar, Paying Agent, and Authentication Agent;</u> <u>Designation of Depositories and Custodians</u>.

(a) U.S. Bank Trust Company, National Association, in the City of Atlanta, Georgia, is hereby designated as Registrar, Paying Agent, and Authentication Agent for the Series 2023 Certificates and as the Sinking Fund Custodian for the Series 2023 Certificates.

(b) Truist Bank, in the City of Columbus, Georgia, is hereby designated as the Capital Improvement Fund Custodian, and the Revenue Fund Custodian.

(c) The Authority, from time to time, may designate, by supplemental resolution, a successor Paying Agent and Registrar, and may appoint a depository or successor depository for or custodian of any fund or account described herein; provided such depository or successor agrees to comply with the relevant provisions of this Resolution.

Section 602. Bank or Trust Company as Registrar and Paying Agent.

(a) During such time as the Registrar and Paying Agent is a bank or trust company, any presentation and surrender of Certificates to the Registrar or Paying Agent as required herein shall be to the principal corporate office of said bank or trust company.

(b) During such time as the Registrar and Paying Agent is a bank or trust company, any corporation into which the Registrar an Paying Agent may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion, or consolidation to which the Registrar and Paying Agent shall be a party, or any corporation to which substantially all the corporate trust business of the Registrar and Paying Agent may be transferred, subject to the terms of this Resolution, shall be Registrar and Paying Agent under this Resolution without further act.

Section 603. Funds Constitute Trust Funds.

(a) Except as otherwise provided in this Resolution, all money received by the Authority under the terms hereof, subject to the giving of security as hereinafter provided, shall be deposited with the proper depository or custodian in the name of the Authority. All money deposited under the provisions hereof shall constitute trust funds and shall be deposited in banks insured by the Federal Deposit Insurance Corporation, or any successor thereto, and such money shall be applied in accordance with the terms and for the purposes set forth in this Resolution and shall not be subject to lien or attachment or any type of security interest by any creditor of the Authority.

(b) If the Sinking Fund Custodian and the Paying Agent for all Outstanding Certificates is the same bank acting in both capacities, then the Sinking Fund Custodian, without any further direction on the part of or any further authorization from the Authority, shall use and disburse the

- Page 118 -

money in the Sinking Fund as provided in this Resolution; except that, if, as provided under Article III of this Resolution, it redeems or buys any Certificates with money in the Sinking Fund, then proper authorization and direction from the Authority shall be furnished for such use and disbursement.

Section 604. <u>Security for Deposits</u>. No money belonging to any of the funds created hereunder shall be deposited or remain on deposit and uninvested with any depository or custodian in an amount in excess of the amount guaranteed by the Federal Deposit Insurance Corporation, or any successor thereto, unless such institution shall have pledged for the benefit of the Authority and the Owners of the Certificates as collateral security for the money deposited direct obligations of, or obligations the principal and interest of which are unconditionally guaranteed by, the United States of America, or other marketable securities eligible as security for the deposit of public trust funds under regulations of the Board of Governors of the Federal Reserve System and under applicable State law and having a market value (exclusive of accrued interest) at least equal to the amount of such deposits and having a face or par value at least equal to the amount prescribed by applicable State law.

Section 605. <u>Investment of Funds</u>.

(a) Any investments authorized herein shall be held in the respective fund until paid at maturity, redeemed, or sold, and the proceeds thereof, including interest, principal, and premium, if any, shall be immediately deposited to the credit of such fund. When a fixed amount is required to be maintained in any fund, the investments for such fund shall be valued in terms of current market value as of the last day of the fiscal year next preceding the determination of value. Money in each respective fund and all authorized investments held in and for such fund, and the income therefrom, hereby are pledged to and charged with the payments required by this Resolution to be made from such fund.

(b) Money in the Revenue Fund, the Sinking Fund, and the Capital Improvement Fund not required to pay current obligations may be invested as set forth in Paragraphs (a) or (b), as applicable, of Section 606. Any such investments shall mature no later than such times as shall be necessary to provide money when needed for payments to be made from the pertinent fund or account, and shall be made upon the direction of such duly authorized agent of the Authority to whom the Authority has delegated the responsibility of giving such direction.

Section 606. Authorized Investments.

(a) <u>Revenue Fund, Sinking Fund, Debt Service Reserve Fund, and Capital</u> <u>Improvement Fund Money</u>. The Authority may invest and reinvest money in the Revenue Fund, Sinking Fund, Debt Service Reserve Fund, and Capital Improvement Fund in:

(i) any of the following investments (presently authorized by O.C.G.A. \S 36-80-3 and O.C.G.A. \S 36-83-4), if and to the extent the same are at the time legal for investment of such money:

Decolution
- Page 119 -

A. obligations of the United States and of its agencies and instrumentalities, or obligations fully insured or guaranteed by the United States government or by one of its agencies;

B. obligations of any corporation of the United States government;

C. bonds or certificates of indebtedness of the State and of its agencies and instrumentalities, or of other states;

D. obligations of other political subdivisions of the State;

E. certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal Deposit Insurance Corporation must be secured by direct obligations of the State or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured;

- F. prime bankers' acceptances;
- G. repurchase agreements; or

H. the local government investment pool established by O.C.G.A. § 36-83-8; and

(ii) any other investments to the extent at the time hereafter permitted by the applicable law of the State for the investment of public funds.

Section 607. <u>Authorization for Investments by Depositories</u>. The Authority, at any time and from time to time, may direct any depository of or custodian for any fund to make specific investments of money on deposit in such fund in accordance with Section 606 or may provide any such depository or custodian with general and continuing authorization to invest money in any such fund in accordance with the provisions of Section 606.

Section 608. Limitation on Liability from Funds on Deposit with the Paying Agent. Should any Certificates not be presented for payment when due, the Paying Agent shall retain, for the benefit of the Owners of such Certificates, a sum of money sufficient to pay such Certificates when the same are presented by the Owners thereof for payment. All liability of the Authority to the Owners of such Certificates and all rights of such Owners against the Authority under the Certificates or under this Resolution shall thereupon terminate, and the sole right of such Owners thereafter shall be against such funds on deposit with the Paying Agent. The Paying Agent shall hold such funds without any responsibility for payment to such Owners of additional interest beyond the date when payment was due.

If any Certificate shall not be presented for payment within a period of five years following the date when such Certificate becomes due, the Paying Agent, at the written request of the Authority, shall transfer to the Authority's Revenue Fund all funds theretofore held by it for payment of such Certificate. The Paying Agent thereupon shall be released and discharged with

- Page 120 -

respect to such Certificates, and such Certificate, subject to the defense of any applicable statute of limitations, thereafter shall be an unsecured obligation of the Authority.

[END OF ARTICLE VI]

- Page 121 -

ARTICLE VII

PARTICULAR COVENANTS OF THE AUTHORITY

Section 701. Maintenance of Rates.

(a) The Authority covenants that on or before the first day of each fiscal year during which any Certificates are outstanding, it will undertake a revenue sufficiency analysis for the Health Care System, and a copy of such analysis will be furnished, upon request, to any Certificate holder and to the original purchaser of a series of Certificates.

(b) The Authority covenants that it has placed into effect a schedule of rates, fees, and charges for the services and facilities furnished by the Health Care System and made available to persons other than those certified as indigent, and as often as it shall appear necessary it shall revise and adjust such schedule of rates, fees, and charges for services and facilities to the extent necessary to produce funds which will be sufficient to pay the Debt Service on the Certificates as the same becomes due and payable in the then current Sinking Fund Year and to pay the Operating Expenses of the Health Care System.

(c) The Authority will diligently undertake to collect or cause to be collected from persons, other than the indigent, all service charges and other obligations arising out of the operation of the Health Care System as such obligations become due, and it will apply all collections and all revenues and income from the Health Care System, as collected, as provided in this Resolution and not otherwise.

Section 702. <u>Failure to Adopt Rates and Charges</u>. If the Authority shall fail to adopt a schedule or schedules of rates, fees, and charges or to revise the same as necessary in accordance with the provisions of this Article, the Owner of any Certificate, without regard to whether any default, as defined in Section 801, shall have occurred, may institute and prosecute in any court of competent jurisdiction an appropriate action to compel the Authority to adopt such schedule or schedules or to revise such schedule or schedules so that funds will be received sufficient in amount to maintain at all times funds for which provisions are made in this Resolution, and to pay the Operating Expenses of the Health Care System.

Section 703. <u>Payment of Certificates</u>. The Authority will promptly pay the Debt Service on every Certificate payable from the revenues of the Health Care System at the place, on the dates, and in the manner herein and in the Certificates, and any premium required upon redemption of Certificates, according to the true intent and meaning thereof. The Debt Service on all Certificates and premium, if any, and the charges of the Registrar and Paying Agent are payable solely out of the revenues of the Health Care System, which revenues hereby are pledged to the payment of such obligations in the manner and to the extent herein particularly specified, and nothing herein contained or in the Certificates shall be construed as an obligation of the Authority to make any appropriation for their payment, except from revenues or other receipts derived from the ownership and operation of the Health Care System as provided herein, nor shall any Certificate constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the Authority other than such revenues.

- Page 122 -

Section 704. Operation of Health Care System. The Authority will continuously maintain the Health Care System in good order and repair and will enforce reasonable rules and regulations governing the Health Care System and the operation thereof. All compensation, salaries, fees, and wages paid in connection with the maintenance, repair, and operation of the Health Care System will be reasonable, and no more persons will be employed than are necessary. The Authority will operate the Health Care System in an efficient and economical manner, will at all times maintain the same in sound operating condition, will make all necessary repairs, renewals, and replacements, and will comply with all valid acts, rules, regulations, orders, and directions of any legislative, executive, administrative, or judicial body applicable to such undertaking.

Section 705. Liens. The Authority will not create or permit to be created in the operation and maintenance of the Health Care System any lien, security interest, charge, or encumbrance thereon or on any part thereof, or upon the revenues derived therefrom ranking equally with, except as herein provided, or prior to the lien or charge herein created upon such revenues to secure payment of the Certificates, and the Authority will pay or cause to be discharged or will make adequate provisions to satisfy and discharge, within 60 days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the Health Care System or on any part thereof or upon the revenues derived therefrom; provided, however, that nothing contained in this Section shall require the Authority to pay, or cause to be discharged, or make provision for the discharge of any such lien, security interest, encumbrance, or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings unless, by such action, the lien or charge created hereby on any part of the Health Care System or the revenues therefrom shall be materially endangered or any part thereof will be subject to loss or forfeiture, in which event, any such lien shall be promptly satisfied or discharged by the filing of a bond or taking other action as prescribed by law to effect such discharge. In addition, the Authority may grant, without violating the provisions of this Section, a purchase money security interest in connection with the acquisition of additional equipment pursuant to an installment purchase, capitalized lease or similar obligation. The Authority, without violating the provisions of this Section, may enter into any lease or lease purchase contracts for the use of equipment, including fixtures.

Section 706. Insurance Provisions.

(a) <u>Fire and Extended Coverage</u>. The Authority, if such insurance is not already in force, will procure fire and extended coverage insurance on the insurable portions of the Health Care System, the revenues of which are pledged to the security of the Certificates. The foregoing fire and extended coverage insurance will be maintained so long as the Certificates are outstanding and will be in the amount of the full insurable value of the property. If there is any damage to or destruction of any of the Health Care System or any part thereof, the Authority will promptly arrange for the application of the insurance proceeds for the repair, reconstruction or replacement of the damaged or destroyed portion unless the Authority, with the concurrence of its consulting engineers, shall determine that:

(i) such repair, reconstruction, or replacement is not economically feasible because the revenues of the Health Care System would not be increased sufficiently thereby to justify, in good business practice, the expenditure therefor of such insurance proceeds;



(ii) the efficient utilization of the Health Care System is not impaired by such damage; and

(iii) such damage will not result in the loss of a significant amount of revenue from the Health Care System.

(b) <u>Public Liability and Property Damage</u>. The Authority, if such insurance is not already in force, will procure and maintain, for so long as any Certificates are outstanding, public liability insurance relating to the operation of the Health Care System and relating to any vehicle owned or operated for the benefit of the Health Care System in such amount as may be determined by the Authority upon recommendation of counsel to the Authority, in order to protect the Authority from claims for bodily injury and for death and from claims for damage to property of others which may arise from the operation of the Health Care System or any other facilities the revenues of which are pledged.

(c) <u>Fidelity Certificates</u>. The Authority will carry, at all times, fidelity bonds on all of its officers and employees who may handle funds derived from the Health Care System, and such bonds shall be in such amounts as are at least equal to the total funds in the custody of such officer or employee at any one time.

(d) <u>From Whom Purchased</u>. The Authority shall obtain all such insurance from a responsible insurance company or companies, authorized and qualified under the laws of the State to assume the risks thereof against loss or damage. All such policies shall be for the benefit of and made payable to the Authority and shall be on deposit therewith; provided, however, the Authority may elect to be a self-insurer with respect to property loss for any mobile equipment used in connection with the operation and maintenance of the Health Care System.

(e) <u>Pledge of Insurance Proceeds</u>. The proceeds of all such insurance policies, except the general liability policies or coverage, are pledged as security for the payment of the Certificates, but shall be available for and shall be applied, to the extent necessary and desirable, to the repair and replacement of the damaged or destroyed property, provided that any portion of such proceeds remaining after payment in full of such costs shall be paid into the Sinking Fund, or, if the property is not replaced or replaced, the proceeds shall be placed in the Sinking Fund.

(f) <u>General</u>. All insurance policies and other coverage documents shall be open to the inspection of the Certificateholders and their representatives and to the designated representative of the original purchasers of each series of Certificates issued hereunder at all reasonable times.

The provisions of this Section 706 are subject to the availability of insurance at commercially reasonable rates to the Authority due to market conditions which may adversely affect such availability to hospital authorities of the State generally.

Section 707. <u>Condemnation</u>. If the Health Care System or any part thereof or any portion of the premises upon which any part of the Health Care System is constructed shall be taken by the exercise of the power of eminent domain, the whole compensation therefor shall be paid directly to the Authority and applied by the Authority as follows:

Decolution	
- Page 124 -	

(a) <u>Condemnation of all or substantially all of the Health Care System</u>. Condemnation proceeds referable to a taking of all or substantially all the Health Care System or such premises will be paid into the Sinking Fund, or if all Certificates payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment or call and redemption of all Certificates payable from the Sinking Fund by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment or call and redemption shall be paid to the Authority.

(b) <u>Condemnation of less than substantially all of the Health Care System</u>. All condemnation proceeds received by the Authority referable to a taking of less than substantially all the Health Care System will be applied as follows:

(i) If no part of the improvements constituting the Health Care System or of the premises upon which the same is located is taken or damaged or if the Authority, with the concurrence of its consulting engineers, shall determine that the efficient utilization of the Health Care System is not impaired by such taking and there will be no loss of revenue by reason thereof, the net condemnation award shall be paid to the Sinking Fund.

(ii) If any part of the improvements or premises is taken or if no such determination is made with the concurrence of such consulting engineers, then, the net condemnation award will be applied to the repair, rebuilding, and restoration of the Health Care System or to the rearrangement of the Health Care System, insofar as may be possible, so as to make the Health Care System suitable for the use intended and to prevent a loss of revenue therefrom, and any balance of the net condemnation award will be paid into the Sinking Fund unless the Authority, with the concurrence of its consulting engineers, shall determine that the efficient utilization of the Health Care System is not impaired by such taking and that such repair, rebuilding, or restoration is not economically feasible for the reason that the revenue of the Health Care System would not be increased thereby sufficiently to justify, in good business practice, the expenditure of such condemnation award therefor, and, if such repair, rebuilding, restoration, or rearrangement is not possible or is not undertaken so as to make sure the Health Care System is suitable for the use intended, all the net condemnation award will be paid into the Sinking Fund.

(iii) If all Certificates payable from the Sinking Fund and the interest thereon shall have been paid or if sufficient funds will be placed in the Sinking Fund for the payment or call and redemption of all Certificates payable from the Sinking Fund by the payment therein of a portion of such condemnation proceeds, then the excess, if any, of such proceeds over the amount required for such payment or call and redemption, shall be paid to the Authority.

Section 708. <u>Meaning of Efficient Utilization</u>. Whenever reference is made herein to impairment of the efficient utilization of the Health Care System, such reference shall mean that the Health Care System, following damage or the exercise of the power of eminent domain, will be of such a character as to be capable or as not to be capable, as the case may be, of rendering service substantially of quantity and quality comparable to that being rendered by the Health Care System immediately prior to such damage or the exercise of the power of eminent domain.

Dagalution
- Page 125 -

Section 709. <u>Construction Fund After Loss</u>. If, in accordance with any of the foregoing provisions of this Article, any part of the Health Care System property is to be repaired, renewed, rebuilt, restored, or rearranged after such damage, destruction, or taking, all proceeds from such insurance or compensation for such taking will be paid into a special trust fund to be then created and designated as a construction fund. Such trust will be administered by the Authority during such repairing, renewing, rebuilding, restoring, or rearranging, in accordance with sound business practices, and the Authority will disburse the money held in such construction fund only for the purposes thereof.

Section 710. <u>Funds and Accounts to be Maintained Separately</u>. The Authority shall keep the funds and accounts of the Health Care System separate from all other funds and accounts of the Authority, or any of its departments, and no payment shall be made from the revenues derived from the Health Care System which is not properly payable from such revenues, shall keep accurate records and accounts of all items of cost and all expenditures relating to the Health Care System, and of the revenues collected and the application thereof, and shall keep said records and accounts with respect to the physical properties of the Health Care System in such manner that it will be possible at all times to identify both the amounts and the items of all additions and retirements.

Section 711. Fiscal Year; Annual Budget.

(a) The Authority is now operating and will continue to operate the Health Care System on a fiscal year basis beginning on July 1 of each year and ending June 30 of the following calendar year, but should it desire to change its fiscal year it may do so by proper resolution.

(b) The Authority covenants that a budget of revenues and expenses for the Health Care System for its current fiscal year has been adopted as required by the Hospital Authorities Law, that in connection with the issuance hereafter of any series of Certificates said budget will be revised to the extent necessary, and that on or before the first day of each subsequent fiscal year, there will be adopted an annual budget of revenues and expenses for the Health Care System for the ensuing fiscal year, and a copy of such budgets or amendments thereto will be furnished, upon request, to any Certificateholder and to the original purchaser of a series of Certificates.

Section 712. <u>Audit of Health Care System</u>. In the month immediately following the end of each fiscal year, or as soon thereafter as practicable, an audit will be made of the financial affairs, books, records, and accounts pertaining to the Health Care System for the preceding year by an independent certified public accountant or firm of certified public accountants of suitable experience and responsibility, to be chosen by the Authority. The auditor so appointed shall perform the audit in accordance with generally accepted accounting principles and shall submit a complete and final report and audit to the Authority not later than 120 days after the close of the fiscal year.

The annual audit shall include, among other items, a statement of income and expenses and a balance sheet relating to the Health Care System, both in reasonable detail, a list of insurance policies paid for and in force respecting the Health Care System and its operations, comments by the auditor respecting the compliance by the Authority with the provisions of this Resolution, and



that the Authority is complying therewith or point out where, in any instance, the Authority is not in compliance therewith.

Not later than 180 days following the end of each fiscal year, the Authority shall send a copy of its annual financial statements (including the financial statements hereinabove provided for relating to the Health Care System) to the original purchaser of the Series 2023 Certificates and, upon request, a copy of the same shall be sent to the original purchasers of each series of Certificates hereafter issued, sold, and delivered hereunder. All such audits shall be open to the inspection of all interested persons. Any additional reports or audits relating to the Health Care System as shall be required by law will be made in the manner required by law, and from time to time, as often as may be requested, original purchasers of each series of Certificates authorized hereunder will be furnished such other information concerning the Health Care System, or the operation thereof, as any of them may reasonably request. The cost of audits shall be treated as a part of the cost of operation of the Health Care System.

Section 713. <u>Inspection of Records of Health Care System</u>. All interested persons will be permitted to examine and inspect the Health Care System' papers, books, records, accounts, and data relating thereto at all reasonable times and will be permitted to make copies or transcripts of any such records, accounts, and data so long as it can be done without unreasonable interference with the operation of the Health Care System.

Section 714. Disposition of Health Care System.

(a) <u>Disposition in Whole</u>. So long as any of the Certificates shall be outstanding, the Authority shall not sell, lease or otherwise dispose of the Health Care System and shall not enter into any management, operating or similar agreement with respect to the Health Care System or any part thereof, except that the Authority may sell the Health Care System as a whole, or substantially as a whole, if either of the following conditions are met:

(1) the proceeds of such sale shall be at least sufficient to provide for the payment and redemption of all Outstanding Certificates and any interest accrued or to accrue thereon, and that the proceeds of any such sale shall be deposited in trust and applied by the Authority to the extent necessary to purchase or redeem such Outstanding Certificates, or

(2) the Authority shall have received an unqualified opinion of Bond Counsel to the effect that (a) neither the lien created under this Resolution on the payments to be made by Columbus pursuant to the Contract nor the obligation of Columbus to make the payments required under the Contract will be adversely affected by such sale and (b) the interest on any Certificates which is excludable from the gross income of the owners thereof for federal income tax purposes will not become includable in such gross income as a result of such sale.

(b) <u>Disposition in Part</u>. Nothing contained herein, however, shall preclude the sale or other disposition of a part of the Health Care System if either of the following conditions are met:

Dagalution
- Page 127 -

(1) the Authority determines that such portion of the Health Care System is no longer needed and serves no useful purpose in connection with the maintenance and operation of the Health Care System or with regard to Current Facilities will allow the Authority to adequately serve its patients and clients after disposing of part of the Current Facilities and if the Authority determines that such sale or other disposition would not adversely affect the net revenues of the Health Care System, and provided further that the proceeds from such sale or other disposition are used for extensions, replacements, and improvements to the Health Care System, deposited to the Capital Improvement Fund, or deposited with the Paying Agent in trust and applied toward the purchase or redemption of Certificates, or

(2) the Authority shall have received an unqualified opinion of Bond Counsel to the effect that (a) neither the lien created under this Resolution on the payments to be made by Columbus pursuant to the Contract nor the obligation of Columbus to make the payments required under the Contract will be adversely affected by such sale and (b) the interest on any Certificates which is excludable from the gross income of the owners thereof for federal income tax purposes will not become includable in such gross income as a result of such sale or other disposition.

Notwithstanding the foregoing, the Authority is not prohibited from entering into a lease or management or similar agreement with respect to the Health Care System, or any portion thereof, if the following conditions are met:

(1) the other party or parties thereto shall have assumed and agreed to perform all of the Authority's obligations with respect to the Health Care System or the portion thereof subject to such lease or management or similar agreement, the revenues derived therefrom, and the disbursements with respect thereto; and

(2) the Authority shall have received an unqualified opinion of Bond Counsel to the effect that (a) neither the lien created under this Resolution on the payments to be made by Columbus pursuant to the Contract nor the obligation of Columbus to make the payments required under the Contract will be adversely affected by such lease or management or similar agreement and (b) the interest on any Certificates which is excludable from the gross income of the owners thereof for federal income tax purposes will not become includable in such gross income as a result of such lease or management or similar agreement. Notwithstanding the above, the lease must be specifically approved and the terms and conditions contained therein must be specifically ratified and affirmed.

In addition, the Authority is not prohibited by this Section from effecting "a reorganization or restructuring" as contemplated by § 31-7-75.1(d) of the Hospital Authorities Law if the following conditions are met:

(1) the other party or parties to such reorganization or restructuring shall have assumed and agreed to perform all of the Authority's obligations with respect to the Health Care System or the portion thereof involved in any such reorganization or restructuring, the revenues derived therefrom, and the disbursements with respect thereto; and

Dagalution
- Page 128 -

(2) the Authority shall have received an unqualified opinion of Bond Counsel to the effect that (a) neither the lien created under this Resolution on the payments to be made by Columbus pursuant to the Contract nor the obligation of Columbus to make the payments required under the Contract will be adversely affected by such transaction and (b) the interest on any Certificates which is excludable from the gross income of the owners thereof for federal income tax purposes will not become includable in such gross income as a result of such transaction.

No transaction permitted in this Section shall relieve the Authority from its obligation to pay the principal of, premium, if any, and interest on the Certificates as the same become due and payable.

[END OF ARTICLE VII]

- Page 129 -

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 801. <u>Events of Default</u>. Each of the following events is hereby declared an "event of default," that is to say if:

(a) payment of the principal of any of the Certificates shall not be made when the same shall become due and payable, either at maturity or by proceedings for optional or scheduled mandatory redemption; or

(b) payment of any installment of interest shall not be made when the same shall become due and payable; or

(c) the Authority, for any reason, shall be rendered incapable of fulfilling its obligations hereunder; or

(d) an order or decree shall be entered with the consent or acquiescence of the Authority appointing a receiver or receivers of the Health Care System or of the revenues therefrom or any proceedings shall be instituted with the consent of acquiescence of the Authority for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting claims of such creditors pursuant to any federal or state statute now or hereafter enacted if the claims of such creditors are payable, under any circumstances, out of the revenues of the Health Care System, or if such order or decree, having been entered without the consent and acquiescence of the Authority, shall not be vacated or discharged or stayed on appeal within 60 days after entry thereof or if such proceeding, having been instituted without such consent or acquiescence, shall not be withdrawn or any orders entered shall not be vacated, discharged or stayed on appeal, within 60 days after the institution of such proceedings or the entry of such orders; or

(e) the Authority shall fail to duly and punctually perform any of the other covenants, conditions, agreements or provisions contained in the Certificates or in this Resolution on its part to be performed, and such failure shall continue for 30 days after written notice specifying such failure and requiring the same to be remedied shall have been given to the Authority by the Owner of any Certificate unless action to remedy such failure shall have been undertaken and more than 30 days is reasonably required for its completion, in which event the Authority may permit such failure to remain unremedied during the lesser of 180 days or the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action the lien or charge hereof on any part of the revenues of the Health Care System shall be materially endangered or the Health Care System or the revenues therefrom or any part thereof shall be subject to loss or forfeiture, in which event, such failure shall be promptly remedied.

Section 802. <u>Actions by Certificateholders; Receiver</u>. Upon the happening and continuance of any event of default as provided in Section 801, then and in every such case any Certificateholder may proceed, subject to the provisions of Section 804, to protect and enforce the rights of the Certificateholders hereunder by a suit, action or special proceeding in equity, or at law, either for the appointment of a receiver of the Health Care System as authorized by the Revenue Bond Law, or for the specific performance of any covenant or agreement contained herein

- Page 130 -

or in aid or execution of any power herein granted, or for the enforcement of any proper legal or equitable remedy as such Certificateholder shall deem most effectual to protect and enforce the rights aforesaid, insofar as such may be authorized by law.

Section 803. <u>Proceedings Discontinued, Abandoned, or Adversely Determined</u>. If any proceeding taken by any Certificateholder on account of any event of default shall have been discontinued or abandoned for any reason, or shall have been determined adversely to such Certificateholder, then and in every such case the Authority and the Certificateholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers, and duties of the Certificateholders shall continue as though no such proceedings had been taken.

Section 804. <u>Limitation of Actions</u>. No one or more Holders of the Certificates shall have any right in any manner whatever by his or their action to affect, disturb, or prejudice the security granted and provided for herein or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had, and maintained for the equal benefit of all Holders of such Outstanding Certificates.

Section 805. <u>No Remedy Exclusive</u>. No remedy herein conferred upon the Certificateholders is intended to be exclusive of any other remedy or remedies; and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 806. <u>Delay or Omission to Exercise Right or Power</u>. No delay or omission of any Certificateholder to exercise any right or power accruing upon any event of default occurring and continuing as aforesaid shall impair any such event of default or be construed as an acquiescence therein; and every power and remedy given by this Article to the Certificateholders may be exercised from time to time and as often as may be deemed expedient.

Section 807. <u>Rights to Enforce Payment</u>. Nothing in this Resolution or in the Certificates shall affect or impair the right of action of the Owner of any Certificate, which is absolute and unconditional, to enforce payment of such Certificate in accordance with the provisions of this Resolution.

[END OF ARTICLE VIII]

- Page 131 -

ARTICLE IX

SUPPLEMENTAL PROCEEDINGS

Section 901. <u>Supplemental Proceedings Not Requiring Consent of</u> <u>Certificateholders</u>. This Resolution may be modified, altered, amended, or expanded by the Authority without the consent of, or notice to, any of the Certificate holders for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission or inconsistent provision in this Resolution;

(b) to grant to or confer any additional rights, remedies, powers, or authorities that may lawfully be granted to or conferred upon the Certificate holders;

(c) to subject to the lien and pledge of this Resolution additional rents, revenues, receipts, properties, or other collateral;

(d) to evidence the appointment of successors to any depository, custodian, Paying Agent, or Registrar hereunder; and

(e) to provide for the issuance of Parity Certificates or subordinate certificates in accordance with the provisions of this Resolution.

Section 902. Supplemental Proceedings Requiring Consent of Certificateholders.

(a) This Resolution may be modified, altered, and amended from time to time by adding to or rescinding in any particular any terms or provisions contained herein; provided, however, that nothing contained herein shall permit or be construed as permitting:

(i) the extension of the maturity or redemption date of any Certificates issued hereunder;

(ii) the reduction in or alteration of the principal of or the interest on the Certificates or any modification of the terms of payment of principal and interest thereon; or

(iii) the reduction of the percentage of the principal amount of Certificates required for consent to such modification, alteration or amendment.

A modification or amendment of the provisions with respect to increasing payments required to be made to the Sinking Fund shall not to be deemed a change in the terms of payment.

(b) Any modifications, alterations, and amendments of this Resolution as permitted by this Section 902 shall be made by a supplemental resolution. After any supplemental resolution requiring the consent of the Certificate holders shall have been adopted, the Authority shall cause a notice of the adoption of such supplemental resolution to be mailed, postage prepaid, to all Certificate holders at the addresses appearing on the registration book kept by the Registrar.

- Page 132 -

Thereafter, no such supplemental resolution shall become effective unless the Holders of at least 55% of the aggregate principal amount of the affected Outstanding Certificates shall have filed with the Authority within 90 days after the adoption of such supplemental resolution, written consent to approval thereof, each such written consent to be accompanied by proof of ownership of the Certificates to which such instrument refers, which proof shall be such as is permitted by the provisions of Section 903. Any request or consent of the owner of any Certificate shall bind every future owner of the same Certificate with respect to anything done by the Authority in pursuance of such request or consent.

Section 903. <u>Proof of Ownership</u>. Any request, waiver, direction, consent, or other instrument required by this Resolution to be signed or executed by the owners of the Certificates may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument, or of the writing appointing such agent, and of the ownership of Certificates, if made in the following manner, shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Authority with regard to any action taken by it under such instrument:

(a) The fact and date of the execution by any person of any such instrument may be proven by the certificate of any officer in any jurisdiction who by the laws thereof has power to take acknowledgment within such jurisdiction, to the effect that the person signing such instrument acknowledged before such officer the execution thereof, or by an affidavit of a witness to such execution.

(b) The fact of the ownership of the Certificates shall be determined and proven by reference to the registration book kept by the Registrar of such Certificates, and the Authority may assume conclusively that such ownership continues until written notice to the contrary is served upon the Authority.

Section 904. <u>Effect of Supplemental Proceeding</u>. Any supplemental resolution adopted and becoming effective in accordance with the provisions of this Article thereafter shall form a part of this Resolution, and all the terms and conditions contained in any such supplemental resolution as to any provision authorized to be contained therein shall be a part of the terms and conditions of this Resolution and shall be effective as to all Owners of the then Outstanding Certificates and of any Parity Certificates, and no notation or legend of such modifications and amendments shall be required to be made on any such outstanding Certificates.

Section 905. <u>Subsequent Proceedings Consistent with Resolution</u>. Any subsequent proceeding or proceedings authorizing the issuance of Parity Certificates as permitted under the provisions of this Resolution shall in nowise conflict with the terms and conditions of this Resolution, but, for all legal purposes, shall contain all the covenants, agreements, and provisions of this Resolution for the equal protection and benefit of all Owners of Certificates.

[END OF ARTICLE IX]

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- Page 133 -		

ARTICLE X

TAX COVENANT; MISCELLANEOUS PROVISIONS

Section 1001. <u>Resolution Constitutes Contract with all Owners</u>.

(a) The provisions, terms, and conditions of this Resolution shall constitute a contract by and between the Authority and the Owners of Outstanding Certificates, and this Resolution shall not be repealed or amended in any respect which will adversely affect the rights and interest of the Owners of the Certificates, nor shall the Authority adopt any resolution or ordinance in any way ever adversely affecting the rights of such Owners so long as any of the Certificates or the interest thereon shall remain unpaid; provided, however, that the provisions of this Section shall not be construed to restrict or impair any rights reserved to the Authority in Article IX to make modifications or amendments to this Resolution to the extent and in the manner as provided therein.

(b) All the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all Owners of the Certificates without preference, priority or distinction as to the charge, lien, or otherwise of any one Certificate over any other Certificate.

Section 1002. <u>Federal Tax Certificate</u>. The Authority recognizes that the Owners of all Series 2023 Certificates will have accepted them on, and paid therefor a price which reflects, the understanding that interest thereon is exempt from federal and State income taxation under laws in force at the time the Series 2023 Certificates shall have been delivered. To maintain the exclusion from federal gross income of interest on the Series 2023 Certificates, the Authority covenants to comply with the applicable requirements of the Code. In furtherance of this covenant, for the benefit of the Certificateholders, the Authority agrees to comply with the provisions of a Non-Arbitrage and Federal Tax Certificate to be executed by the Authority and delivered concurrently with the issuance and delivery of the Series 2023 Certificates.

Section 1003. <u>Applicable Provisions of Law</u>. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 1004. <u>Partial Invalidity</u>. If any one or more of the provisions of this Resolution or of the Certificates shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, such illegality or invalidity shall not affect any other provisions hereof or of the Certificates unless expressly so held, but this Resolution and the Certificates shall be construed and enforced as if such illegal or invalid provisions had not been contained herein or therein, and this Resolution shall be construed to adopt, but not to enlarge upon, all the applicable provisions of the Hospital Authorities Law and the Revenue Bond Law, and, if any provisions hereof conflict with any applicable provisions of said law, the latter as adopted by the legislature of the State and as interpreted by the courts of the State shall prevail and shall be substituted for any provisions hereof in conflict or not in harmony therewith.

Section 1005. <u>Payments Due on Saturdays, Sundays, and Holidays</u>. If the Interest Payment Date or the date fixed for redemption of any Certificates shall be in the city of payment

- Page 134 -

a Saturday, Sunday, or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of such principal or interest need not be made on such date but may be made on the next succeeding business date with the same force and effect as if made on the Interest Payment Date or on the date of stated maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 1006. <u>Validation</u>. The Series 2023 Certificates shall be validated in the manner provided in the Revenue Bond Law, as amended, and to that end notice of the adoption of this Resolution and a certified copy thereof shall be served immediately on the District Attorney of the Chattahoochee Judicial Circuit in order that proceedings for the confirmation and validation of the Series 2023 Certificates by the Superior Court of Muscogee County may be instituted by said District Attorney.

Section 1007. Continuing Disclosure. The Authority will undertake all responsibility for compliance with the continuing disclosure requirements contained in Securities and Exchange Commission Rule 15c2-12(b)(5) pursuant to a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate"). The execution and delivery of the Continuing Disclosure Certificate by the Chairman or Vice Chairman of the Authority is hereby authorized. Notwithstanding any other provision of this Resolution, failure of the Authority to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder, and under no circumstances shall such failure affect the validity or the security for the payment of the Certificates. It is expressly provided, however, that any Holder or Beneficial Owner of the Certificates may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Authority to comply with its obligations under this Resolution and the Certificates. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Certificates (including persons holding Certificates through nominees, depositories, or other intermediaries), or (b) is treated as the Owner of any Certificates for federal income tax purposes. The cost to the Authority of performing its obligations set forth in this Section shall be paid solely from funds lawfully available for such purpose. Nothing contained in this Resolution shall obligate the levy of any tax to effect the Authority's obligations set forth in this Section.

Section 1008. Official Statement. The Authority has caused to be prepared and distributed a Preliminary Official Statement with respect to the Series 2023 Certificates and shall prepare, execute, and deliver an Official Statement for the Series 2023 Certificates in final form and the execution and delivery of said Official Statement in final form be and the same are hereby authorized and approved. The use and distribution of a Preliminary Official Statement with respect to the Series 2023 Certificates be and the same is hereby ratified and confirmed, and the President or Vice President was and is duly authorized to "deem final" the Preliminary Official Statement within the meaning of Securities Exchange Act Rule 15c2-12. The Chairman of the Authority or the President is hereby authorized to execute and deliver the Official Statement for and on behalf of the Authority and said Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such changes, insertions or omissions as may be approved by the Chairman. The execution of said Official Statement by the Chairman or the President as hereby authorized shall be conclusive evidence of any such approval. The distribution of the Preliminary



Official Statement and Official Statement for and on behalf of the Authority is hereby authorized and approved.

Section 1009. <u>Authorization of Second Amendment to Contract</u>. The execution, delivery, and performance of the Second Amendment to Contract, the form of which is attached hereto as <u>Exhibit A</u>, are hereby authorized. The Second Amendment to Contract shall be in substantially the form of that which is attached hereto as <u>Exhibit A</u>, and the Chairman or Vice Chairman of the Authority is authorized to approve such additions and changes as are necessary to carry out the intent of this Resolution and to sign the Second Amendment to Contract in the name of and on behalf of the Authority. The corporate seal of the Authority shall be affixed to the Second Amendment to Contract and attested by the Secretary or an Assistant Secretary of the Authority. The signing of the Contract by the Chairman or the Vice Chairman shall be conclusive evidence of the approval of any additions and changes. The Second Amendment to Contract in substantially the form attached herein as the "Contract" are incorporated herein and made a part hereof relative to the operation and maintenance of the Health Care System during the period in which Certificates will be outstanding.

Section 1010. <u>Authorization of Execution of 8038-G and Federal Tax Certificate</u>. The Chairman of the Authority, President, or Vice President is hereby authorized to execute and direct the filing with the Internal Revenue Service of an Information Return for Tax-Exempt Governmental Obligations, Form 8038-G, relating to the Series 2023 Certificates. The Chairman, President, Vice President, or other proper officer or agent of the Authority is hereby authorized to execute and deliver the Federal Tax Certificate.

Section 1011. <u>General Authorization</u>. The proper officers and agents of the Authority, including specifically the Chairman, Vice Chairman, Secretary, President, or Vice President, hereby are authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Resolution and are further authorized to take any and all further actions and execute and deliver any and all other documents as may be necessary in the issuance of the Series 2023 Certificates. All actions heretofore taken and all documents heretofore executed in connection with the issuance of the Series 2023 Certificates are ratified and approved.

Section 1012. <u>Acceptance of Bids</u>. The Authority ratifies the actions of its Chief Financial Officer, with the assistance of Davenport & Company LLC, in reviewing the bids on the Series 2023 Certificates and the award the sale of the Series 2023 Certificates to Wells Fargo Bank, National Association.

Section 1013. <u>Waiver of Performance Audit</u>. The Authority hereby specifically waives the requirements of O.C.G.A.§ 36-82-100 that the expenditure of the proceeds of the Series 2023 Certificates be subject to an ongoing performance audit or performance review, and authorizes such waiver to be published in the notice of hearing relating to the validation of the Series 2023 Certificates.

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- Page 136 -

Authorization of Refunding Escrow Agreement; Notices of Provision Section 1014. for Payment and Redemption. The Refunding Escrow Agreement is hereby authorized and approved. The President or Chairman is hereby authorized and directed to execute the Refunding Escrow Agreement for and on behalf of the Authority, and the Secretary or Assistant Secretary Treasurer is hereby authorized and directed to attest the same and impress thereon the seal of the Authority. The Refunding Escrow Agreement shall be in substantially the form on file with the Authority, subject to such changes, insertions and omissions as may be approved by the President or Chairman, and the execution of the Refunding Escrow Agreement by the President or Chairman as herein authorized shall be conclusive evidence of any such approval. Upon the deposit of money and/or Government Obligations into the Refunding Escrow Fund (as described in Section 401(a)), the officers of the Authority shall give the Registrar and Paying Agent of the Series 2013 Certificates irrevocable instructions to give notice, as soon as practicable, to the Owners of the Series 2013 Certificates, by first class mail, postage prepaid, at their last addresses appearing upon the books of registration, that the deposit required by subsection (a)(i) of this Section 510 of the 2013 Resolution has been made and that the Series 2013 Certificates are deemed to have been paid in accordance with this Section 510 of the 2013 Resolution. The officers of the Authority are hereby directed to provide a Notice of Redemption to the Registrar and Paying Agent for the Series 2013 Certificates, in accordance with the applicable provisions of the 2013 Resolution, calling for redemption the Series 2013 Certificates maturing on July 1, 2024 and thereafter on November 22, 2023. Said notice of redemption shall be given by the Authority to the Registrar and Paying Agent at least 35 days prior to the date fixed for redemption and notice of the redemption of Series 2013 Certificates pursuant to Article III of the 2013 Resolution shall be given by the Registrar and Paying Agent one time not less than 30 days nor more than 60 days prior to the date fixed for redemption to the Holders of each of the Series 2013 Certificates in accordance with the 2013 Resolution.

Section 1015. <u>Effective Date</u>. This Resolution shall take effect immediately upon its adoption.

Section 1016. <u>Captions</u>. The captions or headings in this Resolution are for convenience only and in no way limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 1017. <u>Repealer</u>. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict with this Resolution shall be and the same hereby are repealed, and this Resolution shall be in full force and effect from and after its adoption.

[END OF ARTICLE X]

- Page 137 -

APPROVED AND ADOPTED this July 25, 2023.

HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA

By: ______Chairman

1 - Page 138 -

Exhibit A

FORM OF SECOND AMENDMENT TO CONTRACT

[Attached.]

SECRETARY'S CERTIFICATE

I, the undersigned Secretary of the Hospital Authority of Columbus, Georgia (the "**Authority**"), keeper of the records and seal thereof, hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Authority in public meeting properly and lawfully assembled on July 25, 2023, the original of which resolution has been entered in the official records of the Authority under my supervision and is in my official possession, custody, and control.

I further certify that the meeting was held in conformity with the requirements of Title 50, Chapter 14 of the Official Code of Georgia Annotated.

(S E A L)

Secretary

STATE OF GEORGIA

COUNTY OF MUSCOGEE

This Second Amendment to Contract, made and entered into as of ______, 2023 (this "Second Amendment to Contract"), by and between COLUMBUS, GEORGIA ("Columbus"), a consolidated government and political subdivision of the State of Georgia, and the HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA (the "Authority"), a body corporate and politic of the State of Georgia (*capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the hereinafter defined 2023 Resolution*):

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WITNESSETH:

I. WHEREAS, pursuant to the provisions of the Hospital Authorities Law, now codified, as amended, as Article 4 of Chapter 7 of Title 31 of the Official Code of Georgia Annotated (hereinafter sometimes referred to as the "Hospital Authorities Law"), Muscogee County was authorized to establish a hospital authority, and pursuant thereto the governing body of Muscogee County did, by resolution adopted on November 14, 1967, duly establish the "Hospital Authority of Muscogee County" in accordance with the provisions of the laws of the State of Georgia then in effect; and

II. WHEREAS, the Columbus, Georgia-New Charter for County-Wide Government (Ga. Laws 1993, p. 4978, at 5006), as amended by the voters of Columbus, Georgia, at a referendum held November 6, 2012, Ga. Laws 2013, pp. 3673, 3678, 3680, a referendum held November 8, 2022, and Ga. Laws 2022, pp. 5457, 5601 (the "**Columbus Charter**"), in Article IV, Chapter 6, Section 4-621, readopted and approved the renaming and designation of the "Hospital Authority of Muscogee County" as the "Hospital Authority of Columbus, Georgia" and authorized the Authority to continue its operation without interruption resulting from the adoption of the Columbus Charter; and

III. WHEREAS, the Authority has been and is now legally created, existing, and operating in accordance with all of the terms and provisions of the Hospital Authorities Law and will continue to comply with all of the requirements thereof; and

IV. WHEREAS, the Hospital Authorities Law grants to the Authority the power to acquire, construct, and equip hospitals, health care facilities, nursing homes, rehabilitation centers, extended care facilities, and other public health facilities for the use of patients and officers and employees of any institution under the supervision and control of the Authority or leased by the Authority for operation by others, to promote the public health needs within its area of operation and all utilities and facilities deemed by the Authority necessary or convenient for the efficient operation thereof, and the power to establish rates and charges for the services and use of the facilities of the Authority; and

V. WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2013 (the "Series 2013 Certificates"), in the original aggregate principal amount of \$31,445,000, the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health

Care System (as defined herein), which were issued in accordance with a resolution of the Authority adopted on January 17, 2013, as amended by a supplemental resolution adopted on February 14, 2013 (together, the "**2013 Resolution**"); and

VI. WHEREAS, the Authority has heretofore issued its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA TAXABLE REVENUE ANTICIPATION CERTIFICATES, SERIES 2018A, in the original aggregate principal amount of \$3,395,000 and its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REVENUE ANTICIPATION CERTIFICATES, SERIES 2018B, in the original aggregate principal amount of \$27,915,000 (together, the "Series 2018 Certificates"), the proceeds of which provided funds for the acquisition, construction, and equipping of certain facilities of the Health Care System, which were issued in accordance with a resolution of the Authority adopted on January 23, 2018 (the "2018 Resolution"); and

VII. WHEREAS, the payment of the Series 2013 Certificates and the Series 2018 Certificates are secured in accordance with the 2013 Resolution and the 2018 Resolution by the Gross Revenues of all of the facilities of the Authority (the "Health Care System") and are further secured under the provisions of an intergovernmental contract dated as of March 1, 2013 (the "2013 Contract"), as supplemented and amended by a First Amendment to Contract dated as of February 21, 2018 (the "First Amendment to Contract"), between the Authority and Columbus; and

VIII. WHEREAS, after thorough investigation and study, the Authority has determined that it is in its best interests to issue its HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA REFUNDING REVENUE ANTICIPATION CERTIFICATES, SERIES 2023 (the "Series 2023 Certificate") in the aggregate principal amount of \$18,865,000, which amount, together with other funds available to the Authority for such purpose, will be sufficient to refund, redeem and defease all outstanding Series 2013 Certificates in accordance with the 2013 Resolution thereby satisfying and discharging the lien of the Series 2013 Certificates on the Gross Revenues of the Health Care System; and

IX. WHEREAS, the Authority authorized the issuance of the Series 2023 Certificates in accordance with a resolution of the Authority adopted on July 25, 2023 (the "**2023 Resolution**"); and

X. WHEREAS, the issuance of the Series 2023 Certificates for the purpose of refunding and defeasing the Series 2013 Certificates will result in substantial debt service cost savings over the life of the Series 2023 Certificates, and reduce Columbus's obligations under the 2013 Contract, as amended by the First Amendment to Contract; and

XI. WHEREAS, it is anticipated that revenues to be produced by the Health Care System will be sufficient to pay the Debt Service to become due on the Series 2018 Certificates and the Series 2023 Certificates, to provide and maintain any necessary debt service reserves, and provide for the operation and maintenance of the Health Care System in accordance with the provisions of the 2018 Resolution, the 2023 Resolution, and sound business practices; and

XII. WHEREAS, the most feasible and economical way to secure the payment of the Series 2023 Certificates is for the Series 2023 Certificates to be issued as Parity Certificates, in accordance with Section 509 of the 2018 Resolution, so that the Gross Revenues of the Health

Second A	mondmont t	Contract
	- Page 142 -	

Care System can be pledged to the payment of the Series 2023 Certificates, and as required by Section 509(b) of the 2018 Resolution it is necessary that this amendatory contract (this "Second Amendment to Contract") be entered into between the Authority and Columbus in accordance with the Hospital Authorities Law whereby Columbus agrees to the extent required and not to exceed four (4) mills of the seven (7) mill limitation currently prescribed in the Hospital Authorities Law to pay to or for the account of the Authority amounts sufficient to pay the debt service on the Series 2023 Certificates and the Series 2018 Certificates and to assure the continued operation and maintenance of the Health Care System for so long as the Series 2018 Certificates or Series 2023 Certificates shall remain outstanding and unpaid; and

XIII. WHEREAS, Columbus hereby agrees that its obligations under any current contract for the provision of indigent care or any future contracts which it may hereafter enter into for indigent care combined with its obligations to the Authority pursuant to the 2013 Contract as amended by the First Amendment to Contract, and further amended by this Second Amendment to Contract (collectively, the "**Contract**"), shall not exceed the seven (7) mill limitation currently prescribed in the Hospital Authorities Law or such greater limitation as may be hereafter prescribed by law; and

XIV. WHEREAS, Columbus approves the sale, issuance, and delivery by the Authority of the Series 2023 Certificates in accordance with the 2023 Resolution; and

XV. WHEREAS, after a careful study and investigation, the Council of Columbus, Georgia (the "**Council**"), the governing body of Columbus, has determined that the purposes for which the Series 2023 Certificates are to be issued are in the best interest of the residents of Columbus in that the Authority will be able to continue to provide necessary and proper nursing and personal home care to the citizens within its area of operation, including Columbus's indigent persons; and

XVI. WHEREAS, for the reasons expressed above, Columbus agrees that the Authority should sell and issue the Series 2023 Certificates, dated the date of issuance and delivery thereof, maturing on July 1 in the years and principal amounts as follows, and bearing interest at the rates per annum specified below, payable on January 1 and July 1 in each year, beginning January 1, 2024.

Year	Principal Amount	Interest Rate
2024	\$1,465,000.00	5.000%
2025	1,385,000.00	5.000
2026	1,450,000.00	5.000
2027	1,525,000.00	5.000
2028	1,605,000.00	5.000
2029	1,685,000.00	5.000
2030	1,775,000.00	5.000
2031	1,850,000.00	5.000
2032	1,945,000.00	5.000
2033	2,040,000.00	5.000
2034	2,140,000.00	5.000

Second A	mondmont to	Contract
	- Page 143 -	

Subject to Redemption as provided for in Article III of the 2023 Resolution

XVII. WHEREAS, payments from Columbus under the provisions of this Second Amendment to Contract are being pledged in accordance with the 2023 Resolution as additional security for the payment of the Series 2023 Certificates; and

XVIII. WHEREAS, the parties hereto are specifically authorized to enter into this Second Amendment to Contract pertaining to the security for the Series 2023 Certificates pursuant to the 2013 Contract, as amended by the First Amendment to Contract, the provisions of Article IX, Section III, paragraph I(a) of the Constitution of the State of Georgia and the provisions of the Hospital Authorities Law; and

XIX. WHEREAS, Columbus, acting by and through the Council, desires to enter into this Second Amendment to Contract with the Authority for the use of the services of the Authority and its Health Care System, all in the best interest of the residents of Columbus entitled to the use of such services and Health Care System; and

XX. WHEREAS, it is anticipated that the Gross Revenues of the Health Care System, as it presently exists and as it hereafter shall be added to, extended, improved, and equipped, will be sufficient to pay the Debt Service on the Series 2018 Certificates, the Series 2023 Certificates, and the Operating Expenses without the necessity of any payments by Columbus pursuant to the Contract as amended by this Second Amendment to Contract; and

XXI. WHEREAS, if for any reason such revenue projections are not met, it is the intent of the parties hereto that the services and facilities of the Authority shall remain available to the citizens of Columbus and, regardless thereof, that the payments covenanted herein to be made by Columbus shall provide for payment of the Debt Service on the Series 2018 Certificates and the Series 2023 Certificates, and payment of the Operating Expenses of the Health Care System.

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth, it is agreed by and between Columbus and the Authority, each acting by and through its duly authorized officers, pursuant to resolutions duly adopted and properly passed, as follows:

Section 1. <u>Term of the Second Amendment to Contract</u>. This Second Amendment to Contract shall be the binding obligation of the parties hereto from and after its execution by the parties hereto. The term of this Second Amendment to Contract shall begin with the issuance and delivery of the Series 2023 Certificates and shall continue in full force and effect until the earlier of (i) July 1, 2034, or (ii) such time as the Series 2023 Certificates, as to principal, premium, if any, and interest have been paid or until provision is duly made therefor, but in no event shall the term of this Second Amendment to Contract exceed 40 years from the effective date hereof.

Section 2. <u>Covenants and Agreements of the Authority</u>. The Authority covenants and agrees as follows:

(a) The Authority will promptly issue the Series 2023 Certificates and will in every respect comply with all provisions of the 2023 Resolution, including specifically the application

Second A	mondmont to	Contract
	- Page 144 -	

of proceeds from the sale of the Series 2023 Certificates as provided in Section 401 thereof (i.e., the refunding and defeasance of the Series 2013 Certificates).

(b) Unless default shall have occurred on the part of Columbus in the performance of the covenants herein contained on its part to be performed, during the term of this Second Amendment to Contract the Authority at all times will maintain the Health Care System or cause it to be maintained and available for the use of the elderly and disabled citizens of Columbus including indigent citizens of Columbus requiring nursing and personal care home facilities.

So long as this Second Amendment to Contract remains in full force and effect, the (c)Authority shall not receive for admittance any indigent person other than a person who is considered medically indigent under regulations and guidelines established from time to time by the State Health Planning Agency, or such other State of Georgia agency as hereafter may succeed to its duties and responsibilities, except in case of emergency and the Authority shall make no charge for its services to any such persons meeting such criteria except as herein provided. This agreement, however, is not to be construed as preventing the Authority from accepting any voluntary payments which any such patients receiving treatment or who use the Health Care System may wish to make on their own behalf or as prohibiting it from collecting any hospitalization, accident, health or other type insurance or governmental program of which such person may be a beneficiary, or from asserting its statutory hospital lien against any recovery to which such person may be entitled; and provided, further, that nothing herein shall prevent the Authority from making charges for its services when the services are rendered to persons who are not certified as indigent; provided, also, the Authority may make charges for services rendered to certain indigent persons on a pro-rata basis where such persons have been certified as being less than 100% indigent under guidelines established by the State Health Planning Agency, or such other State of Georgia agency as may succeed to its duties and responsibilities. The Authority may establish policies and criteria to certify indigent patients for treatment at the Health Care System and furnish to Columbus copies of such policies and criteria as the same may be established or revised from time to time.

So long as this Second Amendment to Contract remains in full force and effect, the (d)Authority will maintain ownership of the Health Care System on as economical a basis as is consistent with good practice in similar nursing and personal care home facilities. The Authority shall undertake to operate the Health Care System and to fix its rates, fees, and charges so as to produce Gross Revenue sufficient to (i) pay the Debt Service on the Certificates as the same becomes due and payable, (ii) pay the Operating Expenses of the Health Care System, (iii) maintain such amounts in the Debt Service Reserve Fund as described in Section 2(e) of this Second Amendment to Contract, and (iv) provide for the establishment and maintenance of a Capital Improvement Fund and such other reasonable reserves as the Authority may deem advisable, and, thereby, to the extent it is able to do so, reduce the amount of the payments which otherwise might be required of Columbus, from time to time, pursuant to the provisions of this Second Amendment to Contract. As between the parties hereto, the Authority shall be and remain the final arbiter and judge as to whether any proposed revision of its rates, fees, and charges referred to in this paragraph will be consistent with its obligation to provide medical care and hospitalization to Columbus's indigent sick and otherwise to provide for the other public health and welfare needs of Columbus. The Authority agrees to maintain, or cause to be maintained on its behalf, complete and adequate records, not only concerning the care and treatment of patients,

Second Amondmont to Contract

but also of administrative, clerical, and financial affairs of the Health Care System, and any information disclosed by such records reflecting upon the financial responsibility and eligibility of patients for assistance in any form from Columbus or from any public or private agency shall be made available to Columbus or public agency and shall be made available to such private agency upon reasonable and proper request therefor being made by or on behalf of the patient in question.

(e) The Authority will cause an audit of its financial affairs, books, and records to be made in accordance with generally accepted accounting principles at the end of each fiscal year by an independent certified public accountant or firm of certified public accountants. The complete and final audit report will be submitted to the Authority, with a copy to the Council, not later than 150 days after the close of the Authority's fiscal year. Such audit shall comply in all respects with the Hospital Authorities Law and the provisions of Section 712 of the 2023 Resolution. The Authority will supply Columbus interim financial statements monthly which are prepared in the ordinary course of business, and the Authority will make all of the Health Care System's books and records available to the Council at any time, upon reasonable notice.

In accordance with Section 2(e) of the 2013 Contract \$881,325.30 was deposited to the Debt Service Reserve Fund for the Series 2013 Certificates on the date of issuance of the Series 2013 Certificates and an amount not less than said deposit has been maintained therein during the life of the Series 2013 Certificates. In accordance with Section 2(e) of the First Amendment to Contract, an additional \$1,730,212.51 was deposited to the Debt Service Reserve Fund for the Series 2018 Certificates on the date of issuance of the Series 2018 Certificates and an amount not less than said deposit has been maintained therein during the life of the Series 2018 Certificates on the date of issuance of the Series 2018 Certificates and an amount not less than said deposit has been maintained therein during the life of the Series 2018 Certificates. Section 2(e) of the First Amendment to Contract provides that upon the payment or defeasance of the Series 2013 Certificates the Authority shall no longer be required to maintain said \$881,325.30 in the Debt Service Reserve Fund and the amount to be thereafter maintained in the Debt Service Reserve Fund shall be \$1,730,212.51 or such other amount required by the First Amendment to Contract, as it may be amended.

Columbus and the Authority agree that since the Series 2023 Certificates are being issued to refund the Series 2013 Certificates, the Authority should continue to maintain \$881,325.30 in the Debt Service Reserve Fund for the Series 2023 Certificates. Therefore, in addition to the \$1,730,212.51 deposited into the Debt Service Reserve Fund relating to the Series 2018 Certificates, upon the issuance and delivery of the Series 2023 Certificates the Authority shall maintain \$881,325.30 in the Debt Service Reserve Fund relating to the Series 2023 Certificates, and thereafter the Authority shall maintain an amount therein equal to the Debt Service Reserve Requirement (as defined in the Resolution) on the Series 2023 Certificates in the then current Sinking Fund Year, subject to the remaining provisions of this Section 2(e).

Upon the payment or defeasance of the Series 2023 Certificates the Authority shall no longer be required to maintain said \$881,325.30 in the Debt Service Reserve Fund and the amount to be thereafter maintained in the Debt Service Reserve Fund shall be the amount required by the First Amendment to Contract for the Series 2018 Certificates or such other amount required by the Contract, as it may hereafter be further amended.

If at any time the sum of the then current amount on deposit in the Sinking Fund plus the amount on deposit in the Debt Service Reserve Fund plus the Unrestricted Net Assets on a current

Second A	mondmont to	P Contract
	- Page 146 -	

audited or monthly financial statement of the Authority is below \$5,000,000, the Finance Director of Columbus may request and the Authority shall immediately increase the amount on deposit in the Debt Service Reserve Fund to the Debt Service Reserve Requirement. The Authority shall thereafter maintain in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Requirement, unless otherwise agreed to by Columbus. At no time shall the total amount in the Debt Service Reserve Fund exceed the Debt Service Reserve Requirement. Unless specifically agreed to by Columbus no part of the Debt Service Reserve Fund shall be funded by a Debt Service Reserve Credit Instrument.

On June 2 and December 2 in each year during the term of this Second Amendment (f)to Contract, or if any such date falls on a Saturday, Sunday or a holiday, then on the next succeeding business day, the Authority shall determine the amount of money then in the Sinking Fund, or on hand in either the Revenue Fund or the Reserve Fund (if established) and available for transfer to the Sinking Fund (the object of said determination being to decrease the obligation of Columbus to make the payments under Section 3 of this Second Amendment to Contract) and available for the payment of the Debt Service coming due on the Certificates on the next Interest Payment Date or Principal Payment Date, and the Authority shall notify the Sinking Fund Custodian and Columbus, in not less than one business day, of the amount, if any, Columbus must pay to the Sinking Fund in order for the Authority to comply with the provisions of Section 501 of the 2023 Resolution. Nothing herein shall be construed as prohibiting the Authority from making the payment which Columbus is otherwise obligated to make under the provisions of this Section 2(f) from any funds which may be available to the Authority for such purpose. In the event Columbus is required to make any payments pursuant to this Section 2(f) the Authority shall immediately reimburse Columbus for such payments.

(g) All payments made by Columbus (i) under the provisions of Section 3(c) hereof shall be deposited directly by Columbus in the Sinking Fund and such funds shall be used only for the payment of the principal of and interest (and redemption premium, if any) on the Certificates as the same become due and the other purposes described in Section 507 of the 2023 Resolution, and (ii) under the provisions of Section 3(d) hereof shall be deposited directly by Columbus in the Revenue Fund and such funds shall be used only for the payment of Operating Expenses of the Health Care System.

(h) The Authority shall not hereafter issue any other obligations of any kind payable from or enjoying a pledge of or lien on the funds authorized to be appropriated and paid by Columbus hereunder prior or superior to, or on parity with (except as provided in the 2023 Resolution), the pledge of or lien thereon for the payment of the Certificates. Nothing contained herein, however, shall restrict the issuance of additional obligations from time to time, at the sole discretion of the Authority, payable from the Gross Revenues of the Health Care System if such additional obligations are in all respects subordinate to the pledge of or lien on said funds and Gross Revenues to the Certificates.

Section 3. <u>Covenants and Agreements of Columbus</u>. Columbus covenants and agrees as follows:

(a) For and during the term of this Second Amendment to Contract, Columbus shall send all of the "indigent," as defined in Section 4(c), entitled to receive nursing home care and

Second A	mondmont t	Contract
	- Page 147 -	

personal care home care and attention, to the Health Care System and to no other for the rendition of such care and attention and shall pay for such services so rendered as herein provided.

(b) In order to provide medical care for the indigent elderly and disabled and others entitled to the use of the Health Care System, Columbus, acting by and through its Council, shall appropriate and provide all sums hereinafter agreed upon to pay the cost of the use of the Health Care System by Columbus or the residents thereof pursuant to this Second Amendment to Contract.

(c) Columbus shall pay to the Authority for such care to be provided by the Health Care System money sufficient to provide for the payment of the Debt Service on the Certificates as the same becomes due and payable, in the following manner:

Commencing on or before the third day prior to each Interest Payment Date or Principal Payment Date, for so long as any of the Certificates or the interest thereon remain outstanding and unpaid, Columbus shall deposit directly into the Sinking Fund, in immediately available funds, the amount set forth in the notice given by the Authority to Columbus pursuant to Section 2(f) hereof, which will be the amount as necessary for the Authority to comply with the provisions of Section 501 the 2023 Resolution. If the total of the sums so deposited to the credit of the Sinking Fund at any time shall be less than the amount required, the payment of the difference between the amount so deposited and the required amount shall constitute a continuing obligation of Columbus until the Sinking Fund is at its proper balance. Said payments made directly to the Sinking Fund So as to assure the availability of money to enable the Authority at all times to pay in full the Debt Service on the Certificates as the same becomes due and payable, either at maturity, by scheduled mandatory redemption, or otherwise.

Nothing contained herein shall be construed to require Columbus to make any payments for deposit to the Sinking Fund whenever and for so long as the money on deposit in the Sinking Fund shall be sufficient to pay all outstanding Certificates payable from the Sinking Fund at their respective maturities and the interest which will become due and payable thereon at or prior to their respective maturities or scheduled mandatory redemption dates. Columbus, at its option, may make additional payments for deposit to the Sinking Fund from any money which may be made available and authorized by law to be paid for such purpose.

(d) In addition to, and subordinate to, any money to be paid to the Authority by Columbus pursuant to the provisions of paragraph (c) of this Section 3, Columbus shall make additional payments to the Authority as may be necessary from time to time to assure the continued operation, maintenance, and repair of the Health Care System during the term of this Second Amendment to Contract. Any payments by Columbus which are required pursuant to this paragraph (d) of Section 3 shall be made immediately upon receipt of written notice from the Authority that money otherwise available to the Health Care System for such purpose are insufficient by a specified amount to pay the then due and past due Operating Costs of the Health Care System.

(e) Columbus shall levy annually during the term of this Second Amendment to Contract an *ad valorem* tax, exclusive of all other taxes which may be levied by Columbus, upon all the taxable property in Columbus to the extent required but at a rate not to exceed four (4) mills of the seven (7) mill limit authorized by the Hospital Authorities Law, as may be necessary to make the payments called for by this Second Amendment to Contract. The amount that is or could be generated by the four (4) mill levy shall be the maximum obligation of Columbus under paragraphs 3(c) and 3(d) above for any fiscal year. Nothing herein contained, however, shall be construed as limiting the right of Columbus to pay its obligations hereunder assumed out of its general funds or from other sources available to it.

Any payments made by Columbus under this Second Amendment to Contract are (f) pledged by the Authority to secure the payment of the Certificates in accordance with the 2023 Resolution. There is hereby created a first and paramount lien on any and all tax revenue received by Columbus under or pursuant to the provisions hereof to secure the payment of the Debt Service on the Certificates, and the lien of this pledge shall be valid and binding against Columbus and against all parties having claims of any kind against Columbus whether such claims shall arise from tort, contract or otherwise and irrespective of whether such parties have notice thereof. Until paid as herein required, Columbus shall hold all proceeds of taxes collected for such purpose in a separate and special fund, in trust, the beneficial interest in which shall be in the Authority or the holders of the Certificates as their interest may from time to time appear. The lien created herein on up to four (4) mills of the seven (7) mill limitation currently prescribed in the Hospital Authorities Law shall be exclusively pledged to this contract notwithstanding any contractual lien which is now or hereafter may be entered into by Columbus with any provider of indigent health care, except that said lien on four (4) mills may be extended, with the consent of Columbus, to cover any Parity Certificates which may be issued hereafter pursuant to the 2023 Resolution.

(g) So long as any Certificates are outstanding and unpaid, Columbus hereafter shall not enter into a contract with the Authority or any other entity which creates a lien on revenues to be derived from the tax to be levied hereunder superior to the lien created hereunder.

(h) Columbus shall not enter into any other contract with the Authority or any other entity which provides for payment to be made by Columbus from money derived from the levy of a tax, within the maximum millage now or hereafter authorized by the Hospital Authorities Law, if the annual payment of all amounts payable or currently budgeted under all contracts then in existence with the Authority or any other entity, together with the annual payment of all amounts to be made under the proposed contract in each future Sinking Fund Year, would exceed the amount then capable of being produced by a levy of a tax within the maximum millage now or hereafter authorized by the Hospital Authorities Law, as shown by the latest tax digest of Columbus available immediately preceding the execution of any such contract or supplemental contract.

(i) The obligation of Columbus to make the payments required pursuant to the provisions of this Section 3 at the times and in the manner specified shall be absolute and unconditional and such payments shall not be abated or reduced because of damage to or destruction of the Health Care System or for any reason whatsoever. Furthermore, Columbus shall not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Second Amendment to Contract

Second Amondment to Contract

by the Authority. This provision is incorporated herein for the benefit of the owners of the Certificates and it shall not affect the obligation of the Authority to perform this Second Amendment to Contract or otherwise, nor shall this provision otherwise affect the remedies available to Columbus on account of any such claimed breach by the Authority.

(j) This Second Amendment to Contract is being entered into in accordance with the Hospital Authorities Law, specifically O.C.G.A. § 31-7-84, which section authorizes Columbus to levy an *ad valorem* tax not exceeding seven (7) mills exclusive of all other taxes which may be levied by Columbus. Consequently, the payment obligation of Columbus under this Second Amendment to Contract is an extraordinary expense, not subject to the nine (9) mill *ad valorem* tax limitation contained in Section 7-102 of the Columbus Charter. In the validation proceedings for the Series 2023 Certificates in the Superior Court of Muscogee County, Columbus will request the Court to rule that such a classification is proper and that such contractual obligations are not subject to the nine (9) mill limitation.

Section 4. <u>Mutual Agreements</u>. The Authority and Columbus mutually agree as follows:

(a) The Authority shall pay the Debt Service on the Certificates as the same become due and payable. The money to be received by the Authority from Columbus pursuant to this Second Amendment to Contract for the payment of Debt Service, as well as the Gross Revenues of the Health Care System otherwise obtained, have been irrevocably pledged to the payment of the Debt Service on the Certificates as the same becomes due and payable.

(b) After the issuance of the Series 2023 Certificates, the Authority from time to time may issue additional Parity Certificates provided that all conditions of Section 509 of the 2023 Resolution are satisfied, including specifically the entering into of an amendment to this Second Amendment to Contract or a new contract. Columbus has made no commitment to the Authority relating to the issuance of Parity Certificates and shall be under no compulsion to amend this Second Amendment to Contract or execute a new contract to permit such issuance.

(c) The term "**indigent**" as used herein shall be construed to mean such persons living in Columbus as shall be certified by Columbus or determined by the Authority as being entitled to receive the nursing and personal care home services of the Health Care System. The services and facilities of the Health Care System hereinbefore referred to is construed to mean the usual care rendered to patients in a nursing home or personal care home, including food, general nursing care and supervision (but not a special nurse), use of the usual and customary out-patient clinical services and facilities, medicine, and drugs. All other services, facilities, and materials not specifically enumerated above shall constitute extras and be accounted and paid for accordingly.

(d) The provisions of the Hospital Authorities Law are incorporated herein as a part hereof as though fully set forth herein verbatim.

(e) Nothing set forth herein shall prevent the Authority from entering into a lease or management agreement or similar arrangement with respect to the Health Care System, or effecting a reorganization or restructuring, all as contemplated by the 2023 Resolution, so long as the conditions set forth in the 2023 Resolution relating thereto are complied with, and no such

Second A	mondmont to	Contract
	- Page 150 -	

agreement, arrangement, reorganization or restructuring shall affect the validity of this Second Amendment to Contract or the obligation of Columbus to make the payments provided for hereunder.

(f) While this Second Amendment to Contract is between the parties hereto, it is acknowledged that the holders of the Series 2023 Certificates and the holders of the Series 2018 Certificates have an interest herein and are third-party beneficiaries of this Second Amendment to Contract, and the parties hereto covenant for the benefit of said holders that this Second Amendment to Contract cannot be modified or amended in any particular which would in any respect adversely affect the rights of any such holders; provided, however, this Second Amendment to Contract may be amended by increasing the obligation of Columbus to make payments so as to permit the issuance of Parity Certificates in accordance with Section 509 of the 2023 Resolution, in which event the holders of the Parity Certificates also shall have an interest herein and shall be third-party beneficiaries of this Contact, but no such amendment may decrease the payments to be made with respect to the Certificates.

(g) All provisions of the 2013 Contract and First Amendment to Contract which are not in conflict with this Second Amendment to Contract are hereby ratified and reaffirmed.

(h) Should any phrase, clause, sentence, or paragraph herein contained be held invalid or unconstitutional, it shall in nowise affect the remaining provisions of this Second Amendment to Contract, which said provisions shall remain in full force and effect.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Second Amendment to Contract to be executed in duplicate as of the day and year first above written.

COLUMBUS, GEORGIA

(SEAL)

By: <u>Mayor</u>

Attest: ____

Clerk of Council

Sworn to and subscribed before me this _____ day of _____, 2023.

APPROVED AS TO LEGAL FORM:

Notary Public

(NOTARY SEAL)

Clifton C. Fay, City Attorney

HOSPITAL AUTHORITY OF COLUMBUS, GEORGIA

(S E A L)

By: ______ President

Attest: ______ Secretary

Sworn to and subscribed before me this _____ day of _____, 2023.

Notary Public

(NOTARY SEAL)

Second A	mondmont to	o Contract
	- Page 152 -	

5. A Resolution adopting a revised City Vehicle / Car Allowance Policy (Request of Council)

A RESOLUTION

NO. _____

WHEREAS, the City Council Car Policy Committee recommended, and this Council adopted a City Vehicle / Car Allowance Policy pursuant to Resolution No. 222-19 on August 13, 2019 which became effective on January 1, 2020; and

WHEREAS, the full Columbus Council has reconsidered certain issues with respect to allowing take home cars out of State and directed that a revised City Vehicle/Car Allowance Policy be presented for their adoption.

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

We hereby adopt and approve the attached City Vehicle/ Car Allowance Policy. This Policy shall become effective as of July 11,2023. Any prior policy in conflict with the new City Vehicle / Car Allowance Policy is hereby rescinded and superseded by adoption of this resolution.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 25^{th} day of July, 2023 and adopted at said meeting by the affirmative vote of ___ members of Council.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the 11th day of July 2023

and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

Sandra T. Davis,

B.H. "Skip" Henderson,

Clerk of Council

Mayor

The following Policy shall apply to all employees of the Columbus Consolidated Government who are assigned a city-owned vehicle or who receive a car allowance to compensate them for providing their own transportation while on city business. This Policy shall become effective as of July 11, 2023. This policy repeals and replaces the Cit Vehicle/ Car Allowance Policy which was adopted by Council on August 13, 2019 and became effective on January 1, 2020. The City Council Car Policy Committee shall periodically, and at least annually, review the policy, and make recommendations for changes to the full City Council.

- Public Safety employees who are assigned a city-owned automobile may drive the vehicle to and from work to his or her private residence if the residence is located in Muscogee, Harris, Talbot or Chattahoochee counties, Georgia or in Russell, Lee, Macon, Bullock and Barbour County in Alabama.
- 2. General Government employees who are assigned city-owned vehicles which may require a response to an emergency situation (i.e. loss of internet connection at individual fire stations, etc.) during the employee's off duty hours may drive the vehicle to and from work to his or her private residence if the residence is located in Muscogee, Harris, Talbot or Chattahoochee counties, Georgia or in Russell, Lee, Macon, Bullock and Barbour County, Alabama.
- 3. City-owned vehicles may also be driven to residences located in Georgia and Alabama under the following conditions:
 - a. If the state or federal agency which oversees a local agency of the Columbus Consolidated Government requires a specific response time in the event of incidents at or involving the local agency, the vehicle may be driven to a residence in Muscogee, Harris, Talbot or Chattahoochee counties, Georgia or Russell, Lee, Macon, Bullock and Barbour County, Alabama. upon approval by the applicable Department Head or Elected Official.
 - b. Written notification to the Director of Public Safety shall be required when assigning a vehicle for this purpose.
- Public Safety and General Government employees who take their City owned vehicle out of the state, must sign the attached ACKNOWLEDGMENT OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR OUT-OF-STATE USE OF CCG-OWNED MOTOR VEHICLE.

- 5. The above listed policies do not apply to Public Safety officers who, in the active performance of duties, are involved in travel across state lines, to include investigations, police pursuits, support of mutual aid agreements, and traffic enforcement. Such travel is permitted with proper notification to the Public Safety agency, which can be accomplished through the 911 Center.
- 6. In the event a Public Safety officer must travel out of the state of Georgia on official business (i. e. to transport a prisoner or to interview a witness), such travel may be accomplished in a city-owned vehicle upon written notification by the head of the agency to the Director of Public Safety.
- 7. All employees who are issued city-owned vehicles are responsible for the periodic maintenance and upkeep of the vehicle. In the event an employee is found to be negligent in maintaining a vehicle, the employee will be subject to disciplinary action as determined by the City Manager.
- 8. The pre-operational checklist provided with each city-owned vehicle shall be completed by every driver each day a vehicle is driven on city business. Failure to complete the checklist may result in discipline of the employee up to and including denial of future use of city vehicles. It is the responsibility of the department head to ensure the compliance with this policy.
- 9. Employees within departments that are on call for a specific time period during each month may be authorized to take the vehicle home only during the time they are on call (i.e. Engineering and Risk Management Investigators). This discretionary approval must be obtained from the City Manager in advance except in an emergency. In case of an emergency or special circumstance, a department head may authorize an employee to temporarily retain a vehicle overnight and/or weekends under certain conditions without prior approval of the City Manager. In the event of an emergency authorization, the City Manager shall be notified no later than the next business day.

Emergency work is defined as necessary work requiring immediate attention for the protection of persons or property and specifically requiring the presence of the employee in a supervisory and/or technical capacity to reduce the emergency.

10. In all cases where written notification of a supervisor is required by this policy, a copy of such notification shall be provided to and maintained by the City Manager in his/her official capacity as the custodian of city property.

- 11. Employees who drive a city-owned vehicle shall participate in an initial training course as provided by the employee's department or agency. If the department or agency does not offer an annual driver refresher course, the employee shall participate in the course provided by the city. Any employee involved in an at-fault accident shall participate in the next available remedial driver course as provided by the city. Failure to participate shall result in loss of driving privileges.
- 12. In instances where an employee regularly requires transportation to complete assigned duties and it is determined that it is not an efficient use of a City-owned vehicle to issue a City car to that employee, at the time of employment or at the request of the employee or supervisor, a determination shall be made regarding the payment of a car. allowance or payment of mileage. The initial determination shall be made by the department head with the final determination made by the Mayor or City Manager as appropriate. After August 1, 2023, the amount of a car allowance shall be determined each year by position during the Budget Cycle and approved by the City Council.

ACKNOWLEDGMENT OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT FOR OUT-OF-STATE USE OF CCG-OWNED MOTOR VEHICLE

I,______, the undersigned employee of the Columbus, Georgia Consolidated Government ("CCG"), being over the age of eighteen (18), request to operate a CCGowned motor vehicle in the State of Alabama and/or some other State outside the State of Georgia.

I fully understand that by operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia, I may cause property damage and/or physical injury to myself or others, including but not limited to serious bodily injury, permanent disability, or death. I am fully aware of the risks and hazards involved with my decision and freely and voluntarily assume all risks, both known and unknown, even if arising from the negligence or alleged negligence of the CCG, its departments, employees, officials, representatives, and/or agents.

I acknowledge and understand that I may be personally liable for any and all claims, demands, judgments, actions and causes of action whatsoever arising out of, or related to any loss, damage or injury that may be sustained by me or others, including, but not limited to, any and all personal injuries and/or property damages resulting from any motor vehicle accidents on public streets or private property, negligence claims, wrongful death claims and any other claims resulting from or related to my operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia.

I further acknowledge and understand that the CCG, its departments, employees, officials, representatives, and agents <u>will not</u> indemnify or defend me from any loss, liability, damage or costs, including court costs and attorneys' fees, resulting from or related to my voluntary operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia.

I HAVE READ THIS ACKNOWLEDGMENT OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THE TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Signed on this _____day of ______, 20____.

Printed Name

X Signature

6. A Resolution authorizing the City Manager to engage a healthcare consultant, using legally required procurement processes, to assist with formulation of plans for an indigent/inmate care program to serve the residents of Muscogee County, to include providing advice with regard to a more positive renaming of the program and reimbursement for services already provided in FY 23 and FY 24. (Councilor Davis)

A RESOLUTION NO.

WHEREAS, the previous 30-year Contract with the Medical Center Hospital Authority expired on June 30, 2022; and

WHEREAS, the Columbus Consolidated Government FY23 and FY 24 Budgets each include included a levy of 2.5 mills and 2.2 mills respectively for Indigent Health Care and Inmate Health Care purposes; and

WHEREAS, RFP No.23-0009 was issued and four bids were received in accordance with the procurement process; and

WHEREAS, at its meeting on June 27, 2023, Council rejected any and all bids received in response to RFP No. 23-0009; and

WEHREAS, this Council desires to engage a healthcare consultant, in accordance with legally required procurement processes, to assist with the formulation and possible renaming of plans for an indigent/inmate care plan for the future and to provide advice concerning claims reimbursement, for services already provided during FY 23 and FY 24.

THEREFORE, THE COLUMBUS COUNCIL NOW HEREBY RESOLVES AS FOLLOWS:

We hereby authorize the City Manager to engage a healthcare consultant, using legally required procurement processes, to assist with formulation of plans for an indigent/inmate care program to serve the residents of Muscogee County, to include providing advice with regard to a more positive renaming of the program and reimbursement for services already provided in FY 23 and FY 24. Any such consultant may be paid from funds appropriated for indigent/inmate care by the Columbus Council.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 25th day of July, 2023 and adopted at said meeting by the affirmative vote of _____ members of Council.

Councilor Allen voting Councilor Barnes voting Councilor Begly voting Councilor Cogle voting Councilor Crabb voting Councilor Davis voting

	 	 <u> </u>
		 ·

- Page 161 -

Councilor Garrett voting Councilor Huff voting Councilor Thomas voting Councilor Tucker voting

•

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

1. Risk Management Donations for Risk and Safety Day Community Event

Approval is requested to accept financial donations from businesses and organizations to be used to host a Risk and Safety Day Community Event.

Columbus Consolidated Government Council Meeting Agenda Item

TO:	Mayor and Councilors	
AGENDA SUBJECT:	Risk Management Donations for Risk and Safety Day Community Event	
AGENDA SUMMARY:	Approval is requested to accept financial donations from businesses and organizations to be used to host a Risk and Safety Day Community Event.	
INITIATED BY:	Risk Management	

<u>Recommendation</u>: Approval is requested to accept financial donations from businesses and organizations to be used to offset the cost of hosting a full-day Risk and Safety Day Community Event at the Columbus Civic Center.

Background: The Risk Management Division was awarded a grant to hire one intern that will plan, promote, and network with various departments to develop a "Risk and Safety Day" community event. This event will be free to the citizens of Columbus to promote safety within our community. Each department will focus on a specific topic of safety including water safety, fire safety, pedestrian crossings, bus safety, etc. Receiving donations will aid in this event being a success for the entire community.

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

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

Projected Annual Fiscal Impact Statement: None is expected.

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

<u>Recommendation</u>: Approval is requested to accept financial donations from businesses and organizations to offset the cost of presenting a Risk and Safety Day Community Event.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE CITY TO APPROVE AND ACCEPT FINANCIAL DONATIONS FROM EXTERNAL ORGANIZATIONS AND BUSINESSES TO OFFSET THE COSTS OF HOSTING A FREE RISK AND SAFETY COMMUNITY EVENT.

WHEREAS, the Columbus Consolidated Government is requesting approval to receive financial donations from businesses and organizations to offset the costs of presenting a Risk and Safety Day Community Event.

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

We hereby authorize the City Manager, Risk Manager, Finance Director, and their representatives to accept financial donations from businesses and organizations for the purpose of offsetting the costs of presenting a Risk and Safety Day Community Event.

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 25th day of July 2023 and adopted at said meeting by the affirmative vote of ten members of said Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

2. Columbus Police Department: Donation

Approval is requested to accept a donation in the amount of \$25 given in support of the Columbus Police Department and Special Olympics Georgia.

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Columbus Police Department: Donation
AGENDA SUMMARY:	Approval is requested to accept a donation in the amount of \$25 given in support of the Columbus Police Department and Special Olympics Georgia.
INITIATED BY:	Columbus Police Department

<u>Recommendation</u>: Approval is requested to accept one donation in the amount of \$25 given in support of the Columbus Police Department and the Special Olympics Georgia.

Background: The Columbus Police Department has long been a supporter of Special Olympics Georgia. This organization provides year-round sports training and athletic competition for children and adults with intellectual disabilities. Their goal is to help bring persons with intellectual disabilities into the larger society under conditions whereby they are accepted, respected, and given the chance to become useful and productive citizens. The Police Department has fundraisers throughout the year for the sole purpose of donating to this worthwhile cause.

<u>Analysis:</u> The Columbus Police Department will deposit the cash in accordance with policy and maintain records and receipts accordingly.

Financial Considerations: The donated funds are for the Columbus Police Department on behalf of Special Olympics Georgia and will be placed within the Department's designated Donation fund.

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

<u>Recommendation/Action</u>: Approval is requested to accept one financial donation in the amount of \$25 given in support of the Columbus Police Department and Special Olympics Georgia.

A RESOLUTION

NO.

- Page 167 -

Item #2.

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF DONATED FUNDS IN THE AMOUNT OF \$25.00 FROM AN ANONYMOUS DONOR ON BEHALF OF THE COLUMBUS POLICE DEPARTMENT AND SPECIAL OLYMPICS GEORGIA.

WHEREAS, the Columbus Police Department is requesting the acceptance of this donation to be given to Special Olympics Georgia; and,

WHEREAS, fundraisers were conducted, and this donation is a result of that cause; and,

Item #2.

WHEREAS, this generous donation will be given to Special Olympics Georgia along with other funds previously raised.

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

The acceptance of donated funds for the Columbus Police Department on behalf of Special Olympics Georgia.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

A. Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and Its Board (Annual Contract) – RFP No. 23-0016

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	A. Advisory and Consulting Services for the Columbus Consolidated Government 457 Deferred Compensation Plan and Its Board (Annula Contract) – RFP No. 23-0016
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of a contract with AndCo Consulting, LLC (Winter Park, FL) to provide professional advisory and investment consulting services for the Columbus Consolidated Government's 457 Deferred Compensation Plan.

AndCo Consulting, LLC will provide the following services to the Plan Sponsor:

- Provide Plan Sponsor and/or DCP Board with general information relating to the 457 Deferred Compensation Plan.
- Review and analyze service providers' performance. Review and analyze service providers' quarterly and annual reports.
- Provide Plan Sponsor and/or DCP Board with regular updates on developments related to Plan's investments, relevant regulatory issues, including information on legislative, Department of Labor, and IRS matters of relevance to retirement benefits' plans.
- Provide general information to the Plan Sponsor and/or DCP Board, as applicable, relating to investment concepts such as risk and return, diversification, dollar cost averaging or different rates of return per asset class.
- Provide Plan Sponsor and/or DCP Board with generalized orientation and education opportunities on various asset allocation models as requested by Board members and staff.
- Assist Plan Sponsor and/or DCP Board with service-related issues with 457 service providers for the Plan.
- Assist Plan Sponsor and/or DCP Board with objective performance analysis reporting of investments utilized by Plan versus benchmarks and/or peer group.
- Assist Plan Sponsor and/or DCP Board with review of fees and overall Plan effectiveness including overall expenses.
- Help Plan Sponsor and/or DCP Board to evaluate the investment choices for the Plan by assisting with the assessment of investment alternatives proposed by service providers as applicable.
- Ensure service providers' compliance with Columbus Consolidated Government's adopted Plan Document.
- Assist Plan Sponsor and/or DCP Board by participating in periodic DCP Board meetings to present investment performance reporting assessment(s) and to provide consultative and advisory services.
- Provide Plan Sponsor and/or DCP Board with consultation on evaluation of service provider alternative(s).
- Assist Plan Sponsor and/or DCP Board with implementation and transition to new service provider(s).

Contract Term

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

Annual Contract History:

The previous contract was awarded on November 8, 2016 (Resolution No. 400-16) to AndCo Consulting, LLC (formerly The Bogdahn Group) (Orlando, FL).

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on April 18, 2023. This RFP has been advertised, opened, and reviewed. Two (2) proposals were received from the following vendors:

AndCo Consulting, LLC (Winter Park, FL)

Raymond James & Associates (Columbus, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS			
Description	Date	Agenda/Action	
Pre-Evaluation Meeting	05/04/2023	The Purchasing Manager advised evaluation committee	
		members of the RFP rules and process and the project	
		manager provided an overview.	
		Proposals were disbursed to each committee member for	
		review. Committee members provided availability for 1 st	
		Evaluation meeting.	
		Committee discussed proposals from both vendors. No	
First Evaluation Meeting	05/18/2023	additional clarifications were requested in regard to proposals.	
Thist Evaluation Weeting	03/16/2023	Committee asked that Best and Final Offer be requested from	
		both vendors.	
Vendor Letters	05/23/2023	Best and Final Offer letters were sent to both vendors.	
		Best and Final Offers were received from both vendors and	
Vendor Responses	05/25/2023	were forwarded to the Committee. Voting members stated	
		they were ready to complete evaluation forms.	
Evaluation Forms Sent to	05/26/2023	Evaluation forms were forwarded to voting committee	
Committee	03/20/2023	members.	
Completed Evaluation	06/02/2023	The last of the Evaluation forms were completed and returned	
Forms Received	00/02/2023	to Purchasing for compilation results.	
Evolution Desults 06/20/2		Evaluation results were sent to the Evaluation Committee	
Evaluation Results	06/30/2023	members for review.	
Recommendation received	06/30/2023	Via email, the committee members unanimously voted to	
Recommendation received	00/30/2023	recommend award to AndCo Consulting, LLC.	

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee, which consisted of (1) voting member from Synovus Trust Company, N.A., (1) voting member from the Human Resources Department, and (1) voting member from the Finance Department.

A representative from the Fire/EMS Department and a representative from the Human Resources Department served as alternate voters.

- Page 171 -

A representative from the Human Resources Department and a representative from the Finance Department served as non-voting advisors.

Award Recommendation:

The evaluation committee deemed the proposal from AndCo Consulting, LLC most responsive to the RFP specifications, as reflected by the comments below:

- The Columbus Consolidated Government already has an excellent working relationship with AndCo. They are very familiar with our plan and with our current 457 Compensation provider, and with the Legacy Plan provider as well. This is the only business that they are involved in, and they have no other parent or affiliated companies.
- I like the process AndCo has for analyzing each of its clients' investment policy. They have established a detailed step-by-step guideline to develop and improve investment policies and objectives. I also like how they offer participant educational programs to address investment structure, glidepaths and retirement income sources. They believe communication and education are essential.
- I like their experience and qualifications in working with governmental plans.

Vendor Experience/Qualifications:

- AndCo Consulting, LLC was established in 2000 providing independent institutional investment advisory and retirement plan consulting services.
- AndCo Consulting, LLC is structured to be able to consult and advise on any institutional pool of assets. They provide these services for several different types of institutional plans including those sponsored by public and government entities, public and private educational institutions, unions, endowments, foundations, corporations, hospitals, healthcare systems, self-insurance funds, etc.
- AndCo Consulting, LLC is structured as a Limited Liability Company and is 100% employee managed and operated.
- AndCo Consulting, LLC has no parent or affiliated companies.
- AndCo Consulting, LLC advises approximately \$90.7 billion of assets as of December 31, 2022.
- AndCo Consulting, LLC has achieved an annualized client retention rate of approximately 99% and has grown to over 700 clients nationwide since the firm's inception.
- AndCo Consulting, LLC has client relationships all over the United States along with Bermuda and Canada.

Client Work History:

- *Walworth County Human Resources Department* (*Elkhorn, WI*) Full-service retainer defined contribution consulting services.
- *Columbus Consolidated Government* (*Columbus, GA*) Full-service retainer defined contribution consulting services.
- *City of Kaukauna* (*Kaukauna*, *WI*) Full-service retainer defined contribution consulting services.

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 budgeted each fiscal year for this ongoing expense: General Fund -Human Resources – Emproyee Benefits – Consulting; 0101-220-2100-BENE-6315.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH THE ANDCO CONSULTING, LLC (WINTER PARK, FL), TO PROVIDE PROFESSIONAL ADVISORY AND INVESTMENT CONSULTING SERVICES FOR THE COLUMBUS CONSOLIDATED GOVERNMENT'S 457 DEFERRED COMPENSATION PLAN.

WHEREAS, an RFP was administered (RFP No. 23-0016) and two (2) proposals were received; and,

WHEREAS, the proposal submitted by AndCo Consulting, LLC met all proposal requirements and was evaluated most responsive to the RFP; and,

WHEREAS, the term of this contract shall be for two (2) years, with the option to renew for three (3) consecutive twelve-month periods. Contract renewal will be based upon the vendor's service during the previous contract term and will be contingent upon the mutual agreement of the City and the Contractor.

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

That the City Manager is hereby authorized to enter into a contract with AndCo Consulting, LLC to provide professional advisory and investment consultant services. Funds are budgeted each fiscal year for this ongoing expense: General Fund -Human Resources – Employee Benefits – Consulting; 0101-220-2100-BENE-6315.

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

Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

B. Concrete Pipe (Annual Contract)

Columbus Consolidated Government Council Meeting

July 25, 2023

Agenda Report #_____

TO:	Mayor and Councilors
SUBJECT:	Purchase Authorizations
INITIATED BY:	Finance Department

It is requested that Council approve the purchase of concrete pipe from Foley Products Company, LLC (Columbus, GA) for the estimated annual contract value of \$95,006.10.

The concrete pipe supplies will be purchased by the Public Works Department on an "as needed" basis and used for the repair and maintenance of storm drains. Supplies will include T&G Class #3 pipe of various sizes, wing type slab, and precast manholes, manhole covers and riser pipes.

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

Bid specifications were posted on the web page of DemandStar, the Purchasing Division, and the Georgia Procurement Registry. The bid was originally due May 10, 2023; however, only one bid was received. Per the Procurement Ordinance, the Purchasing Division performed due diligence by contacting multiple vendors to encourage more competition and disclose why they did not bid. The vendors that responded were either too far away to meet delivery requirements or not interested in an annual contract. Consequently, the one bid received was opened June 12, 2023. This bid has been advertised, opened, and reviewed. The bidder was:

		Foley Products Company, LLC (Columbus, GA)	
Description	Estimated Quantity	Unit Cost	Total Cost
1. 15" T&G CLASS #3	80	31.00	2,480.00
2. 18" T&G CLASS #3	80	35.94	2,875.20
3. 24" T&G CLASS #3	80	52.96	4,236.80
4. 30" T&G CLASS #3	80	76.08	6,086.40
5. 36" T&G CLASS #3	80	99.68	7,974.40
6. 48" T&G CLASS #3	80	170.78	13,662.40
7. WING TYPE SLAB (TOP-GDOT)	10	2,462.40	24,624.00
8. 42" CLASS #3 RCP	80	128.08	10,246.40

Item #B.

9. 28" HDPE CORRUGATED SINGLE WALL PIPE	10	No bid	0
10. COUPLINGS	10	No bid	0
11. PRECAST CONCRETE MANHOLES (48 IN) (0-6' DEEP)	10	1,628.53	16,285.30
12. MANHOLE COVERS	10	485.00	4,850.00
13. RISER PIPES (48" dia per vert ft)	10	168.52	1,685.20
TOTA ANNUAL CON		\$95,006.10	

Funds are budgeted each fiscal year for this ongoing expense: Various Departments within Public Works - 6728.

A RESOLUTION

NO.

A RESOLUTION AUTHORIZING THE ANNUAL CONTRACT FOR THE PURCHASE OF CONCRETE PIPE FROM FOLEY PRODUCTS COMPANY, LLC (COLUMBUS, GA) FOR THE ESTIMATED ANNUAL CONTRACT VALUE OF \$95,006.10.

WHEREAS, the concrete pipe supplies will be purchased by the Public Works Department on an "as needed" basis and used for the repair and maintenance of storm drains. Supplies will include T&G Class #3 pipe of various sizes, wing type slab, and precast manholes, manhole covers and riser pipes; and,

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

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

That the City Manager is hereby authorized to purchase concrete pipe from Foley Products Company (Columbus, GA) on an "as needed" basis, for the estimated annual contract value of \$95,006.10. Funds are budgeted each fiscal year for this ongoing expense: Various Departments within Public Works - 6728.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the_____ day of _____, 20_____ and adopted at said meeting by the affirmative vote of ______ members of said

Council.

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

C. Feasibility Study for Additional Holes at Oxbow Creek Golf Course – RFP No. 23-0034

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors	
AGENDA SUBJECT:	Feasibility Study for Additional Holes at Oxbow Creek Golf Course – RFP No. 23-0034	
INITIATED BY:	Finance Department	

It is requested that Council authorize the execution of a contract with National Golf Foundation Consulting, Inc. (Jupiter, FL) for a feasibility study for nine additional holes at Oxbow Creek Golf Course.

Since 2019, CCG golf courses have experienced growth in rounds played and revenues. National Golf Foundation Consulting, Inc. will conduct a study to assess the feasibility and success of constructing nine additional holes at Oxbow Creek Golf Course. The resulting report will be comprehensive; identify opportunities; address the level of likely support from the local and surrounding markets; and include a recommended course of action regarding the additional nine holes.

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on March 20, 2023. This RFP has been advertised, opened and evaluated. Two proposals were received on May 12, 2023 from the following vendors:

National Golf Foundation Consulting, Inc. (Jupiter, FL)

Sirius Golf Advisors, LLC (Midland, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS			
Description	Date	Agenda/Action	
Pre-Evaluation Meeting	05/26/23	The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the project manager provided an overview. Proposals were disbursed to each committee member to review.	
1 st Evaluation Meeting	06/08/23	Committee members discussed the proposals and determined that clarifications were not required from either firm.	
Evaluation Forms Sent	06/09/23	Evaluation forms were forwarded to voting committee members.	

Evaluation Forms Returned	06/16/23	The final set of evaluation forms were returned to the Purchasing Division.
Evaluation Results	06/25/23	The Purchasing Division compiled the evaluation scores and comments, which were then forwarded to the Evaluation Committee members for review.
Award Recommendation	07/05/23	With a vote of 2-to-1, the voters recommended award to the highest scoring firm of National Golf Foundation Consulting, Inc.

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee, which consisted of two voting members from the Golf Authority and one voting member from the Planning Department.

An additional representative from the Golf Authority and a representative from the Planning Department served as alternate voters.

Award Recommendation:

The voting committee members recommend awarding the contract to the highest-scoring firm of National Golf Foundation Consulting, Inc. for the following reasons:

- The vendor has worked with the Georgia Department of Natural Resources on numerous state park golf courses and is on call for the United States Aire Force.
- National Golf Foundation Consulting, Inc. has significant resources and the ability to complete the project thoroughly and timely.
- The vendor's proposed cost is fair.

Vendor's Experience/Qualifications:

- National Golf Foundation Consulting, Inc. is a Delaware corporation, with its main office in Jupiter, Florida and has been in business for 35 years as a subsidiary of National Golf Foundation.
- The vendor has conducted more than 950 assignments throughout North America, plus Europe, Asia, the Caribbean, and South America, including 555 municipal consulting projects.
- National Golf Foundation has approximately 3,500 members representing every facet of the industry public and private golf facilities; architects; developers and builders; companies offering specialized services to the golf industry; national, regional, state and local golf associations; instructors, schools, and individuals.
- Below are the three most recent projects completed by the firm.
 - <u>City of Palm Beach Gardens, FL</u> Evaluated the feasibility of adding nine holes to the existing 18-hole at Sandhill Crane Golf Club.
 - <u>City of Del Rio, TX</u>

March 2021 – May 2021

Item #C.

Through the golf course architect of Finger Dye Spann, Inc., the City of Del Rio retained National Golf Foundation Consulting to evaluate the feasibility of renovating and expanding the City's 9-hole San Felipe Springs Golf Course.

<u>Mohegan Sun Tribe (Baltic, CT</u>)
 May 2016 – July 2016
 Evaluated the feasibility of a protentional 9-hole addition to the 18-hole Mohegan
 Sun Golf Club.

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 in Oxbow Creek Golf Course Fund –Oxbow Creek Pro Shop – Consulting; 0756-640-2100-OCPS-6315.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH NATIONAL GOLF FOUNDATION CONSULTING, INC. (JUPITER, FL) FOR A FEASIBILITY STUDY FOR NINE ADDITIONAL HOLES AT OXBOW CREEK GOLF COURSE.

WHEREAS, an RFP was administered (RFP No. 23-0034) and two proposals were received; and,

WHEREAS, the proposal submitted by National Golf Foundation Consulting, Inc. met all proposal requirements and was evaluated most responsive to the RFP.

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

That the City Manager is hereby authorized to execute a contract with National Golf Foundation Consulting, Inc. (Jupiter, FL) for a feasibility study for nine additional holes at Oxbow Creek Golf Course. Funds are available in Oxbow Creek Golf Course Fund –Oxbow Creek Pro Shop – Consulting; 0756-640-2100-OCPS-6315.

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

Councilor Allen voting	·
Councilor Barnes voting	·
Councilor Begly voting	·
Councilor Cogle voting	·
Councilor Crabb voting	•
Councilor Davis voting	·
Councilor Garrett voting	·
Councilor Huff voting	•
Councilor Thomas voting	•
Councilor Tucker voting	•
-	

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

D. Amendment 9 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20-0002

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Amendment 9 for Construction Manager as General Contractor Services for Columbus Government Center Complex – RFQ No. 20- 0002
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of Amendment 9 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., in the total amount of \$195,051.00 for costs associated with initial demolition and removal of existing furniture at the new Sheriff's Administration Building. The budget for this scope of work aligns with the budgeted amount in the overall budget.

Per Resolution No. 030-20, dated February 11, 2020, Council authorized the execution of a contract with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., for construction manager as general contractor services for the new Government Center Complex. Council further authorized the negotiation of costs for the remaining phases of the project.

Document	Description	Amount
Original Contract	Construction manager as general contractor (CM/GC)	\$ 325,000.00
	for preconstruction services for the Government Center	
	Complex, which included technical review, cost	
	verification, cost evaluation, value engineering,	
	schedule development, and schedule evaluation, in	
	addition to management of the construction.	
Amendment 1	Construction manager as general contractor (CM/GC)	978,000.00
	for preconstruction services for the new courthouse	, , , , , , , , , , , , , , , , , , ,
Amendment 2	Early equipment package for the former Synovus Bank	4,211,609.63
	main office building and parking structure located on	
	Broadway, which will serve as the new Government	
	Center.	
Amendment 3	Guaranteed Maximum Price Amendment for the former	19,288,390.37
	Synovus Bank main office building and parking	
	structure located on Broadway, which will serve as the	
	new City Hall	
Amendment 4	Preconstruction services for the former TSYS Building	58,500.00
	located at 1000 5 th Avenue, which will serve as the	,
	Sheriff's Administration offices and Jail Support	

Amendment 5	Material and Labor for the construction of full-size	77,000.00
	mock-ups of the future Judicial Center courtrooms.	,
Amendment 6	Early Equipment Package for the Muscogee County	703,302.00
	Sheriff's Office Administration Building and generator	
	and parking garage security cameras for City Hall	
Amendment 7	Procurement and installation of back-up generator for	1,427,272.00
	the City Hall project.	
Amendment 8	Procurement and installation of security cameras for the	261,279.00
	parking garage at City Hall	
Amendment 9	Initial Demolition and Furniture Relocation at the new	195,051.00
	Sheriff's Administration Building	
	New Contract Amount	\$27,525,404.00

Funding is available for Amendment 9, as follows: CBA Lease Revenue Bonds/2022C - 2022C CBA Bonds - General Construction - Sheriff Administration Building Renovations; 0569-805-2500-BASO-7661-85110-20230.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 9 WITH GILBANE BUILDING COMPANY (ATLANTA, GA), IN ASSOCIATION WITH FREEMAN & ASSOCIATES, INC. (COLUMBUS, GA), IN THE TOTAL AMOUNT OF \$195,051.00 FOR COSTS ASSOCIATED WITH INITIAL DEMOLITION AND REMOVAL OF EXISTING FURNITURE AT THE NEW SHERIFF'S ADMINISTRATION BUILDING. THE BUDGET FOR THIS SCOPE OF WORK ALIGNS WITH THE BUDGETED AMOUNT IN THE OVERALL BUDGET.

WHEREAS, per Resolution No. 030-20, dated February 11, 2020, Council authorized the execution of a contract with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., for construction manager as general contractor services for the new Government Center Complex. Council further authorized the negotiation of costs for the remaining phases of the project; and,

WHEREAS, Amendment 9 is for costs associated with initial demolition and removal of existing furniture at the new Sheriff's Administration Building.

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

That the City Manager is hereby authorized to execute Amendment 9 with Gilbane Building Company (Atlanta, GA), in association with Freeman & Associates, Inc., in the total amount of \$195,051.00. for costs associated with initial demolition and removal of existing furniture at the new Sheriff's Administration Building. The budget for this scope of work aligns with the budgeted amount in the overall budget. Funding is available for Amendment 9, as follows: CBA Lease Revenue Bonds/2022C - 2022C CBA Bonds - General Construction -Sheriff Administration Building Renovations; 0569-805-2500-BASO-7661-85110-20230.

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

Councilor Allen voting	•
Councilor Barnes voting	·
Councilor Begly voting	·
Councilor Cogle voting	·
Councilor Crabb voting	·
Councilor Davis voting	·
Councilor Garrett voting	·
Councilor Huff voting	·
Councilor Thomas voting	·
Councilor Davis voting Councilor Garrett voting Councilor Huff voting	· · · · · · · · · · · · · · · · · · ·

Councilor Tucker voting

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

E. Amendment 5 for Space Planning and Programming & Design Professional Services for Columbus Consolidated Government Center Project – RFQ No. 20-0001

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Amendment 5 for Space Planning and Programming & Design Professional Services for Columbus Consolidated Government Center Project – RFQ No. 20-0001
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of Amendment 5 with The S/L/A/M Collaborative, Inc., (Orlando, FL), which is formerly CBRE/Heery, Inc., in the amount of \$900,413.00 for design services for an emergency back-up generator at the new City Hall.

Per Resolution No. 384-19, Council authorized the execution of a contract with CBRE/Heery, Inc. for space planning and programming & design services for Phase I of the Government Center Project. Subsequently, Council has authorized amendments for design services at the new City Hall, new Sheriff's Administration Building, and Judicial Center.

The S/L/A/M Collaborative, Inc., will provide professional design services to install an emergency generator at the new City Hall. The generator was not originally part of the scope of the project. The total cost of the design services is \$16,000.00. Council has already approved the construction work associated with the generator via Resolution 154-23.

Amendment 5 includes architectural, interiors, mechanical, electrical, plumbing and fire protection design, construction documents defining the scope of renovations, and construction administration services for the renovation.

Funds are available in Special Projects - Capital Projects Fund - General Fund Supported Capital Projects - General Construction - Generator/Uninterrupted Power Source Replacements; 0508-660-1000-CPGF- 7661-22966-20230.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENT 5 WITH THE S/L/A/M COLLABORATIVE, INC. (ORLANDO, FL), WHICH IS FORMERLY CBRE/HEERY, INC., IN THE AMOUNT OF \$900,413.00 FOR DESIGN SERVICES FOR AN EMERGENCY BACK-UP GENERATOR AT THE NEW CITY HALL.

WHEREAS, per Resolution No. 384-19, Council authorized the execution of a contract with CBRE/Heery, Inc. for space planning and programming & design services for Phase I of the Government Center Project. Subsequently, Council has authorized amendments for design services at the new City Hall, new Sheriff's Administration Building, and Judicial Center.; and,

WHEREAS, The S/L/A/M Collaborative, Inc., will provide professional design services to install an emergency generator at the new City Hall. The generator was not originally part of the scope of the project. The total cost of the design services is \$16,000.00. Council has already approved the construction work associated with the generator via resolution 154-23; and,

WHEREAS, Amendment 5 includes architectural, interiors, mechanical, electrical, plumbing and fire protection design, construction documents defining the scope of renovations, and construction administration services for the renovation.

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

That the City Manager is hereby authorized to execute of Amendment 5 with The S/L/A/M Collaborative, Inc., (Orlando, FL), which is formerly CBRE/Heery, Inc., in the amount of \$900,413.00 for design services for an emergency back-up generator at the new City Hall. Funds are available in Special Projects - Capital Projects Fund - General Fund Supported Capital Projects - General Construction - Generator/Uninterrupted Power Source Replacements; 0508-660-1000-CPGF- 7661-22966-20230.

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

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Councilor Thomas voting Councilor Tucker voting

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

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

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Grounds Maintenance Services (Annual Contract) – RFP No. 23-0013
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of annual contracts with Four Seasons Lawn Care (Columbus, GA) for areas 1, 6 and 8 (as a future option) and with Landscape Workshop Columbus (Columbus, GA) for areas 2, 3, 4, 5, 7 and 9 (as a future option) for routine grounds maintenance services on weekly, monthly and yearly schedules. The Public Works Department budgets approximately \$2,400,000.00 annually for the services.

The Public Works Department manages grounds maintenance sites in nine areas in Muscogee County. These areas enhance the appearance of major road arteries and high visibility areas and improve the quality of life for citizens. The contractors will provide fertilizing, weekly mowing, edging, weed control, irrigation, pruning, mulching, disease and insect control, etc., at the below listed nine areas:

- Area 1: I-185 Interstate Sites
- Area 2: J. R. Allen Parkway/Sam Wellborn Parkway Sites
- Area 3: Downtown/Historic Sites
- Area 4: Inner City Mini-Gateway Sites
- Area 5: Pedestrian and Tourist Sites
- Area 6: Median and Roundabout Sites
- Area 7: Administrative and Recreational Facilities
- Area 8: Resting Gardens/Cemeteries (contingent upon funding availability)
- Area 9: Fire Stations (contingent upon funding availability)

The contract term shall be for two years with the option to renew for three additional twelve-month periods. The contract renewals shall be contingent upon the mutual agreement of the City and the Contractors.

Annual Contract History:

The previous five-year contract was awarded on November 28, 2017 (Resolution No. 401-17) to A Cut Above Landscape Management (Fortson, GA), M. V. Holmes, LLC dba Four Seasons Lawn Care (Columbus, GA) and Villegas Enterprises, Inc. d/b/a Outdoor Solutions (Columbus, GA). The contract was set to expire on May 31, 2022, but at the request of the Public Works Department and in accordance with Article 3-109 (Annual Contracts: Price Agreement and Service Contracts) of the Procurement Ordinance, the contract was extended through June 30, 2023.

RFP Advertisement and Receipt of Proposals:

RFP specifications were posted on the web pages of the Purchasing Division, the Georgia Procurement Registry and DemandStar on November 9, 2022. This RFP has been advertised, opened and evaluated. Six proposals were received on December 30, 2022 from the following vendors:

Four Seasons Lawn Care (Columbus, GA) Landscape Workshop Columbus (Columbus, GA) Columbus in Color, Inc. (Columbus, GA) Express Pressure Washing (McDonough, GA) Villegas Enterprises, Inc. dba Outdoor Solutions (Columbus, GA) Patriot Containers & Services (Columbus, GA)

The following events took place after receipt of proposals:

RFP MEETINGS/EVENTS			
Description	Date	Agenda/Action	
Pre-Evaluation Meeting	03/10/23	The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the project manager provided an overview. Proposals were disbursed to each committee member to review.	
1 st Evaluation Meeting	03/27/23	Committee members discussed the proposals and determined that clarification, as well as pricing for additional sites, was required from the contractors that submitted proposals for certain areas.	
Clarification/Additional Pricing Requested	04/21/23	Requests for clarification were forwarded to the respective contractors for certain areas.	
Clarification/Additional Pricing Received	05/02/23	Clarification and additional pricing responses received and forwarded to the evaluation committee.	
Evaluation Forms Sent	05/03/23	Evaluation forms were forwarded to voting committee members.	
Evaluation Results	05/15/23	Evaluation forms were completed and returned to Purchasing for compilation results, which were then forwarded to the Evaluation Committee members for review.	
2 nd Evaluation Meeting	05/26/23	Committee members discussed the evaluation results and the voting committee members unanimously determined negotiations were required of the two highest scoring contractors.	
Best and Final Offers Requested	06/07/23	Best and final offers were requested from the two highest scoring contractors.	

Best and Final Offers Received	06/13/23	Best and final offers were received from the two highest scoring contractors. The information was forwarded to the evaluation committee.
3 rd Evaluation Meeting	06/20/23	Committee members briefly discussed the best and final offers. After the meeting, the voters submitted their award recommendation; the majority of the voters recommended award to the two highest ranking firms: Four Seasons Lawn Care and Landscape Workshop Columbus.

Evaluation Committee:

The proposals were reviewed by the Evaluation Committee, which consisted of one voting member from the Columbus Fire and EMS Department and two voting members from the Public Works Department.

Two additional representatives from the Public Works Department served as alternate voters and two additional representatives from the Public Works Department served as non-voting advisors.

Award Recommendation:

The majority of the voting committee members recommended awarding the contract to the two highest-ranking contractors for the following reasons.

• Four Seasons Lawn Care

- The service plan and cost proposal were very detailed.
- The vendor has a good work history with Columbus Consolidated Government.
- The vendor listed a lot of [available] equipment. Their repeated phrase of "handle as priority" is much welcomed.
- Qualifications/Experience:
 - The company has provided commercial landscaping services to the Columbus/Phenix City area for over 10 years.
 - The company is currently certified as a pesticide contractor for categories 24, 27 and 41 by the Georgia Department of Agriculture.
 - Four Seasons Lawn Care possesses a current certification as a drug-free workplace by the State Board of Workers' Compensation.
 - *Staff Horticulturist*:
 - Bachelor of Science in Horticulture (Auburn University)
 - Licenses include Alabama Ornamental and Turf Pesticide Applicator (Custodial) and Alabama Setting of Landscaping Plants.
 - Honorable discharge from the United States Navy.
 - Navy Achievement medal for exemplary performance.
 - Foreperson/Quality Control Employee

- Possesses a Georgia Department of Transportation (GDOT) commercial drivers license.
- Is a licensed commercial pesticide applicator.
- 15 years of landscaping experience.
- Below are the last three clients for which the firm has provided similar services:

<u>Columbus Consolidated Government</u> Grounds maintenance services.	2017 - Present
<u>Allen Development Group (Columbus, GA)</u> Grounds maintenance services.	2016 - Present
<u>Greystone Properties</u> Grounds maintenance services.	2014 - Present

• Landscape Workshop Columbus

- The vendor has a great service plan, which is very detailed.
- The vendor has a lot of experience and an impressive client work history.
- The vendor's vehicles and employee uniforms are well identified.
- Qualifications/Experience:
 - Founded in 1984 in Birmingham, AL, Landscape Workshop has over 35 years of landscape experience. Since then, the company has opened 11 additional branch locations, with 700 full-time employees.
 - The company is currently certified as a pesticide contractor for categories 24, and 27 by the Georgia Department of Agriculture.
 - Landscape Workshop possesses a current certification as a drug-free workplace by the State Board of Workers' Compensation.
 - *Staff Horticulturist*:
 - Is currently certified as a commercial applicator for categories 24 and 27 by the Georgia Department of Agriculture.
 - Has 20 years of experience working on the City's Gateway sites.
 - Has been in landscaping services for 25 years.
 - Foreperson/Quality Control Employee
 - Will serve as the account manager.
 - Has been in landscaping services for 25 years.
 - Currently manages the City's JR Allen Parkway sites, Victory Drive sites and other locations.
 - Below are the last three clients for which the firm has provided similar services:

AFLAC (Columbus, GA)

2022 - 2024

Grounds maintenance services for approximately 100 acres, including landscape maintenance, enhancements, irrigation services, turf treatment/pest control, annual color and pine straw installation.

<u>Piedmont Hospitals (Columbus, GA)</u> Full-service contract for Piedmont properties, including the Medical Center, Northside Hospital, John B. Amos Cancer Center and Doctor's Hospital.

<u>Columbus Water Works</u> Landscape maintenance services for approximately 15 large sites of the Columbus Water Works North, South, and Fort Moore properties including irrigation, annual color and turf management. Also provide landscape maintenance services for approximately 90 smaller sites (water tanks, pump stations, boosters, and lift stations).

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

Funds are budgeted each fiscal year for this ongoing expense: Public Works – Landscape and Forestry – Contractual Services; 0203-260-3120-ROWM-6319.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF ANNUAL CONTRACTS WITH FOUR SEASONS LAWN CARE (COLUMBUS, GA) FOR AREAS 1, 6 AND 8 (AS A FUTURE OPTION) AND WITH LANDSCAPE WORKSHOP COLUMBUS (COLUMBUS, GA) FOR AREAS 2, 3, 4, 5, 7 AND 9 (AS A FUTURE OPTION) FOR ROUTINE GROUNDS MAINTENANCE SERVICES ON WEEKLY, MONTHLY AND YEARLY SCHEDULES. THE PUBLIC WORKS DEPARTMENT BUDGETS APPROXIMATELY \$2,400,000.00 ANNUALLY FOR THE SERVICES.

WHEREAS, an RFP was administered (RFP No. 23-0013) and six proposals were received; and,

WHEREAS, the proposals submitted by Four Seasons Lawn Care and Landscape Workshop Columbus were deemed responsive to the RFP, and;

WHEREAS, the contract term shall be for two years, with an option to renew for three additional twelve-month period. The contract renewals will be contingent upon the mutual agreement of the City and the Contractors.

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

That the City Manager is hereby authorized to execute annual contracts with Four Seasons Lawn Care (Columbus, GA) for areas 1 and 6 with the option to add area 8 in the future; and with Landscape Workshop Columbus (Columbus, GA) for areas 2, 3, 4, 5 and 7 with the option to add area 9 in the future for routine grounds maintenance services on weekly, monthly and yearly schedules. The Public Works Department budgets approximately \$2,400,000.00 annually for the services. Funds are budgeted each fiscal year for this ongoing expense: Public Works – Landscape and Forestry – Contractual Services; 0203-260-3120-ROWM-6319.

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

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Councilor Thomas voting Councilor Tucker voting

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

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File Attachments for Item:

G. Legal Representation in Real Estate Matters for the Columbus Consolidated Government (Annual Contract) – RFP No. 23-0018

Columbus Consolidated Government Council Meeting Agenda Item

ТО:	Mayor and Councilors
AGENDA SUBJECT:	G. Legal Representation in Real Estate Matters for the Columbus Consolidated Government (Annual Contract) – RFP No. 23-0018
INITIATED BY:	Finance Department

It is requested that Council authorize the execution of annual contracts with Page, Scrantom, Sprouse, Tucker & Ford, P.C. (Columbus, GA), RS Johnson Legal (Fayetteville, GA), Jarrard & Davis LLP (Cumming, GA), Greenberg Traurig LLP (Atlanta, GA), Parker, Poe, Adams & Bernstein LLP (Atlanta, GA), and Nicolson, Ray & Turner, LLC (Columbus, GA) to provide professional legal services involving land acquisition and disposition, leases, easements, in addition to other general real estate matters required of the Columbus Consolidated Government on a "non-exclusive" and "as needed basis". This award is in the best interest of the City as it will provide the City with a wide group of firms that the City can potentially use in the event of any conflict of interest or other unforeseen situation. The department budgets approximately \$54,000.00 each year for these services.

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

Annual Contract History:

This is a new contract. However, it is a combination of two previous annual contracts: Legal Counsel of Record for the Department of Community Reinvestment, and Legal Services for Real Estate Closings and HOME Program.

RFP Advertisement and Receipt of Qualifications:

On February 16, 2023, RFP specifications were posted on the web page of the Purchasing Division, the Georgia Procurement Registry and DemandStar. This RFP has been advertised, opened and evaluated. Six proposals were received on March 10, 2023, from the following firms:

Page, Scrantom, Sprouse, Tucker & Ford, P.C. (Columbus, GA) RS Johnson Legal (Fayetteville, GA) Jarrard & Davis LLP (Cumming, GA) Greenberg Traurig LLP (Atlanta, GA) Parker, Poe, Adams & Bernstein LLP (Atlanta, GA) Nicolson, Ray & Turner, LLC (Columbus, GA)

The following events took place after receipt of the proposals:

RFP MEETINGS/EVENTS				
Description Date Agenda/Action				
Pre-Evaluation Meeting04/25/23The Purchasing Manager advised evaluation committee members of the RFP rules and process, and the project				

		. Item a
		manager provided an overview. Proposals were distributed
		to each committee member to review.
1 st Evaluation Meeting	05/12/23	The Evaluation Committee discussed each submission and
		determined clarifications were not required.
Evaluation Forms Sent	05/17/23	Evaluation forms were forwarded to the voting committee
		members.
Evaluation Forms Returned	05/26/23	The last set of evaluation forms were completed and
		returned to Purchasing for compilation of results.
Evaluation Results	06/20/23	Evaluation results were forwarded to the committee.
2 nd Evaluation Meeting	07/06/23	The Evaluation Committee discussed evaluation results and
		Voters stated they were prepared to vote.
Award Recommendation	07/06/23	The Voters found all bidders to be responsive and
		unanimously recommended award to all six (6) vendors.

Evaluation Committee:

The proposals were reviewed by members of the Evaluation Committee, which consisted of two voting members from the Planning Department, and one voting member from Community Reinvestment Department.

One representative from the Community Reinvestment Department and one representative from the Planning Department served as alternate voters.

One representative from the Community Reinvestment Department, one representative from the Planning Department, one representative from the Chief Administrator Department, and one representative from the Legal Department served as non-voting advisors.

Award Recommendation:

The voting committee unanimously recommended award to all six responding vendors. All bidders were found to be responsive to the RFP and will be eligible to receive City work.

Vendor Qualifications/Experience:

• Page, Scrantom, Sprouse, Tucker & Ford, P.C.

- Page, Scrantom, Sprouse, Tucker & Ford, P.C. has extensive experience with Municipal, County, State and Federal Law as it pertains to real estate in Georgia. Attorneys are capable of handling all areas of real estate and are experts in the field of Georgia and Federal real estate law, specifically residential real estate closings and structured financed matters with values up to \$1.4 billion.
- Page, Scrantom, Sprouse, Tucker & Ford, P.C. is familiar with City, State and Federal Guidelines concerning Community Economic Development issues and has experience in representing the interests of the Development Authority of Columbus and the Columbus Economic Development Corp. regarding real estate and economic development matters. They also have previously assisted the Housing Authority of Columbus with implementing the Community Development Block Grant (CDBG) funds and related issues.
- Page, Scrantom, Sprouse, Tucker & Ford, P.C. is familiar with condemnation issues, particularly on behalf of the Columbus Consolidated Government. Attorneys have advised the City regarding the enforcement of liens and legality of condemnation actions filed by the State of Georgia through the Georgia Department of Transportation, and also advised regarding condemnations as relating to enforcement of tax liens, demolition liens, easements and other rights. This has resulted in the vendor developing familiarity with Georgia condemnation law.

- Page, Scrantom, Sprouse, Tucker & Ford, P.C. have extensive resources including 34 attorneys of various levels of experience, numerous paralegals, title searchers, and associates to assist on real estate matters. The vendor's office is fully outfitted with updated computer equipment, printers, fax machines and scanning equipment and maintains full-time IT support ensuring the protection of all client data. They also maintain both extensive physical and virtual libraries, and have the ability to conference via Zoom or Microsoft Teams if needed.
- Below are clients serviced by Page, Scrantom, Sprouse, Tucker & Ford, P.C.:
 - W. C. Bradley Co. (Columbus, GA) 1990-Present; Real Estate Legal Services
 - Development Authority of Columbus Georgia (Columbus, GA) 1990-Present; Bond Issues, Real Estate Transactions
 - Housing Authority of Columbus Georgia (Columbus, GA) 1938-Present; Full Service Real Estate
 - Leary & Brown Inc. (Columbus, GA) 2000-Present; Development Work, Closings, etc.
 - Ray M. Wright, Inc. (Columbus, GA) 2000-Present; Real Estate Closings, Development, and Zoning

• RS Johnson Legal, PC

- Amil C. Johnson has been practicing for twenty years in various areas of law including two years as an Assistant County Attorney to the DeKalb County Attorney and three years as an Assistant County Attorney to the Fulton County Attorney. In this role, Mr. Johnson developed the following skills and knowledge:
 - Provided legal resolutions serving the interests of the County through communication with county commissioners, counsel department heads, and lead municipal staff.
 - Evaluated legality of claims using County Policies and Procedures as well as State and Federal law.
 - Developed risk management strategies for department leaders and personnel.
 - Negotiated, drafted, and reviewed RFPs for County government officials, as well as a variety of agreements including government construction and service agreements, confidentiality agreements, and subcontractor agreements.
 - Litigated various civil matters, argued mandamus and certiorari hearings, and mediated County matters.
- Amil C. Johnson served as outside counsel to the Fulton County Attorney's Office, the Fulton County City of Atlanta Land Bank Authority, and the Clayton County Attorney's Office. In this role, Mr. Johnson provided the following services:
 - Litigation services regarding foreclosure rights.
 - Litigation cases regarding commercial and residential tax appeal through arbitration, mediation, negotiation and trial.
 - Employment litigation before the Civil Service Board regarding wrong employee termination claim.
- RS Johnson Legal, PC serves as the preferred Closing Agent for the Clayton County government. The firm manages approximately 300 residential and commercial closings annually which involves the review of contracts, title examinations, etc., and both develops and prepares real estate documents for purchase and sale agreements, easement agreements, leases, lien-related documents, promissory notes and security deeds.
- RS Johnson Legal, PC complies with lenders' financial and title standards. The firm clears and remediates title issues of record, records all conveyance instruments onto the real estate record, and

- Page 204 -

issue title policies in accordance with the Georgia Title Compliance Standards through their underwriter.

- Below are clients serviced by RS Johnson Legal, PC:
 - The Atlanta Development Authority d/b/a Invest Atlanta (Atlanta, GA) September 2021-Present; Legal review of proposed grant awards made under the guidelines of the Federal Resurgence Grant Fund.
 - Clayton County Board of Commissioners (Jonesboro, GA) 01/10/2022 (as needed); Preparing or reviewing all Closing Documents and handling closings for purchase transactions, as well as, examining titles of properties purchased by the County.
 - City of Atlanta / Fulton County Land Bank Authority (Atlanta, GA) 01/04/2009-12/20/2011; Litigation services pertaining to foreclosure right of redemption related to tax sales, engaged in discovery to draft and respond to dispositive motions.
 - Fulton County: County Attorney's Office (Atlanta, GA) 03/01/2011-05/01/2013; Tax Appeal litigation services.
 - Clayton County Attorney's Office (Jonesboro, GA) 05/01/2018-09/01/2018; Served as outside counsel to provide short-term legal counsel and defense against a wrongful termination claim made against the county.

o Jarrard & Davis, LLP

- Jarrard & Davis, LLP was formed in 2001 to provide exclusive service to local government clients. The firm's attorneys are experts in local government contracts, property acquisition and disposal, SPLOST, stormwater, transportation projects, condemnation/eminent domain, zoning and land use, civil rights, ethics, 42 USC § 1983 litigation, open government (Open Meetings/Records Act), human resources and personnel, Federal employment statutes, elections, Service Delivery Strategy, ordinances, and general civil litigation in the local government context.
- Jarrard & Davis LLP has many years of statewide experience with municipal, county, state and federal law impacting all levels of local government, including all manner of community and economic development issues.
- Jarrard & Davis, LLP has partners, associates and paralegals with over 60 years of combined experience. The firm is a fully functioning office with ample clerical and support staff, research capabilities, state-of-the-art office equipment and technology.
- Jarrard & Davis, LLP has practice groups designated for each of the principal local government law needs which allows the firm to call upon a team of lawyers with particularized experience in the applicable subject matter. This provides a streamlined and efficient representation for the client which also translates to cost savings for the client.
- Below are clients serviced by Jarrard & Davis, LLP:
 - Forsyth County, GA (Cumming, GA) March 2001-Present; Manage all real estate acquisition and disposal requirements for the County.
 - *City of Milton, GA (Milton, GA) February 2007-Present; Manage all real estate acquisition and disposal requirements for the City.*
 - Dawson County, GA (Dawsonville, GA) December 2018-Present; Manage all real estate acquisition and disposal requirements for the County.
 - City of Alpharetta, GA (Alpharetta, GA) May 2022-Present; Manage all real estate acquisition and disposal requirements for the City.
 - Jackson County, GA (Jefferson, GA) August 2013-Present; Manage all real estate acquisition and disposal requirements for the County

- Page 205 -

• Greenberg Traurig, LLP

- Greenberg Traurig, LLP has extensive experience with Municipal, County, State and Federal Law as it pertains to real estate in Georgia. The firm's lead attorney for Community and Economic Development issues was an attorney for the U.S. Department of Housing and Urban Development of General Counsel. Her experience in this role includes, but is not limited to:
 - Advising on legal issues related to and implementation of federal housing programs and administration by state, county and municipal agencies;
 - Working with state, county and municipal agencies for representation of private sector companies in real estate acquisitions, dispositions and financings subject to economic incentive programs, such as Georgia's bond-for-title programs;
 - Responding to condemnation offers on behalf of landowners, both government and private sector;
 - Representing debt funds and institutional, alternative and construction lenders in the origination and syndication of mortgage and mezzanine financing secured by multi-family, office, hotel, retail shopping centers and malls and industrial properties;
 - Numerous aspects of real estate work, such as the negotiation of portfolio purchase agreements, multi-property borrower representation, resolution of property owners' association and reciprocal agreement issues, and the negotiation of office leases; and,
 - Representing investment funds and REITs in project and portfolio acquisitions and dispositions.
- Greenberg Traurig, LLP has 2,650 attorneys and 4,600 employees total. The Atlanta, Georgia, office of the firm has 121 attorneys and 240 employees total. Additionally, as a global law firm, the firm has significant technological resources available to its attorneys and staff.
- Below are clients serviced by Greenberg Traurig, LLP:
 - Invesco Real Estate s.r.o.; Representation of Invesco Real Estate, a global real estate investment manager and longtime client, the acquisition of Edison Windward, a project of newly built office buildings in the desirable Atlanta real estate submarket of Alpharetta.
 - Flank Architects; (1) Representation of Flank Architects, in its \$20 million acquisition of an apartment building in Savannah, Georgia, renovated utilizing historic tax credits. (2) Representation of Flank in its \$124M construction loan obtained from Cerberus in connection with the construction and development of Flank's multi use project located on Ann Street in Savannah, Georgia.
 - R&R (US) LP; Representation of R&R REIT in the \$35 million acquisition of a 9-property portfolio of economy extended-stay hotels located in the Kentucky, Georgia, Mississippi, Arkansas, Louisiana, Alabama, Illinois and South Carolina and comprising a total of 1,020 rooms.
 - *RBH Group; Representation of RBH Group as construction counsel, undertaking development of multiple "teacher village" developments, including pursuit of developments in Newark, NJ, Atlanta, GA, and Chicago, IL.*
 - U.S. Bank National Association; Representation of U.S. Bank National Association, as arranger and lead lender, in the documentation and closing of a construction loan to finance, in part, the construction of a subterranean parking garage/podium platform and 12-story office building in Atlanta, Georgia.

• Parker Poe Adams & Bernstein LLP

• Parker Poe has served as counsel to governments and municipalities since the 1950s. The firm's attorneys serve as town attorneys for several municipalities providing assistance to city, town and county attorneys throughout the Southeast.

- Parker Poe provides representation to local governments and municipalities with experience in rearestate transactions, acquisitions and dispositions; pre-condemnation compliance, eminent domain and condemnation litigation; structuring economic and community development projects; representing cities and counties on the issuance of municipal bonds; negotiating and drafting annexation agreements, interlocal agreements, and development agreements; negotiating sports facility deals; negotiating federal, state, and local tax credits; trying property tax appeals throughout the United States; defending cities and counties against alleged police misconduct and other high-stakes litigation at the trial and appellate levels; drafting and revising land use codes and sign ordinances; advising on construction, contracting, and related litigation; advising on and structuring public-private partnerships (P3); developing administrative enforcement procedures and code enforcement; advising on procurement, purchasing, and public bidding requirements; handling zoning, subdivision, and other planning matters; assisting in incorporation efforts; advising on utility and municipal service provisions; counseling on environmental issues; conducting internal investigations and counseling on employment matters and related litigation; handling motions and trials for local governments on land use and zoning, open meetings, and other key issues.
- Parker Poe provides many other comprehensive real estate services such as all facets of: property acquisitions and dispositions; deeds and resolution of deed matters; negotiation, drafting and implementation of easements, right of way negotiations, documentation and implementation; advising on procedures of abandonment and disposition of public roads and procedures for disposition of park properties; development agreements; assembling and subdividing real estate, annexation and de-annexation procedures; advising on permitting, setbacks, environmental issues, wetland restrictions and stream restoration matters; real estate licenses, rights of entry; leasing of property; facility rentals; Georgia Public Works Construction Law; Construction; SPLOST Elections, Referendum, Balloting and Implementation Guidance; real estate financing, property taxation, public-private partnership projects; funding options; real estate litigation; zoning and land use; Tax Allocation Districts (TADs); and intergovernmental agreements, joint use and maintenance agreements.
- Below are clients serviced by Parker Poe Adams & Bernstein LLP:
 - Fulton County School District (Atlanta, GA) 2007-Present; Representation in all real estate matters of every kind and nature, including without limitation deeds, titles, surveys, property acquisitions, dispositions, leases, easements, construction, SPLOST, real estate litigation, condemnation, subdivisions, IGAs, TADS, etc.
 - *City of Stockbridge, GA (Stockbridge, GA) 2021-Present; Representation in real property matters; and pre-condemnation, condemnation/eminent domain.*
 - Atlanta Public Schools (Atlanta, GA) 2011-Present; Representation in all real estate matters of every kind and nature, including without limitation deeds, titles, surveys, property acquisitions, dispositions, leases, easements, construction, SPLOST, real estate litigation, condemnation, subdivisions, IGAs, TADS, etc.
 - MARTA (Atlanta, GA) February 1, 2021-February 1, 2026; Real Property; Construction Matters; Public Transit Issues
 - City of Forest Park, GA (Forest Park, GA) 2021-Present; Pre-condemnation, eminent domain/condemnation matters.

• Nicolson, Ray & Turner, LLC

- Nicolson, Ray & Turner, LLC was formed on January 1, 2011.
- The firm was formerly known as Hudson, Nicolson & Ray, LLC, and their predecessor firm of Thompson, Redmond, Nicolson & Ray. It represented Columbus, Georgia in the acquisition of various parcels of real estate, and in relation to many right of way projects throughout Muscogee County.

- Nicolson, Ray & Turner, LLC concentrates on the areas of residential and commercial real estate haw, wills, probate, estates, and guardianships. The firm has experience with title examinations; preparation of warranty deeds, security deeds, promissory notes, settlement statements; closings, condemnation and issuance of title insurance policies. Further, the firm has extensive experience in real estate law regarding residential and commercial title examinations and closings.
- Nicolson, Ray & Turner, LLC is familiar with Georgia law governing real estate closings, as well as Federal law governing real estate transactions.
- Below are clients serviced by Nicolson, Ray & Turner, LLC:
 - Columbus Consolidated Government (Columbus, GA) 1986-Present; Closing right of way acquisitions, title examination, deed preparation.
 - CHB Acquisition Services, LLC (Warrenton, GA) 2019-2021; Closing right of way acquisitions, title examination, deed preparation.
 - Linda Twiggs, Real Estate Agent (Columbus, GA) 2000-Present; Closing real estate transactions where she was agent.
 - Steven Register, Real Estate Agent (Columbus, GA) 2000-Present; Closing real estate transactions where he was agent.
 - Sandi Green, Real Estate Agent (Columbus, GA) 2000-Present; Closing real estate transactions where she was agent.

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

Funds are budgeted each fiscal year for this ongoing expense: General Fund – Community Reinvestment – Real Estate – Legal Services; 0101-245-2400-REAL-6312 Legal Services. Community Development Block Grant – Various Accounts; Right-of-Way Acquisition, 1999 SPLOST – Various Accounts, Capital Improvement Projects; HOME Program – Various Accounts – General Fund – Real Estate.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING AN AGREEMENT WITH PAGE, SCRANTOM, SPROUSE, TUCKER & FORD, P.C. (COLUMBUS, GA), RS JOHNSON LEGAL (FAYETTEVILLE, GA), JARRARD & DAVIS LLP (CUMMING, GA), GREENBERG TRAURIG LLP (ATLANTA, GA), PARKER, POE, ADAMS & BERNSTEIN LLP (ATLANTA, GA), AND NICOLSON, RAY & TURNER, LLC (COLUMBUS, GA) TO PROVIDE PROFESSIONAL LEGAL SERVICES INVOLVING LAND ACQUISITION AND DISPOSITION, LEASES, EASEMENTS, IN ADDITION TO OTHER GENERAL REAL ESTATE MATTERS REQUIRED FOR THE COLUMBUS CONSOLIDATED GOVERNMENT ON A "NON-EXCLUSIVE" AND "AS NEEDED" BASIS. THIS AWARD IS IN THE BEST INTEREST OF THE CITY AS IT WILL PROVIDE THE CITY WITH A WIDE GROUP OF FIRMS THAT THE CITY CAN POTENTIALLY USE IN THE EVENT OF ANY CONFLICT OF INTEREST OR OTHER UNFORESEEN SITUATION. THE DEPARTMENT BUDGETS APPROXIMATELY \$54,000.00 EACH YEAR FOR THESE SERVICES.

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

WHEREAS, an RFP was administered (RFP No. 23-0018), and six (6) proposals were received; and,

WHEREAS, all proposals submitted met all proposal requirements, and all bidders were deemed responsive to the RFP.

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

That the City Manager is hereby authorized to enter into an agreements with Page, Scrantom, Sprouse, Tucker & Ford, P.C. (Columbus, GA), RS Johnson Legal (Fayetteville, GA), Jarrard & Davis LLP (Cumming, GA), Greenberg Traurig LLP (Atlanta, GA), Parker, Poe, Adams & Bernstein LLP (Atlanta, GA), and Nicolson, Ray & Turner, LLC (Columbus, GA) to provide professional legal services involving land acquisition and disposition, leases, easements, in addition to other general real estate matters required of the Columbus Consolidated Government on a "non-exclusive' and "as needed basis". This award is in the best interest of the City as it will provide the City with a wide group of firms that the City can potentially use in the event of any conflict of interest or other unforeseen situation. Funds are budgeted each fiscal year for this ongoing expense: General Fund – Community Reinvestment – Real Estate – Legal Services; 0101-245-2400-REAL-6312 Legal Services. Community Development Block Grant – Various Accounts; Right-of-Way Acquisition, 1999 SPLOST – Various Accounts, Capital Improvement Projects; HOME Program – Various Accounts – General Fund – Real Estate.

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

Councilor Allen voting

- Page 209 -

Item #G.

Councilor Barnes voting	<u> </u>
Councilor Begly voting	<u> </u>
Councilor Cogle voting	<u> </u>
Councilor Crabb voting	<u> </u>
Councilor Davis voting	<u> </u>
Councilor Garrett voting	<u> </u>
Councilor Huff voting	<u> </u>
Councilor Thomas voting	•
Councilor Tucker voting	<u> </u>

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

H. Declaration of Surplus and Donation of Three Crown Victoria Vehicles To Warm Springs Police Department

Columbus Consolidated Government Council Meeting Agenda Item

ТО:	Mayor and Councilors
AGENDA SUBJECT:	Declaration of Surplus and Donation of Three Crown Victoria Vehicles To Warm Springs Police Department
INITIATED BY:	Finance Department

It is requested that Council declare the following three (3) Crown Victoria Vehicles, from the Police Department, as surplus, in accordance with section 7-501 of the Charter of Columbus Consolidated Government:

VEHICLE	YEAR	MAKE	MODEL	VIN #	MILEAGE
NUMBER					
17596	2009	Ford	Crown Victoria	2FAHP71V99X115203	139,423
17469	2009	Ford	Crown Victoria	2FAHP71V49X101404	129,258
17545	2009	Ford	Crown Victoria	2FAHP71VX9X128090	155,798

and authorize the donation of the vehicles to the Warm Springs Police Department, Warm Springs, Georgia.

Columbus Police Department wishes to donate the surplus equipment to the Warm Springs Police Department to assist with their policing efforts. Although the vehicles no longer service the Columbus Police Department, the vehicles are still useable.

A RESOLUTION

NO._____

A RESOLUTION AUTHORIZING THE DECLARATION OF THE FOLLOWING THREE (3) CROWN VICTORIA VEHICLES, FROM THE POLICE DEPARTMENT, AS SURPLUS, IN ACCORDANCE WITH SECTION 7-501 OF THE CHARTER OF COLUMBUS CONSOLIDATED GOVERNMENT:

VEHICLE	YEAR	MAKE	MODEL	VIN #	MILEAGE
NUMBER					
17596	2009	FORD	CROWN VICTORIA	2FAHP71V99X115203	139,423
17469	2009	FORD	CROWN VICTORIA	2FAHP71V49X101404	129,258
17545	2009	FORD	CROWN VICTORIA	2FAHP71VX9X128090	155,798

AND AUTHORIZE THE DONATION OF THE VEHICLES TO THE WARM SPRINGS POLICE DEPARTMENT, WARM SPRINGS, GEORGIA.

WHEREAS, the Columbus Police Department wishes to donate the surplus equipment to the Warm Springs Police Department to assist with their policing efforts; and,

WHEREAS, although the vehicles no longer service the Columbus Police Department, the vehicles are still useable.

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

That the City Manager is hereby authorized to declare the following three (3) Crown Victoria Vehicles, from the Police Department, as surplus, in accordance with section 7-501 of the Charter of Columbus Consolidated Government:

VEHICLE NUMBER	YEAR	MAKE	MODEL	VIN #	MILEAGE
17596	2009	Ford	Crown Victoria	2FAHP71V99X115203	139,423
17469	2009	Ford	Crown Victoria	2FAHP71V49X101404	129,258
17545	2009	Ford	Crown Victoria	2FAHP71VX9X128090	155,798

and is further authorized to donate the vehicles to the Warm Springs Police Department, Warm Springs, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of ______, 20_____ and adopted at said meeting by the affirmative vote of ______ members of said Council.

Councilor Allen voting ______ Councilor Barnes voting _____

- Page 213 -

Councilor Begly voting	
Councilor Cogle voting	
Councilor Crabb voting	
Councilor Davis voting	
Councilor Garrett voting	
Councilor Huff voting	
Councilor Thomas voting	
Councilor Tucker voting	
•	

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

I. Declaration of Surplus and Donation of Three Crown Victoria Vehicles To City of White Police Department

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Declaration of Surplus and Donation of Three Crown Victoria Vehicles To City of White Police Department
INITIATED BY:	Finance Department

It is requested that Council declare the following three (3) Crown Victoria Vehicles, from the Police Department, as surplus, in accordance with section 7-501 of the Charter of Columbus Consolidated Government:

VEHICLE NUMBER	YEAR	MAKE	MODEL	VIN #	MILEAGE
17565	2009	Ford	Crown	2FAHP71V29X123269	151,818
			Victoria		
17639	2010	Ford	Crown	2FABP7BV4AX101234	115,591
			Victoria		
17588	2009	Ford	Crown	2FAHP71V19X108942	128,526
			Victoria		

and authorize the donation of the vehicles to the City of White Georgia Police Department, White, Georgia.

Columbus Police Department wishes to donate the surplus equipment to the City of White Police Department to assist with their policing efforts. Although the vehicles no longer service the Columbus Police Department, the vehicles are still useable.

NO._____

A RESOLUTION AUTHORIZING THE DECLARATION OF THE FOLLOWING THREE (3) CROWN VICTORIA VEHICLES, FROM THE POLICE DEPARTMENT, AS SURPLUS, IN ACCORDANCE WITH SECTION 7-501 OF THE CHARTER OF COLUMBUS CONSOLIDATED GOVERNMENT:

VEHICLE NUMBER	YEAR	MAKE	MODEL	VIN #	MILEAGE
17565	2009	FORD	CROWN VICTORIA	2FAHP71V29X123269	151,818
17639	2010	FORD	CROWN VICTORIA	2FABP7BV4AX101234	115,591
17588	2009	FORD	CROWN VICTORIA	2FAHP71V19X108942	128,526

AND AUTHORIZE THE DONATION OF THE VEHICLES TO THE CITY OF WHITE GEORGIA POLICE DEPARTMENT, WHITE, GEORGIA.

WHEREAS, the Columbus Police Department wishes to donate the surplus equipment to the City of White Georgia Police Department, White, Georgia, to assist with their policing efforts; and,

WHEREAS, although the vehicles no longer service the Columbus Police Department, the vehicles are still useable.

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

That the City Manager is hereby authorized to declare the following three (3) Crown Victoria Vehicles, from the Police Department, as surplus, in accordance with section 7-501 of the Charter of Columbus Consolidated Government:

VEHICLE NUMBER	YEAR	MAKE	MODEL	VIN #	MILEAGE
17565	2009	Ford	Crown Victoria	2FAHP71V29X123269	151,818
17639	2010	Ford	Crown Victoria	2FABP7BV4AX101234	115,591
17588	2009	Ford	Crown Victoria	2FAHP71V19X108942	128,526

and authorize the donation of the vehicles to the City of White Georgia Police Department, White, Georgia.

Introduced at a regular meeting of the Council of Columbus, Georgia, held the _____ day of ______, 20_____ and adopted at said meeting by the affirmative vote of ______ members of said Council.

- Page 217 -

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

J. Repair of Bulldozer for Public Works Department

Columbus Consolidated Government Council Meeting Agenda Item

то:	Mayor and Councilors
AGENDA SUBJECT:	Repair of Bulldozer for Public Works Department
INITIATED BY:	Finance Department

It is requested that Council approve payment to Yancey Brothers (Fortson, GA), in the amount of \$52,543.28, for the repair of a 2012 Caterpillar D6T XL T4 Bulldozer, Vehicle #11299.

During routine use, the equipment experienced undercarriage failure caused by extensive use over rough terrain at the city landfill. The equipment was sent to Yancey Brothers for diagnosis. Once Yancey diagnosed the vehicle, it was discovered the entire undercarriage and track system suffered extensive damage. The equipment is critical to the day-to-day operations of the landfill; therefore, the Fleet Maintenance Division directed Yancey Brothers to proceed with required repairs.

Yancey Brothers, is the local authorized Caterpillar distributor and repair service dealer. Therefore, the vendor is deemed the only known source per the Procurement Ordinance, Article 3-114.

Funds are available in the FY23 Budget: Paving Fund – Public Works – Repairs and Maintenance – Auto Parts and Supplies; 0203 - 260 - 3110 - REPR - 6721.

A RESOLUTION

NO. _____

A RESOLUTION AUTHORIZING PAYMENT TO YANCEY BROTHERS (FORTSON, GA), IN THE AMOUNT OF \$52,543.28, FOR THE REPAIR OF A 2012 CATERPILLAR D6T XL T4 BULLDOZER, VEHICLE #11299.

WHEREAS, during routine use, the equipment, experienced undercarriage failure caused by extensive use over rough terrain at the city landfill. The equipment was sent to Yancey Brothers for diagnosis. Once Yancey diagnosed the vehicle, it was discovered the entire undercarriage and track system suffered extensive damage; and,

WHEREAS, the equipment is critical to the day-to-day operations of the landfill; therefore, the Fleet Maintenance Division directed Yancey Brothers to proceed with required repairs; and,.

WHEREAS, Yancey Brothers, is the local authorized Caterpillar distributor and repair service dealer. Therefore, the vendor is deemed the only known source per the Procurement Ordinance, Article 3-114.

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

That the City Manager is hereby authorized to make payment to Yancey Brothers (Fortson, GA), in the amount of \$52,543.28, for the repair of a 2012 Caterpillar D6T XL T4 Bulldozer, Vehicle #11299. Funds are available in the FY23 Budget: Paving Fund – Public Works – Repairs and Maintenance – Auto Parts and Supplies; 0203 – 260 – 3110 – REPR – 6721.

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

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

Sandra T. Davis, Clerk of Council

B.H. "Skip" Henderson III, Mayor

File Attachments for Item:

A. City Hall Update - Ryan Pruett, Director, Inspections & Code

City Council Meeting July 25, 2023

COLUMBUS CITY HALL UPDATE



COLUMBUS CITTY HALL Page 23-

Department	Current Location	Relocating to	1 st Day in New Location (Subject to Change _{Item #A.}
Information Technology	5th Floor, Government Center	Development Resource Center - 2nd Floor	Now Open
Finance	5th Floor, Government Center	Development Resource Center - 1st Floor	Now Open
UGA Cooperative Extension	Annex	Development Resource Center - 1st Floor	Now Open
Job Training Division	Annex	Development Resource Center - 2nd Floor	Now Open
Parks & Recreation	Citizen Service Center	Development Resource Center - 2nd Floor	Now Open
Human Resources	East and West Wing Government Center	Human Resources Building - 1st Floor and 2nd Floor	Now Open
Mayor's Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	Now Open
City Manager's Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	Now Open
City Attorney's Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	Now Open
Clerk of Council's Office	6th Floor, Government Center	Development Resource Center - 3rd Floor	Now Open
311 Citizen Services Center	Citizen Service Center	Development Resource Center - 1st Floor	Now Open

PHASE II TIMELINE

- Synovus vacates Executive Building July 31, 2024
- Renovation of Executive Building August 2024 March 2025
- Phase 2 Relocations 2025
 - Mayor's Office 5th Floor of the Executive Building
 - City Manager's Office 4th Floor Executive Building
 - City Attorney's Office 3rd Floor Executive Building
 - Clerk of Council's Office 2nd Floor Executive Building
 - Engineering Department, Inspections & Code Department, Planning Department, Community Reinvestment Department - 3rd Floor Development Resource Center
 - Finance Department-Revenue Division 1st Floor Executive Building
 - Print Shop Basement of Broadway South Building

QUESTIONS

File Attachments for Item:

B. Public Safety Take-Home Vehicles to Alabama - Lauren Vance, Risk Management & Compliance Officer, Risk Management

Take Home Vehicles to Alabama

July 25, 2023

Columbus Consolidated Government





We do amazing.

Columbus Police Department Off-Duty Motor Vehicle Accidents

Date	Location	At-Fault	Gravity	Costs
8/1/20	HWY 27 – Cataula, GA	Yes	Distracted Driver	\$5,379 Legal Fees \$68,563 PD & Med.
4/29/22	Veteran's Pkwy & 12 th St.	Yes	Distracted Driver (four parties/three vehicles)	\$74,877 all cases combined w/ Legal Fees, PD, and Med.
6/23/22	Veteran's Pkwy & 23 rd St.	Yes	Distracted Driver	\$32,962 Legal Fees to date – in litigation
3/13/23	Williams Ct.	Yes	Failure to Yield	\$1,375 Legal Fees – in litigation
4/21/23	N 27 & Miller Rd.	Yes	Failure to Yield	\$6,803 Legal Fees to date – in litigation

Muscogee County Sheriff's Office Off-Duty Motor Vehicle Accidents



Date	Location	At-Fault	Gravity	Costs
11/24/21	3049 Tower Rd.	Yes	*Improper backing	Unknown – RM not notified
5/4/22	Schatulga Rd.	Yes	*Improper turn	Unknown – RM not notified
6/18/22	Armour Rd.	Yes	*Following too close	Unknown – RM not notified
3/12/23	Smiths Station, AL	Yes	*Lost control	Unknown – RM not notified

- Page 230 -

* Single motor vehicle accidents – no other parties involved

Off-Duty Motor Vehicle Accidents

Columbus Fire/EMS	No off-duty accidents
Emergency Management	No off-duty accidents
Muscogee County Prison	No off-duty accidents

Public Safety Departments

Department	Number of Employees	Command Staff	Non-Command Staff
Fire/EMS	6	5	1
Columbus Police Department	45	2	43
Emergency Management	2	2	0
Muscogee County Prison	2	2	0
Muscogee County Sheriff	35	0	35
TOTAL	90 - Page	232 - 11	79

General Government Departments

Department	Number of Employees	Motor Vehicle Accidents
Parks and Recreation	3	No off-duty accidents
TOTAL	3	

Acknowledgement of Liability & Assumption of Risk Agreement

I,_____, the undersigned employee of the Columbus, Georgia Consolidated Government ("CCG"), being over the age of eighteen (18), request to operate a CCG-owned motor vehicle in the State of Alabama and/or some other State outside the State of Georgia.

I fully understand that by operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia, I may cause property damage and/or physical injury to myself or others, including but not limited to serious bodily injury, permanent disability, or death. I am fully aware of the risks and hazards involved with my decision and freely and voluntarily assume all risks, both known and unknown, even if arising from the negligence or alleged negligence of the CCG, its departments, employees, officials, representatives, and/or agents.

I acknowledge and understand that I may be personally liable for any and all claims, demands, judgments, actions and causes of action whatsoever arising out of, or related to any loss, damage or injury that may be sustained by me or others, including, but not limited to, any and all personal injuries and/or property damages resulting from any motor vehicle accidents on public streets or private property, negligence claims, wrongful death claims and any other claims resulting from or related to my operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia.

I further acknowledge and understand that the CCG, its departments, employees, officials, representatives, and agents **will not** indemnify or defend me from any loss, liability, damage or costs, including court costs and attorneys' fees, resulting from or related to my voluntary operation of a CCG-owned motor vehicle in the State of Alabama or any other State outside the State of Georgia.

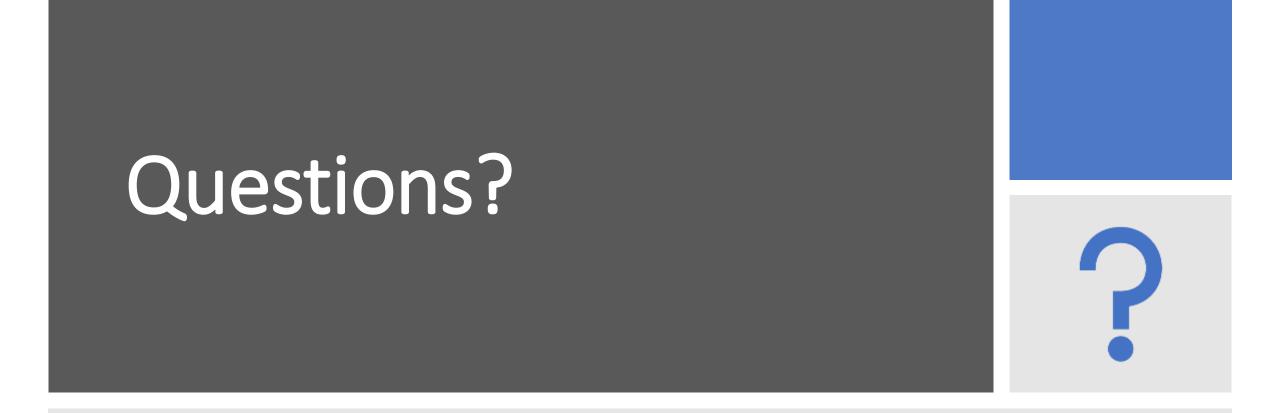
I HAVE READ THIS ACKNOWLEDGMENT OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THE TERMS, AND HAVE SIGNED IT FREELY AND VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

Signed on this ______, 20____.

- Page 234 -

Printed Name

Signature



Item #B

Every dollar spent on property damage, work-related injuries, liability claims, automobile claims, accidents, and insurance premiums are a dollar not spent on services.

- Page 235 -

File Attachments for Item:

C. Indigent Care Update - Pam Hodge, Deputy City Manager, Finance, Planning & Development

Indigent Health Care Update

July 25, 2023

- Page 237 -

Inmate Medical Services

Medical services for inmates at the Jail are contracted out

Outside services are negotiated with the providers by the Jail medical provider

Hospital services have been negotiated at Medicaid rates with Piedmont Hospital (over 800 patient encounters, billed \$725,792, paid \$67,653, balance due \$658,139)

Invoices for outside services are submitted to the Jail medical provider for processing and submitted to the Sheriff's Office for reimbursement

EMTALA

Emergency Medical Treatment and Active Labor Act

- Federal Act passed in 1986
- Requires hospital emergency departments that accept Medicare to provide a screening and stabilize the patient
- Prevents transferring patients that need emergency care except when a transfer is required to stabilize the patient

State of Georgia Indigent Care Trust Fund

Program for hospitals who provide services to indigents to be compensated a percentage of the uncompensated care provided

Every hospital pays into the trust fund

Reporting required to be submitted and reviewed by a consultant of the state

Payment received 3 years after service is provided

Not a reimbursement of claims so it is not comparable to the city's Indigent Health Care Program

Procurement Process

Purchase Limits for a single item/purchase not under annual contract	
Less than \$1,000	No competitive process required
\$1,001 to \$5,000	3 written quotes
\$5,001 to \$24,999.99	Sealed quotations (no formal advertisement)
Over \$25,000	Competitive sealed formal bid process or competitive proposals (formal advertisement)

- Page 241 -

Purchases over \$25,000

Development of Specifications Request for Bids (RFB) Request for Proposals (RFP)

Formal advertisement

Notice at least 15 business days before the due date

Bids are opened publicly and awarded based on the compliance with the bid and price

Item #C.

Purchases over \$25,000

Proposals

- Not opened publicly
- Evaluation committee is established with voting members, alternative voting members, non-voting members and advisors
- All information is confidential within the committee until awarded by City Council
- Committee reviews all proposals, discusses each proposal, could request additional information or clarification, could schedule interviews, could schedule site visits
- Proposals are evaluated independently by each voting member based on the criteria included in the RFP
- Committee decides how to proceed after voting is complete
 - Award to top scoring vendor(s)
- City Council agenda for approval -Page 243-

SYNOPSIS OF CCG PURCHASING LIMITS & REQUIREMENTS FOR ONE-TIME CAPITAL PURCHASES

Applicable to the <u>TOTAL PURCHASE AMOUNT</u> from a single vendor, and goods/service <u>NOT UNDER ANNUAL CONTRACT</u>

unu	goods/service NOT UNDER ANNOAL CONTRACT
Purchases Up to \$1,000.00	 Small Purchases: No competition required. 1. Primary purchase instrument - City Purchasing Card 2. Alternative Purchase instruments: a. Purchase Order - PD Document b. Petty Cash (\$50.00 or less) *Purchase Authority (final approval): Department
	Requires one of the following:
Purchases \$1,001 - \$5,000	 Cooperative Contract Quote Written price quotes required from at least 3 vendors. (Departments should request quotes from at least five vendors to obtain at least three (3) quotes. **Quotes can only be obtained by Employees who have attended the Price Quote Training Class. <u>Purchasing will not accept quotes obtained by Employees who have not attended training.</u> Only Known Source Justification Enter a PD Document for the recommended vendor. *Purchase Authority (final approval): Purchasing
	Requires one of the following:
Purchases \$5,001 - \$24,999	 Cooperative Contract Quote Only Known Source Justification Informal Bid Process administered by Purchasing. *Purchase Authority (final approval): City Manager has designated Finance Department Approval (Purchasing, Financial Planning and Finance Director)
Purchases	Requires one of the following:
\$25,000 and greater	1. Cooperative Contract Quote 2. Only Known Source Justification 3. Formal Bid/RFP process *Purchase Authority (final approval): City Council

Bid Communication

All bidders are required to sign this form Only communicate in writing with the Purchasing Division of the Finance Department No contact with City Employees, Department Heads, Using Agencies, Evaluation Committee Members, Contracted Personnel Associated with the Project, or **ELECTED OFFICIALS**

I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. THE CITY WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY CITY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.



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Vendor Name:

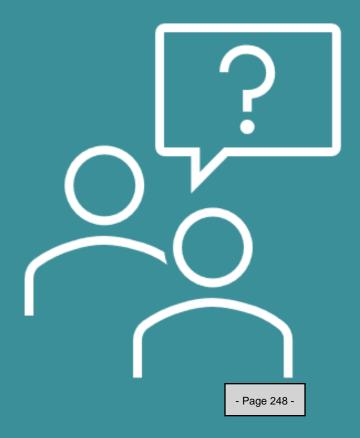
Print Name of Authorized Agent:	- Page 246 -
Signature of Authorized Agent:	

Indigent Health Care

Next Steps?

Item #C.

QUESTIONS



SYNOPSIS O	F CCG PURCHASING LIMITS & REQUIREMENTS	г
\mathbf{F}	OR ONE-TIME CAPITAL PURCHASES	Item #C.
	to the <u>TOTAL PURCHASE AMOUNT</u> from a single vendor, goods/service <u>NOT UNDER ANNUAL CONTRACT</u>	
Purchases Up to \$1,000.00	 Small Purchases: No competition required. 1. Primary purchase instrument – City Purchasing Card 2. Alternative Purchase instruments: a. Purchase Order – PD Document 	
	b. Petty Cash (\$50.00 or less) *Purchase Authority (final approval): Department Requires one of the following:	
Purchases \$1,001 - \$5,000	 Cooperative Contract Quote Written price quotes required from at least 3 vendors. (Departments should request quotes from at least five vendors to obtain at least three (3) quotes. **Quotes can only be obtained by Employees who have attended the Price Quote Training Class. <u>Purchasing will not accept quotes obtained by Employees who have not attended training.</u>) Only Known Source Justification 	
	Enter a PD Document for the recommended vendor. *Purchase Authority (final approval): Purchasing	
	Requires one of the following:	
Purchases \$5,001 - \$24,999	 Cooperative Contract Quote Only Known Source Justification Informal Bid Process administered by Purchasing. *Purchase Authority (final approval): City Manager has designated Finan Department Approval (Purchasing, Financial Planning and Finance Direct) 	
Purchases \$25,000 and greater	Requires one of the following: 1. Cooperative Contract Quote 2. Only Known Source Justification 3. Formal Bid/RFP process *Purchase Authority (final approval): City Council	

COMMUNICATION CONCERNING THIS SOLICITATION

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I agree to forward all communication about this solicitation, in writing, to the Purchasing Division. I understand that communication with other persons, other than the Purchasing Division, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name:

Print Name of Authorized Agent:

Signature of Authorized Agent: _____

File Attachments for Item:

DATE: July 25, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

July 26, 2023

Confiscated Firearms for Credit or Swap II - RFB No. 23-0039

Scope of bid

The Consolidated Government of Columbus, Georgia (City) is offering confiscated firearms for sale to a licensed firearms dealer who can issue a credit to purchase or swap for Rock River LE2020M rifles with accessories.

August 9, 2023

Agricultural Chemicals (Annual Contract) - RFB No. 24-0002

Scope of bid

The Consolidated Government of Columbus, Georgia (City) is seeking vendors to provide agricultural chemicals, for the Parks and Recreation and Public Works Departments, on an "as needed" basis.

The contract term shall be for two (2) years, with the option to renew for three (3) additional twelvemonth periods. **DATE:** July 25, 2023

TO: Mayor and Councilors

FROM: Finance Department

SUBJECT: Advertised Bids/RFPs/RFQs

July 26, 2023

1. <u>Confiscated Firearms for Credit or Swap II – RFB No. 23-0039</u> <u>Scope of bid</u>

The Consolidated Government of Columbus, Georgia (City) is offering confiscated firearms for sale to a licensed firearms dealer who can issue a credit to purchase or swap for Rock River LE2020M rifles with accessories.

August 9, 2023

1. <u>Agricultural Chemicals (Annual Contract) – RFB No. 24-0002</u> Scope of bid

The Consolidated Government of Columbus, Georgia (City) is seeking vendors to provide agricultural chemicals, for the Parks and Recreation and Public Works Departments, on an "as needed" basis.

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

File Attachments for Item:

Referrals from 7.11.2023

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

1	5/30/23	Glenn Davis	Mayor's Summer Youth:	
		С	Can we partner with community members and businesses to have kids or adults come in and beautify their business areas and keep the city clean? Response:	Howard Pendleton Felecia Marshall
			We can do some of that with ARP funds, not federal dollars, but also private donations. We will need to be careful in how we go about selecting the businesses.	
2	5/30/23	Glenn Davis	City Hall Update: Requests insight on carrying the operation budget. Will we be closing other buildings? He would like to see the numbers. Response: Finance will work to provide the information to the council.	Pam Hodge Angelica
3	5/30/23	Judy Thomas	City Hall Update:	
			Councilor Thomas wants to know what the main entrance to the city hall area will be. She also would like to know if there will be	Pam Hodge Ryan Pruett

- Page 254 -

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

		С	deputies in the facility. Director Pruett explained that there will be several entrances. Response: The 1 st Ave entrance will be the main entrance; however, the Parking Structure and Broadway will also be used by the public. There will always be a deputy sitting at the information desk for security.	
4	5/30/23	Glenn Davis	Expanded Golf Cart Area: Councilor Davis suggests exploring how Peachtree City and other cities handle Golf Carts Response The Planning and Engineering Departments will research this matter and compare it to our processes.	Pam Hodge Donna Newman Will Johnson
5	5/30/23	Charmaine Crabb	Expanded Golf Cart Areas: Suggest mirroring other cities and using different colors of street paint to signal drivers that Golf carts are allowed in the area.	Pam Hodge Donna Newman

Ite	n Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

		С	DCM Hodge advised that we can't use paint since Veterans is a federal street, but we can use signs. Councilor Crabb suggested using paint on the streets that we own. Response: We will look into this and see what we can legally do on our property.	
6	5/30/23	Joanne Cogle	Infrastructure Update: Would like the council to have access to a database that will give an update on resurfacing and restriping projects. Mrs. Pam advised that we could look into the software to see if there is some sort of public facing information Response: Per Director Newman They are still in the training phase of the software. We will keep you all updated.	Pam Hodge Donna Newman
7	5/30/23	Glen Davis	Infrastructure Update: Mentioned Mount Pilgrim being interested in a historical marker	Pam Hodge

Columbus Consolidated Government ~ Council Referrals⁻

lt	em	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
	#	Request	by:		Depart.

		С	with the demolition of the old property to Councilor Huff. Response A marker will be installed after the completion of the project.	
8	5/30/23	Glenn Davis	Infrastructure Update: Requests a drawing of the Landscape Plan for the Diverging Diamond Project. Some of his constituents would like to save the magnolia trees and rehome them if possible. DCM Hodge said she will check into that. Would like to know if GDOT, now taking management of certain projects, would open the door to the request he made earlier. DOM Hodge advised that we now have the local Lett Agreement signed, so we can start incurring the cost and being reimbursed, which is the initial start to speed up projects. Response: Per Director Newman: Will reach out to GDOT on landscape plans.	Pam Hodge Donna Newman

lten	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

9	5/30/23	Toyia	Infrastructure Update:	Pam Hodge
		Tucker		Donna Newman
		С	Wants to make sure that we can provide a buffer for improvement since school is out. Response: DCM Hodge says we will come back with an update.	

10	5/30/23		Short-Term Vacation Rental:	
		Joanne		Pam Hodge
		Cogle	Wants to know how long the Airbnb owner must wait when notifying the neighbors. What if the neighbor is an apartment complex, or the neighbors are renters? Director Pruett informed them that receipt of sending a certified letter will suffice. If they don't have proof of delivery, they will have to send it again. Also, a returned Certified letter will also suffice. Councilor Cogle also wants to know how we determine what properties to send letters to. Some people get them who aren't Airbnb. Director Pruett explained that we receive a detailed report from the Visitor Bureau. However, some of the listings are outdated, but we don't have the staff to confirm all 120 Short Term Vacation Rentals.	Ryan Pruett

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

		С	Response: Neighbor notification letters must be sent to all property owners whose property shares a property line with the proposed rental. Typically, this is the two adjacent properties and the property behind the proposed rental. Letters only need to be sent to the property owner, not the tenant on the property. Neighbor notification letters only need to be sent Certified Mail for the tracking number; no signature is required from the recipient.	
11	5/30/23	Charmaine Crabb	 <u>Short-Term Vacation Rental:</u> Suggests that the letter sent to owners needs to be revamped. The letter tells them that they need to comply, but there is no way to comply. <u>Response.</u> The Inspections and Code Department is currently reviewing ways to update the current letter. 	Pam Hodge Ryan Pruett
12	5/30/23	Glenn Davis	Short-Term Vacation Rental: Requests Director Pruett to bring a comparison of short-term rentals from other cities.	Pam Hodge Ryan Pruett

Iter	n Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

		C	Response: Director Pruett requests 60- 90 days to bring back a report on the Airbnb's that are now in compliance.	
	5/30/23	Isaiah Hugley	Infrastructure Update: Would like to lower the speed limit and request double fines in the Steam Mill Construction Zone.	City Manager Hugley
		C	Response:	
			Per Director Newman: We will include the decreased speed limit and the doubled fine during the construction unless something changes in laws/regulations.	
13	6/13/2023	Toyia	Parks and Recreation Facilities Assessment:	Lisa Goodwin Holli Browder
		Tucker	Request that Holli email the presentation she did during budget Add Delete Hearings. <u>Response:</u>	

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

		C	The Presentation is attached to this agenda Item.	
14	6/13/2023	Jerry "Pop's" Barnes	Parks and Recreation Facilities Assessment: Request that Holli and her team perform a needs assessment for all of our parks and Rec Facilities Response: The most recent assessment has been attached to this agenda item.	Lisa Goodwin Holli Browder
15	6/13/2023	Toyia Tucker	Parks and Recreation Facilities A Request small group meetings with Director Browder and her team. Response: Staff are working on beginning the scheduling phase.	Lisa Goodwin Holli Browder

Item #

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

16	6/13/2023	Toyia Tucker	Outdoor ParksRequests update how many businesses received the ARPA grant. How much money do we have that has not been extended/assigned? The City Manager said he will take a look to see if something can be worked out.Response: 	Pam Hodge Angelica Alexander
17	6/20/23	Toyia Tucker	soon. <u>Work Session Agenda</u> Request that Council has an area on the agenda during the Work Session Agenda in August and choose their top five items for discussion She also suggests having a retreat with ACCG for councilors. <u>Response:</u>	City Council

- Page 262 -

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

			The Clerk of Council has shared a list of topics. Council will advise us.	
18	6/20/23	Toyia Tucker	Overgrown Lots Would like to develop a plan that helps prevent overgrown lots once a property is demolished. Response: Per current ordinances, weeds must be 18" tall before any action can be taken. When an overgrown lot is cut by the City, herbicide is sprayed to slow down the growth rate of the vegetation.	Pam Hodge Ryan Pruett
19	7/11/23	Judy Thomas	Speed Limit Can we lower the speed limit on Schomburg Rd? Response: Engineering will investigate the existing speed limit on Schomburg to see if it is appropriate.	Pam Hodge Will Johnson Donna Newman

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

20	7/11/23	Joanne Cogle	Indigent CareWould like to see the RFP Process and the State RFP Process side by side. She would also like to take the request of renaming the title "Indigent care" to the StateResponseThe matter is still under review. A response is expected soon.	Pam Hodge Angelica Alexander
21	7/11/23	Judy Thomas	RFP Process Requests that the City Manager's Office educate the council on state and local regulations for the RFP Process (She would like a presentation Response: A presentation will be given to the council.	Pam Hodge Angelica Alexander
22	7/11/23	Glenn Davis	Family Connection Navigators Would like a better understanding on the mechanics and on how the program connects to the city government/the city as a whole. Response: The matter is still under review. A response will be provided soon.	Isaiah Hugley Zoé Hightower

	ltem	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
	#	Request	by:		Depart.
L					

23	7/11/23	Charmaine Crabb	Public Safety Take Home Vehicle to Alabama Requests information regarding the number of accidents that have occurred over the last year or per year for officers. Response: This information will be presented as part of the update presentation on 7/25/23.	Reather Hollowell Lauren Vance
24	7/11/23	Tyson Begly	Public Safety Take Home Vehicle to AlabamaSuggests offering option 5 and creating a focus group of Fire &EMS, Sheriff's Office, Police Department, Council, and RiskManagement to sit down and figure out the plan.Response:The matter is under review. A response is expected soon.	Reather Hollowell Lauren Vance
25	7/11/23	Gary Allen	 Public Safety Take Home Vehicle to Alabama Requests that we get with GMA, ACCG, The State Legislative Body, City Manager, and Mayor and figure out a plan for the state. Response: The matter is still under review. A response is expected soon. 	Isaiah Hugley

Iten	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

26	7/11/23	Jerry "Pops" Barnes	Public Safety Take Home Vehicle to Alabama Requests information regarding how many officers want to take their vehicles to Alabama so we can figure out our liability and absorb it.	Reather Hollowell Lauren Vance
			Response: This information will be presented as part of the update presentation on 7/25/23.	
27	7/11/23	Glenn Davis	Restriping Request Requests that we restripe the area downtown for parking beginning on 9 th street going to 14 th street. Response: Engineering is working on a plan to have the parking areas restriped from 9 th to 14 th .	Pam Hodge Donna Newman
28	7/11/23	Bruce Huff	Overgrowth Overgrowth is coming back near the construction area near Mt. Pilgrim (Farr Rd to Cusseta Rd) Response:	Pam Hodge Donna Newman
			- Page 266 -	

Item #

Item	Date of	Requested	Proposed Work Session Item and/or Referral	Assigned
#	Request	by:		Depart.

			Will investigate the area for overgrowth and blocking visibility of signage.	
29	7/11/23	Toyia Tucker	Post Office Buena Vista Rd Wants us to make a telephone contact for the Buena Vista Rd old post office. Would like some movement in that area before school starts. Response: PPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPPP	Pam Hodge Ryan Pruett

Item #

Columbus Parks and Recreation Department

Budget Request May 16, 2023

Holli Browder, CPRP, AFO, CPO, GIP Director

RECREATION DEPARTMENT

- Page 268 -

Staffing Where We Came From

Beginning in FY06 until now the Parks and Recreation Department has been unfunded approximately 34 Full-time and 70 Part-time positions while the City has continued to grow and additional services have been offered.

Results are that we no longer have the needed manpower to maintain the parks to the standard we are accustom to. We also lack the staff to provide the programs, services and events that are needed for the community who needs it more than ever. Without staff we are unable to operate our facilities in the manner needed with hours desired by the community for use.

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Positions Salaries/Wages

- Park Maintenance Worker I G114 \$34,093.08
- Park Maintenance Worker Grade II \$35,115.87
- Motor Equipment Operator G116 I \$36,520.51
- Motor Equipment Operator Grade 120 II \$42,723.83
 - Motor Equipment Grade 121 III \$44,860.02
 - Recreation Specialist Grade 117 II \$37,981.33
 - Recreation Center Leader \$12.50/hr
 - Community Schools Site Supervisor \$13.50/hr
 - Community Schools Activity Leader \$12.50/hr
 - Administrative Clerk PT \$14.83/hr
 - Marina Tech FT (-Page 270 116 \$36,520.51

Item #

Aquatic Staffing

Aquatics staff needed in preparation for opening 3 outdoor pools and 2 splash pads in FY24.

- 1 PT Administrative Clerk for Columbus Aquatic Center
- Maintenance Worker II FT Grade 115 for Outdoor Pool Maintenance Year round
- 3 Park Maintenance Worker I PT Grade 114 for Outdoor Pool Maintenance Year round

Athletic Staffing Needs

Currently, we have 2 Athletic Division fulltime staff to oversee all of the City athletics and coordinate with all leagues in all sports.

Need 1 Athletic Recreation Program
 Specialist III Grade 118 \$39,500.58

Item

Community Schools Staffing Needs

Currently, we are in 14 after school programs across the City. Schools that do not have parks and recreation after school programs continue to request services from Parks and Recreation. Additional staff are needed to make sure we are in ratio for the students and families we serve for new schools/students to be added.

- 9 Activity Leaders
- 3 Site Supervisors

- Page 273 -

Item #

Staffing Needs Lake Oliver Marina has grown since it reopened in FY09. 1 Marina Tech FT is needed to cover hours and provide service.

<u>Ma Rainey House Museum</u>

 Needs 1 additional Museum Support Specialist PT to conduct tours and oversee the house.

Park Services Current Staffing Versus Necessary Staffing

LakeBottom Park currently has 1 Supervisor and 3 Park Maintenance Worker 1.

Need 3 additional Full-time Maintenance Worker 1

Britt David Park currently has 1 Supervisor and 3 Park Maintenance Worker 1

Need 3 additional Full-time Maintenance Worker 1

Item #

Park Services Continued

- Motor Equipment Operator Section (MEO)currently has 1 supervisor and 3 MEO III, 3 MEO II, and 2 MEO I.
- Need 3 MEO I, 2 MEO II, and 1 MEO III. (Currently, we have 1 trash truck and 1 trash truck driver position MEO III for all City Parks and Park facilities.)

Ballfield Crew travels all over town currently has

- 1 Parks Crew Supervisor, 3 Crew leaders and
- 3 Park Maintenance Worker I.
- Need 2 Park Maintena -Page 276- Vorker L.

Park Services Continued

<u>Cleaning Crew</u> has 1 Parks Crew Supervisor and 6 Park Maintenance Worker I.

• Need 3 Park Maintenance Worker I.

(Cleans 68 bathroom facilities daily all over the City.)

<u>Woodruff Farm Soccer</u> has 1 Parks Crew Supervisor and 2 MEO I, 1 Paint Equipment Operator, 1 Maintenance Worker 1, 1Park Maintenance Worker 2.

Need 2 Park Maintenance Worker 1.

- Page 277 -

Park Services Continued

South Commons/AJ McClung/Skatepark has 1 Parks Crew Supervisor, 4 Park Maintenance Worker 1.

Need 4 Park Maintenance Worker 1

<u>Moving Crew/Setup/Special Events</u> has 1 Parks Crew Supervisor, 2 Park Maintenance Worker I.

Need 1 Park Maintenance Worker 1

- Page 278 -

Recreation Services Division

1 Recreation Specialist II needed at the following Recreation facilities Boxwood, Carver Park, Comer, Fluellen, Frank Chester Rec, Gallops Senior, 29th Street, Northside, Britt David Studios, Psalmond Road, Shirley Winston, Tillis. (Currently each location only has 1 Full-time employee.)

*** Recreation Services Division consists of the Senior Division, Therapeutic Division, Britt David Cultural Arts, Haygood Boxing, Ma Rainey House, and Page 279 - Preation Centers.

Item #

Recreation Services Continued

Previously Recreation Services had 2 full-time staff at all facilities but they have been eliminated with budget cuts over the years. Additionally, they have seen the loss of approximately 29 part time positions.
Need to add 46 part-time Recreation Center Leaders

for recreation centers and senior centers.



Item

Recreation Services Continued

Additional staff would allow operating hours at some facilities to increase back to similar operating hours from when Super Centers were first opened 1999-2002.

Monday through Friday 9AM-9PM Saturday 12PM-12AM Sunday 2PM-6PM



- Page 281 -

Capital Needs

Item	Cost	Division/Section
Heavy Duty Trailer for Excavator	\$20,000.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Gate Replacement	\$8,422.00	Lake Oliver Marina
Dock Bumpers	\$20,000.00	Lake Oliver Marina
Zero Turn Radius Mower with Bagger	\$11,729.64	Park Services
Zero Turn Radius Mower with Bagger	\$11,729.64	Park Services
Sand Star Ballfield Machine	\$21,170.00	Park Services
Full-Sized Extended Cab F150	\$38,880.00	Aquatics
Ford EX 15 Passenger Van	\$51,818.00	Recreation Services
Commercial Grade Pottery Wheels (8) w/chairs	\$16,456.00	Britt David Pottery Studio
Sand Star Ballfield Machine	\$21,170.00	Park Services
ABI Force Ball Field Machine	\$42,490.00	Park Services
40 six foot tables	\$8,000.00	Seniors
40 eight foot tables	\$10,000.00	Seniors
600 folding chairs	\$15,000.00	Recreation Services
Illuminated Score Table	\$7,000.00	Recreation Services

- Page 282 -

Capital Needs Continued

Item #

ltem	Cost	Division/Section
Ford EX 15 Passenger Van	\$51,818.00	Recreation Services
Illuminated Score Table	\$7,000.00	Recreation Services
Scoreboard (Tillis Softball Field)	\$6,000.00	Athletics
Scoreboard (Rigdon Football Field)	\$10,000.00	Athletics
Scoreboard (Shirley Winston Football Field)	\$10,000.00	Athletics
Scoreboard (Midland Football Field)	\$10,000.00	Athletics
Scoreboard (Lakebottom Football Field)	\$10,000.00	Athletics
14 Passenger Mini Bus Non-CDL	\$122,000.00	Community Schools
14 Passenger Mini Bus Non-CDL	\$122,000.00	Community Schools
14 Passenger Mini Bus Non-CDL	\$122,000.00	Community Schools
14 Passenger Mini Bus Non-CDL	\$122,000.00	Community Schools
Access Entry Stairs	\$6,000.00	Aquatics
Vaptor Rollers (4)	\$11,980.00	Cooper Creek Tennis Center
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Commercial Stove	\$7,000.00	Seniors
	- 000	

- Page 283 -

Item

Capital Needs Continued 3

Item	Cost	Division/Section
Full-Sized Extended Cab F150	\$38,880.00	Aquatics
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Ford EX 15 Passenger Van	\$51,818.00	Seniors
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower	\$9,118.00	Park Services
Zero Turn Radius Mower with Bagger	\$11,729.64	Park Services
Commercial SR20 slab rollers	\$6,514.00	Britt David Pottery Studio
Dual Action Trailers	\$40,000.00	Park Services
Toro Reel Mowers (2)	\$131,920.00	Park Services
Four Bush Hog Mowers	\$11,040.00	Park Services

- Page 284 -

Capital Needs Continued 4

Item #

	\$55,000.00	Park Services
	¢222 722 00	
	\$233,733.00	Park Services
	\$40,000.00	Recreation Services
	\$50,000.00	Recreation Services
	\$12,518.00	Park Services
	\$28,000.00	Recreation Services
	\$20,000.00	Recreation Services
	\$60,000.00	Recreation Services
	\$32,160.00	Community Schools
Full-Sized Extended Cab F150		
Full-Sized Extended Cab F150		
Recumbent Bikes (4)		
	\$15,000.00	Seniors
	\$16,000.00	Seniors
	\$14,000.00	Seniors
	\$20,000.00	Seniors
Step Benches (150)		
	\$6,400.00	Seniors
	<u>\$5,000.00</u>	Seniors
- Page 285	5,000.00	Seniors
	- Page 285 -	\$50,000.00 \$12,518.00 \$28,000.00 \$20,000.00 \$60,000.00 \$32,160.00 \$38,880.00 \$38,880.00 \$10,000.00 \$15,000.00 \$16,000.00 \$14,000.00 \$13,500.00 \$6,400.00 \$5,000.00

Capital Needs Continued 5

Item #

Item	Cost	Division/Section
Capital Not Included in the Scope of the Project	\$100,000.00	Aquatics
Scoreboards with LED Lights (Rigdon Baseball Fields)	\$48,000.00	Athletics
Scoreboards with LED Lights (Shirley Winston Baseball/Softball		
Fields)	\$48,000.00	Athletics
Scoreboards with LED Lights (Edgewood Baseball/Sofball		
Fields)	\$48,000.00	Athletics
Replace Restrooms and Pavilion at Charlie Hill	\$250,000.00	Park Services
Replace Restrooms at Pop Austin	\$150,000.00	Park Services
Playgrounds in need of replacement (13)	\$3,100,000.00	Park Services
Replace Lights at Tillis Softball Field	\$250,000.00	Athletics
Replace air conditioning units in all centers	\$2,000,000.00	Recreation Services
Replace carpet in all centers	\$1,000,000.00	Recreation Services
Replace the tile in entire facility	\$80,000.00	Britt David Pottery Studio

Additional Questions.

- Page 287 -





Quality People Providing Quality Service

Parks and Recreation Facility Assessment

Parks and Recreation Management Recommendations

December 2017

Columbus Parks and Recreation Department Mission Statement

The Columbus Parks and Recreation department is dedicated to enhancing the quality of life for all citizens of this region, state and community by providing active recreational and educational services for all groups. It is our objective to provide passive and active recreational and leisure opportunities.

A facility assessment was performed on this date. These renovations, repairs and purchases needed are based on needs at this time. All facilities should have a periodic assessment done to determine needs not addressed in this report. All estimated/approximate costs are based on estimates received from vendors, staff and using on line resources. These costs could be subject to change once initial work is started.

Each facility should be assessed annually for further repairs and renovation needs. This facility assessment was compiled with long range program management in mind. Maintenance of upgraded facilities should also be addressed and included in part of the annual budget process.

Each facility was assessed individually based on needs, size and scope of work to be done. All facilities were graded and those grades are indicated in the upper right hand corner of the document.

*The costs given on facilities not open are based solely on bringing the building up to standards to open it as a recreational facility. These costs do not include staffing, programming costs, materials, etc.

Parks and Recreation Facility Assessment Parks and Recreation Management Recommendations By Facility Grades F through A

North Columbus/29th Street Gym and Park

North Columbus/29th Street has a Recreation Center, two youth baseball fields and a concession stand. The park is used by different youth leagues for practice as well as an adult kickball league. The Recreation Center is heavily used.



The recreation center will be replaced in its entirety. All restrooms, playgrounds and fencing will be replaced. All athletic fields will be replaced with adult sized fields with applicable scoreboards. Wifi capabilities will be added.

Total Estimated Cost: \$10 million

A.J. McClung Memorial Stadium

Memorial Stadium is home to two major college rivalries as well as other college, high school and little league games.



This entire facility will be torn down with the exception of the front concrete structure from original facility. This facility will need to be rebuilt to meet standards of field turf, lighting, etc.

Rebuild will include a multi-purpose field, restrooms, lighting, concession stands, etc. This facility will be built with Wifi capabilities whereby we can pass the cost to the users of this facility. Proper signage will also be added to the facility.

Total Estimated Cost: \$20 million

Alexander Ball Fields and Playground

Alexander has one of the few adult softball fields in the city. This park needs to be addressed to help with the current lack of fields available.



A rebuild of Alexander Park will help address the problem of the lack of adult softball fields we have in the city. This entire facility needs to be torn down and rebuilt. Both fields need to be upgraded to adult softball fields. The parking lot needs to be revamped and new restrooms need to be built. There is also a playground beside Pop Austin Recreation Center that will be included in this project as a replacement. This project will also include Wifi capabilities.

Total Estimated Cost: \$20 million

Anderson Village

Anderson Village is a small park in a small residential subdivision. This park has not had any work done in over 20 years.



All amenities in this park will be torn down and rebuilt to include pavilion, playground and basketball court. This facility renovation will also include Wifi capabilities.

Total Estimated Cost: \$300,000

Beallwood/Charlie Hill Park

Beallwood/Charlie Hill Park is a small park in a residential area. This park has not had any work done in 20 years.



Restrooms, pavilion and the playground all need to be replaced. Wifi capabilities will also be added.

Belvedere Recreation Center and Park

Belvedere Park is a small park in residential area. The small recreation center is not currently being used. This park has not had any work done in 20 years.



Recommendation is to tear down existing amenities and rebuild a recreation center, restrooms, parking lot and basketball court. A multi-purpose field should be added for all types of athletic play. Wifi capabilities will also be added.

Total estimated cost: \$3 million

Benning Park

Benning Park has many amenities including ball fields, tennis courts and playground equipment.



This entire facility needs to be torn down and a new facility built. The only structure that would stay would be the new playground recently installed. The new facility would include state of the art softball fields, concession stand/restrooms, a walking trail, tennis courts and all new lighting throughout the complex. Wifi capabilities will also be added.

Total Estimated Cost: \$12.2 million

Bibb Soccer Fields

Bibb Soccer Fields are a small soccer facility that currently has two soccer fields. These fields are used for soccer practices. If renovated, we would utilize these fields for an adult soccer program.



The restrooms and concession stand need to be torn down and rebuilt. The fields would be renovated and irrigation system replaced. Fencing will be addressed. Lighting as well as Wifi capabilities will be added.

Total Estimated Cost: \$1.2 million

Britt David Park and Pottery Studio

Britt David Park currently has 4 little league fields; two Babe Ruth/Dixie fields; one football field, a little league concession stand, a football concession stand, walking trail and a pottery studio.



All of the facilities in this park need to be torn down and rebuilt with newer, more user friendly facilities. We will rebuild the pottery studio, all concession stands, restrooms, and pavilions. Instead of the current fields, two multi-purpose fields should be added with turf for more athletic and recreational use. The football field will be installed with new turf. Fencing, lighting and parking will be replaced. New playgrounds will be installed where current ones are old and outdated. Wifi capabilities will also be added.

Total Estimated Cost: \$12 million

Carver Park

Carver Park currently has a recreation center, restrooms, pavilions, boat ramps and playgrounds.







All amenities need to be torn down and replaced to include a new recreation center, restrooms, applicable playgrounds and boat ramps. The existing athletic fields would be upgraded to include a multi-purpose field and a cricket field. Wifi capabilities will be added.

Total Estimated Cost: \$7.2 million

Chattahoochee Promenade and Amphitheater







There are four pavilions on the promenade. All four are rotting and need to be replaced. There is also an amphitheater. These should be replaced as they are a source of rental revenue. Wifi capabilities will be added.

Total Estimated Cost: \$150,000.00

Cooper Creek Park and Tennis Center

Cooper Creek Park is one of our most used parks and amenities there are old and outdated and should be addressed in the very near future. Most of these amenities have been in place since consolidation in 1971 without being upgraded. Cooper Creek also houses our Cooper Creek Tennis Center. This center is the largest public clay court facility in the United States. Cooper Creek Tennis Center is the largest public clay court facility in the nation. These courts are over programmed and over used and must be maintained often to keep up with the usage. All 30 courts were resurfaced in 2010 and this needs to be done again in at least 10 years.



At Cooper Creek Park and Tennis Center, all restrooms, pavilions, the clubhouse, annex building and old Corta building need to be torn down. These amenities and buildings need to be replaced with more modern state of the art facilities that include handicapped accessible availability. A satellite clubhouse will be erected where the old Corta building now stands. All 55 tennis courts will be resurfaced. All existing playgrounds will be torn down and one inclusive playground put in its place. The walking trails and handicapped trail will be reconfigured and moved to different areas around the park. Parking, lighting and fencing will all be replaced. Wifi capabilities will be included.

Total Estimated Cost: \$30 million

Crystal Valley Park

Crystal Valley is small park with few amenities. However, we have had requests from citizens in the area to do something with this space.



Replace the entire playground system, park amenities and basketball court. Wifi capabilities will be added.

Double Churches Park

Double Churches Park has recently had a major facelift with the building of the new leisure pool. However, there are other areas in this park that need to be addressed and should be looked at in the very near future.



Double Churches Park and Pool will need a major rebuild. The pool will be rebuilt with water features added. Some lanes will be taken out of the pool to better accommodate citizen requests. All fencing in the park and pool area will be replaced. All scoreboards on the athletic fields will be replaced. The tennis courts will be resurfaced as well as the parking lot. All four ball fields will be renovated and updated. Lighting will be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$7.5 million

Edgewood Park

Edgewood Park has four little league baseball fields with concession stand and one Babe Ruth baseball field with concession stand. This park is home to Eastern Little league and is used daily.



Tear down and rebuild all entities in this park to include fencing; playground, concession areas, restrooms, and fields. This project will be re-evaluated with the needs at the time of work. Possibly a multi-use field would be a better fit and this will be determined at the time of the scheduled renovation. Wifi capabilities will be added.

Total Estimated Cost: \$6 million

Grade F

Edgewood Senior Center 2630 Reese Road

Edgewood is a small senior center that is in dire need of repairs/renovations.



This facility should be sold and the seniors that use it will be directed to another center. There is no room at this property to expand and/or rebuild any facility that would meet standards.

Ed Vance Park

Ed Vance Park is located in Bibb City and has very few amenities.





At this time, Ed Vance is owned by a citizen. The citizen has requested to give the park back to our department. Recommendation is to sell the property. If not, all equipment must be replaced.

Total Estimated Cost: \$100,000

Grade F

South Lawyer's Lane Park/Ewart Park



The playground, pavilion, picnic tables, trash cans and fencing will all be replaced. We will add grills and a walking trail around the entire park. Wifi capabilities will be included.

Total Estimated Cost: \$750,000

Flat Rock Park

Flat Rock Park is one of our oldest parks and most of the amenities of this park have been in existence since before consolidation in 1971. These amenities need to be replaced and made both safe and aesthically pleasing.



Plans include removing all existing structures and replace them, ie rental facilities, restrooms and playgrounds. A park and ride will be built; water lines will be replaced throughout the entire park and all fencing replaced. The lake will be dredged and we will provide small boat rentals. The entire road throughout Flat Rock will be repaved. A bike path around the entire park will be installed. All disc golf amenities will be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$8.2 million

Fort Football Field

Fort Football Field is a joint use agreement with the Parks and Recreation Department and the Muscogee County School District. The Parks department is responsible for the maintenance of the facility.

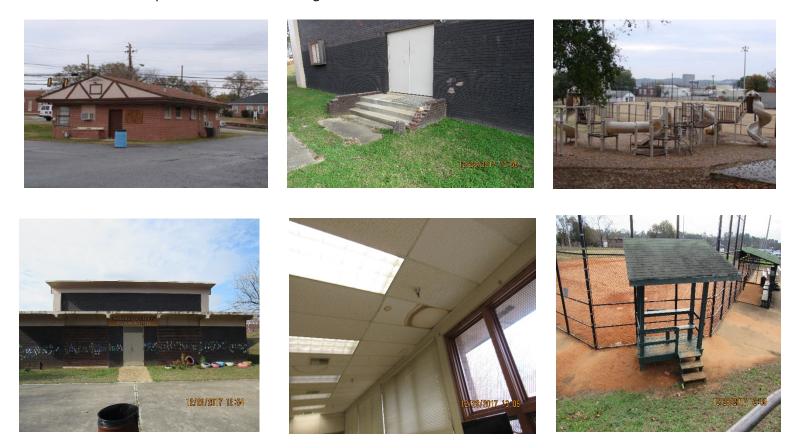


The existing facility will be torn down and another built that will include concession stands and restrooms. All scoreboards and fencing will also be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$1.2 million

Gallops Complex which includes Tillis Softball Field and Tillis Recreation Center

Gallops Annex is being used by the Community Schools Division for camps, programs and classes. Tillis Softball Complex is the home of our senior league and has one softball field. Tillis Recreation Center is used for camps for the After School Program.



This complex will be torn down in its entirety and an all new campus will be built that includes a new recreation center in a different location, two softball fields and a multi-purpose field and a new playground. Parking and fencing will also be addressed. Wifi capabilities will be added.

Total Estimated Cost: \$12.4 million



Godwin Creek/Par 3 Golf Course, Pro Shop and Pump House

All amenities will need to be torn down and rebuilt. The golf course will need to be redone. Lighting and fencing will need to be looked at. Wifi capabilities will be added.

Total Estimated Cost: \$500,000

Golden Park

Golden Park Admin our minor league baseball complex. This facility suffered storm damage in 2007-2008 and is in dire need of repair. While we do not currently have a minor league team, we must make this complex state of the art to be able to bring other teams to the City.



This entire complex will be torn down with the exception of the original historic brick structure. Built back in its place will be a start of the art minor league baseball complex with all of the latest amenities. All aspects of this park will be redone. Wifi capabilities will be added.

Grade F

Item #

Haygood Gym

Haygood houses our boxing program. This center has a state of the art boxing facility and a weight room.



Haygood will be torn down in its entirety and a new state of the art boxing facility will be built. We will address all equipment for the facility and will repave the parking lot. Lighting and fencing will be replaced as well. Wifi capabilities will be included.

Total Estimated Cost: \$7 million

Heath Park

Heath Park is one of our older neighborhood parks. This park is heavily used by the surrounding neighborhoods and subdivisions.







All amenities in this park will be torn down and rebuilt to include restrooms, pavilions and walking trail. A restroom will be built on the Weems Road side. A small rental center will be replaced that burned down years ago. Asphalt will be laid on the circle around the restrooms. Wifi capabilities will be added.

Total Estimated Cost: \$6 million

Heritage Park

Heritage Park is a park that shares the history of Columbus throughout the years. This park is downtown and is a great tourist attraction.

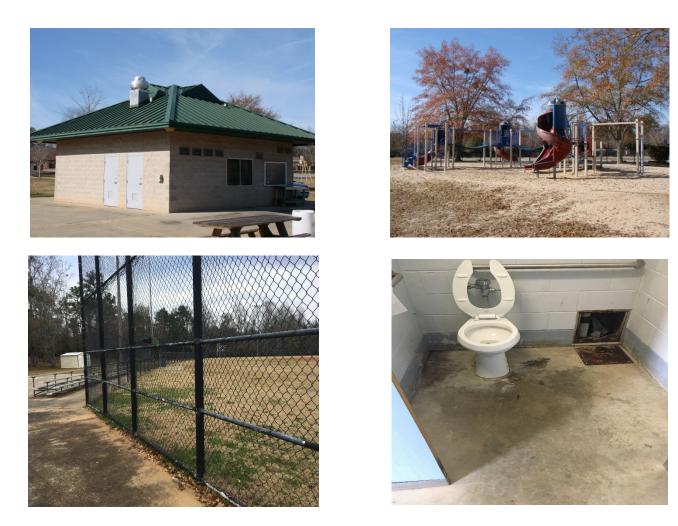


The pavilion and fountain will be replaced in their entirety. The pump room will be replaced as well with updated machinery to properly run the fountain. The entire pump filtering system will be replaced. The statues will be addressed for damage and environmental decay. Wifi capabilities will be added.

Total Estimated Cost: \$750,000

John Rigdon Park (Psalmond Road)

This park is a 129.5 acre park that is used for baseball and softball and has many other park amenities.



Additional parking will be added to this facility. All athletic fields, scoreboards and lighting will be replaced. The concession stands, restrooms and pavilions will be torn down and replaced. Wifi capabilities will be added.

Total Estimated Cost: \$6.250 million

Jonathan Hatcher Skateboard Park Restrooms

The skateboard park opened April 11, 2009 and offers many tricks and turns for the skateboarder from novice to pro. This facility will need to be assessed each year for cracks, problems and environmental decay.







The bathroom needs to be immediately replaced.

Total Estimated Cost: \$50,000

Lake Oliver Marina

Lake Oliver Marina is our state of the art facility that sits on the 7 acre Lake Oliver. This facility gets heavy traffic daily as the citizens enjoy the various amenities at this park.



The pavilion, fishing pier and marina itself will be torn down and rebuilt. The outdoor restrooms have been demolished due to a fire so those will be rebuilt. All docks will be assessed for damage or environmental decay and repaired as needed. The parking lot will be resurfaced and a study done to determine ways to get more parking spots. Wifi capabilities will be added.

Total Estimated Cost: \$4.8 million

Lakebottom Park

Lakebottom Park is one of our most used parks. This park has many amenities for the citizens to enjoy. This park houses little league baseball, a running track, a walking trail, football field, tennis courts and a band shell. This park is also used by Columbus High School for numerous activities



We will add two (2) tennis courts to this facility. All other facility amenities will be replaced and/or rebuilt to include tennis courts, bridges, walking trail, restrooms, concession stands, playgrounds, athletic fields, bandshell, bridges and scoreboards. The paved running track will be changed to a multi-purpose field. Wifi capabilities will be added.

Total Estimated Cost: \$15 million

Grade F

Item #

Lindsey Creek Bypass Park Restroom







We will replace the outdoor restrooms at this park. A small playground with swings will be added. Wifi capabilities will be added.

Total Estimated Cost: \$375,000

Midland Concessions/Restroom

Midland Football Field is a joint use agreement with the Parks and Recreation Department and the Muscogee County School District. The Parks department is responsible for the maintenance of the facility.



The existing facility will be torn down and another built that will include concession stands and restrooms. All scoreboards and fencing will also be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$1.2 million

Grade F

Item #

Old Dominion Park





The playground will be replaced. We will change the basketball court to a pavilion with tables and grills. Wifi capabilities will be added.

Total Estimated Cost: \$400,000

Grade F

Old MCP/Park Services Annex

This facility is used for storage only for Park Services and does not need any attention at this time.





Park Services Division Complex

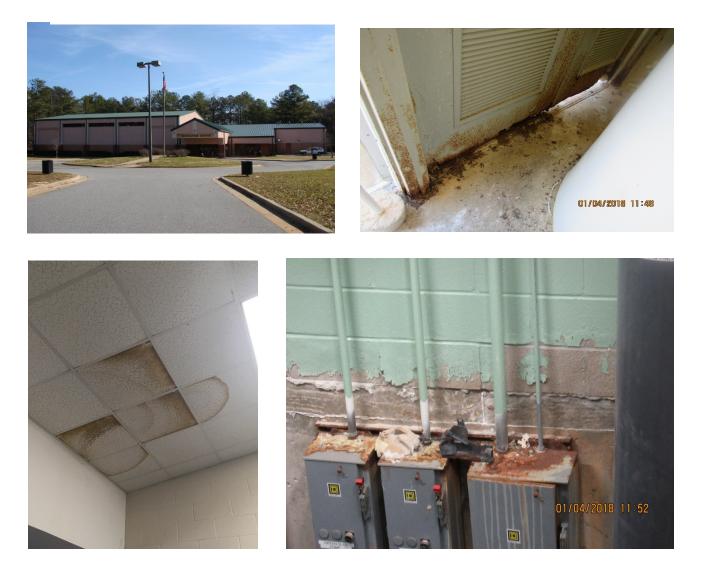
This is home to our Park Services and Athletic Divisions and includes two office buildings, chemical storage building, a shelter for vehicles and a shop. This entire complex needs to be torn down, reconfigured and rebuilt to provide for a smoother operation. The chemical building needs to be aired and vented for safety reasons. Parking, lighting and fencing will be addressed. Wifi capabilities will be added.



Primus King Recreation Center, Playground and Pavilion

Primus King is in a neighborhood and is not currently being used at this time. The entire complex would be torn down and rebuilt to include a new recreation center, playground and pavilions. All lighting, fencing and landscaping would be replaced as well and parking and the basketball court. Of course, this could not be completed unless funding for staffing is provided as well. Wifi capabilities will be added.

Psalmond Road Recreation Center and Pool

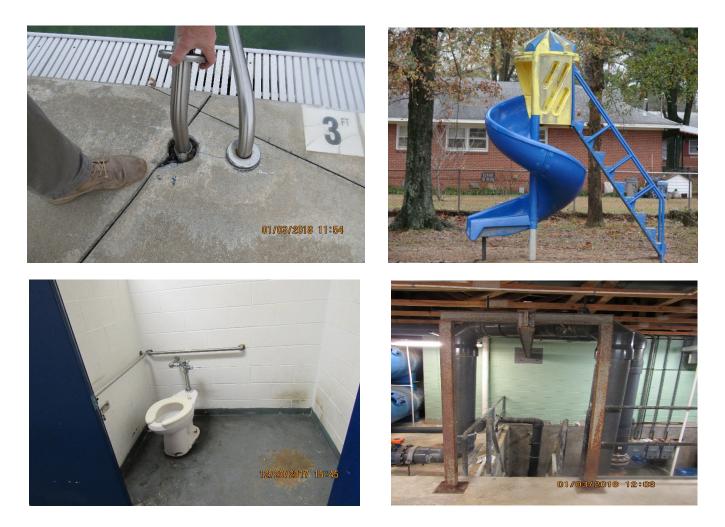


This park houses one of our four supercenters as well as one of our four pools. This facility was built in 2003 and is one of our largest facilities. The entire facility as well as the pool needs to be torn down and rebuilt. Fencing, lighting, security, etc. will need to be replaced as well. Wifi capabilities will be added.

Total Estimated Cost: \$14 million

Rigdon Park

Rigdon Park consists of a pool and 4 little league baseball/softball fields, one football field and two concession buildings. Rigdon also has a playground and an unattached swing set.



Rigdon Pool does not get much use and costs thousands of dollars in expenses each year. This pool will be better served by being turned into a splash pad. All athletic fields will be replaced as well as scoreboards, lighting, and fencing. All fields will be replaced with turf. All concession buildings and restrooms will be torn down and replaced. Wifi capabilities will be added.

Total Estimated Cost: \$15 million

Riverwalk, Restrooms and Pavilions

Construction of our 22 mile Riverwalk began in 1989 and was completed in 1992. Since that time, thousands upon thousands of visitors have flocked to the Riverwalk and it is heavily used on a daily basis. We have done minimal work on this trail and several amenities will need to be addressed.





All four restrooms on the Riverwalk will be replaced. A new restroom will be built near Rigdon Park to accommodate more citizens using the walk. We will turn the restroom at 11th and Bay into a Park and Ride retail space. Signage will be replaced all along the Riverwalk. Benches will be replaced and lighting will be replaced as needed. All pavilions and gazebos will be replaced. Wife capabilities will be added.

Total Estimated Cost: \$4.5 million

Item #

Rosehill Park



Due to the Fire Station being built right at the outfield of this park, this field can no longer be used as an athletic field. The layout of this park will be changed to include a splash pad, new basketball court, playground and restrooms. We will replace the fencing and lighting and create new street side parking. Wifi capabilities will be added.

Total Estimated Cost: \$7 million

Rotary Park







A new bait and tackle shop would be added to this park and the existing one torn down. It would be configured closer to the water and a new parking lot installed. All pavilions would be torn down and replaced. The current outside restrooms would be torn down and not replaced. We will add a new pavilion towards the river. Wifi capabilities would be included.

Total Estimated Cost: \$6.8 million

Sherwood Park





All amenities and fencing will be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$200,000

Shirley Winston Park

Shirley Winston Park has a Recreation Center, pool, walking trail; three little league athletic fields, one big league baseball field, baseball concession stands, football field and a football concession stand.



The recreation center and pool will be torn down and rebuilt. All concession buildings, playgrounds and restrooms will be torn down and rebuilt as well. All athletic fields will be redone to include making them multi-purpose fields. The walking trail, fencing and lighting will all be brought up to current code and standards. Wifi capabilities will be included.

Total Estimated Cost: \$22 million

South Commons Softball Complex

South Commons Softball Complex was built in 1996 and has had few enhancements since that date. This complex is home to many local, state and national tournaments. These softball fields were renovated in summer of 2011 and will need to be look at again before 2025.



All amenities at this facility will be torn down and rebuilt to include the stadium, roundhouse and all fields. Scoreboards, sound system and lighting will be updated and replaced. We will add two new fields by the tank that will be multi-purpose fields. A playground will be added as well. Upgrade technology will be added. Fencing and lighting will be replaced. Wifi capabilities will be included.

Total Estimated Cost: \$15 million

Theo McGee Park







The playground was just recently replaced at this park and will need to be looked at in the future for replacement. We will replace the restrooms, pavilion and basketball court. Wifi capabilities will be added.

Total Estimated Cost: \$450,000

Williamsburg Park

Williamsburg is one of our small neighborhood parks. It has a few amenities that need to be replaced.



We will replace all playground equipment and picnic tables. We will add grills and benches to this park. Wifi capabilities will be added.

Total Estimated Cost: \$200,000

Woodruff Farm Soccer Complex

Woodruff Farm Soccer Complex is the home of Columbus Youth Soccer Association and hosts many local, state and national tournaments.



We will reconfigure this entire park to add 2 more fields. We will tear down and replace the office building, clubhouse, restrooms and concession stands and build new. All playgrounds will be replaced. We will build restrooms and concession stands for the lower fields. Fencing and lighting will be replaced as well as all signage. Wifi capabilities will be included.

Total Estimated Cost: \$50 million

"F" Facilities Estimated Costs	
Facility	Estimated Cost
29 th Street/North Columbus Park	\$10,000,000.00
A.J. McClung Memorial Stadium	\$20,000,000.00
Alexander Park	\$20,000,000.00
Anderson Village	\$300,000.00
Beallwood/Charlie Hill Park	\$475,000.00
Belvedere Recreation Center and Park	\$3,000,000.00
Benning Park	\$12,200,000.00
Bibb Soccer Fields	\$1,200,000.00
Britt David Park and Pottery Studio	\$12,000,000.00
Carver Park	\$7,200,000.00
Chattahoochee Promenade Pavilions	\$150,000.00
Cooper Creek Park and Tennis Center	\$30,000,000.00
Crystal Valley Park	\$200,000.00
Double Churches Park	\$7,500,000.00
Edgewood Park	\$6,000,000.00
Edgewood Senior Center	Sell
Ed Vance Park	Sell
Ewart Park/South Lawyers Lane	750,000.00
Flat Rock Park	\$8,200,000.00
Fort Football Field	\$1,200,000.00
Gallops and Tillis Complex	\$12,400,000.00
Godwin Creek/Par 3 Golf Course	500,000.00
Golden Park	\$15,000,000.00
Haygood Gym	\$7,000,000.00
Heath Park	\$6,000,000.00
Heritage Park	\$750,000.00
John Ridgon Park (Psalmond Road)	\$6,250,000.00
Jonathan Hatcher Skateboard Park	\$650,000.00
Lake Oliver Marina	\$4,800,000.00
Lakebottom Park	\$15,000,000.00
Lindsey Creek Bypass Park Restroom	\$375,000.00
Midland Concession/Restroom Building	\$1,200,000.00
Old Dominion Park	\$400,000.00
Old MCP/Park Services Annex	Sell
Park Services Division Complex	\$4,200,000.00
Primus King Recreation Center and Park	\$7,000,000.00
Psalmond Road Recreation Center & Pool	\$14,000,000.00

Rigdon Park and Pool	\$15,000,000.00
Riverwalk Restrooms and Pavilion	\$4,500,000.00
Rosehill Park	\$7,000,000.00
Rotary Park	\$6,800,000.00
S. Commons Softball Complex	\$15,000,000
Sherwood Park	\$200,000.00
Shirley Winston Park & Pool	\$22,000,000.00
Theo McGhee Park	\$450,000.00
Williamsburg Park	\$200,000.00
Woodruff Farm Soccer Complex	\$50,000,000.00
Total:	\$357,050,000.00

Ardahlia Mack Rental Center and Pavilion







This entire park will be reconfigured. This will allow us to tear down certain amenities and build a new recreation center on that site. This will include tearing down the existing building and pavilion and adding the new recreation center. This new facility will also have Wifi capabilities. We would put the new Recreation Center to the old school site and renovate parking and add a new playground.

Total Estimated Cost: \$6 million

Summary of costs for "D" graded facilities

"D" Facilities Estimated Costs	
Facility	Estimated Cost
Ardahilia Mack Recreation Center & Pavilion	\$6,000,000.00

Fluellen Park and Recreation Center

Fluellen Park is a small park that also houses a recreation center. This small parkland should be addressed in the near future.



This is a much utilized center that only has an outdoor court. The entire complex will be refigured and the recreation center will be moved to another location. This facility will be torn down and replaced with a recreation center with a gymnasium. Parking will be addressed and soccer fields added. A bridge will be build connecting the two areas separated by the creek. Fencing will be put up on both sides for safety purposes. The playground system will also be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$11.750 million

Grade C

Fox Community Center and Fox Offices



We will tear down both buildings and create one community center that can be utilized by citizens of all ages. Parking and lighting will be replaced as well. Technology and security components will be added. A playground will be installed at this location as well. Wifi capabilities will be included.

Total Estimated Cost: \$8 million

Grade C

Frank Chester Recreation and Senior Center



This building is several years old and is one of our most used facilities. Frank Chester Senior and Recreation Center will be torn down and rebuilt. All parking, lighting and fencing will be replaced along with the facility. Wifi capabilities will be included.

Total Estimated Cost: \$12 million

Northside Recreation Center and Park

One of four supercenters, this facility and its surrounding park has not had any renovations since it was built in 2002/2003. This is one of our largest facilities and will need to be addressed in the near future.



The recreation center will need to be torn down and replaced as well as the surrounding playgrounds and athletic fields. The walking trail will need to be replaced with asphalt. Parking, lighting, fencing will need to be replaced as well. Wifi capabilities will be added.

Total Estimated Cost: \$13.2 million

Roadside Park



The gazebo and all signage at this park will be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$150,000

Summary of costs for "C" graded facilities

"C" Facilities Estimated Costs	
Facility	Estimated Cost
Fluellen Park & Recreation Center	\$11,750,000.00
Fox Community Center and Offices	\$8,000,000.00
Frank Chester Recreation and Senior Center	\$12,000,000.00
Northside Recreation Center and Park	\$13,200,000.00
Roadside Park	\$150,000.00
Total:	\$45,100,000.00

Benning Hills Park



All playground equipment will need to be replaced including the swing sets. The basketball court will need to be refurbished and a fence added. Wifi capabilities will also be added.

Total Estimated Cost: \$300,000

Item #

Boxwood Recreation Center and Park



Boxwood Park in its entirety needs to be addressed. The recreation center should be torn down and another built in its place. The entire lay-out will be revamped to include soccer fields, basketball court, fencing, lighting, etc. The drainage also needs to be updated at this park. Wifi capabilities will also be added.

Total Estimated Cost: \$4 million

Item #

Columbus Dog Park

Columbus Dog Park was finalized with the FY13 budget. This area is a place for all dog owners and their dogs to enjoy some recreational time together. There is an open green space with lots of room to run but also has fencing for safety issues. There are also restrooms and a small pavilion at the site. This area will need to be assessed on a yearly basis for damages and repairs. Maintenance and proper upkeep are a must with this type of park.







All fencing needs to be replaced, replace restrooms and pavilion with kitchen. Amenities need to be added such as agility apparatus, water fountains for dogs, etc. The surface material and the methane equipment need to be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$13 million

Comer Recreation Center 107 41st Street

Comer is currently being used as a rental facility and houses the Recreation Division administrative staff.



As the newly renovated facility gets older, it will need to be assessed for renovation and updates.

Total Estimated Cost: \$500,000

Fall Line Trace

The Fall Line Trace is our 12 mile bike trail that was part of the rails to trails project. The Fall Line Trace was dedicated in November of 2011.



Tear down Hannan Park and Ride and build restrooms in its place. The park and ride is not utilized and stands empty. Tear down all restrooms and rebuild, possibly adding a new restroom at Psalmond Road. Additional parking will need to be added at all park and rides. Repave/asphalt the entire existing trail and extend the trail to Harris County. Wifi capabilities will be added.

Total Estimated Cost: \$30 million

Jonathan Hatcher Skateboard Park

The skateboard park opened April 11, 2009 and offers many tricks and turns for the skateboarder from novice to pro. This facility will need to be assessed each year for cracks, problems and environmental decay.



All amenities in this facility will need to be replaced including the restrooms, pavilion, fencing, signage and the bowls. Wifi capabilities will be added.

Total Estimated Cost: \$600,000

Item #

Pop Austin Recreation Center



Pop Austin is home to our Therapeutic Program. The building needs to be torn down and replaced with a facility that will meet the needs of the program participants. Wifi capabilities will be included.

Total Estimated Cost: \$8 million

"B" Facilities Estimated Costs	
Facility	Estimated Cost
Benning Hills	\$300,000.00
Boxwood Center and Park	\$4,000,000.00
Columbus Dog Park	\$13,000,000.00
Comer Recreation Center	\$500,000.00
Fall Line Trace	\$30,000,000.00
Jonathan Hatcher Skateboard Park	\$600,000.00
Pop Austin Recreation Center	\$8,000,000.00
Total:	\$56,400,000.00

Grade A

North Highland Dam Pavilion



This amenity has currently undergone a renovation and should not need anything for several years. Once needed, the restrooms, pavilion and picnic tables should be replaced. Wifi capabilities will be added.

Total Estimated Cost: \$304,000

Summary of costs for "A" graded facilities

"A" Facilities Estimated Costs	
Facility	Estimated Cost
North Highland Dam Pavilion	\$304,000.00

Antietan Road Property

In a Land and Water Conservation land swap in 2004, the department obtained 89.375 acres on Antietan Road. This land is still undeveloped and studies need to be done to find the best usage for this property to turn this land into parkland as mandated by the Land and Water Conservation agency.

The goal of Parks and Recreation is to make piece of land into a multi-use facility to include different types of fields and amenities. This will also include Wifi capabilities.

Total Estimated Cost: \$20 million

Not Graded

Chattsworth Road Property

Also in a Land and Water Conservation land swap, the department obtained 14.376 acres on Chattsworth *Road*. This land is still undeveloped and studies need to be done to find the best usage for this property to turn this land into parkland as mandated by the Land and Water Conservation agency.

We are planning a dog park, disc golf course and walking trail if it is deemed possible by the land study. Wifi capabilities will be added.

Total Estimated Cost: \$3 million

Item #

Columbus Aquatic Center







The Columbus Aquatic Center will need to be assessed for building damage. However, the actual pools, deck, seating, etc. will need to be replaced. At this time, the markings at the bottom of the competition pool will need to be repainted and change to adapt to other swim meet needs.

Total Estimated Cost: \$13 million

Item #

Hemlock Park

Hemlock is a small park in Bibb City. It currently has no amenities as there is a drainage ditch that was recently put in the park. This ditch runs the course of the park and due to that, no upgrades should be added to this piece of land. It is recommended that this property be sold.



Item #

Little Wildwood



All trash cans and benches will be replaced throughout this small park. Wifi capabilities will be added.

Total Estimated Cost: \$20,000

Not Graded

Ma Rainey House



House interior and exterior needs to be painted. HVAC for both floors needs to be replaced. Security lighting and cameras need to be installed. The front porch needs to be rebuilt.

Total Estimated Costs: \$200,000.00

Not Graded

Plez Park

Plez Park is a small passive park in Bibb City that has no amenities on it.



Due to serious drainage issues, this parcel of land needs to be left passive or sell the land.

Summary of costs for "Not Graded" facilities

Not Graded Facilities Estimated Costs	
Facility	Estimated Cost
Antietan Property	\$20,000,000.00
Chattsword Road Property	\$3,000,000.00
Columbus Aquatic Center	\$13,000,000.00
Hemlock Park	Sell
Little Wildwood	\$20,000.00
Ma Rainey House	\$200,000.00
Plez Park	Sell
Total:	\$36,220.000.00

Summary of total costs for all facilities

Facilities Estimated Cost	
"F" Facilities	\$357,240,000.00
"D" Facilities	\$6,000,000.00
"C" Facilities	\$45,100,000.00
"B" Facilities	\$56,400,000.00
"A" Facilities	\$304,000.00
Not Graded Facilities	\$36,220,000.00
Total	\$501,264,000.00

File Attachments for Item:

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

Board of Tax Assessors, #22-23

Board of Water Commissioners, January 9, March 13, April 10 and May 15, 2023

Board of Zoning Appeals, June 7, 2023

Convention & Visitors, Board of Commissioners, May 15, 2023

Columbus Golf Course Authority, June 27, 2023

Development Authority of Columbus, June 1 & 15, 2023

Mayor's Commission on Persons with Disabilities, April 18, 2023

Region 6 Regional Advisory Council for Department of Behavioral Health and Developmental Disabilities, May 11, September 14 and November 9, 2022 and May 10, 2023



Columbus, Georgia, Board of Tax Assessors

GEORGIA'S FIRST CONSOLIDATED GOVERNMENT

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

Board Members

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

Jayne Govar Chairman Lanitra Sandifer Hicks Assessor

\$ 25.

Kathy J. Jones Assessor

Todd A, Hammonds Assessor Trey Carmack Vice Chairman

Chief Appraiser Suzanne Widenhouse

MINUTES #22-23

14. ...

<u>CALL TO ORDER</u>: Vice Chairman Trey Carmack calls the Columbus, Georgia Board of Assessors' meeting to order on Monday, June 26, 2023, at 9:00 A.M.

PRESENT ARE:

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

<u>APPROVAL OF AGENDA</u>: Assessor Jones motions to accept agenda. Assessor Hammonds seconds and the motion carries.

<u>APPROVAL OF MINUTES</u>: Assessor Hammonds motions to accept minutes as presented. Assessor Jones seconds and the motion carries.

<u>MISCELLANEOUS</u>: Chief Appraiser Widenhouse reminds everyone that Monday, July 3rd is a holiday and there will be no board meeting. Chairman Jayne Govar entered meeting and assumed role over proceedings. Assessor Hammonds motions to excuse the absence of Assessor Sandifer Hicks today. Assessor Jones seconds and the motion carries.

At 9:04, Chief Appraiser Widenhouse presents for Administrative Division to the Board:

- Taxpayer appt @ 9:15 with Board was a no-show.
- Homestead Issues & Corrections Signed & Approved.

At 9:16, Chief Appraiser Widenhouse presents for Deputy Chief Appraiser to the Board:

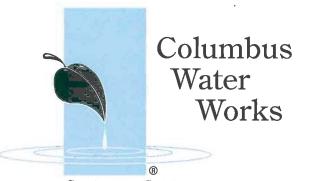
- Non-Disclosure Request Signed & Approved.
- Map Splits #102 001 006; 06H; 102 001 068; 107 001 008; 008H; 108 001 001; 180 004 007; 007H; 180 004 006; 006H Signed & Approved.

At 9:16, Chief Appraiser Suzanne Widenhouse presents to the Board:

- Superior Court Settlement Offer #002 015 002 Signed by Chairman Govar.
- Appeals Update 1009 appeals submitted currently with 190 or 20% online submission. Abandoned appeals total 163 or 16%.
- Superior Court Trial Update

At 10:28, Chairman Govar adjourns the meeting without any objections.

Suzanne Widenhouse Chief Appraiser/Secretary MIN# 23-23 JUL 10 2023 **APPROVED:** Absen Abse J. GOVAR L. SANDIFER HIGKS K. JONES T.A. HAMMONDS RMACK CHAIRMAN ASSESSOR ASSESSOR ASSESSOR VICE CHAIRMAN



January 9, 2023

This is a summary of items acted on during the regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, held at our Main Office, Chattahoochee Room. It was on Monday, January 9, 2023, at 1:30 p.m. Chairman Close took the roll call and the following Commissioners were present:

> Rodney Close, Chair Becky Rumer, Vice Chair Wes Kelley Clint Cox Mayor Skip Henderson

This being the first meeting of the New Year, election of Officers was in order. The following Officers were nominated:

<u>Current Officers</u> Rodney Close, Chairman Becky Rumer, Vice Chairman Steve Davis, President Carl Robertson, Secretary <u>Proposed Officers 2023</u> Rodney Close, Chair Becky Rumer, Vice Chair Steve Davis, President Carl Robertson, Secretary

The Board approved to elect the above Officers for 2023.

Receipt of the Minutes from the last regular meeting of November 14, 2022, were

presented to the Board. The Board approved the Minutes.

The Financial Reports for the months of November and December 2022 including

Ft. Benning were provided to the Board. The Board approved the Financial Reports.

Management requested additional funding from GEFA: CW2020019A -\$8,869,800 increase, CW2020020A - \$11,230,200 increase, and CW2022032 -\$7,526,000 New Loan. The Board approved funding.

NeighborWorks Columbus requested CWW to waive water and sewer fees for the first phase of Elliott's Walk. Board approved.

Management requested Board approval to award the SCWRF Solids Handling and Fine Screening CMAR Pre-Construction Services contract to Haskell at the bid price of \$370,000. (Funded via GEFA). Board approved.

Management presented the Board of Water Commissioners' meeting dates for calendar year 2023. Board approved.

Management presented the Holiday schedule for calendar year 2023. Board approved.

There being no further business, the meeting adjourned.

Carl Robertson, Secretary





March 13, 2023

This is a summary of items acted on during the regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, held at our Main Office, Chattahoochee Room. It was on Monday, March 13, 2023, at 1:30 p.m. Chairman Close took the roll call and the following Commissioners were present:

> Rodney Close, Chair Becky Rumer, Vice Chair Clint Cox

Absent:

Wes Kelley Mayor Skip Henderson

It was noted that Board members Wes Kelley and Mayor Skip Henderson were excused from this meeting.

Receipt of the Minutes from the last regular meeting on January 9, 2023, were presented to the Board. The Board approved the Minutes.

The Financial Reports for the months of January and February 2023 including Ft.

Benning were provided to the Board. The Board approved the Financial Reports.

Management requested bid approval for updates to the Ft. Benning Lift Stations #1, #5 and #7. FS Scarbrough was the low bidder at \$3,227,664.06. Board approved.

At this time, the Board voted to go into Executive Session. No action was taken.

There being no further business; the meeting adjourned.

Vic Burchfield, Acting Secretary

1421 Veterans Parkway • PO Box 1600 • Commons, occurrgia 31902-1600 • Phone: (706) 649-3400

April 10, 2023

This is a summary of items acted on during the regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, held at our Main Office, Chattahoochee Room. It was on Monday, April 10, 2023, at 1:30 p.m. Chairman Close took the roll call and the following Commissioners were present:

> Rodney Close, Chair Becky Rumer, Vice Chair Wes Kelley Clint Cox Mayor Skip Henderson

Receipt of the Minutes from the last regular meeting on March 13, 2023, were presented to the Board. The Board approved the Minutes.

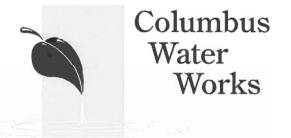
The Financial Report for the month of March 2023 including Ft. Benning was provided to the Board. The Board approved the Financial Reports.

Management requested bid approval for the Uchee Creek Water System Improvements Project to RDJE, Inc. at the bid price of \$1,093,317.25. Board approved.

At this time, the Board voted to go into Executive Session to discuss a personnel matter. No action was taken.

There being no further business, the meeting adjourned.

Carl Robertson, Secretary



May 15, 2023

This is a summary of items acted on during the regular monthly meeting of the Board of Water Commissioners of Columbus, Georgia, held at our Main Office, Chattahoochee Room. It was on Monday, May 15, 2023, at 1:30 p.m. Chairman Close took the roll call and the following Commissioners were present:

> Rodney Close, Chair Becky Rumer, Vice Chair Wes Kelley Clint Cox Mayor Skip Henderson

Receipt of the Minutes from the last regular meeting on April 10, 2023, were presented to the Board. The Board approved the Minutes.

The Financial Report for the month of April 2023 including Ft. Benning was provided to the Board. The Board approved the Financial Reports. Also, Management asked for permission to increase the Synovus credit card limit to \$100,000. Board approved.

President Davis presented the Operating Budget for FY 2023-2024. Board approved.

The Holiday Schedule for FY 2023-2024 was presented to the Board for its approval. Board approved.

There being no further business, the meeting adjourned.

Carl Robertson, Secretary

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BZA June 2023 June 7, 2023

Board Members Present Were: Al Hayes, Kathleen Mullins, Doug Jefcoat, Tomeika Farley, Shaun Roberts

City Personnel Present Were: Fred Cobb, Tony Gonazalez

Meeting Called to Order: 2:00pm April Minutes Approved.

BZA-05-23-000769

7300 Cedar Trace Drive

Jason Litz present has class C motor home wants to get it out of the weather. Wants to increase the max height of an accessory structure from 14' required to 17'. No opposition.

CASE DECISIONS: Roberts made a motion to approve. Seconded by Farley. Motion carries as approved.

BZA-05-23-000850

2048 Old Guard Rd

William Baily present for homeowner Sabra Leatherwood wants to place a swimming pool accessory structure on the side of home behind the garage part of the house. No opposition.

CASE DECISIONS: Jefcoat made a motion to approve. Seconded by Roberts. Motion carries as approved.

BZA-05-23-000975

8100 Veterans Pkwy

Antony present with Moon Meeks. Wants more parking space for customers for Gutheries.

CASE DECISION: Roberts made motion to approve. Seconded by Jefcoat. Motion carries as approved.

BZA-05-23-000976

2000 Old Guard Rd

BZA June 2023

June 7, 2023

Anthony Slaughter present for Moon Meeks request variance for more parking from 267 spaces to 315 spaces for new apartment complex.

Jefcoat made motion to table this case per request of applicant. Seconded by Farley. Motion carries as approved.

BZA-05-23-000977

6838 Midland Commons Blvd

Robbie Glover representing Synovus Bank request to increase parking for new branch. Increase parking spaces from 13 to 25 spaces. No Opposition.

Farley made a motion to approve. Seconded by Jefcoat.

BZA-05-23-000856 521 Rudgate Rd

TABLED.

Meeting adjourned at 2:25pm



Wednesday, May 17, 2023

Commissioners Present; Lauren Becker, Chair; Jamie Waters, Vice Chair; Miles Greathouse, Secretary/Treasurer; Amy Bryan, Sherricka Day, Dan Gilbert, Pace Halter, Michelle Spivey, Mayor Skip Henderson

Commissioners Absent: Peter Jones

Special Invitees: Norm Easterbrook, RiverCenter for the Performing Arts; Haley Tillery, Columbus GA Convention & Trade Center; Merri Sherman, Columbus Sports Council; Ed Wolverton, Uptown Columbus, Inc.

Staff Present: Peter Bowden, Shelby Guest, Kim Gonzalez, and Ashley Woitena

Call to Order Lauren Becker

- The May 2023 meeting was called to order by Lauren Becker at 3:30 pm.
- Ms. Becker introduced special guest, Paul Pierce with the Springer Opera House.

Approval of Minutes & FinancialsMiles Greathouse

 Miles Greathouse presented the consent agenda which included minutes for the April 2023 meeting, as well as financials for April 2023. He asked if there were any questions or discussion. There being none, a motion was made by Jamie Waters to approve the consent agenda, seconded by Sherricka Day. A vote was taken, and the motion was approved.

Chair's Report Lauren Becker

- Ms. Becker then asked Mr. Pierce to come forward. Mr. Pierce explained the importance of the Columbus Cultural Arts Alliance and its relationship with VisitColumbusGa. He complimented the staff for its management of its resources which includes overseeing a tourism related arts grant which is administered once a year and how the grants are used for programming to attract tourists to the area. Peter Bowden, President-CEO of VisitColumbus, added that over \$4 million in grants have been awarded over the years.
- Ms. Becker then recognized the staff for their efforts to recognize the hospitality industry during National Tourism Week. She explained that "tourism works here" signs were placed at attractions and hotels to remind the community that tourism is a part of economic development

in Columbus and that those businesses are a part of that work. Staff also teamed up with Franks Alley to provide lunch Wednesday through Friday to the community.

President's Report.....Peter Bowden

- Next, Ms. Becker turned the meeting over to Peter Bowden. Mr. Bowden asked Ashley Woitena to review the portion of the Sales Report Tentative & Definite Booking. This review of reports is a continuation from the last few months to help break down staff's various reports included in the board packet to help the board have a better understanding of what is tracked for the destination and why.
- Mr. Bowden gave an update on the Destination Research that is currently being conducted by Gray Research Solutions. Overall the research is 75% complete with the final report expected to be delivered by Fall 2023.
- Shelby Guest then provided commentary on the travel writers which have visited and those still yet to come to Columbus for year. Ms. Guest spoke about all the positive feedback received from writers and earned media the destination has received.

Other Business......Group

• Ms. Becker informed the board that the June meeting would be the Columbus Museum to include a hard-hat tour of Museum's renovation.

Adjournment.....Lauren Becker

With no further business, Ms. Becker adjourned the meeting at 4:19 p.m.

ADJOURNMENT * <mark>Note-Next Meeting</mark> —July 25, 2023 @ 4:00 pmBull Creek Grill.
PUBLIC AGENDA: Persons registered to speak to the Golf Authority.
OLD BUSINESS:
NEW BUSINESS:
Director's comments: Briefing on a variety of items.
Updates on revenue reports for Bull Creek and Oxbow Creek Golf Courses.
DIRECTOR'S REPORT: Jim Arendt
SUPERINTENDENT'S REPORT: Steve Brown – update on course conditions.
WELCOME COMMENTS TO GUESTS: Chairman Ricky Wright
MINUTES: Offered for approval, the minutes of May 23, 2023.
*Note- Housekeeping measure— <u>please silence cell phones</u> .
CALL TO ORDER: Chairman Ricky Wright
JUNE 27, 2023
AGENDA
m #1. COLUMBUS GOLF AUTHORITY

MAY 23, 2023

Chairman Ricky Wright called the meeting to order.

Minutes of the April 23, 2023, Authority meeting were approved unanimously.

are doing well and the same has been done for greens at Oxbow Creek. grasses and he has lowered greens mowers at Bull Creek from 140 to 125. They Superintendent Steve Brown said warmer weather has promoted growth of

control. It's a valuable tool worth every penny it has cost annually for the last Brown said he is continuing to obtain site visits by the USGA agronomists to 20 years, he said Bull Creek and Oxbow Creek to stay on top of better greens grasses and weed

said he will have to change the herbicide program again in the fall because of Suppression of poa annua grasses has been very successful, but is becoming more challenging as the grasses become more tolerant to herbicides used. He

Item #1.

when the temperature reaches 90 degrees. that growing tolerance. The poa that does now exist will cease being a problem

greens will be punched on July 5, after the Independence Day holiday 5, with Oxbow's greens aerified the following week. Bull Creek's West Course Bull Creek's East Course greens will undergo aerification starting Monday, June

tertilized, he said New flags and cups have been placed on the greens, and the courses have been

of the greens to help capture and deter the vandals. was suggested that a camera, such as a wildlife camera, be installed with a view green suffering from damage from a golf cart that also ran over the flagstick. It Vandals have again damaged a green at Oxbow Creek, with the Number 2

pump station at Oxbow Creek has also been repaired and is operational. Repairs have been made to a front-loader at a cost of about \$6,000, and a

awaiting only action by the city attorney's office, Brown said. A greens roller New fairway mowers ordered three years ago are now ready for delivery,

time for use on the freshly-aerated greens purchased off lease has been refurbished and is to be delivered next week, in

project would be worthwhile and advisable, despite the cost and assented to wire to make the coolers chill the water. Authority members indicated the not cool the water. It will take approximately \$5,000 worth of trenching and coolers on the sheds at Bull Creek. He said the coolers are operational, but do Brown was asked what the status was for supplying fresh water through the cut the amount of wire that would need to be placed reactivating a power meter at the closed practice facility building in order to

the fiscal year. for those months will far exceed the \$413,000 needed to meet the budget for \$1,589,000, with the months of May and June remaining. It is expected totals incurred through sales, he said. The year-to-date revenues total more than actual revenue generated will exceed \$259,000, minus the credit card costs reported by the city's accounting process as \$143,347 through April 19th. The Director of Golf Jim Arendt reported that Bull Creek revenue for April was

Item #1.

total revenue," Arendt said. "We're looking really good. I would be surprised if we don't hit \$2.1 million in

Arendt said Oxbow Creek also enjoyed a great revenue result in April, with the city total reporting \$39,644. Actual totals for the month will reach at least \$64,000,

director said, "and May also looks like it's going to be a monster month." "We have already hit our revenue budget (\$626,856) at Oxbow," the golf

the long-ago ordered vehicle. "We get one every 25 years, whether we need it or not," he quipped A new truck for Oxbow has finally been delivered, after months of waiting for

said. Cash reserves at Bull Creek to date total \$210,072, and at Oxbow, \$10,195, he

but for the hotel and restaurant businesses in Columbus, Arendt said was held here, and the result has not only been great for the golf operation, has generated great merchandise and food sales. The regional tournament also The Georgia AAA High School Golf Tournament at Bull Creek ends today, which

in more than \$11,000 spent at the course Another outing by Southern Company's Power Plant Franklin recently resulted

Upcoming events at Bull Creek include, for the second straight year, the Friend Day project will be held May 30 at Bull Creek, Arendt said Columbus River Dragons also is in the offing, and a PGA Hope Bring a Veteran Georgia Police and Fire Games, June 20-22, and the Purple & Gold Annual Tournament, June 24. A co-branding opportunity in conjunction with the

review that resulted in disappointing changes in a couple of areas, Arendt said. The FY2023-24 budget is now in the hands of Columbus Council after a final

approval" for Godwin Creek. Godwin Creek was listed as a line item of \$28,300 approved item under Bull Creek, which Arendt reported had not been a Golf Authority the city funding. There was no city funding in this "budget-pending city council with Arendt listing it under Bull Creek in hopes of decision makers approving requested \$50,000 city funding for Godwin Creek was previously not allowed Funds he sought for creation of a marketing manager were removed. A

Item #1.

revision and adoption by Columbus Council at its final session of the fiscal year on June 27 was a budget neutral move to FY24 budget. The budget proposal faces final position and added the previously requested marketing manager position. This meeting to delete the Godwin Creek \$28,300 and a Maintenance Intern Arendt reported that he attended the Add/Delete session of City Council

who will man the operation. tees. Arendt said he will initially be heavily involved in the training of personnel installation to give the Starter video views of the finishing holes and starting The Starter Shack will soon be ready to begin operations. It is awaiting camera

a couple of years, he said transferred to the maintenance area for use when the new clubhouse is built in provide covering. The materials will be capable of being removed and current cart barn. Roofing materials should arrive soon and will be installed to providing shelter for the golf carts now exposed to the elements outside the The director said an asphalt floor is to be installed for the area to be covered

for an additional 9 holes at Oxbow Creek. an architect for the Master Plan to be developed, and for the feasibility study Arendt said evaluation committees are to be formed to assist in the selection of

Creek, which will not be filled until it is clear that the inmate detail needed will and Inmate Guard, staffing a budgeted third guard for a full 8-man crew at Bull through the city and the PGA, being readvertised for additional applications; are being reviewed by Nikki Siter and Trey Upshaw; Assistant Golf Pro/ Bull Superintendent/Oxbow Creek, for which applications have been received and be made available Creek, for which only two applications have been received after advertising The director said three personnel positions remain to be filled: Assistant

and passed by unanimous vote A motion to adjourn was made by Ken Davis, seconded by William Roundtree

and Alonzo Jones Ken Crumpler, Tommy Nobles, Ken Davis, William Roundtree, Richard Mahone Present at the meeting were Ricky Wright, Stephanie Callahan, Jim Houston,

3.95%	79,156.13	2,003,139.00	1,923,982.87	1,923,982.87	334,191.90	Total For Fund 0755 - Bull Creek Golf Course Fd	Total For Fur
3.95%	79,156.13	2,003,139.00	1,923,982.87	1,923,982.87	334,191.90	Total For Department 099 - Government Wide Revenue	Total For Dep
3.95%	79,156.13	2,003,139.00	1,923,982.87	1,923,982.87	334,191.90	Total For Unit 1999 - Government Wide Revenue	Total For Uni
39.02%	50,000.00	128,139.00	78,139.00	78,139.00	0.00	Transfer In-General Fund	4931
-6.2 - Pa	(93.49)	1,500.00	1,593.49	1,593.49	184.41	Vendors Comp Sales Tax	4842
13.0 [.] ge 38	1,561.15	12,000.00	10,438.85	10,438.85	0.00	Rebates	4840
0.00	(13,207.29)	0.00	13,207.29	13,207.29	6,264.65	Donations	4802
55.26%	2,946.00	5,331.00	2,385.00	2,385.00	220.00	Fee Based Program Fees	4681
-45.82%	(59,563.16)	130,000.00	189,563.16	189,563.16	35,914.30	Sale Of Merchandise	4582
-57.93%	(72,409.68)	125,000.00	197,409.68	197,409.68	33,503.71	Snack Bar- Golf Course	4544
-20.23%	(7,079.15)	35,000.00	42,079.15	42,079.15	6,095.52	Golf Range Fees	4543
11.56%	180,952.92	1,565,669.00	1,384,716.08	1,384,716.08	252,009.31	Operations - Golf Course	4542
-790.23%	(3,951.17)	500.00	4,451.17	4,451.17	0.00	Golf Course Handicap Fees	4541
Percent	Unrecognized Revenue Budget	Current Revenue Budget	YTD Cash Collected	YTD Revenue	Current Period Revenue	rce Revenue Source Name	Revenue Source
						1999 - Government Wide Revenue	Unit
						099 - Government Wide Revenue	Department
						0755 - Bull Creek Golf Course Fd	Fund
			Period 11		For Fiscal Year 2023 / Accounting	: 09:46 AM, EDT	R Item
				Revenues vs Budget	Revenu	: 06/09/2023	<u>א</u> 1 #1.
Page 165 OF 1//	Page -			Columbus Consolidated	Columbu	: GACCG-FIN-BA-1001	Report ID

les By Department

ltem #1. Creek Golf Course ay, May 1, 2023 - Wednesday, May 31, 2023

	ant Part (dore the		Sales				Refunds	S		Total	
Item by Department, Category, and Sub-Category	Qţy	Sales	Тах	Cost	Margin	Qţy	Sales Refund	Tax Refund	Qty	Sales	Tax
Cart Fees	6,191	6,191 \$115,663.20		\$30.50	99.97%				6,191	6,191 \$115,663.20	
Food & Beverage	10,620	\$32,410.49		\$2,868.04	91.15%	(8)	(\$21.08)		10,612	10,612 \$32,389.41	
Gift Certificate	40	\$2,675.00							40	\$2,675.00	
Green Fees	5,762	\$73,417.98							5,762	5,762 \$73,417.98	
Memberships	89	\$16,500.00							89	68 \$16,500.00	
Pro Shop	4,230	\$71,940.07		\$13,380.54	81.40%				4,230	4,230 \$71,940.07	
Total	26,911	26,911 \$312,606.74 \$22,422.87 \$16,279.08	\$22,422.87	\$16,279.08	94.79%	(8)	(\$21.08)	(\$1.91)	26,903	(\$1.91) 26,903 \$312,585.66 \$22,420.9	22,420.96

Item #1	: 06/09/2023 : 09:43 AM, EDT		For	Obligations vs. Budget For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023	vs. Budget 3 / Accounting F scal Year 2023	beriod 11			
Fund	0755 - Bull Cree	0755 - Bull Creek Golf Course Fd							
Department	590 - Miscellaneous	suo							
Unit	3000 - Non-Categorical	egorical							
Appropriation	3157 - NON-CA	3157 - NON-CATEGORICAL OXBOW CREEK	W CREEK						
Object Object Name	Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6810 Cost Allo Services	Cost Allocation Services	0.00	0.00	0.00	25,679.25	25,679.25	34,239.00	8,559.75	25.00%
6843 Allocated Wo Comp Costs	Allocated Workers Comp Costs	1,194.75	0.00	0.00	13,142.25	13,142.25	14,337.00	1,194.75	8.33%
Total For Appropriation 3157	priation 3157	1,194.75	0.00	0.00	38,821.50	38,821.50	48,576.00	9,754.50	20.08%
Total For Unit 3000	00	1,194.75	0.00	0.00	38,821.50	38,821.50	48,576.00	9,754.50	20.08%
Total For Department 590	ment 590	1,194.75	0.00	0.00	38,821.50	38,821.50	48,576.00	9,754.50	20.08
rtment st Object N Cost Allocate Comp of For Approp	0755 - Bull Cree 590 - Miscellane 3000 - Non-Cate 3157 - NON-CA 3157 - NON-CA 1location ed Workers costs costs riation 3157 00 ment 590	k Golf Course Fd ous agorical TEGORICAL OXBO Current Period Expenditures 0.00 1,194.75 1,194.75 1,194.75		For Budget Fi Encumbrances 0.00 0.00 0.00 0.00	YTD YTD YTD Incumbrances Expenditures 0.00 25,679.25 0.00 13,142.25 0.00 38,821.50 0.00 38,821.50 0.00 38,821.50	Total Obligations 25,679.25 13,142.25 38,821.50 38,821.50	Current Budgeted Amount 34,239.00 14,337.00 48,576.00 48,576.00	Budget Balance Unobligated 8,559.75 1,194.75 9,754.50 9,754.50	Unobliga 25. 20. 20.

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Run #1	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run Item	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting Period 11	3 / Accounting I	Period 11			
				For Budget Fi	For Budget Fiscal Year 2023				
Fund	0755 - Bull Cree	0755 - Bull Creek Golf Course Fd							
Department	ent 630 - Bull Creek	^							
Unit	2100 - Bull Cree	2100 - Bull Creek Golf Course Mainten	en						
Appropriation		0208 - BULL CRK GOLF -MAINTENANCE	ANCE						
Object	Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6105	Salaries-General Government	12,128.12	0.00	0.00	119,153.44	119,153.44	179,046.00	59,892.56	33.45%
6110	Wages	15,690.16	0.00	0.00	168,823.64	168,823.64	238,420.00	69,596.36	29.19%
6115	Overtime Pay	1,625.10	0.00	0.00	8,554.18	8,554.18	13,000.00	4,445.82	34.20%
6170	Sick Leave - GG	1,819.68	0.00	0.00	7,958.88	7,958.88	0.00	(7,958.88)	0.00%
6172	Vacation Leave GG	830.96	0.00	0.00	23,456.92	23,456.92	0.00	(23,456.92)	0.00
6174	Other Leave GG	0.00	0.00	0.00	9,256.84	9,256.84	0.00	(9,256.84)	0.00
6205	Fica Contributions	2,290.79	0.00	0.00	24,691.43	24,691.43	31,940.00	7,248.57	22.69 Page
6210	Employer Retirement Contr-GG	2,086.09	0.00	0.00	21,369.28	21,369.28	23,421.00	2,051.72	8.76
6220	Group Health Insurance	2,861.52	0.00	0.00	31,476.72	31,476.72	49,600.00	18,123.28	36.54%
6225	Group Life Insurance	0.00	0.00	0.00	988.94	988.94	1,801.00	812.06	45.09%
6235	Unused Sick Leave	0.00	0.00	0.00	4,020.24	4,020.24	0.00	(4,020.24)	0.00%
Total Fo	Total Fast Assurption 0200	39,332.42	0.00	0.00	419,750.51	419,750.51	537,228.00	117,477.49	21.87%

Comparing Interpretation Barry Interpretation Ba	12% 12%	14.88%	77,831.35	523,219.00	445,387.65	445,387.65	0.00	0.00	31,222.88	Total For Appropriation 3207	Total For
arr Columbus Consolution For Fiscal Year 2023 Columbus Consolution For Fiscal Year 2023 Columbus Consolution arr Biology 2023 For Fiscal Year 2023 Columbus Consolution For Fiscal Year 2023 Columbus Consolution arr The Dilgations vs. Bidget For Fiscal Year 2023 Cocuruity Fiscal Year 2000 Cocuruity Fiscal	42%	21.0	11,574.31	55,000.00	43,425.69	43,425.69	0.00	0.00	5,956.95	Motor Fuel	6746
File Backgonza Columnatis Consolution Columnation Columnat	FC /0	39.4	18,475.27	46,869.00	28,393.73	28,393.73	0.00	0.00	0.00	Electricity	6743
Fib. S.A. 4002a Columbia Conset Columbia C	170/	-42.4	(16,555.00)	39,000.00	55,555.00	55,555.00	0.00	0.00	7,615.65	Operating Materials	6728
Fith BA-0002a Columbus Consolidation Columonic Columonicon	16%	37.1	42,545.47	114,500.00	71,954.53	71,954.53	0.00	0.00	12,712.02	Horticulture/Landsca ping Suppl	6727
Erik-BA-0002a Columbus consolidated Obligations vs. Bidget For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2023 Active Fiscal Year 2023 For Fiscal Year 2023 / Accounting Period 11 Eric Fiscal Year 2000 Accounting Period 2000 Account)5%	-14.0	(6,224.82)	44,300.00	50,524.82	50,524.82	0.00	0.00	2,778.53	Auto Parts And Supplies	6721
Ehk-BA-0002a Columbus consolidated End consolidated	31%	43.6	6,541.00	15,000.00	8,459.00	8,459.00	0.00	0.00	0.00	State Inmate Wages	6673
Fix. Columbus Consolitated Obligations vs. Budget For Fiscal Yan 2023 / Accounting Period 11 For Event For Sudget Fiscal Yan 2023 / Accounting Period 11 Immet 0755 - Bull Creek Golf Course Fd For Fiscal Yan 2023 / Accounting Period 11 For Budget Fiscal Yan 2023 / Accounting Period 11 Immet 030 - Bull Creek Golf Course Fd For Fiscal Yan 2023 / Accounting Period 11 For Budget Sale For Budget Sale For Budget Sale For Budget Sale For Sale)0%	-50.0	(325.00)	650.00	975.00	975.00	0.00	0.00	0.00	Membership Dues And Fees	6657
	1	100.0	3,450.00	3,450.00	0.00	0.00	0.00	0.00	0.00	slo	6641
Env. EA.0002a Columbus Consolidated Obligations v.s. Budget For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 1 :00:99/0223 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 1 :00:99/0223 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 1 :00:99/0223 :00:10 cek Golf Course Fd For Fiscal Year 2023 / Accounting Period 11 1 :00:90/023 :01:0 cek Golf Course Fd For Fiscal Year 2023 / Accounting Period 11 2 :00:10 cek Golf Course Mainter :00:0 conterent Period Interest Recenting Period 11 Interest Recenting Period 11 2 :00:0 subl Creek Golf Course Mainter :00:0 conterent Period 10 Interest Recenting Period 11 Interest Recenting Period 11 2 :00:0 subl Creek Golf Course Mainter :00:0 conterent Period 10 :00:0 conterent Period 11 Interest Recenting Period 11 Interest Recenting Period 11 Equipment Wain :0:00 :0:00 :0:0:0 :0:0:0:0 :0:0:0:0 :0:0:0:0 Equipment Wain :0:00 :0:0:0 :0:0:0 :0:0:0:0 :0:0:0:0:0		90.5	3,574.90	3,950.00	375.10	375.10	0.00	0.00	0.00	Telephone	6621
Image: FIN-BA-0002a Columbus Consolidated Obligations v.s. Budget For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Image: 00:05/2023 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 Image: 00:05/2023 For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 Image: 00:05 - Bull Creek Golf Course Fd For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 Image: 00:05 - Bull Creek Golf Course Mainten For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Budget Fiscal Year 2023 Image: 00:06 - Bull Creek Golf Course Mainten For Fiscal Year 2023 For Fiscal Year 2023 Image: 00:07 - Bull Creek Golf Course Mainten For Montens Encumbrances Encumbrances Budget Amount Budget Balance Imability Image: 00:07 - Bull Creek Golf Course Mainten 0:00 0:00 6.873.56 6.873.56 2.000.00 (4.873.56) -243.68% Image: 0:000 0:00 0:00 0:00 0:00 0:00 (2.990.02) -146.59% Image: 0:000 0:00 0:00 0:00 0:00 0:00 6:000.00<		26.5	9,277.56	35,000.00	25,722.44	25,722.44	0.00	0.00	12.72	Parks Maintenance	6577
Image: Interpretendent Columbus Consolidated Columbus Columbus Columbus Columbus Columbia Columbia Columbus Columbia Columbia Columbia Columbia Columbia		4.7	7,301.26	155,500.00	148,198.74	148,198.74	0.00	0.00	2,147.01	Equipment Rental/Lease	6543
artingtions FIN-BA-0002a Columbus Consolidated Obligations vs. Budget Obligations vs. Budget Obligations vs. Budget For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 2000 / Accounting Period 2000.00 For Period 2000 / Accounting Period 2000 / Accounting Period 2000.00	10%	100.0	6,000.00	6,000.00	0.00	0.00	0.00	0.00	0.00	Vehicle Repairs/Accidents	6530
Art.In. et : FIN-BA-0002a Columbus Consolidated Obligations vs. Budget For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 / Accounting Period 11 Iteration Period 11 Ite	%0%	-146.5	(2,930.02)	2,000.00	4,930.02	4,930.02	0.00	0.00	0.00	Building Maintenance & Repair	6521
And LD FIN-BA-0002a Columbus Consolidated Frage #1. : 06/09/2023 Obligations vs. Budget For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 / Accounting Period 11 For Fiscal Year 2023 For Fiscal Year 20	%8	-243.6	(4,873.58)	2,000.00	6,873.58	6,873.58	0.00	0.00	0.00	Miscellaneous Equipment Maintn	6519
FIN-BA-0002a Columbus Consolidated 1 06/09/2023 Obligations vs. Budget 1 09/43 AM, EDT For Fiscal Year 2023 / Accounting Period 11 1 For Social Year 2023 / Accounting Period 11 1 0755 - Bull Creek Golf Course Fd 1 630 - Bull Creek Golf Course Fd 2100 - Bull Creek Golf Course Mainten 3207 - BULL CREEK MAINTENANCE	ed	Unobligate	Budget Balance Unobligated	Current Budgeted Amount	Total Obligations	YTD Expenditures	YTD Encumbrances	YTD Pre- Encumbrances	Current Period Expenditures	Object Name	Object
nrtin : FIN-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget : 09:43 AM, EDT For Fiscal Year 2023 / Accounting Period 11 Item 0755 - Bull Creek Golf Course Fd 0755 - Bull Creek Golf Course Fd 2100 - Bull Creek Golf Course Mainten								m	REEK MAINTENANCI	3207 -	Appropri
Hartin : FIN-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget 10 : 09:43 AM, EDT For Fiscal Year 2023 / Accounting Period 11 Image: Fin-Ball Creek Golf Course Fd For Budget Fiscal Year 2023 OT55 - Bull Creek Golf Course Fd Other Fiscal Year 2023 Image: Fin-Ball Creek Golf Course Fd For Budget Fiscal Year 2023								ne	ek Golf Course Mainte	2100 - Bull Cree	Unit
Artin FIN-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget : 09:43 AM, EDT For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023 For Budget Fiscal Year 2023 0755 - Bull Creek Golf Course Fd For State Stat											Departme
Art ID : FIN-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget : 09:43 AM, EDT For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023									ek Golf Course Fd		Fund
Image: International structure Fin-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget : 09:43 AM, EDT For Fiscal Year 2023 / Accounting Period 11						iscal Year 2023	For Budget F				
Hin FIN-BA-0002a Columbus Consolidated #1. : 06/09/2023 Obligations vs. Budget					Period 11	3 / Accounting	Fiscal Year 202:	For		£.87555558	Run
- : FIN-BA-0002a Columbus Consolidated						vs. Budget	Obligations			ance all sta	Run n #1.
		10 000 UI 040	рел			nsolidated	Columbus Co			734	Report II

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e 390	20.56	257,808.85	1,253,711.00	995,902.15	952,720.15	43,182.00	0.00	70,555.30	Total For Unit 2100	Total Fo
) -	32.34	62,500.01	193,264.00	130,763.99	87,581.99	43,182.00	0.00	0.00	Total For Appropriation 6208	Total Fo
	19.64%	13,500.01	68,735.00	55,234.99	55,234.99	0.00	0.00	0.00	Other Equipment	7762
	0.00%	0.00	6,705.00	6,705.00	6,705.00	0.00	0.00	0.00	Capital Expend - Over \$5,000	7761
	65.65%	49,000.00	74,642.00	25,642.00	25,642.00	0.00	0.00	0.00	Light Trucks	7722
	0.00%	0.00	43,182.00	43,182.00	0.00	43,182.00	0.00	0.00	Automobiles	7721
	Unobligated	Budget Balance Unobligated	Current Budgeted Amount	Total Obligations	YTD Expenditures	YTD Encumbrances	YTD Pre- Encumbrances	Current Period Expenditures	Object Name	Object
								6208 - BULL CREEK OPERATIONS		Appropriation
							en	2100 - Bull Creek Golf Course Mainten	2100 - Bull Cre	Unit
								×	ient 630 - Bull Creek	Department
								0755 - Bull Creek Golf Course Fd	0755 - Bull Cre	Fund
	Page 589 0T 643	Page		g Period 11 23	Columbus Consolidated Obligations vs. Budget scal Year 2023 / Accounting For Budget Fiscal Year 2023	Columbus Consolidated Obligations vs. Budget For Fiscal Year 2023 / Accountin For Budget Fiscal Year 202	For		ID : FIN-BA-0002a : 06/09/2023 : 09:43 AM, EDT	Report Item #1.

Report ID	D : FIN-BA-0002a			Columbus Consolidated	nsonuated			гау	CHO IN NEC ARP.
Run #1.	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run Term #	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting Period 11	3 / Accounting	Period 11			
It				For Budget Fi	For Budget Fiscal Year 2023				
Fund	0755 - Bull Cree	0755 - Bull Creek Golf Course Fd							
Department	ent 630 - Bull Creek	C C							
Unit	2200 - Bull Cree	2200 - Bull Creek Golf Course Operati	đ.						
Appropriation		0209 - BULL CRK GOLF - OPERATIONS	SNC						
Object	Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6105	Salaries-General Government	16,556.94	0.00	0.00	197,934.38	197,934.38	0	(3,988.38)	-2.06%
6110	Wages	5,709.59	0.00	0.00	39,848.53	39,848.53	22,106.00	(17,742.53)	-80.26%
6115	Overtime Pay	1,086.98	0.00	0.00	3,663.93	3,663.93	0.00	(3,663.93)	0.00%
6170	Sick Leave - GG	0.00	0.00	0.00	4,976.36	4,976.36	0.00	(4,976.36)	0.00%
6172	Vacation Leave GG	0.00	0.00	0.00	73.83	73.83	0.00	(73.83)	0.00
6174	Other Leave GG	0.00	0.00	0.00	1,090.28	1,090.28	0.00	(1,090.28)	0.00
6205	Fica Contributions	1,817.11	0.00	0.00	18,913.83	18,913.83	16,531.00	(2,382.83)	-14.41 Page
6210	Employer Retirement Contr-GG	608.84	0.00	0.00	9,024.28	9,024.28	10,613.00	1,588.72	14.97
6220	Group Health Insurance	0.00	0.00	0.00	7,964.55	7,964.55	16,120.00	8,155.45	50.59%
6225	Group Life Insurance	0.00	0.00	0.00	482.92	482.92	817.00	334.08	40.89%
6235	Unused Sick Leave	0.00	0.00	0.00	1,858.74	1,858.74	0.00	(1,858.74)	0.00%
6267	Car Allowance	400.00	0.00	0.00	4,400.00	4,400.00	4,800.00	400.00	8.33%
Total For	Total For Appropriation 0209	26,179.46	0.00	0.00	290,231.63	290,231.63	264,933.00	(25,298.63)	-9.55%

	18.06%	4,154.91	23,000.00	18,845.09	18,845.09	0.00	0.00	0.00		0740
	-32.51%	(1,137.78)	3,500.00	4,637.78	4,637.78	0.00	0.00	425.02	Watel	7410
	45.19%	22,005.96	48,700.00	26,694.04	26,694.04	0.00	0.00	3,379.52		6740
	23.80%	832.94	3,300.00	2,007.00	2,007.00	0.00	0.00			0073
	/000 66	10 000	3 500 00	30 733 0	AU 299 C	00.0	0.00	138.34	Auto Parts And	6721
	-38.13%	(571.96)	1,500.00	2,071.96	2,071.96	0.00	0.00	405.30	Office Supplies	6711
	100.00%	500.00	500.00	0.00	0.00	0.00	0.00	0.00	Other Purchased Services	6699
	-85.00%	(425.00)	500.00	925.00	925.00	0.00	0.00	0.00	Membership Dues And Fees	6657
	100.00%	800.00	800.00	0.00	0.00	0.00	0.00	0.00	Handicap Fees	6656
	-57.93%	(2,027.64)	3,500.00	5,527.64	5,527.64	0.00	0.00	466.81	Local Mileage Reimbursement	6643
	61.86%	1,546.51	2,500.00	953.49	953.49	0.00	0.00	0.00	Travel,Schools & Conferences	6641
	26.92%	150.47	559.00	408.53	408.53	0.00	0.00	0.00	Copier Charges	6632
	-16.61%	(564.60)	3,400.00	3,964.60	3,964.60	0.00	0.00	0.00	Printing Services	6631
	100.00%	200.00	200.00	0.00	0.00	0.00	0.00	0.00	Postage	6625
-	8.71%	43.54	500.00	456.46	456.46	0.00	0.00	45.27	Mobile Phone/Service	6622
Page	-5.48%	(369.22)	6,733.00	7,102.22	7,102.22	0.00	0.00	676.70	Telephone	6621
9392	-195.25%	(4,881.37)	2,500.00	7,381.37	7,381.37	0.00	0.00	0.00	Equipment Rental/Lease	6543
-	29.93%	2,094.83	7,000.00	4,905.17	4,905.17	0.00	0.00	0.00	Building Maintenance & Repair	6521
	96.64%	1,932.79	2,000.00	67.21	67.21	0.00	0.00	0.00	Miscellaneous Equipment Maintn	6519
	0.75%	346.87	46,000.00	45,653.13	45,653.13	0.00	0.00	6,955.67	Contractual Services	6319
	-56.40%	(564.00)	1,000.00	1,564.00	1,564.00	0.00	0.00	0.00	Promotion/Advertisin g Services	6317
	Unobligated	Budget Balance Unobligated	Current Budgeted Amount	Total Obligations	YTD Expenditures	YTD Encumbrances	YTD Pre- Encumbrances	Current Period Expenditures	Object Name	Object
								3208 - BULL CREEK OPERATIONS		Appropriation
							ati	2200 - Bull Creek Golf Course Operati	2200 - Bull Cre	Unit
						ţ		~	ient 630 - Bull Creek	Department
								Bull Creek Golf Course Fd	0755 - Bull Cree	Fund
					For Budget Fiscal Year 2023	For Budget F				
				Period 11	3 / Accounting	For Fiscal Year 2023 / Accounting Period 11	For		: 09:43 AM, EDT	Run
					vs. Budget	Obligations vs. Budget			: 06/09/2023	Run
	Page 591 of 643	Pag			onsolidated	Columbus Consolidated			D : FIN-BA-0002a	Report ID

- Pa	14.09	298,071.30	2,115,403.00	1,817,331.70	1,774,149.70	43,182.00	0.00	141,333.16		i otat Por
ige 39		288,316.80	2,066,827.00	1,778,510.20	1,735,328.20	43,182.00	0.00	140,138.41	Total For Department 630	Total For
3 -	3.75	30,507.95	813,116.00	782,608.05	782,608.05	0.00	0.00	69,583.11	Total For Unit 2200	Total For
1	10.18%	55,806.58	548,183.00	492,376.42	492,376.42	0.00	0.00	43,403.65	Total For Appropriation 3208	Total For
	19.57%	39,523.02	202,000.00	162,476.98	162,476.98	0.00	0.00	22,641.61	Food	6771
	-4.30%	(8,074.69)	188,000.00	196,074.69	196,074.69	0.00	0.00	8,269.41	Merchandise For Redistribution	6761
	100.00%	291.00	291.00	0.00	0.00	0.00	0.00	0.00	Motor Fuel	6746
	Unobligated	Budget Balance Unobligated	Current Budgeted Amount	Total Obligations	YTD Expenditures	YTD Encumbrances	YTD Pre- Encumbrances	Current Period Expenditures	Object Name	Object
								3208 - BULL CREEK OPERATIONS		Appropriation
							ť	2200 - Bull Creek Golf Course Operati	2200 - Bull Cre	Unit
								×	ent 630 - Bull Creek	Department
								0755 - Bull Creek Golf Course Fd	0755 - Bull Cre	Fund
				Period 11	scal Year 2023 / Accounting For Budget Fiscal Year 2023	For Fiscal Year 2023 / Accounting Period 11 For Budget Fiscal Year 2023	For		: 09:43 AM, EDT	Item :
					vs. Budget	Obligations vs. Budget			: 06/09/2023	Ru 41.
	Page 592 of 643	Page			nsolidated	Columbus Consolidated			2 : FIN-BA-0002a	Report ID

Ru Report ID	: GACCG-FIN-BA-1001 : 06/09/2023	Columbu	Columbus Consolidated Revenues vs Budget			Page	Page 164 of 177
R Item o	: 09:46 AM, EDT	For Fiscal Year 2023 / Accounting		Period 11			
Fund	0756 - Oxbow Creek Golf Course Fd						
Department	099 - Government Wide Revenue						
Unit	1999 - Government Wide Revenue						
Revenue Source	Irce Revenue Source Name	Current Period Revenue	YTD Revenue	YTD Cash Collected	Current Revenue Budget	Unrecognized Revenue Budget	Percent
4542	Operations - Golf Course	45,123.79	382,675.29	382,675.29	362,637.00	(20,038.29)	-5.53%
4543	Golf Range Fees	5,026.71	37,093.98	37,093.98	28,000.00	(9,093.98)	-32.48%
4544	Snack Bar- Golf Course	6,267.53	45,084.47	45,084.47	27,363.00	(17,721.47)	-64.76%
4582	Sale Of Merchandise	7,034.77	59,290.96	59,290.96	26,000.00	(33,290.96)	-128.04%
4802	Donations	0.00	1,200.00	1,200.00	0.00	(1,200.00)	0.00%
4842	Vendors Comp Sales Tax	103.71	1,067.82	1,067.82	0.00	(1,067.82)	0.00%
4931	Transfer In-General Fund	0.00	32,856.00	32,856.00	182,856.00	150,000.00	82.03
Total For Un	Total For Unit 1999 - Government Wide Revenue	63,556.51	559,268.52	559,268.52	626,856.00	67,587.48	10.78 je 394
Total For De	Total For Department 099 - Government Wide Revenue	63,556.51	559,268.52	559,268.52	626,856.00	67,587.48	10.78 - Pag
Total For Fu	Total For Fund 0756 - Oxbow Creek Golf Course Fd	63,556.51	EEO 200 E2		626,856.00	67,587.48	10.78%

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ltem #1. ow Creek Golf Course ay, May 1, 2023 - Wednesday, May 31, 2023

			Sales				Refunds	S		Total	- 44 - 14
Item by Department, Category, and Sub-Category	Qty	Sales	Tax	Cost	Margin	Qty	Sales Refund	Tax Refund	Qty	Sales	Tax
Cart Fees	869	\$9,885.06		\$0.00	100.00%				698	\$9,885.06	
Food & Beverage	3,560	\$6,764.64		\$50.40	99.25%				3,560	3,560 \$6,764.64	
Green Fees	2,863	2,863 \$38,090.41							2,863	2,863 \$38,090.41	
Pro Shop	1,629	1,629 \$13,586.76		\$3,746.87	72.42%				1,629	1,629 \$13,586.76	
Total	8,921	\$68,326.87	\$6,156.86	\$3,797.27	94.44%			\$0.00	8,921	\$68,326.87	\$6,156.86

ge 39										
6 -	18.31	3,567.88	19,485.00	15,917.12	15,917.12	0.00	0.00	651.67	Total For Department 590	Total For [
%	18.31%	3,567.88	19,485.00	15,917.12	15,917.12	0.00	0.00	651.67	Jnit 3000	Total For Unit 3000
%	18.31%	3,567.88	19,485.00	15,917.12	15,917.12	0.00	0.00	651.67	Total For Appropriation 3178	Total For /
%	8.33%	651.63	7,820.00	7,168.37	7,168.37	0.00	0.00	651.67	Allocated Workers Comp Costs	6843
%	25.00%	2,916.25	11,665.00	8,748.75	8,748.75	0.00	0.00	0.00	Cost Allocation Services	6810
	Unobligated	Budget Balance Unobligated	Current Budgeted Amount	Total Obligations	YTD Expenditures	YTD Encumbrances	YTD Pre- Encumbrances	Current Period Expenditures	Object Object Name	Object C
								N CREEK	ion 3178 - OXBOW CREEK	Appropriation
								itegorical	3000 - Non-Categorical	Unit
								neous	rt 590 - Miscellaneous	Department
								0756 - Oxbow Creek Golf Course Fd	0756 - Oxbow	Fund
					For Budget Fiscal Year 2023	For Budget Fi				
				Period 11	3 / Accounting	For Fiscal Year 2023 / Accounting Period 11	For		: 09:43 AM, EDT	Run Item
					vs. Budget	Obligations vs. Budget			: 06/09/2023	Ru #1.
	Page 594 OF 643	Pag			nsolidated	Columbus Consolidated			: FIN-BA-0002a	Report ID
								-		

- Page 396

Report ID	: FIN-BA-0002a			Columbus Consolidated	nsolidated			реч	Page 393 OF 645
Run #1.	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting Period 11	3 / Accounting	Period 11			
				For Budget Fi	For Budget Fiscal Year 2023				
Fund	0756 - Oxbow Ci	0756 - Oxbow Creek Golf Course Fd							
Department	nt 640 - Oxbow Creek Golf Course	ek Golf Course							
Unit	2100 - Oxbow Creek Pro Shop	reek Pro Shop							
Appropriation		0181 - OXBOW CREEK - PRO SHOP	U						
Object (Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6105	Salaries-General Government	8,160.22	0.00	0.00	112,110.92	112,110.92	107,464.00	(4,646.92)	-4.32%
6110	Wages	3,128.75	0.00	0.00	30,310.30	30,310.30	36,749.00	6,438.70	17.52%
6115	Overtime Pay	655.89	0.00	0.00	6,525.83	6,525.83	0.00	(6,525.83)	0.00%
6170	Sick Leave - GG	0.00	0.00	0.00	906.58	906.58	0.00	(906.58)	0.00%
6172	Vacation Leave GG	0.00	0.00	0.00	1,214.25	1,214.25	0.00	(1,214.25)	0.00%
6174	Other Leave GG	0.00	0.00	0.00	2,626.26	2,626.26	0.00	(2,626.26)	0.00%
6205	Fica Contributions	884.75	0.00	0.00	11,292.77	11,292.77	11,626.00	333.23	2.879
6210	Employer Retirement Contr-GG	537.70	0.00	0.00	7,719.24	7,719.24	8,175.00	455.76	5.58
6220	Group Health Insurance	953.84	0.00	0.00	15,985.88	15,985.88	21,080.00	5,094.12	24.17%
6225	Group Life Insurance	0.00	0.00	0.00	350.18	350.18	629.00	278.82	44.33%
6235	Unused Sick Leave	0.00	0.00	0.00	563.13	563.13	1,000.00	436.87	43.69%
6643	Local Mileage Reimbursement	48.68	0.00	0.00	1,069.13	1,069.13	0.00	(1,069.13)	0.00%
Total For	Total For Appropriation 0181	14,369.83	0.00	0.00	190,674.47	190,674.47	186,723.00	(3,951.47)	-2.12%

Report ID	D : FIN-BA-0002a			Columbus Consolidated	nsolidated			Page	Page Syb OI 045
Run #1.	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting Period 11	3 / Accounting I	Period 11			
				For Budget Fi	For Budget Fiscal Year 2023				
Fund	0756 - Oxbow C	Oxbow Creek Golf Course Fd							
Department		640 - Oxbow Creek Golf Course							
Unit	2100 - Oxbow Creek Pro Shop	Creek Pro Shop							
Appropriation		3158 - OXBOW CREEK - PRO SHOP	0						
Object	Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6319	Contractual Services	1,564.40	0.00	0.00	14,508.16	14,508.16	14,000.00	(508.16)	-3.63%
6521	Building Maintenance & Repair	0.00	0.00	0.00	0.00	0.00	400.00	400.00	100.00%
6621	Telephone	0.00	0.00	0.00	944.61	944.61	4,000.00	3,055.39	76.38%
6626	Newspaper/Periodic al Advertisi	0.00	0.00	0.00	0.00	0.00	150.00	150.00	100.00%
6631	Printing Services	0.00	0.00	0.00	0.00	0.00	200.00	200.00	100.00%
6632	Copier Charges	0.00	0.00	0.00	267.00	267.00	500.00	233.00	46.60°
6657	Membership Dues And Fees	0.00	0.00	0.00	1,307.62	1,307.62	2,000.00	692.38	34.629
6699	Other Purchased Services	0.00	0.00	0.00	0.00	0.00	100.00	100.00	100.00%
6711	Office Supplies	0.00	0.00	0.00	216.35	216.35	400.00	183.65	45.91%
6728	Operating Materials	256.20	0.00	0.00	6,347.39	6,347.39	8,200.00	1,852.61	22.59%
6742	Water	117.45	0.00	0.00	749.35	749.35	400.00	(349.35)	-87.34%
6743	Electricity	0.00	0.00	0.00	2,743.92	2,743.92	7,500.00	4,756.08	63.41%
6761	Merchandise For Redistribution	2,914.04	0.00	0.00	60,113.08	60,113.08	58,637.00	(1,476.08)	-2.52%
6771	Food	1,920.58	0.00	0.00	23,141.50	23,141.50	25,000.00	1,858.50	7.43%
Total Fo	Total For Appropriation 3158	6,772.67	0.00	0.00	110,338.98	110,338.98	121,487.00	11,148.02	9.18%
Total Fc	Total For Unit 2100	21,142.50	0.00	0.00	301,013.45	301,013.45	308,210.00	7,196.55	2.33%

Report ID	ID : FIN-BA-0002a			Columbus Consolidated	Isolidated				
Run	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting		Period 11			
	[<u>'</u>			For Budget Fi	For Budget Fiscal Year 2023				
Fund	0756 - Oxbow C	0756 - Oxbow Creek Golf Course Fd							
Department	tent 640 - Oxbow Creek Golf Course	eek Golf Course							
Unit	2200 - Oxbow C	2200 - Oxbow Creek Maintenance							
Appropriation		0182 - OXBOW CREEK - MAINTENANCE	ANCE						
Object	Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	ҮТD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6110	Wages	6,632.80	0.00	0.00	70,947.05	70,947.05	85,618.00	14,670.95	17.14%
6115	Overtime Pay	491.76	0.00	0.00	2,937.62	2,937.62	0.00	(2,937.62)	0.00%
6170	Sick Leave - GG	491.76	0.00	0.00	911.66	911.66	0.00	(911.66)	0.00%
6172	Vacation Leave GG	0.00	0.00	0.00	3,367.63	3,367.63	0.00	(3,367.63)	0.00%
6174	Other Leave GG	0.00	0.00	0.00	3,987.14	3,987.14	0.00	(3,987.14)	0.00%
6205	Fica Contributions	544.21	0.00	0.00	6,027.89	6,027.89	7,748.00	1,720.11	22.20%
6210	Employer Retirement Contr-GG	495.06	0.00	0.00	4,979.49	4,979.49	2,783.00	(2,196.49)	-78.93° Page
6215	Employer Retirement Contr-PS	0.00	0.00	0.00	0.00	0.00	4,946.00	4,946.00	100.00
6220	Group Health Insurance	953.84	0.00	0.00	8,003.21	8,003.21	12,400.00	4,396.79	35.46%
6225	Group Life Insurance	0.00	0.00	0.00	220.27	220.27	385.00	164.73	42.79%
6235	Unused Sick Leave	0.00	0.00	0.00	482.89	482.89	0.00	(482.89)	0.00%
Total F	Total For Appropriation 0182	9,609.43	0.00	0.00	101,864.85	101,864.85	113,880.00	12,015.15	10.55%

Report ID	: FIN-BA-0002a			Columbus Consolidated	nsolidated			Fage	rage 280 OF 043
Run #1.	: 06/09/2023			Obligations vs. Budget	vs. Budget				
Run tem ;	: 09:43 AM, EDT		For	For Fiscal Year 2023 / Accounting Period 11	/ Accounting F	Period 11			
1				For Budget Fi	For Budget Fiscal Year 2023				
Fund	0756 - Oxbow Cr	Oxbow Creek Golf Course Fd							
Department	nt 640 - Oxbow Creek Golf Course	ek Golf Course							
Unit	2200 - Oxbow Ci	2200 - Oxbow Creek Maintenance							
Appropriation		3171 - OXBOW CREEK - MAINTENANCE	ANCE						
Object	Object Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
6319	Contractual Services	0.00	0.00	0.00	3,672.00	3,672.00	7,500.00	3,828.00	51.04%
6519	Miscellaneous Equipment Maintn	834.55	0.00	0.00	3,463.70	3,463.70	3,000.00	(463.70)	-15.46%
6521	Building Maintenance & Repair	0.00	0.00	0.00	2,747.60	2,747.60	400.00	(2,347.60)	-586.90%
6543	Equipment Rental/Lease	0.00	0.00	0.00	37,695.66	37,695.66	53,000.00	15,304.34	28.88%
6577	Parks Maintenance	1,631.00	0.00	0.00	3,851.15	3,851.15	1,800.00	(2,051.15)	-113.95%
6601	Education/Training	150.00	0.00	0.00	150.00	150.00	150.00	0.00	0.00°
6621	Telephone	0.00	0.00	0.00	0.00	0.00	600.00	600.00	100.009
6641	Travel,Schools & Conferences	0.00	0.00	0.00	0.00	0.00	2,000.00	2,000.00	100.00%
6657	Membership Dues And Fees	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	100.00%
6673	State Inmate Wages	0.00	0.00	0.00	3,570.00	3,570.00	4,000.00	430.00	10.75%
6721	Auto Parts And Supplies	103.14	0.00	0.00	10,636.66	10,636.66	12,000.00	1,363.34	11.36%
6727	Horticulture/Landsca ping Suppl	1,152.00	0.00	0.00	11,668.03	11,668.03	28,000.00	16,331.97	58.33%
6728	Operating Materials	590.00	0.00	0.00	8,008.63	8,008.63	15,300.00	7,291.37	47.66%
6743	Electricity	0.00	0.00	0.00	11,043.89	11,043.89	16,000.00	4,956.11	30.98%
6746	Motor Fuel	2,465.70	0.00	0.00	10,639.02	10,639.02	10,768.00	128.98	1.20%
Total For	Total For Appropriation 3171	6,926.39	0.00	0.00	107,146.34	107,146.34	155,518.00	48,371.66	31.10%
Total For	Appropriation 3171	6,926.39		0.00		0.00	0.00 107,146.34 🍯	0.00 107,146.34 107,146.34	0.00 107,146.34 107,146.34 155,518.00

1. Standard Standard	06/09/2023 09:43 AM, EDT		For	Obligations Fiscal Year 202: For Budget Fi	vs. Budget 3 / Accounting F scal Year 2023	⁹ eriod 11			
	0756 - Oxbow Cre	ek Golf Course Fd							
ment	640 - Oxbow Cree	ek Golf Course							
	2200 - Oxbow Cre	ek Maintenance							
oriation		REEK MAINT							
Obje	oct Name	Current Period Expenditures	YTD Pre- Encumbrances	YTD Encumbrances	YTD Expenditures	Total Obligations	Current Budgeted Amount	Budget Balance Unobligated	Unobligated
Aut	omobiles	0.00	0.00	43,182.00	0.00	43,182.00	43,182.00	0.00	0.00%
Ligt	nt Trucks	0.00	0.00	0.00	28,930.00	28,930.00	29,763.00	833.00	2.80%
Oth	ner Equipment	0.00	0.00	0.00	26,504.01	26,504.01	26,504.00	(0.01)	-0.00%
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Report ID : FIN-BA-0002a

Columbus Consolidated

Exhibit A

MINUTES OF THE MEETING OF THE DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA June 1, 2023

MEMBERS PRESENT: Heath Schondelmayer, Selvin Hollingsworth, Charles Ray Sheffield, Travis Chambers, Dallis Copeland, Geniece Granville

ALSO PRESENT: Joe Sanders, Jerald Mitchell, Pam Hodge, Conner Miller, Robert McKenna, Tracey Herring, Heather Chason, Kathryn Quackenbush, Tricia DePadro, Kaylynn Link, Bill Dudley, Corinne Thornton, Christy Bozeman

The meeting was called to order by Heath Schondelmayer.

- I. WELCOME
 - A. May 4, 2023 Minutes Upon motion made by Selvin Hollingsworth and seconded by Dallis Copeland, the Authority unanimously approved the minutes of the May 4, 2023 meeting attached as "Exhibit A".
- II. FINANCES
 - A. May Financial Update Joe Sanders commented on several line items to include millage funding, miscellaneous expenses, and a fund transfer from CEDC. Upon motion by Selvin Hollingsworth and seconded by Dallis Copeland, the Authority unanimously approved the May 2023 Financial Reports attached as Exhibit "B".

III. STATE JOB TAX CREDIT REPORT

- A. Tricia DePadro reported on the State Job Tax Credit program:
 - Tricia DePadro explained how businesses can take advantage of tax incentives and benefits through the State Job Tax Credit program due to Columbus being designated as a Tier I county, who is eligible, requirements, and how to apply.
 - Tricia DePadro fielded questions on overall State use of the Tax Credit Program and elaborated on the how the program might influence businesses to choose Columbus due to the advantages of the program.
 - Jerald Mitchell commented on the importance of highlighting the tax credit program in the site selection process for prospective businesses.

IV. ECONOMIC DEVELOPMENT REPORT

- A. Jerald Mitchell presents Economic Development snapshot. He reported the following:
 - Jerald discussed 2023 Project Pipeline and goals with an expectation of 10-15% of opportunities materializing. He commented on the most promising target industry sectors including electric vehicle suppliers, aerospace, and advanced manufacturing.
 - Jerald discussed the status of active projects and development of the site plan for Muscogee Technology Park including cleared sites and priority sites. Heath Schondelmayer commented on the number one problem of project development being the speed to market. Jerald reported on the costs of clearing and grading priority sites to capitalize on opportunities. Discussion over the possibilities for sites, profitability, and time frames. Heath Schondelmayer suggested making a joint visit to walk the sites to finalize decisions regarding site development and priorities.

Exhibit A

- Conner Miller reported on the robotics initiatives including the CMMC Summit, grant pursuals, and the Chamber's continuous collaboration with CTC and MCSD to develop pathways. Jerald Mitchell commented on developing strategic plan for Robotics and focuses including Cybersecurity, Big Data and Defense Research and Development.
- Conner Miller briefly discussed the PIE Awards event and the upcoming Fall Interactive Workforce Expo in September. Jerald Mitchell commented on seeking sponsorships for the Workforce Expo and its importance to economic development and exposing youth to STEAM possibilities.
- Tracey Herring provided a Small Business snapshot including the upcoming Small Business Summer Series and the status of the ARP Grant Program.

٧. CITY OF COLUMBUS REPORT

A. Pam Hodge briefly reported on the status of the City Hall move and upcoming ribbon cutting in July. She stated the City's budget will go to council in June, and tax notices sent out in May. She reported the appointment of the Interim police chief is resulting in initiatives including partnering with Urban League, and collaborations for youth programs. Discussion over the railway, its future use, and the importance of collaborating with Mobile Southern to maintain railway access for business use.

VI. **OLD BUSINESS**

Nothing significant to report.

VII. **NEW BUSINESS**

A. Heath Schondelmayer commented on the new Development Authority Board member, Laura Gower, currently being out of town but a tour of assets is being planned.

VIII. LEGAL ISSUES

- A. Rob Mckenna reported on the status of the amendment ratification approval for Rivertown Pediatrics and one month extension request for signatures. Upon motion made by Selvin Hollingsworth and seconded by Charles Ray Sheffield, the Authority unanimously approved the amendment ratification for Rivertown Pediatrics.
- B. Rob Mckenna discussed Foundation Properties wanting to terminate and pay off bonds to transfer property to the Board of Regents. Upon motion made by Selvin Hollingsworth and seconded by Travis Chambers, the Authority unanimously approved the termination of Foundation Properties' bonds.
- IX. EXECUTIVE SESSION

No Executive session called.

Х. MEETING ADJOURNED

There being no further business the Authority was declared adjourned by the Chairman.

Heath Schondelmayer, Chairman

Selvin Hollingsworth Vice Chair

MINUTES OF THE MEETING OF THE DEVELOPMENT AUTHORITY OF COLUMBUS GEORGIA June 15, 2023

MEMBERS PRESENT: Heath Schondelmayer, Selvin Hollingsworth, Charles Ray Sheffield, Travis Chambers, Geniece Granville

MEMBERS NOT PRESENT: Dallis Copeland

ALSO PRESENT: Jerald Mitchell, Robert McKenna, Heather Chason, Kathryn Quackenbush

I. WELCOME

A. The meeting was called to order by Heath Schondelmayer.

II. ECONOMIC DEVELOPMENT RESOLUTION

- A. Jerald Mitchell provided an update on Project Maverick. He discussed the background of the project including an enhancement of an engine center and addition of a forging operation. Geniece Granville questioned the project's site selection. Jerald Mitchell discussed the project being an expansion on an existing site. Jerald fielded questions regarding the expected average annual salary to be about \$63,000, \$25 Million in new annual payroll, and approximately 396 new jobs. Discussion over press release dates and media coverage.
- B. Rob Mckenna discussed the endorsement resolution and project agreement for Project Maverick. Rob elaborated on the project's Tier 1 designation with a 20-year tax abatement. Discussion over hiring timeframes, percentages on tax abatement and total abatement values. Upon motion made by Selvin Hollingsworth and seconded by Charles Ray Sheffield, the Authority unanimously approved the endorsement resolution and project agreement for Project Maverick.

III. LEGAL ISSUES

A. Rob Mckenna reported on Wagner Family Properties' request to transfer and extend a sublease of Development Authority property from Pike Electric to Georgia Power for property storage. Upon motion made by Travis Chambers and seconded by Selvin Hollingsworth, the Authority unanimously approved the extension and transfer of sublease of property leased by Wagner Family Properties to Georgia Power.

IV. OLD BUSINESS

None

V. <u>NEW BUSINESS</u>

- A. Heath Schondelmayer discussed scheduling site visits for the new Development Authority member, Laura Gower, and the rest of the committee to maintain awareness of site statuses and progress.
- B. Rob Mckenna commented on needing to elect a new secretary/treasurer. Discussion about Geniece Granville being the new secretary. Upon motion made by Charles Ray Sheffield and seconded by Selvin Hollingsworth, the Authority unanimously approved Geniece Granville being appointed as the Secretary of the Development Authority.

Exhibit C

- VI. <u>EXECUTIVE SESSION</u> None
- VII. <u>MEETING ADJOURNED</u> There being no further business the Authority was declared adjourned by the Chairman.

Heath Schondelmayer, Chairman

Selvin Hollingsworth, Vice Chair

Notes from MCPD Meeting Date:4/18/2023

Notes:

May is mental health month.

We have an event scheduled for Memorial day weekend but there are concerns about if we will have people participate.

June is PTSD awareness month but it is Womens' veterans month. We can move the event to June and market to the full community as 'Mental Health' in place of PTSD.

There were some questions about the details of the event and what would happen that day. It will be resources, speakers ect. We will need to reserve three spaces at the library.

11:30am-3:30pm with the room, 10:00am-1:30pm the auditorium is open for the speakers.

Date: June 9th, event 12-3pm.

We have to figure out the vendors for the event and speakers.

Vendor: New Horizons, American Works, DBHDD-Mathew Clay, CPSP- Certified peer support parent that works with parents only, Area agency on aging, Access to Independence-Ore, Nami-, Cindy Patelo, SSA-No contact, GVRA, GDOL?, Sheriff Department, CPD? VA center, Valley Health Care, River Town, Ellie, MerciMed

Speaker- Success story?

Target Population: Everyone in the community that wants to attend the mental health

Agenda: Mental health awareness meeting..... They want to have speakers, vendors, information available, and fellowship. We need a timeline of what is going to happen and how the event is going to flow. Do we need an activity? Door Prizes? Vendors bring the prizes? Tsys can donate some items. Raffle tickets, everyone can get a ticket from the door. Corn Hole game,

We had a request of forming a sub committee to help support this activity.

Groupmeet: For a meeting between meetings to talk between the regular meetings. This is an app for the members to join and discuss. There is an issue with some of the members being able to connect to the app.

October event was tabled till after June.

Project Search Graduation announcement.

April 26 job fair

April 29th Autism Resource fair

May 9th- Destress and scream event- on Zoom

May 24- Nero Divergent support group

July 26th- Cooper Creek park- parent support event

April- Starting the Coffee and conversations with Diane on the 25th

Diane is also working on getting a support group going again but the medical center in not currently letting children in.

Area Commition on Ageing, Wellness Event, May 12th

There was a question for T-Shirts for memebers who work the event. One of the members- GVRA will check and see if they can get us some t-shirts. Carla mentioned that we may have some polos that may be with Dalia now. There was also a question regarding the name badges for people who are working the event. Also a request for a banner to post for the event in June.

RAC Meeting Agenda Notes **Region 6** *from May 11, 2022*

The meeting came to order when Valerie West [Chair]welcomed everyone. She then called for a moment of silence for those we lost due to covid 19.

Today's agenda was put on screen so members could view and meeting was called to order. Roll call was approved and seconded 16 present and 17 absent with 13 counties represented today.

Respect institute's Jessica Smith introduced Danielle Wright as the speaker for today. Her title was weathering the storm. She spoke of the troubles she encountered when dealing with the issues that occurred when all three of her children were diagnosed at school age. [both sons have adhd her daughter has anxiety] She is now an advocate of modified behavior instead of medicine to treat those with these issues.

The Chair asked for volunteers for the nominating committee.

 Dbhdd Reports

Behavioral Health-Ann Riley

Heather Smith stated that DBHDD has funded two programs: Co-responder for [Muscogee and Troup] & Rapid housing both to prevent unnecessary incarceration. Licensed providers will be needed for these programs and parttime positions

Developmental/Intellectual Health-Valona Baldwin Valona spoke of these legislative updates:

- Comp waiver renewal is pending review from CMS -this renewal was to occur in May of 2021
- Appendix K has been extended to 90 days
 -due to the public health emergency
 -2% rate increase across all waiver services by 2023
- 513 new comp waivers by July 2023
 -this will open up so many services to those with DD/IDD

Per Chair "The next meeting date is July 13 And we now stand adjourned ".

RAC Board Members

Valerie West	Jim McCarten	Annie Davis	Ted Kirk
Chair	Vice Chair	Secretary	Alternate

RAC Meeting Agenda Notes Region 6 From September 14, 2022

RAC Executive Board members:

Valerie West	Jim McCarten	Annie Davis	Ted Kirk
Chair	Vice Chair	Secretary	Alternate

The meeting was called to order when Valerie West [Chair] welcomed everyone. She then called for a moment of silence to acknowledge those we lost due to covid and other negative events during the course of the year. Roll call consisted of 15 members present; last meeting's minutes were observed as well. Jim McCarten made the motion to accept these items and Siddiga Gibson seconded the motion. Jim McCarten made the motion to accept today's agenda and Annie Davis seconded the motion

Respect Institute

Toyia Mathers from Respect Institute introduced the speaker for the day Christopher Powell. Christopher's speech was all about how rough his life was when he ended up at rock bottom. He stated that recovery is possible for all through pain and sacrifice. Per Valerie his story of recovery from mental illness and dependence gave hope today!

DBHDD Reports

Behavioral Health-Ann Riley

Sam Paige in for Ann Riley no updates to report *Developmental/Intellectual Health-Valona Baldwin*

Valona stated that the comp waiver renewal has finally been approved and will be available for viewing on gammis mid-October. Also, it is effective April 1, 2021. Appendix K was extended for 90 days which means until October of this year. Appendix allows certain flexibilities while covid is present.

Election of Executive Committee

Valerie stated that the nominating commit didn't have many volunteers.

The Nominations began with the Chair position- Sabrina Prince accepted the nomination and it was moved to close by Jim McCarten, seconded by Siddiga Gibson

Nomination for Vice chair was Donna McBride and it was move to close by Annie Davis, seconded by Jim McCarten

Nomination for Secretary because no one was nominated Valerie asked Annie if she wished to maintain her position for another term, she did and it was moved to close by Jim McCarten, seconded by Sabrina Prince

Nomination for alternate Trish Israel and it was moved to close by Starla De Saussure, seconded by Jeff Cantor

Nomination for alternate Doris Aduze and it was moved to close by Annie Davis, seconded by Jim McCarten

Valerie stated that our next RAC meeting will be November 9 then turned the meeting over to the newly elected chair Sabrina Manning-Prince. Sabrina called for a motion to adjourn the meeting and the motion was seconded

	New RAC Exe	ecutive Board	Members
Sabrina Manning-Prince	Donna McBride	Annie Davis	Trish Israel & Doris Aduze
Chair	Vice Chair	Secretary	<i>Alternates</i>

RAC Meeting Agenda Notes Region Six From November 9,2022

RAC Executive Board member	ers:		
Sabrina-Manning Prince	Donna McBride	Annie Davis	Trish Israel and Doris Aduze
Chair	Vice Chair	Secretary	Alternates

Today's meeting was called to order by the chair, Sabrina and she welcomed everyone to the meeting. There was some technical difficulty, but it was soon gone and we continued on with the next section of the agenda.

Respect Institute

Toya Mathers outreach coordinator from the Respect Institute introduced our speaker for today Rhonda Bell. Rhonda's title was Simple life lessons. She spoke of tragedies in her life and when she learned about God's love. To her peers she sends the message "you are worthy of great things"

Behavioral health-Ann Riley

DBHDD Reports

Heather Smith reported for Ann today. She stated that the new service system is closed due to not receiving a passing score. The new system was overwhelmed.

Developmental/Intellectual Health-Valona Baldwin

Valona stated that the Comp Renewal is effective as of October 2022. She also restated the 5% increase of the home and community based waivers are effective in July 2021.

Questions about Membership and other items

Sabrina asked the board about forums and things to bring attention to community issues. She will check on this in the future. She also asked about a Press release for legal ordinance-this is a question to address to the statewide leadership council.

Jeff Cantor asked how many members we have and where are the membership lists. After the membership expires do they continue until new members come into play. Amy stated she would email us the new by laws

There was a motion to adjourn today's meeting and the motion was seconded. The next meeting will be January 11, 2023.

RAC Agenda Notes Region Six From May 10, 2023

Trisha IsraelDoris AduzeActing ChairActing Vice Chair

Annie Davis Secretary

Roll Call

Trisha Israel called the meeting to order and began with roll call. There were 18 participants present for today's meeting. There was a motion to approve the agenda from March 8 and it was seconded and approved.

Respect Institute

Outreach coordinator, Toya Mather introduced the speaker for today as Allison Friedrichs. Allison's title was, "How I began living a purposeful life". She stated that her mother suffered with bipolar disorder and by age seven Allison was cooking the meals for the family. As an adult she acknowledged her insecurities and began her career then married and had kids but was mentally Allison was going downhill. Her mother died of cancer; her brother committed suicide; She and her husband were divorced, and she had a mental breakdown. After lots of hard work she educated herself on her issues and became healthier through empowerment. Allison stated that it was worth every bit of effort she put into her wellness.

DBHDD Reports

Behavior health

Ann Riley had no new announcements, and her team is rolling on.

IDD/DD health

Valona Baldwin had updates:

1.Rate Study increases must be approved by CMS, the General Assembly

And DCH. There must also be a waiver amendment in reference to the increases.

2.The federal health emergency ends on May 11, 2023, therefore appendix K will be ended in November 2023

Valona advises the board to go to DBHDD's website for more information.

Membership and Member Information

Trisha stated that the priorities must be submitted in May. The priorities were read and there was a motion to approve the priorities. The motion was seconded and approved. There was a motion to adjourn the meeting and it was seconded. We now stand adjourned.

File Attachments for Item:

RESOLUTION - A resolution excusing Councilor Bruce Huff from the July 25, 2023 Council Meeting.

Item

RESOLUTION

NO. _____

A Resolution excusing Councilors absence.

THE COUNCIL OF COLUMBUS, GEORGIA, HEREBY RESOLVES:

Pursuant to Section 3-103(6) of the Charter of Columbus, Georgia, Councilor Bruce Huff is hereby excused from attendance of the July 25, 2023 Council Meeting for the following reasons:

Professional Business:

Introduced at a regular meeting of the Council of Columbus, Georgia held on the 25th day of July 2023 and adopted at said meeting by the affirmative vote of _____ members of said Council.

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

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

Form revised ll-l-79, Approved by Council ll-6-79

File Attachments for Item:

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

<u>COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON</u> <u>ENCOUNTERS (CIRCLE):</u> Judge Pete Temesgen was nominated to fill the unexpired term of Ms. SarahAnn Arcila. *(Councilor Begly's nominee)* Term expires: March 1, 2024

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

COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Chris Poirier

(Council District 2- Davis)

Resigned to accept another appointment **Term Expires: March 27, 2024**

Sendreka Lakes

(Council District 9- Thomas)

Seat declared vacant

Term Expires: March 27, 2024

Columbus Consolidated Government Board Appointments – Action Requested

2. <u>COUNCIL APPOINTMENT- READY FOR CONFIRMATION:</u>

A. COMMISSION ON INTERNATIONAL RELATIONS & CULTURAL LIAISON ENCOUNTERS (CIRCLE): Judge Pete Temesgen was nominated to fill the unexpired term of Ms. SarahAnn Arcila. (Councilor Begly's nominee) Term expires: March 1, 2024

3. COUNCIL'S DISTRICT SEAT APPOINTMENTS- ANY NOMINATIONS MAY BE **CONFIRMED FOR THIS MEETING:**

A. COMMUNITY DEVELOPMENT ADVISORY COUNCIL:

Chris Poirier

Resigned to accept another appointment Term Expires: March 27, 2024

Sendreka Lakes

(Council District 9- Thomas)

Seat declared vacant Term Expires: March 27, 2024

(Council District 2- Davis)